



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:30 P.M., JANUARY 21, 2014**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – January 7, 2014 Committee of the Whole Meeting
- IV) Regular Business**
 - 1) Discussion Concerning the 2014 Lincolnwood Fest (6:30 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: January 17, 2014

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
JANUARY 7, 2014**

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, January 7, 2014 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 Leftakes, Klatzco, Elster, Sprogis-Marohn (6:35), Cope (6:55)

ABSENT: Trustee Patel

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Robert LaMantia, Chief of Police; Charles Greenstein, Village Treasurer; Amanda Williams, Management Analyst; Joseph Mangam, Accountant, Robert Merkel, Finance Director; Paul Eisterhold, Plan Commission Chair.

Approval of Minutes

The minutes of the December 17, 2013 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Elster moved to approve the minutes. Trustee Klatzco seconded the motion. The motion passed by Voice Vote.

Regular Business

1. Discussion Concerning a request from the Bryn Mawr Country Club to Construct an Irrigation Well

This item was presented by Mr. Wiberg with use of PowerPoint.

Bryn Mawr and Lincolnwood Place are the largest users of water in the community. 65% of water usage at Bryn Mawr is to water fairways. The wish is to pump water into a pond and use it to irrigate the greens (fairways).

Ordinance Approved in 1999

- “The drilling and use of wells for a potable or non-potable water source, including for irrigation is prohibited within the Village.”

Ordinance Amended in 2001

- “The provisions of this section shall apply to all persons and entities including but not limited to the Village and all other public, private and governmental entities”

Rationale for Ordinance

- Original Ordinance apparently was proposed due to concerns of contaminated ground water and the related possibility of cross contamination of the potable water supply.
- 2001 Amendment was due to an IEPA requirement related to environmental contamination at the former Go-Tane gas station on Lincoln Avenue.

Issues to be Considered

- Ground water could be contaminated
Possibility of cross-contamination still exists
- The Village adopted the original Ordinance due to concerns throughout the Village about cross-contamination
- IEPA Regulation
IEPA required the Village to strengthen the Ordinance in 2001
IEPA does not seem to be concerned over the current request
- Precedent setting
Other larger properties could make the same request
- Skokie has similar restrictions concerning irrigation wells
- Glenview and Northbrook allow them

Options

- Leave the Ordinance as it is
- Adopt an Ordinance specifically exempting the Country Club (and other large properties)
- Amend the Ordinance to remove the prohibition of irrigation wells

Discussion ensued with information and clarification provided by the Village Engineer as well as two representatives from Bryn Mawr, Jim Letchinger and Brian Bosser.

To Staffs knowledge there are no other wells in Lincolnwood.

Mr. Letchinger addressed the Board regarding justification for this request.

It was determined that the Board needs to obtain more information. It was suggested that Bryn Mawr representatives return in two months.

Attorney Elrod stated that this does not require a Public Hearing.

Mr. Wiberg announced a Budget meeting on February 20 at 6PM. All Trustees present stated that they would be in attendance.

Adjournment

At 7:30 P.M. Trustee Elster moved to adjourn Committee of the Whole. The motion was seconded by Trustee Leftakes.

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: January 17, 2014

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

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

1) **Discussion Concerning the 2014 Lincolnwood Fest (6:30 – 7:30 p.m.)**

Barbara Faermark, President of Friends of the Community Center, has requested permission to once again host the Lincolnwood Fest at Proesel Park from July 24 – 27, 2014. If the Board is in favor of hosting this event, an Ordinance appears on the Village Board agenda formally approving the use of the park for this purpose. [Attached](#) is a memorandum from the Director of Parks and Recreation concerning this issue.

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



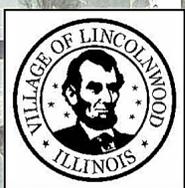
MEMORANDUM

To: Tim Wiberg, Village Manager
From: Jan Hincapie, Director of Parks and Recreation
Date: January 3, 2014
Subject: 2014 Lincolnwood Fest

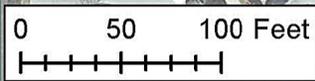
Each year Barbara Faermark, on behalf of the Friends of the Community Center, submits a letter requesting the approval to hold Lincolnwood Fest in Proesel Park. This year, the "Friends" would like to hold the event July 24-27, 2014. This is a week earlier than last year. The change was made to accommodate fest-goers' requests to steer clear of the month of August due to vacations.

The festival will be held for four days and will feature music, food, drink, a business expo, a pancake breakfast, car show and a carnival, as it has in the past. Barbara attended the Tuesday, January 14, 2014 meeting of the Park Board to present the request. The Park Board unanimously recommended approval of the request. The Ordinance waiving the necessary sections of the Village Code, allowing the Fest to take place will appear on the same night's agenda.

Attachments: Proposed Site Map
Preliminary Financial Statement for 2013 Fest



Lincolnwood Fest Layout



INCOME 2013

SPONSORS	\$12,570.00
FOOD VENDORS	\$6,550.00
CARNIVAL	\$48,462.00
BINGO from 2011	\$0.00
CAR SHOW	\$2,065.00
ATM MACHINE	\$72.00
BEER TENT	\$17,817.96
TOTAL	\$87,536.96

EXPENSES

BEER TENT SUPPLIES	\$6,720.98
CHAMBER SHARE BEER TENT	\$5,030.14
GENERAL CONTRACTS	\$26,289.75
ENTERTAINMENT	\$19,705.00
CAR SHOW	\$1,611.62
MISC	\$3,554.51
TOTAL	\$62,912.00

PRELIMINARY RESULTS AS OF 10/31/13



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., JANUARY 21, 2014**

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – January 7, 2014

V. Warrant Approval

VI. Village President's Report

1. Appointment of President Pro Tem

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 Approving Amendments No. 1 and 2 to the Intergovernmental Agreement with the Illinois Office of the Comptroller for the Recovery of Debts Owed to the Village (Appears on the Consent Agenda Because it is a Routine Function of Government)
2. Approval of a Recommendation by the Park and Recreation Board to Adopt an Ordinance, Waiving Section 6-3-2(B) Governing Park Hours, Section 9-1-3 Requiring the Issuance of Business Licenses and 6-3-9(I) Prohibiting Gambling, allowing the Friends of the Community Center to Hold Lincolnwood Fest 2014 on July 24-27 (Appears on the Consent Agenda Because it was Approved Unanimously by a Recommending Body)

VIII. Regular Business

3. Consideration of a Recommendation by the Zoning Board of Appeals to Grant a Monument Sign Setback Variation from Section 11.04(1)v of the Zoning Code for the Currency Exchange at 3300-3310 West Devon Avenue
4. Continuation of a Public Hearing Concerning the Proposed Establishment of a Devon-Lincoln Tax Increment Finance (TIF) District and Designation of a Redevelopment Project Area

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Reports

XIII. Public Forum

XIV. Executive Session

An Executive Session is Requested to Discuss Personnel

XV. Adjournment

DATE POSTED: January 17, 2014

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 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.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
JANUARY 7, 2014**

Draft

Call to Order

Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:32 P.M., Tuesday, January 7, 2014 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 Leftakes, Klatzco, Elster, Cope, Sprogis-Marohn

ABSENT: Trustee Patel

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; Charles Greenstein, Treasurer; Paul Eisterhold, Plan Commission Chair.

Approval of Minutes

The minutes of the December 17, 2013 regular Village Board meeting had been distributed in advance and were examined. Trustee Sprogis-Marohn moved to approve the minutes, Trustee Elster seconded the motion.

The motion passed by Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$498,585.08, Trustee Leftakes seconded the motion.

Upon Roll Call by the Village Clerk the results were:

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

NAYS: None

The motion passed

Village President's Report

President Turry spoke of the recent death of (Sherwin) Jerry Malkin. Mr. Malkin was an active volunteer in Lincolnwood for many years, served as Chair of the Zoning Board of Appeals and had a great many friends in the community. President Turry sent sympathy to Judy Malkin, her three sons and eight grandchildren. Jerry will be greatly missed. A moment of silence was observed in his memory.

1. Swearing in of Police Sergeant Shenita Stewart

Police Chief LaMantia introduced friends and family of Sergeant Stewart and spoke of her academic achievement and service to the Village of Lincolnwood.

Clerk Herman issued the Oath of Office to Sergeant Stewart along with congratulations.

Sergeant Stewart addressed the Board and audience and received individual congratulations from the Board and Staff.

2. Swearing in of Deputy Police Chief John Walsh

Police Chief LaMantia introduced friends and family of Deputy Chief Walsh and spoke of his many achievements and recognitions in his 23 years of service to the Village of Lincolnwood. Clerk Herman issued the Oath of Office to Deputy Chief Walsh along with congratulations. Deputy Chief Walsh addressed the Board and audience and received individual congratulations from the Board and Staff.

3. Upcoming Boards and Commissions Dates

President Turry announced that the following meetings have been scheduled:

- Plan Commission – Wednesday, January 8 – 7PM
- Human Relations Commission – Monday, January 13 – 7PM
- Park and Recreation Board – Tuesday, January 14 – 7PM
- Zoning Board of Appeals – Wednesday, January 15 – 7PM
- Traffic Commission – Thursday, January 16 – 7PM
- Next Village Board Meeting – Tuesday, January 21 – 7:30PM

All meetings will take place in Council Chambers - Village Hall

Consent Agenda

1. Approval of a Resolution Regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board

2. Approval of a Resolution Rejecting the Proposal Received for the Public Works Expansion Project

3. Approval of a Recommendation by the Traffic Commission to Designate the North Side of Pratt Avenue from 148' West of the Le Claire Avenue West Curb as "Compact Car Only" Parking

Trustee Cope requested that Item 3 be removed from the Consent Agenda and added as Item 5 under Regular Business for purposes of clarification and discussion.

Trustee Leftakes moved to approve the Consent Agenda as amended. Trustee Elster seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

Regular Business

4. Consideration of an Ordinance Approving a Designated Parkway Parking Area on Kimball Avenue

This item was presented by Chief LaMantia with use of PowerPoint.

A history of this original request was presented. The Village Engineer had concerns regarding line of sight and the width of Kimball Avenue.

The request was made by the business at 3372 West Devon.

There were modifications to the original request and the current plan is recommended by Staff for approval.

Trustee Cope moved to approve the Ordinance, Trustee Leftakes seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

5. This Item was removed as Item 3 under Consent.

The Approval of a Recommendation by the Traffic Commission to Designate the North Side of Pratt Avenue from 148’ West of the LeClaire Avenue West Curb as “Compact Car Only” Parking

This item was presented by Chief LaMantia who presented a history.

The Traffic Commission voted unanimously to approve this recommendation; Staff also supports the recommendation.

Attorney Elrod provided a definition for this Ordinance:

It shall be unlawful to stop, stand or park a motor vehicle on the designated streets at the following times designated

- **At all times, for sport-utility vehicles, mini-vans, trucks and all other vehicles with a height that is greater than passenger sedans**

Discussion ensued with a number of options presented.

Trustee Cope moved to remand the item back to the Traffic Commission meeting of January 16, seconded by Trustee Elster.

The motion passed by Voice Vote.

Manager’s Report

- Mr. Wiberg spoke of the unique situation of our recent weather, with snow lasting more than 24 hours. He stated that Public Works employees may only work 12 hour shifts. Staff will be meeting with IDOT to discuss the poor quality of snow removal on a number of streets within our Village.
- Mr. Wiberg noted that a number of residents were concerned about plows pushing snow in front of their already cleared driveways. He explained that the snow must have a place to go and recommends that residents wait until the streets are cleared before attempting to clear their own driveways.

Board and Commissions Report

None

Village Clerk’s Report

Any citizen who will be 18 years old before the March 18 election may register to vote up to 30 days before the election, and will then be eligible to vote.

Trustee Reports

None

Public Forum

None

Adjournment to Executive Session

At 8:25PM Trustee Sprogis-Marohn moved to adjourn the meeting to Executive Session for the purpose of a discussion of pending litigation, seconded by Trustee Elster.

Upon Roll Call the results were:

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

NAYS: None

Reconvention

President Turry reconvened the Regular Meeting of the Village Board at 9:01PM.

Adjournment

Trustee Elster moved to adjourn the Regular Meeting at 9:02 PM, seconded by Trustee Sprogis-Marohn.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: January 17, 2014

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

1/21/2014	\$259,789.15
1/21/2014	720,716.84
1/21/2014	262,115.76
Total	<hr/> \$ 1,242,621.75

Accounts Payable To Be Paid Proof List



User: jmm
 Printed: 01/10/2014 - 3:01 PM
 Batch: 200-01-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Anderson Pest Solutions										
ANDERP										
2796962	01/01/2014	255.00	0.00	01/21/2014	Pest control services - January		-		No	0000
101-400-511-5210	Animal control									
	2796962 Total:	255.00								
	ANDERP Total:	255.00								
Anderson Pest Solutions Total:		255.00								
AT&T										
AT&T										
773R07163612	12/28/2013	77.39	0.00	01/21/2014	Telephone services - E911		-		No	0000
215-000-512-5580	Telephone									
	773R07163612 Total:	77.39								
	AT&T Total:	77.39								
AT&T Total:		77.39								
Canon Solutions America										
CANN										
988134404	12/14/2013	270.78	0.00	01/21/2014	Maintenance for plotter - Fire - Dec		-		No	0000
101-210-511-5440	R&M - office equipment									
	988134404 Total:	270.78								
	CANN Total:	270.78								
Canon Solutions America Total:		270.78								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Comcast Cable										
COMCAST										
COM12122013	12/12/2013	278.80	0.00	01/21/2014	Internet Service Village Hall -		-			No 0000
101-250-511-5580	Telephone				November					
	COM12122013 Total:	278.80								
	COMCAST Total:	278.80								
	Comcast Cable Total:	278.80								
East of Edens										
EASTOFE										
000001#0165	01/02/2014	198.95	0.00	01/21/2014	Lunch - employees - Snow Storm		-			No 0000
101-400-511-5730	Program supplies									
	000001#0165 Total:	198.95								
	EASTOFE Total:	198.95								
	East of Edens Total:	198.95								
EJ Equipment										
EJEQUIP										
59591	12/09/2013	1,330.00	0.00	01/21/2014	Hoses for vacuum sewer		-			No 0000
660-620-519-5480	R&M - vehicles									
	59591 Total:	1,330.00								
	EJEQUIP Total:	1,330.00								
	EJ Equipment Total:	1,330.00								
Fedex										
FEDEX										
804144716431	12/20/2013	109.94	0.00	01/21/2014	Shipping - Legal		-			No 0000
101-210-511-5720	Postage									
	804144716431 Total:	109.94								
	FEDEX Total:	109.94								
	Fedex Total:	109.94								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Global Emergency Products Inc										
GLOBALEN										
AG36841	12/27/2013	271.51	0.00	01/21/2014	Air solenoid E15		-		No	0000
101-350-512-5740	Repair parts									
	AG36841 Total:	271.51								
AGJ7781	12/18/2013	1,727.83	0.00	01/21/2014	Repairs for E15		-		No	0000
101-350-512-5480	R&M - vehicles									
	AGJ7781 Total:	1,727.83								
	GLOBALEN Total:	1,999.34								
Global Emergency Products Inc Total:		1,999.34								
Grainger										
GRAINGER										
9317439280	12/12/2013	200.64	0.00	01/21/2014	Light bulbs for Pump House		-		No	0000
660-620-519-5745	Small tools									
	9317439280 Total:	200.64								
9321445992	12/17/2013	79.43	0.00	01/21/2014	Security bit set for PD		-		No	0000
101-420-511-5405	R&M - buildings									
	9321445992 Total:	79.43								
9326219673	12/24/2013	51.00	0.00	01/21/2014	Light bulbs for Stand pipe		-		No	0000
660-620-519-5745	Small tools									
	9326219673 Total:	51.00								
	GRAINGER Total:	331.07								
Grainger Total:		331.07								
Lowe's Business Acc/GECF										
LOWES										
07333	12/21/2013	28.46	0.00	01/21/2014	Light bulbs		-		No	0000
101-350-512-5799	Other materials & supplies									
	07333 Total:	28.46								
08887	12/27/2013	15.62	0.00	01/21/2014	Glue		-		No	0000
101-350-512-5799	Other materials & supplies									
	08887 Total:	15.62								
08973	12/27/2013	20.57	0.00	01/21/2014	Denatured alcohol, cold weld		-		No	0000
101-350-512-5799	Other materials & supplies									
	08973 Total:	20.57								
10295	12/30/2013	27.27	0.00	01/21/2014	Pins, wire for blade on gator		-		No	0000
205-430-515-5480	R&M - vehicles									
	10295 Total:	27.27								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1073	12/30/2013	30.17	0.00	01/21/2014	Jab saw, locknut, pull elbow for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	1073 Total:	30.17								
1074	12/30/2013	-2.48	0.00	01/21/2014	Tax correction for #1073		-			No 0000
101-420-511-5405	R&M - buildings									
	1074 Total:	-2.48								
1093	12/30/2013	13.71	0.00	01/21/2014	Utility rack, screw driver bit		-			No 0000
101-420-511-5405	R&M - buildings									
	1093 Total:	13.71								
1166	01/02/2014	56.80	0.00	01/21/2014	Snow brushes for squads		-			No 0000
101-300-512-5730	Program supplies									
	1166 Total:	56.80								
1256	12/11/2013	120.94	0.00	01/21/2014	Pipes, couplings for tree log splitter		-			No 0000
101-440-513-5730	Program supplies									
	1256 Total:	120.94								
1529	12/18/2013	35.53	0.00	01/21/2014	Wrench set for shop		-			No 0000
101-410-511-5730	Program supplies									
	1529 Total:	35.53								
17292	12/18/2013	-14.23	0.00	01/21/2014	Return		-			No 0000
101-410-511-5730	Program supplies									
	17292 Total:	-14.23								
17293	12/18/2013	15.12	0.00	01/21/2014	Wrench set for shop		-			No 0000
101-410-511-5730	Program supplies									
	17293 Total:	15.12								
2365	12/27/2013	22.72	0.00	01/21/2014	3 wire connector, screwdriver for VH		-			No 0000
101-420-511-5745	Small Tools									
	2365 Total:	22.72								
2379	12/27/2013	30.36	0.00	01/21/2014	Outdoor light bulbs for VH statue		-			No 0000
101-420-511-5405	R&M - buildings									
	2379 Total:	30.36								
5640	12/26/2013	59.93	0.00	01/21/2014	Humidifier filters & step ladder		-			No 0000
101-300-512-5730	Program supplies									
	5640 Total:	59.93								
5921	11/26/2013	37.30	0.00	01/21/2014	Wrench, sockets, extensions for shop		-			No 0000
101-410-511-5730	Program supplies									
	5921 Total:	37.30								
	LOWES Total:	497.79								
	Lowes Business Acc/GECF Total:	497.79								
Marc Printing MARCP										
01082014	01/08/2014	908.04	0.00	01/21/2014	Postage/Water bills/Cycle 1 & 4		-			No 0000
660-610-519-5720	Postage									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
01082014 660-610-519-5720	01/08/2014 Postage	704.72	0.00	01/21/2014	Mailing/Water bills/Cycle 3 & 4		-			No 0000
	01082014 Total:	1,612.76								
	MARCP Total:	1,612.76								
	Marc Printing Total:	1,612.76								
Menini Cartage Inc MENICRT 42562 660-620-519-5760	12/19/2013 Street materials - Aggregate	540.54	0.00	01/21/2014	One load gravel for trenches/Water break		-			No 0000
	42562 Total:	540.54								
	MENICRT Total:	540.54								
	Menini Cartage Inc Total:	540.54								
NAPA NAPA 069235 101-350-512-5740	07/17/2013 Repair parts	360.41	0.00	01/21/2014	Spark plugs, fuse holder,misc for 1500		-			No 0000
	069235 Total:	360.41								
	NAPA Total:	360.41								
	NAPA Total:	360.41								
O'Connor Timothy OCONNOR 01102014 101-300-512-5700	01/10/2014 Office supplies	19.23	0.00	01/21/2014	FSA Reimbursement		-			No 0000
	01102014 Total:	19.23								
	OCONNOR Total:	19.23								
	O'Connor Timothy Total:	19.23								
PAETEC PAETEC 55154911 660-610-519-5580	01/01/2014 Telephone	372.44	0.00	01/21/2014	PRI/Public Works phone system		-			No 0000
	55154911 Total:	372.44								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PAETEC Total:		372.44								
PAETEC Total:		372.44								
Palatine Oil, Co, Inc.										
PALAT										
490056	12/19/2013	2,862.87	0.00	01/21/2014	Fuel usage		-		No	0000
101-300-512-5670	Fuel									
490056	12/19/2013	346.00	0.00	01/21/2014	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
490056	12/19/2013	79.85	0.00	01/21/2014	Fuel usage		-		No	0000
101-400-511-5670	Fuel									
490056	12/19/2013	47.85	0.00	01/21/2014	Fuel usage		-		No	0000
101-410-511-5670	Fuel									
490056	12/19/2013	88.18	0.00	01/21/2014	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
490056	12/19/2013	394.12	0.00	01/21/2014	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
490056	12/19/2013	695.22	0.00	01/21/2014	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
490056	12/19/2013	787.42	0.00	01/21/2014	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
490056 Total:		5,301.51								
490057	12/19/2013	911.45	0.00	01/21/2014	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
490057	12/19/2013	1,732.38	0.00	01/21/2014	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
490057	12/19/2013	432.76	0.00	01/21/2014	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
490057	12/19/2013	1,258.39	0.00	01/21/2014	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
490057 Total:		4,334.98								
PALAT Total:		9,636.49								
Palatine Oil, Co, Inc. Total:		9,636.49								
Paramedic Services of Illinois										
PARAMEDI										
4030	01/01/2014	217,192.25	0.00	01/21/2014	Services rendered - Month End		-		No	0000
101-350-512-5220	Fire protection				1/31/2014					
4030 Total:		217,192.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
4031	01/01/2014	2,025.00	0.00	01/21/2014	Code Enforcement Officer - 11/20-		-			No 0000
101-300-512-5399	Other professional services				12/31					
	4031 Total:	2,025.00								
	PARAMEDI Total:	219,217.25								
Paramedic Services of Illinois Total:		219,217.25								
Patenio Marina										
PATENIO										
12272013	12/27/2013	25.00	0.00	01/21/2014	Reimbursement - Amulance over		-			No 0000
101-000-410-4315	Ambulance & EMS fees				payment					
	12272013 Total:	25.00								
	PATENIO Total:	25.00								
Patenio Marina Total:		25.00								
Suburban Laboratories, Inc.										
SUBURB										
34029	12/30/2013	52.50	0.00	01/21/2014	Coliform testing and disinfectant		-			No 0000
660-620-519-5320	Consulting									
	34029 Total:	52.50								
	SUBURB Total:	52.50								
Suburban Laboratories, Inc. Total:		52.50								
United States Postal Service										
USPOSTAL										
PB01102014	01/10/2014	30.16	0.00	01/21/2014	Pitney Bowes - postage		-			No 0000
101-210-511-5720	Postage									
PB01102014	01/10/2014	6.92	0.00	01/21/2014	Pitney Bowes - postage		-			No 0000
101-210-511-5720	Postage									
PB01102014	01/10/2014	150.56	0.00	01/21/2014	Pitney Bowes - postage		-			No 0000
101-210-511-5720	Postage									
PB01102014	01/10/2014	87.10	0.00	01/21/2014	Pitney Bowes - postage		-			No 0000
101-210-511-5720	Postage									
PB01102014	01/10/2014	116.13	0.00	01/21/2014	Pitney Bowes - postage		-			No 0000
205-500-515-5720	Postage									
PB01102014	01/10/2014	36.53	0.00	01/21/2014	Pitney Bowes - postage		-			No 0000
101-210-511-5720	Postage									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PB01102014	01/10/2014	36.80	0.00	01/21/2014	Pitney Bowes - postage		-			No 0000
660-610-519-5720	Postage									
	PB01102014 Total:	464.20								
	USPOSTAL Total:	464.20								
United States Postal Service Total:		464.20								
Village of Lincolnwood										
VOL										
PC010214	01/02/2014	15.00	0.00	01/21/2014	Petty Cash		-			No 0000
101-210-511-5820	Local mileage, parking & tolls									
PC010214	01/02/2014	14.90	0.00	01/21/2014	Petty Cash		-			No 0000
101-200-511-5820	Local mileage, parking & tolls									
PC010214	01/02/2014	43.59	0.00	01/21/2014	Petty Cash		-			No 0000
101-200-511-5810	Conference & meeting registrat									
PC010214	01/02/2014	120.40	0.00	01/21/2014	Petty Cash		-			No 0000
101-200-511-5840	Meals									
PC010214	01/02/2014	12.28	0.00	01/21/2014	Petty Cash		-			No 0000
101-200-511-5799	Other materials & supplies									
PC010214	01/02/2014	42.00	0.00	01/21/2014	Petty Cash		-			No 0000
101-400-511-5820	Local mileage, parking & tolls									
PC010214	01/02/2014	43.96	0.00	01/21/2014	Petty Cash		-			No 0000
101-240-517-5799	Other materials & supplies									
PC010214	01/02/2014	3.00	0.00	01/21/2014	Petty Cash		-			No 0000
101-100-511-5840	Meals									
PC010214	01/02/2014	15.00	0.00	01/21/2014	Petty Cash		-			No 0000
101-100-511-5820	Local mileage, parking & tolls									
PC010214	01/02/2014	86.00	0.00	01/21/2014	Petty Cash		-			No 0000
101-240-517-5840	Meals									
PC010214	01/02/2014	105.00	0.00	01/21/2014	Petty Cash		-			No 0000
205-500-515-5840	Meals									
PC010214	01/02/2014	15.03	0.00	01/21/2014	Petty Cash		-			No 0000
101-240-517-5570	Professional associations									
PC010214	01/02/2014	21.59	0.00	01/21/2014	Petty Cash		-			No 0000
205-500-515-5820	Local mileage, parking & tolls									
PC010214	01/02/2014	44.64	0.00	01/21/2014	Petty Cash		-			No 0000
101-240-517-5820	Local mileage, parking & tolls									
PC010214	01/02/2014	120.20	0.00	01/21/2014	Petty Cash		-			No 0000
101-210-511-5840	Meals									
PC010214	01/02/2014	37.31	0.00	01/21/2014	Petty Cash		-			No 0000
101-210-511-5820	Local mileage, parking & tolls									
	PC010214 Total:	739.90								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
VOL Total:		739.90								
Village of Lincolnwood Total:		739.90								
Wells Fargo Bank, N.A.										
SWANC										
4701	01/01/2014	1,074.50	0.00	01/21/2014	Fixed Costs - FY 2014 - February		-		No	0000
101-440-514-5230	Garbage & recycling									
4701	01/01/2014	21,789.14	0.00	01/21/2014	O & M Costs - FY 2014 - February		-		No	0000
101-440-514-5230	Garbage & recycling									
4701	01/01/2014	-138.41	0.00	01/21/2014	FY 13 Fixed True-up		-		No	0000
101-440-514-5230	Garbage & recycling									
4701	01/01/2014	-1,325.86	0.00	01/21/2014	FY 13 O & M True-up		-		No	0000
101-440-514-5230	Garbage & recycling									
	4701 Total:	21,399.37								
	SWANC Total:	21,399.37								
Wells Fargo Bank, N.A. Total:		21,399.37								
Report Total:		259,789.15								

Accounts Payable To Be Paid Proof List



User: jmm
 Printed: 01/10/2014 - 3:02 PM
 Batch: 201-01-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Airgas										
AIRGAS										
9022926583	12/23/2013	204.15	0.00	01/21/2014	Oxygen for ambulances		-		No	0000
101-350-512-5660	EMS supplies									
	9022926583 Total:	204.15								
	AIRGAS Total:	204.15								
	<hr/>									
	Airgas Total:	204.15								
	<hr/>									
Audio Visual Systems, Inc										
AUDIOVIS										
51044	12/20/2013	632.23	0.00	01/21/2014	Parts for service - Audio system		-		No	0000
101-250-511-6530	Equipment - data processing									
	51044 Total:	632.23								
	AUDIOVIS Total:	632.23								
	<hr/>									
	Audio Visual Systems, Inc Total:	632.23								
	<hr/>									
Bound Tree Medical, LLC										
BOUND										
81298206	12/27/2013	26.43	0.00	01/21/2014	Ring cutter blades		-		No	0000
101-350-512-5660	EMS supplies									
	81298206 Total:	26.43								
	BOUND Total:	26.43								
	<hr/>									
	Bound Tree Medical, LLC Total:	26.43								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Canon Financial Services										
CANONFIN										
13406712	01/02/2014	342.01	0.00	01/21/2014	Lease payment - Community Dev - Jan		-		No	0000
101-000-210-2650	Contractor Permits Payable									
13406712	01/02/2014	373.50	0.00	01/21/2014	Lease payment - Parks - Jan		-		No	0000
205-500-515-5440	R&M - office equipment									
13406712	01/02/2014	317.00	0.00	01/21/2014	Lease payment - Police - Jan		-		No	0000
101-210-511-5440	R&M - office equipment									
	13406712 Total:	1,032.51								
	CANONFIN Total:	1,032.51								
Canon Financial Services Total:		1,032.51								
Canon Solutions America										
CANN										
988145398	01/01/2014	166.30	0.00	01/21/2014	Finance monthly maintenance - January		-		No	0000
101-210-511-5440	R&M - office equipment									
	988145398 Total:	166.30								
	CANN Total:	166.30								
Canon Solutions America Total:		166.30								
Cassidy Tire										
CASSIDYT										
2180498	01/03/2014	174.99	0.00	01/21/2014	One new tire for 1500		-		No	0000
101-350-512-5480	R&M - vehicles									
	2180498 Total:	174.99								
	CASSIDYT Total:	174.99								
Cassidy Tire Total:		174.99								
CDW Government										
CDWGOV										
HM93804	12/06/2013	82.65	0.00	01/21/2014	Paper for in car printers		-		No	0000
101-300-512-5700	Office supplies									
	HM93804 Total:	82.65								
HR93330	12/16/2013	223.18	0.00	01/21/2014	Replacement monitors for Finance		-		No	0000
101-210-511-5700	Office supplies									
	HR93330 Total:	223.18								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
HS84200	12/18/2013	67.73	0.00	01/21/2014	Mounting kit for router		-			No 0000
101-250-511-5640	Computer supplies									
	HS84200 Total:	67.73								
	CDWGOV Total:	373.56								
	CDW Government Total:	373.56								
Chicago Communications, LLC										
CHGOCOMM										
256695	01/06/2014	787.65	0.00	01/21/2014	Monthly maintenance charge -		-			No 0000
101-300-512-5410	R&M - communications equipment				February 14					
	256695 Total:	787.65								
	CHGOCOMM Total:	787.65								
	Chicago Communications, LLC Total:	787.65								
Clark Baird Smith, LLP										
CLARKBAI										
4068	01/03/2014	1,623.75	0.00	01/21/2014	Legal services for personnel matters		-			No 0000
101-230-511-5399	Other professional services									
	4068 Total:	1,623.75								
	CLARKBAI Total:	1,623.75								
	Clark Baird Smith, LLP Total:	1,623.75								
Classic Design Awards										
CLASSICD										
13-1465	12/27/2013	26.40	0.00	01/21/2014	Name plates - Adjudication		-			No 0000
101-200-511-5799	Other materials & supplies									
	13-1465 Total:	26.40								
	CLASSICD Total:	26.40								
	Classic Design Awards Total:	26.40								
Coca-Cola Bottling Company										
COCACOLA										
338300725	12/30/2013	163.20	0.00	01/21/2014	Pop for Village Hall		-			No 0000
101-210-511-5700	Office supplies									
	338300725 Total:	163.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
COCACOLA Total:		163.20								
Coca-Cola Bottling Company Total:		163.20								
D'Original Juzz Dance Group										
DORIGINA										
12232013	12/23/2013	413.00	0.00	01/21/2014	10/25 drop in		-		No	0000
205-504-515-5270	Purchased program services									
12232013	12/23/2013	322.00	0.00	01/21/2014	11/01 drop in		-		No	0000
205-504-515-5270	Purchased program services									
12232013	12/23/2013	259.00	0.00	01/21/2014	11/08 drop in		-		No	0000
205-504-515-5270	Purchased program services									
12232013	12/23/2013	392.00	0.00	01/21/2014	11/15 drop in		-		No	0000
205-504-515-5270	Purchased program services									
12232013	12/23/2013	805.00	0.00	01/21/2014	11/22 drop in		-		No	0000
205-504-515-5270	Purchased program services									
12232013	12/23/2013	205.10	0.00	01/21/2014	12/6 drop in		-		No	0000
205-504-515-5270	Purchased program services									
12232013	12/23/2013	910.00	0.00	01/21/2014	12/13 drop in		-		No	0000
205-504-515-5270	Purchased program services									
	12232013 Total:	3,306.10								
	DORIGINA Total:	3,306.10								
D'Original Juzz Dance Group Total:		3,306.10								
Eterno, Attorney at Law David										
ETERNO										
11330	01/01/2014	500.00	0.00	01/21/2014	Adjudication Hearing Officer -		-		No	0000
101-230-511-5399	Other professional services				December					
	11330 Total:	500.00								
	ETERNO Total:	500.00								
Eterno, Attorney at Law David Total:		500.00								
GE Capital										
GECAPITA										
59980167	12/25/2013	232.44	0.00	01/21/2014	Copier Lease - January - Public Works		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
59980167	12/25/2013	232.44	0.00	01/21/2014	Copier Lease - January - Parks		-		No	0000
205-500-515-5440	R&M - office equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
59980167	12/25/2013	232.44	0.00	01/21/2014	Copier Lease - January - Fire		-			No 0000
101-000-210-2650	Contractor Permits Payable									
59980167	12/25/2013	232.44	0.00	01/21/2014	Copier Lease - January - Police		-			No 0000
101-210-511-5440	R&M - office equipment									
59980167	12/25/2013	232.45	0.00	01/21/2014	Copier Lease - January - Admin		-			No 0000
101-210-511-5440	R&M - office equipment									
59980167	12/25/2013	232.44	0.00	01/21/2014	Copier Lease - January - Finance		-			No 0000
660-610-519-5340	Maintenance Agreement Expense									
	59980167 Total:	1,394.65								
	GECAPITA Total:	1,394.65								
	<hr/>									
	GE Capital Total:	1,394.65								
	<hr/>									
General Code, LLC										
GENERAL										
BILL00012959	12/20/2013	524.05	0.00	01/21/2014	Supplement No 12. Updates to Code		-			No 0000
101-110-511-5550	Ordinance codification									
	BILL00012959 Total:	524.05								
	GENERAL Total:	524.05								
	<hr/>									
	General Code, LLC Total:	524.05								
	<hr/>									
Gewalt Hamilton Associates Inc										
GEWALT										
9232.000-223	01/09/2014	318.00	0.00	01/21/2014	General consulting - December		-			No 0000
101-290-511-5920	Administration Engineer Costs									
	9232.000-223 Total:	318.00								
9232.355-5	01/09/2014	240.00	0.00	01/21/2014	Pratt Street light construction		-			No 0000
213-000-561-5340	Engineering									
	9232.355-5 Total:	240.00								
9232.377-2	01/09/2014	90.00	0.00	01/21/2014	Street light design Year 4		-			No 0000
213-000-561-5340	Engineering									
	9232.377-2 Total:	90.00								
9232.379-12	01/09/2014	112.50	0.00	01/21/2014	Street light design Year 5		-			No 0000
213-000-561-5340	Engineering									
	9232.379-12 Total:	112.50								
9232.405-7	01/09/2014	14,701.47	0.00	01/21/2014	Eng Services TIF District - December		-			No 0000
217-000-561-5340	Engineering									
	9232.405-7 Total:	14,701.47								
9232.406-5	01/09/2014	10,821.85	0.00	01/21/2014	Com Ed bike path - Phase 2		-			No 0000
454-000-561-5340	Engineering									
	9232.406-5 Total:	10,821.85								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9232.407-2	01/09/2014	14,206.61	0.00	01/21/2014	Pratt and Central signal Phase 2		-			No 0000
212-000-511-5320	Consulting									
	9232.407-2 Total:	14,206.61								
	GEWALT Total:	40,490.43								
Gewalt Hamilton Associates Inc Total:		40,490.43								
Hagg Press										
HAGG										
52950	12/31/2013	1,638.38	0.00	01/21/2014	Connections newsletter - Jan/Feb 2014		-			No 0000
101-100-511-5565	Village Newsletter									
	52950 Total:	1,638.38								
	HAGG Total:	1,638.38								
Hagg Press Total:		1,638.38								
Illinois Fire Chiefs Associati										
ILFIREC										
14-733	01/02/2014	450.00	0.00	01/21/2014	2014 Membership dues		-			No 0000
101-350-512-5570	Professional associations									
	14-733 Total:	450.00								
	ILFIREC Total:	450.00								
Illinois Fire Chiefs Associati Total:		450.00								
Impact Networking, LLC										
IMPACT										
324504	12/19/2013	19.50	0.00	01/21/2014	Postage for toner cartridges		-			No 0000
101-210-511-5720	Postage									
	324504 Total:	19.50								
	IMPACT Total:	19.50								
Impact Networking, LLC Total:		19.50								
Internation Code Council										
ICCAR										
INV0340866	09/12/2013	18.00	0.00	01/21/2014	Shipping cost		-			No 0000
101-000-110-1231	Special Use Cost Reimburseable									
	INV0340866 Total:	18.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ICCAR Total:		18.00								
Internation Code Council Total:		18.00								
IRMA										
IRMA										
12182013	12/18/2013	398,600.00	0.00	01/21/2014	IRMA 2014 Contribution - Annual ins		-		No	0000
101-210-511-5260	Liability insurance				cost					
12182013	12/18/2013	-35,856.00	0.00	01/21/2014	IRMA 2014 Contribution - Less		-		No	0000
101-000-210-2649	Other deposits payable				Deductible					
12182013	12/18/2013	-100,000.00	0.00	01/21/2014	IRMA 2014 Contribution - Excess		-		No	0000
101-000-110-1295	IRMA Member Surplus				surplus					
	12182013 Total:	262,744.00								
	IRMA Total:	262,744.00								
IRMA Total:		262,744.00								
Kiesler's Police Supply										
KIESLERS										
0718309	12/17/2013	2,459.01	0.00	01/21/2014	Ammunition		-		No	0000
101-300-512-5610	Ammunition & range supplies									
	0718309 Total:	2,459.01								
	KIESLERS Total:	2,459.01								
Kiesler's Police Supply Total:		2,459.01								
Lincolnwood SD No.74										
LINCSD74										
01082014	01/08/2014	386,175.00	0.00	01/21/2014	Annual Development Benefit Payment		-		No	0000
101-240-517-5911	Sales Tax Sharing Agreements									
	01082014 Total:	386,175.00								
	LINCSD74 Total:	386,175.00								
Lincolnwood SD No.74 Total:		386,175.00								
Login/IACP Net										
LOGINIAC										
22455	12/16/2013	800.00	0.00	01/21/2014	Annual fee- February 14 thru February		-		No	0000
101-300-512-5590	Training				15					

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	22455 Total:	800.00								
	LOGINIAC Total:	800.00								
	Login/IACP Net Total:	800.00								
MABAS Divison III										
MABAS										
AD1408	01/02/2014	5,000.00	0.00	01/21/2014	2014 dues		-		No	0000
101-350-512-5540	Intergovernmental fees & dues									
	AD1408 Total:	5,000.00								
	MABAS Total:	5,000.00								
	MABAS Divison III Total:	5,000.00								
Marc Printing										
MARCP										
107578	12/16/2013	247.44	0.00	01/21/2014	Mailing of water bills - December 2013		-		No	0000
660-610-519-5720	Postage									
	107578 Total:	247.44								
	MARCP Total:	247.44								
	Marc Printing Total:	247.44								
MGP, Inc.										
MGPINC										
2091	12/31/2013	873.75	0.00	01/21/2014	GISC Staffing - Dec		-		No	0000
101-250-511-5599	Other contractual									
2091	12/31/2013	873.75	0.00	01/21/2014	GISC Staffing - Dec		-		No	0000
101-000-210-2650	Contractor Permits Payable									
2091	12/31/2013	1,747.50	0.00	01/21/2014	GISC Staffing - Dec		-		No	0000
660-620-519-5599	Other contractual									
	2091 Total:	3,495.00								
	MGPINC Total:	3,495.00								
	MGP, Inc. Total:	3,495.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Motorola										
MOTOROLA										
91454195	12/30/2013	631.38	0.00	01/21/2014	Radio antennas and batteries		-		No	0000
101-350-512-6510	Equipment - communications									
	91454195 Total:	631.38								
	MOTOROLA Total:	631.38								
	Motorola Total:	631.38								
Niles Township High School										
NILES										
11222013	11/22/2013	215.00	0.00	01/21/2014	Refund - Turkey Trot		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	11222013 Total:	215.00								
	NILES Total:	215.00								
	Niles Township High School Total:	215.00								
Northern IL Fire Inspectors As										
NIFIA										
01072014	01/07/2014	50.00	0.00	01/21/2014	2014 Membership dues		-		No	0000
101-350-512-5570	Professional associations									
	01072014 Total:	50.00								
	NIFIA Total:	50.00								
	Northern IL Fire Inspectors As Total:	50.00								
Oce										
OCE										
988145399	01/01/2014	207.87	0.00	01/21/2014	Maintenance for copier - January		-		No	0000
101-210-511-5440	R&M - office equipment									
	988145399 Total:	207.87								
	OCE Total:	207.87								
	Oce Total:	207.87								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Promos 911										
PROMOS91										
4211	01/03/2014	384.75	0.00	01/21/2014	Jr Fire activity books		-		No	0000
101-350-512-5730	Program supplies									
	4211 Total:	384.75								
	PROMOS91 Total:	384.75								
	Promos 911 Total:	384.75								
Raynor Door Co										
RAYNOR										
13-097409	12/30/2013	1,375.19	0.00	01/21/2014	Repair work for bay door		-		No	0000
101-350-512-5405	R&M - buildings									
	13-097409 Total:	1,375.19								
	RAYNOR Total:	1,375.19								
	Raynor Door Co Total:	1,375.19								
Safe Kids Worldwide										
SAFEKIDS										
ORG601626-03317	01/02/2014	75.00	0.00	01/21/2014	Child Passenger Safety Certification		-		No	0000
101-300-512-5590	Training									
	ORG601626-03317 Total:	75.00								
	SAFEKIDS Total:	75.00								
	Safe Kids Worldwide Total:	75.00								
Sec. of State- Dept of Police										
SOSDP										
SOS-Unit 34	01/09/2014	101.00	0.00	01/21/2014	License Plate renewal		-		No	0000
101-300-512-5599	Other contractual									
	SOS-Unit 34 Total:	101.00								
	SOSDP Total:	101.00								
	Sec. of State- Dept of Police Total:	101.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Springbrook Software Inc										
SPRINGBR										
866	12/30/2013	816.75	0.00	01/21/2014	Migration services for test phase		-		No	0000
101-250-511-5330	Data processing									
866	12/30/2013	841.50	0.00	01/21/2014	Migration services for test phase		-		No	0000
660-610-519-5330	Data processing									
866	12/30/2013	816.75	0.00	01/21/2014	Migration services for test phase		-		No	0000
101-000-210-2650	Contractor Permits Payable									
	866 Total:	2,475.00								
	SPRINGBR Total:	2,475.00								
Springbrook Software Inc Total:		2,475.00								
TLO LLC										
TLO										
556811-12-13	01/01/2014	4.00	0.00	01/21/2014	System for background check		-		No	0000
101-300-512-5399	Other professional services									
	556811-12-13 Total:	4.00								
	TLO Total:	4.00								
TLO LLC Total:		4.00								
VCG Uniform										
VCGUNIFO										
9024	12/22/2013	313.90	0.00	01/21/2014	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	9024 Total:	313.90								
9025	12/22/2013	16.99	0.00	01/21/2014	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	9025 Total:	16.99								
9026	12/22/2013	164.94	0.00	01/21/2014	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	9026 Total:	164.94								
9027	12/22/2013	105.35	0.00	01/21/2014	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	9027 Total:	105.35								
9147	12/23/2013	117.85	0.00	01/21/2014	Uniform allowance		-		No	0000
101-300-512-5070	Uniform allowance									
	9147 Total:	117.85								
	VCGUNIFO Total:	719.03								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	VCG Uniform Total:	719.03								
Welding Supply Inc.										
WELDINGS										
883184	12/31/2013	5.89	0.00	01/21/2014	Helium Tank - January rental fee		-		No	0000
205-571-515-5730	Program supplies									
	883184 Total:	5.89								
	WELDINGS Total:	5.89								
Welding Supply Inc. Total:		5.89								
Report Total:		720,716.84								

Accounts Payable To Be Paid Proof List



User: jmm
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 Batch: 202-01-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Active Electrical Supply Co., ACTIVELE										
10403520-00	12/18/2013	99.75	0.00	01/21/2014	Circuit protector and light bulbs - PD		-		No	0000
101-420-511-5405	R&M - buildings									
	10403520-00 Total:	99.75								
10403544-00	12/18/2013	-33.57	0.00	01/21/2014	Refund		-		No	0000
101-420-511-5405	R&M - buildings									
	10403544-00 Total:	-33.57								
10403545-00	12/18/2013	115.95	0.00	01/21/2014	Supress surge for PD		-		No	0000
101-420-511-5405	R&M - buildings									
	10403545-00 Total:	115.95								
	ACTIVELE Total:	182.13								
Active Electrical Supply Co., Total:		182.13								
Anderson Lock ANDERSON										
831094	12/20/2013	501.10	0.00	01/21/2014	Digital access control for PD		-		No	0000
101-420-511-5405	R&M - buildings									
	831094 Total:	501.10								
831125	12/20/2013	278.60	0.00	01/21/2014	Lock cylinder, keys, for PD		-		No	0000
101-420-511-5405	R&M - buildings									
	831125 Total:	278.60								
	ANDERSON Total:	779.70								
Anderson Lock Total:		779.70								
Best Quality Cleaning, Inc. BESTQU										
53866	10/21/2013	2,813.34	0.00	01/21/2014	Cleaning service - October 2013		-		No	0000
101-420-511-5240	Janitorial									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
53866	10/21/2013	416.66	0.00	01/21/2014	Cleaning service - October 2013		-			No 0000
205-571-515-5240	Janitorial									
	53866 Total:	3,230.00								
	BESTQU Total:	3,230.00								
	Best Quality Cleaning, Inc. Total:	3,230.00								
Braovac Josie										
BRAOVAC										
29243	01/08/2014	125.00	0.00	01/21/2014	Microwave for Community Development		-			No 0000
101-240-517-5570	Professional associations									
	29243 Total:	125.00								
	BRAOVAC Total:	125.00								
	Braovac Josie Total:	125.00								
Case Lots, Inc.										
CASELOTS										
53361	12/18/2013	709.50	0.00	01/21/2014	One pallet of sidewalk salt		-			No 0000
101-420-511-5730	Program supplies									
	53361 Total:	709.50								
53686	01/07/2014	908.25	0.00	01/21/2014	Multi folding towels		-			No 0000
101-420-511-5730	Program supplies									
	53686 Total:	908.25								
53713	01/08/2014	419.70	0.00	01/21/2014	Sidewalk salt		-			No 0000
101-420-511-5730	Program supplies									
	53713 Total:	419.70								
	CASELOTS Total:	2,037.45								
	Case Lots, Inc. Total:	2,037.45								
Chicago Communications, LLC										
CHGOCOMM										
256684	01/06/2014	24.03	0.00	01/21/2014	C.C.S. Maintenance for February 2014		-			No 0000
101-400-511-5410	R&M - communications equipment									
256684	01/06/2014	27.06	0.00	01/21/2014	C.C.S. Maintenance for February 2014		-			No 0000
101-410-511-5410	R&M - communications equipment									
256684	01/06/2014	34.59	0.00	01/21/2014	C.C.S. Maintenance for February 2014		-			No 0000
205-430-515-5410	R&M - communications equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
256684	01/06/2014	39.59	0.00	01/21/2014	C.C.S. Maintenance for February 2014		-			No 0000
660-620-519-5410	R&M - communications equipment									
256684	01/06/2014	50.08	0.00	01/21/2014	C.C.S. Maintenance for February 2014		-			No 0000
101-440-513-5410	R&M - communications equipment									
	256684 Total:	175.35								
	CHGOCOMM Total:	175.35								
Chicago Communications, LLC Total:		175.35								
Chicago International Trucks										
CHGOINTL										
12021147	11/26/2013	70.71	0.00	01/21/2014	Seal, thermostat, ring, clamp, gasket		-			No 0000
660-620-519-5480	R&M - vehicles									
	12021147 Total:	70.71								
12021274	12/03/2013	193.74	0.00	01/21/2014	Hose, belt, pulley, header, ring		-			No 0000
660-620-519-5480	R&M - vehicles									
	12021274 Total:	193.74								
12021315	12/10/2013	395.84	0.00	01/21/2014	Pulley, pipe, clamp, U joint		-			No 0000
660-620-519-5480	R&M - vehicles									
	12021315 Total:	395.84								
12021407	12/10/2013	344.89	0.00	01/21/2014	Kit holder, glass for truck #5		-			No 0000
101-440-513-5480	R&M - vehicles									
	12021407 Total:	344.89								
12021447	12/14/2013	12.59	0.00	01/21/2014	Seal for truck #6		-			No 0000
660-620-519-5480	R&M - vehicles									
	12021447 Total:	12.59								
12021818	12/23/2013	59.48	0.00	01/21/2014	Tube for truck #6		-			No 0000
660-620-519-5480	R&M - vehicles									
	12021818 Total:	59.48								
12021936	12/30/2013	161.95	0.00	01/21/2014	Water pump for truck #14		-			No 0000
101-440-513-5480	R&M - vehicles									
	12021936 Total:	161.95								
	CHGOINTL Total:	1,239.20								
Chicago International Trucks Total:		1,239.20								
Currie Motors										
CURRIEMO										
H7617	12/27/2013	39,984.00	0.00	01/21/2014	Small Aerial Truck		-			No 0000
101-440-514-6599	Equipment - other									
H7617	12/27/2013	38,984.00	0.00	01/21/2014	Small Aerial Truck		-			No 0000
660-620-562-6580	Equipment - vehicles									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	H7617 Total:	78,968.00								
	CURRIEMO Total:	78,968.00								
	Currie Motors Total:	78,968.00								
Douglas Truck Parts										
DOUGTK										
65068	11/30/2013	425.00	0.00	01/21/2014	Air leak detector for Shop		-		No	0000
101-420-511-5730	Program supplies									
	65068 Total:	425.00								
65178	12/05/2013	57.50	0.00	01/21/2014	Brake clean and black gloves -Shop		-		No	0000
101-420-511-5730	Program supplies									
	65178 Total:	57.50								
	DOUGTK Total:	482.50								
	Douglas Truck Parts Total:	482.50								
Elite Printer Solutions										
ELITE										
1664	12/30/2013	63.99	0.00	01/21/2014	Supplies		-		No	0000
101-350-512-5700	Office supplies									
	1664 Total:	63.99								
1678	01/08/2014	86.99	0.00	01/21/2014	Supplies		-		No	0000
101-200-511-5700	Office supplies									
	1678 Total:	86.99								
	ELITE Total:	150.98								
	Elite Printer Solutions Total:	150.98								
Emcor Services Team Mechanical										
EMCOR										
00 3040191	01/06/2014	2,625.00	0.00	01/21/2014	Preventive contract maintenance - Jan		-		No	0000
101-420-511-5405	R&M - buildings									
	00 3040191 Total:	2,625.00								
	EMCOR Total:	2,625.00								
	Emcor Services Team Mechanical Total:	2,625.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
FSCI Corporate Office										
FSCI										
2013-1479	01/02/2014	580.00	0.00	01/21/2014	6600 Crawford		-		No	0000
101-240-517-5399	Other professional services									
	2013-1479 Total:	580.00								
2013-1539	01/02/2014	220.00	0.00	01/21/2014	6415 Christiana		-		No	0000
101-240-517-5399	Other professional services									
	2013-1539 Total:	220.00								
2013-1543	01/02/2014	205.00	0.00	01/21/2014	6950 Central Park		-		No	0000
101-240-517-5399	Other professional services									
	2013-1543 Total:	205.00								
	FSCI Total:	1,005.00								
FSCI Corporate Office Total:		1,005.00								
Golf Mill Ford										
GOLFMILL										
344593P	12/09/2013	50.60	0.00	01/21/2014	Glass assembly - Truck #25		-		No	0000
101-300-512-5480	R&M - vehicles									
	344593P Total:	50.60								
344594P	12/09/2013	316.17	0.00	01/21/2014	Mirror assembly - Truck #25		-		No	0000
101-300-512-5480	R&M - vehicles									
	344594P Total:	316.17								
344744P	12/11/2013	100.10	0.00	01/21/2014	Mirror assembly - Truck #25		-		No	0000
101-300-512-5480	R&M - vehicles									
	344744P Total:	100.10								
345033P	12/16/2013	16.52	0.00	01/21/2014	Screw, gasket - Squad #222		-		No	0000
101-440-513-5480	R&M - vehicles									
	345033P Total:	16.52								
345113P	12/17/2013	50.96	0.00	01/21/2014	Gaskets - Squad #222		-		No	0000
101-440-513-5480	R&M - vehicles									
	345113P Total:	50.96								
345263P	12/18/2013	5.00	0.00	01/21/2014	Manifold for Squad #222		-		No	0000
101-300-512-5480	R&M - vehicles									
345263P	12/18/2013	399.39	0.00	01/21/2014	Manifold for Squad #222		-		No	0000
101-440-513-5480	R&M - vehicles									
	345263P Total:	404.39								
345264P	12/19/2013	100.43	0.00	01/21/2014	Tube, spacer for Squad #222		-		No	0000
101-300-512-5480	R&M - vehicles									
	345264P Total:	100.43								
345728P	12/28/2013	75.61	0.00	01/21/2014	Motor Coil Truck		-		No	0000
101-440-513-5480	R&M - vehicles									
	345728P Total:	75.61								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
GOLFMILL Total:		1,114.78								
Golf Mill Ford Total:		1,114.78								
Intl Council of Shopping Ctr										
INTLCOUN										
1441679	11/15/2013	50.00	0.00	01/21/2014	Membership renewal - Community Dev		-		No	0000
101-240-517-5570	Professional associations									
1441679 Total:		50.00								
INTLCOUN Total:		50.00								
Intl Council of Shopping Ctr Total:		50.00								
Lee Auto Parts										
LEEAUTOP										
442-258621	12/06/2013	41.78	0.00	01/21/2014	Washer solvent and head lamp for PD		-		No	0000
101-300-512-5480	R&M - vehicles									
442-258621 Total:		41.78								
442-258624	12/06/2013	2.59	0.00	01/21/2014	Plug gapper for PD		-		No	0000
101-300-512-5480	R&M - vehicles									
442-258624 Total:		2.59								
442-259797	12/18/2013	31.17	0.00	01/21/2014	Head lamp for PD		-		No	0000
101-300-512-5480	R&M - vehicles									
442-259797 Total:		31.17								
442-259799	12/18/2013	31.17	0.00	01/21/2014	Head lamp for PD		-		No	0000
101-300-512-5480	R&M - vehicles									
442-259799 Total:		31.17								
LEEAUTOP Total:		106.71								
Lee Auto Parts Total:		106.71								
Lee Jensen Sales Co										
LEEJEN										
133962	12/31/2013	2,410.00	0.00	01/21/2014	Harness, lanyard for Water Dept		-		No	0000
660-620-519-5745	Small tools									
133962 Total:		2,410.00								
LEEJEN Total:		2,410.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Lee Jensen Sales Co Total:		2,410.00								
Lionheart Engineering										
LIONHEAR										
2045882	04/26/2013	274.00	0.00	01/21/2014	Replace battery cables		-		No	0000
101-420-511-5405	R&M - buildings									
2045882	04/26/2013	613.00	0.00	01/21/2014	Install proper hose barb fittings		-		No	0000
101-420-511-5405	R&M - buildings									
2045882	04/26/2013	268.00	0.00	01/21/2014	Travel time and shop load charge		-		No	0000
101-420-511-5405	R&M - buildings									
2045882	04/26/2013	11,328.00	0.00	01/21/2014	Parts and labor to install day tank		-		No	0000
101-420-511-5405	R&M - buildings									
2045882	04/26/2013	847.00	0.00	01/21/2014	Replace 4 engine start batteries		-		No	0000
101-420-511-5405	R&M - buildings									
2045882	04/26/2013	20.00	0.00	01/21/2014	Gas caps		-		No	0000
101-420-511-5405	R&M - buildings									
2045882 Total:		13,350.00								
LIONHEAR Total:		13,350.00								
Lionheart Engineering Total:		13,350.00								
McKenna Automotive										
MCKENNA										
20120846	01/07/2014	59.11	0.00	01/21/2014	Hydraulic hose - Tractor #9		-		No	0000
205-430-515-5480	R&M - vehicles									
20120846 Total:		59.11								
20120847	01/08/2014	59.11	0.00	01/21/2014	Hydraulic hose - Tractor #9		-		No	0000
205-430-515-5480	R&M - vehicles									
20120847 Total:		59.11								
MCKENNA Total:		118.22								
McKenna Automotive Total:		118.22								
NAPA										
NAPA										
87894	11/27/2013	203.66	0.00	01/21/2014	Hose for Truck #6		-		No	0000
660-620-519-5480	R&M - vehicles									
87894 Total:		203.66								
87951	11/27/2013	63.96	0.00	01/21/2014	Mercon ATF for Truck #6		-		No	0000
660-620-519-5480	R&M - vehicles									
87951 Total:		63.96								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
88317	12/02/2013	47.55	0.00	01/21/2014	Hose, fitting for Truck #6		-			No 0000
660-620-519-5480	R&M - vehicles									
	88317 Total:	47.55								
89766	12/12/2013	108.03	0.00	01/21/2014	Fuel filters for Truck #14		-			No 0000
101-440-513-5480	R&M - vehicles									
	89766 Total:	108.03								
89845	12/12/2013	25.56	0.00	01/21/2014	Belt for Truck #14		-			No 0000
101-440-513-5480	R&M - vehicles									
	89845 Total:	25.56								
89897	12/13/2013	120.07	0.00	01/21/2014	Hydraulic filter, cooling system		-			No 0000
101-440-513-5480	R&M - vehicles									
	89897 Total:	120.07								
90729	12/19/2013	-64.00	0.00	01/21/2014	Credit		-			No 0000
660-620-519-5480	R&M - vehicles									
90729	12/19/2013	18.36	0.00	01/21/2014	Capsule for Truck #6		-			No 0000
660-620-519-5480	R&M - vehicles									
	90729 Total:	-45.64								
92562	01/07/2014	22.68	0.00	01/21/2014	Washer solvent - PD		-			No 0000
101-300-512-5480	R&M - vehicles									
	92562 Total:	22.68								
	NAPA Total:	545.87								
	NAPA Total:	545.87								
Northeastern IL Public Safety										
NORTHEAS										
11930	11/30/2013	95.00	0.00	01/21/2014	Advanced media relations training		-			No 0000
101-400-511-5590	Training									
	11930 Total:	95.00								
	NORTHEAS Total:	95.00								
	Northeastern IL Public Safety Total:	95.00								
Parks Plumbing & Sewer Inc										
PARKS										
120807	11/28/2012	2,000.00	0.00	01/21/2014	Deposit refund - 6522 Kimball		-			No 0000
101-000-210-2620	Contractor bonds payable									
	120807 Total:	2,000.00								
120808	11/28/2012	2,000.00	0.00	01/21/2014	Deposit refund - 6607 Kilpatrick		-			No 0000
101-000-210-2620	Contractor bonds payable									
	120808 Total:	2,000.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
130130	04/25/2013	500.00	0.00	01/21/2014	Deposit refund = 6508 Spaulding		-			No 0000
101-000-210-2620	Contractor bonds payable									
	130130 Total:	500.00								
	PARKS Total:	4,500.00								
Parks Plumbing & Sewer Inc Total:		4,500.00								
Printwell Printing										
PRINTWEL										
44537	01/09/2014	124.00	0.00	01/21/2014	Foil business cards - Community Dev		-			No 0000
101-220-512-5560	Printing & copying services									
	44537 Total:	124.00								
	PRINTWEL Total:	124.00								
Printwell Printing Total:		124.00								
Qquest Software Systems										
QQUEST										
EB0990114	12/14/2013	430.00	0.00	01/21/2014	Time clock renewal agreement		-			No 0000
101-400-511-5440	R&M - office equipment									
	EB0990114 Total:	430.00								
	QQUEST Total:	430.00								
Qquest Software Systems Total:		430.00								
Raynor Door Co										
RAYNOR										
13-097450	12/30/2013	1,631.50	0.00	01/21/2014	Connect stem, labor overhead		-			No 0000
101-420-511-5405	R&M - buildings				doors/PW					
	13-097450 Total:	1,631.50								
	RAYNOR Total:	1,631.50								
Raynor Door Co Total:		1,631.50								
Rush Truck Center, Springfield										
RUSH										
L014948	01/08/2014	60,146.00	0.00	01/21/2014	2014 International 7400 dump truck		-			No 0000
101-440-514-6599	Equipment - other									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
L014948	01/08/2014	60,146.00	0.00	01/21/2014	2014 International 7400 dump truck		-			No 0000
660-620-562-6580	Equipment - vehicles									
	L014948 Total:	120,292.00								
	RUSH Total:	120,292.00								
Rush Truck Center, Springfield Total:		120,292.00								
Russo Power Equipment										
RUSSO										
1832685	12/30/2013	505.99	0.00	01/21/2014	Salt spreader for Buildings		-			No 0000
101-420-511-5745	Small Tools									
	1832685 Total:	505.99								
1930856	12/27/2013	347.83	0.00	01/21/2014	Engine oil, chain oil, chain sprocket		-			No 0000
101-440-513-5745	Small tools									
	1930856 Total:	347.83								
	RUSSO Total:	853.82								
Russo Power Equipment Total:		853.82								
Schneider Electric										
SCHNEI										
4205519	01/03/2014	774.00	0.00	01/21/2014	Weather services - 1/20/14 thru 4/19/14		-			No 0000
101-400-511-5730	Program supplies									
4205519	01/03/2014	312.00	0.00	01/21/2014	Weather services - 1/20/14 thru 4/19/14		-			No 0000
101-250-511-5330	Data processing									
	4205519 Total:	1,086.00								
	SCHNEI Total:	1,086.00								
Schneider Electric Total:		1,086.00								
Snap-On Industrial										
SNAPON										
ARV/21097108	10/29/2013	1,189.00	0.00	01/21/2014	Diagnostic tool for PD		-			No 0000
101-410-511-5745	Small tools									
	ARV/21097108 Total:	1,189.00								
ARV/21098380	10/29/2013	20.45	0.00	01/21/2014	Phil repairs		-			No 0000
101-410-511-5745	Small tools									
	ARV/21098380 Total:	20.45								
ARV/21114124	10/30/2013	995.00	0.00	01/21/2014	Modis update program		-			No 0000
101-410-511-5745	Small tools									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #	
	ARV/21114124 Total:	995.00									
	SNAPON Total:	2,204.45									
	<hr/>										
	Snap-On Industrial Total:	2,204.45									
	<hr/>										
Suburban Laboratories, Inc.											
SUBURB											
33565	12/13/2013	67.50	0.00	01/21/2014	Coliform testing and disinfectant		-		No	0000	
660-620-519-5320	Consulting										
	33565 Total:	67.50									
	SUBURB Total:	67.50									
	<hr/>										
	Suburban Laboratories, Inc. Total:	67.50									
	<hr/>										
T.P.I. Building Code Consultan											
TPI											
7019	01/03/2014	7,517.62	0.00	01/21/2014	Plan review - December		-		No	0000	
101-240-517-5399	Other professional services										
7019	01/03/2014	6,883.50	0.00	01/21/2014	In House - December		-		No	0000	
101-240-517-5399	Other professional services										
	7019 Total:	14,401.12									
	TPI Total:	14,401.12									
	<hr/>										
	T.P.I. Building Code Consultan Total:	14,401.12									
	<hr/>										
Traffic Control & Protection											
TRAFFICC											
79137	01/07/2014	3,510.00	0.00	01/21/2014	Various street signs		-		No	0000	
101-440-513-5768	Street materials - signs & bar										
	79137 Total:	3,510.00									
	TRAFFICC Total:	3,510.00									
	<hr/>										
	Traffic Control & Protection Total:	3,510.00									
	<hr/>										
United Rotary Brush Corporatio											
UNITEDRO											
CI148455	11/11/2013	1,112.85	0.00	01/21/2014	Brooms for Sweeper #1 and #2		-		No	0000	
101-440-513-5480	R&M - vehicles										
	CI148455 Total:	1,112.85									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	UNITEDRO Total:	1,112.85								
	United Rotary Brush Corporatio Total:	1,112.85								
Warehouse Direct										
WAREHOUS										
2145677-0	12/03/2013	650.50	0.00	01/21/2014	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	2145677-0 Total:	650.50								
2152002-0	12/05/2013	93.04	0.00	01/21/2014	Office supplies		-		No	0000
101-300-512-5730	Program supplies									
	2152002-0 Total:	93.04								
2152249-0	12/05/2013	146.80	0.00	01/21/2014	Office supplies		-		No	0000
101-400-511-5700	Office supplies									
	2152249-0 Total:	146.80								
2152454-0	12/05/2013	454.10	0.00	01/21/2014	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	2152454-0 Total:	454.10								
2155445-0	12/09/2013	65.93	0.00	01/21/2014	Office supplies		-		No	0000
101-350-512-5700	Office supplies									
	2155445-0 Total:	65.93								
2169475-0	12/13/2013	6.67	0.00	01/21/2014	Office supplies		-		No	0000
101-200-511-5700	Office supplies									
	2169475-0 Total:	6.67								
2169476-0	12/13/2013	137.34	0.00	01/21/2014	Office supplies		-		No	0000
101-350-512-5700	Office supplies									
	2169476-0 Total:	137.34								
2174905-0	12/19/2013	2.48	0.00	01/21/2014	Office supplies		-		No	0000
101-200-511-5700	Office supplies									
	2174905-0 Total:	2.48								
2174905-1	12/20/2013	6.00	0.00	01/21/2014	Office supplies		-		No	0000
101-200-511-5700	Office supplies									
	2174905-1 Total:	6.00								
2174908-0	12/19/2013	16.08	0.00	01/21/2014	Office supplies		-		No	0000
101-400-511-5700	Office supplies									
	2174908-0 Total:	16.08								
2174909-0	12/19/2013	411.44	0.00	01/21/2014	Office supplies		-		No	0000
101-300-512-5700	Office supplies									
	2174909-0 Total:	411.44								
2176366-0	12/20/2013	256.29	0.00	01/21/2014	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	2176366-0 Total:	256.29								
2176646-0	12/20/2013	49.56	0.00	01/21/2014	Office supplies		-		No	0000
205-500-515-5730	Program supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	2176646-0 Total:	49.56								
2177922-0	12/23/2013	8.70	0.00	01/21/2014	Office supplies		-		No	0000
101-200-511-5700	Office supplies									
	2177922-0 Total:	8.70								
2179284-0	12/31/2013	334.00	0.00	01/21/2014	Office supplies		-		No	0000
205-500-515-5730	Program supplies									
	2179284-0 Total:	334.00								
2181217-0	12/30/2013	164.32	0.00	01/21/2014	Office supplies		-		No	0000
101-240-517-5700	Office supplies									
	2181217-0 Total:	164.32								
2181218-0	12/30/2013	32.97	0.00	01/21/2014	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	2181218-0 Total:	32.97								
2183803-0	01/02/2014	122.83	0.00	01/21/2014	Office supplies		-		No	0000
101-300-512-5730	Program supplies									
	2183803-0 Total:	122.83								
2184242-0	01/03/2014	14.82	0.00	01/21/2014	Office supplies		-		No	0000
101-300-512-5730	Program supplies									
	2184242-0 Total:	14.82								
C2174905-1	12/24/2013	-6.00	0.00	01/21/2014	Office supplies		-		No	0000
101-200-511-5700	Office supplies									
	C2174905-1 Total:	-6.00								
	WAREHOUS Total:	2,967.87								
	Warehouse Direct Total:	2,967.87								
Westmont Auto Parts										
WESTMONT										
1424	12/18/2013	143.76	0.00	01/21/2014	Wiper, motor, core		-		No	0000
101-300-512-5480	R&M - vehicles									
	1424 Total:	143.76								
	WESTMONT Total:	143.76								
	Westmont Auto Parts Total:	143.76								
	Report Total:	262,115.76								

Request For Board Action

REFERRED TO BOARD: January 21, 2014

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving Amendments No. 1 and 2 to the Intergovernmental Agreement with the Illinois Office of the Comptroller for the Recovery of Debts Owed to the Village

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On June 5, 2012, the Village Board adopted a Resolution approving an Agreement with the Illinois Office of the Comptroller for the recovery of debts owed to the Village through the Local Debt Recovery Program (LDRP). This program allows the Illinois Comptroller to withhold payments due to the public from the State if the recipient owes money to a unit of local government. This money owed to the Village primarily comes from unpaid fines processed through the Village's Administrative Adjudication Hearing System for violations of the Village Code. Such payments from the State through LDRP include an individual's income tax refund.

Once a fine goes unpaid to the Village for more than 60 days, it is forwarded onto the State to be processed through the LDRP. At this time, the Village has not yet collected debt from this program, but anticipates future revenue as violators process their Illinois income taxes.

Amendment One to the Agreement allows the Comptroller's Office to move the Village's files from the Sharefile system previously used by LDRP to the new system for processing claims which is called IDROP.

Amendment Two to the Agreement names the Finance Director as the Chief Officer responsible for overseeing the program on behalf of the Village.

FINANCIAL IMPACT:

Any debt recovered is considered new revenue to the Village. The Village's current uncollected debt totals \$875,040.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Amendment Number One to the Intergovernmental Agreement
3. Amendment Number Two to the Intergovernmental Agreement

RECOMMENDED MOTION:

Move to approve a Resolution adopting Two Amendments to the Intergovernmental Agreement with the Illinois Office of the Comptroller for the recovery of debts owed to the Village.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

**A RESOLUTION APPROVING AMENDMENTS NO. 1 AND 2 TO THE
INTERGOVERNMENTAL AGREEMENT WITH
THE ILLINOIS OFFICE OF THE COMPTROLLER
FOR THE RECOVERY OF DEBTS OWED TO THE VILLAGE**

WHEREAS, pursuant to Section 10.05d of the State Comptroller Act, 15 ILCS 405/10.05d, the Village and the Illinois Office of the Comptroller ("*Comptroller*") have entered into an intergovernmental agreement, dated June 27, 2012, for the withholding by the Comptroller of money owed by the State Treasury to any person that owes certain debts to the Village, and the payment of such money to the Village ("*Agreement*"); and

WHEREAS, the Village and the Comptroller now desire to enter into two amendments to the Agreement, in accordance with Article V of the Agreement, to: (i) permit the Comptroller to utilize updated technology in its administration of the Agreement; and (ii) designate the Village Finance Director as the Village representative for purposes of the Agreement (collectively, the "*Amendments*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Amendments to the Agreement 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 AMENDMENTS. The Amendments to the Agreement are hereby approved in substantially the forms attached to this Resolution as **Group Exhibit A**.

SECTION 3. EXECUTION OF AMENDMENTS. The Village Manager and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Amendments to the Agreement and all documentation related thereto.

SECTION 4. 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 _____, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2014.

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

ATTESTED and FILED in my office this
_____ day of _____, 2014

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

#27136639_v1

GROUP EXHIBIT A

AMENDMENTS

AMENDMENT NUMBER ONE TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE VILLAGE OF LINCOLNWOOD

The parties hereby agree to amend the Intergovernmental Agreement (hereinafter, “the Agreement”) between the Illinois Office of the Comptroller and the Village of Lincolnwood, (hereinafter referred to as the “local unit”), effective upon execution, as follows:

Article III, Section A, Subsection 1 is amended by inserting the following new Parts (c) and (d):

- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

Article III, Section A, Subsection 3, Part (a) is amended by deleting that Part and replacing it with the following:

- (a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.

Article III, Section A, Subsection 3, Part (d) is amended by deleting that Part and replacing it with the following:

- (d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.

Article III, Section A, Subsection 3 is amended by inserting the following new Part (f):

- (f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

Article III, Section A is amended by inserting the following new Subsection 5 at the end of the Section:

- 5. Notification of Change in the Chief Officer

- (a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.
- (b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.
- (c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

The Article III, Section B header is amended by deleting that header and replacing it with the following:

B. Operational Requirements

Article III, Section B, Subsection 1 is amended by deleting that subsection and replacing it with the following:

- 1. **Technical Requirements.** IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.

Article III, Section B, Subsection 2 is amended by deleting that subsection and replacing it with the following:

- 2. **Fee.** A fee may be charged to the debtor and shall be no more than \$20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.

Article III, Section B, Subsection 4 is amended by deleting that subsection and replacing it with the following:

- 4. **IOC Protest Process.** If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in

the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.

Article III, Section B, Subsection 7 is amended by deleting that subsection and replacing it with the following:

7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.

Article III, Section B, Subsection 10 is amended by deleting that subsection and replacing it with the following:

10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

Article III, Section B, is amended by inserting the following new Subsection 11 at the end of that Section:

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

All other terms and conditions of the Agreement thereto shall remain in full force and effect. This amendment contains all of the revised terms and conditions agreed upon by the named parties.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the Village of Lincolnwood by the following officials sign their names and agree to the terms and conditions of the above referenced amendments.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

VILLAGE OF LINCOLNWOOD

By: _____

Date: _____

Name: Timothy C. Wiberg

Title: Village Manager

AMENDMENT NUMBER TWO TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE VILLAGE OF LINCOLNWOOD

The parties hereby agree to amend the Intergovernmental Agreement (hereinafter, “the Agreement”) between the Illinois Office of the Comptroller and the Village of Lincolnwood, (hereinafter referred to as the “local unit”), effective upon execution, as follows:

Article III, Section A, Subsection 3, Part (e) is amended by deleting that Part and replacing it with the following:

(e) For purposes of this Agreement, “chief officer of the local unit” means the Finance Director.

All other terms and conditions of the Agreement thereto shall remain in full force and effect. This amendment contains all of the revised terms and conditions agreed upon by the named parties.

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the Village of Lincolnwood by the following officials sign their names and agree to the terms and conditions of the above referenced amendments.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

VILLAGE OF LINCOLNWOOD

By: _____

Date: _____

Name: Timothy C. Wiberg

Title: Village Manager

Request For Board Action

REFERRED TO BOARD: January 21, 2014

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Park and Recreation Board to Adopt an Ordinance, Waiving Section 6-3-2(B) Governing Park Hours, Section 9-1-3 Requiring the Issuance of Business Licenses and 6-3-9(I) Prohibiting Gambling, allowing the Friends of the Community Center to Hold Lincolnwood Fest 2014 on July 24-27

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Friends of the Community Center Committee will once again plan and implement Lincolnwood Fest, a four day festival in Proesel Park. The event will be held July 24-27, 2014. Music, food, a beer/wine tent, a car show, pancake breakfast, business exposition and a carnival will be featured as part of the weekend's activities.

Hours for the event are as follows:

Thursday-5:00-10:00 p.m.
Friday- 5:00-11:00 p.m.
Saturday - Noon-11:00 p.m.
Sunday-10:00 am - 9:00 p.m.

Per Section 6-3-2(B) of the Village Code: No person shall be in or remain in Henry A. Proesel Park between the hours of 11:00 pm and 6:00 am on the following day, each and every day of the year. Fest activities will cease at regular closing time. The extension of park hours on Friday and Saturday, until 11:30 pm, will keep the park illuminated allowing for safe passage out of the park for visitors at the end of the night.

Per Section 9-1-3 of the Village Code: It is unlawful for any individual, firm or corporation to operate or conduct a business based within the Village without first having obtained a business license. Approval of this Ordinance will waive the business license fees for food and product vendors for the four-day festival.

Per Section 6-3-9(I) of the Village Code: Gambling is prohibited in the Park. Approval of this Ordinance will waive the enforcement of this section of the Code and will allow Bingo to be held during the festival.

FINANCIAL IMPACT:

The revenue produced by the sale of business licenses for Lincolnwood Fest is approximately \$250.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Draft Minutes of the January 14, 2014 Park and Recreation Board Meeting
3. Letter from Barb Faermark of Friends of the Community Center

RECOMMENDED MOTION:

Move to approve an Ordinance, waiving the enforcement of Section 6-3-2(B), Section 9-1-3 and Section 6-3-9(I) of the Village Code for the 2014 Lincolnwood Fest.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014-____

**AN ORDINANCE WAIVING BUSINESS LICENSE FEE REQUIREMENTS
AND THE ENFORCEMENT OF SECTIONS 6-3-2(B) AND 6-3-9(I)
OF THE MUNICIPAL CODE OF LINCOLNWOOD
FOR LINCOLNWOOD FEST 2014**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2014.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this ____ day of _____, 2014

ORDINANCE NO. 2014-_____

AN ORDINANCE WAIVING BUSINESS LICENSE FEE REQUIREMENTS
AND THE ENFORCEMENT OF SECTIONS 6-3-2(B) AND 6-3-9(I)
OF THE MUNICIPAL CODE OF LINCOLNWOOD
FOR LINCOLNWOOD FEST 2014

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

WHEREAS, the Friends of the Lincolnwood Community Center ("*FLCC*") is a not-for-profit organization organized to raise funds for the Lincolnwood Community Center; and

WHEREAS, the FLCC desires to host a carnival, festival and fair in Proesel Park ("*Park*") in the Village from July 24 through July 27, 2014, to be known as "*Lincolnwood Fest 2014*"; and

WHEREAS, Lincolnwood Fest 2014 will include, without limitation, the sale of food, wares, and merchandise by various merchants; and

WHEREAS, pursuant to Article 1 of Chapter 9 of the Village Code, any entity that conducts a business, occupation, activity or establishment within the Village must obtain a business license from the Village and pay the required fee therefor; and

WHEREAS, Lincolnwood Fest 2014 is scheduled to end on Friday, July 25, and Saturday, July 26, 2014 at 11:00 p.m.; and

WHEREAS, pursuant to Section 6-3-2(B) of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), no person may be or remain in the Park between the hours of 11:00 p.m. and 6:00 a.m. on the following day, each and every day of the year; and

WHEREAS, the Lincolnwood American Legion Post #1226 desires to conduct bingo games in the Park from 5:00 p.m. until 10:00 p.m. on July 25, 26, and 27, 2014 as part of Lincolnwood Fest 2014 ("*Proposed Bingo Games*"); and

WHEREAS, pursuant to Section 6-3-9(I) of the Village Code, gambling is prohibited in the Park; and

WHEREAS, the Village desires to: (i) extend the closing of the Park until 11:30 p.m. on July 25 and July 26, 2014, to afford visitors to Lincolnwood Fest 2014 an additional half-hour to exit the Park; and (ii) permit the operation of the Proposed Bingo Games during Lincolnwood Fest 2014; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to waive the enforcement of: (i) the business license fee requirements set forth in Article 1 of Chapter 9 of the Village Code with respect to the merchants that will sell food, wares, or merchandise at Lincolnwood Fest 2014; (ii) Section 6-3-2(B) of the Village Code to allow visitors to Lincolnwood Fest 2014 to remain in the Park until 11:30 p.m.

on July 25 and July 26, 2014; and (iii) Section 6-3-9(I) of the Village Code for the Proposed Bingo Games;

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

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

SECTION 2. WAIVER. The President and Board of Trustees hereby waive the enforcement of: (A) the business license fee requirements set forth in Article 1 of Chapter 9 of the Village Code with respect to the merchants that will sell food, wares, or merchandise at Lincolnwood Fest 2014; (B) Section 6-3-2(B) of the Village Code to allow visitors to the Fest to remain in the Park until 11:30 p.m. on July 25 and July 26, 2014; and (C) Section 6-3-9(I) of the Village Code to allow the Proposed Bingo Games during Lincolnwood Fest 2014.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2014.

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

ATTESTED and FILED in my office the
____ day of _____, 2014.

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



Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

January 14, 2014

DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:00 P.M.

PRESENT AT MEETING

Park Board Members: Demerise Gratch, Sarah Hardin, Gail Ito, Art Lovering, Laura Tomacic

Parks and Recreation Department Staff: Jan Hincapie, Katie Gamroth, Mike Azzaretto

Village Board Liaison: Trustee Craig Klatzko

Audience: Barbara Faermark

APPROVAL OF MINUTES

On motion, Lovering/Ito to approve the meeting minutes of the October 8, 2013 meeting. 5-0, motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

None

OLD BUSINESS

A. Request to hold Lincolnwood Fest, 2014

Faermark-It was a great year last year, I am very proud to say this was the first year ever when we did not receive a single resident complaint and there was not a single incident.

Gratch-Thought it was a great year

Hincapie-The Friends of the Community Center puts on this event each year and the net funds of the event go to improving the Community Center. We are working on allowing the money to the parks and scholarship funds as well.

Faermark-We have a very good working relationship with the Parks and Village Hall staff and have had great support to run this event.

Ito-What is the budget and how is the money being spent?

Hincapie-This year the money is going the Community Center to repair the roof at the Community Center. The Friends will be giving \$20,000 to the repair of the roof.

Faermark-The report that was given was a preliminary report, we have a few more follow up funds coming in.

Hincapie-When Diana Lass and Jim Berger stepped down about five years ago the Friends of the Community Center gave \$68,000 for the renovation of the Community Center. This funded the kitchen renovations and audio system. We are looking to possibly partner with the Friends for the renovation of Proesel Park playground in the 2015-2016 fiscal year.

Bass- Was the carnival last summer from a new amusement equipment?

Faermark-No, this has been the 5th year we have used Windy City.

Bass- I thought it was very age appropriate and nicely placed on the site.

Faermark-We have separated the youth rides out, this made the layout much more organized.

Hincapie- We have also expanded all the way to Morse, which has improved traffic flow on the site.

On motion, Hardin/Tomacic recommended the approval of the 2014 Lincolnwood Fest July 24 -27.
5-0 motion passed

B. Discussion regarding the 2013 Turkey Trot

Hincapie-This was our biggest Turkey Trot ever with 1,988, and we are looking for feedback. It was a very cold day. Staff learned a great deal about the challenges of running this event in such cold weather. We had patio heaters out at the water stops as well as salt to stop the water from freezing on the ground. This year the site was reconfigured in a square format. The new set up allowed a more centralized location with four fire pits to help keep the participants and volunteers warm.

Ito-Were there people who did not come because of the weather?

Hincapie- Yes, many chose not to participate due to the weather. It was nice to have the Niles West Cheerleaders and Football team out to really make this feel like a community event.

Gratch- The main complaint I heard was that the children's extra-large shirt was not the same as the adult extra-small. The sleeves were too short!

Lovering- I recall there being talk about changing the course.

Hincapie- Yes, there has been talk about coming off of Lincoln. Unfortunately we are surrounded by IDOT roads, which makes it challenging. We will be taking a look at the route this spring in order to get our course certified by The Athletic Congress (TAC).

Ito- If you change it you are going to have the same problem elsewhere, just a new set of complainers.

Lovering- Lincoln might be the best option because you are only closing half of the street.

C. Report on Department Staffing

Hincapie- You were told in the last meeting that Jan Wu was going to be staying on board with the group through Turkey Trot, that did not work out and Jan's last day in the office was October 30th. Andy Thurman had his last day on January 3rd and you can find him as Superintendent of Recreation at the Geneseo Park District. Katie Gamroth has now been promoted to Superintendent of Recreation filling Jan Wu's old position and we, hopefully, finished up with interviews today for the Superintendent of Parks and Facilities. We are hoping to have a set start date shortly for that position, possibly in mid-February. We are also in the process of filling the Community Center Program Supervisor position and will be doing second round interviews on Friday.

Bass- Do we have any update on the development of bike trails?

Hincapie- We have received permission to negotiate and move forward with the Union Pacific project. We are also moving along with the ComEd bike path project. We are in the final stages of lease negotiations. We are planning to bid out the bike path projects through IDOT this year and construct by the end of the year and complete the bike/pedestrian overpass over Touhy Avenue (adjacent to ComEd) next year.

D. Presentation of 2013 Camp Report

Gamroth- Presented overview of 2013 camp season.

Lovering- Can we send out a note to the Camp 74 parents letting them know that we have listened and are bringing the camp back to Proesel Park?

Gamroth- Yes we are planning on sending an email blast to all participants highlighting the new changes for 2014.

NEW BUSINESS

A. Discussion regarding smoking in the parks

Azzaretto- Presented overview of smoking in parks presentation.

Lovering- Right now we allow smoking in our parks?

Bass- Would this include e-smoking?

Tomacic- You are allowed to smoke e-cigarettes in restaurants.

Bass- If you smoke e-cigarettes would people be inhaling second hand smoke from those?

Klatzko- Can Park Patrol give citations?

Hincapie- Yes and program supervisors of the programs in the park can also help to monitor.

Tomacic- How would this effect Lincolnwood Fest?

Hincapie- That would be included, unless the board allowed smoking during this time.

Lovering- We might want to take a look at the verbiage on tobacco use, what about chewing? Is that included? That doesn't present the same second hand smoke issue.

Hardin- In the list of places that it has been banned is there any feedback saying that smoking has slowed in the parks due to the ordinance?

Lovering- It is more of an awareness issue, one the rule followers know they will stop.

Ito- Smoking is a problematic behavior everywhere, this is a great idea.

Gratch- It will be harder to enforce specific areas, questions will arise where does the playground end?

Ito- You are still going to see cigarette butts around, I like the whole tobacco use. If we are promoting a healthy lifestyle then tobacco falls in that.

Hardin- Chewing tobacco doesn't have a secondary effect.

Bass- What about other items that are harmful and being smoked these days?

Hincapie- We will do some more research on our end and come back to you with more information.

Lovering- Would we be able to enforce this by the start of this season?

Hincapie- Yes if we go to the board in March, we should be able to.

Lovering- I don't want people to feel like we are forcing them to live a healthy life, it is their choice.

However if your choice affects others around you then it should be considered. How would we go about enforcing if someone has a big cigar, are other able to inform Park Patrol and have them step in?

Staff will return to the Board with information about the impact of no smoking Ordinances on litter. An Ordinance will be developed and presented at the February Park Board meeting. The topic will be placed

on the Committee of the Whole at the Village Board meeting on February 18, and the Ordinance will appear on the agenda for consideration.

CHAIRPERSON'S REPORT – None

COMMISSIONERS' REPORTS - None

DIRECTOR'S REPORT

As noted in report.

STAFF REPORTS

A. SUPERINTENDENT OF RECREATION – KATIE GAMROTH

As noted in report

B. YOUTH PROGRAMS COORDINATOR – MIKE AZZARETTO

Updated youth program registration numbers:

Zumba Kids and Video Game Animation is cancelled due to low enrollment. Numbers, otherwise, look great!

ADJOURNMENT

On motion, Ito/Hardin to adjourn the meeting at 8:25 P.M.

Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

Signature

Date



Lincolnwood Parks & Recreation Department
Attn: Jan Hincapie

1/10/14

Dear Jan,

The Friends of the Lincolnwood Community Center respectfully request the consent of the Village to hold Lincolnwood Fest 2014 on July 24 - July 27, 2014

The Fest will include 4 days of a carnival, musical entertainment will take place on all 4 nights, bands to be determined. We will once again have our Car Show on Sunday. Bingo will be held on Friday, Saturday and Sunday night. The Chamber is interested in having the Business Expo once again, which would be held on Saturday afternoon.

There will be approximately 5 food vendors. A pancake breakfast may be held on Sunday morning. We will also include a few attractions for kids. (to be determined)

If you have any questions, please feel free to call me at 312.659.2562.

We thank you for your consideration.

Barbara Faermark
Friends of the Lincolnwood Community Center Committee

Request For Board Action

REFERRED TO BOARD: January 21, 2014

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals to Grant a Monument Sign Setback Variation from Section 11.04(1)v of the Zoning Code for the Currency Exchange at 3300-3310 West Devon Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Devon & McCormick Currency Exchange, located at 3300-3310 Devon Avenue, is proposing to erect a monument sign at the corner of McCormick Boulevard and Devon Avenue. In order to install the proposed monument sign within the existing landscape area at this corner, a sign setback variation is necessary. The Zoning Code requires this monument sign to have a minimum 10-foot setback from the property line. As proposed, the monument sign would have an approximate three-foot setback from the McCormick Boulevard lot line. The proposed sign complies with all other bulk regulations of the Zoning Code for monument signs except for the setback requirement.

Public Hearing

On December 18, 2013, the Zoning Board of Appeals (ZBA) held a Public Hearing to consider this matter. At this meeting, public testimony was received from Barry Shack, owner of the Currency Exchange, a tenant of the property, and John Doyle, Chicago Sign Company, sign contractor for the applicant.

Mr. Shack testified that previously there was a pole/pylon sign for his business in the same location as now proposed. Mr. Shack indicated that the Village required the removal of that pole/pylon sign and he now seeks approval to again locate a sign at the corner of the property. Mr. Shack explained that they selected a monument sign rather than a pole sign because the Zoning Code restricts the use of pole/pylon signs in the Village.

Abdul Eweida, owner of Jaffa Bakery and contract purchaser of the property, was present to object to the proposed sign. Mr. Eweida expressed concern with the location of the proposed sign since it would be located in front of his business. Mr. Eweida indicated he had desired to install a sign in the same location as the proposed Currency Exchange sign; however, he testified his desire now is

for no sign. Other than Mr. Eweida, there was no one from the public desiring to provide comment.

In its deliberations, the ZBA considered the existing wall signage at the Currency Exchange. Several ZBA members voiced concern over the two existing wall signs which exceed the Village's current maximum sign area limitation. It was also noted that these walls signs also exceed the Village's current limitation on the maximum number of wall signs allowed.

The ZBA also considered the anticipated signage for Jaffa Bakery. Staff indicated that no formal sign plans have been submitted for Jaffa Bakery, but based on preliminary plans submitted, Staff indicated that it is expected that Jaffa Bakery will have one wall sign on the east elevation (facing McCormick Boulevard) and one wall sign on the south elevation (facing Devon Avenue).

The ZBA generally agreed that if the proposed monument sign were approved, the total signage for the property at 3300-3310 West Devon Avenue would be excessive. The ZBA discussed with the applicant removal of the two existing wall signs and replacement with one wall sign compliant with all bulk regulations. Mr. Shack expressed concern over the total cost of installing the new monument sign, removal of two existing wall signs, and installation of a new wall sign.

The ZBA also reviewed the Special Use and Variations granted to Jaffa Bakery. Commissioner O'Brien questioned if that action included a specific prohibition of a monument sign at the proposed location. Staff indicated there was no such specific prohibition except a general condition that Jaffa Bakery's sign package must be in compliance with the Sign Code. Commissioner O'Brien expressed concern that the proposed monument sign could create a hazardous condition entering the property, especially with the planned Jaffa Bakery's drive-thru.

The ZBA finally discussed the status of property ownership and the rights of the Currency Exchange to propose a monument sign in front of the location of Jaffa Bakery. Staff noted that the property is currently owned by Sportin Life Limited Partnership, L.P, and Jaffa Bakery is the contract purchaser.

The ZBA reviewed the *Installment Agreement for Sale and Purchase of Property* between the current owner, Sportin Life Limited Partnership and Jaffa Bakery, the contract purchaser. This agreement provides that upon completion of the terms of the agreement, Jaffa Bakery will be the owner of the property at 3300-3310 West Devon Avenue. The ZBA noted that the Currency Exchange has authority to seek the requested sign setback variation because the current property owner has signed their Variation application. The ZBA shared Mr. Eweida's concern that if the variation was approved, the monument sign would be located directly in front of Jaffa Bakery.

The ZBA concluded that the requested sign setback variation was appropriate, subject to conditions. By a 4-1 vote (O'Brien opposing), the Zoning Board of Appeals is recommending approval of the requested sign setback variation subject to:

1. The two existing nonconforming Currency Exchange wall signs shall be replaced by a single wall sign on the south facade which is in conformity with the Zoning Code; and
2. A building permit for the monument sign shall not be issued until the Petitioner removes the two existing nonconforming Currency Exchange wall signs are removed.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. ZBA Draft Minutes December 18, 2013
2. ZBA Report December 18, 2013
3. Staff Report to ZBA
4. Public Hearing Application Packet – December 18, 2013
 - a. Sign Variation Application
 - b. Variation Standards
 - c. Proposed Sign Plan
 - d. Existing Subject Property Signs
 - e. Existing Nearby Monument Signs
 - f. Plat of Survey & Ordinance Vacating a Portion of Spaulding ROW
 - g. Notice to First Jaffa Bakery Re: Intent to Install Sign & Lease Agreement
 - h. Installment Agreement For Sale and Purchase of Property
 - i. Proof of Ownership
 - j. Pictures of Sign Mock-up
5. Letter of Objection From Abdul Eweida

RECOMMENDED MOTION:

Move to approve the recommendation of the Zoning Board of Appeals concerning a monument signs setback Variation for the Currency Exchange at the property at 3300-3310 West Devon Avenue and to direct the Village Attorney to prepare for approval the requisite ordinance.

DRAFT

MINUTES OF DECEMBER 18, 2013
MEETING OF THE LINCOLNWOOD
ZONING BOARD OF APPEALS (ZBA)

The regular meeting of the Zoning Board of Appeals was called to order on December 18, 2013 at 7:00 p.m. In attendance were Paul Grant, Jean Izekoe-Halevi, Christopher Nickell, Kathy O'Brien and Herbert Theisen.

Also present: Community Development Manager/Zoning Officer Aaron Cook

Due to the inability of Chairman Malkin to be present at this meeting, Member Herbert Theisen served as Acting Chairman.

Acting Chairman Theisen then called for any comments or corrections regarding the minutes of the last ZBA meeting on September 18, 2013 and the cancelled meeting on November 20, 2013 and, there being none, on motion duly made and seconded, the minutes for both said dates were unanimously approved.

A public hearing was then held on the petition of Barry Shack on behalf of New Devon McCormick Currency Exchange for a variation from the exterior property line setback requirement of Article XI, Section 11.04(1)v of the Zoning Code re property at 3300-3310 W. Devon Avenue. After a full hearing and discussion, Acting Chairman Theisen called for a motion. Whereupon, Member Nickell moved that ZBA recommend granting of the requested variation subject, however, to the condition that the two existing oversize wall signs on the currency exchange be replaced by a single wall sign on the south facade which is in conformity with the Zoning Code; and that a permit for the monument sign be withheld until Petitioner actually replaces the two existing wall signs as aforesaid. Said motion was seconded, whereupon, by a vote of 4 to 1 (Member Kathy O'Brien dissenting), the motion was approved.

(For details, see report filed by Chairman Malkin)

Thereupon, on motion duly made and seconded, the 2014 Zoning Board of Appeals schedule of meetings was unanimously approved.

Acting Chairman Theisen then announced that the next meeting of ZBA is scheduled to be held on January 15, 2014. However, Zoning Officer Aaron Cook announced that since there is no pending business to be heard on that date, that meeting would probably be cancelled.

There being no further business, on motion duly made and seconded, by unanimous consent the meeting was adjourned.

Sherwin J. Malkin, Chairman

(Note: Although Chairman Malkin did not physically attend the meeting, since he viewed the entire meeting on Channel 6, he was able to write these minutes.)

Report of the Zoning Board of Appeals (ZBA) to the Village Board

Date of ZBA meeting: December 18, 2013

ZBA members present: Paul Grant, Jean Ikezoe-Halevi, Christopher Nickell, Kathy O'Brien, and Herbert Theisen

Also present: Development Manager/Zoning Officer Aaron Cook

(Note: Due to the inability of Chairman Malkin to be present at this meeting, Member Herbert Theisen served as Acting Chairman. However, Chairman Malkin viewed the entire meeting on Channel 6 and, therefore, is able to write this report.)

Petition of Barry Shack on behalf of New Devon McCormick Currency Exchange for a variation from the exterior property line setback requirement of Article XI, Section 11.04(1)v of the Zoning Code re property at 3300-3310 W. Devon Avenue

Barry Shack, president of Petitioner, and John Doyle of Chicago Sign Company appeared on behalf of Petitioner.

Nature of the Petition

Petitioner seeks to erect a monument sign in the grassy island area in the southeast corner of the property (being the northwest corner of McCormick Boulevard and Devon Avenue) which would be approximately three feet from the external property line on McCormick Boulevard. The proposed sign would be 5 feet 4 inches high by 9 feet in width, sitting on a 2-foot high base, and would contain the words "Currency Exchange" and "Western Union" on acrylic faces with yellow and black backgrounds on both sides and with exterior fluorescent lighting on both sides of the sign. Zoning Officer Aaron Cook stated that the proposed sign complied with the requirements of the Zoning Code in all other respects, including the requirement regarding the sight triangle.

The currency exchange is a tenant on the property pursuant to a lease with the owner, Sportin Life Limited Partnership. In October 2011, Sportin Life Limited Partnership sold the entire property to Jaffa Bakery, Inc. pursuant to an Installment Agreement. A provision in the lease with the currency exchange gives it the right to erect a sign at the place where they now seek the variation, subject to permit from the Village. Jaffa Bakery had the option under that lease provision to have its name added to the sign if it participated in the signage costs, but Jaffa Bakery failed to exercise that option in a timely fashion. Nevertheless, Abdul Eweida, the president of Jaffa Bakery appeared at the hearing to object to the sign for the primary reason that by failing to identify Jaffa Bakery's business on the sign, it would cause confusion among his customers and could cause accidents. Petitioner's president responded that he would be willing, with Village approval, to install at a later time a pole/pylon sign which would include the Jaffa Bakery name, provided that Jaffa Bakery pays for the sign. Petitioner even offered to bear the entire expense if the Village were to approve such a sign. Member Kathy O'Brien expressed her opinion that, with the addition of the proposed monument sign, there would too much signage on

the property. However, it should be noted that the Zoning Code (Section 11.04(1)i) permits one monument sign per lot as a matter of right.

Issue Presented for Review

Section 11.04(1)v of the Zoning Code requires that monument signs be located no closer than ten (10) feet from an exterior property line. The issue, therefore, is whether Petitioner has demonstrated a sufficient hardship so as to justify the requested variation.

Conclusion and Recommendation of ZBA

On several occasions over the years, variations have been recommended by ZBA, and approved by the Village Board, to permit freestanding signs to be erected closer than ten feet from an exterior property line. Examples of this are the Marathon (formerly Go-Tane) station on Lincoln Avenue, Myron & Phil's restaurant and L'Woods. In the present case, the proposed monument sign would be situated in the only practical location on the property, and requiring it to be set back ten feet from the exterior property line on McCormick Boulevard would cause it to encroach into the parking lot.

However, Section 5.15(8) of the Zoning Code allows ZBA to recommend conditions to any proposed variation which would "implement the general purpose and intent" of the Zoning Ordinance. In that regard, it was noted that Petitioner's existing two wall signs (i.e. "CURRENCY EXCHANGE") violate both the size and number restrictions of the Zoning Code, and that the only reason they are permitted to remain is because they were grandfathered under the Zoning Code. Member Christopher Nickell commented that if the variation were granted, there would be three nonconforming signs on the property, and he asked Petitioner whether he would be willing to remove the existing wall signs and replace them with a single wall sign in conformity with the Zoning Code. Petitioner's president stated that, even though the existing wall signs could legally remain, he would be amenable to that suggestion, but that he did want to expend the money (which his sign contractor estimated at \$25,000 to \$30,000), which he said he could not afford.

After further discussion, Acting Chairman Theisen called for a motion. Whereupon, Member Nickell moved that ZBA recommend granting of the requested variation subject, however, to the condition that the two existing oversize wall signs on the currency exchange be replaced by a single wall sign on the south facade which is in conformity with the Zoning Code; and that a permit for the monument sign be withheld until Petitioner actually replaces the two existing wall signs as aforesaid. Said motion was seconded, whereupon, by a vote of 4 to 1 (Member Kathy O'Brien dissenting), the motion was approved.

S.J. Malkin, Chairman



Staff Report Zoning Board of Appeals

December 18, 2013

Continued from November 20, 2013

Subject Property:

3300-3310 West Devon Avenue

Zoning District: B2 Business District

Petitioner: Barry Shack, Tenant
Michael Levin, Sportin Life Limited
Partnership, L.P. - Property Owner

Requested Action: Variation sought to permit a monument sign within the required exterior property line setback as per Article XI, Section 11.04(1)v of the Zoning Code.



Nature of Request: The petitioner seeks approval of a monument sign to be setback approximately three feet from the McCormick Boulevard lot line rather than the minimum 10 foot setback.

Note: The public hearing for this matter was continued from the November 20, 2013 regularly scheduled Zoning Board of Appeals at the request of the Applicant. The summary below was provided in advance of the November 20th meeting with the exception of the attached pictures of the sign mock-up.

Summary of Request

The Currency Exchange at 3310 West Devon Avenue seeks approval to install a monument sign at the corner of the property at the intersection of McCormick Boulevard and Devon Avenue. The proposed monument sign is proposed at three feet from the McCormick Boulevard lot line. The Zoning Code requires a minimum ten foot setback to exterior lot lines. In order to locate a freestanding sign within the landscape area it appears that some relief from the Zoning Code would be necessary. The Zoning Code also requires that monument signs on properties with multiple street frontages shall be oriented perpendicular to the primary street right-of-way.

Consistent with the Village policy, the applicant will erect a sign mock-up prior to the public hearing. Staff anticipates the sign will be installed late Friday November 15th or Saturday November 16th. The purpose of the mock-up is to allow the ZBA and Village Board an opportunity to view the proposed sign in the proposed location and proposed height/area prior to formally considering a variation for a monument sign. Staff will take pictures of the mock-up for use at the public hearing. Staff also encourages the members of the ZBA to visit the property prior to the Wednesday hearing to view the sign mock-up.

Related Village Action

The Village since 2008 has considered four requests (Lincoln Medical Center, Dairy Star, Hyundai, and Marathon at Cicero Avenue and Pratt Avenue) for relief from the setback requirements for freestanding signs. The Marathon request was granted to permit the continued use of a freestanding sign within the required setback. The Hyundai request was granted to permit a new freestanding sign within the required setback. The Dairy Star sign was located within the public right-of-way and the Village granted approval to relocate the sign onto private property within the required ten foot setback. The Lincoln Medical Center requested a setback variation for a monument sign within the required setback. The request was denied as the sign was found to create undesired line-of-sight issues at the intersection of Lincoln Avenue, Arthur Avenue, and Lawndale Avenue.

Additional Property Information

Current & Proposed Signage – The Currency Exchange, 3310 West Devon Avenue, currently has two existing wall signs as shown in the applicant submitted information. Each wall sign exceeds the current maximum standards for wall signs for 1) Sign Area and 2) Number of Signs.

Jaffa Bakery, 3300 West Devon Avenue, has not submitted formal sign permit applications however based on preliminary plans presented for review, it is expected that Jaffa Bakery will propose one wall sign on the east elevation (facing McCormick Boulevard) as well as a sign on the front entrance element (facing Devon Avenue). The owner of Jaffa Bakery has also expressed a desire to install a sign in the same location as the proposed Currency Exchange monument sign. Staff anticipates the owner of Jaffa Bakery and his sign contractor to be present at the ZBA meeting.

The Currency Exchange as part of the variation application has submitted a copy of notice given to Jaffa Bakery in October 2011 regarding the intention to install a sign at the corner of McCormick Boulevard and Devon Avenue. The notice provision of the Lease is described in Section 25 (attached).

Property Ownership – The property is currently owned by Sportin Life Limited Partnership, L.P. Included in the variation application is an *Installment Agreement for Sale and Purchase of Property*. This agreement is between the current owner, Sportin Life Limited Partnership and Jaffa Bakery, the contract purchaser. The agreement identifies that upon completion of the terms of the agreement that Jaffa Bakery will be the owner of the property at 3300-3310 West Devon Avenue.

Plat of Survey – Staff anticipates that a new and corrected Plat of Survey will be available at the November 20, 2013 ZBA meeting. The Survey submitted as part of the application shows

that the location of the proposed monument sign is within the Spaulding Avenue right-of-way. Also included is the recorded Ordinance vacating the Spaulding Avenue right-of-way. The new survey will include the vacated Spaulding Avenue right-of-way as part of the subject property and therefore the proposed monument sign is located on private property.

Conclusion

The Currency Exchange is seeking a variation in order to erect a monument sign at the corner of the property at 3300-3310 West Devon Avenue. The proposed sign complies with the bulk regulations of the Zoning Code for monument signs other than setback. The Zoning Code requires a minimum 10 foot setback and as proposed the monument sign would be approximately three feet from the McCormick Boulevard lot line.

Documents Attached

1. Zoning Variation Packet
 - a. Sign Variation Application
 - b. Variation Standards
 - c. Proposed Sign Plan
 - d. Existing Subject Property Signs
 - e. Existing Nearby Monument Signs
 - f. Plat of Survey & Ordinance Vacating a Portion of Spaulding ROW
 - g. Notice to First Jaffa Bakery re: Intent to Install Sign & Lease Agreement
 - h. Installment Agreement For Sale and Purchase of Property
 - i. Proof of Ownership
 - j. NEW: Pictures of Sign Mock-up



VILLAGE OF LINCOLNWOOD
Community Development Department

Public Hearing Application
Variations

SUBJECT PROPERTY

Property Address: 3300 E 3310 West Devon Ave
Permanent Real Estate Index Number(s): 10-35-423-029-0000 10-35-423-030-0000
10-35-423-031-0000
Zoning District B-2 Lot Area: Nominal 108' x 158' = 17,064 sq ft 39 Ac.
List all existing structures on the property. Include fencing, sheds, garages, pools, etc.
Commercial buildings per Survey

Are there existing development restrictions affecting the property? ___ Yes X No
(Examples: previous variations, conditions, easements, covenants)

If yes, describe: _____

INNOVATIVE PROPOSALS

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards
- Variation - Signs/Special Signs
- Minor Variation
- Other

PROJECT DESCRIPTION

Describe the Request and Project: Install one double faced monument sign 5' 4" x 9' at 7' 9" elevation (with masonry base) at McCormick St (East) frontage in landscape island.
"Currency Exchange - Western Union"
Connect electric to existing circuit at site.

PROPERTY OWNERSHIP BY THE PROPERTY ADDRESS

Property Owner(s): Sportin' Life Limited Partnership, L.P.
an Illinois Limited Partnership
Name: (List all beneficiaries if Trust): Michael L. Levin
Address: 30 East Huron St Apt 3604 Chgo, IL 60611-4716
Telephone: 312 643-2700 Fax: _____ E-mail Address: levinml@yahoo.com

Petitioner (if different from owner):

Name: Barry Shack Relationship to Property: Tenant
Address: 9124 Terminal Ave Skokie IL 60077-1514
Telephone: 847 583-1850 Fax: 847 583-1749 E-mail Address: ICASHEM@SecondCity
Financial.net

Check all documents that are attached:

- Plat of Survey _____
- Site Plan _____
- Proof of Ownership _____
- Floor Plans _____
- Elevations _____
- Applicable Zoning Worksheet _____
- Photos of the property _____
- PDF files of all drawings _____

For Office Use Only

Fee: _____ Deposit: _____

Date Received: _____

Checked By: _____

The article(s), section(s) and paragraph(s) of the Village of Lincolnwood Zoning Ordinance from which the Action is being sought:

**The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred, to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: Second City Financial Services, Inc.

Address: 9124 Terminal Ave

City, State: Skokie IL 60077-1514

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER

Michael L. Levin 8/8/2013

Signature Date

MICHAEL L. LEVIN

PRINT NAME

PETITIONER (If different than property owner)

Barry Shack 7/22/2013

Signature Date

Barry Shack

PRINT NAME



VILLAGE OF LINCOLNWOOD COMMUNITY DEVELOPMENT DEPARTMENT

To be approved, each variation request must meet certain specific standards. These eight standards are listed below. After each listed standard, explain how your variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

The regulation of signs by this article is intended to promote and protect the public health, safety, and welfare by reducing depreciation of property values caused by signs that are incompatible with the use to which they are associated or with surrounding land uses; by creating a more attractive economic climate within business and manufacturing districts of the Village; by enabling the public to locate goods, services, and facilities in the Village without confusion caused by excessive signage; by enhancing and protecting the physical appearance of all areas of the Village; by protecting signs from obstruction by other signs; and by reducing distractions, obstructions, and hazards to pedestrian and auto traffic caused by indiscriminate placement and use of signs.

The proposed monument sign is compatible with the surrounding land uses and is the minimum size and height to provide the needed visibility for adequate identification and service to the public without distraction or hazard.

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

The monument sign located in the existing island is the only available area to position a sign at the frontage.

3. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same Zoning District.

Other properties do not have the shape and size limitations as does this property.

4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

The monument sign is intended to adequately and safely identify the business at this property as a service to the public.

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The development of this property was per the Village codes in place at the time of the development. Present ownership did not cause the hardship.

6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

The proposed variation will not be detrimental to the public welfare nor injurious to other property or improvements in the neighborhood. The monument sign should have no effect on surrounding properties.

7. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

The proposed monument sign is compatible with the surrounding land uses and is the minimum size and height to provide the needed visibility for adequate identification and service to the public without distraction or hazard.

8. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or impair natural drainage or create drainage problems on adjacent properties, or endanger the public safety, or substantially diminish or impair property values within the neighborhood, or increase congestion of the public streets.

For all Sign Variation and/or Special Sign requests the Applicant shall also complete Questions 9-12.

Currency Exchange
3310 W. Devon

9. The proposed variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

The regulation of signs by this article is intended to promote and protect the public health, safety, and welfare by reducing depreciation of property values caused by signs that are incompatible with the use to which they are associated or with surrounding land uses; by creating a more attractive economic climate within business and manufacturing districts of the Village; by enabling the public to locate goods, services, and facilities in the Village without confusion caused by excessive signage; by enhancing and protecting the physical appearance of all areas of the Village; by protecting signs from obstruction by other signs; and by reducing distractions, obstructions, and hazards to pedestrian and auto traffic caused by indiscriminate placement and use of signs.

The proposed monument sign is compatible with the surrounding land uses and is the minimum size and height to provide the needed visibility for adequate identification and service to the public without distraction or hazard. It meets all of the stated criteria above.

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

The setback requirements are the reason for the variation. The monument sign plan complies with the size, height, construction standards, visibility, safety, and landscaping requirements.

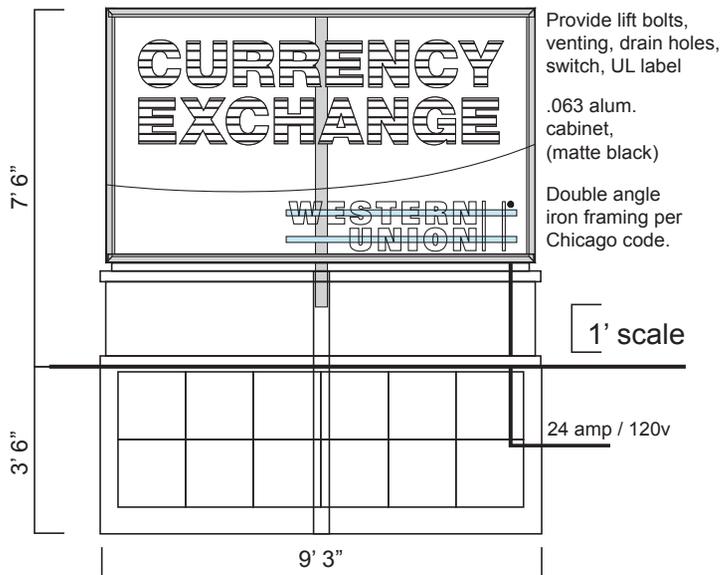
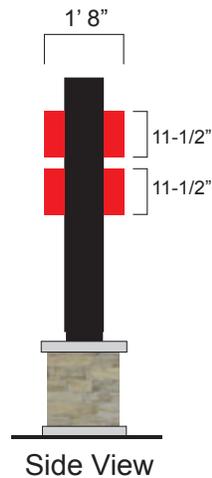
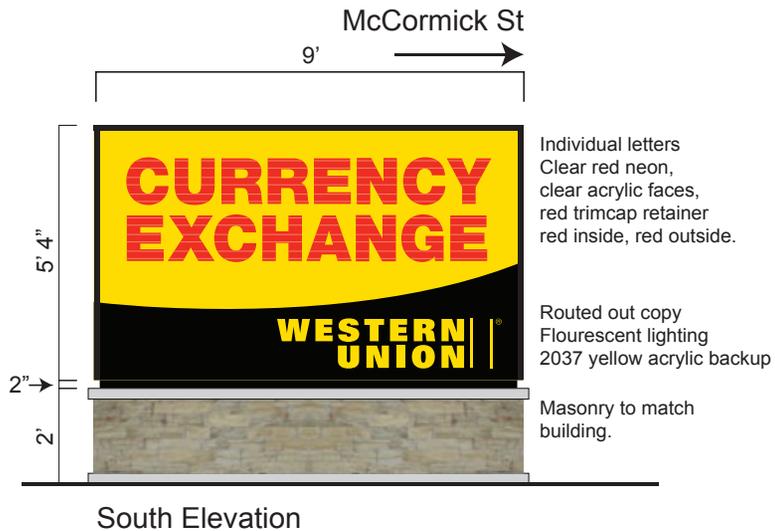
11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

The monument sign with masonry base is consistent with the architectural concept of the site.

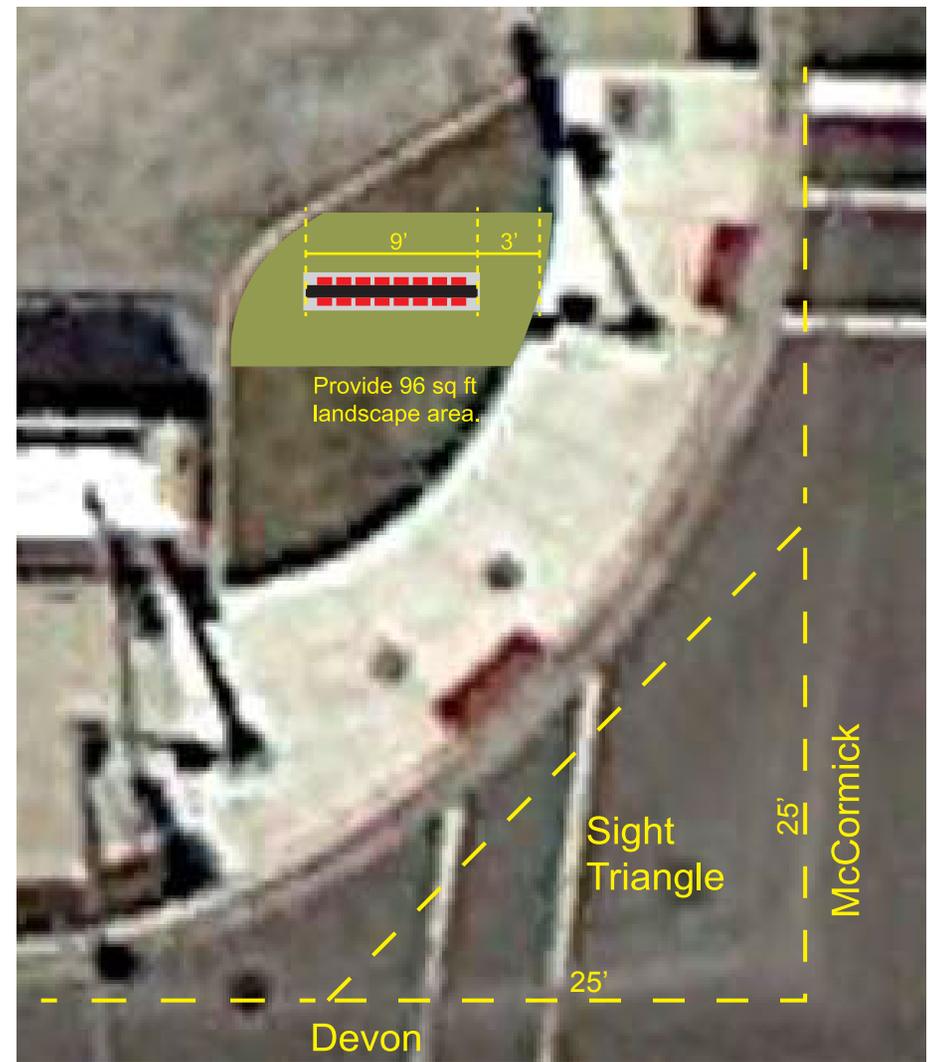
12. The proposed sign conforms with the design and appearance of nearby structures and signs.

The monument sign design, materials, and construction is consistent with other signs and buildings in the area.

09.04.13 Furnish & install 48 sq ft monument sign.
 11.13.13 Revise to 2' pedestal.



Concrete base: 2' x 9' 3" x 3' 6" dp
 with 3" pad above grade



Partial Site Plan



CHICAGO SIGN®

26w 535 St Charles Road, Unit A
Carol Stream, IL 60188
630-407-0802 Fax 630-407-0805
ChicagoSigns@aol.com

08.27.13
Currency Exchange
3310 W. Devon
Lincolnwood, IL



2' 6" x 21' 3"
8"
2' 6" x 21' 3"

South Elevation, West End 1' scale



South Elevation, East End



East Elevation, South End



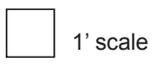
3' x 47' 3"

East Elevation, North End



5' 1"
3' 8" x 13' 10" sign
5' 1" x 13' 10" overall

SW corner of Devon & McCormick



1' scale



15'
10' x 10' sign panel
15' x 12' overall

Proposed Sign Location at NW corner of intersection



Northbound View



Southbound View



Eastbound View



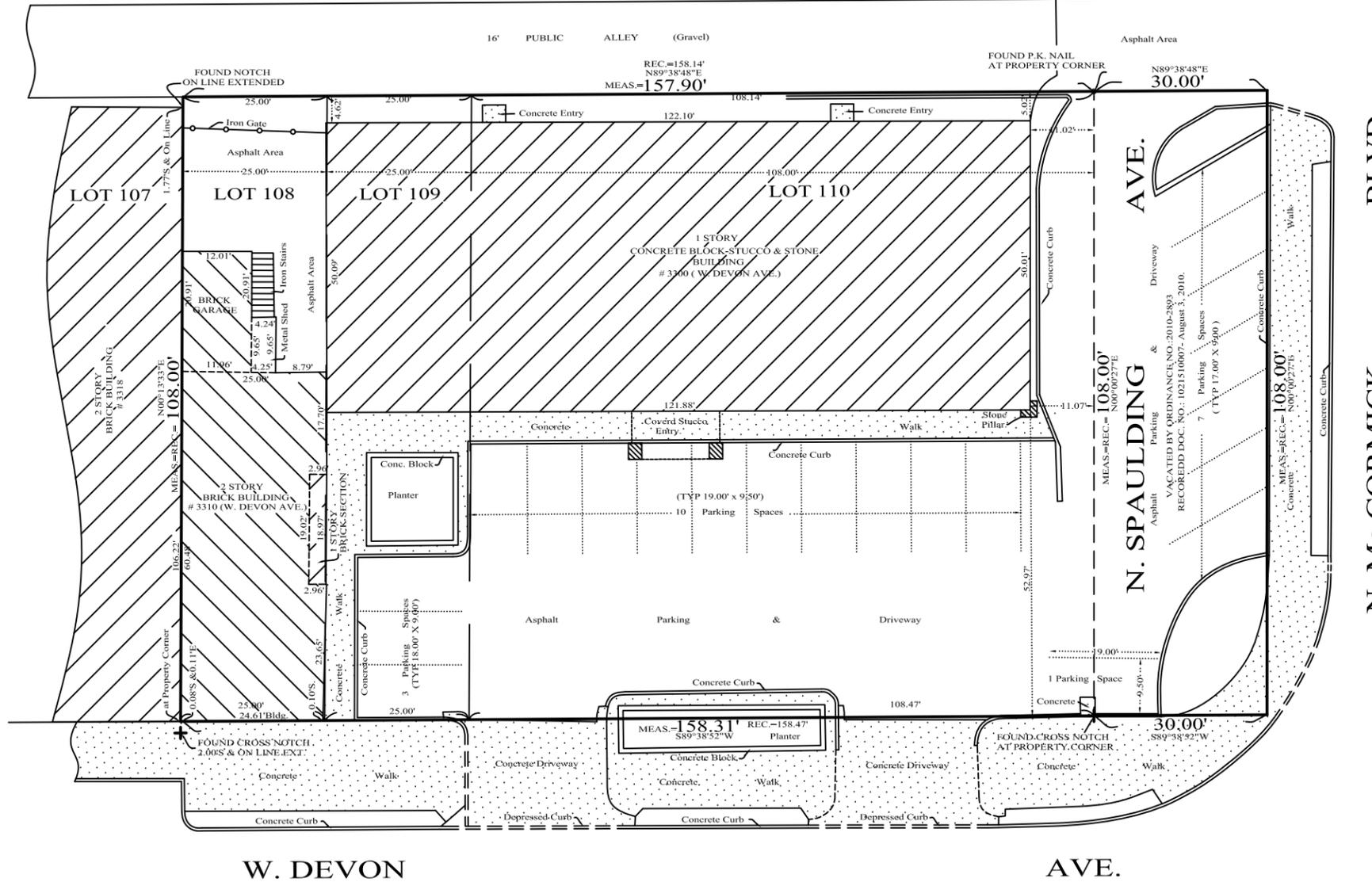
A. P. SURVEYING COMPANY, PC.
 LICENSE No. 184-00309
 PROFESSIONAL DESIGN FIRM - LAND SURVEYING CORPORATION
PLAT OF SURVEY
 OF

2121 PARKVIEW COURT
 WILMETTE, ILLINOIS 60091
 TEL: (847) 853-9364
 FAX: (847) 853-9391
 APSURVEYING@YAHOO.COM

LOTS 108, 109 AND 110 IN EDGAR S. OWEN'S NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, A RESUBDIVISION OF BLOCK 1 AND THE EAST 1/2 OF BLOCK 2 OF ENDERS AND MUNO'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF LINCOLNWOOD, IN COOK COUNTY, ILLINOIS.

ALSO THE WEST 30.00 FEET OF SPAULDING AVENUE LYING SOUTH OF THE NORTH LINE EXTENDED EAST AND NORTH OF THE SOUTH LINE EXTENDED EAST OF LOT 110 IN THE EDGAR S. OWEN'S NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, BEING A RESUBDIVISION OF BLOCK 1 AND THE EAST HALF OF BLOCK 2 OF ENDERS AND MUNO'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1921 AS DOCUMENT 7345199, EXCEPT THAT PART TAKEN FOR DEVON AVENUE, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3300-3310 WEST DEVON AVENUE. CHICAGO. ILLINOIS.



UNLESS OTHERWISE NOTED HEREON THE BEARING BASIS, ELEVATION DATUM AND COORDINATE DATUM IF USED IS ASSUMED.
 I HAVE MADE NO INDEPENDENT SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, OWNERSHIP OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AS PART OF THIS SURVEY, BUT HAVE RELIED UPON THE INFORMATION SUPPLIED TO ME BY THE OWNER'S REPRESENTATIVE.
 I ALSO STATE THAT A TITLE COMMITMENT WAS NOT FURNISHED FOR THIS SURVEY.
 DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 10-3876
 Scale: 1 inch = 15 feet.
 Date: February 18, 2010.
 Ordered by: ABSOLUTE ARCHITECTURE INC.

UPDATE : November 16, 2013.
 ORDERED BY : SPORTIN LIFE LTD PARTNERSHIP.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DISTANCES ARE MARKED IN FEET AND DECIMAL PART THEREOF. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT
 COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

State of Illinois
 s.s.
 County of Cook
 We, A. P. SURVEYING COMPANY, PC. do hereby certify that we have surveyed the above described property and that, to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.



Hylton E. Donaldson

PROF. IL. LAND SURVEYOR No. 2819
 License Expiration: November 30, 2014.



Doc#: 1021510007 Fee: \$136.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/03/2010 10:42 AM Pg: 1 of 0

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2010-2893

**AN ORDINANCE VACATING A PORTION OF
THE SPAULDING AVENUE RIGHT-OF-WAY**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 15th DAY OF JULY, 2010.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this 15th day of July, 2010

RECORDING FEE 136
DATE 8/3/10 COPIES 02
OK BY [Signature]

ORDINANCE NO. 2010-2893

**AN ORDINANCE VACATING A PORTION OF
THE SPAULDING AVENUE RIGHT-OF-WAY**

WHEREAS, Sportin' Life Limited Partnership, L.P. ("*Applicant*") is the record owner of that certain parcel of real property consisting of approximately 17,075 square feet and located at the address commonly known as 3300-3310 West Devon Avenue, Lincolnwood, Illinois, and legally described on Exhibit A attached to and, by this reference, made a part of this Ordinance ("*Property*"); and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, authorizes the Village Board of Trustees to vacate any public street, alley, or right-of-way, or part thereof, in order to serve the public interest; and

WHEREAS, the Village Board of Trustees has determined that the public interest will be served by vacating that portion of the public right-of-way known as Spaulding Avenue that abuts the Property, which portion of the public right-of-way is legally described on Exhibit B attached to and, by this reference, made a part of this Ordinance ("*Right-of-Way*"), as described in and depicted on the Plat of Vacation attached to, and by this reference, made a part of this Ordinance as Exhibit C ("*Plat of Vacation*"), subject to the terms and conditions set forth in this Ordinance; and

WHEREAS, the Village Board of Trustees has further determined that, upon the effective date of the vacation of the Right-of-Way, the Right-of-Way shall be incorporated into and made a part of the Property, and title and sole responsibility of upkeep and maintenance shall vest in the then-owner of the Property; and

WHEREAS, the Village Board of Trustees has found that the vacation of the Right-of-Way will not inhibit any currently existing street access for any parcel or tract dependent on the Right-of-Way as its sole means of access; and

WHEREAS, the Village Board of Trustees has determined that the vacation of the Right-of-Way will serve and be in the best interest of the Village;

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

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

SECTION 2. VACATION OF THE RIGHT-OF-WAY. Subject to, and contingent upon, the condition set forth in Section 3 of this Ordinance, and pursuant to 65 ILCS 5/11-91-1 and the home rule powers of the Village, the Village Board of Trustees shall, and does hereby: (a) vacate that portion of the Spaulding Avenue right-of-way depicted on the Plat of Vacation; and (b) approve the Plat of Vacation.

SECTION 3. **CONDITION.** Immediately upon the recordation of this Ordinance and the Plat of Vacation, as provided in Section 7 of this Ordinance, the Applicant shall take all actions necessary for the assignment of new property identification numbers for the vacated Right-of-Way.

SECTION 4. **TITLE TO THE VACATED RIGHT-OF-WAY.** Upon the recordation of this Ordinance and the Plat of Vacation, as provided in Section 7 of this Ordinance, the vacated Right-of-Way shall be incorporated into and made a part of the Property, and title shall vest in the then-owner of the Property. Following such recording, the vacated Right-of-Way shall be and remain a part of the Property unless and until a plat of subdivision is approved by the Village in accordance with all applicable state and local statutes, ordinances, and regulations.

SECTION 5. **MAINTENANCE OF THE VACATED RIGHT-OF-WAY.** After the recordation of the Plat of Vacation and this Ordinance, the Village shall have no obligation to maintain or perform improvements on the vacated Right-of-Way.

SECTION 6. **RESERVATION OF RIGHTS.** The vacation of the Right-of-Way shall not affect any easement rights the Village may have with regard to the Property, and such vacations shall be subject to and limited by the easements and other rights set forth on the Plat of Vacation.

SECTION 7. **RECORDATION.** The Village Clerk shall cause this Ordinance and the Plat of Vacation to be recorded in the Office of the Recorder of Cook County.

SECTION 8. **SEVERABILITY.** If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9. **EFFECTIVE DATE.** This Ordinance shall be effective only upon the occurrence of all of the following events:

- A. Passage by three-fourths of the members of the Village Board of Trustees, excluding the Village President, in the manner required by law;
- B. Publication in pamphlet form in the manner required by law; and
- C. The recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Office of the Recorder of Cook County.

[SIGNATURE PAGE FOLLOWS]

PASSED this 15th day of July, 2010.

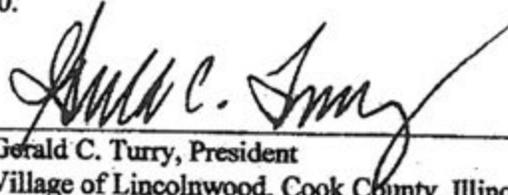
AYES: Trustees Froman, Heidtke, Leftakes, Elster, Sprogis-Marohn

NAYS: None

ABSENT: Trustee Patel

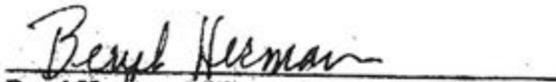
ABSTENTION: None

APPROVED by me this 15th day of July, 2010.



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

ATTESTED and FILED in my office the
15th day of July, 2010.



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

9548348_v2

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 108, 109, AND 110 IN EDGAR S. OWEN'S NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, A RESUBDIVISION OF BLOCK 1 AND THE EAST 1/2 OF BLOCK 2 OF ENDER AND MUNO'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF LINCOLNWOOD, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3300-3310 West Devon Avenue, Lincolnwood, Illinois.

PINs: 10-35-423-029-0000, 10-35-423-030-0000, 10-35-423-031-0000

EXHIBIT B

LEGAL DESCRIPTION OF THE RIGHT-OF-WAY



THE WEST 30.00 FEET OF SPAULDING AVENUE LYING SOUTH OF THE NORTH LINE EXTENDED EAST AND NORTH OF THE SOUTH LINE EXTENDED EAST OF LOT 110 IN THE EDGAR S. OWEN'S NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, BEING A RESUBDIVISION OF BLOCK 1 AND THE EAST HALF OF BLOCK 2 OF ENDER'S AND MUNO'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1921 AS DOCUMENT 7345199, EXCEPT THAT PART TAKEN FOR DEVON AVENUE, IN COOK COUNTY, ILLINOIS.

#9672943_v1

EXHIBIT C

PLAT OF VACATION

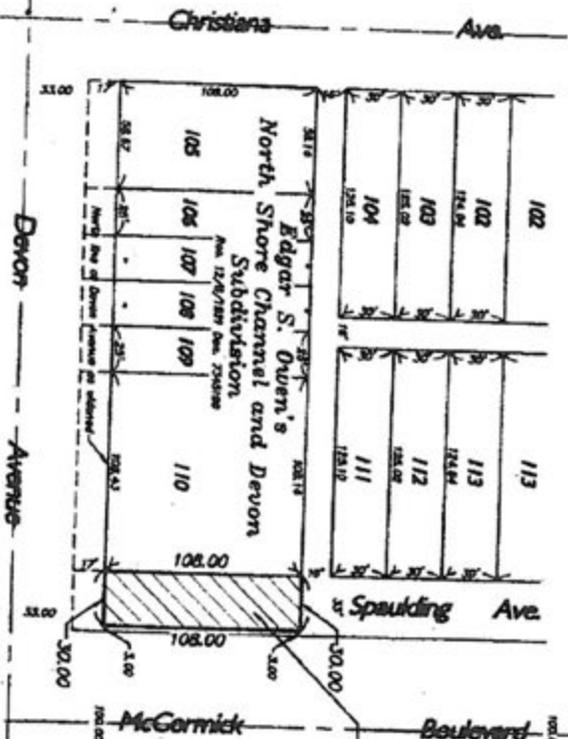


Plat of Vacation

Of the West 30.00 feet of Spaulding Avenue lying South of the North line extended East and North of the South line extended East of Lot 110 in the Edgar S. Owen's North Shore Channel and Devon Avenue Subdivision, being a Re-division of Block 1 and the East Half of Block 2 of Edgar's and Owen's Subdivision of part of the South-Principles Meridian, according to the plat thereof recorded December 6, 1971 on Document 7345199, except that part taken for Devon Avenue, in Cook County, Illinois.

Note: This vacation of Spaulding Avenue shall preserve an easement for any public or private utilities that may exist in said vacated Spaulding Avenue.

1 Inch = 60 Ft.



Hereby Vacated

Village Board Certificate

State of Illinois) S.S.
County of Cook) S.S.

Approved and accepted this _____ of _____ 2010
By the Board of Trustees of the Village of Lincolnwood, Cook,
County, Illinois.

By _____ Village President

Attest: _____ Village Clerk

Surveyor's Certificate

State of Illinois) S.S.
County of Cook) S.S.

We, Great-Hamilton Associates, Inc. do hereby certify that we
have prepared this Plat of Vacation and that it is a true and
correct representation of said vacation. All distances shown
hereon are in feet and decimal parts thereof.

Dated this 20th day of July, A.D. 2010 in
Vernon Hills, Illinois.

Illinois Professional Land Surveyor No. 2505
My License expires November 30, 2010



GHAMBERTON ASSOCIATES, INC.
850 Power Edge Drive • Vernon Hills, IL 60061
Tel: 847.478.9700 • Fax: 847.478.9701

Plat of Vacation

Spaulding Avenue Vacation
Amended/Revised Plat

PLAT NO.	8873-300	Spaulding Plat of Vacation, Inc.
DATE	6/27/10	GHAMBERTON ASSOCIATES, INC.
SCALE	AS SHOWN	
BY		
DATE		

Doc#: 1021510007 Fee: \$136.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/03/2010 10:42 AM Pg: 0

PLAT

DOCUMENTS WITH THIS

PLAT

9 pages	18
1 exhibit	118
	<hr/>
	136

SEE PLAT INDEX

136

RA

SECOND CITY
Financial Services

9124 Terminal Ave.
Skokie, IL 60077-1514
1-847-583-1850
1-847-583-1749 fax

October 26, 2011

Abduhl Eweida
First Jaffa Bakery, Inc.
3300 W. Devon Ave.
Lincolnwood, IL 60712

RE: Signage per lease for 3310 W. Devon
The currency exchange

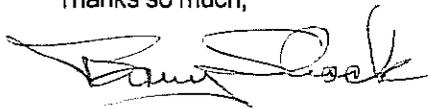
Dear Mr. Eweida :

I'd like to share with you that the currency exchange will be exercising its lease option to apply for a permit and erect a pylon (pole) sign on the southeast corner of the real estate owned by the landlord, commonly known as 3300 West Devon Ave. This right has also been extended to the First Jaffa Bakery Inc.

Should you decide to participate such signage shall be split in cost between both tenants. However should you choose that First Jaffa Bakery, Inc. not participate with the purchase of the sign the currency exchange will bear the total cost of the signage.

I have started the process of applying for a sign permit. Please inform me (Barry Shack) and the landlord of your intention within the next 30 days. I may need to apply for a special use permit thereby hiring an attorney for the variance so there will be some expense prior to the permit being granted. I will hand deliver a diagram of the former sign on this site to you personally for your input.

Thanks so much,



Barry Shack
President

CC: Sportin Life Limited
Alan O. Amos & Associates, PC

Copies of Proof of E Signi's Certified Mail to hand level, hand level Attorney and Me Abdul Eweida owner of First Tafa Bakery, Inc.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

1. Article Addressed to: **Me Abdul Eweida**
First Tafa Bakery, Inc.
225 W. Michigan Ave
Chicago IL 60601

2. Article Number: **7010 2780 0002 4914 0733**
 Transfer from service label: **Form 3811, February 2004**
 Domestic Return Receipt

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

A. Signature: *[Signature]* Agent
 B. Received by (Printed Name): **MARCO SALGADO** Addressee
 C. Date of Delivery: **10/27/11**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Me Michael Levin
Spartan Life Limited Partners LP
30E Huron St #13905
Chicago IL 60611

2. Article Number: **7010 2780 0002 4914 0757**
 Transfer from service label: **Form 3811, February 2004**
 Domestic Return Receipt

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

A. Signature: *[Signature]* Agent
 B. Received by (Printed Name): **MICHAEL LEVIN** Addressee
 C. Date of Delivery: **10/27/11**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Me Harold Amos
Harold Amos Associates, PC
1800 LaSalle St
Suite 3150
Chicago IL 60601

2. Article Number: **7010 2780 0002 4914 0740**
 Transfer from service label: **Form 3811, February 2004**
 Domestic Return Receipt

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

A. Signature: *[Signature]* Agent
 B. Received by (Printed Name): **Harold Amos** Addressee
 C. Date of Delivery: **10-27-11**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

COMPLETE THIS SECTION ON DELIVERY

COMPLETE THIS SECTION ON DELIVERY

1. Article Number: **7010 2780 0002 4914 0740**
 Transfer from service label: **Form 3811, February 2004**
 Domestic Return Receipt

2. Article Number: **7010 2780 0002 4914 0740**
 Transfer from service label: **Form 3811, February 2004**
 Domestic Return Receipt

LEASE

THIS LEASE is made as of the 31st day of January, 2011 by and between Sportin Life Limited Partnership, L.P., an Illinois limited partnership, being the beneficial owner of the premises (as hereinafter referred) ("Landlord") and New Devon McCormick Currency Exchange, Inc., an Illinois corporation ("Tenant").

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord solely for the purposes set forth below, the garage area and approximately 1,500 square feet being the entire ground floor of the building ("Building") commonly known as 3310 West Devon Avenue, Lincolnwood, Illinois; together with the appurtenances thereto (collectively the "Premises") for the terms set forth below, all upon the following terms and conditions:

1. Term of Lease. The term of this Lease is for a period of three (3) years commencing February 1, 2011 (hereinafter sometimes referred to as the "Lease Commencement Date"), and ending at the end of the third (3rd) Lease Year, unless extended as herein set forth (the "Initial Lease Term").

As used in this Lease, the term "Lease Year" shall mean a period of twelve (12) consecutive months commencing on the Lease Commencement Date and each successive twelve (12) month period thereafter; provided, however, that if the Lease Commencement Date is not the first day of a month, then the second Lease year shall commence on the first day of the month in which the first anniversary of the Lease Commencement Date occurs.

Provided this Lease is in full force and effect, and Tenant is not in default hereunder, the Term at the end of the Initial Lease Term, shall be extended for an additional term of three (3) years ("First Extended Term"), provided that such extension shall be upon the same terms, provisions, covenants and conditions as are contained in this Lease except as to (a) the duration of the Term, (b) such provisions in the Lease which by their terms are only applicable to the Initial Lease Term and (c) rent. Notwithstanding anything aforesaid to the contrary the Lease shall not be so extended in the event that Tenant gives Landlord written notice no later than one hundred eighty (120) days prior to the expiration of the Initial Term that Tenant desires to terminate the Lease at the end of the Initial Term.

Provided this Lease is in full force and effect, and Tenant is not in default hereunder, the Term at the end of the First Extended Term shall be extended for a further additional term of three (3) years ("Second Extended Term"), provided that such extension shall be upon the same terms, provisions, covenants and conditions as are contained in this Lease except as to (a) the duration of the Term, (b) such provisions in the Lease which by their terms are only applicable to the Initial Lease Term or First Extended Term and (c) rent. Notwithstanding anything aforesaid to the contrary the Lease shall not be so extended in the event that Tenant gives Landlord written notice no later than one hundred eighty (120) days prior to the expiration of the First Extended Term that Tenant desires to terminate the Lease at the end of the First Extended Term.



1/16



The word "Term" as used in this Lease shall mean the Initial Lease Term, the First Extended Term and the Second Extended Term provided Tenant has not timely exercised his right to terminate the Lease.

2. Rent.

Commencing upon the Lease Commencement Date (the "Rent Commencement Date") Tenant shall pay to Sportin Life Limited Partnership, L.P. by direct electronic deposit into its designated bank account or such other address designated by Landlord from time to time, as annual rent during the Term of this Lease, (the "Annual Base Rent"), without notice or demand, and without deduction or set-off of any kind. Such sum shall be payable in monthly installments as follows:

2011
The Base Rent for the first year of the Initial Term shall be \$26,172.00 payable in monthly installments in the amount of \$2,181.00.

17
The Base Rent for the second year of the Initial Term shall be \$26,957.16 payable in monthly installments in the amount of \$2,246.43.

13
The Base Rent for the third year of the Initial Term shall be \$27,765.84 payable in monthly installments in the amount of \$2,313.82.

14
The Base Rent for the first year of the First Extended Term shall be \$28,598.76 payable in monthly installments in the amount of \$2,383.23.

15
The Base Rent for the second year of the First Extended Term shall be \$29,456.76 payable in monthly installments in the amount of \$2,454.73.

16
The Base Rent for the third year of the First Extended Term shall be \$30,340.44 payable in monthly installments in the amount of \$2,528.37.

17
The Base Rent for the first year of the Second Extended Term shall be \$31,250.64 payable in monthly installments in the amount of \$2,604.22.

18
The Base Rent for the second year of the Second Extended Term shall be \$32,188.20 payable in monthly installments in the amount of \$2,682.35.

19
The Base Rent for the third year of the Second Extended Term shall be \$33,153.84 payable in monthly installments in the amount of \$2,762.82.

3. Purpose. Tenant shall use the Premises for a currency exchange and related uses ("Permitted Use") and for no other purpose. Permitted uses shall include all Illinois Department of Financial Services approved services including pay day loans, income tax services, sale of insurance, etc. which services may be provided by third parties and shall not violate provision against sub-leasing.



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4. Condition of Premises.

A. Tenant has examined, knows the condition of and has accepted the Premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof have been made by Landlord or its agent prior to or at the execution of this Lease.

B. Tenant shall keep the Premises and all appurtenances in good repair and in a clean condition according to and in compliance with all applicable building codes and laws regulating the use or occupancy of the Premises during the term of this Lease at Tenant's expense and shall pay all heating, air conditioning and electric bills for services provided to the Premises promptly when due. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions to the Premises or to the Building or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree.

5. Assignment and Subletting.

A. Tenant shall not, without the prior written consent of Landlord, which consent shall not unreasonably be withheld (i) assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, (ii) permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, (iii) sublet the Premises or any part thereof, or (iv) permit the use of the Premises by any persons other than Tenant and its employees (all of the foregoing are hereinafter are sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). In the event of a proposed transfer three years financial statements and tax returns of the proposed Transferee shall be provided to Landlord and Tenant and its majority shareholders shall guaranty performance of the terms of the Lease by the Transferee.

B. For purposes of this Lease, the term "Transfer" shall also include (a) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, or a majority of the partners, or transfer of a majority or partnership interests, within a twelve (12) month period, or the dissolution of the partnership, and (b) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over-the-counter), the dissolution, merger, consolidation or other reorganization of Tenant, or within a twelve month period; (i) the sale or other transfer of more than an aggregate of fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death or to one (1) or more trusts for the benefit of the shareholder and/or his immediate family members or others for estate planning purposes) or (ii) the sale, mortgage, hypothecation or pledge of more than an aggregate of fifty percent (50%) of the value of the unencumbered assets of Tenant.

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C. If Landlord consents to a Transfer; (a) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (b) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (c) no Transferee shall succeed to any rights provided in this Lease or any amendment hereto to extend the Term of this Lease, expand the Premises, or lease additional space, any such rights being deemed personal to Tenant, (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord.

6. Alterations. Other than interior alterations which have a value of less than Five Thousand and 00/100 Dollars (\$5,000.00) and which do not involve any building structural components or systems, Tenant shall not permit any alteration of or addition to any part of the Premises, except by written consent of Landlord which consent shall not unreasonably be withheld. Tenant shall deliver plans and specifications for Tenant's intended improvements to the Premises (the "Plans and Specifications") prior to the intended commencement date of any such alterations for Landlord's approval. Upon receipt of Landlord's approval of the Plans and Specifications, Tenant hereby agrees to revise the Plans and Specifications as may be required by Landlord to obtain Landlord's approval, Tenant shall promptly commence construction of the intended improvements and shall diligently proceed to complete such work. All work in the Premises shall be performed in accordance with the approved Plans and Specifications. All alterations and additions to the Premises shall remain for the benefit of Landlord unless otherwise provided in the consent aforesaid. Tenant further agrees that upon termination of this Lease, whether by default of Tenant or at the end of the Lease terms, if requested by Landlord in written notice to Tenant, the Tenant, notwithstanding Landlord's consent to alterations and additions, shall at Landlord's direction only, remove all alterations and additions and return the Premises to the same condition as at the commencement of this Lease, ordinary wear and tear excepted, all at Tenant's sole cost and expense.

7. Liens. Tenant will not permit any mechanic's lien to be placed upon the Premises during the Term, and in case of any such lien, Tenant, upon demand from Landlord, will promptly pay same or provide, at Tenant's expense, an endorsement to Landlord's title insurance policy insuring Landlord against any loss arising out of said lien. If such endorsement is not supplied and if default in payment thereof shall continue for thirty (30) days after written notice thereof from Landlord to the Tenant, Landlord shall have the right and privilege at Landlord's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately on rendition of bill therefor. Notwithstanding anything aforesaid to the contrary in the event that Tenant and its majority shareholders agree to indemnify and hold Landlord harmless against any such claim and costs and attorney's fees arising therefrom, Landlord shall not exercise its option of payment

8. Responsibility of Landlord and Tenant.

A. Landlord shall not be liable for any damage, occasioned by failure of Tenant to keep the Premises in repair as required hereunder nor for any damage done or occasioned by or

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from plumbing, gas, water, sprinkler, steam or other pipes or sewerage within the Premises. Tenant shall provide cleaning of its space at its expense. Tenant shall maintain the heating, ventilation and air conditioning equipment according to manufacturer's recommendations. Notwithstanding anything aforesaid to the contrary it shall be Landlord's obligation to maintain the roof of the Building and portions of the Building not subject to this Lease and the parking area.

B. With respect to any repairs to the Building which Landlord is required to perform under the terms of this Lease, upon the written demand of Tenant, Landlord shall promptly apply for any permit required to perform such repairs and shall satisfy any contingencies required by the Village of Lincolnwood. Upon such satisfaction and the issuance of any required building permit Landlord shall commence to make such repairs. In the event such repairs have not been completed within 30 days of the issuance of any permit Tenant may complete the repairs and deduct the cost thereof from the next rent due. Notwithstanding anything aforesaid to the contrary, such 30 day period shall be extended if the non-completion of repairs is proximately caused by strikes, unavailability of materials or adverse weather conditions.

C. With respect to any repairs to the Premises which Tenant is required to perform under the terms of this Lease, upon the written demand of Landlord, Tenant shall promptly apply for any permit required to perform such repairs and shall satisfy any contingencies required by the Village of Lincolnwood. Upon such satisfaction and the issuance of any required building permit Tenant shall commence to make such repairs. In the event such repairs have not been completed within 30 days of the issuance of any permit Landlord may complete the repairs and deduct the cost thereof from the next rent due. Notwithstanding anything aforesaid to the contrary, such 30 day period shall be extended if the non-completion of repairs is proximately caused by strikes, unavailability of materials or adverse weather conditions.

9. Tenant Insurance. Tenant shall purchase and maintain insurance during the entire Term for the benefit of Tenant and Landlord (as their interests may appear) with terms, coverages and in companies reasonably satisfactory to Landlord, and with such increases in limits as Landlord may from time to time request, but initially Tenant shall maintain comprehensive liability insurance covering the insured against claims of bodily injury, personal injury and liabilities or use of the Premises:

Bodily Injury and Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Personal Injury Liability	\$2,000,000 annual aggregate

Tenant shall, prior to the commencement of the Term, furnish to Landlord certificates evidencing such coverage, which certificates shall state that such coverage may not be changed or canceled without at least thirty (30) days prior to written notice to Landlord and Tenant and shall name 

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Landlord, Landlord's beneficiary, if any, and Landlord's management agent as additional insureds. Any policies purchased by Tenant shall contain a clause pursuant to which the insurance carrier waives all rights of subrogation against Landlord with respect to lessee payable under such policies.

10. Indemnification. Tenant shall protect and save and keep Landlord forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, occasioned by the neglect of Tenant or those holding under Tenant, and that Tenant will at all times protect, indemnify, save and hold Landlord harmless against and from any and all loss, costs, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, arising out of any act or conduct of Tenant or any employee, agent or invitee or Tenant, causing injury to any person or property and will protect, indemnify and save and hold harmless the Landlord against and from any and all claims and any and all loss, costs, damage or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions hereof.

11. Right to Enter. Landlord is hereby given the right with advance notice and at reasonable times during non-business hours, but without interference with Tenant's business, to enter the Premises and to exhibit the same to prospective purchasers of the Building or prospective tenants.

12. Fire and Casualty.

A. In the event that the Premises shall be destroyed or rendered untenable by fire or other casualty during the Term thereof so as to interfere with the operation of Tenant's business in the Premises and thereby necessitating Tenant to temporarily close its business to the public, then and in such event, Landlord shall within twenty one (21) days of the occurrence of such fire or other casualty give Tenant written notice of Landlord's election to either (a) repair and restore the Premises or (b) not to repair and restore the Premises. If Landlord shall not give Tenant such written notice within said twenty-one (21) day period, it shall be presumed that Landlord has elected to repair and restore the Premises. In the event that Landlord shall elect not to repair and restore the Premises, then and in such event, Tenant shall within thirty (30) days of the occurrence of such fire or other casualty give Landlord written notice of Tenant's election to either (a) repair and restore the Premises or (b) cancel and terminate this Lease. If Tenant shall not give Landlord such written notice within said thirty (30) day period, it shall be presumed that Tenant has elected to not repair and restore the Premises. In the event Landlord shall elect and Tenant shall elect (or be presumed to elect) not to repair and restore the Premises, then and in such event, the Rent shall cease and this Lease shall terminate as of the date of the fire or other casualty and the proceeds of any insurance (excluding proceeds for the damage or destruction of Tenant's property and/or the interruption of Tenant's business) shall belong to and be the property of Landlord.

B. In the event of fire or other casualty to the Premises during the Term which does not substantially interfere with the operation of tenant's business in the Premises, then and in such event, Landlord shall proceed with reasonable diligence to repair and restore the Premises to the condition the Premises were in at the commencement of the Term.

C. In the event Landlord shall elect to repair and restore the Premises, then and

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in such event, Landlord shall proceed with reasonable diligence to repair and restore the Premises to the condition the Premises were in at the commencement of the Term and shall complete such repair and restoration within ninety (90) days of the fire or other casualty. In the event Tenant shall elect to repair and restore the Premises, then and in such event, Tenant shall proceed with reasonable diligence to repair and restore the Premises to the condition the Premises were in at the commencement of the Term and the proceeds of any of Landlord's insurance shall be applied toward the cost of the such repairs and restoration. In the event said insurance proceeds are insufficient to reimburse Tenant in full for the cost of such repairs and restoration, then and in such event, Rent shall be abated in the amount of the insufficiency. Landlord shall reimburse Tenant in full for the unpaid balance of the sufficiency, if any, remaining at the termination of this Lease within thirty (30) days of the date of such termination.

D. During such time as the Premises are being repaired and restored by either Landlord or Tenant, Rent (including additional rent) shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof, and Landlord shall not be otherwise liable for any damage, compensation or other claim by reason of inconvenience, annoyance or interruption in the use of the Premises caused by the fire or other casualty. In no event shall Landlord be responsible for the repair or restoration of any Tenant improvements made by Tenant or the replacement of any Tenant fixtures, furnishings or equipment within the Premises.

E. Landlord is aware that the Permitted Use is a personal service business and that any interruption in the business could result in a loss of Tenant's customers. Therefore, Landlord agrees that in the event of fire or other casualty during the Term which causes Tenant to temporarily close its business to the public, then and in such event, Tenant shall have the right to maintain a trailer or other temporary facility for the purpose of conducting the Permitted Use on Landlord's property adjacent to the Building during such time as the Premises are untenable; provided, that Tenant shall not interrupt or interfere with the other tenants of the Building.

13. Default.

A. Any one or more of the following events shall be considered events of default as said term is used herein:

(i) In the event that Tenant shall be adjudged a bankrupt or a decree or order approving as properly filed a petition answer asking reorganization of the Tenant under the federal bankruptcy laws, as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

(ii) In the event that Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended, or in the event that Tenant shall institute any proceedings, or Tenant shall give its consent to the institution of any proceedings for any relief of the Tenant under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements,

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composition or extension; or

(iii) In the event that Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for the Tenant or any of the property of the Tenant; or

(iv) In the event that Tenant shall default in any monthly payment of Rent or other money required to be paid by Tenant hereunder including, but not limited to, payment required under paragraph 21 hereof when due as herein provided; and shall continue twenty (20) days after notice thereof in writing to the Tenant by Landlord or its agent; or

(v) In the event that Tenant shall default in any of the non-monetary covenants or agreements herein contained to be kept, observed and performed by the Tenant, and such default shall continue thirty (30) days after notice thereof in writing to the Tenant by Landlord or its agent unless Tenant is proceeding diligently to cure said default and said cure is accomplished within sixty (60) days; or

(vi) The abandonment of the Premises.

B. If an event of default occurs, Landlord shall have the following remedies in addition to all other rights and remedies provided at law or equity:

(i) Landlord may terminate this Lease and the Term by giving Tenant written notice of Landlord's election to do so and the effective date thereof, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord, as liquidated damages, a sum of money equal to the value of the Rent provided to be paid by Tenant for the balance of the Term. If the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for the balance of the Term exceeds the value of the rent provided to be paid by Tenant for the balance of the term, Landlord shall have no obligation to pay to Tenant the excess of any part thereof or credit such amount against any other sums of damages for which Tenant may be liable to Landlord.

(ii) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving written notice to Tenant that Tenant's right to possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the present value of the rent (at the then current rates therefor) for the period from the date stated in the notice terminating possession to the Expiration Date (such present value to be computed on the basis of a per annum yield on U.S. Treasury obligations maturing closest to the Expiration Date calculated on the date specified in said notice) which amount shall, at the option of Landlord, be immediately due and payable by Tenant to Landlord, together with any other monies

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due hereunder, and Landlord shall have the right of immediate recovery of all such amounts. In the alternative, Landlord shall have the right from time to time to recover from Tenant, and Tenant shall remain liable for all rent not theretofore accelerated and paid pursuant to the foregoing sentence and any other sums thereafter accruing as they become due under this Lease during the period from the date of such notice to termination of possession to the Expiration Date. In any such case, Landlord shall use its reasonably best efforts to re-let the Premises in a commercially reasonable manner for the account of Tenant for such rent, from time to time (which may be for a term extending beyond the term of this Lease) and upon such terms as Landlord in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Also, in any such case, Landlord may change the locks or other entry devices of the Premises and make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by Landlord necessary or desirable, and Tenant shall upon written demand pay the cost thereof together with Landlord's expenses of reletting, including without limitation, brokerage commissions payable to Landlord's agent or others. Landlord may collect the rents from any such reletting and apply the same first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting and second to the payment of rent herein provided to be paid by Tenant, and any excess or residue shall operate only as an offsetting credit against the amount of rent due and owing or paid as a result of acceleration or as the same thereafter becomes due and payable hereunder, but the use of such offsetting credit to reduce the amount of rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue and any such excess or residue shall belong to Landlord solely; provided that in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of either the aggregate sum due and owing or paid as a result of acceleration or which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no default occurred, as applicable. No such reentry, repossession, repairs, alterations, additions or reletting shall be construed as an eviction or ouster of Tenant or as an election of Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

(iii) Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant, without notice in a case of emergency or in case of correction of a dangerous or hazardous condition, and in any other case if such default continues after ten (10) days from the date of the giving by Landlord to Tenant of written notice of intention so to do. Bills for any expense incurred by Landlord in connection with any such performance by Landlord for the account of Tenant, and shall be due and payable in accordance with the terms of said bills, and is not paid when due, the amounts thereof shall immediately become due and payable under this Lease.

14. Condemnation.



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A. In the event that by the power of eminent domain or condemnation by any competent authority for any public or quasi-public use or purpose the whole or any part of the Premises or Building shall be taken or condemned, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority either or both in such manner as to require the reconstruction or remodeling of any part of the Premises or Building, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation (a "Taking"), then and in any such event, Landlord and Tenant shall each have the option to terminate this Lease upon thirty (30) days written notice; provided, that such notice is given no later than thirty (30) days after the date of such Taking and further, provided, that upon thirty (30) days written notice within said thirty (30) day period Tenant shall have the option to reconstruct and/or remodel the Premises in which event the Lease shall continue in full force and effect. If Tenant shall not give Landlord such written notice within said thirty (30) day period, it shall be presumed that Tenant has elected not to reconstruct and/or remodel the Premises. If Tenant shall elect to reconstruct and/or remodel the Premises, Tenant shall proceed with reasonable diligence to reconstruct and repair the Premises. All rent (including additional rent) shall be apportioned as of the date of such termination, or the date of such Taking, whichever shall first occur.

B. In the event that by power of eminent domain or condemnation by any competent authority for any public or quasi-public use or purpose more than ten percent (10%) of the Premises or Building shall be taken or condemned, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority and as a result of such condemnation or taken access to the Premises is substantially impaired or the Permitted Use cannot be reasonably continued, as a result of such taking or condemnation, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, then and in any such event, Tenant shall have the option to terminate this Lease upon thirty (30) days written notice, provided such notice is given no later than thirty (30) days after the date of such taking.

C. In the event of a taking by eminent domain or condemnation, Landlord and Tenant shall each have the right to recover compensation from the condemning authority for any loss or damage caused by such condemnation of taking without prejudice to the other. All rent (including additional rent) shall be apportioned as of the date of such termination, or the date of such taking, whichever shall first occur. If any part of the Premises shall be taken, and this Lease shall not be terminated, the rent (including additional rent) shall be proportionately abated.

15. Notices. Any notice from Landlord to Tenant, or from Tenant to Landlord, shall be deemed duly served if mailed by (and all notices hereunder shall be delivered by) registered or certified mail, return receipt requested, addressed to the party to whom the notice is given at:

If to Landlord:

Mr. Michael L. Levin
Sportin Life Limited Partnership, L.P.
c/o Gold Coast Gallery
3250 N. Lincoln Avenue
Chicago, Illinois 60657



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With a copy to:

Mr. Alan O. Amos
Alan O. Amos & Associates, P.C.
Suite 3150
180 N. LaSalle Street
Chicago, Illinois 60601

If to Tenant:

New Devon McCormick Currency Exchange
c/o Second City Financial Services, Inc.
Attn: Mr. Barry Shack
9124 Terminal Avenue
Skokie, IL 60077-1541

With a copy to:

Mr. Robert A. Coe
Robert A. Coe & Assoc., LLC
Suite 500
555 Skokie Blvd.
Northbrook, IL 60062

or such other address as such party hereafter may designate, and the customary registered or certified mail receipt shall be evidence of such services.

16. Mortgages. Unless otherwise directed in writing by the holder of any mortgage on the Premises, this Lease shall be subject and subordinate at all times to the lien of any existing mortgage or mortgages which hereafter may be made a lien on the Premises, provided that so long as Tenant shall pay the Rent and comply with the other terms and conditions of this Lease, Tenant shall not be disturbed in its quiet enjoyment of the Premises. Although no instruments or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver further instruments subordinating the Lease to the lien of any such mortgages as may be desired by the mortgagee, provided Tenant's rights to non-disturbance as described above are maintained. Landlord will obtain a subordination and non-disturbance agreement from its current mortgagee on the mortgagee's standard form.

Tenant agrees that from time to time, upon not less than five (5) days prior requests by Landlord, it will deliver a statement in writing certifying:

- (i) That this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease, as modified, is in full force and effect);
- (ii) The dates to which rent and other charges have been paid; and
- (iii) That Landlord is not in default under any provision of this Lease or, if in default, the nature thereof in detail.



17. Overdue Payments. Any installment of rent or other charges to be paid by Tenant accruing under the provisions of this Lease, which shall not be paid within twenty (20) days of the due date, shall bear a late charge of five percent (5%) of the amount of such payment. Any refund or credit due Tenant from Landlord which shall not be paid within twenty (20) days of the due date, shall bear a late charge of five percent (5%) of the amount of such payment. Tenant covenants to pay the Rent, as offset by the Rent Credit, independent of any other covenant, condition, provision or agreement herein contained, and shall survive the termination of this Lease.

18. Nonwaiver. No waiver of any provision of the Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner stated. No receipt of moneys by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or effect said notice, suit or judgment.

19. Surrender of Possession. Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or otherwise, Tenant shall forthwith surrender the premises to Landlord in good order, repair and condition, ordinary wear excepted, and shall, if Landlord so requires, restore the Premises to the condition existing at the beginning of the Term. Any interest of Tenant in the alterations, improvements and additions to the Premises made or paid for by Landlord or Tenant shall, without compensation to Tenant, become Landlord's property at the termination of this Lease by lapse of time or otherwise and such alterations, improvements and additions shall be relinquished to Landlord in good condition, ordinary wear excepted. Upon the termination of the Term or of Tenant's right of possession, Tenant shall remove trade fixtures, equipment, inventory and all other items of Tenant's property on the Premises. Tenant shall pay to Landlord upon demand the cost of repairing any damage to the Premises or Building caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost either any set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part thereof in any manner that Landlord shall choose, (ii) repair any damage to the Premises caused by any such removal, and (iii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person. Notwithstanding anything aforesaid to the contrary Landlord shall give Tenant twenty (20) days notice of its intent to repair any damage and during such period Tenant may itself accomplish such repairs.

20. Holding Over. In addition to performing all of Tenant's other obligations hereunder, Tenant shall pay to Landlord an amount as rent equal to the greater of (i) the market rental rate or (ii) one hundred fifty percent (150%) of the monthly rent paid by Tenant during the previous month herein provided during each month or portion thereof for which Tenant shall retain possession of

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the Premises or any part thereof after the termination of the Term or of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord, whether direct or consequential, on account thereof. At the option of Landlord, expressed in a written notice to Tenant and not otherwise, such holding over shall constitute a renewal of this Lease for a period of one year at such rent as would be applicable for such year pursuant to this paragraph. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

21. Parking. So long as Landlord beneficially owns the real estate adjacent to the Premises extending east to McCormick Boulevard and south to Devon Avenue customers of Tenant shall not be prohibited from using parking spaces on such real estate while transacting business at the Premises and Landlord shall not erect or permit others to erect any fences or other barriers which would prevent or impede direct access from the parking spaces to the Premises by Tenant's customers or which would prevent ingress and egress from parking spaces to Devon Avenue or to the public alley immediately north and adjacent to the Building. In the event of the sale of all or any part of the real estate during the Term hereof, then and in either or both of such events Landlord shall prior to the conveyance of any such property or the transfer of the beneficial interest create an easement in favor of the Premises, providing for the unimpeded and direct access between the parking spaces and the Premises and for unimpeded and direct ingress and egress to and from Devon Avenue continuing through the end of the Term. In the event that the parking area is totally closed and unavailable to Tenant's customers for a period of in excess of 7 consecutive days the rent during such period of closure or unavailability shall be reduced to \$1,000.00 per month prorated daily during the period of closure. If the closure is for more than 30 days, Tenant may, at any time during the period of such closure and upon 7 days written notice, terminate this Lease. Notwithstanding anything aforesaid to the contrary, Tenant shall not be entitled to a rent reduction during the period of time that the parking area is being resurfaced or recoated.

22. Tenant Termination Right. Tenant may terminate this Lease upon notice given no later than sixty (60) days prior to the date of the intended termination accompanied by payment to Landlord of a sum equal to twelve (12) months of the then-current monthly rent installment.

23. Security Deposit. To secure the faithful performance by Tenant of all the terms, covenants and conditions in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed, including, but without limiting the generality of the foregoing, such terms, covenants and conditions which become applicable upon the expiration or termination of the same or upon termination of Tenant's right to possession, Tenant has heretofore deposited the sum of \$5,862.00 (the "Security Deposit") with Landlord. The Security Deposit or any portion thereof not previously applied, or from time to time such other portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to the amount required under the terms of the Lease. If the property is conveyed by Landlord the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's grantee and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its

application or return, and Tenant agrees to look to such grantee for such application or return. Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds. If the Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions, and agreements in the Lease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the Security Deposit or the part or portion thereof not previously applied shall be returned to the Tenant without interest no later than thirty (30) days after the expiration of the Term provided Tenant has vacated the Property and rendered possession thereof to Landlord at the expiration of the Term as provided herein. In the event that Landlord terminates the Lease or Tenant's right to possession pursuant to this Lease, Landlord may apply the Security Deposit against all damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default. In the event any bankruptcy, insolvency, reorganization or other credit-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent and/or other sums due Landlord for all periods prior to the institution of such proceedings, the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages.

24. Real Estate Payment of Taxes and Assessments. Tenant, in addition to the payment of the Annual Base Rent shall pay as additional rent a sum equal to 60% of the annual real estate taxes and assessments assessed against the parcel of real estate occupied by the Building. Such sum shall be prorated for the term of this Lease. Tenant shall, commencing on September 1, 2011 and monthly thereafter during the term of this Lease, make deposits for Taxes and Assessments with Landlord, of an amount equal to 1/12 of 60% of the most recently ascertainable Taxes and Assessments. Said deposits shall be due and payable on the first day of each month as Additional Rent, shall not bear interest and shall be held by Landlord to apply against its obligation to pay the Taxes and Assessments as they become due and payable in a segregated account. If the total of the monthly payments as made under this Section shall be insufficient to pay Tenant's share of the Taxes and Assessments when due, then Tenant shall on demand pay Landlord the amount necessary to make up the deficiency. The initial amount of such deposit shall be \$491.95 per month, shall be made on September 1, 2011, continue on a monthly basis thereafter and shall be adjusted based upon the most recent real estate tax bill. Tenant shall also be responsible for the payment of 60% of legal fees and costs paid in connection with the reduction of property taxes on the Building, not to exceed 1/3 of one year's savings on the quadrennial.

25. Signage. Tenant is hereby given the right to install, at its expense, and, in the event that First Jaffa Bakery, Inc. desires to place an advertisement for its business, at the expense of First Jaffa Bakery, Inc., a pole and signage at the southeast corner of the real estate owned by Landlord and commonly known as 3300 West Devon Avenue, Lincolnwood, Illinois advertising its business. Such signage shall, if requested by First Jaffa Bakery, Inc. (the tenant at 3300 W. Devon) include an advertisement for such tenant provided Tenant and First Jaffa Bakery, Inc. each pays a portion of the cost of such signage as may be determined by agreement of Tenant and First Jaffa Bakery, Inc. Landlord shall give First Jaffa Bakery, Inc. written notice within 5 days of the date of this Lease to be included in signage. In the event First Jaffa Bakery, Inc. fails to agree to participate in signage costs within 30 days of such notice, Tenant may at its cost erect such signage and not include

14/16

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PLEASE
SEE
SITE

advertisement for First Jaffa Bakery, Inc. No pole or sign shall be erected without a permit issued by the Village of Lincolnwood being first obtained.

26. Miscellaneous. Time is of the essence of this Lease. This Lease is an integrated document and all terms and provisions are embodied in writing and shall not be parol.

This Lease is made and executed and is to be construed under the laws of the State of Illinois. In the event that Tenant is a corporation, Tenant warrants that the execution hereof has been authorized by duly adopted resolutions of its Board of Directors.

This Lease shall be binding upon and inure to the benefit of the parties hereto and (except as hereinabove otherwise provided) their respective heirs, executors, administrators, personal representatives, successors and assigns.

Where in this instrument masculine pronouns are used or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Landlord or Tenant, such rights shall extend to the agents, employees or representatives or such persons.

To induce Lessor to enter into this Lease Tenant irrevocably agrees that, subject to Lessor's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS LEASE, SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. TENANT HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO TENANT AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. TENANT FURTHER DOES WAIVE ANY RIGHT TO A TRIAL BY JURY AND CONSENTS TO A TRIAL OF ALL ISSUES RAISED IN ANY ACTION OR PROCEEDING ARISING UNDER THIS LEASE BY A JUDGE.

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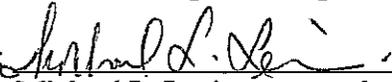
15/16



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

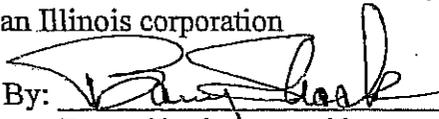
LANDLORD:

Sportin Life Limited Partnership, L.P.
an Illinois limited partnership

By: 
Michael L. Levin, a general partner

TENANT:

New Devon McCormick Currency Exchange, Inc.
an Illinois corporation

By: 
Barry Shack, its president

levin/
new devon mccormick currency exchange
lease-FINAL
January 31, 2011





Doc#: 1130703041 Fee: \$118.00
 Eugene "Gene" Moore RHSP Fee:\$10.00
 Cook County Recorder of Deeds
 Date: 11/03/2011 02:18 PM Pg: 1 of 17

INSTALLMENT AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

THIS INSTALLMENT AGREEMENT FOR SALE AND PURCHASE OF PROPERTY ("Agreement") is made as of the 5th day of October, 2011, by and between SPORTIN LIFE LIMITED PARTNERSHIP, L.P., an Illinois limited partnership ("Seller"), and JAFFA BAKERY, INC., an Illinois corporation ("Buyer") upon the following terms and conditions:

1. **Purchase and Sale.** Subject to the terms and conditions hereof, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller all of Seller's right, title and interest in real estate commonly known as 3300-3310 West Devon Avenue, Lincolnwood, Illinois, legally described on Exhibit A attached hereto and made a part hereof, together with all improvements, fixtures, buildings and structures located thereon and all of Seller's right, title and interest in (i) all rights, privileges, easements, hereditaments and appurtenances, if any, thereunto belonging, (ii) any streets, alleys, passages and other rights-of-way included therein or adjacent thereto, and (iii) all personal property belonging to Seller and located upon the premises (collectively, the "Property");

2. **Purchase Price.** The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be One Million Seven Hundred Fifty Nine Thousand Nine Hundred Thirty Six and no/100 Dollars (\$1,759,936.00), payable as follows:

(a) One Hundred Seventy Five Thousand and no/100 Dollars (\$175,000.00) ("Initial Payment") the receipt of which is acknowledged. In the event that the Initial Payment is in the form of cashier's checks such payment shall be deemed made upon collection of such checks by

Seller's bank at which time possession of the Property will be delivered to Buyer. Notwithstanding anything aforesaid to the contrary, in the event that any cashier's check is subsequently dishonored by the issuing bank this Agreement shall be null and void and Buyer shall immediately upon notification of such dishonor vacate the Property and return all keys to Seller.

(b) The balance of the Purchase price as follows:

Five Thousand and no/100 Dollars (\$5,000.00) on the last business day of each of October, November and December, 2011, January and February, 2012

Twenty Thousand and no/100 Dollars (\$20,000.00) on the last business day of each month commencing on March 31, 2012 and continuing through February 28, 2016 .

Twenty Five Thousand and no/100 Dollars (\$25,000.00) on the last business day of each month commencing March 30, 2016 and continuing through June 30, 2017.

A final payment in the amount of the unpaid balance due on July 31, 2017.

A schedule of payments due is attached hereto as Exhibit B. Each monthly payment shall be wire transferred to Seller's bank as directed by Seller.

Interest shall not accrue on the unpaid balance.

Buyer shall have the right to pre-pay.

3. Seller's Obligations Upon Full Payment. Upon payment of all sums due under this Agreement, Seller shall:

(a) Cause conveyance of the Property to Buyer or such entity as directed by Buyer.



(b) Cause Chicago Title Insurance Company (the "Title Company")

to deliver to Buyer a commitment for a standard ALTA Owner's Commitment of Title Insurance Form B-1992 (the "Title Commitment") with full extended coverage to be issued by the Title Company in the amount of the Purchase Price, which Title Policy shall show title to the Property vested in Buyer free and clear of all exceptions, except any exception caused by Buyer, any affiliate of Buyer or any contractor performing work on the Property, the rights of any tenants, taxes not yet due and payable and easements and restrictions of record.

(c) Deliver the original Currency Exchange Lease (or any other lease on the 3310 W. Devon premises) to Buyer duly assigned with a direction to the lessee to make future rental payments to Buyer.

4. Real Estate Taxes. Buyer shall be responsible for the payment of all real estate taxes and assessments assessed against the Property which accrue as of the date of this Agreement. To assure the payment of such taxes Buyer shall deposit with Seller on the last day of each month following the date of this Agreement a sum equal to 1/12 of the most recently ascertainable real estate taxes assessed against the Property. All taxes shall be paid by the Seller to the Cook County Collector. Seller shall provide Buyer with proof of the timely payment of each tax bill that may be issued from the date of this Agreement forward and Seller's responsibility to pay such taxes is a condition of this Agreement to the extent that Buyer has timely paid Seller its tax escrow due hereunder. Each year thereafter the amount of the Monthly Tax Payment shall be recalculated based on the then most recent ascertainable tax bills. Each tax year thereafter so long as sums are due to Seller under this Agreement the entire real estate tax



shall be payable by the Seller using in part the tax escrow funds paid by Buyer. To the extent that the Buyer tendered insufficient funds in a given year to pay the Buyer's share of the tax bill, the Buyer shall immediately make up the shortfall. To the extent that the funds tendered by the Buyer towards taxes are more than the Buyer's share of the tax bill in a given year, said funds shall be carried over in the account and applied to the next year's tax bill. Buyer shall receive a credit against sums due under this paragraph in an amount equal to sums paid to Seller by any tenant of the real estate commonly known as 3310 W. Devon.

5. Maintenance. Buyer shall be responsible for the maintenance of common areas of the Property including, but not limited to, common area maintenance required by Seller (as Landlord) under the Lease (as hereinafter defined). All such maintenance shall be performed to the reasonable satisfaction of Seller. In the event of Buyer's failure to perform such maintenance Seller shall give five (5) days notice to Buyer of such failure and in the event the maintenance has not been performed within such period Seller may perform such maintenance and Buyer shall reimburse Seller for the cost thereof within ten (10) days of being billed therefore. Seller shall not be liable for any damage, occasioned by failure of Buyer to keep the Property in repair as required hereunder nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures in, above, upon or about the Property nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from act or neglect of any owners or occupants of adjacent or contiguous property. Buyer shall provide cleaning of the Property and the areas appurtenant thereto at its expense. Buyer



shall maintain the heating, ventilation and air conditioning equipment according to manufacturer's recommendations. On a bi-annual basis Buyer shall furnish proof to Seller, in the form of current utility bills showing no past due balance, that all utility bills are current. Buyer shall further keep the Property and all appurtenances in good repair and in a clean condition according to and in compliance with all applicable building codes and laws regulating the use or occupancy of the Property during the term of this Agreement at Buyer's expense and shall pay all heating, snow removal, landscaping, exterior and interior cleaning and maintenance, air conditioning and utility bills for services provided to the Property promptly when due. To the extent any tenant of the 3310 W. Devon property reimburses Seller for utility bills charged for services provided at such address, such charges shall not be the responsibility of the Buyer. Upon Buyer's failure to comply with the provisions of this paragraph Seller may, but shall not be required to, enter the Property at all reasonable times to make such repairs, alterations, improvements and additions to the Property or to any equipment located therein as Seller shall desire or deem necessary or as Seller may be required to do by governmental or quasi-governmental authority or court order or decree all at buyer's expense to be paid to Seller within 10 days of being billed therefore.

6. **Insurance.** Buyer shall purchase and maintain insurance during the entire term of this Agreement for the benefit of Buyer and Seller (as their interests may appear) with terms, coverages and in companies reasonably satisfactory to Seller. Buyer shall maintain comprehensive liability insurance covering the insured against claims of bodily injury, personal injury and liabilities or use of the Property:

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Bodily Injury Liability	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate
Personal Injury Liability	\$2,000,000 annual aggregate
Property Damage Liability	\$ 100,000 each occurrence
	\$ 100,000 annual aggregate

Buyer shall further pay to Seller within 10 days of demand therefore the cost of fire and extended coverage for the full replacement value of the buildings on the Property. Buyer shall furnish to Seller certificates evidencing such coverage, which certificates shall state that such coverage may not be changed or canceled without at least thirty (30) days prior to written notice to Seller and Buyer and shall name Seller, Chicago Title Land Trust Company as trustee under a trust agreement known as trust number 28663 and 115648-04 all beneficiaries thereunder and agents thereof as additional insureds. Any policies purchased by Buyer shall contain a clause pursuant to which the insurance carrier waives all rights of subrogation against Seller with respect to Buyer payable under such policies.

In the event of casualty loss and Buyer shall decide not to re-construct, in the event that the insurance proceeds exceed the balance due hereunder, the excess of insurance proceeds over the

balance due shall be paid by Buyer.

7. **Currency Exchange Lease.** A portion of the Property consists of a building located at 3310 West Devon, Lincolnwood, Illinois which is subject to a lease between Seller, as Lessor, and Devon-McCormick Currency Exchange, Inc. as Lessee ("Lease"). Until such time as all sums due under this Agreement have been paid rental payments due under the Lease shall be collected by Seller and Buyer shall receive a credit against the monthly installments due under this Agreement in an amount equal to the rent collected during the month that such monthly installments under this Agreement are due. Seller shall be diligent in the collection of all rent due under the Lease and to promptly seek to evict the tenant under the Lease upon any default. In the event that the Lease is terminated Seller shall have the right to re-lease the property to such other lessee as it may select and rents collected under any such lease shall be credited against the monthly installments due under this Agreement in an amount equal to the rent collected. Notwithstanding anything aforesaid to the contrary, in the event that the Lease is terminated, before re-leasing the property Seller shall give 14 days' notice to Buyer and within 14 days of such notice Buyer may give notice to the Seller that Buyer does not want such premises to be re-leased in which event Buyer shall relinquish all rights to receive a credit for any rent. Seller shall have the right to approve any tenant found by Buyer which approval shall not unreasonably be withheld. Buyer shall be responsible for any commission arising from its lease of such property.

8. **Title Holding Land Trust.** Seller represents and warrants that legal title to the Property is held by Chicago Title Land Trust Company, as trustee under trusts numbered 115648-04 and 28663. The beneficiary of which is Seller. The Property is currently subject to a

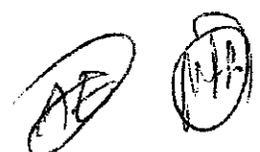
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mortgage to Devon Bank.

9. **Re-Financing.** Seller, without Buyer's consent, may refinance the present mortgage which encumbers the Property in an amount not exceeding the then existing balance due under this Agreement. Buyer will cooperate with Seller and will subordinate this interest as Buyer claims under this contract to the lien of the new trust deed or mortgage.

10. **Indemnification.** Buyer shall protect and save and keep Seller forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, occasioned by the neglect of Buyer or those holding under Buyer, and that Buyer will at all times protect, indemnify, save and hold Seller harmless against and from any and all loss, costs, damage or expense, arising out of or from any accident or other occurrence on or about the Property, arising out of any act or conduct of Buyer or any employee, agent or invitee or Buyer, causing injury to any person or property and will protect, indemnify and save and hold harmless the Seller against and from any and all claims and any and all loss, costs, damage or expense arising out of any failure of Buyer in any respect to comply with and perform all the requirements and provisions hereof.

11. **As is/No Warranties.** BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER AND BUYER'S AGENTS HAVE INSPECTED THE PROPERTY AND THAT BUYER IS BUYING THE SAME IN AN "AS IS" CONDITION; AND THAT BUYER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY EITHER SELLER OR ANY OFFICER, EMPLOYEE, MEMBER, MANAGER OR AGENT OR REPRESENTATIVE OF SELLER IN CONNECTION WITH THE CONDITION OF THE



PROPERTY.

12. **Village of Lincolnwood Requirements.** Buyer shall be solely responsible to comply with all Village of Lincolnwood ordinance requirements including, but not limited to, completion of improvements and repairs to the Property under the building permit heretofore issued by the Village of Lincolnwood.

13. **Liens.** Buyer will not permit any mechanic's lien to be placed and in case of any such lien, Buyer, upon demand from Seller, will promptly pay same or provide, at Buyer's expense, an endorsement to Seller's title insurance policy insuring Seller against any loss arising out of said lien. If such endorsement is not supplied and if default in payment thereof shall continue for thirty (30) days after written notice thereof from Seller to the Buyer, Seller shall have the right and privilege at Seller's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Buyer to Seller and shall be repaid to Seller immediately on rendition of bill therefor.

14. **Parking.** The parking on the Property shall at all times be available to customers of the currency exchange located at 3310 W. Devon or any subsequent tenant at such address as well as customers of Buyer.

15. **Default.**

A. Any one or more of the following events shall be considered events of default ("Default") as said term is used herein:

- (i) In the event that Buyer shall be adjudged a bankrupt or a decree or



order approving as properly filed a petition asking reorganization of the Buyer under the federal bankruptcy laws, as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

(ii) In the event that Buyer shall file, or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended, or in the event that Buyer shall institute any proceedings, or Buyer shall give its consent to the institution of any proceedings for any relief of the Buyer under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(iii) In the event that Buyer shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for the Buyer or any of the property of the Buyer; or

(iv) In the event that Buyer shall default in any monthly payment or other charges to be paid by Buyer accruing under the provisions of this Agreement during the months of October, 2011 through February, 2012 which shall not be paid within five days of the due date;

(v) In the event that Buyer shall default in any monthly payment or other charges to be paid by Buyer accruing under the provisions of this Agreement after March 1, 2012 which shall not be paid within thirty (30) days of the due date, provided, however, that any such



payment paid after 10 days from the due date for such payment shall bear a late charge equal to five percent (5%) of the amount due.

or

(vi) In the event that Buyer shall default in any of the non-monetary covenants or agreements herein contained to be kept, observed and performed by the Buyer, and such default shall continue thirty (30) days after notice thereof in writing to the Buyer by Seller or its agent unless Buyer is proceeding diligently to cure said default and said cure is accomplished within sixty (60) days; or

(vii) The abandonment of the Premises.

16. **Seller's Remedies Upon Default.** If Buyer fails to make any part of the payments at the time and in the manner specified, or to perform any covenant of this Agreement, and if the failure or default continues the periods provided for in paragraph 15 (iv) and (15 (v) above , then all payments made by or on behalf of Buyer to Seller under this contract may be forfeited. Seller will have the right to reenter and take possession of the Property. The notice of forfeiture, addressed to Buyer or Buyer's transferee entitled to notice, first class postage prepaid, registered or certified mail, return receipt requested, will take effect on mailing. The affidavit of Seller's general partner, or his agent, that this notice was mailed will be conclusive evidence of that fact. The affidavit may be filed in the Recorder's Office of Cook County, Illinois. If filed, it will be conclusive evidence in favor of any bona fide purchaser of the property that all of Buyer's rights under this contract have been properly extinguished. Forfeiture will terminate all rights of

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Buyer in the Property and all rights of persons claiming under Buyer, including all right to possession of the Property. Seller or persons claiming under the forfeiture may reenter and take possession of the premises or may maintain suit for forcible entry and detainer or other suit for possession without notice or demand under Illinois law. All notices and demands are waived by Buyer and all others claiming under Buyer. If it appears Buyer has given up possession of the Property, any bona fide purchaser of the Property may conclusively presume that all right, title and interest of Buyer has ceased. Any acceptance by Seller of late payments will not be construed as a waiver or suspension of the provision that time is of the essence. All improvements erected by Buyer on the Property and all personal property installed by Buyer will remain on the property of Seller without compensation for it on forfeiture. The remedy of forfeiture will not be exclusive and Seller may pursue any other legal or equitable remedy. Upon default Seller shall be entitled to possession of the Property and Buyer shall deliver all keys to the Property to Seller.

17. **Non-waiver.** No waiver of any provision of the Agreement shall be implied by any failure of Seller or Buyer to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner stated.

18. **Assignment.** Buyer shall not, without prior written consent of Seller, which consent shall not be unreasonably withheld or delayed, (i) assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Agreement or any interest



hereunder, (ii) permit any assignment or other such foregoing transfer of this Agreement or any interest hereunder by operation of law, (iii) lease the Property or any part thereof, or (iv) permit the use of the Property by any persons other than Buyer, his affiliates and their employees (all of the foregoing are hereinafter are sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). In the event of any permitted assignment or subletting Buyer shall remain liable under this Agreement.

19. **Brokerage.** The parties warrant to each other that no broker or other person is entitled to any commission or finder's fee due from Seller.

20. **Notices.** Any notice from Seller to Buyer, or from Buyer to Seller, shall be in writing and shall be deemed duly served if mailed by (and all notices hereunder shall be delivered by) registered or certified mail, return receipt requested, addressed to the party to whom the notice is given at:

If to Seller: Sportin Life Limited Partnership, L.P.
c/o Mr. Michael Levin
Apt. 3905
30 E. Huron Street
Chicago, IL 60611

With a copy to: Mr. Alan O. Amos
Alan O. Amos & Associates, P.C.
Suite 3150
180 N. LaSalle Street
Chicago, Illinois 60601

If to Buyer: Jaffa Bakery, Inc.
Attn: Mr. Abdul Eweida
4732 N. Kedzie Avenue



Chicago, Illinois 60625

With a copy to:

Mr. Stephen A. Witt
Witt & Associates, LLC
Suite 1900
20 S. Clark Street
Chicago, IL 60603

or such other address as such party hereafter may designate, and the customary registered or certified mail receipt shall be evidence of such services.

21. **Guaranty.** Performance of Buyer's obligations under this Agreement shall be unconditionally guaranteed by Abdul Eweida who represents to Seller that he has a financial interest in Buyer.

22. **Miscellaneous.** Buyer and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

This Agreement is made and executed and is to be construed under the laws of the State of Illinois.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.



Buyer shall not cause a copy of this Agreement or memorandum thereof to be filed for record with the Recorder of Deeds of Cook County

This Agreement is made and executed and is to be construed under the laws of the State of Illinois. Buyer warrants that the execution hereof has been authorized by duly adopted resolutions of its Board of Directors

Buyer shall not sell or give away alcoholic beverages on the Property.

Upon final collection by Seller's bank of cashier's checks delivered pursuant to paragraph 2(a) above Seller shall deliver to Buyer a satisfaction of the judgment entered in the case of Sportin Life Limited Partnership --vs- First Jaffa Bakery, Inc. heretofore pending in the Circuit Court of Cook County as case number 2011 M1-706252 and a release of the personal guaranty of the lease heretofore signed by Abdul Eweida which is the subject matter of the said lawsuit.

To induce Seller to enter into this Agreement Buyer irrevocably agrees that, subject to Seller's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. BUYER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE

Handwritten initials in two circles. The first circle contains the initials 'AE' and the second circle contains the initials 'MJA'.

AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON GUARANTOR,
AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY
REGISTERED MAIL DIRECTED TO BUYER AT THE ADDRESS STATED IN PARAGRAPH
20 HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON
ACTUAL RECEIPT THEREOF. BUYER FURTHER DOES WAIVE ANY RIGHT TO A
TRIAL BY JURY AND CONSENTS TO A TRIAL OF ALL ISSUES RAISED IN ANY
ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT BY A JUDGE.

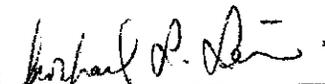
IN WITNESS WHEREOF, the parties have executed this instrument the day and year
first written above.

SELLER:

BUYER:

**SPORTIN LIFE
LIMITED PARTNERSHIP, L.P.,**
an Illinois limited partnership

JAFFA BAKERY, INC.

By: 
Michael Levin, its general partner

By: 
Abdul Eweida, its president

SAL-PUR.agr.e.-FINAL
October 5, 2011
Levin/3300-3310 W. Devon
Sportin Life-Jaffa Bakery, Inc.

Exhibit A

Legal Descriptions

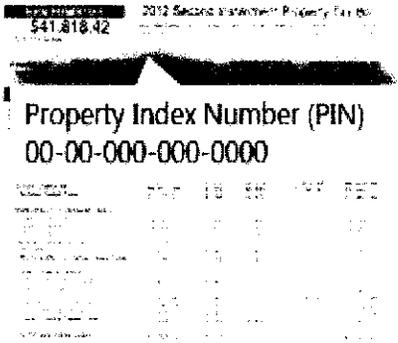
LOTS 108, 109 AND 110 IN EDGAR S. OWEN'S NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, A RESUBDIVISION OF BLOCK 1 AND THE EAST ½ OF BLOCK 2 OF ENDERS AND MUNO'S SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF LINCOLNWOOD, IN COOK COUNTY, ILLINOIS (Commonly known as 3300-3310 W. Devon)

THAT PART OF THE WEST 30 FEET OF SPAULDING AVENUE LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 110, LYING SOUTH OF THE NORTH LINE OF SAID LOT 110 EXTENDED EASTERLY AND LYING NORTH OF THE NORTH LINE OF THE SOUTH 17.00 FEET OF SAID LOT 110 EXTENDED EASTERLY, IN EDGAR S. OWEN'S NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, A RESUBDIVISION OF BLOCK 1 AND THE EAST HALF OF BLOCK 2 OF ENDER'S AND MONO'S SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED DECEMBER 6, 1921 AS DOCUMENT NUMBER 7345199, IN COOK COUNTY, ILLINOIS (Vacant Parcel to East of 3300 W. Devon) N.B. This parcel was purchased from the Village of Lincolnwood and may be used only for parking. The Village has easement rights but such may not interfere with use by owner.

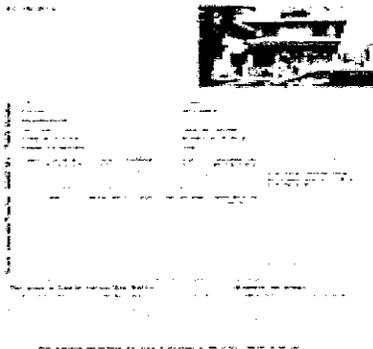
10-35-426-029-0000
10-35-423-030-0000
10-35-423-031-0000

Order Number: 201309030726
Customer Name: John Doyle
Date: 9/3/2013
Number of Indexes: 1
Number of Documents: 1
Number of Pages: 17
.....
Total Charge: \$2.50

Step 2 of 2: We've found your PIN! Now you can see information about your property and decide what you'd like to know next.



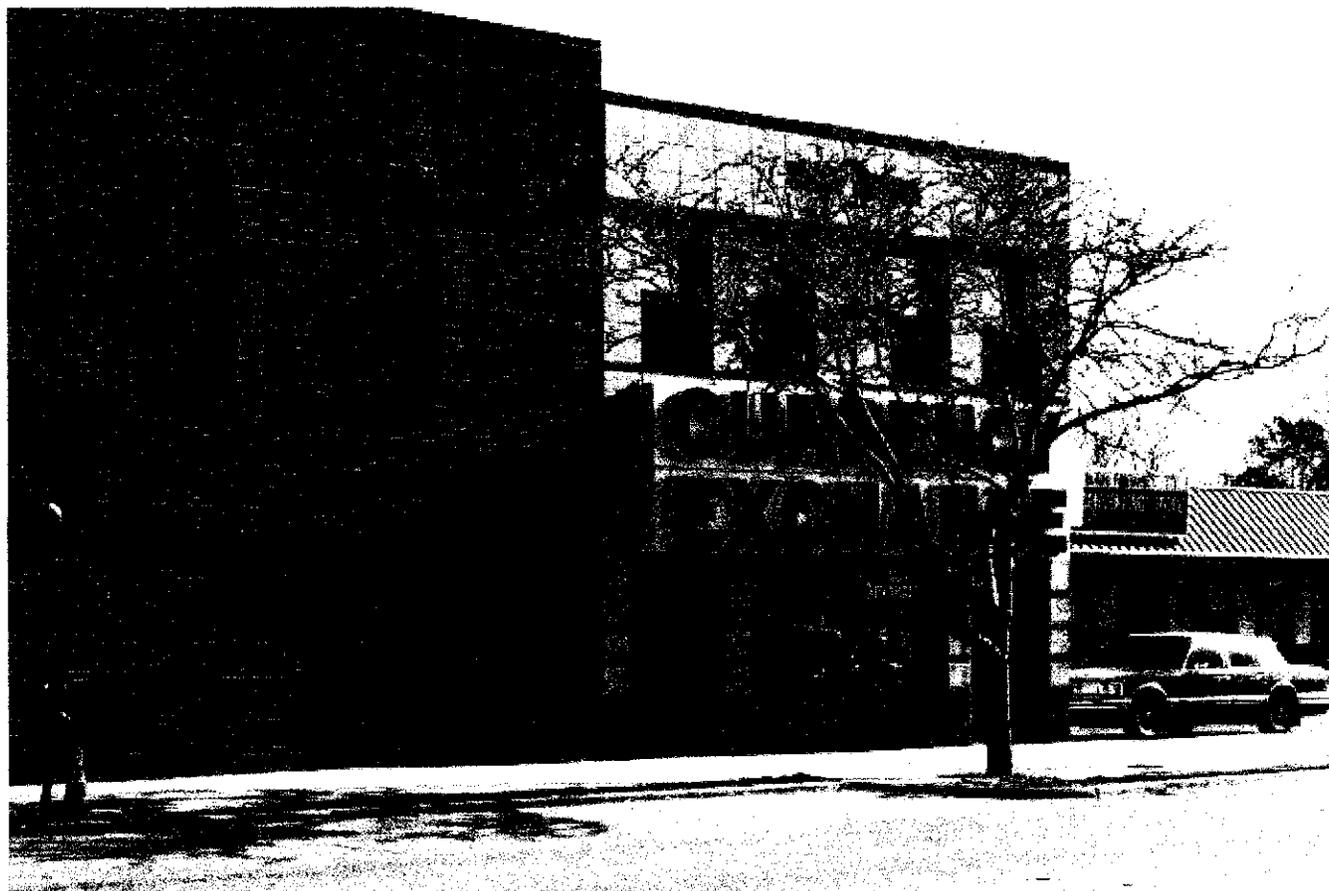
I received a TAX BILL and/or I want to ensure I have received all of my EXEMPTIONS



I received a NOTICE and/or I have questions about my ESTIMATED MARKET VALUE

Property Characteristics

2013 Tax Year Property Information



10354230290000 04/29/2007

Description	Value
PIN:	10-35-423-029-0000
Address:	3310 Devon Ave
City:	Lincolnwood
Township:	Niles
Property Classification:	5-92
Square Footage:	3,125 (Land)
NBHD:	101
Taxcode:	24015

Assessed Valuation

Description	2012 Board Certified	2011 Board of Review Certified
Land Assessed Value	6,835	6,835
Building Assessed Value	54,431	32,234
Total Assessed Value	61,266	39,069

Property Characteristics

Description	Value
	\$

0.0 # A7711564804
American Natl

LASALLE BANK NATIONAL ASSOCIATION
LAND TRUST DEPARTMENT

ASSIGNMENT OF THE BENEFICIAL INTEREST

Date: 12/1/03

Check here if for Collateral Purposes Only _____

FOR VALUE RECEIVED I/We hereby sell, assign, transfer and set over unto: Sportin Life Limited Partnership, L.P.

a(n) 100% **UNDIVIDED INTEREST OF THE ENTIRE BENEFICIAL INTEREST** including the power of direction in, to and under that certain Trust Agreement dated June 11, 1992 and known as Trust Number 115648-04 of LaSalle Bank National Association. After the making and acceptance of this assignment, the trustee shall act, as provided in the trust agreement, **UPON THE WRITTEN DIRECTION OF:** Herbert Levin, as general partner or Inez Levin, as general partner

ASSIGNMENT BY ASSIGNORS

Herbert Levin 358-14-4887
Signature of Beneficiary SSN/FEIN

Signature of Beneficiary SSN/FEIN

ACCEPTANCE BY ASSIGNEES

I/We accept the foregoing assignment subject to all the provisions of said Trust Sportin Life Limited Partnership, L.P. 3020 N. Lincoln Ave., Chicago, IL 60656
Herbert Levin, as general partner
By Herbert Levin 31-1825177 773 327-7600
Printed Name Address, City, State, Zip SSN/FEIN Telephone Number
Signature

Inez Levin, as general partner 3020 N. Lincoln Ave., Chicago, IL 60656
By Inez Levin 31-1825177 (773) 327-7600
Printed Name Address, City, State, Zip SSN/FEIN Telephone Number
Signature

If the beneficial interest is assigned as collateral, the Collateral Assignee MUST authorize this Assignment

Devon Bank
Name of Lender (Please note successor information if applicable)
By: [Signature]
Its: VICE PRESIDENT
Title

ACKNOWLEDGEMENT BY TRUSTEE:
Received a duplicate of the foregoing assignment and acceptance this 6th day of February, 2004.
LASALLE BANK NATIONAL ASSOCIATION

By: [Signature] Trust Officer
Authorized Signature

2-6-04
\$ 75.00
[Signature]

Rev. 4/01

RECEIVED NOV-06-03 11:49

FROM-

TO-

PAGE 003

This Trust Agreement, dated this 11th of June 1992.

and known as Trust Number 115648-04, is to certify that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee hereunder, is about to take title to the following described real estate in Cook County, Illinois, to-wit:

LOTS 108 AND 109 IN E. S. OWEN'S NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, A RESUBDIVISION OF BLOCK 1 AND THE EAST 1/2 OF BLOCK 2 OF ENDERS AND MUNO'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF LINCONWOOD, IN COOK COUNTY, ILLINOIS

otherwise known as No. 3310 West Devon Avenue, Linconwood, Illinois
Improvements: Commercial building
and that when it has taken the title thereto, or to any other real estate deemed to it a Trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth, the following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

HERBERT LEVIN, and, upon his death, provided that he has not theretofore conveyed the real estate or assigned the beneficial interest herein, to INEZ LEVIN, his wife.

(Herbert Levin: 358-14-4887)

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder. No assignment of an interest hereunder shall be binding on the Trustee until the original or a duplicate of the assignment is lodged with the Trustee, and its acceptance indicated thereon.

In case said Trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 7% per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees; (2) that the said Trustee shall not be required to convey or otherwise deal with said property at any time hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the overplus, if any, to the then beneficiaries. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to any person having a beneficial interest herein. The last address appearing in the records of the Trustee shall be used for such mailing.

It is further understood and agreed that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of said deed or trusts or this Trust Agreement, or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries hereunder, as their attorney-in-fact hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof).

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or successor in trust, or be obliged or privileged to inquire into any of the terms of this Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof, of trust created by this Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Trust Agreement and all amendments hereof, if any, and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee, or successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This Trust Agreement shall not be placed on record in the Recorder's Office of the county in which the real estate is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said Trustee.



Looking South along McCormick Boulevard



Looking Northeast from Devon Avenue at McCormick Boulevard



Looking Northeast from Devon Avenue at McCormick Boulevard



Looking Northwest from Devon Avenue at McCormick Boulevard



Looking West from Devon Avenue at McCormick Boulevard



Looking North from McCormick Boulevard



Jaffa Bakery

12/16/2013

To The Village of Lincolnwood:

The project at 3300 W. Devon Avenue has been under construction for the last three years. During this time, the property terms have changed from Jaffa Bakery leasing, to purchasing 3300 and 3310 W. Devon Avenue. The project is near completion and should be finished within 60 days.

The terms of the lease for signage the Currency Exchange holds with the previous owner is interfering with the plans for Jaffa's project. The Currency Exchange's lease at 3310 W. Devon Avenue is for another five years. Thereafter, I will take place as the Landlord. Legally, the terms of the lease with the Currency Exchange holds includes 3310 W. Devon Avenue, not 3300 W. Devon Avenue.

I request that the proposal for the Currency Exchanges sign on the corner, be denied. Putting a sign on the corner for the Currency Exchange and Western Union will interfere with Jaffa's project. As you can see from the attached photos, the sign the Currency Exchange already has negatively affects Jaffa's project.

Originally, I planned to build a watchtower on the corner, but changed the plans. I thought it would distract drivers. I would like to keep the corner clear for landscaping only.

I respectfully request that the sign the Currency Exchange is proposing for the corner, be denied.

Sincerely,

Abdul Eweida
President

A handwritten signature in black ink, appearing to read "Abdul Eweida", is written over a horizontal line.

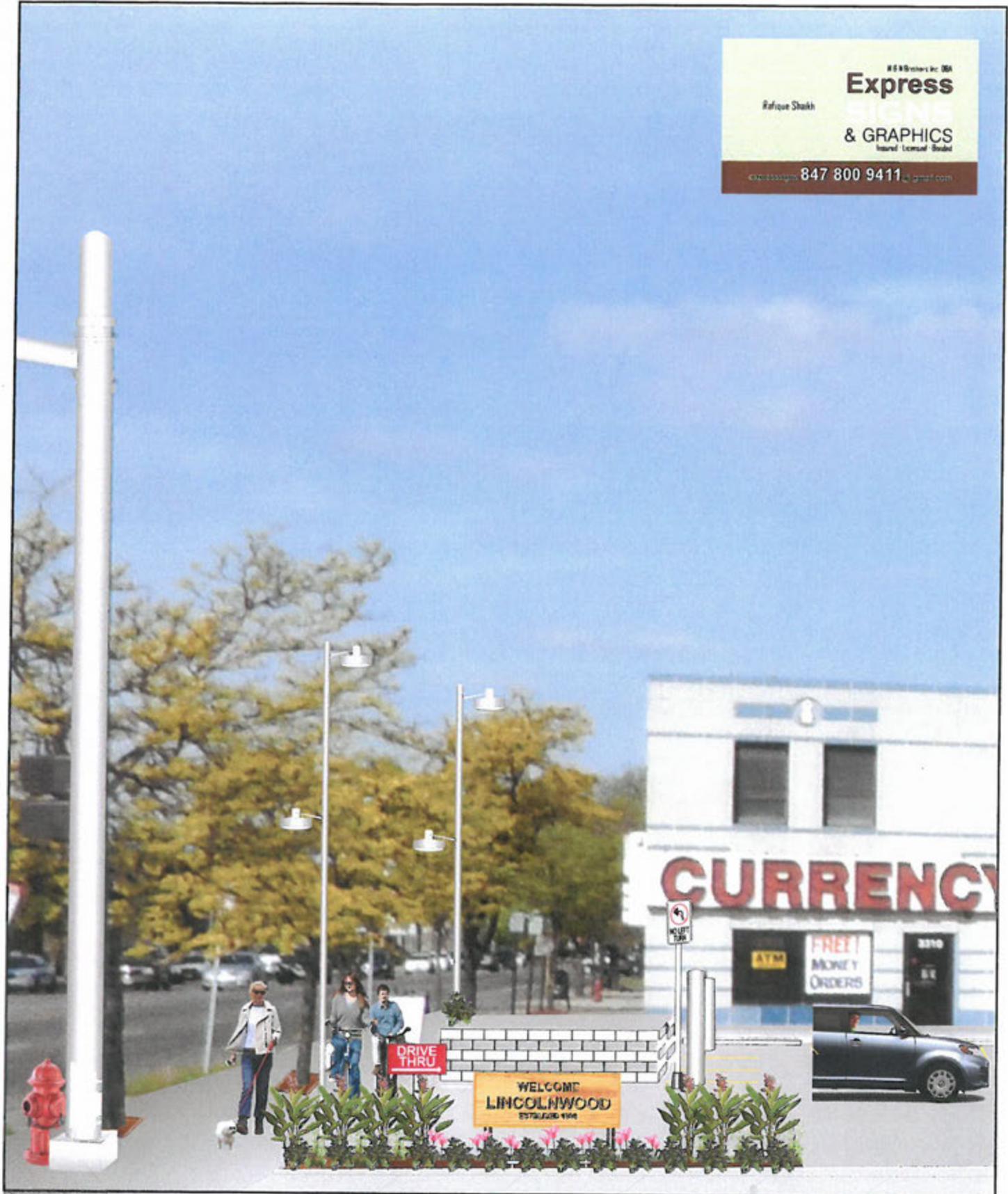
JAFFA BAKERY, 3300 W. Devon Avenue, Lincolnwood, IL 60712
(847) 674-0075 Fax: (847) 674-0076 jaffabakery@live.com



JAFFA BAKERY

3300 W. Devon Avenue, Lincolnwood, IL 60712

M & N Brothers Inc. USA
Express
Rafique Shaikh
SIGNS & GRAPHICS
Innovative • Creative • Detailed
expressigns 847 800 9411 www.expressigns.com



CORNER OF DEVON / McCORMICK

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Request For Board Action

REFERRED TO BOARD: January 21, 2014

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Continuation of a Public Hearing Concerning the Proposed Establishment of a Devon-Lincoln Tax Increment Finance (TIF) District and Designation of a Redevelopment Project Area

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On February 19, 2013, the Village Board opened the requisite Public Hearing to receive public comments on the proposed Devon-Lincoln TIF District. At this February 19, 2013 meeting, all persons desiring to comment on the proposed Devon-Lincoln TIF District were afforded the opportunity to provide comments to the Village Board.

Because the proceedings of the intergovernmental Joint Review Board (JRB) were still in progress, the Village Board continued this Public Hearing to the Village Board's April 16, 2013 meeting. At the April 16, 2013 meeting, the Village Board took action to again continue this Public Hearing to its June 18, 2013 meeting and then at this June meeting, the Village Board continued the Public Hearing to its September 3, 2013 meeting. At the September 3, 2013 meeting, due to the pending study by the Urban Land Institute (ULI), the Village Board continued the Public Hearing to November 19, 2013 and then the Public Hearing was continued to January 21, 2014.

At the January 21, 2014 meeting, the Village Board should receive any further additional public comment from any person desiring to provide public comment on the proposal to create the Devon-Lincoln TIF District.

An expressed reason for the continuation of the Public Hearing to the January 21, 2014 Village Board meeting was to receive the written report and recommendations of the Urban Land Institute (ULI). In September, ULI studied the Devon Corridor between McCormick Boulevard and Lincoln Avenue and in a public meeting held on October 28, 2013, ULI presented its findings and recommendations for the Corridor. While the full ULI written report on their recommendations is currently at the printers, attached is an electronic copy of this report.

One of the immediate actions ULI recommends is the establishment of a TIF District. ULI not only believes the TIF District will spark private developer interest in the Corridor, it can be a funding source for some of the public improvements ULI recommends for the Corridor. These improvements include: a new attractive streetscape along Devon Avenue; increased parkway parking; pedestrian safety

improvements in the Corridor; and enhanced gateways. ULI believes that the key to successful redevelopment in the Corridor is the establishment of the TIF District. Absent establishment of the TIF, ULI noted in its October 28, 2013 presentation that the Village would need to commit general funds for improvements to the area.

Attached is a May 14, 2013 memorandum which summarizes the status of this matter. By State law, action to establish a TIF District must be introduced to the Village Board no sooner than 14 days after, but not later than 90 days after, the conclusion of the Public Hearing.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. ULI Report and Recommendations for Devon Corridor
2. Summary Memorandum May 14, 2013
 - a. Draft Terms for Intergovernmental Agreement
 - b. January 15 JRB Minutes
 - c. February 6 JRB Minutes
 - d. Adopted JRB Resolution
 - e. March 6 JRB Minutes
 - f. April 8 JRB Minutes
 - g. Proposed Draft Redevelopment Plan and Qualification Report
3. JRB June 10 Minutes (Draft)

RECOMMENDED MOTION:

Move and second to open the Public Hearing and continue discussion concerning the proposed TIF District.

A TECHNICAL ASSISTANCE PANEL REPORT

Devon Avenue Corridor

Lincolnwood and Chicago, IL

September 10-11, 2013



**Urban Land
Institute**

Chicago



Chicago Metropolitan
Agency for Planning

Urban Land Institute Chicago

The mission of the Urban Land Institute is to provide leadership in the responsible use of land and in creating and sustaining thriving communities worldwide.

ULI Chicago, a District Council of the Urban Land Institute, has more than 1,200 members in the Chicago region spanning the land use industry including developers, builders, engineers, attorneys, planners, investors, financial advisors, academics, architects and public officials.

TAP Sponsors

Village of Lincolnwood

President Gerald C. Turry

City of Chicago

Alderman Debra Silverstein, 50th Ward

James Cox

Department of Housing and Economic Development

Benet Haller

Department of Housing and Economic Development

TAP Partner

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the north-eastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will. CMAP developed and now leads the implementation of GOTO 2040, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, GOTO 2040 establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues.

This project was supported through CMAP's Local Technical Assistance (LTA) program, which is funded by the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), U.S. Department of Housing and Urban Development (HUD), Illinois Department of Transportation (IDOT), and the Chicago Community Trust. The Village of Lincolnwood, City of Chicago, Urban Land Institute Chicago, and CMAP would like to thank these funders for their support for this project.

Sustaining Support

ULI Chicago gratefully acknowledges its 2013 sponsors, whose support is critical to local ULI initiatives:

PATRON

Golub & Company LLC

BENEFACTOR

CohnReznick LLP

LEADERSHIP

DLA Piper LLP (US)

SUSTAINER

Associated Bank

Bank of America Merrill Lynch

Chicago Title Insurance Company

Crown Community Development

Epstein

Ernst & Young LLP

Gould & Ratner LLP

Pearlmark Real Estate Partners, L.L.C.

SB Friedman Development Advisors

Solomon Cordwell Buenz

Walsh Construction Company

Wells Fargo

CONTRIBUTOR

Bryan Cave LLP

Bucksbaum Retail Properties, LLC

Deloitte

Jones Lang LaSalle

Plante & Moran, PLLC

Regional Transportation Authority

SUPPORTER

Edward R. James Partners, LLC

Kensington Realty Advisors, Inc.

Devon Avenue Corridor

Lincolnwood and Chicago, IL

September 10-11, 2013

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- 2 Introduction
- 2 Challenges Facing the Devon Avenue Corridor
- 4 The TAP Process and Framing Questions
- 4 Key Recommendations
- 12 Financing the Improvements
- 13 Conclusion

and McCormick has halted construction midstream because of financing issues, leaving the impression that retail in the area is struggling.

The area, many feel, lacks an identity or brand, and as one community resident put it, “it’s a forgotten part of town: unappealing and unattractive.”

Contributing to this perception is the lack of a unified streetscape on the north and south sides of Devon Avenue. Devon Avenue is the dividing line between Lincolnwood and Chicago, and national chains such as Home Depot and other large retail stores have located on the Chicago side (south side) of the street. These businesses do not always front Devon Avenue and have large surface parking lots, creating a different sense of scale than on the north side of the street.

The businesses on the Lincolnwood side of Devon, in contrast, are in smaller buildings built in a mix of architectural styles, and directly front the sidewalk. Many of these storefronts are currently occupied by small, independently owned businesses ranging from a check-cashing outlet to a real estate office. Most businesses on the Lincolnwood side rely on on-street parking for their customers. Ironically, as many noted, the retail on the Chicago-side is more suburban in character than the actual suburban side of the street.

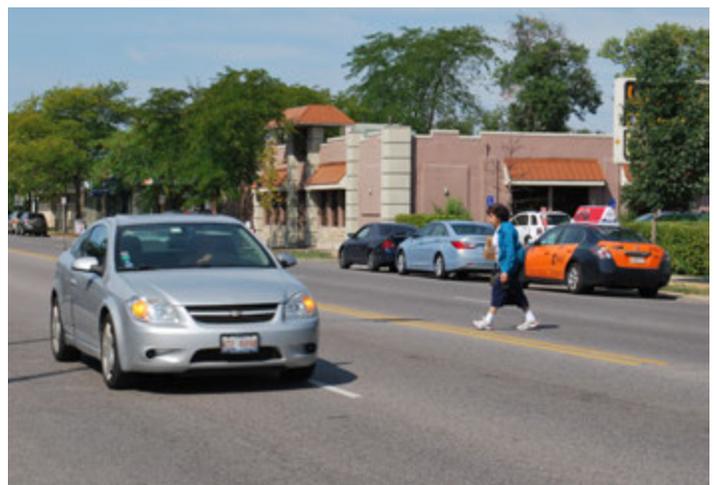
Another challenge in the corridor is pedestrian and bike safety. In the study area, Devon Avenue is a heavily trafficked stretch of four lanes carrying high-speed traffic. The panel found the Corridor to be highly auto-centric, but with limited parking options and few pedestrian amenities to ensure safe crossings. Lincolnwood and Chicago officials as well as local residents regard pedestrian safety as a big concern, especially near the Post Office, which attracts significant foot traffic.



Home Depot on the Chicago (south) side of Devon Avenue



Storefronts on the Lincolnwood (north) side of Devon Avenue



Devon Avenue lacks pedestrian crosswalks in the study area

The TAP Process and Framing Questions

The Village's vision for the corridor is a dynamic, safe, and attractive commercial district that provides various goods and services that complement the residential neighborhood immediately to the north. A vibrant commercial district and enhanced streetscape, the Village hopes, will also help establish an attractive gateway into the Village. Recognizing the importance of collaboration, the Village of Lincolnwood partnered with the City of Chicago to jointly sponsor this TAP. By coordinating efforts across jurisdictional lines the Village hopes to create a cohesive identity for the area.

The Village of Lincolnwood and the City of Chicago identified several complementary questions and issues that they hoped the TAP could address. These are:

1. What is the market for commercial redevelopment in the corridor? If commercial market demand is limited, what are other uses that could be successful in the corridor?
2. Would streetscaping have an impact on the viability of development? What impact would pedestrian and median improvements have? What type of streetscaping would be most valuable?
3. How can the corridor take advantage of nearby transportation assets such as the North Shore Channel Trail, PACE, and CTA bus routes? What opportunities are there for connections to Sauganash and Weber Spur trails across Devon Avenue?
4. What is the plan for the site at the northeast corner of Devon and McCormick (immediately adjacent to the study area)?

ULI Chicago convened a panel of experts to provide technical assistance to the Village and the City by developing realistic, implementable strategies to address the issues along Devon Avenue.

The ten-member panel met over two days and included experts from a variety of fields including transportation planning, real estate redevelopment,

sustainable design, and, landscape design. The panel was chaired by John Mays, a lawyer specializing in real estate development at Gould & Ratner, LLP, a mid-sized Chicago law firm.

To prepare for the panel, all panelists reviewed detailed background briefing material in advance. During the two day panel, the panelists toured the study area, heard from City of Chicago and Village of Lincolnwood representatives, and met with 40 area stakeholders, including residents and business owners. Using this information, the panelists worked together to develop several near term and longer term strategies to rejuvenate the study area.

Key Recommendations

The Village has several strengths to capitalize on, including its location, diverse demographics, high median income, strong retail base, and good fiscal health. However, socio-economic realities, including an aging population and the existence of retail elsewhere in the Village that competes with the corridor, limit the potential of the study area. Further, within the corridor, smaller lots, limited parking, and a small buffer area (alleyway) with the single-family residential neighborhoods, create challenging conditions for retail.

To restore vitality to the corridor, the Village must adapt to demographic changes, the changing retail landscape they usher in, as well as the physical constraints of the corridor. Additionally, the Village and the City must continue to collaborate to ensure that future developments and improvements create a more cohesive and a safer experience for all users along the corridor.

The panel's recommendations to address the questions posed by the Village and the City, focus on:

- **Redevelopment Opportunities,**
- **Transportation Improvements - Safety and Access, and**
- **Streetscape Enhancements**

Redevelopment Opportunities

1. Focus Redevelopment Efforts on Key Sites

The panel recommends focusing on key sites that have the most development potential and can re-energize the rest of the corridor (Figure 2). These sites include:
A: Northwest corner of Devon Avenue and McCormick Boulevard,
B: Northwest corner of Lincoln and Devon Avenues,

C: Whistler's Restaurant,
D: Vacant lot on Drake Avenue
E: Vacant MovieTheater Site



Figure 2: Key Redevelopment Opportunities

Site A: Northwest corner of Devon and McCormick.

This 21,300 square foot parcel, as a key bookend to the corridor and with strong potential for redevelopment, should be a primary, and immediate, focus for the Village. If the current tenant is unable to complete construction and start operations in a timely fashion, Lincolnwood should recruit another business for this location. The site and the currency exchange to its west are under the same ownership and could be assembled for redevelopment. Because of its high visibility, the panel recommends a retail focus for this location. A developer could use Tax Increment Financing (TIF) proceeds to renovate or rebuild.



Construction remains halted on the site at the NW corner of Devon and McCormick

Site B: Northwest corner of Lincoln and Devon Avenues. This 2.9 acre site, which forms the other bookend of the study area, consists of three parcels currently occupied by a Shell gas station, miniature golf, and a parking lot, as well as a Village-owned street that could be vacated.

As an assembled site with one owner, this corner is another attractive option for redevelopment. TIF status would be particularly helpful for redevelopment. Because of the need to assemble the parcel, vacate the street and potentially complete an environmental clean-up, this site should be viewed as a longer-term redevelopment opportunity.

Site C: Whistler's Restaurant. Located between Kimball and Trumbull Avenues, Whistler's is a key redevelopment site because of its size (28,800 square feet), large parking area (70 spaces), and single ownership. By upgrading the existing restaurant, or redeveloping it as a new destination-oriented single or multiple tenant restaurant, this site can become a big draw on Devon Avenue. A new or upgraded restaurant could potentially attract many more people to the area, increasing the customer base for other nearby businesses.

Site D: Vacant lot on Drake between Devon and Arthur Avenues. This 26,400 square foot site, which is privately owned and has been vacant for more than 50 years, is a prime residential development opportunity, and should be included in any TIF district that is established for the Devon Corridor. The lot, which is zoned R-4, could be developed as townhomes or market-rate senior housing. It could also be developed as usable open space. If developed, this property would generate additional tax revenue for the TIF.

Site E: Vacant Movie Theater Site. Although not within the immediate study area, the vacant movie theater site at the southeast corner of McCormick and Devon, offers another significant redevelopment opportunity. Because the site is located in Chicago, Lincolnwood should collaborate with the City of Chicago including the 50th Ward Alderman's office, to incorporate the site as an important component of the future plans for the overall area. If redeveloped, a retail use similar to Walgreens could be appropriate for this site.



Northwest corner of Devon and Lincoln Avenues is currently under-utilized



Whistler's has the large on-site surface parking lot on the north side of Devon



Vacant private property on Drake Avenue

2. Focus on Service-based Commercial Uses

Once some of the key sites, especially the northwest corner of Devon and McCormick, are redeveloped, it will be easier to attract smaller businesses to fill vacancies in the rest of the corridor. For these spaces, the panel recommends that the Village focus its efforts on attracting service-based commercial outlets providing services such as dentists, physical therapy, real estate, and similar uses.

The reason to focus on service business rather than traditional retail in this area is because the retail market along the six-block corridor on the Lincolnwood side of Devon is currently weak. Vacancy rates exceed 25 percent. The lots are shallow (125 feet deep), and a narrow alleyway behind the properties offers little barrier between the Devon business corridor and the residential neighborhood. Further, most of the buildings are privately owned, some with long tenures, and the rents are low. Together, these conditions suggest that tearing down existing buildings and replacing with newer retail would be difficult and not an effective use of funds.

In addition, there are already strong retail options elsewhere in the Village. In some ways, the decline of the corridor is a result of the Village doing an excellent job elsewhere in attracting retail. The Lincolnwood Mall, the planned development for the “Purple Hotel,” site and the retail options in the Touhy-Crawford area have saturated the Village with retail options. Therefore developing more retail in the Devon corridor would likely be self-defeating, and risk cannibalizing retail elsewhere.

3. Consider Market-rate Senior Housing

In addition, at the west end of the corridor, several parcels could be assembled to create market-rate, independent living, senior housing to accommodate the aging demographics in the area, which is also reflective of the national trend. The location is a prime spot, near the Swedish Covenant medical facility and a park, and could spur improvements in the buildings and parcels nearby. Zoning would need to be altered to accommodate higher density—three or four stories—to make this option viable. Because the surrounding architecture is three- to four-story buildings, a similarly sized residential building would



Many storefronts are vacant on the Lincolnwood side of Devon Avenue

fit in, and the development could add energy to the corridor. Indeed, senior housing is a growth market with many developers seeking opportunities in the market.

4. Build Relationships with Property Owners

To build out the commercial/service tenants in the four sites and along the full corridor, it will be critical that the Village build strong relationships with the current owners of the parcels and gather pertinent information to have on hand when courting real estate developers. Vacancy rates, zoning options, and lot sizes and prices, are the types of information that real estate developers will seek when making decisions where to invest. Having that information readily available will be critical.

Transportation Improvements - Safety and Access

The Devon corridor is a heavily trafficked span. However, it also has the potential to be a walkable, inviting stretch, with certain safety improvements. While motorists are important, so too are pedestrians. The visible activity that a highly walkable street filled with pedestrians encourages, sends a signal that the area is a good place to shop and linger.

A unique feature of the area is its Orthodox Jewish community, which is forbidden to drive on the Sabbath. Therefore, there is a built-in walking community already, which with some encouragement via high-quality design, could be convinced to abandon their cars and walk on other days of the week as well. In addition, people are coming from other parts of the region to use the trails along the North Shore Channel. Once completed, the Saugansh Trail and the Weber Spur Trail along with the existing North Shore Channel Trail, will form a strong regional bike network, a significant portion of which will traverse through Lincolnwood. Improving bike and pedestrian access to the Devon corridor from these trails would encourage additional visitors.

Creating opportunities for people to “trip-chain”—park and shop in two or more places—makes for a more vibrant area, as does the seamless integration of public transit. Encouraging a more walkable area also reduces the need for additional parking, because customers can park once and walk between shops.

With some effort, the six-block stretch of Devon could be a “complete” street—a street attractive to all users.

1. Improve Pedestrian Safety

A key element in any plan to attract more pedestrians is to improve safety. Two of the most frequent comments from residents were that the area does not have a cohesive look and that the lack of pedestrian crossings was dangerous. This latter concern was confirmed by looking at accident data, which shows higher incidences of pedestrian and bicycle accidents in the study area, compared to the other segments of Devon Avenue. (Figure 3)

To transform this auto-oriented stretch of Devon into a “complete” street, Lincolnwood and Chicago should work together to develop a shared vision for the corridor. Also because the Illinois Department of

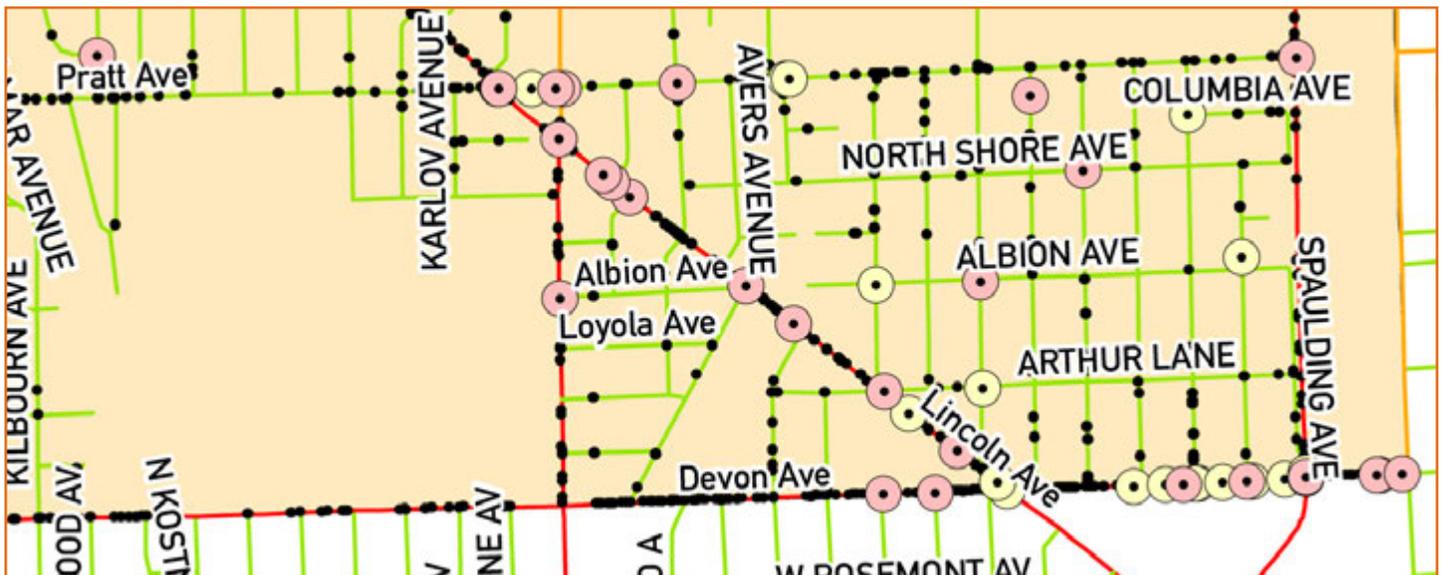
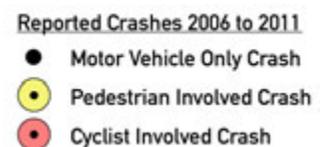


Figure 3: Study Area Crash Map
Prepared by Active Transportation Alliance, Source: IDOT 2006-2011



Transportation (IDOT) has jurisdiction over Devon Avenue, Lincolnwood and Chicago should jointly approach IDOT to make safety improvements. Features such as refuge islands, curb bump-outs, and improved sidewalks, will certainly help.

Create refuge Islands. Pedestrian safety can be improved by creating a median with pedestrian refuge islands. This allows people to cross halfway and then safely pause before crossing the other half of the street.

Add pedestrian crosswalks. The panel recommends installing a crosswalk with pedestrian-activated flashing beacons near the Post Office at Devon and Kimball. The beacons signal to drivers that a pedestrian is about to cross. Although a signal at the intersection is the best option for safety, it is also the most expensive.

Create Curb Bump-outs. The panel also recommends curb bump-outs at intersections with residential streets. Bump-outs shorten the distance from one side of the street to the other for pedestrians, making their passage safer.

Complete Sidewalks. The Village should complete the missing sidewalk between Lincoln and Hamlin streets, and should maintain continuous sidewalks along Devon.



Mid-block crosswalks and curb bump outs allow pedestrians to cross safely

A landscaped "end-cap" for on-street parking enhances safety and appearance

2. Create Bike Lanes

The Panel recommends adding a bike lane, both to slow traffic and to increase transportation options in the corridor. Making Devon Avenue bike-friendly will make the bike trail along the Channel more accessible from the proposed Saugansh and Weber Spur trails, further strengthening the regional bike network.



Bike lanes increase transportation options

3. Improve Parking Options

The panel recommends that the Village consider creating angled parking on residential streets at intersections with Devon. Angled parking will significantly increase the amount of parking in the area and is likely to work within the existing street width. The Village could also approach MB Bank to share some of the parking in the large bank lot with area businesses, especially during the evening, when the bank is closed, but the other businesses are open. Additionally, the Village should create end-caps for street parking to enhance pedestrian safety.



A detailed engineering study will be needed to develop a new “complete street” design for Devon Avenue. However, based on preliminary roadway measurements provided by the Village of Lincolnwood, Devon Avenue is approximately 60 feet wide from curb to curb in the study area, which is sufficient to incorporate many of the safety recommendations. Over a longer term, by reconstructing curbs and redesigning the entire right-of-way, which is almost 100 feet, Devon Avenue can be transformed into a street that is safe and attractive for all users. Figure 4 presents a roadway cross-section concept developed by the Active Transportation Alliance which illustrates several pedestrian and bike safety features recommended for Devon Avenue.

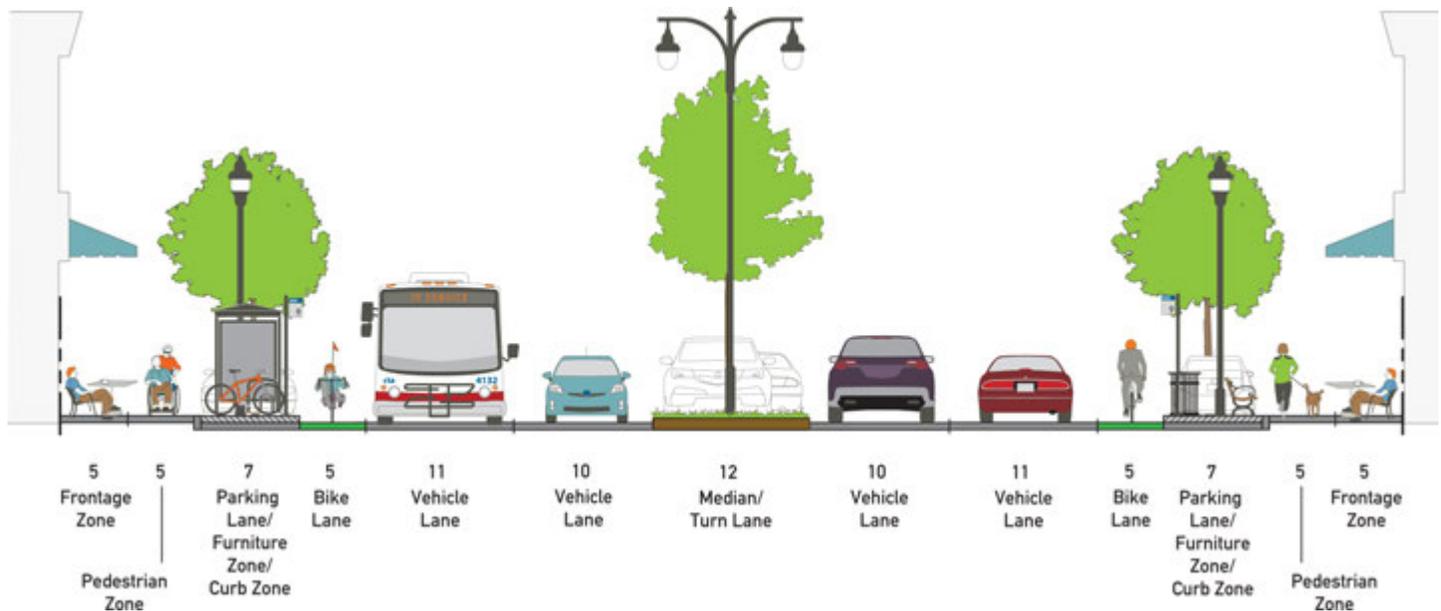


Figure 4: Typical Cross-Section for a Urban Commercial Mixed Use Boulevard
 Source: Complete Streets, Complete Networks Design Manual by the Active Transportation Alliance

Streetscape Enhancements

An improved streetscape along Devon Avenue can help build enthusiasm for the area and signal visually that the area is rejuvenated. As one resident said, “The worst case outcome is to do nothing.”

To improve the look and feel of the corridor, the corridor should be tied into the North Shore Channel and trail on the east, and Lincoln Avenue on the west side. To make shoppers feel welcome and engaged in the shopping experience, the panel suggests several beautification strategies, some immediate, others short-term, as well as longer-term plans. The panel feels strongly that the investment in landscaping and beautification would reap dividends in increased shoppers, and several features could greatly improve safety. Furthermore, streetscape is an essential investment if private developers are to show any interest.

50th Ward Alderman, Debra Silverstein, reported that Devon Avenue just east of the study area will undergo major streetscaping starting in 2014. With funding from an established TIF district and the State of Illinois, Devon Avenue from Kedzie Avenue to Leavitt Street in Chicago, will see new street lighting, wider sidewalks with decorative pavers, trees, benches, new crosswalks and community identifiers, among other improvements. To remain an attractive draw for shoppers and service seekers, the panel recommends that Lincolnwood focus on improving its own streetscape along Devon Avenue, drawing from the existing Streetscape Plan adopted by the Village for Lincoln Avenue. In addition to aligning with the design elements of Lincoln Avenue, key elements of the new streetscape should include public art and public spaces (Figures 5a and 5b). More specifically, the panel recommends that the Village do the following:

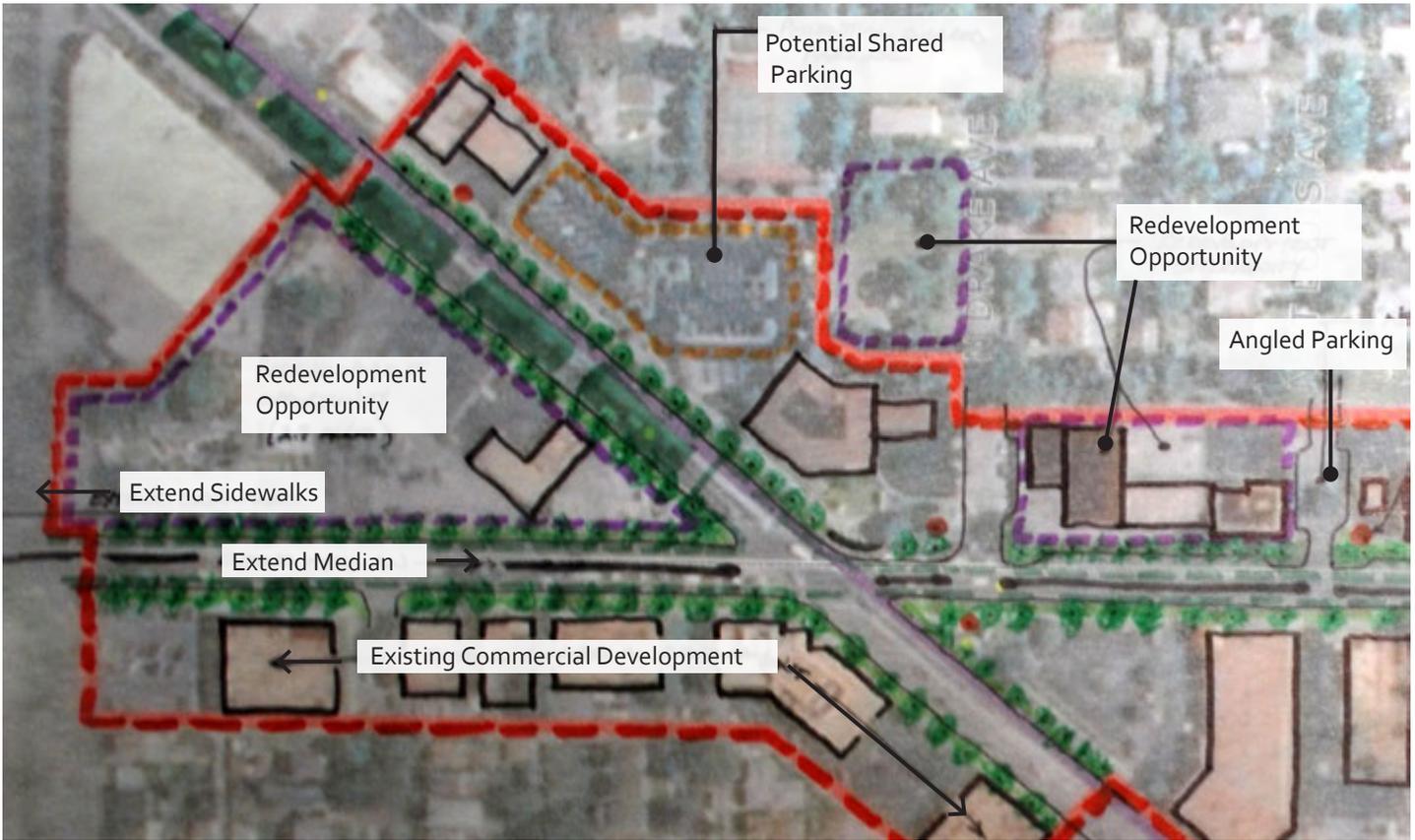


Figure 5b: Redevelopment Sketch for the western portion of the study area prepared during the two day panel

4. Create a Unified Corridor Design

Visual elements indicated in the Lincoln Avenue Streetscape Plan can be extended down into Devon Avenue. These elements include trees, benches, planter boxes, lighting, and signage. The elements should be placed on both sides of Devon, Lincolnwood and Chicago, to tie the street together visually.

Financing the Improvements

The key to successful commercial/service redevelopment, the panel notes, will be to establish a Tax Increment Finance (TIF) district. TIF districts capture increases in property tax revenues in a specific area without changing the actual tax rate for property owners. Any increased tax revenue is held in a specific TIF fund, which is used to help finance improvements aimed at stimulating economic growth within the district. Village opponents of a TIF on Devon have argued that current taxing bodies, such as the school system, could lose revenue because under a TIF, their share of the property tax would be limited to the



Examples of Recommended Street Furnishings
Source: Lincoln Avenue Streetscape Plan, Village of Lincolnwood

equalized assessed value of the area at the time the TIF was approved. While the TIF district is in place, tax revenue from increased property values generated within the TIF boundaries go into the TIF fund and then are reinvested in that area.

Although acknowledging the community resistance to a TIF, the panel feels strongly that short of floating a bond, this form of financing is the best option to rejuvenate the area. A TIF would be a clear draw to real estate developers, whose investment can stem the deterioration of the corridor. Without a TIF, the area will continue to decline and with it, the overall tax base. Ultimately, the infrastructure improvements in the area will benefit the public, not the private developers, as some opponents to the TIF have worried.

In addition to a TIF, the panel encourages the Village to reach out to local businesses to support beautification efforts. Home Depot, for example, has already volunteered trees for the streetscape project. In addition, the Village could target \$25,000 annually in Property Enhancement Program funding for four years for the Devon Corridor in the budget. The Property Enhancement Program is designed to provide an incentive to business owners to make improvements to their building's exterior or other property enhancement that will improve the appearance of a business district. The panel also encourages the Village to coordinate with the City of Chicago on beautification planning.

To finance the pedestrian- and bike-safety improvements, the panel recommends approaching IDOT for funds through its Highway Safety Improvements Program. Finally, the panel recommends timing the more major renovations along Devon to align with the eventual sewer repairs to be done by MWRD, as a way to "dig once," and save money.

Conclusion

The panel recommends that the Village focus on improving the look and safety of the Devon Corridor as a gateway to the Village and to encourage a service use focus for the area with retail on key

sites. The panel also identified options for funding the recommended upgrades and redevelopment efforts. Additionally, the panel has created a set of immediate and longer-term steps the Village can take to implement the recommendations presented in this report.

Immediate Actions

- Establish a TIF, without which developer interest will wane.
- Send Village crews to clean up trash, weeds, and other eyesores along Devon.
- Address the issues at the languishing, highly visible site at the northwest corner of Devon/McCormick.
- Establish relationships with local business and land owners in the corridor; develop a database of information such as rents and vacancies that are critical to developers.
- Reach out to businesses for potential sponsorships of public art and streetscaping elements.
- Actively engage with MWRD for the post-remediation use of the site on the northeast corner of McCormick and Devon.
- Establish regular meetings with the Chicago alderman's office, and the City planning staff to build a strong relationship between the Village and the City.

Longer-term Initiatives

- Establish a zoning overlay district with flexibility in use and density to entice redevelopment on key sites.
- Approach the entire street with a consistent visual design plan and provide incentives for current owners to upgrade their properties.
- Address safety as a part of street design. Partner with the City of Chicago to jointly approach IDOT regarding implementing pedestrian and bike safety improvements along Devon.
- Address parking issues including angled parking on side streets off Devon as a part of overall street design. Identify potential funders for the public art related recommendations.
- Work with owners of key sites to facilitate land assembly and/or redevelopment.

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Memorandum

To: Timothy C. Wiberg
Village Manager

From: Timothy M. Clarke, AICP
Community Development Director

Date: May 14, 2013

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

Background

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

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

School District #74
School District #219
Oakton College

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

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

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

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

Status

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

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

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

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

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

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

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

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

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

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

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

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

Similar limitations as noted above for this TIF District

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

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

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

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

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

Attachments

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

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

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

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

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

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

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

b. Proposed Terms relating to the NEID TIF:

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

5. Proposed Devon-Lincoln TIF.

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

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

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

APPROVED



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

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

MEETING MINUTES

Members Present

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

Members Absent

Oakton Community College Representative
Cook County Representative

Village Staff Present

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

Others Present

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

I. Call to Order

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

II. Introduction of Representatives

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

III. Selection of Public Member

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

IV. Selection of Chair

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

V. Review JRB Procedures and Duties

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

VI. Review Proposed Devon-Lincoln TIF Plan & Eligibility

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

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

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

Additional discussion ensued.

VII. Recommendation to Village Board

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

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

VIII. Public Forum

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

IX. Adjournment

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

Respectfully submitted,



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

APPROVED



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

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

MEETING MINUTES

Members Present

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

Members Absent

Oakton Community College Representative
Cook County Representative

Village Staff Present

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

Others Present

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

I. Call to Order

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

II. Minutes Approval

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

III. Follow-up Questions and Discussion

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

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

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

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

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

IV. Consideration of a Resolution

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

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

V. Next Steps

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

VI Public Forum

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

IX. Adjournment

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

Respectfully submitted,

A handwritten signature in black ink that reads "Timothy M. Clarke". The signature is written in a cursive style with a large initial 'T' and 'C'.

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

APPROVED

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

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

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

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

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

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

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

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

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

APPROVED



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

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

MEETING MINUTES

Board Members Present

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

Board Members Absent

Oakton Community College Representative
Cook County Representative

JRB Attorney

Steven Elrod

Village Staff Present

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

Others Present

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

I. Call to Order

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

II. Minutes Approval

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

III. Follow-up Questions and Discussion

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

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

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

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

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

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

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

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

IV. Consideration of a Resolution

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

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

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

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

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

V. Next Steps

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

VI Public Forum

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

IX. Adjournment

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

Respectfully submitted,



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



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

MEETING MINUTES

Board Members Present

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

Board Members Absent

Oakton Community College Representative
Cook County Representative

JRB Attorney Present

Steven Elrod

Village Staff Present

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

Others Present

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

Craig Klatzco, resident
Marilyn Markwedel, resident

I. Call to Order

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

II. Minutes Approval

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

III. Follow-up Discussion & Comments

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

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

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

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

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

VI Public Forum

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

IX. Adjournment

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

Respectfully submitted,

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

VILLAGE OF LINCOLNWOOD

TIF REDEVELOPMENT PLAN

DEVON-LINCOLN TIF DISTRICT

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

Prepared by the Village of Lincolnwood, Illinois

in conjunction with

Kane, McKenna and Associates, Inc.

November 2012

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I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

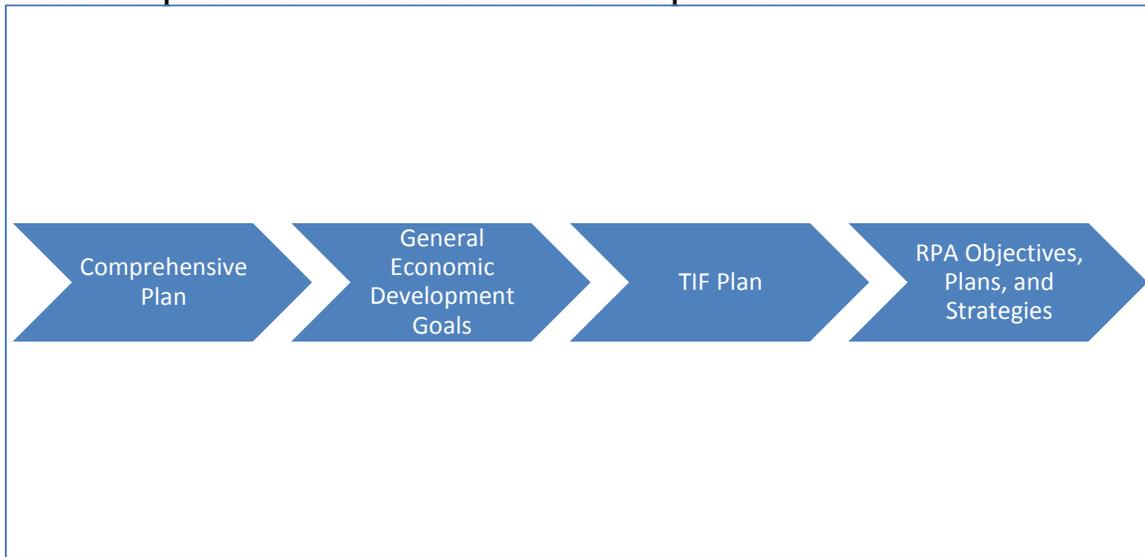
II. RPA LEGAL DESCRIPTION

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

III. RPA GOALS AND OBJECTIVES

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

Exhibit 1
Relationship of Land Use and Economic Development Plans



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

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

Exhibit 2

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

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

Source: Village of Lincolnwood *Comprehensive Plan*

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

Exhibit 3

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

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

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

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

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

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

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

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

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

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

Exhibit 3
Examples of TIF Performance Measures

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

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

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

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

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

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

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

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

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

V. TIF QUALIFICATION FACTORS PRESENT IN THE RPA

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

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

VI. REDEVELOPMENT PROJECT

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

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

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

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

Site Preparation, Clearance, and Demolition

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

Land Assembly

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

Public Improvements

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

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

Rehabilitation

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

Interest Rate Write-Down

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

Job Training

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

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

School and Library District Costs

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

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

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

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

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

private investment; including any direct or indirect costs relating to Green Globes¹ or LEED-certified construction elements or construction elements with an equivalent certification per the TIF Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 4
RPA Project Cost Estimates

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

Notes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

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

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

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

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

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

Commitment to Fair Employment Practices and Affirmative Action.

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

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

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

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

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

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

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

VIII. PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT

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

APPENDIX 1

Legal Description of Project Area

Devon-Lincoln TIF Boundary Legal Description:

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

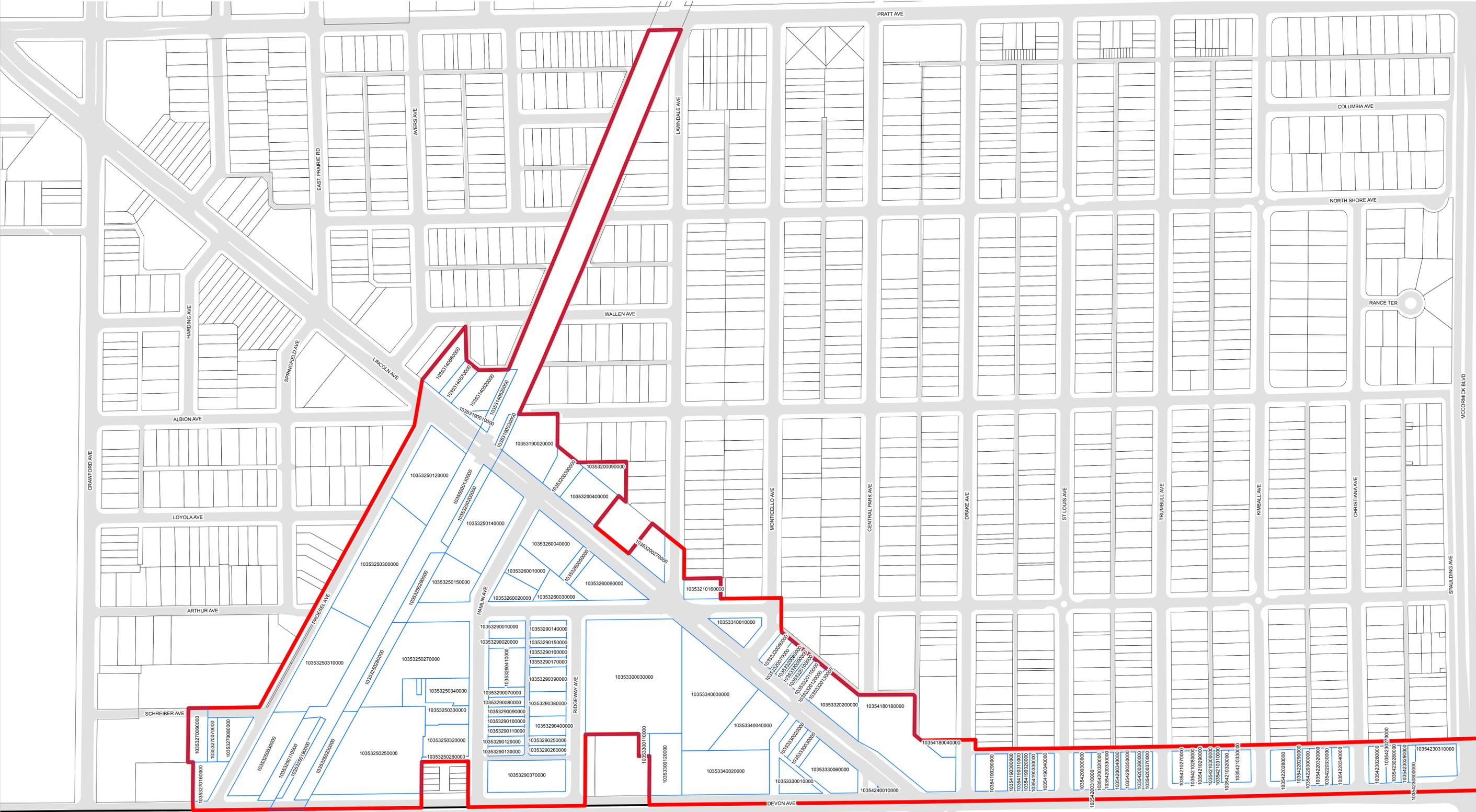
Devon Ave. Subdivision); thence West along said last described line to the Northeasterly line of Lot 4 in Block 6 in said Owen & Closius Lincoln & Devon Ave. Subdivision; thence Northwesterly along said last described line to its intersection with the West line of the North/South public alley; thence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

APPENDIX 2

Boundary Map of RPA



Village of Lincolnwood - Devon-Lincoln TIF District



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



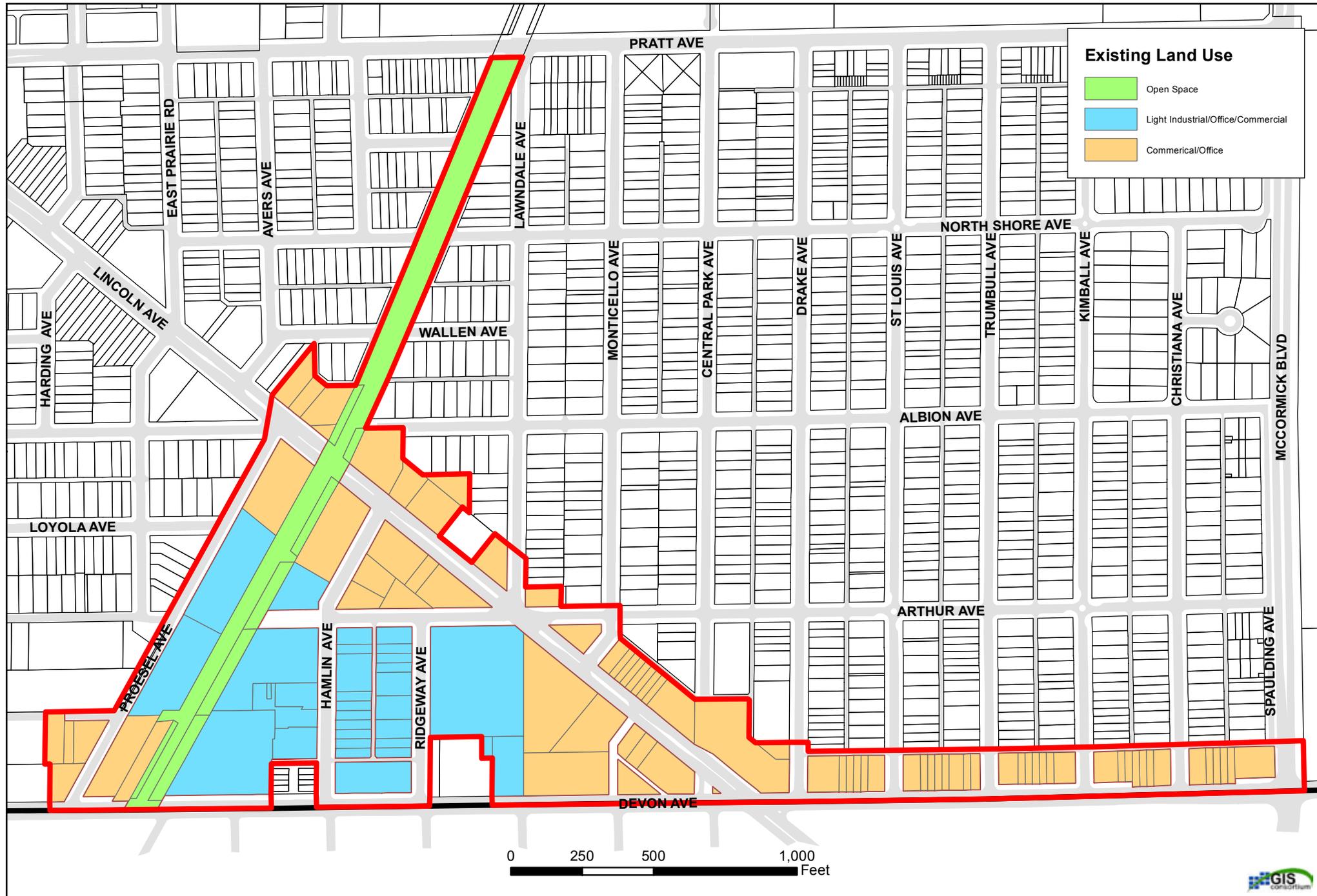
APPENDIX 3

Existing Land Use Map of RPA



Village of Lincolnwood - Devon-Lincoln TIF District

Existing Land Use



APPENDIX 4

Future Land Use Map of RPA



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



APPENDIX 5

TIF Qualification Report

Prepared by Kane, McKenna and Associates

VILLAGE OF LINCOLNWOOD

TIF QUALIFICATION REPORT

DEVON-LINCOLN TIF DISTRICT

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

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

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

November 2012

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

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V.	Qualification Findings for TIF District	8
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Exhibit A	TIF Boundary Map	

EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

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

I. INTRODUCTION AND BACKGROUND

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

Economic Development Goals.

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

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

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

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

Current Land Use.

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

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

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

General Scope and Methodology.

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

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

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

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

II. QUALIFICATION CRITERIA USED

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

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

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

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

TIF Qualification Factors for a Conservation area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. THE TIF DISTRICT

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

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

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

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

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

IV. METHODOLOGY OF EVALUATION

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

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

V. QUALIFICATION FINDINGS FOR TIF DISTRICT

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

Exhibit 2
Summary of Findings

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

Findings for Conservation Area.

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

1) Lagging or Declining EAV.

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

Exhibit 3
EAV Trends for TIF District

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

Notes:

*Reassessment years asterisked.

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

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

2) **Excessive Vacancies.**

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

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

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

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

¹ Per the Community Development Department.

3) Obsolescence.

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

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

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

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

4) Deleterious Layout.

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

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

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

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

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

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

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

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

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

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

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

6) Inadequate Utilities.

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

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

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

VI. SUMMARY OF FINDINGS / GENERAL ASSESSMENT OF QUALIFICATION

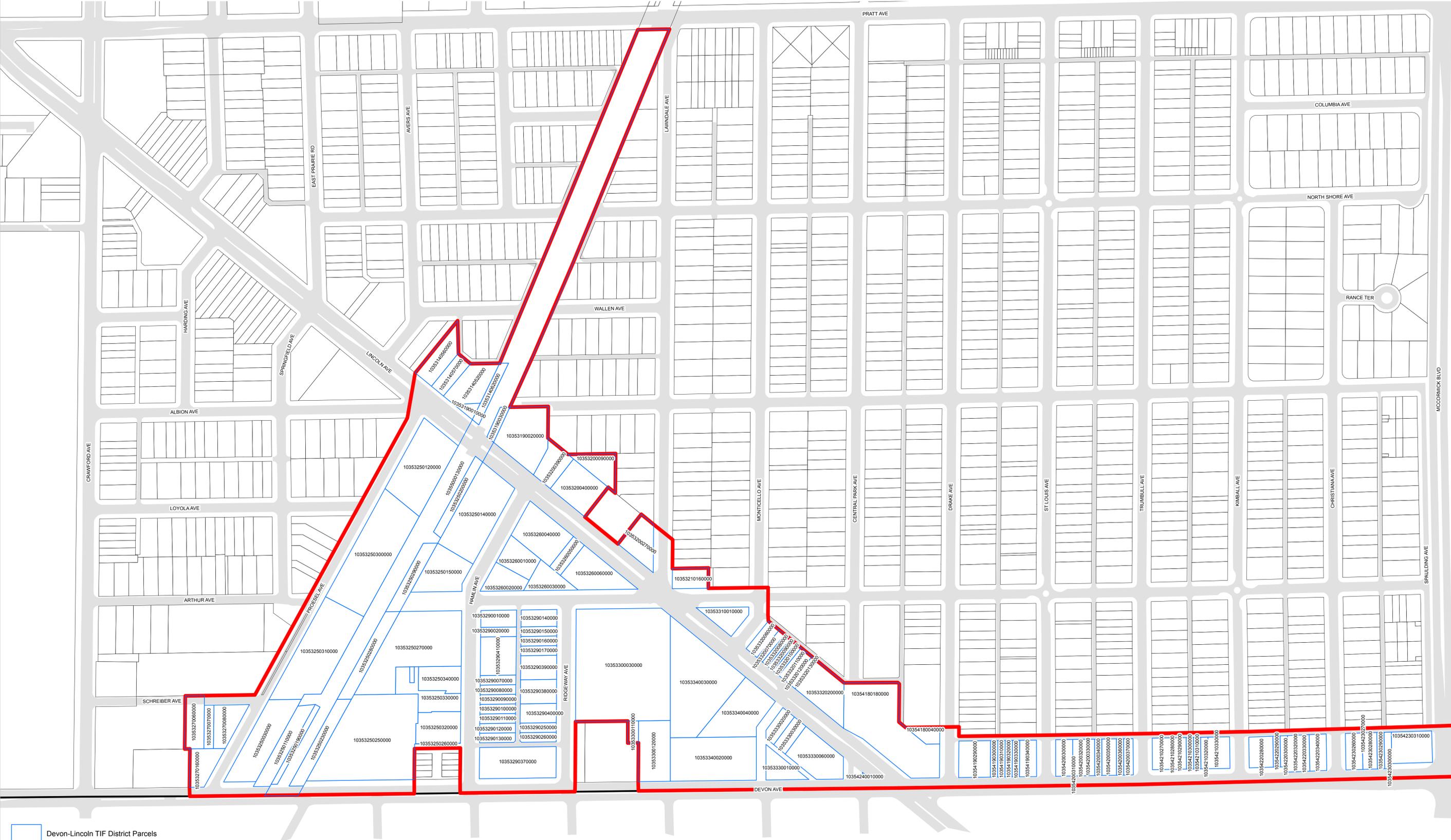
The following is a summary of relevant qualification findings as it relates to the Village's potential designation of the TIF District.

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

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



Village of Lincolnwood - Devon-Lincoln TIF District



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





DRAFT

INTERGOVERNMENTAL JOINT REVIEW BOARD
for
Proposed Devon-Lincoln Tax Increment Financing District
Meeting on
June 10, 2013
Council Chambers Room
Lincolnwood Village Hall
11:00AM

MEETING MINUTES

Board Members Present

Chairman James Kucienski, Village Representative (Village Alternate)
Su Bochenski, Lincolnwood Library District
Paul Eisterhold, Public Member
Nanciann Gatta, School District #219 Representative (Arriving at 11:16AM)
Darrell Moon, School District # 74 Representative
Donald Gelfund, Niles Township Representative

Board Members Absent

Oakton Community College Representative
Cook County Representative

JRB Attorney Present

Steven Elrod

Village Staff Present

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

Others Present

Kendra Beard, President, Lincolnwood Library District
Tony Ficarelli, Attorney for School District #74
Nicholas Greifer, Kane McKenna & Associates
Robert Rychlicki, Kane McKenna & Associates

I. Call to Order

The meeting was called to order at 11:04 AM by Chairman James Kucienski, noting that five members of the Joint Review Board (JRB) were present (Representative Gatta of District #219 had not yet arrived).

James Kucienski indicated that Jim Persino could not attend this meeting and reminded members that he was the alternate Village representative to the Board and the Vice Chairman of the Village Economic Development Commission.

II. Minutes Approval

A motion was made by Member Eisterhold to approve the proposed minutes, as presented, of the April 8, 2013 meeting of the JRB. Motion seconded by Member Gelfund. Motion approved 5-0 by voice vote.

III. Next Steps and Next Meeting

Chairman Kucienski summarized for Board members the status of the continued Public Hearing on this proposed TIF District. This public hearing began on February 19, 2013, was continued to April 16, 2013 and then continued to June 18, 2013. Chairman Kucienski stated that Village Board members have already indicated that on June 18, they intend to again continue to a future date, this public hearing. Chairman Kucienski noted that this continuance was in response to inquiries made by some of the taxing districts and their desire to discuss with the Village, an intergovernmental agreement. Attorney Elrod explained that one of the Village Trustees owns property in the proposed District and therefore cannot vote on this matter and so a full complement of Village Board members is desired for discussion of this proposed TIF District and the request by some of the taxing districts for an intergovernmental agreement. Discussion ensued on the way forward for the JRB during which Representative Gatta of District #219 arrived.

Members discussed when would be the best time for another meeting of the Board on this matter. It was noted that the JRB had already adopted a Resolution which would remain in effect unless the Board again convened and took action to negate or nullify this already adopted Resolution. It was stated that any member of the Board can advise the Village that it desires for the JRB to convene and a meeting would then be scheduled. Discussion continued.

It was determined by members that setting meeting times now for a future JRB meeting would be appropriate. It was decided that September 9, 2013 at 9AM in Village Hall, and as an alternate date, September 26, 2013 at 9AM in Village Hall, would be good times for the JRB to next meet. Based on this discussion, Member Gelfund made a motion, seconded by Member Bochenski, to set the next meeting of the JRB for Monday September 9, 2013 at 9AM in Village Hall and as an alternate date for this next meeting, for Monday September 26, 2013 at 9AM in Village Hall. Motion approved 6-0 by voice vote.

IV Public Forum

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

V. Adjournment

By consensus, the meeting was adjourned at 11:23AM.

Respectfully submitted,

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