



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:30 P.M., APRIL 1, 2014**

AGENDA

I) Call to Order

II) Roll Call

III) Regular Business

1. Discussion Concerning the Proposed Devon-Lincoln TIF District (6:30 – 7:00 P.M.)
2. Biennial Status Report of the Zoning Board of Appeals (7:00 – 7:15 P.M.)
3. Discussion Concerning the Appointment of Representatives to Review an Incentive Request (7:15 – 7:30 P.M.)

IV) Public Comment

V) Adjournment

DATE POSTED: March 28, 2014

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Douglas J. Petroschius, Assistant Village Manager

DATE: March 28, 2014

SUBJECT: **April 1 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 in the Village Hall Council Chambers. Dinner will be available beginning at **5:45 p.m.** in the Village Hall Board Conference Room.

Please find below a summary of the items on the COTW agenda:

- 1) **Discussion Concerning the Proposed Devon-Lincoln TIF District (6:30 – 7:00 P.M.)**
On March 31, 2014 Trustees Elster and Patel will meet with representatives of the Library, School District 74, and School District 219 to continue discussions regarding the proposed Devon-Lincoln Tax Increment Financing District. Trustees Elster and Patel will report to the Village Board on the outcome of their meeting with the three taxing bodies.
- 2) **Biennial Status Report of the Zoning Board of Appeals (ZBA) (7:00 – 7:15 P.M.)**
[Attached](#) is the biennial report of the ZBA. Acting-chair Herbert Theisen will present the ZBA's activity for the last two years and answer questions from the Village Board.
- 3) **Discussion Concerning the Appointment of Representatives to Review an Incentive Request (7:15 – 7:30 P.M.)**
President Turry has proposed appointing two Trustees to coordinate with two members of the Economic Development Commission (EDC) in order to review the forthcoming economic incentive request for the Shoppes at Lincoln Pointe. It is anticipated that this will help frame the substantive points of the request for the upcoming presentation to the full EDC. Other staff, consultants, and Commissioners may be involved. Time has been set on the COTW agenda to discuss the creation of this informal group.

If you should have any questions concerning these matters, please feel free to contact me at (847) 745-4711.

Village of Lincolnwood Village Board Committee of the Whole

Commission: Zoning Board of Appeals (ZBA)

Chairperson: Herbert Theisen, Acting Chair

Paul Gordon
Paul Grant
Jean Ikezoe-Halevi
Christopher Nickell
Kathy O'Brien

Previous ZBA Members who served during this report period

S. J. Malkin
Mary Couzin
Kenneth Klint
Christopher Martel

Summary of Significant Activities of the Previous Two Years:

- Held 12 public meetings between July 2012 and January 2014.
- Considered 18 Public Hearing cases
 - 12 Residential cases
 - 6 Commercial cases
- Breakdown of Type of Variation Requests Considered
 - Six off-street parking variations
 - 2 Residential/4 Commercial
 - Four fence variations
 - Three sign variations/special signs
 - Three residential setback variations
 - Two residential building/lot coverage variations
 - Two commercial landscape variations
 - One residential accessory structure variation
- Considered an Appeal of a Determination by the Zoning Officer.
- Recommended to the Village Board a Zoning Code Text Amendment to the definition of "Unacceptable Fence Materials".

FY 2014-2016 Anticipated Activities/Goals

- Continue to review variation types that have been granted and make recommendations on further Zoning Code text amendments.

Specific Questions or Comments for the Village Board:

None



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., APRIL 1, 2014**

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – March 18, 2014

V. Warrant Approval

VI. Village President's Report

1. Appointment of Talin Hitik to the Human Relations Commission
2. Swearing in of Police Sergeant Lawrence Martin as Lieutenant

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 to Award a Bid for Landscape Maintenance for Centennial Park to Landscape Concepts Management (Appears on the Consent Agenda Because it is the Lowest Qualified Bidder)
2. Approval of a Resolution Approving a Contract with CDW Government LLC for the Purchase and Installation of Wireless Local Area Network Equipment in the Amount of \$28,361.94 (Appears on the Consent Agenda Because it Through a Joint Purchasing Cooperative)
3. Approval of an Ordinance Authorizing Reallocation of Unused Private Activity Bond Volume Cap Allocation (Appears on the Consent Agenda Because it is a Routine Form of Government)
4. Approval of a Resolution Granting an Extension of the Period of Validity for a Variation Granted for 6643 Tower Circle Drive (Appears on the Consent Agenda Because it is a Routine Form of Government)
5. Approval of an Ordinance Adopting a Text Amendment to Section 2.02 Definitions of "Fence Material, Unacceptable" and Section 3.13 Fences and Natural Screening (Appears on the Consent Agenda Because it was Discussed at a Previous Village Board Meeting)
6. Approval of a Resolution Authorizing the Village Manager to Accept a Proposal and Execute an Amendment to the Village's Electricity Supply Agreement (Appears on the Consent Agenda Because it is a Policy that was Discussed at a Previous Committee of the Whole)

VIII. Regular Business

7. Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Variation from Section 3.13 of the Zoning Code to Permit a Replacement Fence Comprised of an Unacceptable Fence Material at 3719 West North Shore Avenue
8. 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
9. Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2014 to April 30, 2015
10. Consideration of a Resolution Establishing Certain Annual Fees to be Charged by the Village During Fiscal Year 2014-15

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Reports

XIII. Public Forum

XIV. Adjournment

DATE POSTED: March 28, 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
MARCH 18, 2014**

Draft

Call to Order

Village President Gerald Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:40PM, Tuesday, March 18, 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 Patel, Sprogis-Marohn, Cope, Elster, Klatzco, Leftakes

ABSENT: None

A quorum was present.

Also present: Timothy Wiberg, Village Manager; Chuck Meyer, Assistant to the Village Manager; Timothy Clarke, Director of Community Development; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Charles Greenstein, Treasurer; Robert LaMantia, Police Chief.

Approval of Minutes

The minutes of the March 4, 2014 regular Village Board meeting had been distributed in advance and were examined. Trustee Sprogis-Marohn moved to approve the minutes, Trustee Patel seconded the motion.

The motion passed by Voice Vote. Trustee Elster abstained.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$786,565.49, Trustee Leftakes seconded the motion.

Upon Roll Call by the Village Clerk the results were:

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

NAYS: None

The motion passed

Village President's Report

1. Proclamation Regarding Fair Housing Month

President Turry read the proclamation stating that April 2014 is National Fair Housing Month in Lincolnwood, to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents of the Village of Lincolnwood.

The Board Concurred.

A copy of this proclamation was presented to Casey Wittekind of Open Communities.

2. President Turry announced these upcoming Boards and Commissions Meetings:

- Village Board Meeting – Tuesday, April 1 at 7:30PM in Council Chambers – Committee of the Whole will begin at 6:30PM
- Traffic Commission Meeting – Thursday, March 20 at 7PM in Council Chambers

Please check the Village Calendar on the Village Website for any Possible Changes

Consent Agenda

- 1. Approval of an Ordinance Amending Chapter 9, Article 9, Sections 7 and 8 (Recordkeeping and Reporting By Secondhand Dealers) of the Municipal Code**
- 2. Approval of a Recommendation by the Traffic Commission to Amend Chapter 7, Article 2, Section 22 of the Municipal Code Pertaining to Reserved On-Street Parking Spaces for Disabled Persons**

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

Upon Roll Call the results were:

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

NAYS: None

The motion passed

Regular Business

- 3. Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Request by Airoom to Eliminate Certain Conditions Contained in Ordinance 95-2199 which Prohibits Parking along the Keystone Avenue Side of the Airoom Building at 6825 North Lincoln Avenue or in the Adjacent Keystone Avenue Right-Of-Way**

This item was introduced. President Turry addressed the audience and requested respect for all opinions which will be expressed. Mr. Clarke requested the opportunity to clarify this item. Attorney Elrod clarified the original provision when written and the process needed now to make changes.

Request by Airoom for Amendment to an Ordinance Granting a Variation

Request is to eliminate certain conditions found in Section 2 of Ordinance No. 95-2199 which prohibit parking along Keystone Avenue

Exhibit K was presented.

Background

1995 PC/ZBA Hearing Held on Three requests

- Building Height Variation
- Front-yard Setback Variation
- “additional parking along Keystone requiring use of Village Parkway”

1995 PC/ZBA Recommendations

- Deny Height Variation
- Reject Parking Request as shown on Exhibit K
- Recommend Front Yard Variation with Condition
 - *Install and maintain grass, trees, shrubs as directed by Building Commissioner on property east of building and on adjacent Keystone Parkway

Adopted Ordinance 95-2199

*Front yard setback approved subject to conditions.

- There shall be no parking along the Keystone side of the building on the subject property or in the Village right-of-way as presented on Exhibit K...or in any other manner whether or not submitted to the Village on any other plans
- In order to provide some screening of the new building, and specifically due to the loss of front yard setback, applicant shall install and maintain, solely at its own cost, grass, trees, shrubs and other landscaping on its own property to the east of its building and also on the Village parkway adjacent thereto along Keystone

Since 1995

- Established Landscape Requirements for Off-Street Parking and Commercial Buildings
- Established Parkway Landscape Requirements
- Established Traffic Commission and Procedure for Considering and Approving Specified Locations for Parkway Parking

2014 Requested Action

*Remove Conditions Related to Parking Along Keystone

- Removal of conditions would **NOT** approve any parking
- Approval of any parkway parking requires specific action by Village Board with deliberations by the Traffic Commission
- Approval of any off-street parking (on subject property) along Keystone would require hearing before ZBA and approval of variations

ZBA Public Hearing

*Held on February 19, 2014

*All Public Testimony Received Against Airoom's Request

- Six citizens testified in person
- One letter received

*ZBA Recommends Approval (3-1) of Requested Amendment to Remove 1995 Conditions Relating to Parking

The following individuals addressed the Board expressing negative concerns regarding changes to Ordinance 95-2199:

Nila Bayvas

Joseph Noferi – 6924 Keystone

Buzz Alpert – 7220 Keeler

Howard Cohan – 7230 Keeler

Mike Gebrehuwet – 6826 Keystone

Bertha Gimbell – 7000 McCormick

Raymon Grossman – 3827 Sherwin

Smret Smith – 6826 Keystone

P. Stavinoga – 4712 Devon

Georgia Talaganis – 3955 Estes

April Vanderporten – 6648 Kenneth

Michael Klein, owner of Airoom addressed the Board offering clarification of the parking plan and additional background information

Discussion ensued.

President Turry requested a motion to concur with the recommendation of the Zoning Board of Appeals, to approve the elimination of conditions contained in Ordinance 95-2199.
No motion was made.

Attorney Elrod stated that the item may return to the Board at the request of the Village Manager.

4. Consideration of a Recommendation by the Plan Commission Regarding Zoning Ordinance Text Amendments to Section 2.02 Definitions of “Fence Material, Unacceptable” and Section 3.13 Fences and Natural Screening

This item was presented by Mr. Clarke using PowerPoint.

Existing Village Code – Prohibits Throughout the Village

*Use of Plastic or Synthetic Materials for Fences, Including the Use of PVC (PolyVinyl Chloride)

Consideration Process – Village Board September 3, 2013

- *Considered a Variation Request to Permit PVC Fence at 3719 West Northshore Avenue
 - ZBA Recommends Variation (3-2)
 - ZBA Recommends Consideration of a Text Amendment to Allow PVC for Fences (4-1)
 - Village Board Continues Northshore Variation Request to April 1, 2014
 - Village Board Refers to Plan Commission Consideration of a Text Amendment Concerning PVC Material for Fences

Plan Commission Meetings

- *November 6, 2013, December 4, 2013, February 5, 2014 Meetings
 - Commission Deliberations Occurred and were Continued

*February 26, 2014 Meeting

- Commission Concludes Deliberations
- Recommends Code Amendment to Permit PVC as Fence Material with Restrictions

Plan Commission Hearing

- *Staff Presented Research from wwwwww10 Neighboring Communities
 - Nine of the Ten Area Communities Permit PVC Fences without Restriction
 - Evanston Permits PVC Fences with Restrictions
- *ZBA Commissioner Gordon Addressed Plan Commission
 - Testified in Favor of PVC Fences and Opposed Trex (a Hybrid Material, Currently a Permitted Fence Material)
 - States PVC is More Durable than Trex
- *No Other Public Testimony Received

Plan Commission Deliberations

- *Discussed PVC Versus Other Fence Material Durability
 - Determined Comparison is Difficult
- *Determined PVC Material is Appropriate with Possible Restrictions
 - Require Internal Metal Reinforcements for Posts and Rails
 - Prohibiting Solid PVC Fences
 - Require High Density Material for PVC Fences

- *Considered Restricting Color of PVC Fences
 - Determined Color Restriction Not Appropriate

Plan Commission Recommends – 6-0 Vote
Text Amendments

- *To Permit PVC Fences Subject to:
 - PVC Must be Mono-Extrusion (Single Batch Solid Material without Consistent Color Throughout)
 - Post and Horizontal Components Must Have Wall Thickness of At Least 120 Inches
 - PVC Materials Must Include UV Inhibitors
 - Posts and Bottom Rails Must Include Internal Metal Rail for Reinforcement
 - Require Routed in Pickets and Routed Posts
 - Solid PVC Fences are Prohibited
- *To Specifically Permit Fences Comprised of Trex

Trustee Cope moved to have the Village Attorney draft an Ordinance concurring with the recommendation of the Plan Commission. Trustee Leftakes seconded the motion.

Upon Roll Call the results were:

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

NAYS: None

The motion passed

Manager's Report

Mr. Wiberg spoke regarding the upcoming Crawford Avenue work to be done by the County. We are expecting disruption in traffic. There will be a Community Meeting regarding this item on Thursday, March 20 in Council Chambers at 7PM.

Board and Commissions Report

None

Village Clerk's Report

Polls are closed, election day is over until November. If you wish to vote in the November election, come in to register as soon as possible.

Trustee Report

None

Public Forum

None

Adjournment to Executive Session

At 9:30PM Trustee Klatzco moved to adjourn the meeting to Executive Session for the purpose of a discussion of Personnel and Land Acquisition, seconded by Trustee Elster.

Upon Roll Call the results were:

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

NAYS: None

Reconvention

President Turry reconvened the Regular Meeting of the Village Board at 11:16PM.

Adjournment

Trustee Patel moved to adjourn the Regular Meeting at 11:17PM, seconded by Trustee Klatzco.
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: March 28, 2014

The following are the totals for the List of Bills being presented at the April 1st Village Board meeting.

4/01/2014	\$269,640.53
4/01/2014	115,260.97
4/01/2014	69,967.68
Total	\$ 454,869.18

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 03/25/2014 - 4:04 PM
Batch: 100-04-2014

Run to VB Agenda



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Amazon										
AMAZON										
1036396019656	02/13/2014	53.51	0.00	04/01/2014	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
	1036396019656 Total:	53.51								
163404113834	03/07/2014	91.17	0.00	04/01/2014	Applicator Gun		-		No	0000
101-410-511-5745	Small tools									
	163404113834 Total:	91.17								
94068277489	02/18/2014	41.49	0.00	04/01/2014	Bluetooth for Code Enforcement Officer		-		No	0000
101-000-210-2650	Contractor Permits Payable									
	94068277489 Total:	41.49								
	AMAZON Total:	186.17								
	Amazon Total:	186.17								
American Express										
AMEREXP										
31083031914	03/19/2014	50.00	0.00	04/01/2014	EMS World subscription		-		No	0000
101-350-512-5620	Books & publications									
	31083031914 Total:	50.00								
31117030514	03/05/2014	-8.10	0.00	04/01/2014	Amtrak credit for Springfield		-		No	0000
101-100-511-5850	Purchased Transportation									
31117030514	03/05/2014	140.00	0.00	04/01/2014	Amtrak return from Springfield		-		No	0000
101-100-511-5850	Purchased Transportation									
31117030514	03/05/2014	131.90	0.00	04/01/2014	Amtrak trip to Springfield		-		No	0000
101-100-511-5850	Purchased Transportation									
	31117030514 Total:	263.80								
31117030614	03/06/2014	-2.70	0.00	04/01/2014	Amtrak credit for Springfield		-		No	0000
101-100-511-5850	Purchased Transportation									
	31117030614 Total:	-2.70								
31133022414	02/24/2014	200.00	0.00	04/01/2014	Registration for ILEAS Training		-		No	0000
101-300-512-5810	Conference & meeting registrat									
	31133022414 Total:	200.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
31158022614	02/26/2014	72.14	0.00	04/01/2014	Springbrook Migration		-		No	0000
660-610-519-5330	Data processing									
	31158022614 Total:	72.14								
31158022814	02/28/2014	295.00	0.00	04/01/2014	License for log consolidation project		-		No	0000
660-620-519-5730	Program supplies									
	31158022814 Total:	295.00								
31158030614	03/06/2014	-175.50	0.00	04/01/2014	IPELRA Conference		-		No	0000
101-400-511-5590	Training									
	31158030614 Total:	-175.50								
31158030714	03/07/2014	300.00	0.00	04/01/2014	Seasonal laborer position		-		No	0000
101-200-511-5510	Advertising									
	31158030714 Total:	300.00								
31158031114	03/11/2014	72.14	0.00	04/01/2014	Springbrook Migration		-		No	0000
660-610-519-5330	Data processing									
	31158031114 Total:	72.14								
32008020714	02/07/2014	40.06	0.00	04/01/2014	Lunch - Village Manager		-		No	0000
101-200-511-5840	Meals									
	32008020714 Total:	40.06								
33071021814	02/18/2014	25.54	0.00	04/01/2014	Sodas for employees due to snow event		-		No	0000
101-400-511-5730	Program supplies									
	33071021814 Total:	25.54								
33071022714	02/27/2014	96.00	0.00	04/01/2014	Glue for truck 1		-		No	0000
101-440-513-5460	R&M - Public Works Equipment									
	33071022714 Total:	96.00								
35142020714	02/07/2014	44.50	0.00	04/01/2014	Party City - Balloons for event		-		No	0000
205-504-515-5730	Program supplies									
	35142020714 Total:	44.50								
35142021214	02/12/2014	187.48	0.00	04/01/2014	Corner Bakery - food for IPRA		-		No	0000
205-500-515-5840	Meals									
	35142021214 Total:	187.48								
35142021314	02/13/2014	215.48	0.00	04/01/2014	Psistaria - Senior event		-		No	0000
205-571-515-5730	Program supplies									
	35142021314 Total:	215.48								
35142022414	02/24/2014	614.22	0.00	04/01/2014	Pheasant Run - Senior trip		-		No	0000
205-570-515-5270	Purchased program services									
	35142022414 Total:	614.22								
35142022514	02/22/2014	73.43	0.00	04/01/2014	Lwoods - staff meeting		-		No	0000
205-500-515-5840	Meals									
	35142022514 Total:	73.43								
35142022814	02/28/2014	15.00	0.00	04/01/2014	Plug and Play - monthly fee		-		No	0000
205-500-515-5725	Credit card charges									
	35142022814 Total:	15.00								
35142030414	03/04/2014	500.00	0.00	04/01/2014	Chicago Mini Bus Travel - senior travel		-		No	0000
205-570-515-5270	Purchased program services									
	35142030414 Total:	500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
							7B Agenda				
AMEREXP Total:		2,886.59									
American Express Total:		2,886.59									
American Traffic Solutions											
ATS											
INV00015070	02/28/2014	4,793.33	0.00	04/01/2014	Monthly Contractual Fee - February	-				No	0000
101-300-512-5599	Other contractual										
INV00015070 Total:		4,793.33									
ATS Total:		4,793.33									
American Traffic Solutions Total:		4,793.33									
AT&T											
AT&T											
773R07163602	02/28/2014	77.39	0.00	04/01/2014	Telephone Sevices E911	-			No	0000	
215-000-512-5580	Telephone										
773R07163602 Total:		77.39									
847734584002	03/07/2014	1,202.97	0.00	04/01/2014	Telephone Sevices E911	-			No	0000	
215-000-512-5580	Telephone										
847734584002 Total:		1,202.97									
847734584302	03/07/2014	345.37	0.00	04/01/2014	Telephone Sevices E911	-			No	0000	
215-000-512-5580	Telephone										
847734584302 Total:		345.37									
AT&T Total:		1,625.73									
AT&T Total:		1,625.73									
Averus											
AVERIS											
8134164	03/18/2014	289.15	0.00	04/01/2014	Hood & duet exhaust system cleaning	-			No	0000	
101-350-512-5499	R&M - other										
8134164 Total:		289.15									
AVERIS Total:		289.15									
Averus Total:		289.15									

run to VB Agenda

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	7/13/14 Agenda	Task	Type	PO #	Close POLine #
Batteries Plus #890											
BATT											
890-102857	03/19/2013	23.85	0.00	04/01/2014	6 volt batteries			-		No	0000
205-571-515-5535	Facility rental										
890-102857	03/19/2013	21.99	0.00	04/01/2014	Twin Lens			-		No	0000
205-571-515-5535	Facility rental										
890-102857 Total:		45.84									
BATT Total:		45.84									
Batteries Plus #890 Total:		45.84									
Canon Solutions America											
CANN											
196482	03/01/2014	113.44	0.00	04/01/2014	Maintenance Copier - Feb thru March			-		No	0000
101-210-511-5440	R&M - office equipment										
196482 Total:		113.44									
CANN Total:		113.44									
Canon Solutions America Total:		113.44									
CDW Government											
CDWGOV											
JX67114	02/18/2014	347.19	0.00	04/01/2014	Computer supplies			-		No	0000
101-300-512-5640	Computer supplies										
JX67114 Total:		347.19									
KM12498	03/13/2014	53.60	0.00	04/01/2014	Patch cables			-		No	0000
101-350-512-5730	Program supplies										
KM12498 Total:		53.60									
CDWGOV Total:		400.79									
CDW Government Total:		400.79									
City of Chicago Dept of Water											
CTYOFCHI											
430883-430883	03/10/2014	77,772.80	0.00	04/01/2014	Water - 1/10/14-2/11/14			-		No	0000
660-620-519-5790	Water purchases										
430883-430883 Total:		77,772.80									
430884-430884	03/10/2014	68,051.20	0.00	04/01/2014	Water - 1/10/14-2/11/14			-		No	0000
660-620-519-5790	Water purchases										
430884-430884 Total:		68,051.20									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYOFCHI Total:		145,824.00								
City of Chicago Dept of Water Total:		145,824.00								
Commonwealth Edison										
COMED										
0008132018	03/12/2014	41.37	0.00	04/01/2014	Electric - Kostner Morse - 2/11-3/11		-		No	0000
101-440-513-5785	Utilities - public way									
0008132018 Total:		41.37								
0104767008	03/14/2014	6,246.96	0.00	04/01/2014	Electric - Pump Station - 1/10-3/11		-		No	0000
660-620-519-5785	Utilities - public way									
0104767008 Total:		6,246.96								
0592075011	02/28/2014	2,247.80	0.00	04/01/2014	Street Lighting 1/30/14-2/28/14		-		No	0000
101-440-513-5785	Utilities - public way									
0592075011 Total:		2,247.80								
0933017059	03/12/2014	956.03	0.00	04/01/2014	Electric - 6754 Cicero - 2/10-3/11		-		No	0000
101-440-513-5785	Utilities - public way									
0933017059 Total:		956.03								
1700394002	03/14/2014	107.09	0.00	04/01/2014	Electric - ES Crawford - 2/11-3/13		-		No	0000
101-440-513-5785	Utilities - public way									
1700394002 Total:		107.09								
1784010001	03/17/2014	95.14	0.00	04/01/2014	Electric - Proesel - 1/20-3/11		-		No	0000
101-440-513-5785	Utilities - public way									
1784010001 Total:		95.14								
1784059008	03/13/2014	389.09	0.00	04/01/2014	Electric - NS Morse - 2/11-3/11		-		No	0000
101-440-513-5785	Utilities - public way									
1784059008 Total:		389.09								
1784346006	03/12/2014	241.39	0.00	04/01/2014	Electric - SS Touhy - 2/11-3/11		-		No	0000
101-440-513-5785	Utilities - public way									
1784346006 Total:		241.39								
1784521009	03/12/2014	18.68	0.00	04/01/2014	Electric - WS Cicero - 1/9-2/10		-		No	0000
101-440-513-5785	Utilities - public way									
1784521009 Total:		18.68								
2028043041	03/11/2014	4,171.63	0.00	04/01/2014	Street Lighting 2/10/14-3/11/14		-		No	0000
101-440-513-5785	Utilities - public way									
2028043041 Total:		4,171.63								
2187009072	03/12/2014	1,280.04	0.00	04/01/2014	Electric - 7000 Mc Cormick - 1/8-3/11		-		No	0000
101-440-513-5785	Utilities - public way									
2187009072 Total:		1,280.04								
2631087013	03/11/2014	142.06	0.00	04/01/2014	Electric - 6851 Central - 2/10-3/10		-		No	0000
101-440-513-5785	Utilities - public way									
2631087013 Total:		142.06								
2649157097	03/10/2014	258.55	0.00	04/01/2014	Electric - 3550 Pratt - 1/8-2/10		-		No	0000
101-440-513-5785	Utilities - public way									

							Return to VB Agenda				
Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference		Task	Type	PO #	Close POLine #
2649157097 Total:											
3462712002	03/12/2014	258.55									
660-620-519-5785	Utilities - public way	415.33	0.00	04/01/2014	Electric - Water Tower - 2/8-3/10			-			No 0000
3462712002 Total:											
4413156059	03/14/2014	415.33									
101-440-513-5785	Utilities - public way	185.78	0.00	04/01/2014	Electric - 7300 Cicero - 2/12-3/13			-			No 0000
4413156059 Total:											
4791110064	03/14/2014	185.78									
101-440-513-5785	Utilities - public way	393.34	0.00	04/01/2014	Electric - 3928 Touhy - 2/12-3/13		-			No 0000	
4791110064 Total:											
57221-35010	03/12/2014	393.34									
101-440-513-5785	Utilities - public way	142.06	0.00	04/01/2014	Street Lighting 2/10/14-3/11/14		-			No 0000	
57221-35010 Total:											
COMED Total:											
		17,332.34									
Commonwealth Edison		Total:	17,332.34								
Cook County Recorder of Deeds											
COOKCOUN											
INV351022814	02/28/2014	160.00	0.00	04/01/2014	Recording		-			No 0000	
101-230-511-5399	Other professional services				fees/1405629119,1404129017						
INV351022814 Total:											
COOKCOUN Total:											
		160.00									
Cook County Recorder of Deeds		Total:	160.00								
FIA Card Services											
FIACARD											
0923021014	02/10/2014	159.00	0.00	04/01/2014	NRPA		-			No 0000	
205-500-515-5570	Professional associations										
0923021014	02/10/2014	259.00	0.00	04/01/2014	IPRA		-			No 0000	
205-500-515-5570	Professional associations										
0923021014 Total:											
0923021014`	02/10/2014	418.00									
205-500-515-5840	Meals	62.11	0.00	04/01/2014	L' Woods - staff meeting		-			No 0000	
0923021014` Total:											
0923021314	02/13/2014	62.11									
205-570-515-5730	Program supplies	39.12	0.00	04/01/2014	Jewel - Senior party		-			No 0000	
0923021314	02/13/2014	40.98	0.00	04/01/2014	Dicks - Hockey supplies		-			No 0000	
205-502-515-5730	Program supplies										
0923021314	02/13/2014	96.39	0.00	04/01/2014	Party City - Senior party		-			No 0000	
205-570-515-5730	Program supplies										

							un to VB Agenda				
Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference		Task	Type	PO #	Close POLine #
0923021914	0923021314 Total:	176.49									
205-570-515-5645	02/19/2014	17.84	0.00	04/01/2014	Jamesons - Senior lunch		-			No 0000	
0923022414	0923021914 Total:	17.84									
205-520-515-5645	02/24/2014	33.95	0.00	04/01/2014	Jewel - Club Kid snack		-			No 0000	
0923022814	0923022414 Total:	33.95									
205-570-515-5645	02/28/2014	28.21	0.00	04/01/2014	The Gage - senior lunch		-			No 0000	
7588030814	0923022814 Total:	28.21									
101-300-512-5730	03/08/2014	281.25	0.00	04/01/2014	Drug testing kits		-			No 0000	
7588030814	Program supplies										
7588030814	03/08/2014	287.00	0.00	04/01/2014	Airfare - New World Conference		-			No 0000	
101-300-512-5850	Purchased Transportation										
7588030814	03/08/2014	42.40	0.00	04/01/2014	Sheet Protectors/Indexes		-			No 0000	
101-300-512-5700	Office supplies										
7588030814	03/08/2014	644.00	0.00	04/01/2014	Airfare - Police Memorial		-			No 0000	
101-300-512-5850	Purchased Transportation										
7588030814	03/08/2014	39.13	0.00	04/01/2014	Lubricant for range		-			No 0000	
101-300-512-5610	Ammunition & range supplies										
7588030814	03/08/2014	150.50	0.00	04/01/2014	Photo stand for evidence technician		-			No 0000	
101-300-512-5730	Program supplies										
7588030814	03/08/2014	-3.23	0.00	04/01/2014	Credit for tax		-			No 0000	
101-300-512-5730	Program supplies										
8334020714	7588030814 Total:	1,441.05									
101-240-517-5590	02/07/2014	95.00	0.00	04/01/2014	Meeting - ISCS		-			No 0000	
8334020714	Training										
8334020714	8334020714 Total:	95.00									
8334022014	02/20/2014	99.00	0.00	04/01/2014	Training - Finance Dept		-			No 0000	
101-210-511-5590	Training										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Galls Incorporated Total:											
Golf Mill Ford											
GOLFMILL											
509816	03/17/2014	523.01	0.00	04/01/2014	Steering repairs 1511		-			No	0000
101-350-512-5480	R&M - vehicles										
509816 Total:		523.01									
510011	03/18/2014	32.95	0.00	04/01/2014	Steering repairs 1500		-			No	0000
101-350-512-5480	R&M - vehicles										
510011 Total:		32.95									
GOLFMILL Total:		555.96									
Golf Mill Ford Total:		555.96									
Groot Recycling & Waste Servic											
GROOT											
9950851	03/01/2014	52,454.46	0.00	04/01/2014	Community pickup 1229-001		-			No	0000
101-440-514-5230	Garbage & recycling										
9950851 Total:		52,454.46									
9950852	03/01/2014	670.07	0.00	04/01/2014	School District 74 - 1230-001		-			No	0000
101-440-514-5230	Garbage & recycling										
9950852 Total:		670.07									
9991815	03/01/2014	2,866.72	0.00	04/01/2014	Multi family pickup - 1231-001		-			No	0000
101-440-514-5230	Garbage & recycling										
9991815 Total:		2,866.72									
GROOT Total:		55,991.25									
Groot Recycling & Waste Servic Total:		55,991.25									
Illinois Association of Park D											
ILLASSPA											
Dues	12/11/2013	663.56	0.00	04/01/2014	Agency Membership 2014		-			No	0000
205-500-515-5570	Professional associations										
Dues Total:		663.56									
ILLASSPA Total:		663.56									
Illinois Association of Park D Total:		663.56									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Illinois Assn of Property & E IAPEM						in to VB Agenda					
9434	03/12/2014	355.00	0.00	04/01/2014	2014 member conference registration		-			No	0000
101-300-512-5810	Conference & meeting registrat										
	9434 Total:	355.00									
	IAPEM Total:	355.00									
Illinois Assn of Property & E Total:		355.00									
L3 Communications Mobile Visio											
L3COMM											
0208727-IN	02/06/2014	265.00	0.00	04/01/2014	Infra red camera for squad		-			No	0000
101-300-512-5730	Program supplies										
0208727-IN	02/06/2014	9,590.00	0.00	04/01/2014	Flashback digital video system		-			No	0000
101-300-512-5730	Program supplies										
0208727-IN	02/06/2014	100.00	0.00	04/01/2014	Freight		-			No	0000
101-300-512-5730	Program supplies										
	0208727-IN Total:	9,955.00									
0209703-IN	03/04/2014	178.85	0.00	04/01/2014	Batteries for squad video mics		-			No	0000
101-300-512-5730	Program supplies										
	0209703-IN Total:	178.85									
	L3COMM Total:	10,133.85									
L3 Communications Mobile Visio Total:		10,133.85									
Lowe's Business Acc/GECF											
LOWES											
02036	03/05/2014	95.36	0.00	04/01/2014	Lumber, hinges, glue, screws		-			No	0000
101-350-512-5799	Other materials & supplies										
	02036 Total:	95.36									
05425	03/09/2014	28.09	0.00	04/01/2014	Washers, clmaps, screws		-			No	0000
101-350-512-5799	Other materials & supplies										
	05425 Total:	28.09									
08037	03/19/2014	73.92	0.00	04/01/2014	Light bulbs		-			No	0000
101-350-512-5799	Other materials & supplies										
	08037 Total:	73.92									
10608	03/04/2014	26.52	0.00	04/01/2014	Light bulbs		-			No	0000
101-350-512-5799	Other materials & supplies										
	10608 Total:	26.52									
1571	03/07/2014	18.62	0.00	04/01/2014	Drywall screws, wire stripper, box		-			No	0000
660-620-519-5405	R&M - buildings				cover						
	1571 Total:	18.62									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
17550	03/11/2014	-55.10	0.00	04/01/2014	Credit		-			No 0000
101-420-511-5405	R&M - buildings									
	17550 Total:	-55.10								
2083	03/06/2014	154.57	0.00	04/01/2014	Light bulbs for Community Center		-			No 0000
205-571-515-5535	Facility rental									
	2083 Total:	154.57								
2111	03/06/2014	314.44	0.00	04/01/2014	Countertop, toe kick		-			No 0000
660-620-519-5405	R&M - buildings									
	2111 Total:	314.44								
2124	03/06/2014	-275.50	0.00	04/01/2014	Return toe kick		-			No 0000
660-620-519-5405	R&M - buildings									
	2124 Total:	-275.50								
2126	03/06/2014	168.15	0.00	04/01/2014	Cabinets for pump station		-			No 0000
660-620-519-5405	R&M - buildings									
	2126 Total:	168.15								
2128636	03/06/2014	10.17	0.00	04/01/2014	Door Bumper		-			No 0000
205-571-515-5535	Facility rental									
	2128636 Total:	10.17								
2192	03/07/2014	17.45	0.00	04/01/2014	Locknut, screws, wood shims		-			No 0000
660-620-519-5405	R&M - buildings									
	2192 Total:	17.45								
2315	03/10/2014	82.54	0.00	04/01/2014	Electrical box, outlet, wire for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2315 Total:	82.54								
2333	03/10/2014	12.10	0.00	04/01/2014	Sandpaper, light bulbs for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2333 Total:	12.10								
2343	03/10/2014	8.53	0.00	04/01/2014	Wall panel for pump station		-			No 0000
660-620-519-5405	R&M - buildings									
	2343 Total:	8.53								
2346	03/12/0014	12.46	0.00	04/01/2014	Locknut, electrical box for pump station		-			No 0000
660-620-519-5405	R&M - buildings									
	2346 Total:	12.46								
2409	03/11/2014	49.36	0.00	04/01/2014	Power converter, copper for lights		-			No 0000
101-440-513-5290	Street lights & traffic signal									
	2409 Total:	49.36								
2426	03/11/2014	-49.36	0.00	04/01/2014	Return converter		-			No 0000
101-440-513-5290	Street lights & traffic signal									
	2426 Total:	-49.36								
2428	03/11/2014	17.39	0.00	04/01/2014	Screws, washers, locknut		-			No 0000
660-620-519-5405	R&M - buildings									
	2428 Total:	17.39								
2491	02/24/2014	277.38	0.00	04/01/2014	Air compressor, accessory kit		-			No 0000
101-420-511-5745	Small Tools									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2491	03/12/2014	11.86	0.00	04/01/2014	Drywall mud for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2491 Total:	289.24								
2720	02/27/2014	20.32	0.00	04/01/2014	Door stop, wood finish, wood filler		-			No 0000
660-620-519-5405	R&M - buildings									
	2720 Total:	20.32								
2848	03/03/2014	127.91	0.00	04/01/2014	Couplings, tephlon tapes, gas		-			No 0000
660-620-519-5405	R&M - buildings									
	2848 Total:	127.91								
2935	03/04/2014	60.70	0.00	04/01/2014	Hardware cleaning supplies for CD		-			No 0000
205-571-515-5535	Facility rental									
	2935 Total:	60.70								
2969	03/04/2014	21.42	0.00	04/01/2014	White appliance paint for PD		-			No 0000
101-420-511-5405	R&M - buildings									
	2969 Total:	21.42								
2981	03/04/2014	133.75	0.00	04/01/2014	Wired nuts, electrical cable and tape		-			No 0000
660-620-519-5405	R&M - buildings									
	2981 Total:	133.75								
3355	03/11/2014	27.00	0.00	04/01/2014	Lumber, whitewood for pump station		-			No 0000
660-620-519-5405	R&M - buildings									
	3355 Total:	27.00								
5980	02/25/2014	77.45	0.00	04/01/2014	Propane tanks for Water Dept		-			No 0000
660-620-519-5730	Program supplies									
	5980 Total:	77.45								
7005	02/19/2014	5.34	0.00	04/01/2014	Copy of keys for Street Dept vehicles		-			No 0000
101-440-513-5480	R&M - vehicles									
	7005 Total:	5.34								
82631	03/04/2014	453.15	0.00	04/01/2014	Akron sink for Pump station		-			No 0000
660-620-519-5405	R&M - buildings									
	82631 Total:	453.15								
S17448WW1	03/10/2014	35.47	0.00	04/01/2014	Misc program supplies		-			No 0000
101-300-512-5730	Program supplies									
	S17448WW1 Total:	35.47								
S1748EB1	03/17/2014	28.43	0.00	04/01/2014	Wheels for hand cart		-			No 0000
101-300-512-5730	Program supplies									
	S1748EB1 Total:	28.43								
	LOWES Total:	1,989.89								
Lowe's Business Acc/GECF Total:		1,989.89								
New World Systems										
NEWWORLD										
32982	01/16/2014	1,595.00	0.00	04/01/2014	Registration fee & lodging for AEGIS		-			No 0000
215-000-512-5590	Training									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
32982 Total:										
NEWWORLD Total:										
New World Systems Total:										
Nicor Gas										
NICOR										
1436840000	03/12/2014	1,174.32	0.00	04/01/2014	Community Ctr - 2/7/14-3/11/14		-		No	0000
205-430-515-5780	Utilities - government buildin									
1436840000	03/12/2014	2,450.17	0.00	04/01/2014	Public Services- 2/7/14-3/11/14		-		No	0000
101-420-511-5780	Utilities - government buildin									
1436840000 Total:		3,624.49								
21-46-84-00003	03/20/2014	222.30	0.00	04/01/2014	Natural Gas - Pool - 2/12-3/10		-		No	0000
205-560-515-5780	Utilities - government buildin									
21-46-84-00003 Total:		222.30								
21-84-84-00004	03/10/2014	812.23	0.00	04/01/2014	Natural Gas - Pump Station - 2/6-3/10		-		No	0000
660-620-519-5780	Utilities - government buildin									
21-84-84-00004 Total:		812.23								
31-46-84-00002	03/20/2014	230.68	0.00	04/01/2014	Natural Gas - Parks - 2/8-3/8		-		No	0000
205-560-515-5780	Utilities - government buildin									
31-46-84-00002 Total:		230.68								
5202340000	03/12/2014	1,374.97	0.00	04/01/2014	Village Hall- 2/7/14-3/11/14		-		No	0000
101-420-511-5780	Utilities - government buildin									
5202340000 Total:		1,374.97								
6202340000	03/12/2014	2,926.66	0.00	04/01/2014	Public Safety- 2/7/14-3/11/14		-		No	0000
101-420-511-5780	Utilities - government buildin									
6202340000 Total:		2,926.66								
70-61-47-04487	03/11/2014	178.02	0.00	04/01/2014	Natural Gas - 7055 Kostner - 2/7-3/10		-		No	0000
205-560-515-5780	Utilities - government buildin									
70-61-47-04487 Total:		178.02								
NICOR Total:		9,369.35								
Nicor Gas Total:		9,369.35								
Northwest Police Academy										
NWPDACAD										
NWPA31714	03/17/2014	50.00	0.00	04/01/2014	Training seminar		-		No	0000
101-300-512-5590	Training									
NWPA31714 Total:		50.00								
NWPDACAD Total:		50.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Northwest Police Academy Total:		50.00								
PAETEC										
PAETEC										
57110553	03/01/2014	762.45	0.00	04/01/2014	PRI/Public Works phone system		-		No	0000
660-610-519-5580	Telephone									
57110553 Total:		762.45								
PAETEC Total:		762.45								
PAETEC Total:		762.45								
Palatine Oil, Co, Inc.										
PALAT										
7040417	03/04/2014	22.82	0.00	04/01/2014	Fuel usage		-		No	0000
101-410-511-5670	Fuel									
7040417	03/04/2014	545.96	0.00	04/01/2014	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
7040417	03/04/2014	1,438.43	0.00	04/01/2014	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
7040417	03/04/2014	544.69	0.00	04/01/2014	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
7040417	03/04/2014	569.63	0.00	04/01/2014	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
7040417 Total:		3,121.53								
70404181	03/04/2014	2,036.69	0.00	04/01/2014	Fuel usage		-		No	0000
101-300-512-5670	Fuel									
70404181	03/04/2014	126.90	0.00	04/01/2014	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
70404181	03/04/2014	74.35	0.00	04/01/2014	Fuel usage		-		No	0000
101-400-511-5670	Fuel									
70404181	03/04/2014	43.35	0.00	04/01/2014	Fuel usage		-		No	0000
101-410-511-5670	Fuel									
70404181	03/04/2014	59.90	0.00	04/01/2014	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
70404181	03/04/2014	237.77	0.00	04/01/2014	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
70404181	03/04/2014	304.51	0.00	04/01/2014	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
70404181	03/04/2014	29.69	0.00	04/01/2014	Fuel usage		-		No	0000
205-500-515-5670	Fuel									
70404181	03/04/2014	403.56	0.00	04/01/2014	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
70404181 Total:		3,316.72								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PALAT Total:		6,438.25								
Palatine Oil, Co, Inc. Total:		6,438.25								
Pitney Bowes										
PITNEYBO										
2355016-MR14	03/13/2014	262.26	0.00	04/01/2014	Rental fees - Feb 25 thru Mar 30		-		No	0000
101-210-511-5440	R&M - office equipment									
2355016-MR14 Total:		262.26								
PITNEYBO Total:		262.26								
Pitney Bowes Total:		262.26								
Police Legal Sceince										
POLICE										
5979	03/14/2014	840.00	0.00	04/01/2014	Communication Training		-		No	0000
101-300-512-5590	Training									
5979 Total:		840.00								
POLICE Total:		840.00								
Police Legal Sceince Total:		840.00								
Ricoh Americas Corporation										
RICOH										
5029781959	03/04/2014	56.67	0.00	04/01/2014	Printer - March		-		No	0000
205-500-515-5560	Printing & copying services									
5029781959 Total:		56.67								
RICOH Total:		56.67								
Ricoh Americas Corporation Total:		56.67								
Sam's Club										
SAMSCL										
31814	03/18/2014	45.77	0.00	04/01/2014	Drinks for Village Board Meeting		-		No	0000
101-100-511-5840	Meals									
31814	03/18/2014	15.88	0.00	04/01/2014	Coffee for Parks and Rec		-		No	0000
205-500-515-5700	Office supplies									
31814 Total:		61.65								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	B Agenda	Task	Type	PO #	Close PO	Line #
SAMSCL Total:												
Sam's Club Total:												
SEED Foundation												
SEEDFOU												
03242014	03/24/2014	160.00	0.00	04/01/2014	Special Education Enhancement			-			No	0000
101-100-511-5810	Conference & meeting registrat											
03242014 Total:		160.00										
SEEDFOU Total:		160.00										
SEED Foundation Total:		160.00										
State Industrial Products												
STATE												
96689278	03/26/2014	125.21	0.00	04/01/2014	Sanitizer for cells/dispatch			-			No	0000
101-300-512-5730	Program supplies											
96689278 Total:		125.21										
STATE Total:		125.21										
State Industrial Products Total:		125.21										
Tri-Tech Inc.												
TRITECH												
102629	03/03/2014	897.89	0.00	04/01/2014	Misc evidence tech supplies			-			No	0000
101-300-512-5730	Program supplies											
102629 Total:		897.89										
TRITECH Total:		897.89										
Tri-Tech Inc. Total:		897.89										
U-Line												
ULINE												
57061560	02/27/2014	176.60	0.00	04/01/2014	Boxes for evidence/property			-			No	0000
101-300-512-5730	Program supplies											
57061560 Total:		176.60										
ULINE Total:		176.60										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
U-Line Total:		176.60								
United States Postal Service										
USPOSTAL										
PB03132014	03/13/2014	4.32	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB03132014	03/13/2014	1.86	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB03132014	03/13/2014	24.00	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB03132014	03/13/2014	125.50	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB03132014	03/13/2014	10.29	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB03132014	03/13/2014	20.37	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
205-500-515-5720	Postage									
PB03132014	03/13/2014	68.16	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB03132014	03/13/2014	470.17	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
660-610-519-5720	Postage									
PB03132014	03/13/2014	4.45	0.00	04/01/2014	Pitney Bowes - postage		-		No	0000
101-210-511-5720	Postage									
PB03132014 Total:		729.12								
USPOSTAL Total:		729.12								
United States Postal Service Total:		729.12								
Village of Lincolnwood										
VOL										
PC03202014	03/20/2014	35.00	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-350-512-5730	Program supplies									
PC03202014	03/20/2014	66.73	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-200-511-5820	Local mileage, parking & tolls									
PC03202014	03/20/2014	50.00	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-200-511-5840	Meals									
PC03202014	03/20/2014	75.00	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-400-511-5820	Local mileage, parking & tolls									
PC03202014	03/20/2014	21.98	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-240-517-5799	Other materials & supplies									
PC03202014	03/20/2014	33.22	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-240-517-5820	Local mileage, parking & tolls									
PC03202014	03/20/2014	118.05	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-240-517-5700	Office supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PC03202014	03/20/2014	73.47	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-240-517-5820	Local mileage, parking & tolls									
PC03202014	03/20/2014	219.07	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
205-500-515-5840	Meals									
PC03202014	03/20/2014	35.50	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
205-500-515-5820	Local mileage, parking & tolls									
PC03202014	03/20/2014	33.84	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-240-517-5820	Local mileage, parking & tolls									
PC03202014	03/20/2014	71.99	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-210-511-5820	Local mileage, parking & tolls									
PC03202014	03/20/2014	10.17	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-100-511-5700	Office supplies									
PC03202014	03/20/2014	51.22	0.00	04/01/2014	Petty Cash reimbursement		-		No	0000
101-240-517-5590	Training									
	PC03202014 Total:	895.24								
	VOL Total:	895.24								
	Village of Lincolnwood Total:	895.24								
West Payment Center										
WESTPAY										
829140133	03/01/2014	187.00	0.00	04/01/2014	CLEAR Plus - subscription fee		-		No	0000
101-300-512-5399	Other professional services									
	829140133 Total:	187.00								
	WESTPAY Total:	187.00								
	West Payment Center Total:	187.00								
Woodward Printing Services										
WOODWARD										
Summer2014	03/25/2014	788.30	0.00	04/01/2014	Postage for mailing Summer Brochure 2014		-		No	0000
205-500-515-5560	Printing & copying services									
	Summer2014 Total:	788.30								
	WOODWARD Total:	788.30								
	Woodward Printing Services Total:	788.30								
	Report Total:	269,640.53								

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 03/25/2014 - 4:04 PM
Batch: 101-04-2014

Return to VB Agenda



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
303 Taxi										
303										
31471	03/04/2014	30.00	0.00	04/01/2014	Taxi Coupons - February		-		No	0000
205-570-515-5280	Subsidized taxi program									
	31471 Total:	30.00								
	303 Total:	30.00								
	303 Taxi Total:	30.00								
Advocate Occupational Health										
ADVOCA										
517439	03/06/2014	107.00	0.00	04/01/2014	Drug screening		-		No	0000
101-200-511-5599	Other contractual									
	517439 Total:	107.00								
518241	03/06/2014	107.00	0.00	04/01/2014	Drug screening		-		No	0000
101-200-511-5599	Other contractual									
	518241 Total:	107.00								
521527	03/06/2014	55.00	0.00	04/01/2014	Drug screening		-		No	0000
101-200-511-5599	Other contractual									
	521527 Total:	55.00								
	ADVOCA Total:	269.00								
	Advocate Occupational Health Total:	269.00								
Air One Equipment										
AIRONE										
93626	03/04/2014	613.75	0.00	04/01/2014	Air compressor maintenance		-		No	0000
101-350-512-5430	R&M - Fire & EMS equipment									
	93626 Total:	613.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	7B Agenda	Task	Type	PO #	Close PO	Line #
AIRONE Total:												
		613.75										
Air One Equipment Total:												
		613.75										
Airgas												
AIRGAS												
9916900083	02/28/2014	129.20	0.00	04/01/2014	Oxygen cylinders for ambulances			-			No	0000
101-350-512-5660	EMS supplies											
9916900083 Total:		129.20										
AIRGAS Total:		129.20										
Airgas Total:		129.20										
Amazon												
AMAZON												
212402307431	02/06/2014	96.04	0.00	04/01/2014	Office Supplies			-			No	0000
101-440-513-5730	Program supplies											
212402307431 Total:		96.04										
240355552191	01/14/2014	16.71	0.00	04/01/2014	Office Supplies			-			No	0000
101-200-511-5799	Other materials & supplies											
240355552191 Total:		16.71										
272652912715	02/08/2014	72.23	0.00	04/01/2014	Office Supplies			-			No	0000
101-400-511-5730	Program supplies											
272652912715 Total:		72.23										
275336822056	02/06/2014	39.99	0.00	04/01/2014	Office Supplies			-			No	0000
101-200-511-5799	Other materials & supplies											
275336822056 Total:		39.99										
702482990014	01/22/2014	7.98	0.00	04/01/2014	Office Supplies			-			No	0000
101-100-511-5799	Other materials & supplies											
702482990014 Total:		7.98										
AMAZON Total:		232.95										
Amazon Total:		232.95										
AT Group , Inc												
ATGROUP												
502	03/03/2014	1,500.00	0.00	04/01/2014	Retainer - October			-			No	0000
101-290-511-5920	Administration Engineer Costs											
502	03/03/2014	1,500.00	0.00	04/01/2014	Retainer - October			-			No	0000
660-620-519-5399	Other professional services											

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
502	03/03/2014	56.10	0.00	04/01/2014	Mileage - October		-			No 0000
101-290-511-5920	Administration Engineer Costs									
502	03/03/2014	56.10	0.00	04/01/2014	Mileage - October		-			No 0000
660-620-519-5399	Other professional services									
502	03/03/2014	125.00	0.00	04/01/2014	Oct Project Management - Profes. fees		-			No 0000
101-290-511-5942	PW Building Engineer Costs									
502	03/03/2014	10.20	0.00	04/01/2014	Oct Project Management - Expenses		-			No 0000
101-290-511-5942	PW Building Engineer Costs									
502	03/03/2014	500.00	0.00	04/01/2014	Oct Project Mgmt/Water Study		-			No 0000
660-620-519-5320	Consulting									
502	03/03/2014	30.60	0.00	04/01/2014	Oct Project Mgmt/Water Study - Exp		-			No 0000
660-620-519-5320	Consulting									
502	03/03/2014	875.00	0.00	04/01/2014	Oct Project Mgmt/Storm Water		-			No 0000
660-620-519-5320	Consulting									
502	03/03/2014	51.00	0.00	04/01/2014	Oct Project Mgmt/Storm Water - Exp		-			No 0000
660-620-519-5320	Consulting									
502	03/03/2014	187.50	0.00	04/01/2014	Oct Private Dev - 4500 Touhy		-			No 0000
101-290-511-5922	Building Engineering Costs									
502	03/03/2014	20.40	0.00	04/01/2014	Oct Private Dev - 4500 Touhy - Exp		-			No 0000
101-290-511-5922	Building Engineering Costs									
502	03/03/2014	125.00	0.00	04/01/2014	Oct Private Dev - 6743 Lincoln		-			No 0000
101-290-511-5922	Building Engineering Costs									
502	03/03/2014	10.20	0.00	04/01/2014	Oct Private Dev - 6743 Lincoln - Exp		-			No 0000
101-290-511-5922	Building Engineering Costs									
	502 Total:	5,047.10								
511	03/03/2014	1,500.00	0.00	04/01/2014	Retainer - November		-			No 0000
101-290-511-5920	Administration Engineer Costs									
511	03/03/2014	1,500.00	0.00	04/01/2014	Retainer - November		-			No 0000
660-620-519-5399	Other professional services									
511	03/03/2014	51.00	0.00	04/01/2014	Retainer - November - Mileage		-			No 0000
101-290-511-5920	Administration Engineer Costs									
511	03/03/2014	51.00	0.00	04/01/2014	Retainer - November - Mileage		-			No 0000
660-620-519-5399	Other professional services									
511	03/03/2014	250.00	0.00	04/01/2014	Nov Project Mgmt - Crawford		-			No 0000
101-290-511-5942	PW Building Engineer Costs									
511	03/03/2014	20.40	0.00	04/01/2014	Nov Project Mgmt - Crawford - Exp		-			No 0000
101-290-511-5942	PW Building Engineer Costs									
511	03/03/2014	375.00	0.00	04/01/2014	Nov Project Mgmt - Water Study		-			No 0000
660-620-519-5320	Consulting									
511	03/03/2014	20.40	0.00	04/01/2014	Nov Project Mgmt - Water Study - Exp		-			No 0000
660-620-519-5320	Consulting									
511	03/03/2014	125.00	0.00	04/01/2014	Nov Project Mgmt - Sanitary Sewer		-			No 0000
660-620-519-5320	Consulting									
511	03/03/2014	20.40	0.00	04/01/2014	Nov Project Mgmt - Sanitary Sewer - Exp		-			No 0000
660-620-519-5320	Consulting									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
511	03/03/2014	250.00	0.00	04/01/2014	Nov Project Mgmt - Stormwater		-		No	0000
660-620-519-5320	Consulting									
511	03/03/2014	20.40	0.00	04/01/2014	Nov Project Mgmt - Stormwater - Exp		-		No	0000
660-620-519-5320	Consulting									
511	03/03/2014	250.00	0.00	04/01/2014	Nov Project Mgmt - Street Lights		-		No	0000
213-000-561-5340	Engineering									
511	03/03/2014	10.20	0.00	04/01/2014	Nov Project Mgmt - Street Lights - Exp		-		No	0000
213-000-561-5340	Engineering									
511	03/03/2014	250.00	0.00	04/01/2014	Nov Private Dev - 4500 Touhy		-		No	0000
101-290-511-5922	Building Engineering Costs									
511	03/03/2014	20.40	0.00	04/01/2014	Nov Private Dev - 4500 Touhy - Exp		-		No	0000
101-290-511-5922	Building Engineering Costs									
	511 Total:	4,714.20								
519	03/03/2014	62.50	0.00	04/01/2014	Dec Project Management - UP ROW		-		No	0000
217-000-561-5340	Engineering									
519	03/03/2014	1,500.00	0.00	04/01/2014	Retainer - December		-		No	0000
101-290-511-5920	Administration Engineer Costs									
519	03/03/2014	1,500.00	0.00	04/01/2014	Retainer - December		-		No	0000
660-620-519-5399	Other professional services									
519	03/03/2014	81.60	0.00	04/01/2014	Retainer - December - Mileage		-		No	0000
660-620-519-5399	Other professional services									
519	03/03/2014	81.60	0.00	04/01/2014	Retainer - December - Mileage		-		No	0000
101-290-511-5920	Administration Engineer Costs									
519	03/03/2014	406.25	0.00	04/01/2014	Dec Project Mgmt - Crawford		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
519	03/03/2014	10.20	0.00	04/01/2014	Dec Project Mgmt - Crawford - Exp		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
519	03/03/2014	500.00	0.00	04/01/2014	Dec Project Mgmt - Sanitary Sewer		-		No	0000
660-620-519-5320	Consulting									
519	03/03/2014	20.40	0.00	04/01/2014	Dec Project Mgmt - Sanitary Sewer - Exp		-		No	0000
660-620-519-5320	Consulting									
519	03/03/2014	31.25	0.00	04/01/2014	Dec Project Mgmt - Pratt Central		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
519	03/03/2014	500.00	0.00	04/01/2014	Dec Project Mgmt - PW Expansion		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
519	03/03/2014	20.40	0.00	04/01/2014	Dec Project Mgmt - PW Expansion - Exp		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
519	03/03/2014	31.25	0.00	04/01/2014	Dec Project Mgmt - Bike Overpass		-		No	0000
454-000-561-5340	Engineering									
	519 Total:	4,745.45								
529	03/03/2014	1,062.50	0.00	04/01/2014	Retainer January		-		No	0000
101-290-511-5920	Administration Engineer Costs									
529	03/03/2014	1,062.50	0.00	04/01/2014	Retainer January		-		No	0000
660-620-519-5399	Other professional services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
529	03/03/2014	35.70	0.00	04/01/2014	Retainer January - Mileage		-			No	0000
660-620-519-5399	Other professional services										
529	03/03/2014	35.70	0.00	04/01/2014	Retainer January - Mileage		-			No	0000
101-290-511-5920	Administration Engineer Costs										
529	03/03/2014	562.50	0.00	04/01/2014	Jan Project Mgmt - Crawford		-			No	0000
101-290-511-5942	PW Building Engineer Costs										
529	03/03/2014	30.60	0.00	04/01/2014	Jan Project Mgmt - Crawford - Exp		-			No	0000
101-290-511-5942	PW Building Engineer Costs										
529	03/03/2014	250.00	0.00	04/01/2014	Jan Project Mgmt - Sanitary Sewer		-			No	0000
660-620-519-5320	Consulting										
529	03/03/2014	10.20	0.00	04/01/2014	Jan Project Mgmt - Sanitary Sewer - Exp		-			No	0000
660-620-519-5320	Consulting										
529	03/03/2014	375.00	0.00	04/01/2014	Jan Project Mgmt - PW Expansion		-			No	0000
101-290-511-5942	PW Building Engineer Costs										
529	03/03/2014	20.40	0.00	04/01/2014	Jan Project Mgmt - PW Expansion - Exp		-			No	0000
101-290-511-5942	PW Building Engineer Costs										
529	03/03/2014	750.00	0.00	04/01/2014	Jan Private Dev - 6995 Central Pk		-			No	0000
101-290-511-5922	Building Engineering Costs										
529	03/03/2014	20.40	0.00	04/01/2014	Jan Private Dev - 6995 Central Pk - Exp		-			No	0000
101-290-511-5922	Building Engineering Costs										
	529 Total:	4,215.50									
	ATGROUP Total:	18,722.25									
	AT Group , Inc Total:	18,722.25									
Canon Solutions America, Inc											
CANONSOL											
988183648	03/01/2014	207.87	0.00	04/01/2014	Maintenance for copier - March		-			No	0000
101-210-511-5440	R&M - office equipment										
	988183648 Total:	207.87									
	CANONSOL Total:	207.87									
	Canon Solutions America, Inc Total:	207.87									
Catered By Design											
CATBDES											
9040	02/18/2014	363.50	0.00	04/01/2014	Employee recognition dinner		-			No	0000
101-200-511-5799	Other materials & supplies										
9040	02/18/2014	10.00	0.00	04/01/2014	Tip		-			No	0000
101-200-511-5799	Other materials & supplies										
	9040 Total:	373.50									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CATBDES Total:										
		373.50								
Catered By Design Total:										
		373.50								
CDW Government										
CDWGOV										
JQ11069	02/03/2014	58.19	0.00	04/01/2014	UPS for PW		-		No	0000
660-620-519-5730	Program supplies									
JQ11069 Total:		58.19								
JR55359	02/05/2014	1,083.66	0.00	04/01/2014	KVM Switch for Village network		-		No	0000
101-250-511-5640	Computer supplies									
JR55359 Total:		1,083.66								
JV21604	02/12/2014	793.40	0.00	04/01/2014	KVM Switch for Village network		-		No	0000
101-250-511-5640	Computer supplies									
JV21604 Total:		793.40								
KF47274	02/28/2014	371.53	0.00	04/01/2014	Adobe licenses for Parks and Rec		-		No	0000
205-500-515-5700	Office supplies									
KF47274 Total:		371.53								
KJ68646	03/07/2014	271.56	0.00	04/01/2014	Hard drives for PEG system		-		No	0000
101-250-511-5640	Computer supplies									
KJ68646 Total:		271.56								
CDWGOV Total:		2,578.34								
CDW Government Total:		2,578.34								
Chicago Metropolitan Fire Prev										
CHGOMETR										
73684	02/25/2014	730.75	0.00	04/01/2014	February wireless radio network		-		No	0000
101-350-512-5411	R&M- Wireless Alarm Equipment									
73684 Total:		730.75								
CHGOMETR Total:		730.75								
Chicago Metropolitan Fire Prev Total:		730.75								
Clark Baird Smith, LLP										
CLARKBAI										
4312	03/05/2014	2,193.75	0.00	04/01/2014	Legal services for personnel matters		-		No	0000
101-230-511-5399	Other professional services									
4312 Total:		2,193.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CLARKBAI Total:		2,193.75								
Clark Baird Smith, LLP Total:		2,193.75								
Classic Design Awards										
CLASSICD										
14-0207	03/04/2014	43.50	0.00	04/01/2014	Names Plates - Parks		-		No	0000
101-200-511-5799	Other materials & supplies									
	14-0207 Total:	43.50								
	CLASSICD Total:	43.50								
Classic Design Awards Total:		43.50								
ClientFirst Consulting Group,										
CLIENTFI										
3970	02/28/2014	4,067.50	0.00	04/01/2014	IT Support FY14		-		No	0000
101-250-511-5320	Consulting									
3970	02/28/2014	776.25	0.00	04/01/2014	PW Video Surveillance		-		No	0000
660-610-519-5330	Data processing									
3970	02/28/2014	1,552.50	0.00	04/01/2014	IT Strategy Planning FY 14		-		No	0000
101-250-511-5320	Consulting									
3970	02/28/2014	578.75	0.00	04/01/2014	Springbrook IT Assistance FY14		-		No	0000
660-610-519-5330	Data processing									
3970	02/28/2014	765.00	0.00	04/01/2014	Email archive appliance FY14		-		No	0000
101-250-511-6530	Equipment - data processing									
3970	02/28/2014	1,423.75	0.00	04/01/2014	PW Projects		-		No	0000
660-610-519-5320	Consulting									
	3970 Total:	9,163.75								
3976	02/28/2014	85.00	0.00	04/01/2014	Log consolidation server FY14		-		No	0000
660-620-519-5730	Program supplies									
3976	02/28/2014	172.50	0.00	04/01/2014	Wireless in Village buildings		-		No	0000
660-620-519-5730	Program supplies									
	3976 Total:	257.50								
	CLIENTFI Total:	9,421.25								
ClientFirst Consulting Group, Total:		9,421.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #	
Cook County Dept Public Health CCDPH							Return to VB Agenda					
cook1302014	01/30/2014	4,080.00	0.00	04/01/2014	4th Quarter - Public health inspections	-				No	0000	
101-200-511-5399	Other professional services											
	cook1302014 Total:	4,080.00										
	CCDPH Total:	4,080.00										
Cook County Dept Public Health Total:		4,080.00										
ESRI												
ESRI												
92785900	03/06/2014	700.00	0.00	04/01/2014	Annual software renewal	-				No	0000	
101-250-511-5340	Maintenance Agreement Expense											
	92785900 Total:	700.00										
	ESRI Total:	700.00										
ESRI Total:		700.00										
Fast Signs												
FASTSIGN												
80-40656	02/25/2014	153.00	0.00	04/01/2014	No Weapon signs for Village Buildings	-				No	0000	
101-420-511-5405	R&M - buildings											
	80-40656 Total:	153.00										
	FASTSIGN Total:	153.00										
Fast Signs Total:		153.00										
Gateway EDI												
GATEWAY												
7108031400	03/01/2014	154.96	0.00	04/01/2014	Claims transcation fee	-				No	0000	
101-000-410-4315	Ambulance & EMS fees											
	7108031400 Total:	154.96										
	GATEWAY Total:	154.96										
Gateway EDI Total:		154.96										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
General Code, LLC GENERAL							-			
BILL00013597	03/10/2014	921.62	0.00	04/01/2014	Supplement No. 13 updates to code				No	0000
101-110-511-5550	Ordinance codification									
	BILL00013597 Total:	921.62								
	GENERAL Total:	921.62								
General Code, LLC Total:		921.62								
Hagg Press HAGG							-			
53885	03/10/2014	1,595.90	0.00	04/01/2014	Connections newsletter March/April 2014				No	0000
101-100-511-5565	Village Newsletter									
	53885 Total:	1,595.90								
	HAGG Total:	1,595.90								
Hagg Press Total:		1,595.90								
HD Supply Waterworks, LTD. HDSUPPLY							-			
C031702	02/11/2014	1,060.00	0.00	04/01/2014	Sleeves for water main breaks				No	0000
660-620-519-5796	Water system repair parts									
	C031702 Total:	1,060.00								
	HDSUPPLY Total:	1,060.00								
HD Supply Waterworks, LTD. Total:		1,060.00								
Holland & Knight LLP HOLLAND							-			
25579	03/05/2014	131.89	0.00	04/01/2014	Lunch - Strategic Planning meeting				No	0000
101-200-511-5840	Meals									
25579	03/05/2014	10.00	0.00	04/01/2014	Tip				No	0000
101-200-511-5840	Meals									
	25579 Total:	141.89								
	HOLLAND Total:	141.89								
Holland & Knight LLP Total:		141.89								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Home Depot Credit Services HOMEDEPO										
006587/4192230	03/06/2014	397.49	0.00	04/01/2014	Lamps and anchor for pump station		-		No	0000
660-620-519-5405	R&M - buildings									
	006587/4192230 Total:	397.49								
	HOMEDEPO Total:	397.49								
Home Depot Credit Services Total:		397.49								
Illinois Dept of Public Health ILDEPT										
03102014	03/10/2014	75.00	0.00	04/01/2014	Ambulance license application fees		-		No	0000
101-350-512-5540	Intergovernmental fees & dues									
	03102014 Total:	75.00								
	ILDEPT Total:	75.00								
Illinois Dept of Public Health Total:		75.00								
Illinois Municipal League ILMUNICI										
M-322-N-1	02/25/2014	1,068.00	0.00	04/01/2014	IML Annual dues for 2014		-		No	0000
101-100-511-5540	Intergovernmental fees & dues									
	M-322-N-1 Total:	1,068.00								
	ILMUNICI Total:	1,068.00								
Illinois Municipal League Total:		1,068.00								
Impact Networking, LLC IMPACT										
344135	02/24/2014	19.50	0.00	04/01/2014	Copier - Public Works - Shipping		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
344135	02/24/2014	19.50	0.00	04/01/2014	Copier - Police - Shipping		-		No	0000
101-210-511-5440	R&M - office equipment									
344135	02/24/2014	19.50	0.00	04/01/2014	Copier - Fire - Shipping		-		No	0000
101-000-210-2650	Contractor Permits Payable									
	344135 Total:	58.50								
346516	03/03/2014	109.62	0.00	04/01/2014	Copier - PW		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
346516	03/03/2014	109.62	0.00	04/01/2014	Copier - 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 #
346516	03/03/2014	109.62	0.00	04/01/2014	Copier - Fire		-			No 0000
101-000-210-2650	Contractor Permits Payable									
346516	03/03/2014	109.61	0.00	04/01/2014	Copier - Admin		-			No 0000
101-210-511-5440	R&M - office equipment									
346516	03/03/2014	109.62	0.00	04/01/2014	Copier - Finance		-			No 0000
660-610-519-5340	Maintenance Agreement Expense									
346516	03/03/2014	109.62	0.00	04/01/2014	Copier - Police		-			No 0000
101-210-511-5440	R&M - office equipment									
	346516 Total:	657.71								
	IMPACT Total:	716.21								
Impact Networking, LLC Total:		716.21								
Intl Assoc of Fire Chiefs										
IAFC										
03172014	03/17/2014	25.00	0.00	04/01/2014	Membership dues		-			No 0000
101-350-512-5570	Professional associations									
	03172014 Total:	25.00								
	IAFC Total:	25.00								
Intl Assoc of Fire Chiefs Total:		25.00								
Intl Council of Shopping Ctr										
INTLCOUN										
03122014	03/12/2014	100.00	0.00	04/01/2014	Annual dues		-			No 0000
101-240-517-5570	Professional associations									
	03122014 Total:	100.00								
	INTLCOUN Total:	100.00								
Intl Council of Shopping Ctr Total:		100.00								
Maine-Niles Association of Spe										
MNASR										
14-013	01/31/2014	24,911.00	0.00	04/01/2014	1st Quarter contribution		-			No 0000
205-580-515-5270	Purchased program services									
	14-013 Total:	24,911.00								
14-027	02/20/2014	28.16	0.00	04/01/2014	Inclusion Services - February A		-			No 0000
205-580-515-5270	Purchased program services									
	14-027 Total:	28.16								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
MNASR Total:		24,939.16									
Maine-Niles Association of Spe Total:		24,939.16									
Marc Printing											
MARCP											
107835	02/28/2014	50.00	0.00	04/01/2014	Notepads		-		No	0000	
101-200-511-5560	Printing & copying services										
107835	02/28/2014	12.89	0.00	04/01/2014	Shipping		-		No	0000	
101-200-511-5560	Printing & copying services										
	107835 Total:	62.89									
	MARCP Total:	62.89									
Marc Printing Total:		62.89									
MBS Identification											
MBS											
23507	03/14/2014	630.00	0.00	04/01/2014	Magocard ribbon		-		No	0000	
205-560-515-5640	Computer supplies										
23507	03/14/2014	220.00	0.00	04/01/2014	PVC card stock		-		No	0000	
205-560-515-5640	Computer supplies										
23507	03/14/2014	22.00	0.00	04/01/2014	Frieght		-		No	0000	
205-560-515-5640	Computer supplies										
	23507 Total:	872.00									
	MBS Total:	872.00									
MBS Identification Total:		872.00									
McMaster Carr											
MCMASRCR											
76867509	03/11/2014	53.30	0.00	04/01/2014	Key box, padlock		-		No	0000	
101-350-512-5730	Program supplies										
	76867509 Total:	53.30									
	MCMASRCR Total:	53.30									
McMaster Carr Total:		53.30									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
MES										
MES										
00499179_SNV	03/03/2014	305.00	0.00	04/01/2014	Gas monitor		-		No	0000
101-350-512-5665	Firefighting supplies									
00499179_SNV	03/03/2014	13.51	0.00	04/01/2014	Shipping		-		No	0000
101-350-512-5665	Firefighting supplies									
	00499179_SNV Total:	318.51								
	MES Total:	318.51								
	MES Total:	318.51								
MGP, Inc.										
MGPINC										
2152	02/28/2014	873.75	0.00	04/01/2014	GIS Staffing - Feb		-		No	0000
101-250-511-5599	Other contractual									
2152	02/28/2014	873.75	0.00	04/01/2014	GIS Staffing - Feb		-		No	0000
101-000-210-2650	Contractor Permits Payable									
2152	02/28/2014	1,747.50	0.00	04/01/2014	GIS Staffing - Feb		-		No	0000
660-620-519-5599	Other contractual									
	2152 Total:	3,495.00								
	MGPINC Total:	3,495.00								
	MGP, Inc. Total:	3,495.00								
Psisteria Greek Tavern										
PSIS										
293971	03/04/2014	200.00	0.00	04/01/2014	Dinner for March 4th Village Board		-		No	0000
101-100-511-5840	Meals				mtg					
293971	03/04/2014	10.00	0.00	04/01/2014	Tip		-		No	0000
101-100-511-5840	Meals									
	293971 Total:	210.00								
	PSIS Total:	210.00								
	Psisteria Greek Tavern Total:	210.00								
Ravenswood Studio, Inc.										
RAVENSWO										
R2013-1768A	03/17/2014	14,062.50	0.00	04/01/2014	PEP Grant - window replacement		-		No	0000
217-000-517-5520	Community Development Grants									
	R2013-1768A Total:	14,062.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
RAVENSWO Total:		14,062.50								
Ravenswood Studio, Inc. Total:		14,062.50								
Regional Emergency Dispatch										
REGIONAL										
222-14-04	03/15/2014	12,888.30	0.00	04/01/2014	April 2014 dues		-		No	0000
101-350-512-5599	Other contractual									
222-14-04 Total:		12,888.30								
REGIONAL Total:		12,888.30								
Regional Emergency Dispatch Total:		12,888.30								
Resendiz Hipolito										
RESENDIZ										
12092013	12/09/2013	105.00	0.00	04/01/2014	Pool certification class		-		No	0000
205-430-515-5590	Training									
12092013 Total:		105.00								
RESENDIZ Total:		105.00								
Resendiz Hipolito Total:		105.00								
Robbins, Salomon & Patt, LTD										
RS&PLTD										
173486	03/11/2014	1,095.00	0.00	04/01/2014	Municipal Prosecution/Traffic - February		-		No	0000
101-230-511-5399	Other professional services									
173486	03/11/2014	892.50	0.00	04/01/2014	Adjudicative Hearings - February		-		No	0000
101-230-511-5399	Other professional services									
173486	03/11/2014	262.50	0.00	04/01/2014	Resident vs Lincolnwood		-		No	0000
101-230-511-5399	Other professional services									
173486 Total:		2,250.00								
RS&PLTD Total:		2,250.00								
Robbins, Salomon & Patt, LTD Total:		2,250.00								
Safeway Inc										
DOMINICK										
436912	12/10/2013	38.54	0.00	04/01/2014	Club Kid Snack		-		No	0000
205-520-515-5645	Concessions & food									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
							Run to VB Agenda				
436912 Total:		38.54									
DOMINICK Total:		38.54									
Safeway Inc Total:		38.54									
Sam's Club											
SAMSCL											
22714	02/27/2014	159.92	0.00	04/01/2014	March snack for Club Kid		-			No	0000
205-520-515-5645	Concessions & food										
22714 Total:		159.92									
SAMSCL Total:		159.92									
Sam's Club Total:		159.92									
Sellers Ethan											
SELLERS											
12314	01/23/2014	300.00	0.00	04/01/2014	Entertainment - Senior Valentine Party		-			No	0000
205-570-515-5270	Purchased program services										
12314 Total:		300.00									
SELLERS Total:		300.00									
Sellers Ethan Total:		300.00									
Springbrook Software Inc											
SPRINGBR											
992	02/28/2014	3,659.00	0.00	04/01/2014	Migration services		-			No	0000
101-250-511-5330	Data processing										
992	02/28/2014	3,659.00	0.00	04/01/2014	Migration services		-			No	0000
660-610-519-5330	Data processing										
992 Total:		7,318.00									
INV27523	02/28/2014	300.00	0.00	04/01/2014	Custom work for shut-off statement		-			No	0000
660-610-519-5330	Data processing										
INV27523 Total:		300.00									
SPRINGBR Total:		7,618.00									
Springbrook Software Inc Total:		7,618.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
State Industrial Products							Return to VB Agenda				
STATE											
96689106	03/11/2014	142.82	0.00	04/01/2014	Truck soap			-		No	0000
101-350-512-5799	Other materials & supplies										
	96689106 Total:	142.82									
	STATE Total:	142.82									
State Industrial Products Total:		142.82									
Suburban Laboratories, Inc.											
SUBURB											
110240	02/28/2014	592.50	0.00	04/01/2014	Coliform testing and disinfectant			-		No	0000
660-620-519-5320	Consulting										
	110240 Total:	592.50									
	SUBURB Total:	592.50									
Suburban Laboratories, Inc. Total:		592.50									
Sun-Times Media/Pioneer Press											
PIONEPRS											
728857-01	02/13/2014	22.40	0.00	04/01/2014	Legal Notice - RFQ request		-		No	0000	
101-200-511-5510	Advertising										
	728857-01 Total:	22.40									
	PIONEPRS Total:	22.40									
Sun-Times Media/Pioneer Press Total:		22.40									
Westmont Auto Parts											
WESTMONT											
2192	02/11/2014	308.23	0.00	04/01/2014	Pads, rotors for Squad 215		-		No	0000	
101-300-512-5480	R&M - vehicles										
	2192 Total:	308.23									
2235	02/19/2014	86.72	0.00	04/01/2014	Cap for Squad 215		-		No	0000	
101-300-512-5480	R&M - vehicles										
	2235 Total:	86.72									
	WESTMONT Total:	394.95									
Westmont Auto Parts Total:		394.95									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Report Total:		115,260.97								

Return to VB Agenda

Accounts Payable To Be Paid Proof List

User: jmm
Printed: 03/25/2014 - 4:05 PM
Batch: 102-04-2014

Item to VB Agenda



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Ace Hardware Skokie ACEHRDS										
181827	03/14/2014	53.96	0.00	04/01/2014	Screws for signs installation		-		No	0000
101-440-513-5730	Program supplies									
	181827 Total:	53.96								
	ACEHRDS Total:	53.96								
Ace Hardware Skokie Total:		53.96								
Arrow Road Construction Co ARROWROA										
44219MB	03/12/2014	747.52	0.00	04/01/2014	UPM cold patch material for potholes		-		No	0000
213-000-561-5340	Engineering									
	44219MB Total:	747.52								
	ARROWROA Total:	747.52								
Arrow Road Construction Co Total:		747.52								
Batteries Plus #890 BATT										
890-102770-01	12/13/2013	115.25	0.00	04/01/2014	Battery for Tractor 3		-		No	0000
205-430-515-5480	R&M - vehicles									
	890-102770-01 Total:	115.25								
890-102874-01	01/14/2014	80.25	0.00	04/01/2014	Battery for Blazer		-		No	0000
101-300-512-5480	R&M - vehicles									
890-102874-01	01/14/2014	79.25	0.00	04/01/2014	Battery for Truck 22		-		No	0000
205-430-515-5470	R&M - Recreation equipment									
	890-102874-01 Total:	159.50								
890-221566	12/23/2013	29.90	0.00	04/01/2014	Batteries for UPS in PD		-		No	0000
101-420-511-5240	Janitorial									
	890-221566 Total:	29.90								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
BATT Total:		304.65									
Batteries Plus #890 Total:		304.65									
Best Quality Cleaning, Inc.											
BESTQU											
2859	03/20/2014	2,813.34	0.00	04/01/2014	Cleaning service - March 2014		-			No	0000
101-420-511-5240	Janitorial										
2859	03/20/2014	416.66	0.00	04/01/2014	Cleaning service - March 2014		-			No	0000
205-571-515-5240	Janitorial										
2859 Total:		3,230.00									
BESTQU Total:		3,230.00									
Best Quality Cleaning, Inc. Total:		3,230.00									
Bionic Auto Parts											
BIONIC											
694090	03/07/2014	625.00	0.00	04/01/2014	Rear axle for 2010 Crown Victoria		-			No	0000
101-300-512-5480	R&M - vehicles										
694090 Total:		625.00									
BIONIC Total:		625.00									
Bionic Auto Parts Total:		625.00									
Business Only Broadband											
BUSONLY											
46190	04/01/2014	250.00	0.00	04/01/2014	Back up connection - Internet access		-			No	0000
101-250-511-5580	Telephone										
46190 Total:		250.00									
BUSONLY Total:		250.00									
Business Only Broadband Total:		250.00									
Case Lots, Inc.											
CASELOTS											
55173	03/13/2014	431.50	0.00	04/01/2014	10 cases of Joy, and 10 cases bleach		-			No	0000
101-420-511-5730	Program supplies										
55173 Total:		431.50									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
55236	03/17/2014	1,167.75	0.00	04/01/2014	45 cases of multi folding towels		-			No 0000
101-420-511-5730	Program supplies									
	55236 Total:	1,167.75								
	CASELOTS Total:	1,599.25								
	Case Lots, Inc. Total:	1,599.25								
Cassidy Tire										
CASSIDYT										
2181512	03/11/2014	426.16	0.00	04/01/2014	Repair and replace 2 tires on chipper		-			No 0000
101-440-513-5480	R&M - vehicles									
	2181512 Total:	426.16								
	CASSIDYT Total:	426.16								
	Cassidy Tire Total:	426.16								
City Tech Usa Inc										
CITYTECH										
2193	03/02/2014	310.00	0.00	04/01/2014	Public safety annual membership dues		-			No 0000
101-200-511-5599	Other contractual									
	2193 Total:	310.00								
	CITYTECH Total:	310.00								
	City Tech Usa Inc Total:	310.00								
Cla-Val-Elgin Office										
CLAVAL										
632319	03/07/2014	738.95	0.00	04/01/2014	Valve repair		-			No 0000
660-620-519-5796	Water system repair parts									
	632319 Total:	738.95								
	CLAVAL Total:	738.95								
	Cla-Val-Elgin Office Total:	738.95								
Comcast Cable										
COMCA										
COM03122014	03/12/2014	244.75	0.00	04/01/2014	Internet Service for Village Hall		-			No 0000
101-250-511-5580	Telephone									
	COM03122014 Total:	244.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
COMCA Total:		244.75								
Comcast Cable Total:		244.75								
D'Original Juzz Dance Group										
DORIGINA										
352014	03/05/2014	364.00	0.00	04/01/2014	2/7 Drop in		-		No	0000
205-504-515-5270	Purchased program services									
352014	03/05/2014	812.00	0.00	04/01/2014	2/14 Drop in		-		No	0000
205-504-515-5270	Purchased program services									
352014	03/05/2014	378.00	0.00	04/01/2014	2/21 Drop in		-		No	0000
205-504-515-5270	Purchased program services									
352014	03/05/2014	420.00	0.00	04/01/2014	2/28 Drop in		-		No	0000
205-504-515-5270	Purchased program services									
352014 Total:		1,974.00								
DORIGINA Total:		1,974.00								
D'Original Juzz Dance Group Total:		1,974.00								
Douglas Truck Parts										
DOUGTK										
68601	02/24/2014	118.95	0.00	04/01/2014	Vapor valve for squad 34		-		No	0000
101-300-512-5480	R&M - vehicles									
68601 Total:		118.95								
69258	03/10/2014	277.20	0.00	04/01/2014	Gloves, brake clean, washer		-		No	0000
101-410-511-5730	Program supplies									
69258 Total:		277.20								
DOUGTK Total:		396.15								
Douglas Truck Parts Total:		396.15								
East of Edens										
EASTOFE										
000001#0536	03/12/2014	242.20	0.00	04/01/2014	Dinner - employees - snow storm		-		No	0000
101-400-511-5730	Program supplies									
000001#0536 Total:		242.20								
EASTOFE Total:		242.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
							7/B Agenda				
East of Edens Total:		242.20									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
FASTENAL Total:		929.87								
Fastenal Total:		929.87								
Food for Thought										
FOODFORT										
60996	03/19/2014	405.80	0.00	04/01/2014	St Pat's Senior party		-		No	0000
205-570-515-5645	Concessions & food									
60996 Total:		405.80								
FOODFORT Total:		405.80								
Food for Thought Total:		405.80								
Garvey Diane										
GARVEY										
Fall II	03/05/2014	323.40	0.00	04/01/2014	Zumba Fall Session II, Tuesday		-		No	0000
205-504-515-5270	Purchased program services									
Fall II	03/05/2014	499.80	0.00	04/01/2014	Zumba Fall Session II, Sunday		-		No	0000
205-504-515-5270	Purchased program services									
Fall II	03/05/2014	514.50	0.00	04/01/2014	Ripped Fall Session II		-		No	0000
205-504-515-5270	Purchased program services									
Fall II	03/05/2014	359.10	0.00	04/01/2014	Drop In Fees		-		No	0000
205-504-515-5270	Purchased program services									
Fall II Total:		1,696.80								
GARVEY Total:		1,696.80								
Garvey Diane Total:		1,696.80								
George Reuben										
GEORGERE										
03182014	03/18/2014	240.00	0.00	04/01/2014	Refund - Club Kid		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
03182014 Total:		240.00								
GEORGERE Total:		240.00								
George Reuben Total:		240.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Gewalt Hamilton Associates Inc GEWALT							-			
4700.002-03	03/07/2014	9,390.15	0.00	04/01/2014	LWD stormwater pilot program thru				No	0000
660-620-519-5320	Consulting				2/23					
	4700.002-03 Total:	9,390.15								
	GEWALT Total:	9,390.15								
Gewalt Hamilton Associates Inc Total:		9,390.15								
Grossinger Autoplex GROSSING							-			
302019-1CDR	03/12/2014	96.22	0.00	04/01/2014	Fuel pressure regulator for truck 2				No	0000
205-430-515-5480	R&M - vehicles									
	302019-1CDR Total:	96.22								
	GROSSING Total:	96.22								
Grossinger Autoplex Total:		96.22								
HD Supply Waterworks, LTD. HDSUPPLY							-			
C138262	03/12/2014	1,159.67	0.00	04/01/2014	Sleeves for water main break				No	0000
660-620-519-5796	Water system repair parts									
	C138262 Total:	1,159.67								
	HDSUPPLY Total:	1,159.67								
HD Supply Waterworks, LTD. Total:		1,159.67								
IRMA IRMA							-			
SALES0013117	02/28/2014	6,165.27	0.00	04/01/2014	Feb Monthly Deductible				No	0000
101-210-511-5260	Liability insurance									
	SALES0013117 Total:	6,165.27								
SALES0013159	02/28/2014	6,561.38	0.00	04/01/2014	Feb Optional Deductible				No	0000
101-210-511-5260	Liability insurance									
	SALES0013159 Total:	6,561.38								
	IRMA Total:	12,726.65								
IRMA Total:		12,726.65								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #	
JG Uniforms Inc							Return to VB Agenda				
JGUNIFOR											
33324	03/10/2014	419.50	0.00	04/01/2014	Uniform allowance			-		No	0000
101-300-512-5070	Uniform allowance										
	33324 Total:	419.50									
33325	03/10/2014	259.50	0.00	04/01/2014	Uniform allowance			-		No	0000
101-300-512-5070	Uniform allowance										
	33325 Total:	259.50									
	JGUNIFOR Total:	679.00									
	JG Uniforms Inc Total:	679.00									
Lifeline Training											
LIFTRAIN											
13566	01/31/2014	139.00	0.00	04/01/2014	Female Enforcers training		-		No	0000	
101-300-512-5590	Training										
	13566 Total:	139.00									
	LIFTRAIN Total:	139.00									
	Lifeline Training Total:	139.00									
Macaluso David											
MACALUSO											
REIM032414DMM	03/24/2014	75.00	0.00	04/01/2014	Reimbursement - Meals		-		No	0000	
101-300-512-5840	Meals										
	REIM032414DMM Total:	75.00									
	MACALUSO Total:	75.00									
	Macaluso David Total:	75.00									
Malnati Organization											
MALNATI											
217	02/17/2014	177.75	0.00	04/01/2014	Lunch for Employees - snow storm		-		No	0000	
101-400-511-5730	Program supplies										
	217 Total:	177.75									
	MALNATI Total:	177.75									
	Malnati Organization Total:	177.75									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
McKenna Automotive MCKENNA							-			
20120880	03/03/2014	48.23	0.00	04/01/2014	Hydraulic hose truck #3				No	0000
101-440-513-5480	R&M - vehicles									
	20120880 Total:	48.23								
	MCKENNA Total:	48.23								
McKenna Automotive Total:		48.23								
Meade Electric Company Inc MEADELEC							-			
664185	03/10/2014	3,072.16	0.00	04/01/2014	Street light repair				No	0000
101-440-513-5290	Street lights & traffic signal									
	664185 Total:	3,072.16								
664186	03/10/2014	797.94	0.00	04/01/2014	Street light repair		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	664186 Total:	797.94								
	MEADELEC Total:	3,870.10								
Meade Electric Company Inc Total:		3,870.10								
Menini Cartage Inc MENICRT							-			
42810	03/06/2014	1,351.93	0.00	04/01/2014	3 loads gravel to fill trenches				No	0000
660-620-519-5760	Street materials - Aggregate									
	42810 Total:	1,351.93								
	MENICRT Total:	1,351.93								
Menini Cartage Inc Total:		1,351.93								
Midwest Industrial Lighting MIDWESTL							-			
100184	03/06/2014	529.83	0.00	04/01/2014	Capacitor for street lights				No	0000
101-440-513-5290	Street lights & traffic signal									
	100184 Total:	529.83								
100291	03/13/2014	150.20	0.00	04/01/2014	Light bulbs - Village buildings		-		No	0000
101-420-511-5405	R&M - buildings									
	100291 Total:	150.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
MIDWESTL Total:		680.03								
Midwest Industrial Lighting Total:		680.03								
Morton Grove Automotive West										
MORTONG										
53783	03/07/2014	265.00	0.00	04/01/2014	Starter for tractor 9		-		No	0000
205-430-515-5480	R&M - vehicles									
53783	03/07/2014	110.00	0.00	04/01/2014	Check alternator for tractor 3		-		No	0000
101-440-513-5480	R&M - vehicles									
53783 Total:		375.00								
MORTONG Total:		375.00								
Morton Grove Automotive West Total:		375.00								
NAPA										
NAPA										
100566	03/06/2014	60.92	0.00	04/01/2014	Oil filter, air filter for stump grinder		-		No	0000
101-440-513-5480	R&M - vehicles									
100566 Total:		60.92								
99775	02/28/2014	13.10	0.00	04/01/2014	Fiber glass for truck #1		-		No	0000
101-440-513-5480	R&M - vehicles									
99775 Total:		13.10								
99794	02/28/2014	163.69	0.00	04/01/2014	Oil filter for dump truck		-		No	0000
101-440-513-5480	R&M - vehicles									
99794 Total:		163.69								
99799	02/28/2014	111.32	0.00	04/01/2014	Oil filter for stump grinder		-		No	0000
101-440-513-5480	R&M - vehicles									
99799 Total:		111.32								
NAPA Total:		349.03								
NAPA Total:		349.03								
North Suburban Employee Benefi										
NSEBENEF										
Apr-14	03/18/2014	9,645.00	0.00	04/01/2014	Dental Bill - April 2014		-		No	0000
102-000-210-2028	Dental insurance premium withh									
Apr-14 Total:		9,645.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
NSEBENEF Total:		9,645.00								
North Suburban Employee Benefi Total:		9,645.00								
Northeastern IL Public Safety										
NORTHEAS										
12030	11/30/2013	100.00	0.00	04/01/2014	Handling Workplace conflict training		-		No	0000
101-400-511-5590	Training									
12030 Total:		100.00								
NORTHEAS Total:		100.00								
Northeastern IL Public Safety Total:		100.00								
Patten Industries										
PATTEN										
P080C0040462	01/30/2014	58.56	0.00	04/01/2014	Coupling hose for truck 18		-		No	0000
660-620-519-5480	R&M - vehicles									
P080C0040462 Total:		58.56								
PATTEN Total:		58.56								
Patten Industries Total:		58.56								
Raynor Door Co										
RAYNOR										
14-02388	03/07/2014	299.99	0.00	04/01/2014	Photocell system for garage doors - PW		-		No	0000
101-420-511-5405	R&M - buildings									
14-02388 Total:		299.99								
RAYNOR Total:		299.99								
Raynor Door Co Total:		299.99								
Raypole Travis										
RAYPOLE										
EIM032414TRM	03/24/2014	75.00	0.00	04/01/2014	Reimbursement - Meals		-		No	0000
101-300-512-5840	Meals									
EIM032414TRM Total:		75.00								
RAYPOLE Total:		75.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
							7B Agenda				
Raypole Travis Total:		75.00									
Rogoff Anna											
ROGOFF											
03202014	03/20/2014	58.00	0.00	04/01/2014	Refund - Classes			-		No	0000
205-000-210-2430	Parks and Recs Control Deposit										
03202014 Total:		58.00									
ROGOFF Total:		58.00									
Rogoff Anna Total:		58.00									
Russo Power Equipment											
RUSSO											
1900977	03/11/2014	1,534.86	0.00	04/01/2014	Hedge trimmer for Parks		-		No	0000	
205-430-515-5745	Small tools										
1900977 Total:		1,534.86									
1901606	03/12/2014	1,227.91	0.00	04/01/2014	Chain saw, pruner, chaps		-		No	0000	
101-440-513-5745	Small tools										
1901606 Total:		1,227.91									
1901609	03/12/2014	1,390.00	0.00	04/01/2014	Hedger trimmer for streets		-		No	0000	
101-440-513-5745	Small tools										
1901609 Total:		1,390.00									
RUSSO Total:		4,152.77									
Russo Power Equipment Total:		4,152.77									
Shapiro Abraham											
SHAPIROA											
14-2401	02/28/2013	72.50	0.00	04/01/2014	Reimburse for 50/50 animal control		-		No	0000	
101-400-511-5210	Animal control										
14-2401 Total:		72.50									
SHAPIROA Total:		72.50									
Shapiro Abraham Total:		72.50									
Shapiro Judy											
SHAPJ											
14-3402	03/04/2014	45.00	0.00	04/01/2014	Reimburse for 50/50 animal control		-		No	0000	
101-400-511-5210	Animal control										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
							Turn to VB Agenda				
14-3402 Total:		45.00									
SHAPJ Total:		45.00									
Shapiro Judy Total:		45.00									
Sun-Times Media/Pioneer Press											
PIONEPRS											
744155-01	03/13/2014	20.00	0.00	04/01/2014	Bid notice for Centennial Park		-			No	0000
101-400-511-5510	Advertising										
744155-01 Total:		20.00									
PIONEPRS Total:		20.00									
Sun-Times Media/Pioneer Press Total:		20.00									
TKE Corporation											
TKECORP											
3000933845	03/01/2014	488.99	0.00	04/01/2014	Maintenance contract elevator at PD		-			No	0000
101-420-511-5405	R&M - buildings										
3000933845 Total:		488.99									
6000062497	03/18/2014	300.00	0.00	04/01/2014	Annual pressure test inspection for PD		-			No	0000
101-420-511-5405	R&M - buildings										
6000062497 Total:		300.00									
TKECORP Total:		788.99									
TKE Corporation Total:		788.99									
Trans Union Corp											
TRANSU											
02400724	02/25/2014	35.00	0.00	04/01/2014	Credit checks on applicants		-			No	0000
101-300-512-5399	Other professional services										
02400724 Total:		35.00									
TRANSU Total:		35.00									
Trans Union Corp Total:		35.00									
Tyco Integrated Security, LLC											
ADTSS											
21386543	03/08/2014	453.65	0.00	04/01/2014	Alarm system annual agreement		-			No	0000
101-420-511-5405	R&M - buildings										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
21386543 Total:										
ADTSS Total:										
Tyco Integrated Security, LLC Total:										
Warehouse Direct										
WAREHOUS										
2253874-0	03/10/2014	213.93	0.00	04/01/2014	Office supplies		-		No	0000
205-560-515-5700	Office supplies									
2253874-0 Total:		213.93								
2256898-0	03/12/2014	361.21	0.00	04/01/2014	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
2256898-0 Total:		361.21								
2256902-0	03/13/2014	7.49	0.00	04/01/2014	Office supplies		-		No	0000
101-350-512-5700	Office supplies									
2256902-0 Total:		7.49								
2256903-0	03/12/2014	210.58	0.00	04/01/2014	Office supplies		-		No	0000
101-350-512-5700	Office supplies									
2256903-0 Total:		210.58								
2257715-0	03/12/2014	146.81	0.00	04/01/2014	Office supplies		-		No	0000
101-210-511-5700	Office supplies									
2257715-0 Total:		146.81								
2261813-0	03/17/2014	24.00	0.00	04/01/2014	Office supplies		-		No	0000
101-250-511-5640	Computer supplies									
2261813-0 Total:		24.00								
2261915-0	03/17/2014	36.83	0.00	04/01/2014	Office supplies		-		No	0000
205-560-515-5700	Office supplies									
2261915-0 Total:		36.83								
2266252-0	03/20/2014	137.65	0.00	04/01/2014	Office supplies		-		No	0000
101-300-512-5730	Program supplies									
2266252-0 Total:		137.65								
WAREHOUS Total:		1,138.50								
Warehouse Direct Total:		1,138.50								
Wholesale Direct Inc										
WHOLESALE										
205218	01/30/2014	1,249.13	0.00	04/01/2014	Spinner, bulbs, circuit board for plows		-		No	0000
101-440-513-5480	R&M - vehicles									
205218 Total:		1,249.13								
205295	02/04/2014	95.16	0.00	04/01/2014	Blade, spinner, bulbs for plows		-		No	0000
101-440-513-5480	R&M - vehicles									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
205295	02/04/2014	417.13	0.00	04/01/2014	Blade, spinner, bulbs for plows		-			No 0000
101-410-511-5730	Program supplies									
	205295 Total:	512.29								
205501	02/12/2014	10.00	0.00	04/01/2014	Control cab command for PW truck		-			No 0000
101-440-513-5480	R&M - vehicles									
	205501 Total:	10.00								
205586	02/17/2014	20.13	0.00	04/01/2014	Bulb for PW truck		-			No 0000
101-440-513-5480	R&M - vehicles									
	205586 Total:	20.13								
205617	02/18/2014	387.00	0.00	04/01/2014	LED bulb for PW truck		-			No 0000
101-440-513-5480	R&M - vehicles									
	205617 Total:	387.00								
205618	02/18/2014	31.11	0.00	04/01/2014	Snow brush for plows		-			No 0000
101-440-513-5480	R&M - vehicles									
	205618 Total:	31.11								
206037	03/06/2014	54.63	0.00	04/01/2014	Starter harness for plows		-			No 0000
101-440-513-5480	R&M - vehicles									
	206037 Total:	54.63								
	WHOLESALE Total:	2,264.29								
	Wholesale Direct Inc Total:	2,264.29								
Wilmette Truck										
WILMETRU										
346	03/19/2014	216.00	0.00	04/01/2014	Public Works trucks safety inspection		-			No 0000
101-440-513-5480	R&M - vehicles									
	346 Total:	216.00								
	WILMETRU Total:	216.00								
	Wilmette Truck Total:	216.00								
	Report Total:	69,967.68								

TALIN HITIK

6750 North Nokomis Avenue, Lincolnwood, IL 60712 (847) 878-3136 talinhitik@me.com

EXPERIENCE

The Kerkonian Law Firm, P.C., Evanston, IL Dec. 2009 – Dec. 2010; Apr. 2013 – Present
Associate Attorney. Appear in state court, conduct litigation primarily in the areas of corporate transactions, contract dispute and personal injury; draft and edit contracts; consult on the management of cases, perform advanced legal research and analysis on matters of first impression; consulted firm on general management of cases.

Armenian Ministry of Justice, Yerevan, Armenia Jun. 2012 – Jan. 2013
Legal Expert, European Court of Human Rights Department. Advised Deputy Minister of Justice regarding various issues of international law; managed cases and strategized litigation for European Court of Human Rights; conducted complex research and drafted memoranda on behalf of Armenian government; developed and conducted training course for Ministry staff attorneys on legal research and writing in English, precedent, public international law, human rights law and litigation strategy in an international tribunal.

American University of Armenia, Yerevan, Armenia Aug. 2011 – Apr. 2012
Lecturer, Master of Laws Program. Developed course curricula and taught International Legal English and International Humanitarian Law.

Yerevan State University, Yerevan Armenia Aug. – Dec. 2011
Lecturer, Master of Arts Program in Human Rights and Democratization. Taught Theoretical Bases of Human Rights; developed and taught course in UN Systems of Human Rights.

Harry Missirlian and Associates, Skokie, IL Aug. 2010 – Aug. 2011
Contract Attorney. Appeared in state court; drafted discovery documents and memoranda of law; performed advanced legal research; prepared for trial; consulted firm on general management of criminal defense, real estate and personal injury cases.

Honorable Samuel Der-Yeghiayan, United States District Court for the Northern District of Illinois, Chicago, IL Jun. – Aug. 2010
Judicial Extern. Performed advanced legal research and wrote legal memoranda; conducted daily briefings of court docket; assisted in the preparation of orders; observed court proceedings regarding immigration, patents, contract disputes and complex criminal matters.

Council on American-Islamic Relations, Chicago, IL Jun. 2008 – Sep. 2008
Law Clerk, Civil Rights Department. Appeared in the United States District Court; wrote and edited amicus briefs and interrogatories; assisted with discovery; corresponded with clients and conducted client intake.

DePaul International Human Rights Law Institute, Chicago, IL Sep. 2008 – May 2009
Research Assistant for Professor M. Cherif Bassiouni. Assisted in drafting a Convention on Crimes Against Humanity to be submitted to the United Nations; edited Professor Bassiouni's publications; conducted complex research and drafted memoranda regarding issues in international criminal law at Professor Bassiouni's request; authored a paper on legality of Armenian Genocide and possible avenues for reparations under international law.

EDUCATION

DePaul University College of Law, Chicago, IL

Juris Doctor conferred May 2009

DEPAUL RULE OF LAW JOURNAL, Founding Board Member and Articles Editor

Philip C. Jessup International Law Moot Court Competition,

2008 Midwest Super-Regionals Finalist (Memorial Award)

2008 International Rounds Competitor (Memorial Award)

2009 Midwest Super-Regionals Quarter-Finalist (Individual Oralist Award)

Eckerd College, St. Petersburg, FL

Bachelor of Arts, International Relations; Modern Languages (double major), conferred *With Honors* May 2005

Omicron Delta Kappa National Leadership Honor Society, Member

Eckerd College Newspaper, Editor of International News Section

Eckerd College Radio, Disc Jockey

Council on International Education Exchange, Paris, France

Jan. – Jul. 2003

Université de Paris 3; Paris Center for Critical Studies

Took courses in Advanced French language, Advanced writing, European history, and French and European literature. All course instruction was in French.

BAR ADMISSION

Illinois, November 2009

LANGUAGES

Armenian (proficient); French (proficient); Russian (elementary)

Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Award a Bid for Landscape Maintenance for Centennial Park to Landscape Concepts Management

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

When the Lincolnwood Town Center Planned Unit Development (PUD) agreement was established one of the requirements set forth in the PUD was the responsibility of maintenance costs for mowing services for Centennial Park. As part of the agreement the Village manages a contract with a landscape maintenance company to provide mowing services for Centennial Park. The Village pays the landscape company for the cost of the services and in turn is reimbursed by the Lincolnwood Town Center.

The Village's current contract expired upon completion of the 2013 mowing season. As such, on January 23, 2014 the Village requested bids for a new five year contract. The bid notice was posted in the Pioneer Press and on the Village's website. In addition, specifications were sent to two vendors requesting a copy of the bid documents. On February 19, 2014 the Village received one bid. A detailed breakdown of the 2014 bid results can be found below:

Bidder	Year 1	Year 2	Year 3	Year 4	Year 5
Landscape Concepts Management	\$21,600	\$22,680	\$22,680	\$22,680	\$22,680

Due to the fact that the Village only received one bid and that the other vendor that requested bid documents thought it was a prevailing wage contract, the Village Board rejected the bid at the March 18, 2014 Village Board meeting. The project was re-bid on March 6, 2014. The bid notice was posted in the Pioneer Press and on the Village's website. In addition, specifications were sent to 10 vendors. On March 27, 2014 the Village received one bid. A detailed breakdown of the 2014 bid results can be found on the following page.

Bidder	Year 1	Year 2	Year 3	Year 4	Year 5
Landscape Concepts Management	\$21,600	\$22,680	\$22,680	\$22,680	\$22,680

Staff spoke with several of the vendors that requested a copy of the bid specifications to determine why they did not bid on the contract. The majority of the vendors indicated that they were declining to bid due to the fact that they are currently busy with other contracts. One vendor indicated that they could not provide pricing for a 5 year contract.

The lowest responsible bidder, meeting all bid specifications is Landscape Concepts Management. Landscape Concepts Management has provided contractual landscaping services for Centennial Park for the last 5 years. They have provided quality service in a timely manner.

FINANCIAL IMPACT:

\$22,000 in funding has been requested in the Fiscal Year 2014/2015 Park Maintenance Budget.

DOCUMENTS ATTACHED:

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

RECOMMENDED MOTION:

Move to approve a Resolution authorizing a bid award to Landscape Concepts Management for landscape maintenance for Centennial Park.

RESOLUTION NO. R2014-_____

**A RESOLUTION AUTHORIZING A BID AWARD TO LANDSCAPE CONCEPTS
MANAGEMENT FOR LANDSCAPE MAINTENANCE AT CENTENNIAL PARK**

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

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Manager regarding the bid from Landscape Concepts Management ("LCM") for landscape maintenance services;

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

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

SECTION 2. APPROVAL OF CONTRACT. The contract by and between the Village and LCM for landscape maintenance services ("Contract") shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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

EXHIBIT A

CONTRACT

CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
Landscape Concepts Management
FOR LANDSCAPE MAINTENANCE AT CENTENNIAL PARK

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CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation ("**Owner**"), and _____ **NAME**
AND ADDRESS OF SUCCESSFUL BIDDER, a
_____**TYPE OF ORGANIZATION**
("**Contractor**"), make this Contract as of the _____ day of _____,
2009, and hereby agree as follows:

ARTICLE I **THE WORK**

1.1 Performance of the Work

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

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

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

2.2 Delays

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

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

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

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

4.2 Insurance

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

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

4.3 Indemnification

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

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

5.6 Deductions

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

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

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: [INSERT NAME AND TITLE OF CONTACT
PERSON]

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

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

[INSERT NAME OF SUCCESSFUL BIDDER]
[INSERT ADDRESS OF SUCCESSFUL BIDDER]

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

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

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

7.12 Compliance with Patents

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

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

7.13 Time of the Essence

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

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a

Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments and Modifications

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

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

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Timothy C. Wiberg, Village Administrator

ATTEST:

**[INSERT NAME OF SUCCESSFUL
BIDDER]**

By: _____

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

Title: _____

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

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

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

DATED this _____ day of _____, 200__.

ATTEST:

**[INSERT NAME OF
SUCCESSFUL BIDDER]**

By: _____

By: _____

**[INSERT NAME OF
CONTRACTOR'S EXECUTING
OFFICER]**

Title: _____

Title: **[INSERT TITLE OF
CONTRACTOR'S EXECUTING
OFFICER]**

Subscribed and Sworn to
before me this ____ day
of _____, 200__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. **Project:**

[INSERT DESCRIPTION OF PROJECT]

2. **Work Site:**

[INSERT DESCRIPTION OF WORK SITE]

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

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

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

☐

_____ days following execution of the Contract by Owner

☐

_____, 200_

ATTACHMENT A

5. **Completion Date:**

☐ _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

☐ _____, 200__, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$_300,000_ injury-per occurrence

\$_500,000_ disease-per employee

\$_____ disease-policy limit

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

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

All employees shall be included as insured.

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

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

(2) Bodily Injury:

\$_500,000_ per person

\$_1,000,000_ per occurrence

ATTACHMENT A

(3) Property Damage:

\$_1,000,000 per occurrence, and

\$_2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

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

"X", "C", and "U" exclusions shall be deleted.

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

All employees shall be included as insured.

D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

ATTACHMENT A

7. Contract Price:

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

[TO BE SUPPLIED BY BIDDER]

8. Progress Payments:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows (when applicable):

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

ATTACHMENT A

Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT A

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT A-1
SCHEDULE OF PRICES
[TO BE SUPPLIED BY BIDDER]

ATTACHMENT B
SPECIFICATIONS
[TO BE SUPPLIED BY OWNER

ATTACHMENT C

LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

SHEET NOS. SHEET TITLES

DATE LAST
REVISED

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover (April 9, 2009), Rosh Hashanah (September 19, 2009), Yom Kippur (September 27, 2009), Hanukkah, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

APPENDIX 1

PREVAILING WAGE ORDINANCE

[TO BE SUPPLIED BY OWNER]

VILLAGE OF LINCOLNWOOD

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

CENTENNIAL PARK (FORMERLY CHANNEL RUNNE PARK)

LANDSCAPE AND LAWN MAINTENANCE CONTRACT

Sealed Bids to be submitted by 10:00 a.m. on the 27th day
of March 2014, at which time will be opened and read.

Bids shall be submitted to the Director of Public Works.

Specifications are available free of charge at the Village Hall
and the Public Works Department. Email for a copy in .pdf format.

Hand Delivered
or by Mail:

Village of Lincolnwood
Attn: Manuel Castaneda,
Director of Public Works
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
847-675-0888
mcastaneda@lwd.org

**VILLAGE OF LINCOLNWOOD
CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
CENTENNIAL PARK LANDSCAPE AND LAWN MAINTENANCE**

BID PACKAGE

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Contractor's Certification

Attachment A -	Supplemental Schedule of Contract Terms
Attachment A-1	Schedule of Contract Prices
Attachment B -	Specifications
Attachment C -	List of Drawings
Attachment D -	Special Project Requirements

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

**VILLAGE OF LINCOLNWOOD CONTRACT FOR
CENTENNIAL PARK LANDSCAPE AND LAWN MAINTENANCE**

INVITATION FOR BIDDER'S PROPOSALS

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

Attn: Manuel Castaneda, Director of Public Works

1. Invitation to Bid

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

The work shall consist of the general maintenance and upkeep of all landscaped and grassy areas along Centennial Park, which is located adjacent to the East Side of McCormick Avenue and the North Shore Channel from Touhy Avenue to Devon Avenue in Lincolnwood, Illinois. The park is rectangular in shape with an approximate dimension of 130 ft. by 4,900 ft. (approx. 15 acres).

The Work shall be performed at the following Work Site:

Centennial Park, which is located adjacent to the East Side of McCormick Avenue and the North Shore Channel from Touhy Avenue to Devon Avenue in Lincolnwood, Illinois.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

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

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;

INVITATION

- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. Inspection and Examination

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package in making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

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

5. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until **10:00 a.m.**, local time on **March 27^h 2014** at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. Bid Security and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit in the form of a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner

INVITATION

Contract Bid Security Amounts

Amount of Proposal		Security Amount
\$ -	\$ 5000	0 %
\$ 5,001	\$ 10,000	0 %
\$ 10,001	\$ 50,000	10.0 %
\$ 50,001	\$ 100,000	5.0 %
\$ 100,001	\$ 5,000,000	3.0 %

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

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

VILLAGE OF LINCOLNWOOD CONTRACT FOR
CENTENNIAL PARK LANDSCAPE AND LAWN MAINTENANCE

GENERAL INSTRUCTIONS TO BIDDERS

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VILLAGE OF LINCOLNWOOD CONTRACT FOR
CENTENNIAL PARK LANDSCAPE AND LAWN MAINTENANCE

GENERAL INSTRUCTIONS TO BIDDERS

I. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("*Addendum*"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

PROPOSAL

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

4. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

5. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package *shall be removed* from the Bid Package *prior to* preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying

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individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement (both Sealed and Notarized) and the Bidder's Sworn Work History Statement (when applicable) included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

6. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

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- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

7. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check or Certified Check as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract. **Bid Bonds will not be accepted.**

B. Return of Bid Security. The Village will hold the Bid Security from the two lowest Bidders until the contract is signed. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

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8. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together *with all other required documents*, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be visibly marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

9. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal *prior to opening* of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

10. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects *may also be requested*.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with

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the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

11. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same *or different names* and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to *more than one Bidder* for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

12. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, *until the Contract has been executed* by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

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C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance *has been extended* as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

13. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("*Effective Date of Award*"). Owner will prepare four copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

14. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and *all related documents* shall be executed, submitted and exchanged by Owner and Bidder ("*Closing*") on, *the tenth day* following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("*Closing Date*").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all four copies of the Contract, the Contractor's Certification, and *all other required documentation* related to the Contract on or before the Closing Date; and (2) submit four executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("*Conditions Precedent to Closing*").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

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C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender one copy to the successful Bidder at the Closing.

15. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

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VILLAGE OF LINCOLNWOOD CONTRACT FOR
CENTENNIAL PARK LANDSCAPE AND LAWN MAINTENANCE

BIDDER'S PROPOSAL

Full Name of Bidder Landscape Concepts Management, Inc. ("Bidder")

Principal Office Address 31745 N. Alleghany Road, Grayslake, IL. 60030

Local Office Address Same

Contact Person John Czapl Telephone 847.223.3800

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

Attention: Manuel Castaneda, Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda.

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

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("*Work Site*") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the general maintenance and upkeep of all landscaped and grassy areas along the Channel Runne Park; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and

PROPOSAL

workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

2. Contract Price Proposal

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

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

The company agrees to complete the 27 cuttings, the tree applications with specified name and amount of agricultural fertilizer, plus an insecticide application with the specified name and amount of insecticide, two applications of herbicide, plus 3 edgings and 27 weedings for the total sum of \$ 21,600.00. Should the Village request additional services, they would be billed for the additional service at the stated unit costs.

PRICES		Unit Price	Season Cost
1.	Grass cutting and trimming per week (Estimate 27 cuttings during the season)	\$ <u>322.60</u>	\$ <u>8,710.20</u>
2.	Fertilizing per application (3 applications)	\$ <u>1,165.50</u>	\$ <u>3,496.50</u>
Brand Name of Agricultural Fertilizer:			
	First Application	<u>Shaw's</u>	
	Second Application	<u>Shaw's</u>	
	Third Application	<u>Shaw's</u>	
3.	Spraying insecticide per application:	\$ <u>1,086.39</u>	\$ <u>1,086.39</u>

PROPOSAL

Brand Name of Insecticide: Mycogen-M-Pede (Amino Fatty Acid)

Amount/rate of insecticide to be used in the application:

2.5 oz. Product per gallon – 300 gallons mixture per application

4.	Edging along all sidewalks and walkways (3 times during the season)	\$ <u>255.00</u>	\$ <u>765.00</u>
5.	Weeding of planting beds and wood-chip areas around trees (estimated @ 27 weedings during the season)	\$ <u>223.83</u>	\$ <u>6,043.41</u>
6.	Two applications of broad leaf weed control to turf areas with Trimec Herbicide is to be applied at a rate of four pints per acre	\$ <u>749.25</u>	\$ <u>1,498.50</u>
7.	Total 2014 Season Cost:		\$ <u>21,600.00</u>
8.	Total 2015 Season Cost:		\$ <u>22,680.00</u>
9.	Total 2016 Season Cost:		\$ <u>22,680.00</u>
10.	Total 2017 Season Cost:		\$ <u>22,680.00</u>
11.	Total 2018 Season Cost:		\$ <u>22,680.00</u>

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. *The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;*
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

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4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

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

3. Contract Time Proposal

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

4. Firm Proposal

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

5. Bidder Representations

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

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

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

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

6. Surety and Insurance

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

7. Bid Security

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of \$2,160.00** dollars ("Bid Security"). **Village of Lincolnwood currently has possession of check from previous bid dated 2/19/14**

8. Owner's Remedies

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

9. Owner's Rights

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

10. Bidder's Obligations

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

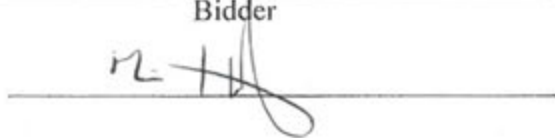
DATED this 26th day of March, 2014.

ATTEST:

By: 

Landscape Concepts Management, Inc.

Bidder

By: 

PROPOSAL

Title: Supervisor

Title: President/Owner

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

VILLAGE OF LINCOLNWOOD CONTRACT FOR
CHANNEL RUNNE PARK LANDSCAPE AND LAWN MAINTENANCE

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of IL. , that is qualified to do business in the State of Illinois, and that is operating under the legal name of Landscape Concepts Management, Inc. .

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Michael Kerton	31745 N. Alleghany Road, Grayslake, IL. 60030
Vice President		
Secretary		
Treasurer		

2. Partnership

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

The general partners of the partnership are as follows:

ACKNOWLEDGEMENT

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Individual

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

4. Joint Venture

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

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

ACKNOWLEDGEMENT

NAME (and ENTITY TYPE)

ADDRESS

_____()

_____()

_____()

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

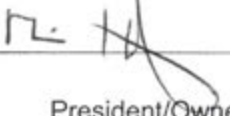
DATED this 26th day of March, 2014

ATTEST:

Landscape Concepts Management, Inc.

Bidder

By: 

By: 

Title: Supervisor

Title: President/Owner

Subscribed and Sworn to
Before me this 26th day
of MARCH 2014.

My Commission Expires:

5/20/14


Notary Public

[SEAL]



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

**VILLAGE OF LINCOLNWOOD CONTRACT FOR
CENTENNIAL PARK LANDSCAPE AND LAWN MAINTENANCE**

BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)

Michael Kerton

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. Nature of Business

State the nature of Bidder's business: Landscaping

2. Composition of Work

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

<u> </u> % Federal	<u>98</u> % As Contractor	<u> </u> % Bidder's Forces
<u> </u> % Other Public	<u>2</u> % As Subcontractor	<u> </u> % Subcontractors
<u> </u> % Private		<u> </u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 31+ years

4. Predecessor Organizations

WORK HISTORY STATEMENT

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

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

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
Village of Grayslake _____	Business _____	224 _____	4/30/14 _____
City of Chicago _____	Business _____	1868430 _____	8/15/14 _____

6. Related Experience

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	Please see attached reference list		
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____

WORK HISTORY STATEMENT

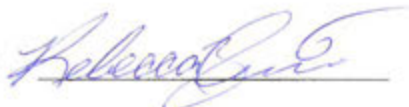
Amount of Contract _____
Date Completed _____

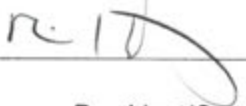
DATED this 26th day of March, 2014

ATTEST:

Landscape Concepts Management, Inc.

Bidder

By: 

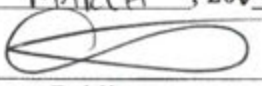
By: 

Title: Supervisor

Title: President/Owner

Subscribed and Sworn to
Before me this 26th day
of MARCH, 2014.

My Commission Expires: 5/20/14


Notary Public

[SEAL]

COLIN HALLIDAY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 20, 2014

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

_____, (*Bidder*), a Principal, hereinafter called the

Contractor, and _____

_____, (*Surety Company*)

_____, (*Legal Title*)

hereinafter called the "Surety", are held and firmly bound unto the Village of Lincolnwood, 1707 St. Johns Avenue, Lincolnwood, Illinois 60712, as obligee, hereinafter called the VILLAGE, in the amount of _____ (*written Dollars*) or (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated __/__/__, entered into a contract with VILLAGE for the

_____, (*Project*)
in accordance with drawings and specifications prepared by the Village of Lincolnwood, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise, it shall remain in full force and effect.

- A. The Surety hereby waives notice of any alteration or extension of time made by the Village.
- B. Whenever Contractor shall be and is declared by the Village to be, in default under the Contract, the Village having performed Village's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
1. Complete the Contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to Village for completing the Contract in accordance with its terms and conditions, and upon determination by Village and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by Village to Contractor under the Contract and any amendments thereto, less the amount previously paid by Village to Contractor. It is the intention of this undertaking that the total cost and expenditure by Village shall not exceed the Contract price.

- C. No right of action shall accrue to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators or successors of Village.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Principal and Surety shall pay to all persons, firms or corporations having contracts directly with the Principal or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.

SIGNED AND SEALED THIS _____ day of _____, 20__, A.D.

IN THE PRESENCE OF:

Witness

(Principal)

Witness

(Title)

SEAL

(Surety)

(Title)

**VILLAGE OF LINCOLNWOOD CONTRACT FOR
CENTENNIAL PARK LANDSCAPE AND LAWN MAINTENANCE**

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: _____
BIDDER
ADDRESS

FROM: Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL
60712

("Contractor")

("Owner")

On the _____ day of _____, 20__, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the _____ day of _____, 20__, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the

DESCRIPTION OF WORK; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

The Closing will be by mail. The Bidder will mail all signed documents to the Owner at 6900 North Lincoln Avenue, Lincolnwood, Illinois provided that all Conditions have been satisfied. Contractor must have complied with all Conditions set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before __/__/__.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this _____ day of _____, 200__.

VILLAGE OF LINCOLNWOOD

By: _____
Village of Lincolnwood Five (5)

Addendum B Specifications

General Description: The work shall consist of the general maintenance and upkeep of all landscaped and grassy areas along the Centennial Park, which is located adjacent to the East Side of McCormick Avenue and the North Shore Channel from Touhy Avenue to Devon Avenue in Lincolnwood, Illinois. The park is rectangular in shape with an approximate dimension of 130 ft. by 4,900 ft. (approx. 15 acres)

Special Instruction: The bidding firm must have in its employ, a minimum of one currently Certified Landscape Professional (CLP) and one Certified Landscape Technician - Exterior (CLT-E) it is mandatory that the designated CLT be assigned to supervise and manage all landscape maintenance activities associated with the project.

Mowing: The grass will be cut once (1) per week Monday through Friday between the hours of 8:00am to 5:00pm, beginning on or about May 1 of each year through October 31 of each year (estimates 26 cuttings). All grassy areas around the trees, bushes and shrubs shall be trimmed and kept in an overall clean and orderly condition on a weekly basis. All sidewalks and asphalt pathways need to be free of grass clippings after mowing. Edging will be done on all sidewalks and walkways three (3) times during the growing season at the direction of Public Works Director, Manuel Castañeda or his designee.

Fertilizing: Fertilization needs to be done to all grassy areas beginning with an application in May, with a second and third application applied during the summer and fall. The fertilizer used in all applications shall be an agricultural fertilizer such as "Shaws" with an analysis of 34-3-11 plus 6 units of S.C.U. (sulfur coated urea) included or similar. The first application will be 2000 pounds, the second application will be 1500 pounds and the third application will be 1500 pounds of "Shaws," covering the entire 15-acre area.

All bags of fertilizer shall be unopened until inspected by the Director Public Works, Manuel Castañeda or designee prior to application. No fertilizer shall be applied unless a Public Works employee is present. The company shall give a 24-hour notice to the Director of Public Works Manuel Castañeda before any application.

Spraying: All bushes, evergreens, trees and shrubs will be sprayed at the direction of the Director of Public Works, Manuel Castañeda with an appropriate organic insecticide, such as "Mycogen-M-Pede" brand products, at least once from May through October. The quantity shall be 2.5 oz. product per gallon with 300 gallons of mixture per application covering the 15-acre area.

The two applications of broad leaf weed control to turf areas must be with Trimec Herbicide.

The contractor needs to have a current Illinois State insecticide and herbicide valid license and a copy needs to be supplied to the Village of Lincolnwood.

Weeding of Planting Beds and Wood-chip Areas around Trees: The planting beds and wood-chip areas around trees are to be weeded once (1) per week beginning on or about May through October, this includes loosening up dirt around trees and planting beds. Weeding may be

adjusted based on weather conditions, growth rate, etc., by the Director of Public Works, Manuel Castañeda or designee.

Disposal of Landscape Waste: All landscape waste materials resulting from the maintenance work described above shall be disposed by the company, at his own expense, in accordance with all applicable local, state and federal standards. Grass clippings may be left in place unless clippings are completely covering the grass or in clumps, then it is expected that grass clippings be picked up.

Utilities: If digging or excavation is required by the company, approval needs to be obtained from the Public Works Director, Manuel Castaneda; it shall be the company's responsibility to protect all public and private utilities and to notify all involved parties (J.U.L.I.E.) before beginning any excavation or digging operation.

License: It shall be the company's responsibility to secure a Lincolnwood Landscape Business License before commencing any activity in the Village.

Contact: Call the Director of Public Works from 8:00 a.m. to 4:30 p.m. to set up a walk through of Channel Runne Park or to answer any questions in regards to this project at 847-675-0888.

Attachment D Special Project Requirements

Please provide a list of the equipment that will be used for landscaping purposes.

[illegible]

REFERENCES



PROJECT 1

City of Wheaton
303 W. Wesley Street
Wheaton, IL. 60189

Kevin Maloney
(630) 260-2122
kmaloney@wheaton.il.us

Landscape Maintenance
2014 \$8,505
2015 \$8,505

PROJECT 2

Village of North Aurora
25 E. State Street
Aurora, IL. 60542

Michael Glock
(630) 897-8228
mglock@vil.north-aurora.il.us

Landscape Maintenance
2014 \$13,981

PROJECT 3

City of Crystal Lake
100 W. Municipal Complex
Crystal Lake, 60014

Larry Zurek
(815) 544-9256
lzurek@crystallake.org

Landscape Maintenance
2013 \$75,157 (Original Amount Bid & Invoiced/100% Complete)
2012 \$58,577 (Original Amount Bid & Invoiced/100% Complete)

PROJECT 4

Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Jim Barlow
(847) 918-2076
JBarlow@libertyville.com

Landscape Maintenance
2013 \$225,631 (Original Amount Bid & Invoiced/100% Complete)

PROJECT 5

Lake County Public Works
650 Winchester Road
Libertyville, IL 60048

Mike Grinnell
(847) 377-7500
mgrinnell@lakecountyil.gov

Landscape Maintenance
2013 \$140,290.75 (Original Amount Bid & Invoiced/100% Complete)
2012 \$128,735.75 (Original Amount Bid & Invoiced/100% Complete)

PROJECT 6

Lake County Forest Preserve-Independence Grove
32492 North Almond Road
Grayslake, IL 60030

Greg Townsend
(847) 968-3412
gtownsend@lcfpd.org

Landscape Maintenance
2013 \$59,115 (Original Amount Bid & Invoiced/100% Complete)



EQUIPMENT



Unit #	YEAR	Description
E7		Case 1845C
E21		Dresser 520B
E86		Case 75 XT
E87		Case 85XT
E88		Dresser 515
E91		Ditch Witch 255SX
E97		Case 1840
E100	2000	Case 85XT
E103	1996	Case 1840
E104		Vermeer SC505
E105		John Deere 624G
E108		Case 85 XT
E110		Caterpillar 926
E114	2002	Case 60XT
E115	2002	Case 60XT
E116	2002	Case 60XT
E117	2002	Case 60XT
E118	2002	Case 60XT
E119	2002	Case 60XT
E120	2002	Case 60XT
E121	2002	Case 60XT
E122	2002	Case 60XT
E123	2002	Case 60XT
E124	2002	Case 60XT
E125	2002	Case 60XT
E126	2002	Case 60XT
E127	2002	Case 60XT
E128	2002	Case 60XT
E129	2002	Case 60XT
E130	2002	Case 60XT
E131	2002	Case 60XT
E132	2002	Case 60XT
E133	2002	Case 60XT
E134	2002	Case 90XT
E135	2002	Case 90XT
E137	2002	Case 90XT
E138	2002	Case 90XT
E140	1987	John Deere 544D
E141	1987	Dresser IH 520B
E142		Case 85 XT

E143	2003	Case 90XT
E144		John Deere 544E
E146		Caterpillar 926
E147		Caterpillar IT18
E148	1994	John Deere 644G
E149	1995	Case 821B
E150		Dresser 515
E151		Dresser 515
E152		Case W-36
E153	1998	Case 85XT
E154	1998	Case 1845C
E155	2000	Case 95XT
E156		Case 75XT
E157		Case 75XT
E158		Case W20C
E159		Hitachi 75 U.R. Excavator / EX75UR
E160	1995	John Deere 544G
E161		Case 40XT
E162		Case 40XT
E163		Case 40XT
E164		Case 40XT
E165		Case 40XT
E166		Case 90XT
E167		Case 90XT
E168		Case 90XT
E169		Case 90XT
E172		Kobelco LK650
E175		John Deere BC1800A
E177		Cat 936
E178		John Deere 444E
E179		Case 621
E181		John Deere 544G
E182	1995	John Deere 644G
E184		John Deere 444E 4WD
E185		John Deere 544G
E186		Case 85XT
E187		Case 85XT
E188		Case 85XT

E189		Case 90XT
E190		Case 90XT
E191		Case 60XT
E192		Case 60XT
E193		Case 60XT
E194		Case 60XT
E195		Case 70XT
E196		Case 70XT
E197		Case 60XT
E198		Case 60XT
E199		Case 60XT
E200		Case 60XT
E201		John Deere 240
E202	1995	Case 621B
E203		Gehl MS1217 Manure Spreader
E204		Edwards FD3823 6' Disk
E205		Case 90XT
E207	1993	John Deere 544G
E208	1998	John Deere 444H
E209		Dresser 510C
E211		Case 450
E212		Case 420
E213		Case 420
E214		Case 420
E215		Case 420
E216		Case 420
E217		Case 420
E219		Case 420
E220		Case 430
E221		Case 430
E222		Case 430
E223	1997	Case 621BXT
E224		Dresser 530
E225		Atlas Copco Air Compressor
E226		John Deere 2305
E227		John Deere 2305
E228		Vermeere LM42 Trencher
E229		Kubota 4WD w/ Foldab
E230	2002	Caterpillar 906
E231	2000	ASV Posi Track DX4530
E232	1996	Zettlemeyer ZL402
E233	2000	Vermeer BC2000
E234		Case 721B
E235	2008	Case 430

E236	2008	Case 430
E237	2008	Case 430
E238	2008	Case 450
E239	2008	Case 450
E240	2008	Case 445
E241	2008	Case 445
E242	2008	Case 445
E243	2008	Case 445
E244	2008	Case 445
E245	2008	Case 430
E246	2008	Case 430
E247	2008	Case 430
E248	2008	Case 445
E249	2008	Case 445
E250	2008	Case 445
E251	2008	Case 445
E252	2008	Case 445
E253	2008	Case 450
E254	2008	Case 450
E255	2008	Case 430
E256	2008	Case 430
E257	2008	Case 430
E258	2008	Case 430
E259	2008	Case 430
E260	2008	Case 430
E261	2008	Case 430
E262	2008	Case 430
E263	2008	Case 430
E264	2008	Case 430
E265	2008	Case 430
E266	2008	Case 430
E267	2008	Case 430
E268	2008	Case 430
E269	2008	Case 430
E270	2008	Case 430
E271	2008	Case 430
E272	2008	Case 430
E273	2008	Case 430
E274	2008	Case 430
E275	2007	Solartech Arrowboard
E276	2008	Case 521D
E278	2008	Case 450
E279	2008	Case 450
E280	2008	Case 430
E281		Case 721B
E282		Case 621B
E283	2008	John Deere 2305

E284	2008	Case 430
E285	2008	Case 430
E286	2008	Case 430
E287	2008	Case 430
E288	2008	Case 430
E289	2007	Case 321E
E290	2008	John Deere 2305
E291	2008	Vermeer SC1102A
E292	2009	Hyundai HL740-7A
E293	2008	Hyundai HL740XTD-7A
E294	2009	Hyundai HL740-7A
E295	2009	Hyundai HL740-7A
E296	2010	John Deere 2305
E297	2010	Case 420
E298	2010	Case 420
E299	2010	Case 420
E300	2010	Case 420
E301		HR5111
E302		Case Maxum 140

E303		Case Maxum 140
E304		Woods BW180HD
E305		Woods BW180HD
GOLF CARTS, GATORS, 4WHEELERS		
U5		Cushman
U11	2002	John Deere 4x2
U14		John Deere 6x4
U15		John Deere 6x4
U17	1998	EZ-GO Utility
U18	1998	EZ-GO Utility
U19	2008	EZ-GO Utility
U20	2008	EZ-GO Utility
U21	2008	EZ-GO Utility
U22	2008	EZ-GO Utility
U23	2005	John Deere 6x4
U24	2001	EZ-GO 4 PERSON
U25	2010	Kubota Utility Vehicle

SMALL EQUIPMENT



Unit #	YEAR	Description
22C	2007	21" Rearbager
27	2007	21" Rearbager
26	2007	21" Rearbager
28	2007	21" Rearbager
24	2007	21" Rearbager
23	2007	21" Rearbager
21	2007	21" Rearbager
29	2007	21" Rearbager
33	2007	21" Rearbager
1	2007	21" Rearbager
2	2007	21" Rearbager
17B	2007	21" Rearbager
22A	2007	21" Rearbager
21A	2007	21" Rearbager
16B	2007	21" Rearbager
18C	2007	21" Rearbager
18A	2007	21" Rearbager
15	2007	21" Rearbager
17A	2007	21" Rearbager
11	2007	21" Rearbager
5	2007	21" Rearbager
10	2007	21" Rearbager
6	2007	21" Rearbager
9	2007	21" Rearbager
16A	2007	21" Rearbager
8	2007	21" Rearbager
3	2007	21" Rearbager
13	2007	21" Rearbager
14	2007	21" Rearbager
4	2007	21" Rearbager
20A	2007	21" Rearbager
2A	2007	21" Rearbager
20B	2007	21" Rearbager
18B	2007	21" Rearbager
19B	2007	21" Rearbager
30	2007	21" Rearbager
31	2007	21" Rearbager
32	2007	21" Rearbager

Unit #	YEAR	Description
353	2007	48" Walkbehind
364	2007	48" Walkbehind
351	2007	48" Walkbehind
347	2007	48" Walkbehind
314		48" Walkbehind
352	2007	48" Walkbehind
358	2007	48" Walkbehind
357		48" Walkbehind
374		48" Walkbehind
391		48" Walkbehind
385		48" Walkbehind
309		48" Walkbehind
283		48" Walkbehind
291		48" Walkbehind
271		48" Walkbehind
287		48" Walkbehind
390		48" Walkbehind
308		48" Walkbehind
381		48" Walkbehind
379		48" Walkbehind
363	2007	48" Walkbehind
291		48" Walkbehind
274		48" Walkbehind
293		48" Walkbehind
272		48" Walkbehind
257		48" Walkbehind
307		48" Walkbehind
284		48" Walkbehind
373		48" Walkbehind
372		48" Walkbehind
371		48" Walkbehind
370		48" Walkbehind
389		48" Walkbehind
379		48" Walkbehind
387		48" Walkbehind
375		48" Walkbehind
383		48" Walkbehind
386		48" Walkbehind

Unit #	YEAR	Description
296		60" ZTRN
302		60" ZTRN
295		60" ZTRN
297		60" ZTRN
299		60" ZTRN
342	2006	60" ZTRN
298		60" ZTRN
305		60" ZTRN
300		60" ZTRN
304		60" ZTRN
303		60" ZTRN
316		60" ZTRN
402		60" ZTRN
428		60" ZTRN
427		60" ZTRN
407		60" ZTRN
403		60" ZTRN
412		60" ZTRN
413		60" ZTRN
437		60" ZTRN
423		60" ZTRN
415		60" ZTRN
401		60" ZTRN
420		60" ZTRN
435		60" ZTRN
419		60" ZTRN
432		60" ZTRN
433		60" ZTRN
400		60" ZTRN
429		60" ZTRN
430		60" ZTRN
396		60" ZTRN
398		60" ZTRN
399		60" ZTRN
397		60" ZTRN
426		60" ZTRN
434		60" ZTRN
425		60" ZTRN

25	2007	21" Rearbager
19A	2007	21" Rearbager
23	2007	21" Rearbager
7	2007	21" Rearbager
22B	2007	21" Rearbager
	2007	21" Rearbager
	2008	21" Rearbager
L15		36" Mower
23	2006	36" Mower
13		36" Mower
14		36" Mower
34		36" Mower
8		36" Mower
37		48" Walkbehind
L102		48" Walkbehind
L107		48" Walkbehind
L111		48" Walkbehind
89		48" Walkbehind
82		48" Walkbehind
L62		48" Walkbehind
74		48" Walkbehind
46		48" Walkbehind
49		48" Walkbehind
51		48" Walkbehind
114		48" Walkbehind
42		48" Walkbehind
57		48" Walkbehind
52		48" Walkbehind
63		48" Walkbehind
70		48" Walkbehind
64		48" Walkbehind
65		48" Walkbehind
68		48" Walkbehind
43		48" Walkbehind
L87		48" Walkbehind
L48		48" Walkbehind
62		48" Walkbehind
L75		48" Walkbehind
87		48" Walkbehind
L53		48" Walkbehind
54		48" Walkbehind
44		48" Walkbehind
138	2006	48" Walkbehind
72		48" Walkbehind
50		48" Walkbehind
105		48" Walkbehind
67		48" Walkbehind
77		48" Walkbehind
78		48" Walkbehind
76		48" Walkbehind

380		48" Walkbehind
382		48" Walkbehind
260		48" Walkbehind
254		48" Walkbehind
310		48" Walkbehind
273		48" Walkbehind
266		48" Walkbehind
360	2007	48" Walkbehind
340	2007	48" Walkbehind
348	2007	48" Walkbehind
362	2007	48" Walkbehind
369	2007	48" Walkbehind
346	2007	48" Walkbehind
276		48" Walkbehind
275		48" Walkbehind
288		48" Walkbehind
290		48" Walkbehind
271		48" Walkbehind
292		48" Walkbehind
284		48" Walkbehind
268		48" Walkbehind
265		48" Walkbehind
261		48" Walkbehind
253		48" Walkbehind
280		48" Walkbehind
277		48" Walkbehind
285		48" Walkbehind
279		48" Walkbehind
278		48" Walkbehind
286		48" Walkbehind
270		48" Walkbehind
344	2007	48" Walkbehind
338	2007	48" Walkbehind
264		48" Walkbehind
258		48" Walkbehind
255		48" Walkbehind
267		48" Walkbehind
269		48" Walkbehind
262		48" Walkbehind
256		48" Walkbehind
263		48" Walkbehind
282		48" Walkbehind
259		48" Walkbehind
294		48" Walkbehind
289		48" Walkbehind
395	2007	48" Walkbehind
386		48" Walkbehind
315		48" Walkbehind
354	2007	48" Walkbehind
366		48" Walkbehind

[illegible]

142	2006	48" Walkbehind
86		48" Walkbehind
129		48" Walkbehind
132	2006	48" Walkbehind
79		48" Walkbehind
61		48" Walkbehind
119	2006	48" Walkbehind
L45		48" Walkbehind
L55		48" Walkbehind
128	2006	48" Walkbehind
133		48" Walkbehind
100	2006	48" Walkbehind
L58		48" Walkbehind
60		48" Walkbehind
141	2006	48" Walkbehind
140		48" Walkbehind
142		48" Walkbehind
123		48" Walkbehind
85		48" Walkbehind
108		48" Walkbehind
104	2006	48" Walkbehind
L108		48" Walkbehind
95		48" Walkbehind
84		48" Walkbehind
125		48" Walkbehind
134	2006	48" Walkbehind
130	2006	48" Walkbehind
88	2006	48" Walkbehind
55		48" Walkbehind
83		48" Walkbehind
81		48" Walkbehind
116	2006	48" Walkbehind
126		48" Walkbehind
L126		48" Walkbehind
99	2006	48" Walkbehind
L99		48" Walkbehind
131	2006	48" Walkbehind
136	2006	48" Walkbehind
102		48" Walkbehind
L107		48" Walkbehind
L111		48" Walkbehind
109		48" Walkbehind
L109		48" Walkbehind
112		48" Walkbehind
4		48" Walkbehind
L94		48" Walkbehind
94		48" Walkbehind

367	2007	48" Walkbehind
395		48" Walkbehind
388		48" Walkbehind
313		48" Walkbehind
345	2007	48" Walkbehind
311		48" Walkbehind
350	2007	48" Walkbehind
339	2007	48" Walkbehind
337	2007	48" Walkbehind
361	2007	48" Walkbehind
368	2007	48" Walkbehind
393		48" Walkbehind
392		48" Walkbehind
394		48" Walkbehind
312		48" Walkbehind
282		48" Walkbehind
347		48" Walkbehind
		48" Walkbehind
269		48" Walkbehind
279		48" Walkbehind
L161		60" ZTRN
L168		60" ZTRN
L164		60" ZTRN
L159		60" ZTRN
L178		60" ZTRN
L153		60" ZTRN
L171		60" ZTRN
L152		60" ZTRN
L167		60" ZTRN
L176		60" ZTRN
L154		60" ZTRN
L143		60" ZTRN
L173		60" ZTRN
L170		60" ZTRN
L157		60" ZTRN
L158		60" ZTRN
L151		60" ZTRN
L174		60" ZTRN
L147		60" ZTRN
L175		60" ZTRN
L160		60" ZTRN
L166		60" ZTRN
L179		60" ZTRN
L144		60" ZTRN
L177		60" ZTRN
L156		60" ZTRN
L165		60" ZTRN

[illegible]

96		48" Walkbehind
127	2006	48" Walkbehind
135		48" Walkbehind
101		48" Walkbehind
98		48" Walkbehind
93		48" Walkbehind
137		48" Walkbehind
92		48" Walkbehind
121		48" Walkbehind
L91		48" Walkbehind
349	2007	48" Walkbehind
365	2007	48" Walkbehind
355	2007	48" Walkbehind

L172		60" ZTRN
L150		60" ZTRN
L162		60" ZTRN
L149		60" ZTRN
L160		60" ZTRN
L155		60" ZTRN
L152		60" ZTRN
L146		60" ZTRN
L143		60" ZTRN
376		60" ZTRN
306		60" ZTRN
377		60" ZTRN
341		60" ZTRN
301		60" ZTRN
343	2006	60" ZTRN

	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower
	2008	Snowthrower

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Landscape Concepts Management, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

31745 N. Alleghany Road

City, state, and ZIP code

Grayslake, IL 60030

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

3 6 - 4 2 8 3 4 6 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶ 4/2/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

Return to VB Agenda

10/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines HUB International Midwest Limited 601 Oakmont Lane, Suite 400 Westmont, IL 60559	CONTACT NAME: PHONE (A/C, No, Ext): 630 468-5600 E-MAIL: ADDRESS:	FAX (A/C, No): 630 468-5696
INSURED Landscape Concepts Management 31745 N. Alleghany Road Grayslake, IL 60030	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: Continental Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24112 28258

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		CMM3385590	10/01/2013	10/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Drive Oth Car		CMM3385590	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0		CMM3385590	10/01/2013	10/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	738587040101	10/01/2013	10/01/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equipment		CMM3385590	10/01/2013	10/01/2014	\$250,000 per item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate issued for bidding purposes only.

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



GENERAL INFORMATION

Landscape Concepts Management (founded in 1981) is a full service landscaping company capable of handling the needs of Commercial Sites, Home Owners Associations, Retail & Mixed Use Properties, Multi Unit Rentals, Government Agencies, Hospitality Industry, Institutional & Healthcare Facilities and Senior Living Communities.

Our services include Landscape Management, Landscape Construction, Landscape Design, Tree Care, Water Management, Seasonal Color, Snow & Ice Management, Holiday Décor, Urban Gardening and Turf Maintenance.

COMPANY LOCATIONS

Corporate Office

31745 N Alleghany Rd.
Grayslake IL
847.223.3800

Aurora Branch

1285 Aurora Ave
Aurora IL
630.897.0000

Chicago Branch

3200 S Kolin Ave
Chicago IL
773.376.2456

Satellite Locations

Monee, IL Huntley IL,
St. Paul MN,
Bristol, WI

PERSONNEL

Seventy Office Staff, Three Hundred Seventy Production Staff
Qualifications Include:

- State Licensed Chemical Applicators
- PLANET Certified Landscape Professionals
- PLANET Certified Landscape Technicians
- ISA Certified Arborists



INSURANCE COVERAGES

*Auto liability	\$1,000,000.00	*Umbrella	\$10,000,000.00
*Comprehensive liability	\$2,000,000.00		

COMPANY AFFILIATIONS

Green Industry Associations:

Professional Landcare Network (PLANET)
Illinois Landscape Contractors Assn. (ILCA)
American Assn. of Nurserymen
International Society of Arboriculture (ISA)
Snow and Ice Management Association (SIMA)
Illinois Lake Management Association (ILMA)

Trade Associations:

Community Assns. Institute (CAI)
Building Owners and Managers Assn. International (BOMA)
Midwest Ecological Landscaping Association (MELA)
Greater North Michigan Avenue Association (GNMAA)
Chicagoland Apartment Association (CAA)
Institute of Real Estate Management (IREM)
International Council of Shopping Centers (ICSC)
Association of Townhomes, Condominiums, and Homeowners Associations (ACTHA)

EMPLOYEE QUALIFICATIONS

Associates Degree in Horticulture *Various Colleges*
Certificate in Landscape Maintenance *C.L.C.*
Certificate in Arboriculture *C.L.C.*
Certified Arborist *I.S.A.*
Certified Landscape Professional *A.L.C.A.*
Certified Grounds Manager *P.G.M.S.*
Certified Turfgrass Professional *P.L.C.A./ U of Georgia*
Certified Landscape Technician/Maintenance *I.L.C.A.*
Certificate in Tree Anatomy and Physiology *N.A.A.*
Certificate in Pest Management and Diagnosis *N.A.A.*
Licensed Turf Applicator *I.L.D.A.*
Licensed Ornamental Applicator *I.L.D.A.*
Licensed Aquatic Applicator *I.L.D.A.*
Licensed Right of Way *I.D.A.*
Certified Tree Care Specialist *N.A.A.*
Licensed Forest Pest Applicator *I.L.D.A.*
Licensed Plant Management *I.L.D.A.*
Licensed Mosquito Abatement *I.L.D.A.*
Certified Landscape Technician Installation *I.L.C.A.*
Certified Turfgrass Pest Manager *Purdue University*
Certified Illinois Nurserymen *I.N.A.*
Fruit Crop Management *I.L.D.A.*
Certified Irrigation Contractor
Indiana Accredited Horticulturist

GREEN INITIATIVES – LEED



Landscape Concepts Management, Inc.

Maintenance Equipment—all company equipment is maintained by our full service in-house mechanic staff on a weekly basis to ensure power equipment is operating within manufacturer specifications for emissions and optimum performance. Synthetic lubricating fluids are utilized and recycled further reducing reliance on petroleum-based products. Mower blades are sharpened weekly allowing for high engine efficiency and proper care of turfgrass. Mulching blades are utilized. All rubber tire replacements are properly recycled with EPA-registered facilities.

Vehicle Fleet—company vehicles and other select operating equipment have GPS-tracking and reporting technology installed. This system allows timely notification to management of operating conditions exceeding pre-established thresholds. Vehicle route management capabilities minimize fuel usage. Other thresholds notifications include excessive engine idling, speed, hazardous driving, and accident reporting. Reports can be generated in real-time as well as historically. All vehicles are lubricated with synthetic products. Bio-diesel alternative fuel is utilized where temperatures and manufacturer recommendations allow.

Irrigation Practices—under the charter of the U.S. EPA's WaterSense program, we encourage and support the utilization of "smart" irrigation controller technology. Products including rain and humidity sensors, low volume emitters, check valves, soil moisture sensors, and low angle nozzles can be specified and installed on existing systems for the purpose of dramatically raising water usage efficiency while increasing horticultural results. As a WaterSense partner, we are well-positioned to analyze current systems, provide sensible solutions, and professionally install these new technologies to both new and existing facilities.

Integrated Pest Management—in addition to regional monitoring of pest pressure on exterior plant materials, a monthly survey of the facility's plant stock is undertaken to provide an early notification system for burgeoning or chronic pest activity. Where possible, mechanical and cultural methods are implemented prior to the need to apply other materials, including pesticides, that may become necessary as part of a comprehensive Integrated Pest Management and plant healthcare initiative. The



account manager, in conjunction with other in-house experts including certified arborists and applicators, will undertake the responsibility to monitor, report, and advise management of potential threats. Written recommendations and corresponding proposals will be presented to management for approval.

Solid Waste Management—landscape waste materials represent significant pressure on landfill facilities. We provide complete recycling of these client-generated materials through our in-house composting facilities thus greatly reducing the amount of waste that is traditionally hauled to and disposed of in landfills or incineration facilities. These composted materials can ultimately be returned to the client as soil amendments and other beneficial installations. As an example, other debris from arboriculture services, such as wood chips, can be utilized as walking path surfaces, or installed as a weed minimization substrate in natural areas. In our office environment, all waste paper is recycled through a third-party waste capture partnership.

Landscape Enhancements—as certified Green Roof installers, we can provide consultation, design, and installation of green roof systems. Our experts will coordinate with your roofing professional to review existing building integrity issues in the early stages of a green roof exploration project. For other exterior projects, our in-house landscape designers are enthusiastically available to present smart landscape enhancement alternatives including drought-resistant plant options, proper plant placement, and other considerations with the goal of increasing sustainability and reducing water requirements.



Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving a Contract with CDW Government LLC for the Purchase and Installation of Wireless Local Area Network Equipment in the Amount of \$28,361.94

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2005 the Village created its first wireless local area network (WLAN) in order to allow for the use of laptops by Village Board members to access the internet during Village Board meetings and department directors to access Village software and computer files during staff meetings. Nine years later the use of mobile technology has expanded significantly by the Village and the public. Today, mobile devices not only include laptops but a wide variety of phones, tablets, and other handheld devices. Village Board members and certain staff utilize iPads which do not use cords but rely on the WLAN in order to be fully functional. At least twice as many staff utilize laptops today as they did in 2005. The Village also offers "guest" wireless access in order to access the internet at Village Hall and the Community Center.

The first WLAN was installed with access points located in the Council Chambers and Police/Fire Training Room. These access points have reached the end of their useful life, have had intermittent signal outages, and are losing signal strength. Furthermore the current WLAN system is two generations behind the current technology. Therefore funds were budgeted in the Fiscal Year 2013-14 budget to replace the existing WLAN and expand its use in other Village facilities the Municipal Center, Community Center, Public Works, and the Aquatic Center in order to meet today's demands of mobile technology.

ClientFirst, the Village's Technology Consultant, obtained a quote for a new WLAN which consists of 25 new wireless access points plus supporting network equipment. The WLAN manufacturer is Aruba Networks and is sold by CDW-Government (CDW-G) of Vernon Hills, Illinois through the National Joint Powers Alliance (NJPA) Joint Purchasing program. The Village has utilized the NJPA for other large purchases such as the Skate Spot at Drake Park and the installation of back-up generators at the Public Works and Standpipe. Staff has utilized CDW-G for several computer and network equipment purchases and finds their products and services to be satisfactory.

FINANCIAL IMPACT:

\$35,000 is budgeted in the General Fund and Water and Sewer Fund in the Fiscal Year 2013-14 budget for this project.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Quote from CDW-G
3. Letter of Recommendation from ClientFirst

RECOMMENDED MOTION: **Move to approve** a Resolution approving a contract with CDW Government LLC of Vernon Hills, Illinois for the purchase and installation of wireless local area network equipment.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

**A RESOLUTION APPROVING A CONTRACT WITH CDW GOVERNMENT LLC,
OF VERNON HILLS, ILLINOIS, FOR THE PURCHASE AND INSTALLATION OF
WIRELESS LOCAL AREA NETWORK EQUIPMENT**

WHEREAS, the Village has identified the need to replace the existing wireless local area network (WLAN) at Village Hall and the Village Police/Fire Training Room, and to expand the wireless WLAN to cover the entire Police, Fire, Public Works, and Aquatic Center facilities; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the National Joint Powers Alliance ("**NJPA**") is a cooperative organization representing local government, educational, and not-for-profit entities throughout the country; and

WHEREAS, the NJPA operates a purchasing cooperative program, which permits government entities to purchase commodities and services according to contracts negotiated by the NJPA, resulting in significant savings; and

WHEREAS, through its purchasing cooperative program, the NJPA sought bids for the award of a contract for the purchase and installation of wireless WLAN equipment ("**Purchase Contract**"); and

WHEREAS, the NJPA identified CDW Government LLC, of Vernon Hills, Illinois ("**CDW-G**"), as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village desires to enter into the Purchase Contract with CDW-G for the purchase and installation of equipment for the Village's new and expanded wireless WLAN, in the amount of \$28,361.94; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Purchase Contract with CDW-G;

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 PURCHASE CONTRACT. The President and Board of Trustees hereby approve the Purchase Contract with CDW-G for the purchase and installation of equipment for the Village's new and expanded wireless WLAN, in the amount of \$28,361.94.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, the Purchase Contract approved pursuant to Section Two of this Resolution, and all necessary 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.

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

CDW-G QUOTE CONFIRMATION



DEAR LARRY GUNDERSON,

Thank you for considering CDW-G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE DETAILS

Requested: 3/24/2014

Grand Total: **\$28,361.94**

Quote #: FDQP445

Customer Number: 1092352

Quote Reference: ARUBA 03242014

QUOTE DETAILS LIST

ITEM		QTY	CDW #	UNIT PRICE	EXT. PRICE
	Aruba Instant IAP-225 - wireless access point - 802.11ac Mfg. Part#: IAP-225-US Contract: National Joint Powers Alliance (111309-CDW) Go to Site	25	3179838	\$655.00	\$16,375.00
	Aruba network device ceiling mounting kit Mfg. Part#: AP-220-MNT-C2 Contract: National Joint Powers Alliance (111309-CDW) Go to Site	25	3051795	\$12.38	\$309.50
	Aruba Instant IAP-175P - wireless access point Mfg. Part#: IAP-175P-US Contract: National Joint Powers Alliance (111309-CDW) Go to Site	4	2743622	\$1,136.03	\$4,544.12
	Aruba ANT-2x2-D805 - antenna Mfg. Part#: ANT-2X2-D805 UNSPSC: 43221706 Contract: National Joint Powers Alliance (111309-CDW) Go to Site	4	2337199	\$180.68	\$722.72
	Aruba ANT-2x2-D607 - antenna Mfg. Part#: ANT-2X2-D607 UNSPSC: 43221706 Contract: National Joint Powers Alliance (111309-CDW) Go to Site	4	2252606	\$249.99	\$999.96

	PowerDsine 9001G Midspan - power injector - 30 Watt Mfg. Part#: PD-9001GO-NA UNSPSC: 39121006 Contract: National Joint Powers Alliance (111309-CDW) Go to Site	4	2510936	\$344.03	\$1,376.12
	Aruba lightning arrester Mfg. Part#: AP-LAR-1 UNSPSC: 46182103 Contract: National Joint Powers Alliance (111309-CDW) Go to Site	8	1434347	\$74.25	\$594.00
	Aruba AP-LAR-24 - lightning arrester Mfg. Part#: AP-LAR-24 Contract: National Joint Powers Alliance (111309-CDW) Go to Site	8	2670879	\$74.25	\$594.00
	Aruba AP-ANT-MNT-1 - antenna mounting kit Mfg. Part#: AP-ANT-MNT-1 UNSPSC: 31162313 Contract: National Joint Powers Alliance (111309-CDW) Go to Site	8	1701900	\$65.99	\$527.92
	Aruba installation kit Mfg. Part#: AINS2KKIT-00 UNSPSC: 43211612 Contract: National Joint Powers Alliance (111309-CDW) Go to Site	4	2234049	\$12.38	\$49.52
	PowerDsine PD-9001GR Midspan - power injector - 30 Watt Mfg. Part#: PD-9001GR-AC Contract: National Joint Powers Alliance (111309-CDW) Go to Site	1	2895336	\$74.25	\$74.25
	ArubaCare Next-Day Support extended service agreement - 1 year - shipment Mfg. Part#: SN1-IAP-225-US Contract: National Joint Powers Alliance (111309-CDW) Go to Site	25	3183033	\$56.11	\$1,402.75
	ArubaCare Next-Day Support extended service agreement - 1 year - shipment Mfg. Part#: SN1-IAP-175P-US Electronic distribution - NO MEDIA Contract: National Joint Powers Alliance (111309-CDW) Go to Site	4	2743624	\$98.69	\$394.76



ArubaCare Next-Day Support
extended service agreement - 1
year - shipment
Mfg. Part#: SN1-ANT-2X2-D805
UNSPSC: 81111812
Electronic distribution - NO MEDIA
Contract: National Joint Powers
Alliance (111309-CDW)
[Go to Site](#)

4

2508379

\$17.41

\$69.64



ARUBA 1Y NEXT-DAY SUP
F/ANT-2X2-D607
Mfg. Part#: SN1-ANT-2X2-D607
Contract: National Joint Powers
Alliance (111309-CDW)
[Go to Site](#)

4

2614894

\$16.44

\$65.76



ArubaCare Next-Day Support
extended service agreement - 1
year - shipment
Mfg. Part#: SN1-PD-9001GO-NA
UNSPSC: 81111812
Contract: MARKET
[Go to Site](#)

4

2510918

\$29.99

\$119.96



ArubaCare Next-Day Support
extended service agreement - 1
year
Mfg. Part#: SN1-AP-LAR-1
UNSPSC: 81111812
Contract: National Joint Powers
Alliance (111309-CDW)
[Go to Site](#)

8

1457978

\$6.76

\$54.08



ARUBA 1YR NBD SUPPORT F/AP-
LAR-24
Mfg. Part#: SN1-AP-LAR-24
Contract: National Joint Powers
Alliance (111309-CDW)
[Go to Site](#)

8

2693546

\$6.76

\$54.08



ARUBA 1YR NBD SUP F/PD-
9001GR-AC
Mfg. Part#: SN1-PD-9001GR-AC
Contract: National Joint Powers
Alliance (111309-CDW)
[Go to Site](#)

5

2897929

\$6.76

\$33.80

Subtotal: \$28,361.94

Shipping: \$0.00

Sales Tax: \$0.00

GRAND TOTAL: \$28,361.94

[Convert Quote to Order](#)

SHIPPING DETAILS

Shipping Address:

VILLAGE OF LINCOLNWOOD
INFORMATION SERVICES
6900 N LINCOLN AVE
LINCOLNWOOD, IL 60712-2692

Phone: (847) 673-1540

Shipping Method: DROP SHIP-GROUND

Payment Terms: Net 30 Days-Govt
State/Local

SALES CONTACT INFO

Philippe Stapp | (866) 551-9995 | philsta@cdwg.com

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This email was sent to lgunderson@clientfirstcg.com.

Please add cdwsales@cdwemail.com to your address book.

© 2014 CDW-G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

SPS-OC:001 | SPS 1 | Customer#: 1092352 | SPS6873735f-bc0d-4b7a-92de-a0c35e1f326c

March 24, 2014

Doug Petroschius
Assistant Village Manager
Village of Lincolnwood
6900 N. Lincoln Ave
Lincolnwood, IL 60712

Re: Village Wireless Network

Dear Doug:

A key IT Strategic Plan initiative budgeted for the Village for FY 2013-2014 is the replacement of the existing wireless system at Village Hall and the Police/Fire Training Room and the expansion of a wireless local area network (WLAN) for the entire Village Hall, Police, Fire, Aquatic Center and Public Works facilities. The WLAN provides wireless network access for critical uses such as Board and Commission meetings and Administrative Adjudication hearings held at the Village Hall Council Chambers.

The current wireless network is an obsolete system that is two generations behind current technology and has had several service interruptions which are all indications that the system needs to be replaced. The new WLAN will improve staff productivity and customer service by providing secure, wireless access to the Internet and to internal Village network resources, such as calendar, service request and work order systems. The new WLAN will also provide wireless Internet access for visitors to Village Hall, the Community Center and the Aquatic Center.

For this initiative *CLIENTFIRST* recommends utilizing the Aruba Networks products and services offered by Computer Discount Warehouse-Government (CDW-G). Aruba Networks wireless networking equipment offers a good balance of price and performance and has been used successfully in other local government implementations. By using the CDW-G contract through the National Joint Powers Alliance (NJPA) the Village can purchase Aruba Networks products that were selected through a competitive bid process.

CLIENTFIRST has worked with CDW-G and Aruba Networks to both design the wireless network and determine the required equipment to meet the Village's objectives. The total cost for the wireless network equipment is \$28,361.94. This includes the indoor and outdoor WLAN access points, antennas, mounting equipment and hardware support summarized in the following table:

Indoor Access Points	Qty	Unit Price	Ext. Price
Aruba Instant IAP-225 - wireless access point	25	655.00	16,375.00
AP-220 Series Ceiling Rail Mount Kit V2	25	12.38	309.50
ArubaCare Support for IAP-225 Wireless Access Point	25	56.11	1,402.75
PowerDsine 9001G Midspan - power injector	4	380.78	1,523.12
Outdoor Access Points			
Aruba Instant IAP-175P Wireless Access Point	4	\$1,136.03	\$4,544.12
Aruba installation kit	4	\$12.38	\$49.52
ArubaCare Support for IAP-175P Wireless Access Point	4	\$98.69	\$394.76

Community Unit School District 308

PowerDsine PD-9001GR Midspan - power injector	1	\$81.01	\$81.01
Aruba ANT-2x2-D805 - antenna	4	\$211.61	\$846.44
Aruba ANT-2x2-D607 - antenna	4	\$279.95	\$1,119.80
Aruba AP-ANT-MNT-1 - antenna mounting kit	8	\$65.99	\$527.92
Aruba lightning arrester	8	\$148.50	\$1,188.00
		TOTAL	\$28,361.94

If the Village concurs with the recommendation to award this procurement to CDW-G, *CLIENTFIRST* will oversee the wireless project implementation, which will include selection of a subcontractor for network cabling, and configuration of the wireless network.

Please contact me at (847) 598-0345 or email lgunderson@clientfirstcg.com, if you have any questions regarding this recommendation.

Sincerely,



Larry Gunderson

Practice Leader, IT Management and Support

Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Authorizing Reallocation of Unused Private Activity Bond Volume Cap Allocation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Each year, as a home rule community, the Village receives a temporary allotment of what is called Volume Cap. Volume Cap relates to the amount of Private Activity Bonds (formerly called Industrial Revenue Bonds) that may be issued. Private Activity Bonds are essentially federally tax exempt bonds which can be used for very limited purposes, such as certain industrial expansions as well as certain senior and affordable housing projects. The primary benefit of securing a Private Activity Bond is the federal tax exemption. This exemption results in reduced borrowing costs for the qualified project. This reduction is generally about 2%-3% lower than a conventional loan. It should be clearly understood that the issuance of Private Activity Bonds has absolutely no financial effect or burden on the Village.

Because Private Activity Bonds are essentially a drain on the federal treasury, the federal government not only limits the type of project that qualifies for Private Activity Bonds, but also it limits the amount of Volume Cap that can be issued. Procedurally, the federal government provides each state, on a per capita basis, with a maximum annual amount of Volume Cap that can be issued. In Illinois, the state then provides each home rule government with a maximum Volume Cap amount, again based on a per capita basis. Under the state's procedures, home rule communities have between January 1 and May 1 of each year to reserve or transfer its Volume Cap allocation for an eligible project. Importantly, an eligible project need not occur within the boundaries of the respective home rule community, but the Volume Cap can be transferred to a project anywhere within the state. After May 1, all unused Home Rule Volume Cap, not reserved or transferred by a home rule community, reverts to the state for its use.

Until 2001, the supply of Volume Cap was more limited than today, and it was more commonplace for eligible projects in one community to seek unencumbered Volume Cap from another community. To entice a home rule community to transfer its Volume Cap to a project in another community, often a transfer fee was offered by the beneficiaries of the transfer. One of the last acts of President Clinton, however, was to increase the amount of Volume Cap available and, since this increase occurred in the supply of Volume Cap, few entities are now willing to pay a transfer fee.

Village Experience

Since becoming home rule, the Village has never itself issued a Private Activity Bond to any local business. That said, within a few years of becoming home rule, one local business did express interest in securing a private activity bond from the Village. Ultimately, however, this business decided to seek a bank loan instead. Various bond fees and the relatively small size of the Village bond amount were indicated as reasons that made a bank loan more attractive. While the Village has not directly issued a Private Activity Bond, the Village has transferred on several occasions its Volume Cap to other entities

for their issuance. Attached is a summary of these transfers. As indicated in this summary, until 2003, the Village was able to secure a transfer fee in transferring our Volume Cap to another entity. Between 2003 and 2011, the Village only transferred its Volume Cap twice and this was without any transfer fee to fund region-wide first time homebuyer programs. In 2012 and 2013, the Village transferred its Volume Cap to the Upper Illinois River Valley Development Authority (UIRVDA). These transfers to UIRVDA provide the Village with a 1% transfer fee paid at closing, if the funds are used by UIRVDA. To date, these transferred Volume Caps have not been activated by UIRVDA and no fee has yet been paid the Village.

Current Request

For 2014, the Village's Volume Cap is \$1,265,600, and UIRVDA has again requested the Village to transfer its Volume Cap. UIRVDA is a development agency created by the state legislature which serves the following eight Illinois Counties: Bureau; Grundy; Kane; Kendall; LaSalle; Marshall; McHenry; and Putnam. To date, no other entity or agency has requested the Village's 2014 Volume Cap.

As part of their request for Village Volume Cap, UIRVDA has again agreed to charge, at closing, a 1% Village transfer fee (\$12,656) and remit this to the Village should the Village's Volume Cap be used by UIRVDA in a project (this would be in addition to their own charge of 0.8%). UIRVDA also has agreed to transfer back to the Village our Volume Cap amount, until September 2014, if the Village found a project we wanted to fund after our transfer to UIRDA. UIRVDA is desirous of pooling Volume Cap from other communities and, by helping them pool Volume Cap, they have indicated that in the future should we need additional Volume Cap for a project, they would be willing to tap into their pooled resources to fund our project.

Village Action

In past years, transferring the Village's Volume Cap has been considered by the Economic Development Commission, and the Commission has typically unanimously recommended such action, as it did in 2013 in the transfer to UIRVDA. The State of Illinois requires Village Board action no later than May 1st, and the Commission has no currently scheduled meetings that would allow for the Commission to consider this matter and for Village Board to take action prior to the May 1st deadline. Given this deadline, the Commission was advised and members indicated no objection with this item being sent directly to the Village Board for action. Staff recommends the transfer.

Attached for approval is the proposed Ordinance prepared by the Village Attorney which would transfer the Village's 2014 Volume Cap to UIRVDA.

FINANCIAL IMPACT:

Revenue of \$12,656 to the Village, should the transferred Volume Cap be used.

DOCUMENTS ATTACHED:

1. Proposed Ordinance Transferring Volume Cap
2. Summary of Volume Cap Transfers
3. 2014 UIRVDA Transfer Letter Request

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the reallocation of unused 2014 Private Activity Bond volume cap allocation to the Upper Illinois Valley Development Authority.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014-____

**AN ORDINANCE AUTHORIZING REALLOCATION
OF UNUSED PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION**

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 AUTHORIZING REALLOCATION
OF UNUSED PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION**

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

WHEREAS, the Internal Revenue Code of 1986 provides that the amount of private activity bonds which may be issued by the Village as a constitutional home rule unit of local government is equal to its population multiplied by \$100.00; and

WHEREAS, the Illinois Private Activity Bond Allocation Act (30 ILCS 345/1 *et seq.*) provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency or unit of local government any portion of its unused allocation of private activity bond volume cap; and

WHEREAS, the Village has available its Year 2014 private activity bond volume cap (***“Unused Volume Cap Allocation”***) and desires to use the Unused Volume Cap Allocation in cooperation with the Upper Illinois River Valley Development Authority (***“UIRVDA”***) to support projects that will create jobs and expand the Village’s tax base; and

WHEREAS, the UIRVDA has executed a letter of agreement providing the terms of use by the UIRVDA of the Unused Volume Cap Allocation, including among other things the transfer of the Unused Volume Cap Allocation back to the Village under certain circumstances and collection of a one percent fee from borrowers (***“Letter of Agreement”***), which Letter of Agreement is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**;

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. REALLOCATION TO UIRVDA OF UNUSED VOLUME CAP ALLOCATION. The Village hereby reallocates to the Upper Illinois River Valley Development Authority the Village’s Unused Volume Cap Allocation in the amount of \$1,265,600.00. The Unused Volume Cap Allocation being reallocated to the UIRVDA must be used to support projects that will provide job opportunities and new investments.

SECTION 3. RATIFICATION AND AUTHORIZATION OF LETTER OF AGREEMENT. The President and Board of Trustees hereby ratify the execution of the Letter of Agreement by the Village Manager. Further, the Village Manager is hereby authorized to enter into transfer fee arrangements as the Village deems in its best interests.

SECTION 4. MAINTAINING RECORDS. The Village Finance Director is hereby authorized and directed to maintain a proper record of the reallocation for the term of the bonds issued pursuant to the Unused Volume Cap Allocation.

SECTION 5. NOTICE. The Village President is hereby directed to provide notice of the reallocation authorized by this Ordinance to the Office of the Governor.

SECTION 6. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 7. 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.

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

#11009090_v4

LETTER OF AGREEMENT

VILLAGE PRESIDENT
Gerald C. Turry

VILLAGE CLERK
Beryl Herman

VILLAGE MANAGER
Timothy C. Wiberg



TRUSTEES
Ronald S. Cope
Lawrence A. Elster
Craig L. Klatzco
Nicholas T. Leftakes
Jesal B. Patel, Sr.
Renee Sprogis-Marohn

March 20, 2014

Mr. Andrew Hamilton
Executive Director
Upper Illinois River Valley Development Authority
P. O. Box 13112
Springfield, IL 62791

Re: Letter of Agreement Regarding Transfer and Use of Lincolnwood Volume Cap Allocation

Dear Mr. Hamilton:

The Village of Lincolnwood is willing to consider adoption of an ordinance authorizing the transfer of the Village's unused 2014 private activity bond volume cap allocation in the amount of \$1,265,650 (the "*Lincolnwood Volume Cap Allocation*") to the Upper Illinois River Valley Development Authority (UIRVDA) generally on the terms set forth in your letter to Mayor Turry dated March 4, 2014, and specifically subject to the following terms:

1. If at any time on or before September 1, 2014, and for any reason, the Village requests that the UIRVDA transfer the Lincolnwood Volume Cap Allocation back to the Village, then the UIRVDA will promptly, properly, and without any conditions undertake and complete that transfer.
2. Each time the UIRVDA utilizes the Lincolnwood Volume Cap Allocation, then the UIRVDA will require the borrower to pay a transfer fee at the bond closing totaling one percent of the amount of Lincolnwood Volume Cap Allocation used in that transaction. the UIRVDA will remit that transfer fee to the Village within five business days after the closing.

If you agree to the terms of this Letter of Agreement, then please sign this letter in the space provided below and return the signed copy to me. The Village President and Board of Trustees will then promptly consider adoption of an ordinance effecting transfer of the Lincolnwood Volume Cap Allocation.

Sincerely,

Timothy Wiberg, Village Manager

Acknowledged and agreed to:
Upper Illinois River Valley Development Authority

Andrew Hamilton, Executive Director



TREE CITY USA

VILLAGE OFFICES • 6900 N. LINCOLN AVENUE • LINCOLNWOOD, ILLINOIS 60712 • 847-673-1540 • FAX: 847-673-9382
WWW.LINCOLNWOODIL.ORG



**Village of Lincolnwood
Transfer of Home Rule Volume Cap
Private Activity Bonds
Historical Summary**

YEAR	Transferred to	Fee Basis	Fees Assessed	Volume Cap
1998	Tinley Park	1% transfer fee (1/2 paid at transfer & ½ paid at closing plus \$800 attorney fees	\$ 6,470	\$ 567,100
1999	Benton (Irwin Berkley)	1% transfer fee (1/2 paid at transfer & ½ paid at closing plus \$800 attorney fees	\$ 6,471	\$ 567,100
2000	IHDA for Quincy Project	2% (all paid at transfer) plus \$800 attorney costs	\$12,077	\$ 563,850
2001	Danville for Mt. Prospect Project	2.5% (all paid at transfer) plus \$800 attorney costs	\$15,096	\$ 709,563
2002	Benton then redirected to IHDA (Irwin Berkley)	1% (1/2 paid at transfer and ½ paid at closing or within 12 months, plus \$100 attorney costs	\$10,270	\$ 926,925
2003	NONE			
2004	NONE			
2005	NONE			
2006	IHDA (1 st Time Home Buyer Program)	NONE	NONE	\$ 968,080
2007	NONE			
2008	City of Aurora (80 Community 1 st Time Homebuyer Program	NONE	NONE	\$1,015,325
2009	NONE			
2010	NONE			
2011	NONE			
2012	UIRVDA	1% transfer fee paid at closing	\$11,906.50	\$1,196,050
2013	UIRVDA	1% transfer fee paid at closing	\$12,013.70	\$1,201,370



633 LaSalle Street ♦ Suite 401 ♦ Ottawa, IL 61350 ♦ Tel: 866-325-7525 ♦ www.uirvda.com

March 4, 2014

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

Dear Village President Turry:

The Upper Illinois River Valley Development Authority (UIRVDA) respectfully requests consideration for the transfer of your 2014 Home Rule Volume Cap to UIRVDA for economic development and housing projects. We have mutually benefited from working with other communities that have allowed UIRVDA to successfully issue over \$251,820,000 in bonds that have created over 2,841 jobs.

UIRVDA has developed relationships with home rule communities and other regional development authorities in working together to accommodate the Volume Cap needs of their projects. Some years, UIRVDA has more projects than Volume Cap and other years we have more Volume Cap than projects. At the end of the calendar year, Volume Cap can be carried forward for three years, but once carried forward, it can no longer be transferred. We have developed a mutually beneficial relationship between communities, counties and other regional development authorities to graciously share this valuable resource for the benefit of the region. We feel it is fair to help a neighbor that has helped us in the past. The rising tide raises all of the boats.

As you may be aware, home rule communities receive a direct allocation in 2014 equal to their population times \$100. The 2014 State of Illinois Allocation guidelines identify Lincolnwood's population at 12,656, so your 2014 Volume Cap Allocation is \$1,265,600. You are required to obligate this allocation by May 1st of each calendar year or it automatically goes back to the State of Illinois for reallocation to other entities in June of each calendar year. If the Village of Lincolnwood would consider passing an ordinance transferring their 2014 allocation to UIRVDA prior to May 1st, then UIRVDA would be able to keep this cap until December 31st. This action would allow the Village to maintain control of their Volume Cap past May 1st.

UIRVDA is interested in serving in this capacity in order to develop a relationship with home rule communities to be able to trade cap in up and down years. We respectfully request if you have no need for the cap by September 1st that you allow us to use it to benefit the residents of UIRVDA. If the Village is interested, I have taken the liberty of enclosing a draft ordinance for you to review as well as a draft letter to the Governor's Office. I am available to meet with any village official you wish regarding this matter. Please call me at 866-325-7525 if you have any questions. Please send a copy of any correspondence to: UIRVDA Chicago, 1608 W. Belmont Ave, suite 203, Chicago, IL 60657-3048. Thank you.

Sincerely,

Andrew Hamilton
Executive Director

DRAFT

Date

Office of the Governor
Governor's Office of Management and Budget
603 Stratton Building
Springfield, IL 62706

Attention: Debt Management Unit

Re Issuer: Village of Lincolnwood

Total 2014 Volume Cap Allocation: \$1,265,600

Volume Cap Allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2014:

1. Principal Amount of Issue:	0
Bond Description	N/A
2. Total Allocation Granted or Reallocated:	\$1,265,600
Reallocated to:	Upper Illinois River Valley Development Authority

See attached ordinance.

Sincerely,

DRAFT

ORDINANCE
A SPECIAL ORDINANCE AUTHORIZING THE CEDING
OF PRIVATE ACTIVITY
BONDING AUTHORITY

WHEREAS, the Internal Revenue Code of 1986 provides that the amount of private activity bonds which may be issued by the Village of Lincolnwood (“Village”) as a constitutional home rule unit is equal to its population multiplied by \$100.00; and

WHEREAS, the Illinois Private Activity Bond Allocation Act (30 ILCS 345/1 et seq.) provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency any portion of its unused allocation of volume cap; and

WHEREAS, the Village of Lincolnwood has available year 2014 volume cap and desires to utilize this cap in cooperation with the Upper Illinois River Valley Development Authority (UIRVDA) to support the projects that will create jobs and expand the Village’s tax base;

NOW THEREFORE, be it ordained by the Village Council of the Village of Lincolnwood, Illinois:

Section 1. Consent to Reallocate to UIRVDA. The Village hereby agrees to reallocate to the Upper Illinois River Valley Development Authority its 2014 private activity volume bonding cap in the amount of \$1,265,600. Said private activity volume bonding cap shall be used to support projects that will provide job opportunities and new investments.

Section 2. Letter of Agreement. The Village Finance Director is hereby authorized to execute a letter of agreement with UIRVDA consenting to such allocation on behalf of the Village as authorized.

Section 3. Maintaining Records. The Village Finance Director is hereby authorized to maintain such record of the allocation for the term of the bonds issued pursuant to such allocation.

Section 4. Notice. The Village President shall provide notice of such allocation to the Office of the Governor.

Section 5. Effective Date. This ordinance shall be effective from and after its passage.

Signed: Village President

Passed

Attest: Village Clerk

Approved

Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Resolution Granting an Extension of the Period of Validity for a Variation Granted for 6643 Tower Circle Drive

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On October 15, 2013, the Village Board approved Ordinance No. 2013-3073. This Ordinance approved a Zoning Code setback variation requested by Ruby A. Serritella Revocable Trust for a proposed two-story addition along the northern side of the existing structure at 6643 Tower Circle Drive. The granted setback variation was to permit the proposed addition to be located approximately 4.83 feet from the north side lot line.

Pursuant to the Zoning Code, for the variation to remain valid, either the related building permit or certificate of occupancy must be issued within 180 days of the date the variation was approved. The property owner has not as of yet applied for a building permit for the addition and the current variation expiration date is April 13, 2014.

The Zoning Code authorizes the Village Board to grant a one-time, 180-day extension to the validity period of the variation granted, or in this case, to October 10, 2014, for the related building permit to be issued. Attached is a letter from Matthew G. Holmes, attorney for James Serritella, Trustee of the Ruby A. Serritella Family Trust, requesting this time extension.

Staff has no objection to this time extension and pursuant to the request, recommends its approval. Attached is the proposed Resolution, prepared by the Village Attorney, which would grant this requested time extension for the variations granted of an additional 180 days, to October 10, 2014, as requested.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Request Letter

RECOMMENDED MOTION:

Move to approve a resolution granting an extension of the period of validity for the variation granted at 6643 Tower Circle Drive.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

**A RESOLUTION APPROVING THE EXTENSION OF THE PERIOD OF VALIDITY
OF A VARIATION GRANTED FOR 6643 TOWER CIRCLE DRIVE**

WHEREAS, the Ruby A. Serritella Family Trust ("**Owner**") is the record title owner of the property commonly known as 6643 Tower Circle Drive in the Village ("**Property**"); and

WHEREAS, on October 15, 2013, the Village President and Board of Trustees approved Ordinance No. 2013-3073 ("**Variation Ordinance**"), granting one variation for a two-story addition to the existing single-family home on the Property ("**Variation**"); and

WHEREAS, pursuant to Section 5.18(1) of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Variation is valid for 180 days from the date of approval of the Variation Ordinance, unless a building permit or certificate of occupancy is obtained for the Property; and

WHEREAS, as of the date of adoption of this Resolution, no building permit or certificate of occupancy has been obtained for the Property; and

WHEREAS, the Owner has submitted a request pursuant to Section 5.18(1) of the Zoning Ordinance for a 180-day extension of the period during which the Variation is valid ("**Extension Request**"); and

WHEREAS, the Village President and Board of Trustees have determined that the Owner has shown good cause for the Extension Request, and have determined that it will serve and be in the best interest of the Village to grant the Extension Request and extend the period of validity of the Variations for 180 additional days;

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. EXTENSION OF DEADLINE. Pursuant to Section 5.18(1) of the Zoning Ordinance and the home rule powers of the Village, the Village President and Board of Trustees shall, and do hereby, extend the period of validity for the Variation until October 10, 2014. In the event that a building permit or certificate of occupancy is not obtained for the Property on or before October 10, 2014, the Variation shall automatically become null and void and of no force or effect.

SECTION 3. EFFECTIVE DATE. The Village President and Board of Trustees declare that the extension granted pursuant to Section 2 of this Resolution shall be in full force and effect after its passage and approval as provided by law.

PASSED this ____ day of April, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of April, 2014.

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

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

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

LAW OFFICES

STORINO, RAMELLO & DURKIN

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March 18, 2014

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BRIAN W. BAUGH
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ERIN C. MORIARTY
ADAM R. DURKIN

JOSEPH G. KUSPER
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II

OF COUNSEL

IN REPLY REFER TO FILE NO.

Mr. Tim Clarke
Community Development Director
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Re: 6643 Tower Circle Drive
Lincolnwood, IL
Variation Ordinance Number 2013-3073

Dear Mr. Clarke:

Please be advised that our office represents James Serritella, Trustee of the Ruby A. Serritella Family Trust which owns the property commonly known as 6643 Tower Circle Drive, Lincolnwood, Illinois (the "Subject Property"). Mr. Serritella respectfully requests that the Board of Trustees of the Village of Lincolnwood grant a 180-day extension on the zoning variation, Ordinance Number 2013-3073, approved on October 15, 2013, for the completion of the planned elevator addition project on the Subject Property. This request is made pursuant to Chapter 5.18(1) of the Municipal Code of Lincolnwood.

The extreme weather this winter has created operational challenges that have delayed construction of the planned elevator improvement on the property as contemplated by the subject variation. In addition, Mr. Serritella is in the process of considering an additional construction project on his home which would only be financially feasible if performed in conjunction with the planned elevator improvement. Mr. Serritella and his architects are working diligently to acquire a building permit for the site, and they anticipate completing the construction project in spring of 2014.

Please let me know if there are any questions regarding this project, and thank you in advance for your attention in this matter.

Very truly yours,
STORINO, RAMELLO & DURKIN



Matthew G. Holmes

Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Adopting a Text Amendment to Section 2.02 Definitions of "Fence Material, Unacceptable" and Section 3.13 Fences and Natural Screening

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the March 18, 2014 Village Board meeting, the Village Board considered the recommendation of the Plan Commission concerning a Text Amendment to the Zoning Code concerning polyvinyl chloride (PVC) as a permitted fence material. This consideration was directed by the Village Board in September 2013 after considering a fence variation sought to permit a PVC fence at 3719 West North Shore Avenue.

In considering this matter, the Plan Commission was unanimous in their conclusion that PVC fences are appropriate and the Commission recommended that the Village Code be amended to allow fences comprised of PVC with certain restrictions and regulations. Staff noted that since the Commission recommendation was made, staff has received contractor concerns regarding the condition requiring metal reinforced posts and recommended that this condition be eliminated.

Upon consideration, at its March 18, 2014 meeting, by a 6-0 vote, the Village Board moved to concur with the Plan Commission recommendation with the elimination of the metal reinforced posts requirement and directed the Village Attorney to prepare the requisite Ordinance. Attached for consideration is this proposed Ordinance prepared by the Village Attorney consistent with this direction of the Village Board.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance to amend Section 2.02 and Section 3.13 of the Zoning Code to permit polyvinyl chloride fences subject to certain restrictions.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014-_____

**AN ORDINANCE AMENDING SECTIONS 2.02 AND 3.13 OF
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING FENCES**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF APRIL, 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 AMENDING SECTIONS 2.02 AND 3.13 OF
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING FENCES

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

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

WHEREAS, Section 3.13 of the "Village of Lincolnwood Zoning Ordinance," as amended ("***Zoning Ordinance***"), regulates the installation and maintenance of fences within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 2.02 and 3.13 of the Zoning Ordinance concerning the use of Trex and polyvinyl chloride (PVC) in fences ("***Proposed Amendments***"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on December 20, 2013, the Village Plan Commission conducted a public hearing on November 6, 2013, December 4, 2013, February 5, 2014 and February 26, 2014, concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendments; and

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

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

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

SECTION 2. DEFINITIONS. Section 2.02 of Article II of the Zoning Ordinance is hereby amended further to read as follows:

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

"2.02: DEFINITIONS.

* * *

FENCE MATERIAL, UNACCEPTABLE: Materials such as concrete block, cinder block, plank lumber over six inches in width, scrap lumber, scrap materials, barbed wire (except at the top of a fence in an M District where not abutting a residential lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials (except as otherwise permitted pursuant to Section 3.13 of this Ordinance), exterior insulation finish systems, combinations of materials, "chicken wire mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in rear and side yards only, square wire farm fence, in residential zones welded wire fence with members less than 1/2 inches in diameter, fabric, burlap, plastic sheets (except approved synthetic composite materials), wood and plastic snow fence, rubble and debris and open fences with obstructions."

SECTION 3. FENCE MATERIALS. Section 3.13 of Article III of the Zoning Ordinance is hereby amended further to read as follows:

"3.13: FENCES AND NATURAL SCREENING.

* * *

- (6) Materials and appearance. The following regulations shall apply to all fences erected, constructed, installed, or replaced, after the effective date of this Zoning Ordinance.
- a. Fencing shall not be painted or stained bold, harsh, or disruptive patterns or combinations of colors. All paint or stain used on fencing material shall be compatible with the paints and stains used on the structures on the lot where the fence is located and the fences and structures in the surrounding neighborhood.
 - b. Chain link fence installed in a residential district shall be color-coated in black, dark bronze, dark green or any other dark color as approved by the Zoning Officer. Uncoated or galvanized chain link fences shall not be installed in residential districts on or after the effective date of this Section 3.13. However, this regulation shall not apply to chain link or open-mesh-type fences accessory to public parks, municipal recreation areas, public schools, and municipal or governmental property.
 - c. Unacceptable natural screening is not permitted.

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

d. No fence may be composed of any Unacceptable Fence Material; provided, however, that fences may be composed of the following materials;

i. Trex; or

ii. Polyvinyl chloride (PVC), but only in compliance with the following;

A. The PVC must be made from a single batch of PVC resin and additives (i.e. mono-extrusion);

B. The PVC must include ultraviolet inhibitors;

C. The posts and horizontal components of the fence must have a minimum thickness of 0.120 inches;

D. The bottom rails of the fence must include internal metal rails for reinforcement;

E. The fence must include routed-in pickets and posts; and

F. The fence may not be a solid fence."

* * *

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

[SIGNATURE PAGE FOLLOWS]

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

PASSED this ____ day of April, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of April, 2014.

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

ATTESTED and FILED in my office this
____ day of April, 2014.

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

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

Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Authorizing the Village Manager to Accept a Proposal and Execute an Amendment to the Village's Electricity Supply Agreement

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On April 5, 2011 a referendum was approved by Village residents to allow the Village to move forward with an electrical aggregation program to seek competitive bids for electrical supply rates for residents and small retail customers and to conduct an opt-out program. An opt-out program meant that unless eligible residents or small retail customers chose to opt-out of the program they would automatically be moved over to the new supplier.

The Village Board directed staff to move forward with a joint bid process with the Villages of Grayslake and Oakbrook. This was due to the fact that they also had approved referendums and had similar electric load capacities to the Village.

On October 6, 2011 bids were received from five electrical supply companies. On October 18, 2011 the Village Board approved a two year agreement with Integrys Energy Services, Inc. ("Integrys") for a residential rate of 5.52¢/kWh and a small retail customer rate of 5.45¢/kWh. This rate was a 30% savings over Com-Ed's rate at the time. The agreement was scheduled to expire on December 31, 2013.

On August 20, 2013 the Village Board extended the agreement with Integrys through May 2014 for a rate of 5.52 ¢/kWh for residential customers and 5.45 ¢/kWh for small retail customers.

ComEd's rate release has been delayed until the middle of May 2014. The Village's current contract with Integrys is scheduled to expire May 31, 2014. In order for staff to have the necessary time to bid new rates and compare them to ComEd's new rates the current contract with Integrys must be extended. If the Village does not extend the current contract with Integrys once the contract expires all accounts under Integrys will be moved back to ComEd and per the Illinois Commerce commission (ICC) rules the accounts will be put on a one year hold and cannot seek an alternative supplier during that time. It was noted that the extension with Integrys will result in an increased rate due to the current costs for supply and delivery of electricity. In addition, the extended agreement will not offer the price match guarantee with ComEd's rate as it did in the past but it will offer no cancellation fee so residents and small business owners can leave the contract at any time with no penalty.

On March 18, 2014 at the Committee of the Whole meeting the Village Board directed staff to extend the agreement with Integrys through September 2014. Electricity rates may change from day to day and even from hour to hour due to the electricity volume demand. Therefore, the price proposal from Integrys is only secured for a 24 hour period; as such the Village Manager will need to have the authority to execute the amendment to the agreement.

Upon approval of the Resolution and amendment to the agreement pricing will be received from Integrys on April 2, 2014 at which time the Village Manager will review the proposal and execute it, should it be acceptable. Staff will then proceed to solicit request for qualifications (RFQ) from electrical supply vendors with the intent to develop a pre-qualified vendor list. This list will be contacted once ComEd's rates are released so that prices may be solicited for the supply of electricity.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Amendment

RECOMMENDED MOTION:

Move to approve a Resolution approving a second amendment to an agreement with Integrys Energy Services, Inc. for the provision of electricity for the Village's electricity aggregation program, and authorizing the Village Manager to accept bids for the provision of electricity for the program.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

**A RESOLUTION APPROVING A SECOND AMENDMENT TO AN AGREEMENT
WITH INTEGRYS ENERGY SERVICES, INC., FOR THE PROVISION OF
ELECTRICITY FOR THE VILLAGE'S ELECTRICITY AGGREGATION PROGRAM,
AND AUTHORIZING THE VILLAGE MANAGER TO ACCEPT BIDS
FOR THE PROVISION OF ELECTRICITY FOR THE PROGRAM**

WHEREAS, pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("**Act**"), on June 16, 2011, the Village President and Board of Trustees adopted Ordinance No. 2011-2953, authorizing the establishment of an opt-out program for the aggregation of electrical loads of residential and small commercial retail customers in the Village ("**Electricity Aggregation Program**"); and

WHEREAS, the Village has entered into an agreement with Integrys Energy Services, Inc., of De Pere, Wisconsin ("**Integrys**"), dated October 21, 2011, for the provision of electricity for the Electricity Aggregation Program ("**Original Agreement**"), which Original Agreement has been amended pursuant to that certain First Amendment dated August 20, 2013 ("**First Amendment**") (the Original Agreement and the First Amendment are, collectively, the "**Supply Agreement**")

WHEREAS, pursuant to Section 5.1 of the Supply Agreement, the Supply Agreement will expire in May 2014; and

WHEREAS, the Village and Integrys now desire to extend the term of the Supply Agreement for four additional months, through September 2014 ("**Extension Period**"), and to amend the Supply Agreement, pursuant to Sections 5.1 and 10.3 of the Supply Agreement, to extend the term of the Supply Agreement for the Extension Period ("**Second Amendment to Agreement**"); and

WHEREAS, Integrys must solicit bids in the wholesale electricity market in order to establish a price for the electricity to be provided by Integrys for the Electricity Aggregation Program for the duration of the Extension Period; and

WHEREAS, the Village anticipates that upon the receipt of bids received by Integrys for the electricity to be provided for the Electricity Aggregation Program for the duration of the Extension Period, the Village will be required to decide whether to accept a price for that electricity prior to the next regularly scheduled meeting of the Village Board of Trustees; and

WHEREAS, in order to preserve the ability of the Village to obtain the best possible price for the electricity to be provided by Integrys for the Electricity Aggregation Program for the duration of the Extension Period, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to authorize the Village Manager to execute, on behalf of the Village: (i) the Second Amendment to

Agreement; and (ii) all documentation necessary to establish a price for the electricity to be provided by Integrys for the Electricity Aggregation Program for the duration of the Extension Period;

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 SECOND AMENDMENT TO AGREEMENT. The Second Amendment to Agreement by and between the Village and Integrys is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF SECOND AMENDMENT TO AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Second Amendment to Agreement upon receipt by the Village Clerk of at least one original copy of the Second Amendment to Agreement executed by Integrys; provided, however, that if the executed copy of the Second Amendment to Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4. AUTHORIZATION TO EXECUTE ELECTRICITY CONTRACT.

A. The President and Board of Trustees hereby authorize the Village Manager to execute, on behalf of the Village, all documentation necessary to establish a price for the electricity to be provided by Integrys for the Electricity Aggregation Program for the duration of the Extension Period.

B. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any documentation to establish a price for the electricity to be provided by Integrys for the Electricity Aggregation Program for the duration of the Extension Period. In the event that the Village Manager determines, in his discretion, that the bids received for the electricity to be provided by Integrys for the Electricity Aggregation Program for the duration of the Extension Period are not favorable to the Village or to the residential and small commercial retail customers within the Village, then the Village Manager is hereby authorized to reject all of the bids on behalf of the Village.

SECTION 5. 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 April, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of April, 2014.

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

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

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

#28822300_v1

EXHIBIT A

Second Amendment to Agreement

**SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE VILLAGE OF LINCOLNWOOD AND
INTEGRYS ENERGY SERVICES, INC. TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND
RELATED SERVICES FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM**

This Second Amendment ("Second Amendment") to the Agreement By And Between The Village Of Lincolnwood And Integrys Energy Services, Inc. To Provide Full-Requirements Electricity Supply And Related Services For The Village's Electric Aggregation Program, fully executed by the Parties as of October 21, 2011, as amended by that certain First Amendment to the Agreement dated as of August 20, 2013 ("Supply Agreement"), which Second Amendment is dated as of April 1, 2014 ("Effective Date"), is hereby made by and between Integrys Energy Services, Inc. ("Supplier") and the Village of Lincolnwood ("Village"). Supplier and the Village are sometimes hereinafter referred to individually as a "Party" and collectively as "Parties".

WHEREAS, the Parties desire to extend the Term of the Supply Agreement through the first meter read on or after September, 2014; and

WHEREAS, the Parties desire to amend the Price at which the Supplier will provide the Services in accordance with the Supply Agreement, as provided in Exhibit C-1 to this Second Amendment;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree mutually as follows as of the Effective Date:

1. Recitals. The foregoing recitals are incorporated in this Second Amendment by this reference.
2. Amendments to Section 5.1 of the Supply Agreement. The first sentence of Section 5.1 of the Supply Agreement is hereby amended as follows: (a) the phrase "twenty eight (28) consecutive monthly billing periods" is hereby deleted and replaced with the phrase "thirty-two (32) consecutive monthly billing periods"; and (b) the phrase "expires on the first meter read on or after May, 2014 for the Participating Customers" is hereby deleted and replaced with the phrase "expires on the first meter read on or after September 1, 2014 for the Participating Customers".
3. Amendment to Exhibit C to the Supply Agreement. Exhibit C of the Agreement is hereby deleted in its entirety and replaced with Exhibit C-1 to this Second Amendment. After the Effective Date of this Second Amendment, all references to "Exhibit C" in the Supply Agreement shall be construed to refer to Exhibit C-1 of this Second Amendment.
4. Additional Opt-Out Process in April 2014. In order to accomplish the extension indicated in Section 2 of this Second Amendment, the Parties agree that Supplier shall conduct an additional Opt-Out Process, as provided in Section 4.2.1 of the Supply Agreement, in April 2014 for the Participating Customers, which will extend the Participating Customers (other than the Space Heat Eligible Customers) at the Prices detailed in Exhibit C-1 to this Second Amendment.
5. Compliance with Plan of Governance. The Parties agree and intend that the modifications made to the Supply Agreement herein are consistent with and not in violation of the Plan of Governance.
6. Counterpart Execution. This Second Amendment may be executed and delivered in counterparts (including facsimile transmission or attachment to electronic mail transmission), each of which will be

deemed an original and all of which together will constitute one and the same instrument, provided that this Second Amendment will not be effective unless both Parties have executed a counterpart.

7. Authorization. By signing below, each individual additionally warrants that he or she is authorized to sign this Second Amendment on behalf of the Party for which it was executed.

8. Continuation of Supply Agreement. Except as expressly amended in this Second Amendment, the terms and provisions of the Supply Agreement remain in full force and effect. To the extent that there is a conflict between the terms of the Agreement and the terms of this Second Amendment as to the Term, the Price, and the additional opt-out process described in Section 4 of this Second Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, this Second Amendment has been duly executed as of the dates set forth below.

SUPPLIER:
Integrus Energy Services, Inc.

VILLAGE:
Village of Lincolnwood, IL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C-1

PRICE

Through May 2014 Billing Period

June-September 2014 Billing Periods

Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Variation from Section 3.13 of the Zoning Code to Permit a Replacement Fence Comprised of an Unacceptable Fence Material at 3719 West North Shore Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the October 1, 2013 Village Board meeting, the Village Board tabled this matter to the April 1, 2014 Village Board meeting. The Village Board, therefore, should first remove this matter from the table in order to consider it.

Since this matter was tabled, the Village Board has approved a Village Code change to allow fences constructed out of PVC material with certain standards and conditions. Staff is currently awaiting a determination from the petitioner whether their proposed PVC fence meets these standards and conditions or alternatively, whether they wish to proceed with a variation request. The material below was first presented to the Village Board for its September 3, 2013 meeting.

The petitioner, Ms. Lee Glickman, is seeking to install a replacement fence in the rear yard of the property at 3719 West North Shore Avenue. The proposed fence is manufactured from custom-blended polyvinyl chloride (PVC). The Zoning Code defines Unacceptable Fence Material as follows (underline added for emphasis):

"FENCE MATERIAL, UNACCEPTABLE

Materials such as concrete block, cinder block, plank lumber over six inches in width, scrap lumber, scrap materials, barbed wire (except at the top of a fence in an M District where not abutting a residential lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials, exterior insulation finish systems, combinations of materials, "chicken wire mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in rear and side yards only, square wire farm fence, in residential zones welded wire fence with members less than 1/2 inches in diameter, fabric, burlap, plastic sheets (except approved synthetic composite materials), wood and plastic snow fence, rubble and debris and open fences with obstructions."

The proposed PVC fence is considered a plastic or synthetic fence and is, therefore, prohibited. Except for this unacceptable material, the proposed fence complies with all Village bulk regulations including location, design, and height for the applicant's rear yard fence.

Public Hearing

At the Zoning Board of Appeals (ZBA) August 21, 2013 meeting, the ZBA considered the hardship presented by Ms. Glickman and the appropriateness of the proposed fence material. Staff supplemented the staff report by advising the ZBA of a similar fence variation granted by the Village Board at the beginning of 2008 (the Zoning Code was comprehensively updated and was adopted in November 2008). In December 2007, the then combined PC/ZBA considered a fence variation to permit a plastic fence at 3521 West Arthur Avenue. The PC/ZBA unanimously recommended that the fence variation to permit a plastic fence (and other variations) be denied. Notwithstanding this recommendation, in February 2008, the Village Board approved an Ordinance granting a variation to permit the proposed fence to be constructed of an unacceptable fence material (plastic).

Ms. Glickman stated that the proposed fence material is more durable than any of the fence materials permitted by the Zoning Code. Ms. Glickman added that she has replaced two wooden fences that have not withstood inclement weather, and that her property is exposed to the elements as the railroad right-of-way is immediately adjacent to her property. Ms. Glickman indicated that she has frequently experienced snow accumulating against her wooden fences which she believes accelerated the deterioration of those fences. Ms. Glickman added that the fence comes with a transferable life-time warranty which speaks to its durability.

Commissioners O'Brien, Gordon, and Nickell stated that the proposed fence material should be permitted by the Zoning Code since it is both durable and attractive. Commissioner O'Brien stated that "plastic" fences have improved in quality in the past five to 10 years and that the Village should allow these types of fences. Commissioner Gordon added that the fence at 3521 West Arthur Avenue has remained in good repair and is in the best shape of other fences in the area.

Chairman Malkin and Commission Grant were opposed to the granting of the variation because the applicant had not satisfactorily demonstrated a hardship to merit granting a variation. Chairman Malkin stated that the ZBA does not have the authority to disregard regulations but rather to consider whether the hardships, as identified by the Zoning Code, have been met. Chairman Malkin added that his opinion on the durability and attractiveness of the proposed fence material is immaterial as PVC is an unacceptable fence material.

Ms. Linda Kirshner, Ms. Glickman's daughter and Lincolnwood resident, was present on behalf of the applicant and indicated the fence material should be permitted in Lincolnwood. No other testimony was received at the ZBA meeting.

Recommendation

By a 3-2 vote, the Zoning Board of Appeals recommends approval of the request for relief to permit a replacement fence to be comprised of PVC, a material indicated by the Code as an unacceptable fence material. By a separate vote of 4-1, the ZBA recommends the Village Board consider referring to the Plan Commission for consideration, a Text Amendment to review the definition of Unacceptable Fence Materials.

FINANCIAL IMPACT: None

DOCUMENTS ATTACHED:

1. ZBA Report of August 21, 2013
2. August 21, 2013 ZBA Minutes (Draft)
3. ZBA Packet – August 21, 2013
 - a. Staff Report to ZBA
 - b. Residential Zoning Variation Application
 - c. Proof of Ownership
 - d. Plat of Survey
 - e. Proposed Fence Information

RECOMMENDED MOTION:

Move to concur with a recommendation of the Zoning Board of Appeals to approve a request for a variation to permit a replacement fence comprised of an unacceptable fence material at the property commonly known as 3719 West North Shore Avenue and to refer to the Plan Commission consideration of a Text Amendment to the definition of Unacceptable Fence Material.

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

Date of ZBA meeting: August 21, 2013

ZBA members present: Paul Gordon, Paul Grant, Christopher Nickell, Kathy O'Brien and S.J. Malkin

Also present: Development Manager/Zoning Officer Aaron Cook

Petition of Lee Glickman for variation from Sections 2.02 and 3.13 of the Zoning Code to replace an existing wood fence with a polyvinyl chloride (PVC) fence in the rear yard of the property at 3719 W. North Shore Avenue

Petitioner, Lee Glickman, appeared on her own behalf.

Nature of the Petition

Petitioner seeks to replace her existing wood fence in the rear yard of her property (which was installed approximately nine years ago) with a custom-blended polyvinyl chloride (PVC) fence. Section 2.02 (Definitions) of the Zoning Code includes "plastic or synthetic materials" as an unacceptable fence material. Petitioner testified that her residence is on a corner lot adjacent to an alley and to railroad right-of-way which subjects her fence to greater exposure to the weather, and that, as a result, the existing and a prior wood fence have, despite her maintenance efforts, rotted and required replacement. She further testified that the proposed fence would be far more durable than a wood fence and that, moreover, the proposed fence would have a lifetime warranty which would be transferrable to subsequent owners.

Issue Presented for Review

The issue, therefore, is whether Petitioner has demonstrated a sufficient hardship so as to justify the requested variation.

Conclusion and Recommendations of ZBA

Zoning Officer Aaron Cook pointed out that the reason for prohibiting fences made of plastic or synthetic material is primarily a matter of aesthetics. However, he noted that in 2007 (the year prior to enactment of the current Zoning Code), the Village Board granted a variation for a plastic fence on the property at 3521 W. Arthur Avenue, even though the then existing zoning code contained identical language prohibiting plastic and synthetic fences and the then ZBA/Plan Commission voted unanimously to deny that variation. (There is nothing in the text of the ordinance granting that variation which explains the nature of the hardship in that case.) Zoning Officer Cook also noted that a fence material consisting of a hybrid material of wood and plastic, known as Trex, has previously been determined by the Village to be acceptable, but Petitioner indicated no desire to erect a fence with that material.

Members Kathy O'Brien, Paul Gordon and Christopher Nickell expressed the opinion that the

proposed PVC fence should be permitted since it would be both durable and attractive, and the material which constitutes such a fence has been improved considerably in recent years. The fact that the Village Board had, as noted above, previously approved a plastic fence, albeit prior to the current Zoning Code, was a significant factor in their decision.

Chairman Malkin and Member Paul Grant were opposed to granting the variation for the following reasons: 1) Section 2.02 of the Zoning Code specifically prohibits plastic or synthetic materials from being used in fences, and the ZBA does not have the authority to amend or ignore the provisions of the Zoning Code, so that if there is to be a change regarding plastic or synthetic fences, only the Village Board could do so; 2) In order to be granted a variation from the applicable provision of the Zoning Code, Petitioner must demonstrate that a hardship is unique to her property and “would not be applicable generally to other property within the same Zoning District”, which is a required condition for a variation as provided in Section 5.14(5)c of the Zoning Code. Clearly, the reason given by Petitioner for the requested variation (i.e. durability of plastic as opposed to a wooden fence material) would apply to wood fences throughout the Village; 3) Other than Petitioner’s own statement, no evidence was presented to show that the location of Petitioner’s property near the railroad right-of-way would cause the fence to be more subject to deterioration. (In fact, there is a thick row of trees and vegetation between the railroad right-of-way and Petitioner’s property which would appear to provide substantial protection from wind and snow emanating from the right-of-way.); 4) Finally, as to the granting in 2007 by the Village Board, without explanation in the ordinance, of the variation for a plastic fence, Chairman Malkin expressed the opinion that such precedent would have been significant if that variation were allowed after the adoption of the current Zoning Code in 2008, since in his view granting such variation without identifying the hardship involved would be tantamount to amending that provision of the Zoning Code. Notwithstanding the foregoing rationale, Chairman Malkin stated that he would have no objection to the proposed PVC fence if the Zoning Code did not explicitly disallow such fences.

(Note: Linda Kirshner, a Lincolnwood resident present at the hearing, stated her opinion that the proposed fence should be permitted.)

Thereupon, on motion duly made and seconded, by a vote of 3 to 2 (Chairman Malkin and Member Paul Grant dissenting), ZBA recommends that the requested variation to permit the proposed PVC fence be granted.

However, in light of the above disagreement among the ZBA members, by a vote of 4 to 1 (Member Paul Grant dissenting), ZBA recommends that the Village Board consider referring the issue to the Plan Commission for a recommendation as to whether Sections 2.02 and 3.13 of the Zoning Code should be amended so as to permit PVC fences on residential properties.

S.J. Malkin, Chairman

MINUTES OF AUGUST 21, 2013
MEETING OF THE LINCOLNWOOD
ZONING BOARD OF APPEALS (ZBA)

DRAFT

The regular meeting of the Zoning Board of Appeals was called to order on August 21, 2013 at 7:00 p.m. In attendance were Paul Gordon, Paul Grant, Christopher Nickell, Kathy O'Brien and S.J. Malkin.

Also present: Community Development Manager/Zoning Officer Aaron Cook

Chairman Malkin then called for any comments or corrections regarding the minutes of the last ZBA meeting on July 17, 2013 and, there being none, on motion duly made and seconded, the minutes were unanimously approved.

A public hearing was then held on the petition of Lee Glickman for variation from Sections 2.02 and 3.13 of the Zoning Code to replace an existing wood fence in the rear yard of the property at 3719 W. North Shore Avenue with a custom-blended polyvinyl chloride (PVC) fence. After discussion, by a vote of 3 to 2 (Chairman Malkin and Member Paul Grant dissenting), ZBA recommended that the requested variation be granted. Further, by a vote of 4 to 1 (Member Paul Grant dissenting), ZBA recommended that the Village Board consider referring the issue to the Plan Commission for a recommendation as to whether Sections 2.02 and 3.13 of the Zoning Code should be amended so as to permit PVC fences on residential properties.

(For details, see report filed by Chairman Malkin)

Chairman Malkin then announced that the next meeting of ZBA will be held on September 18, 2013.

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

Sherwin J. Malkin, Chairman



Staff Report

Zoning Board of Appeals

August 21, 2013

Subject Property:

3719 West Northshore Avenue

Zoning District: R3 Residential

Petitioner: Lee Glickman - Property Owner

Requested Action: Variation sought to Article III, Section 3.13 of the Zoning Code to permit a replacement fence comprised of an unacceptable fence material.



Nature of Request: The property owner is seeking a variation in order to install a custom-blended polyvinyl chloride fence in the rear yard of the single-family property. The proposed fence material is categorized as plastic which is an unacceptable fence material as per the Zoning Code.

Notification: Notice in Lincolnwood Review dated August 1, 2013, Public Hearing Sign Installed at 3719 West Northshore Avenue, and Mailed Legal Notices Dated July 29, 2013 to Properties within 250 Feet.

Summary of Request

The property owner seeks approval of a replacement fence in the rear yard of the property commonly known as 3719 West Northshore Avenue. The proposed fence is manufactured from custom-blended polyvinyl chloride (PVC). This type of fence would be considered a plastic and/or synthetic fence. The Zoning Code defines Unacceptable Fence Material as (underline added for emphasis):

“FENCE MATERIAL, UNACCEPTABLE

Materials such as concrete block, cinder block, plank lumber over six inches in width, scrap lumber, scrap materials, barbed wire (except at the top of a fence in an M District where not abutting a residential lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials, exterior insulation finish systems, combinations of materials, "chicken wire

mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in rear and side yards only, square wire farm fence, in residential zones welded wire fence with members less than 1/2 inches in diameter, fabric, burlap, plastic sheets (except approved synthetic composite materials), wood and plastic snow fence, rubble and debris and open fences with obstructions.”

The property owner has indicated that the proposed fence is more durable than two prior wooden fences that have been installed on the property. As a result, the property owner seeks a variation to permit this fence type as a solution to ongoing weathering issues experienced with the two wooden fences. Staff has not received any phone calls regarding the requested variation.

Related Village Action

Since the update of the Zoning Code in November 2008, there have not been any requests for relief from the Zoning Code relative to fence materials. Staff understands that during Village consideration of appropriate fence materials the composite fence product Trex was determined to be acceptable. This material is a wood and plastic hybrid material. While this hybrid material includes plastic, it has not been categorized as a plastic material and thusly is permitted.

Documents Attached

1. Residential Zoning Variation Application
2. Proof of Ownership
3. Plat of Survey
4. Proposed Fence Information



VILLAGE OF LINCOLNWOOD
Community Development Department

Public Hearing Application
Variations

SUBJECT PROPERTY

Property Address: 3719 W. NORTH SHORE AVE. LINC. 60712-3752

Permanent Real Estate Index Number(s): 10-35-313-015-0000

Zoning District _____ Lot Area: _____

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

Home, Detached Garage, Fence.

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

If yes, describe: _____

REQUESTED ACTION

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

PROJECT DESCRIPTION

Describe the Request and Project: Replacement of existing fence. Request approval to install fence manufactured from custom-blended polyvinyl chloride (PVC) w/ Titanium Dioxide for strength, sun protection, rain or snow.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s):

Name: (List all beneficiaries if Trust): LEE GLICKMAN

Address: 3719 W. North Shore

Telephone: (471) 673-⁸⁴⁸⁵ Fax: () _____ E-mail Address: _____

Petitioner (if different from owner):

Name: _____ Relationship to Property: _____

Address: _____

Telephone: () _____ Fax: () _____ E-mail Address: _____

REQUIRED ATTACHMENTS*

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 ☐

*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.

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:

COST REIMBURSEMENT REQUIREMENT

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: Lee Glickman

Address: 3719 W. North Shore

City, State: Lincolnwood, IL 60462

ATTESTMENT AND SIGNATURE

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

PETITIONER (If different than property owner)

Lee Glickman 7/17/13

Signature Date

Signature Date

LEE GLICKMAN
PRINT NAME

PRINT NAME



VILLAGE OF LINCOLNWOOD COMMUNITY DEVELOPMENT DEPARTMENT

VARIATION STANDARDS

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

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

The height (4') location (side and rear) and open design are consistent with the zoning ordinance.

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

Our corner lot is adjacent to the alleyway and R.R. property. During the harsh winter months, wind and snow have caused deterioration and rotting of wooden fences despite being painted and maintained. As a result, I have had to replace TWO fences!

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

Due to the unique juxtaposition of our home and the parallel alleyway and R.R. property right-of-way, these conditions would not generally be applicable to other property within the same zoning district.

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

Pursuant to the disintegration of not one but two wooden fences, I set out to find not only a reputable contractor, but a proven, contemporary material for a new fence.

In the 2013 edition of 'Best Pick Reports' by Esco Research, I found "Golden Fence" as a Rated company which has been a "Best Pick" 3 years in a row.

(over please) →

VARIATION STANDARDS (continued)

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

The hardship is caused strictly by location and weathering.

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

This variation will be neither detrimental nor injurious to persons or property.

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

Yes.

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

True.

PAY ONLY THIS AMOUNT
\$ 1,540.79

BY 08/01/12 (on time)

2011 Second Installment Property Tax Bill

Return to VB Agenda

Property Index Number (PIN) 10-35-313-015-0000 Volume 130 Code 24015 Tax Year 2011 (Payable In) (2012) Township NILES

IF PAID LATE 08/02/12 - 09/01/12
\$ 1,563.90

IF PAID LATE 09/02/12 - 10/01/12
\$ 1,587.01

IF PAID LATE 10/02/12 - 11/01/12
\$ 1,610.12

TAX CALCULATOR



THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF:
\$ 1,425.44 ON 02-07-12
PAY THIS BILL AT COOKCOUNTYTREASURER.COM OR ANY CHASE BANK.

LATE PENALTY
IS 1.5% PER MONTH,
BY STATE LAW.

Property location and classification for this PIN

3719 NORTH SHORE AVE

LINCOLNWOOD IL 60712 3752

Property Classification 2-34

Taxing District	2011 Tax	2011 Rate	2011 %	Pension	2010 Tax	2010 Rate
MISCELLANEOUS TAXES						
North Shore Mosquito Abatement	3.65	0.010	0.12%		3.28	0.009
Metro Water Reclamation District	116.69	0.320	3.93%	6.56	99.92	0.274
Lincolnwood Public Library	120.34	0.330	4.06%	4.01	105.39	0.289
Miscellaneous Taxes Total	240.68	0.660	8.11%		208.59	0.572
SCHOOL TAXES						
Oakton Community College Dist 535	71.48	0.196	2.41%		58.35	0.160
Community High School District 219	1,059.00	2.904	35.70%	47.77	925.53	2.538
School District 74	1,106.41	3.034	37.30%	21.15	972.21	2.666
School Taxes Total	2,236.89	6.134	75.41%		1,956.09	5.364
MUNICIPALITY/TOWNSHIP TAXES						
Village of Lincolnwood	274.60	0.753	9.26%	76.21	241.05	0.661
Road & Bridge Niles	0.00	0.000	0.00%		0.00	0.000
General Assistance Niles	1.82	0.005	0.06%		1.46	0.004
Town Niles	13.49	0.037	0.45%		11.67	0.032
Municipality/Township Taxes Total	289.91	0.795	9.77%		254.18	0.697
COOK COUNTY TAXES						
Cook County Forest Preserve District	21.15	0.058	0.71%	0.36	18.60	0.051
Consolidated Elections	9.12	0.025	0.31%		0.00	0.000
County of Cook	81.33	0.223	2.75%	33.18	83.14	0.228
Cook County Public Safety	58.71	0.161	1.98%		41.21	0.113
Cook County Health Facilities	28.44	0.078	0.96%		29.90	0.082
Cook County Taxes Total	198.75	0.545	6.71%		172.85	0.474
(Do not pay these totals)	2,966.23	8.134	100.00%		2,591.71	7.107

2010 Assessed Value	34,780
2011 Property Value	347,800
2011 Assessment Level	X 10%
2011 Assessed Value	= 34,780
2011 State Equalization Factor	X 2.9706
2011 Equalized Assessed Value (EAV)	= 103,317
2011 Local Tax Rate	X 8.134%
2011 Total Tax Before Exemptions	= 8,403.80
Homeowner's Exemption	- 488.04
Senior Citizen Exemption	- 325.36
Senior Assessment Freeze Exemption	- 4,624.18
2011 Total Tax After Exemptions	= 2,966.23
First Installment	1,425.44
Second Installment	+ 1,540.79
Total 2011 Tax (Payable In 2012)	= 2,966.23

RABBI IRVING GLICKMAN
3719 W NORTH SHORE AVE
LINCOLNWOOD IL 60712-3752

IF YOUR TAXES ARE PAID BY MORTGAGE ESCROW, BE SURE NOT TO DOUBLE PAY.

Proof of Ownership

NEED OFFER FOR YOUR RECORDS

PLAT OF SURVEY

[Return to VB Agenda](#)

- DY -

of

[illegible]

North

RAILWAY.

NORTH SHORE AVENUE

SEE NOTE
NO 6

Aug. 3717

11500 14th St. N. LAYNDALE AVE.

CHICAGO & NORTHWESTERN

PUBL.:

ONE(1) OFF
STREET PARKING
ONE(1) OFF CONCESSION

SEE NOTE ALLEY
No. ③



SHAF HOME BUILDERS, INC.

[illegible]

Before Lums, a dog shown begins are budding best shown
in the "regarding" condition also. Contact local authorities for
budding loss established by local ordinances.

Please check Local Description with Dads; also compare all
notes before budding and report ANY DISCREPANCY IM-
MEDIATELY

State of Illinois
County of Cook
GEORGE B. HANCOCK & ASSOCIATES, INC. "HANSBERRY" TRUST
attorneys for the above named parties, do hereby certify that the
above instrument is the original, executed instrument and that the said
instrument is a true and correct reproduction of the original.
WITNESSED my hand and the seal of said firm, this 10th day of
February, 1965.
GEORGE B. HANCOCK & ASSOCIATES, INC.
By [Signature] Secretary

1841 W. Rookery Circle
Round Lake, IL 60073

PROPOSAL & CONTRACT

GOLDEN FENCE, CO.

Residential • Commercial • Industrial • Free Estimates • Fully Insured

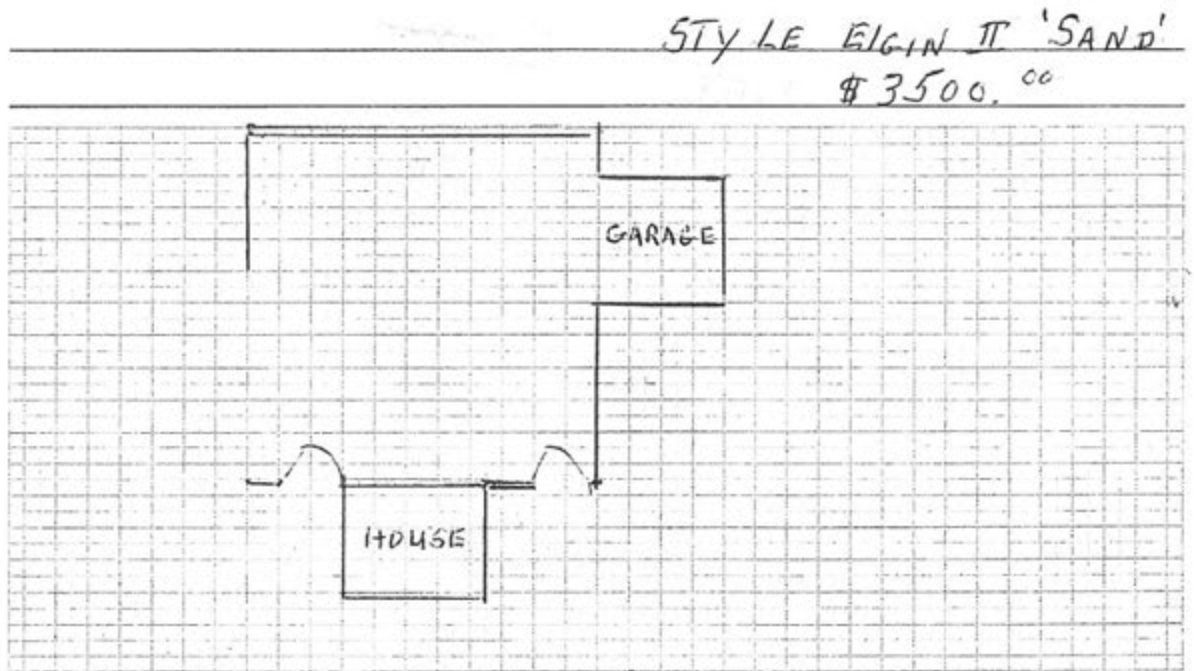
Bus: 847.740.9744 • Bus: 815.385.5664 • Fax: 815.385.5690

Return to VB Agenda
Chain Link
All Types of Fencing

Date _____ Contact _____
Customer Name _____ Job Address _____
Address _____ City _____ Zip Code _____
City _____ Zip Code _____ Cross Street _____
Home Phone _____ Office Phone _____ Directions _____
County _____ Sub-Division _____

NO. OF FEET	HEIGHT 4'
GAUGE	GALVANIZE WIRE
FRAMEWORK GALVANIZED	VINYL WIRE COLOR
LINE POSTS	TOP RAIL
WALK GATES	DRIVE GATES
END POSTS	CORNER POSTS
GATE POSTS	TENSION WIRE
CONCRETE SET	DIRT SET
PLAT OF SURVEY	STAKES VISIBLE
FOLLOW GROUND	STRAIGHT ON TOP
SPECIAL	
DIRT PICK UP	HAUL AWAY
CONCRETE BREAKS	ASPHALT BREAKS
BRIGHTON COLOR SYSTEM	

FENCE LAYOUT and SPECIFICATIONS



All of the above work to be completed in a substantial and workmanlike manner according to standard premises to start within _____ week(s) for the sum of _____ dollars (\$ _____).

A deposit required of _____ % \$ _____ down upon signing contract and \$ _____ the remaining balance upon completion of installation. **GOLDEN FENCE GUARANTEES ALL MATERIALS TO BE OF THE HIGHEST QUALITY BY LEADING MANUFACTURERS AND ALL WORKMANSHIP TO BE OF THE HIGHEST STANDARDS BY THOROUGHLY SKILLED MECHANICS FOR _____ YEAR(S).**

Contractor is responsible for calling J.U.L.I.E. within 48 hours before installation to mark all underground utilities. An alteration or deviation for the above specifications involving extra cost of materials or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. **ALL MATERIALS REMAIN PROPERTY OF CONTRACTOR, WHO RETAINS THE RIGHT TO REMOVE ALL MATERIALS UNLESS PAID FOR IN FULL. ALL FENCES INSTALLED WITHIN 6" OF PROPERTY LINES-FENCES SET TO PROPERTY STAKES-NOT RESPONSIBLE FOR PROPERTY LINES.** A charge of 25% of cash contract price will be made in case of cancellation of this by property owner or agent, of which he or she agrees to pay upon demand after refusing to allow the work to proceed as within agreed terms. **Golden Fence is not responsible for discoloration of wood from lack of weatherproofing by property owner or agent. This proposal is void if not acceptable within _____ days.**

ACCEPTANCE OF PROPOSAL

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I agree to pay the amount mentioned in said proposal and in accordance with the terms thereof. I agree to pay all costs of collection including attorney fees and interest for sums which may become due under this contract. **Purchaser agrees to obtain any construction permits that may be required and to supply contractor with current plat of survey.**

Signature _____
TERMS: Net _____ days. A 14.2% interest will be added on to the monthly balance until balance is paid in full

Respectfully submitted by: _____

Date _____ 20 _____

WHITE - INSTALLERS COPY

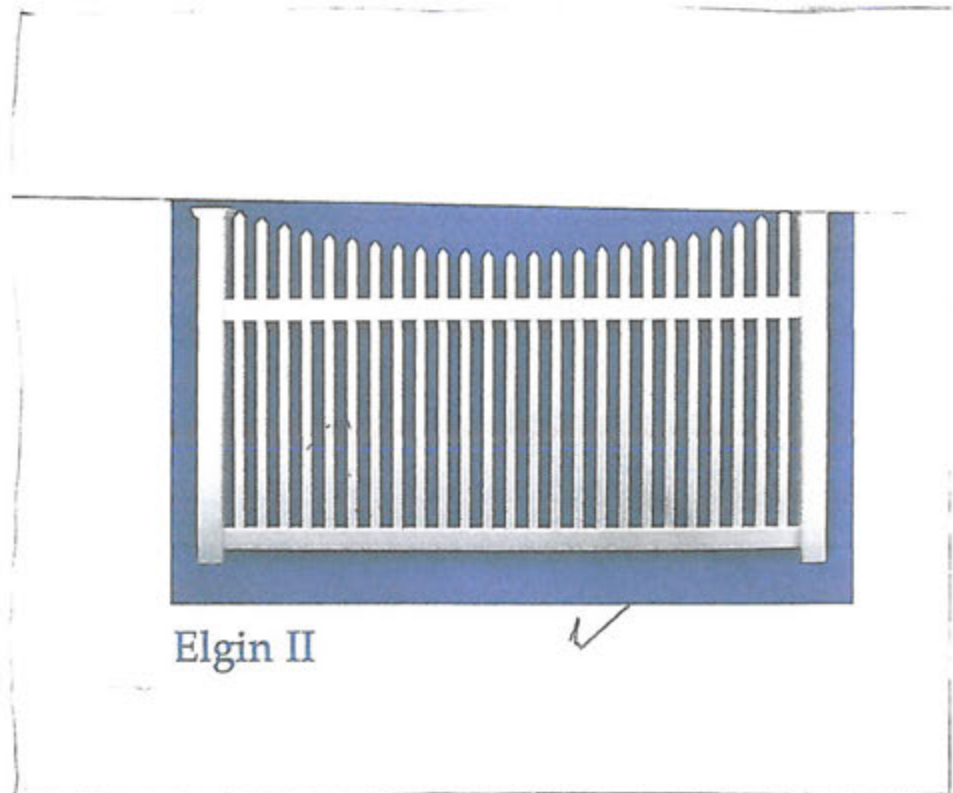
CANARY - CUSTOMERS COPY

PINK - OFFICE COPY

Vinylworks fencing offers you a top quality vinyl fence with a lifetime transferable warranty.

- No Painting
- No Staining
- No Splinters
- Strong & Durable

Enhance your property value and enjoy your low maintenance vinyl fence!



– PERFORMANCE

– QUALITY

– CONFIDENCE

Vinylworks Fencing is manufactured from custom-blended polyvinyl chloride (PVC) with chemically-balanced ingredients for superior beauty, durability and lasting performance. Our vinyl has Titanium Dioxide (TiO₂) to protect it from the sun and impact modifiers to ensure its flexibility and strength. Vinylworks vinyl maintains its color, gloss and toughness through sun, rain or snow!

Fences

Northern Chicago



Golden Fence

773-840-5016

"We strive to work with every customer, identify their specific needs, and provide the solution that's right for them, not just right for us. We do the best work, using the best materials." - Eric Aguilar, Owner

Company Information:

- **Services Offered:** Golden Fence offers the installation and repair of wood, chain-link, PVC, ornamental iron, vinyl, and aluminum fences for both residential and commercial customers. The company also performs emergency repairs and offers free estimates.
- **Company History:** Eric Aguilar founded the locally owned-and-operated company in 2004. With more than 25 years of industry experience, Eric continues to play a primary role in the day-to-day operations of the company.
- **Warranty:** Golden Fence offers a two-year warranty on labor.
- **Employee Information:** All of Golden Fence's employees drive marked vehicles. According to the company, it hires only experienced professionals with a history of excellent customer service.

A selection from 215 homeowner reviews:

"Golden Fence is the best. They're great—absolutely great. They were lighting fast, and their quality of work was very good. They built a new fence with two openings for my gates. The workers knew exactly what they were doing, and the cleanup was excellent. I'd say A+."

"As far as I'm concerned, they were absolutely excellent. I've had other fence work done here, and they were far superior to anybody else I've used—far superior in their workmanship, their personality—everything."

"I definitely had a positive experience with Golden Fence. I had them put up a fence, and the overall quality of work is excellent. The fence looks gorgeous. They just walk you through the whole process, and if there are any questions, they ask first instead of later, so that you don't run into problems, which I appreciated."

From the Northern Chicago Ebsco Research Best Pick Reports 2013
Quality Home Services Guide A-rated companies
4th annual edition page 38



Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 8

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.

Nonetheless, because the proceedings of the intergovernmental Joint Review Board (JRB) were still in progress, the Village Board continued this Public Hearing to the Village Board's April 16, 2013 meeting. At the April 16, 2013 meeting, the Village Board took action to again continue this Public Hearing to its June 18, 2013 meeting and then at this June meeting, 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, then to January 21, 2014, and then to March 4, 2014.

At the March 4, 2014 meeting, the Village Board again continued this Public Hearing to its April 1, 2014 meeting, noting this would be the last time the matter would be continued. At its April 1, 2014 meeting, the Village Board should receive any further additional public comment from any person desiring to provide comment on the proposal to create the Devon-Lincoln TIF District. The Village Board is advised that a letter has been received from School District #74's attorney advising of the School District's intent to comment during the hearing on April 1.

Attached are various reference documents previously provided to the Village Board. These include the Urban Land Institute Report and Recommendations for the Devon Corridor; a listing of Potential TIF projects and costs; and a May 14, 2013 Memorandum which summarizes the proceedings of the Joint Review Board and School District #74 initial proposed terms for an intergovernmental agreement. Also included is the proposed Redevelopment Plan and Qualification Report for this proposed District.

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. With the conclusion of the Public Hearing on April 1, 2014, the following currently scheduled Village Board meetings fall within this prescribed time period: April 17; May 6; May 20; June 3; and June 17.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Letter Advising of School District #74 Intent to Comment on April 1, 2014
2. ULI Report and Recommendations for Devon Corridor
3. Potential Devon TIF Projects/Costs
4. Status 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
5. Proposed Draft Redevelopment Plan and Qualification Report
6. JRB June 10 Minutes (Draft)

RECOMMENDED MOTION:

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

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March 17, 2014

VIA EMAIL AND FACSIMILE

Mr. Gerald Turry
Village President
Village of Lincolnwood
Village Hall
6900 North Lincoln Avenue
Lincolnwood, IL 60712

Mr. Timothy C. Wiberg
Village Manager
Village of Lincolnwood
Village Hall
6900 North Lincoln Avenue
Lincolnwood, IL 60712

Re: Devon-Lincoln TIF Hearing

Dear Mayor Turry and Mr. Wiberg:

Based upon the meeting held by the Village Board on March 4, 2014 directing that a final hearing on the Devon-Lincoln TIF will be held on April 1, 2014, on behalf of Lincolnwood School District 74, we will make a presentation on April 1, 2014 which will require approximately one hour of presentation time before the Village Board. It is our understanding that a Committee of the Whole Meeting will be held tomorrow, March 18, 2014, to discuss the TIF.

Please advise as to the disposition of this request after tomorrow's Committee of the Whole Meeting. We shall await your response on this matter. I thank you for your professional cooperation.

Very truly yours,

HINSHAW & CULBERTSON LLP

Anthony Ficarelli

Anthony Ficarelli
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AF:arl

cc: Steven M. Elrod, Holland & Knight
Timothy M. Clarke, Village of Lincolnwood
Scott L. Anderson, Board President, Lincolnwood School District 74
John P. Vranas, Board Secretary, Lincolnwood School District 74
Dr. Joseph F. Bailey, Jr., Superintendent, Lincolnwood School District 74

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.

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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:

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Devon Avenue Corridor

Lincolnwood and Chicago, IL

September 10-11, 2013

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Introduction

The Village of Lincolnwood and the City of Chicago engaged the Urban Land Institute (ULI), through the Chicago Metropolitan Agency for Planning (CMAP), to provide recommendations for redevelopment of a six-block span on Devon Avenue, between McCormick Boulevard to the east and Lincoln Avenue to the west (Figure 1). The inter-jurisdictional Technical Assistance Panel (TAP) was held September 10-11, 2013.

Positioned on the northern border of Chicago, Lincolnwood is a diverse community surrounded by vibrant ethnic neighborhoods. More than half of its approximately 12,000 residents speak a language other than English at home. Its population is mostly upper-middle-class and aging, and many residents hope to age in place as they have lived in Lincolnwood for decades.

Along most of its eastern boundary, the Village is bordered by the North Shore Channel, a man-made canal that is navigable by boat or canoe. The Channel, completed in 1909, along with the nearby railway,

~~Return to VB Agenda~~
spurred initial development in the area, and the Village was incorporated in 1911 with 359 residents. Today the Channel is part of a larger Chicago River Corridor Development Plan and features bike and walking trails that draw residents from across the region. The Channel also forms a natural habitat for a variety of wildlife and migrating birds.

Challenges Facing the Devon Avenue Corridor

The focus of the TAP, a six-block corridor on Devon Avenue, was once a vibrant stretch of retail which has declined in recent years. Two long-time retail businesses that were a main draw for the area — Smart Jewelers and Avenue Fashions—departed two years ago, following their customer base north. Their departure has left a void and drained significant energy from the strip, making it hard to attract new retail. Currently, more than 25% of the storefronts in the corridor are vacant. A new business that was slated for the highly visible northwest corner of Devon

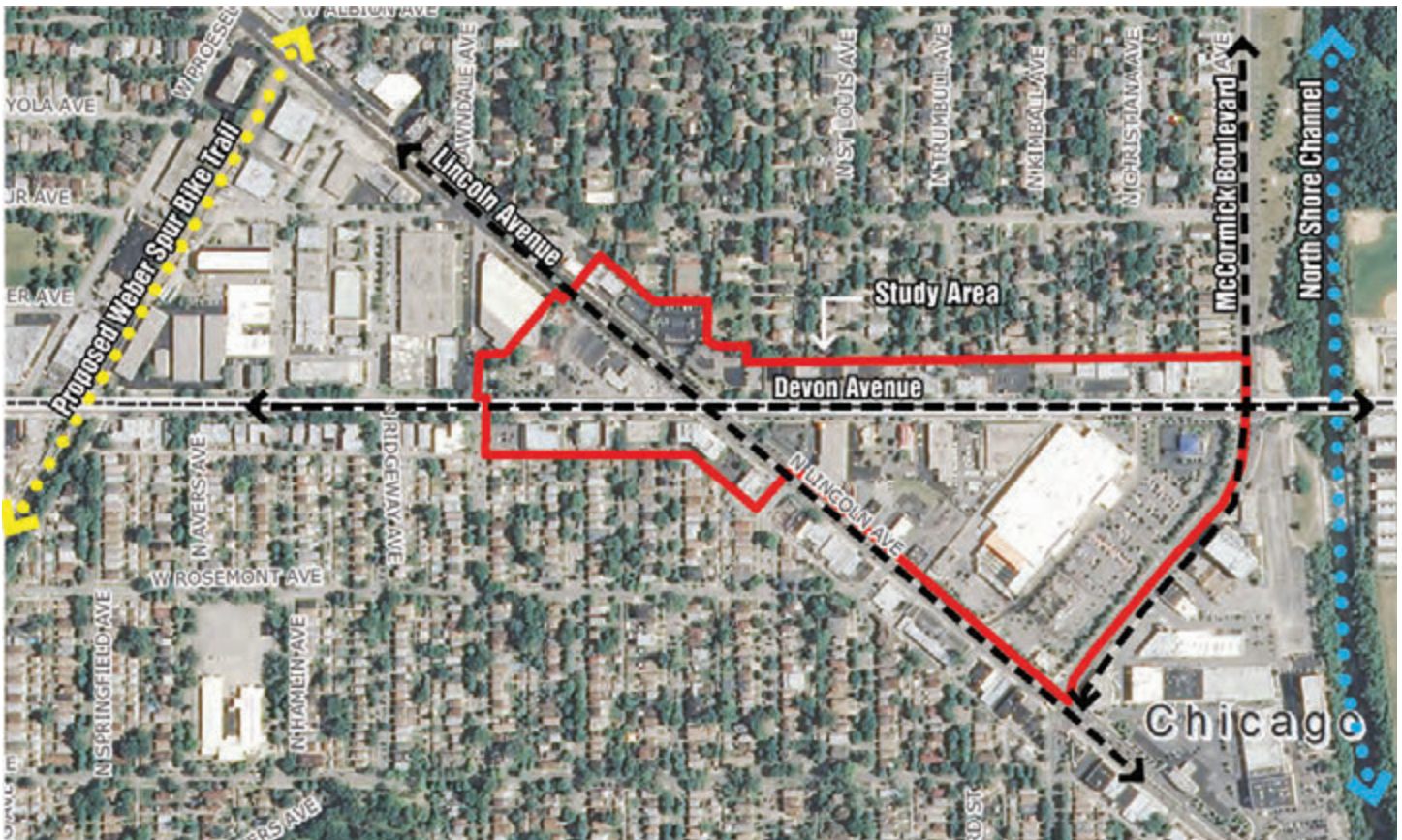


Figure 1: Devon Avenue Corridor Study Area

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 feet 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.



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

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.



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

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.



Vacant private property on Drake Avenue

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.

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 Saugansah 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

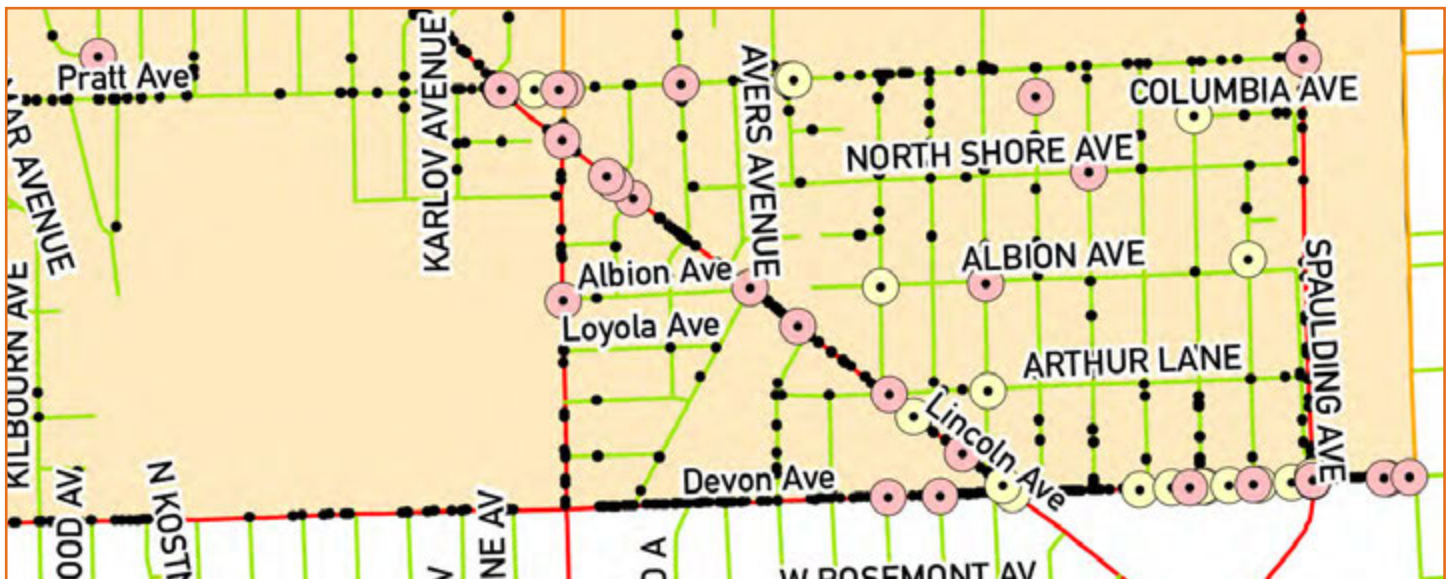


Figure 3: Study Area Crash Map
Prepared by Active Transportation Alliance, Source: IDOT 2006-2011

Reported Crashes 2006 to 2011

- Motor Vehicle Only Crash
- Pedestrian Involved Crash
- Cyclist Involved Crash

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 Saugansah 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.

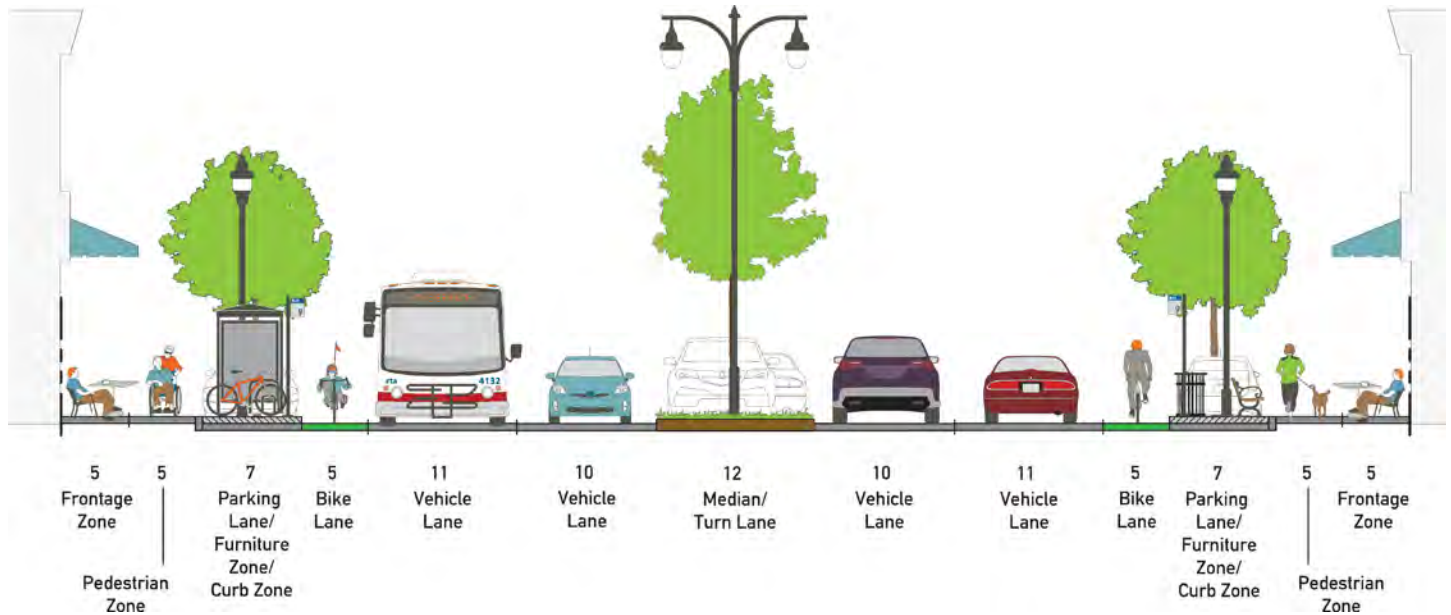


Figure 4: Typical Cross-Section for a Urban Commercial Mixed Use Boulevard

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:

1. Clean up the Area

Encourage current building owners to invest in their own properties to make them more attractive for leasing. In addition, have the Village Public Works Department do an immediate clean-up, focusing on sidewalks, trash, weeds, and other eyesores.

2. Create Gateways

The panel recommends focusing on the corner of Devon and McCormick as the gateway into the Village from the south and the east, and the corner of Devon and Lincoln as a gateway to the north and west. The panel recommends creating gateways as a way to visually bring attention to the transition into the Village and to slow traffic, giving drivers a reason to pause and look around.

The panel further recommends creating a gateway green space on the empty lot owned by the Metropolitan Water Reclamation District (MWRD),

on the east side of McCormick. Because MWRD's preference is to create and maintain developed open space along the Channel, the panel proposes creating a public space that could also be used for a farmer's market or local food trucks. The area is tied directly to the bike trails, which can encourage bikers to stop and explore the Village.

3. Install Public Art

The MWRD lot could be the beginning of several public art displays throughout the Devon corridor, which can be used as an element of continuity in the streetscape. Art is already on display along the bike paths, and there are many nonprofit and commercial organizations anxious to support public art installations. Some of the art could also be functional, such as bike racks or a bus stop. The panel recommends that the art installations begin on the northeast corner of Devon and McCormick, and continue down Devon.

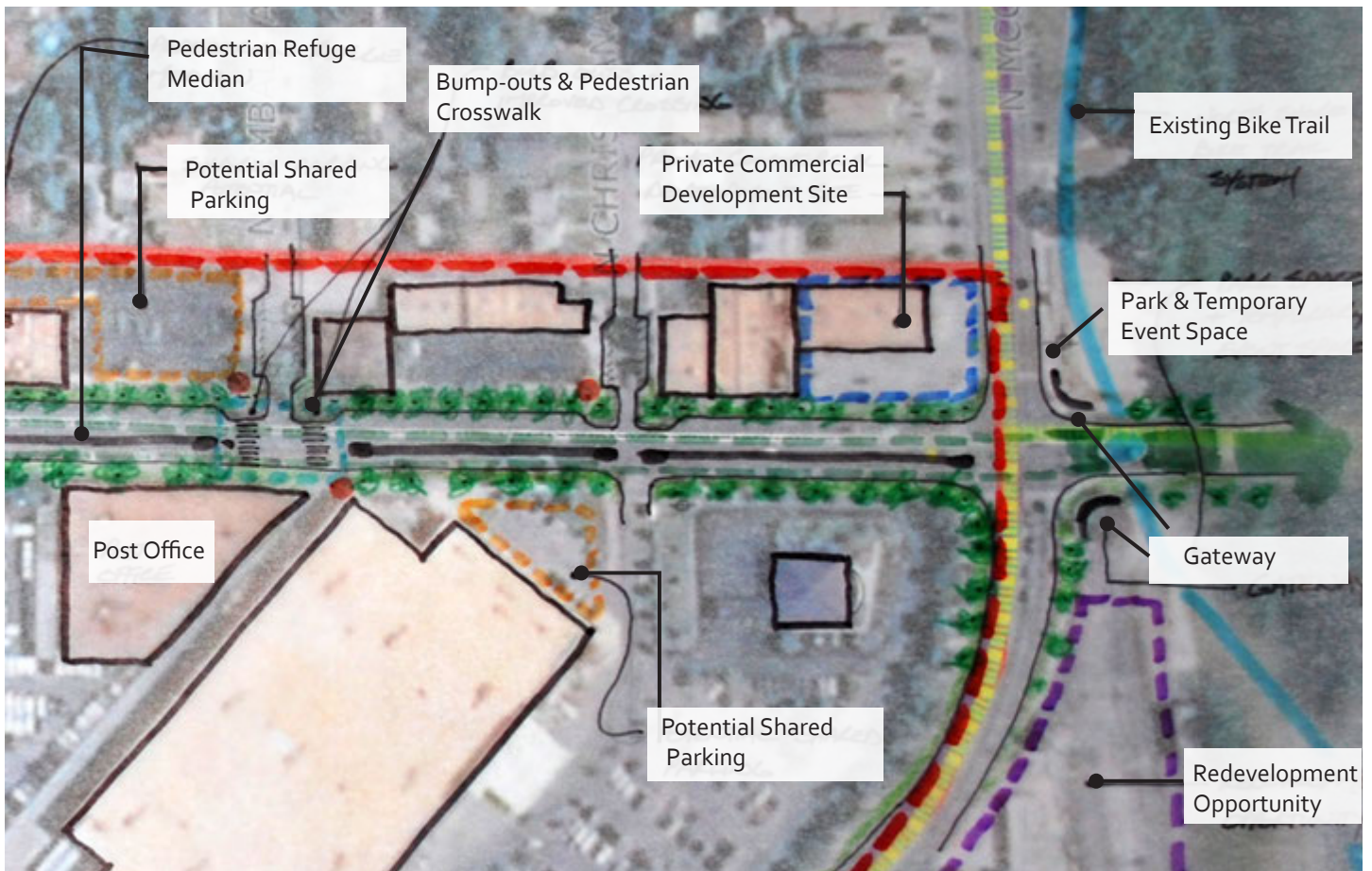


Figure 5a: Redevelopment Sketch for the eastern portion of the study area prepared during the two day panel

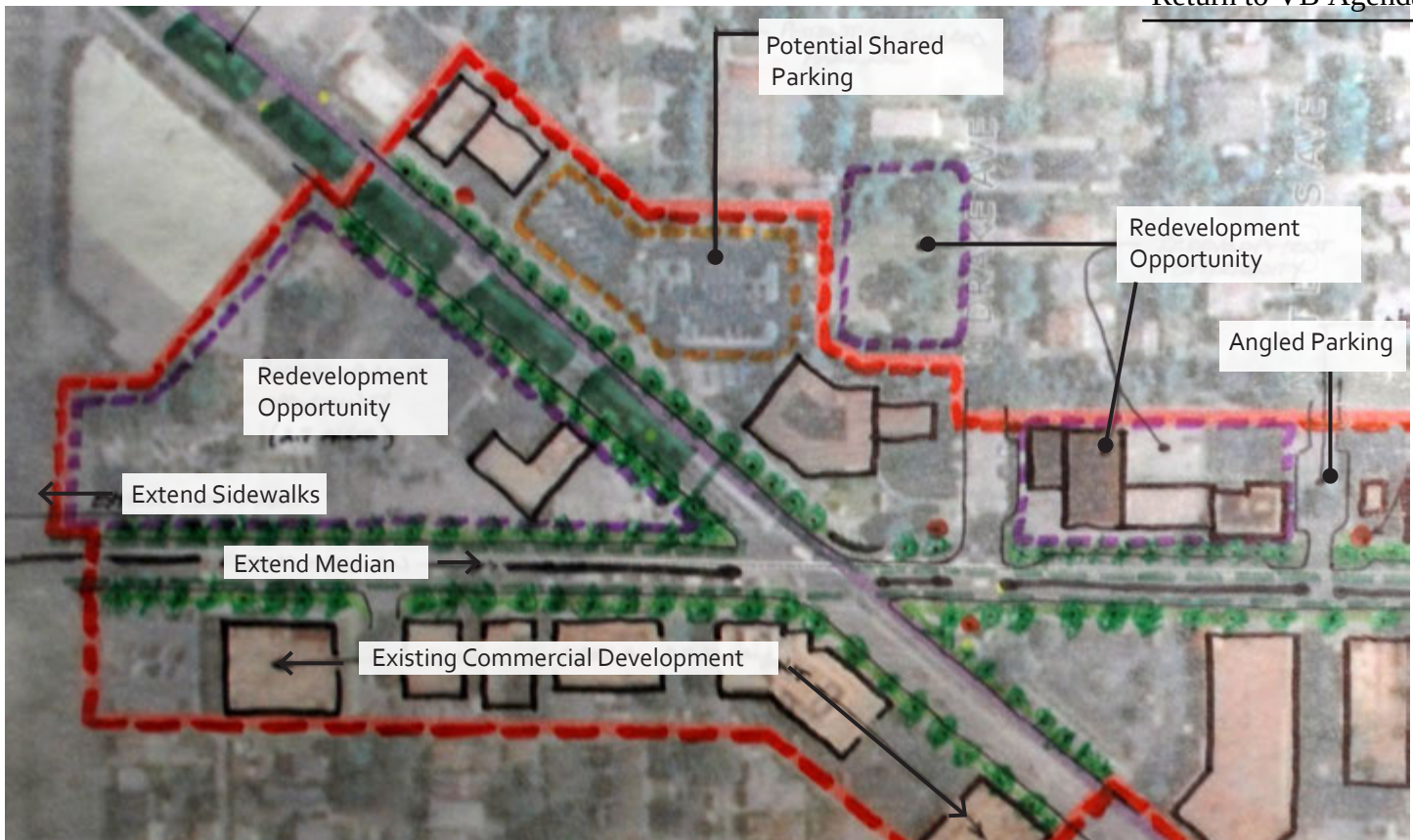


Figure 5b: Redevelopment Sketch for the western portion of the study area prepared during the two day panel

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.

ULI Chicago Technical Assistance Panel Members

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Keith Privett
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Nic Pryor
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Lucas Sivertsen
Village of Wilmette

Shawn Temple
Weston Solutions Green Development

Peter Tortorello
Newcastle Limited

Brandon Whyte
Active Transportation Alliance

Diane Williams
Business Districts, Inc.

Staff Writer

Barbara Ray, Hiredpen, Inc.

Village of Lincolnwood Representatives

Gerald C. Turry
President, Village of Lincolnwood

Timothy Clarke
Director, Department of Community Development

Aaron Cook
Development Manager, Department of Community Development

City of Chicago Representatives

Debra Silverstein
Alderman, 50th Ward, City of Chicago

James Cox
Project Manager, Department of Housing and Economic Development

Benet Haller
Director of Urban Design and Planning, Department of Housing and Economic Development

CMAP Representatives

Bob Dean
Deputy Executive Director for Local Planning

Elizabeth Panella
Associate Planner

Justine Reisinger
Communications Associate

ULI Chicago

Cynthia McSherry
Executive Director

Swasti Shah
Director of Community Engagement

ULI Chicago
1700 West Irving Park Road
Suite 208
Chicago, IL 60613
773-549-4972
773-472-3076 (f)
chicago.uli.org

Chicago Metropolitan Agency for Planning (CMAP)
233 South Wacker Drive
Suite 800
Chicago, IL 60606
312-454-0400
312-454-0411 (f)
cmap.illinois.gov

Potential Devon-Lincoln TIF Area Projects

<u>Estimated Costs</u>	<u>Potential Projects</u>
\$ 7,000,000	Project Assistance for Property Redevelopment
\$ 4,500,000	Lincoln Avenue Streetscape Improvements, Devon to UP RR Crossing Consistent with Lincoln Avenue Streetscape Plan, improvements include parking lane bump outs, reconstructed curbs, bike lanes, improved intersections at Proesel, Arthur and Lawndale; landscaping, new street lights, pavers, and landscaping
\$ 4,400,000	Devon Avenue Streetscape Improvements Treatments similar to Lincoln Avenue Streetscape Plan recommended by ULI
\$ 2,000,000	Water Mains
\$ 2,000,000	Sewers
\$ 1,500,000	Business Triangle Parking Lot Development
\$ 1,500,000	Alley improvements With Permeable Pavers
\$ 1,000,000	Storm Water Detention
\$ 500,000	Parkway Parking Along Side Streets Near Devon Commercial Strip
\$ 500,000	Devon Avenue Storefront Improvements 10 PEP Grants
\$ 100,000	Gateway Signs
\$25,000,000	TOTAL

Memorandum

To: Timothy C. Wiberg
Village Manager

From: Timothy M. Clarke, AICP
Community Development Director

Date: May 14, 2013

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

Background

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

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

School District #74
School District #219
Oakton College

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

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

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

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

Status

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

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

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

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

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

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

1) Touhy-Lawndale TIF District:

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

2) Northeast Industrial District TIF District:

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

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

3) Lincoln-Touhy TIF District:

Similar limitations as noted above for this TIF District

4) Proposed Devon-Lincoln TIF District

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

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

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

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

Attachments

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

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

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

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

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

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

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

b. Proposed Terms relating to the NEID TIF:

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

5. Proposed Devon-Lincoln TIF.

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

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

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



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

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

MEETING MINUTES

Members Present

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

Members Absent

Oakton Community College Representative
Cook County Representative

Village Staff Present

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

Others Present

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

I. Call to Order

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

II. Introduction of Representatives

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

III. Selection of Public Member

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

IV. Selection of Chair

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

V. Review JRB Procedures and Duties

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

VI. Review Proposed Devon-Lincoln TIF Plan & Eligibility

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

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

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

Additional discussion ensued.

VII. Recommendation to Village Board

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

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

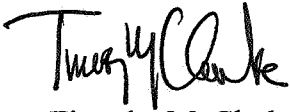
VIII. Public Forum

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

IX. Adjournment

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

Respectfully submitted,



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



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

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

MEETING MINUTES

Members Present

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

Members Absent

Oakton Community College Representative
Cook County Representative

Village Staff Present

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

Others Present

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

I. Call to Order

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

II. Minutes Approval

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

III. Follow-up Questions and Discussion

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

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

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

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

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

IV. Consideration of a Resolution

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

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

V. Next Steps

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

VI Public Forum

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

IX. Adjournment

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

Respectfully submitted,

A handwritten signature in black ink, reading "Timothy M. Clarke". The signature is written in a cursive, flowing style.

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

APPROVED

Return to VB Ag

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

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

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

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

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

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

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

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

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

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

Respectfully Submitted to the Village Board this 6th day of February, 2013,

_____	_____	_____
Chairman,	Aye	Nay
Representative of the Village of Lincolnwood		

_____	_____	_____
Public Member Paul Eisterhold	Aye	Nay

_____	_____	_____
Oakton Community College	Aye	Nay
District #535 Representative		

_____	_____	_____
High School District #219 Representative	Aye	Nay

_____	_____	_____
Lincolnwood School District #74 Representative	Aye	Nay

_____	_____	_____
Lincolnwood Library District Representative	Aye	Nay

_____	_____	_____
Niles Township Representative	Aye	Nay

_____	_____	_____
Cook County Representative	Aye	Nay

APPROVED

Return to B Ag



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 Ficarelli, Attorney for School District #74 & Lincolnwood Library District
Nicholas Greifer, Kane McKenna & Associates
Robert Rychlicki, Kane McKenna & Associates

I. Call to Order

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

II. Minutes Approval

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

III. Follow-up Questions and Discussion

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

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

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

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

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

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

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

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

IV. Consideration of a Resolution

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

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

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

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

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

V. Next Steps

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

VI Public Forum

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

IX. Adjournment

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

Respectfully submitted,



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



APPROVED

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

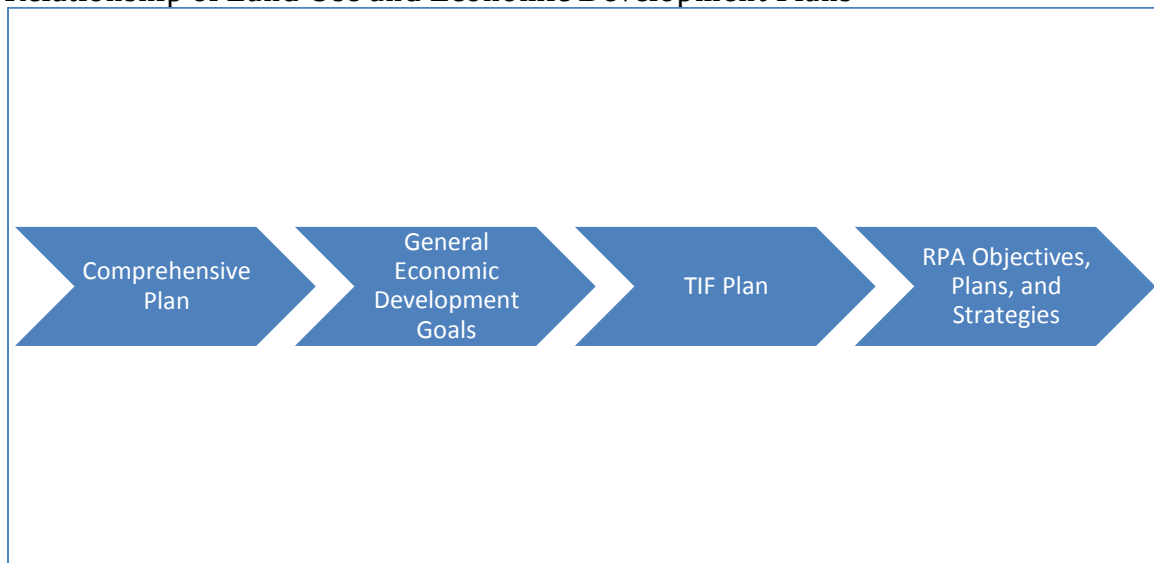
The Redevelopment Project Area legal description is attached in Appendix 1.

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.	• Encourage the location of new or expanding businesses in existing commercial locations that would benefit from redevelopment. • Provide assistance programs for commercial property owners who rehabilitate their properties. • Consider land assembly to facilitate commercial redevelopment. • Expand the number of off-street parking spaces where needed to serve established business areas. • Promote restoration of parkway landscaping where it has been paved over; require restoration of parkway landscaping as properties are redeveloped. • Consider vacating street segments intersecting with Lincoln Avenue, Devon Avenue and other commercial streets, to create larger redevelopment sites, create safer, more efficient traffic patterns and provide better buffers for residential areas.
Maintain viable industrial areas as employment centers	• Identify ways to increase the parking supply in industrial areas. • Upgrade rights-of-way to industrial street standards when undertaking street improvements in industrial areas. • Upgrade the image of Lincolnwood's industrial areas through coordinated improvement programs.
Reduce land use conflicts between residential and non-residential uses.	• Augment development requirements for buffering and landscaping between residential and non-residential uses. • Encourage creative ways to provide parking and enhance landscaping of private property. • Require on-site provisions for stormwater detention, encouraging underground detention where appropriate, with respect to new commercial and industrial development.
Establish and maintain a positive community identity along arterial streets.	• Establish appearance review standards within the Zoning Ordinance for non-residential development. • Amend the property maintenance code as needed to provide effective enforcement power. • Enforce the provisions of the sign ordinance. • Establish landscape requirements for new and existing commercial and industrial developments. • Require businesses to screen private parking lots, preferably with plants. • Encourage consolidation of driveways and parking lot entrances and narrowing their width in order to create a safer pedestrian environment and pleasant image along Lincolnwood's commercial streets. • Develop facade/streetscape improvement programs along major arterials.
Improve the appearance of community gateways and arterial corridors.	• Improve the image of Lincolnwood's public rights-of-way through systematic beautification efforts. • Pursue opportunities to provide landscaping at key intersections. • Implement the Beautification Opportunities Plan for landscaping and community identifiers at major entry points to Lincolnwood. • Consider upgrading street lighting along commercial corridors in connection with other right-of-way improvements.

Source: Village of Lincolnwood *Comprehensive Plan*

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

Exhibit 3

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

Component	Recommended Strategies(Excerpts)
Public Streets and Spaces - Improvements in the public right-of-way which can help to create a pedestrian-friendly environment and foster a real sense of place.	• Continue and complete median landscaping throughout the corridor. • Diligently pursue parkway restoration whenever possible along Lincoln Avenue, including tree planting and sidewalk restoration. • Enhance crosswalk markings and designations, including signage. • Create and implement a unified streetscape plan for the corridor. • Side street vacations should be explored and examined at appropriate locations.
Development Regulations - Regulations on private property and new development in the corridor.	• Modify the current land use code to allow for mixed use development and in-fill housing; and, to prohibit expansion of drive-thru operations and auto-oriented uses. • Modify the Village Zoning Code to designate and regulate uses and encourage development in newly established business district hubs (including at Devon/Lincoln). • Prohibit new off-street parking lots in front of buildings along Lincoln Avenue. Continue to require landscape screening of existing parking areas.

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

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

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

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

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

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

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

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

Exhibit 3
Examples of TIF Performance Measures

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

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

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

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

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

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

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

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

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

V. TIF QUALIFICATION FACTORS PRESENT IN THE RPA

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

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

VI. REDEVELOPMENT PROJECT

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

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

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

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

Site Preparation, Clearance, and Demolition

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

Land Assembly

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

Public Improvements

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

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

Rehabilitation

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

Interest Rate Write-Down

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

Job Training

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

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

School and Library District Costs

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

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

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

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

- (1) *Professional Service Costs* – Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

 - The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
 - Annual administrative costs shall *not* include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;
 - In addition, redevelopment project costs shall *not* include lobbying expenses;
- (2) *Property Assembly Costs* – Costs including but not limited to acquisition of land and other property (real or personal) or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- (3) *Improvements to Public or Private Buildings* – Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring

- private investment; including any direct or indirect costs relating to Green Globes¹ or LEED-certified construction elements or construction elements with an equivalent certification per the TIF Act;
- (4) *Public Works* – Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
 - (5) *Job Training* – Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
 - (6) *Financing Costs* – Costs including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including (a) interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months thereafter and (b) reasonable reserves related thereto;
 - (7) *Capital Costs* – To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
 - (8) *School-Related Costs* – For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999, an elementary, secondary, or unit school district's increased costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 4
RPA Project Cost Estimates

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

Notes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

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

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

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

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

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

Commitment to Fair Employment Practices and Affirmative Action.

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

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

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

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

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

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

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

VIII. PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT

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

APPENDIX 1

Legal Description of Project Area

Devon-Lincoln TIF Boundary Legal Description:

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

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

APPENDIX 2

Boundary Map of RPA



APPENDIX 3

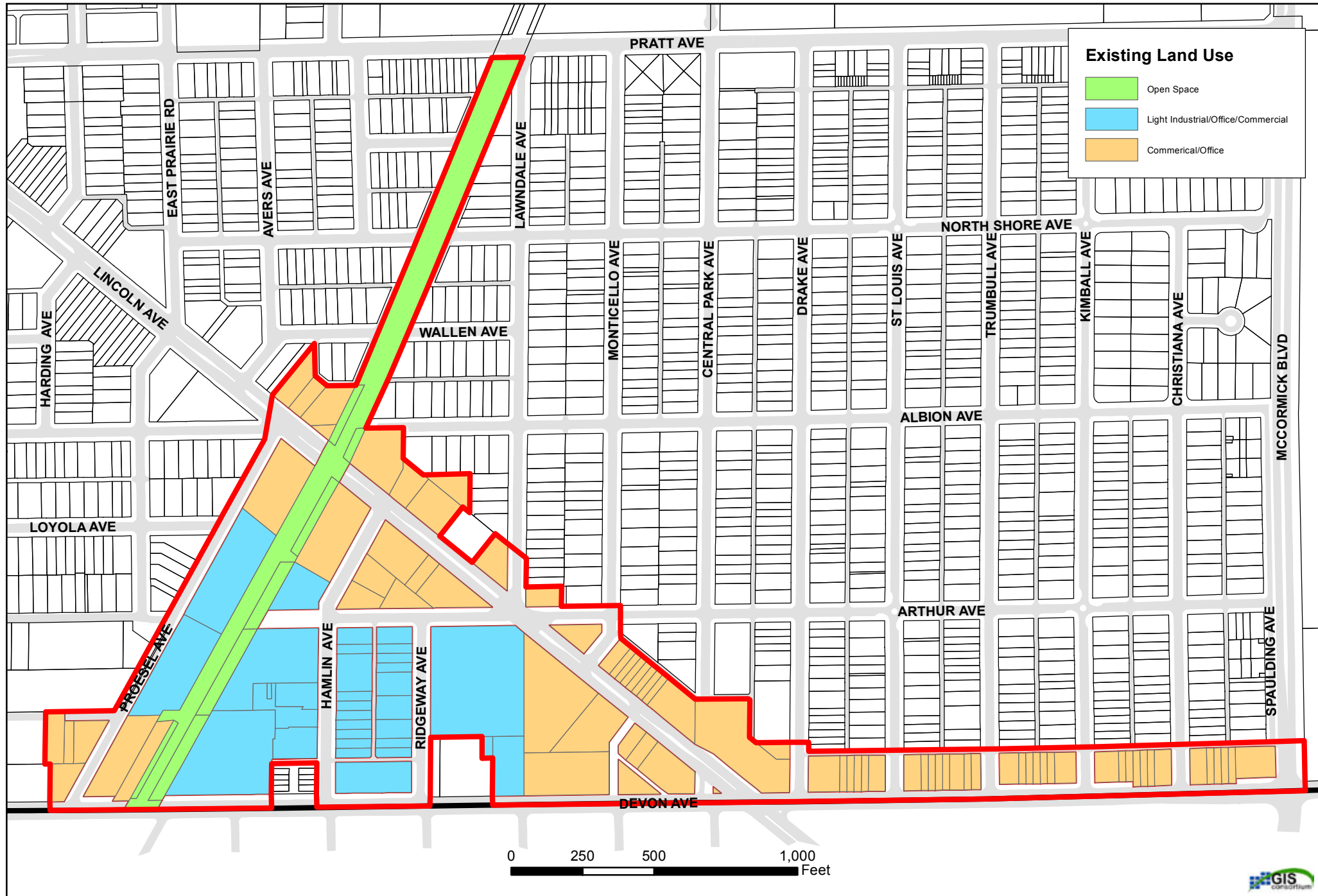
Existing Land Use Map of RPA



Village of Lincolnwood - Devon-Lincoln TIF District

Existing Land Use

Regular VB Agenda



APPENDIX 4

Future Land Use Map of RPA



Village of Lincolnwood - Devon-Lincoln TIF District

Future Land Use

Revised 7/1/2014



APPENDIX 5

TIF Qualification Report

Prepared by Kane, McKenna and Associates

VILLAGE OF LINCOLNWOOD

TIF QUALIFICATION REPORT

DEVON-LINCOLN TIF DISTRICT

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

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

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

November 2012

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

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EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

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

I. INTRODUCTION AND BACKGROUND

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

Economic Development Goals.

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

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

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

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

Current Land Use.

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

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

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

General Scope and Methodology.

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

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

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

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

II. QUALIFICATION CRITERIA USED

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

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

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

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

TIF Qualification Factors for a Conservation area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. THE TIF DISTRICT

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

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

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

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

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

IV. METHODOLOGY OF EVALUATION

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

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

V. QUALIFICATION FINDINGS FOR TIF DISTRICT

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

Exhibit 2
Summary of Findings

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in TIF District
13	3	6 • Lagging EAV • Excessive Vacancies • Obsolescence • Deleterious Layout • Overcrowding of Parcels • Inadequate Utilities

Findings for Conservation Area.

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

1) Lagging or Declining EAV.

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

Exhibit 3 EAV Trends for TIF District

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

Notes:

*Reassessment years asterisked.

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

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

2) Excessive Vacancies.

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

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

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

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

¹ Per the Community Development Department.

3) Obsolescence.

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

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

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

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

4) Deleterious Layout.

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

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

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

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

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

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

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

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

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

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

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

6) Inadequate Utilities.

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

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

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

VI. SUMMARY OF FINDINGS / GENERAL ASSESSMENT OF QUALIFICATION

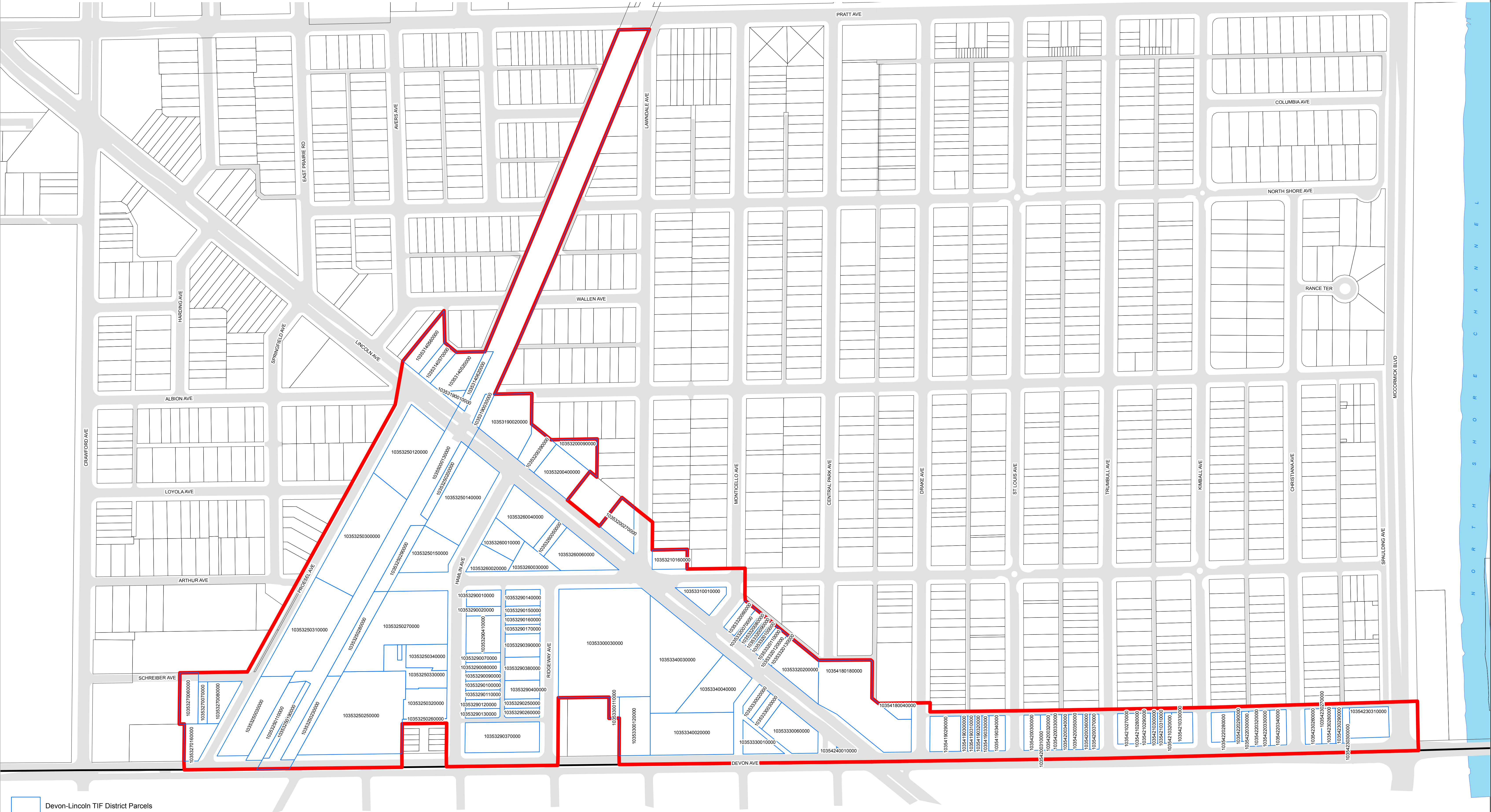
The following is a summary of relevant qualification findings as it relates to the Village's potential designation of the TIF District.

1. The area is contiguous and is greater than 1 ½ acres in size;
2. The RPA will qualify as a conservation area. Further, the qualification factors found in the RPA are present to a meaningful extent and are reasonably distributed throughout the area. A more detailed analysis of the qualification findings is outlined in Section V of this report;
3. All property in the area is expected to substantially benefit by the redevelopment project improvements;
4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and
5. The area would not be subject to redevelopment without the investment of public funds, including incremental property tax revenue.

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



Village of Lincolnwood - Devon-Lincoln TIF District



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

0 600 1,200 2,400 Feet



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

Request For Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Finance

SUBJECT: Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2014 to April 30, 2015

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Due for consideration by the Village Board is the recommendation to adopt the Village Manager Proposed Operating Budget for the Fiscal Year (FY) 2014-2015. The Village Board convened a Committee of the Whole budget workshop on February 20, 2014 and a Public Meeting on March 18, 2014 to plan and discuss the proposed FY 2014-2015 Operating Budget. The Village Board Finance Committee also met on March 6, 2014 to review and discuss the proposed FY 2014-2015 Operating Budget. The proposed operating budget has also been on public display at Village Hall and on the Village website.

The total proposed FY 2014-2015 Budget of \$33,351,676 is approximately 10% less than the adopted FY 2013-2014 budget totaling \$37,030,226. The decrease of \$3,678,550 in expenditures is due mainly to the purchase of the Union Pacific railroad property in the prior fiscal year. The General Fund proposes an increase of 2% in expenditures from the prior year as discussed below.

The proposed FY 2014-2015 General Fund Budget totals \$19,540,242 as compared to \$19,158,234 for the FY 2013-2014. The increase of \$382,008 in expenditures is approximately 2% greater in the proposed budget for FY 2014-2015 as compared to the FY 2013-2014 budget. Equipment purchases, expenses associated with the development of the former Purple Hotel site, and other related associated payroll costs account for the majority of the increase.

FINANCIAL IMPACT:

The Operating Budget represents the Village Board's authorized expenditures of the Village for the fiscal Year May 1, 2014 to April 30, 2015.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Fiscal Year 2014-2015 Budget Message

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the adoption of the Fiscal Year May 1, 2014 to April 30, 2015 Operating Budget.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

**A RESOLUTION APPROVING THE ANNUAL BUDGET OF THE
VILLAGE OF LINCOLNWOOD, ILLINOIS, FOR THE FISCAL YEAR
BEGINNING MAY 1, 2014 AND ENDING APRIL 30, 2015**

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

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

WHEREAS, the Village Manager has proposed to the corporate authorities a proposed operating budget of \$33,351,676 for the Village's fiscal year commencing May 1, 2014, and ending April 30, 2015 ("**2015 Budget**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to approve the 2015 Budget;

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 BUDGET. The President and Board of Trustees hereby approve the 2015 Budget in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 1st day of April, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 1st day of April, 2014.

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

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

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

EXHIBIT A

2015 BUDGET

VILLAGE PRESIDENT
Gerald C. Turry

VILLAGE CLERK
Beryl Herman

VILLAGE MANAGER
Timothy C. Wiberg



TRUSTEES
Ronald S. Cope
Lawrence A. Elster
Craig L. Klatzco
Nicholas T. Leftakes
Jesal B. Patel, Sr.
Renee Sprogis-Marohn

March 12, 2014

TO: President Turry and Members of the Village Board

SUBJECT: **Proposed Budget for Fiscal Year 2014/15 (Fiscal 2015)**

On behalf of the entire staff, I am pleased to present the proposed Village of Lincolnwood Fiscal 2015 budget. The proposed budget maintains the quality of services our residents have come to expect and reflects the general priorities and policy direction provided by the Village Board at the February 20, 2014 Budget Workshop and furthers the initiatives in the 2014 – 2016 Strategic Planning Report which was developed by the Village Board on January 28, 2014. The Village Board's Finance Committee met on March 6, 2014 to review the budget document in detail and a public meeting presenting the draft budget document to the Village Board is to be held on March 18, 2014.

The total budget proposed for Fiscal 2015 is \$33,351,676. This represents a decrease of 10% from last year's budget. A large part of this decrease is due to the anticipated purchase of the Union Pacific right-of-way during the current Fiscal Year from the Northeast Industrial Tax Increment Financing (TIF) District Fund, which will be converted into a bicycle path and passive open space. The General Fund operating budget is \$19,540,242, which amounts to an increase of 2.0% over last year's adopted budget. The financial condition of the Village remains strong despite the continued uneven economic recovery the United States and local economy is experiencing, and the General Fund budget, as presented, is balanced without the use of excess fund balance reserves. Infrastructure improvements, such as the continuation of the Streetlight Replacement Program and Water and Sewer Infrastructure Improvements will continue to proceed.

Fiscal 2014 Review

Last year's Budget Message suggested that Fiscal 2014 would be a year of uncertain economic conditions where the Village would need to closely monitor revenue estimates and adjust actual expenditures when necessary. While the local economy has not regained the business-generated revenue of six years ago other revenues continue to increase. Economic development has shown some improvement as evidenced by a continued increase of building permits and business licenses, and development plans have been submitted for the major redevelopment of the former Purple Hotel site into an ambitious mixed use development. The Village continued to carefully monitor revenues and hold expenditures at or below budgeted amounts.



Other Items of Note in Fiscal 2014

- The Village again received the distinguished budget presentation and excellence in financial reporting awards from the Government Finance Officers Association.
- Due to the uncertainty of the economic recovery and subsequent negative impact on revenues, the Village continued the hiring freeze in effect for two full-time positions.
- The Village replaced the playground equipment at Drake Park as part of our Playground Replacement Program.
- The Village received technical assistance from the Urban Land Institute (ULI) to study the Devon Avenue corridor. The Village partnered with City of Chicago in this effort. The project was 100% funded by a grant from the Chicago Metropolitan Agency of Planning. The ULI reported their findings to the Village and developed a series of recommendations for the Village to improve the Devon Avenue corridor between Lincoln Avenue and McCormick Boulevard.
- The Village installed backup electric power generators for the Water Standpipe and Public Works Facility to prevent power outages at these two critical facilities.
- The Village repaired portions of the Sewer System completing the third year of this four-year improvement program. These repairs are the result of sewer televising that was performed in Fiscal 2011.
- Village staff worked with Cook County in planning for the major reconstruction of Crawford Avenue. The Village will take advantage of the County's project to complete critical infrastructure upgrades including the replacement of a 90 year-old water main, replace streetlights and fire hydrants and install new sidewalks.
- On March 4, 2014 North Capital Group, LLC received preliminary approval from the Village for a mixed-use, high-end hotel operation at 4500 Touhy Avenue, which is the site of the former Purple Hotel, which was demolished by North Capital Group in the fall of 2013.

During the continued economic recovery, the Village's property values remain strong and the community continues to attract new residents, businesses, and visitors. The Village's fiscal condition remains sound.

Fiscal 2015 Key Issues

The Fiscal 2015 budget represents the Village's plan for expected expenditures over the coming year and identifies the means by which those expenditures will be funded. The budget has been prepared, as in past years, in conjunction with the goals that were established in the Village's Strategic Plan.

On February 21, 2012 the Strategic Planning Report for 2012 – 2014 was adopted by the Village Board. On January 28, 2014 the Village Board developed a new strategic plan thus creating new goals and objectives. The report identifies the strengths and weaknesses of the Village and opportunities to improve Village life for residents and businesses.

The following are the goals stated in the strategic plan and a summary of how the Fiscal 2015 budget will help achieve these goals:

- 1) Continue development of The Purple Hotel site – creating a positive community impression and implications

On March 4, 2014 North Capital Group, LLC received preliminary approval from the Village Board for a mixed-use, high-end hotel operation at 4500 Touhy Avenue. The proposed name for the development is the "Shoppes at Lincoln Pointe." The Plan Commission, Economic Development Commission, and Village Board will oversee the final stages of this legislative review in Fiscal 2015. If approved it is estimated that this project will be complete within two years.

- 2) Continue development and implementation of the Capital Improvement Plan

The Village's Capital Improvement Plan is included in the proposed budget and it contains the capital priorities identified by the Village Board.

- 3) Maintain the Village's relatively low real-estate property tax rate

The proposed budget includes funds in the Tax Increment Financing District budgets and the General Fund to improve the Business Districts with the goal of creating a more conducive environment to attract private investment. In addition, the Village continues to operate a Parks and Recreation Department (while most area communities burden taxpayers with a separate Park District) that derives more than half of its operating revenue from program fees.

- 4) Continue the Village's realistic fiscal policy

Staff estimates revenues conservatively and expenses for each year based on local, regional and global economic trends. Through continued careful financial planning the Village carries a very low debt load which will result in the Village's General Fund being completely debt free by Fiscal Year 2018.

- 5) Reexamine and create a new Comprehensive Plan

Fiscal 2015 includes \$25,000 to secure a planning consultant to assist in revising the Village's Comprehensive Plan. This plan was completed in 2001. Changes in Village zoning laws, regional economic shifts, and new land uses create the need to update the plan.

- 6) Study and establish a comprehensive transportation plan – (incorporate Devon Avenue transportation to Edgebrook and Jefferson Park)

Staff is discussing potential public transportation service enhancements on Devon Avenue with the Chicago Transit Authority and PACE representatives. As options become clearer, staff will identify funding strategies to implement the service enhancements.

7) Finalize the Village's Stormwater Management Plan

The proposed budget includes \$460,000 to engineer and construct berms and underground hanging traps in the southeast area of the Village ("pilot" area), which is the first step in evaluating the effectiveness of utilizing the public right-of-way as temporary stormwater detention.

8) Consider the creation of a new Tax Increment Financing District in the Devon/Lincoln area

A Public Hearing for the proposed Devon-Lincoln TIF District continues at the Village Board level. The proposed budget does not contemplate the creation of a TIF District for the Devon-Lincoln area as the Village has not yet approved such a district.

9) Develop a new potable water source

The Village continues to discuss the prospect of a new source of potable water with neighboring municipalities. The proposed budget includes \$75,000 to conduct a Water Distribution System Analysis Study and \$30,000 in engineering services to support this project.

10) Review the Lincoln Avenue taskforce plan and identify a Implementation Priorities

This goal will be pursued as a component of the Comprehensive Plan update as referenced above.

11) Work to Redevelop the former Dominick's site

In Fiscal 2014 Safeway closed all Dominick's locations in the Chicago market. The Lincolnwood Dominick's closed in December of 2013. Early in calendar year 2014 Cermak Fresh Market purchased the site and may request a subsidy from the Village to assist with its redevelopment plans. The Village's TIF Budgets have funds reserved for this purpose.

12) Develop the Bell and Howell Site

The Village received notice that this site may be reused as a medical office use and budgeted funds will be utilized to review the applicants plans if received.

Fiscal 2015 Proposed Budget Overview

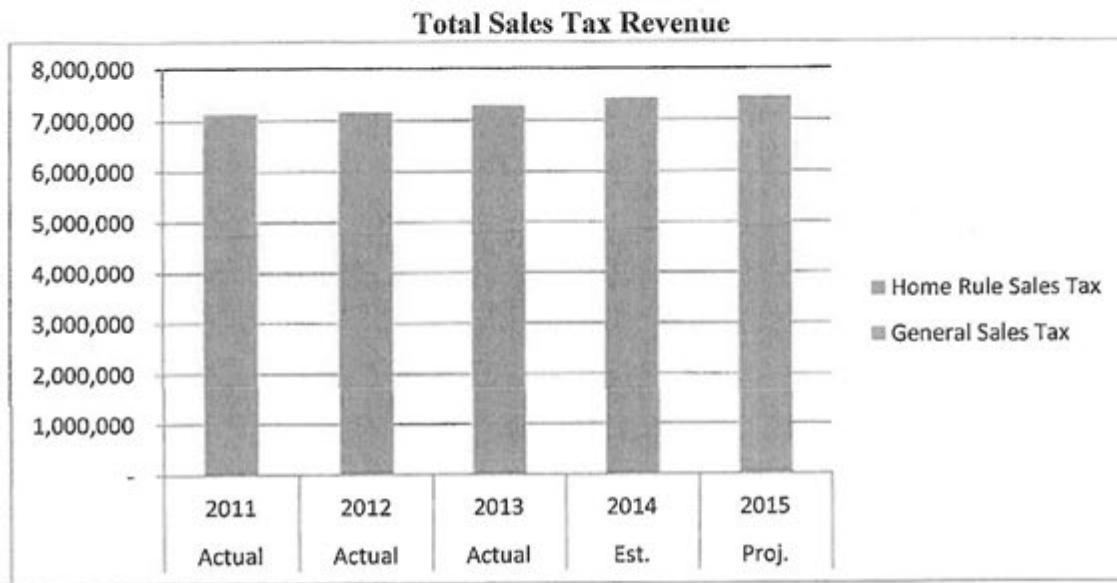
At the February 20, 2014 Budget Workshop staff presented a preliminary balanced budget that will not require the use of General Fund reserves. This has been achieved without the use of any new taxes or fees. As a result the fund balance remains in excess of the maximum required in the Village's Financial Policies. Major General Fund expenditures discussed at the Budget Workshop include an upgrade of the Springbrook system - the Village's financial enterprise software, renovation of the playground at Charles L. O'Brien Park, the replacement of public property trees which were removed due to the Emerald Ash Borer infestation, and the implementation of a new program to help residents replace private sewer lines which are damaged due to parkway tree root damage.

The proposed total budget is summarized below. Per accepted governmental financial standards, the Village's finances are divided into several funds. Each fund must be accounted for separately, meaning each has its own budgeted expenditures which are offset by corresponding revenues. In general, resources in one fund can not be allocated to cover shortfalls in another fund. The General Fund is the largest fund and includes the expenditures necessary to support the general operations of the Village including Police and Fire protection, snow removal, refuse collection, etc. This fund supports virtually all personnel expenses.

	FY14/15	FY13/14	% Change
All Funds	\$33,351,676	\$37,030,226	(10%)
General Fund	\$19,540,242	\$19,158,234	2.0%

The total budget decrease is primarily the result of the anticipated purchase of the Union Pacific property in one of the Village's TIF districts which should be completed by the end of Fiscal 2014. The budget for the General Fund increased 2.0% from the previous year.

- **Sales Tax** – Total sales tax revenue, including State and Home Rule sales taxes is budgeted for \$7,458,065. This is a decrease of \$199,646 from the Fiscal 2014 budget and an increase of \$47,000 (0.6%) from the Fiscal 2014 year-end estimate. Sales tax receipts have remained generally flat. The chart below traces the trend in total sales tax revenue over the past five years:



	Actual 4/30/2011	Actual 4/30/2012	Actual 4/30/2013	Estimated 4/30/2014	Projected 4/30/2015
Home Rule Sales Tax	2,409,077	2,430,540	2,510,404	2,557,758	2,548,327
General Sales Tax	4,718,393	4,749,741	4,791,850	4,853,307	4,909,738
Total	7,127,470	7,180,281	7,302,254	7,411,065	7,458,065

- **Water and Sewer Fund** – Fiscal 2015 will see the final phase of the Village's four-year program to repair critical areas in the sewer system as determined from the sewer televising performed in 2011. The Fiscal 2015 budget includes \$460,000 to implement recommendations from the Stormwater Management Plan to install berms and hanging traps in a "pilot" area of the Village. The Fiscal 2015 budget also includes a water rate increase of 15% to adjust for the increase for the purchase of potable water from the City of Chicago which went into effect on January 1, 2014. The Village's financial policies state that the entire increase from the City of Chicago will be passed onto its water customers. In light of this and previous water rate increases from the City of Chicago, \$30,000 is budgeted to perform an engineering study to consider alternative water suppliers and \$75,000 is budgeted to perform Water Distribution System Analysis.

- **Refuse** – The Village expenditures relating to the solid waste, recycling, and yard waste collections are accounted for in the General Fund. The total budget for this expense is \$1,071,000. The funding for refuse collection is property taxes. Of the total amount, \$795,000 is paid to Groot Industries, Inc. for refuse collection and \$276,000 is paid to the Solid Waste Agency of Northern Cook County for landfill deposits. In Fiscal 2013 the Village started a new seven-year contract with Groot with a reduction in rates that will not exceed the current rate for single family collection until 2015.

- Personnel Costs – Personnel costs in Fiscal 2015 are budgeted to be \$12,006,041. The Village continues a hiring freeze for one full-time position in the Public Works Department. The Village will reinstate a Police Officer position that was frozen in 2009 and will be reassigned to provide greater attention to traffic enforcement. There is also a 2% cost of living wage increase for non-union employees included. Contractually obligated wage increases are 2% for the Communications Operators and Public Works Teamsters Unions. The Fraternal Order of Police Patrol Union contract is set to expire on April 30, 2014. The wage increase will be determined by contract negotiations that are expected to be complete in Fiscal 2015.

Capital Improvements

The Fiscal 2015 budget includes the following capital improvements projects:

- \$1,136,796 is budgeted in the Transportation Improvement Fund for the replacement of Village street lighting on Crawford Avenue. Through an intergovernmental agreement Cook County will be reconstructing the entire length of Crawford Avenue in Lincolnwood from Devon Avenue north to Jarvis Avenue. This project will be complete in Fiscal 2015 and continue through the Village of Skokie in Fiscal 2016.
- \$100,000 is budgeted for the replacement of the playground at Charles L. O'Brien Park. Reinstatement of the annual playground replacement program which ended in Fiscal 2010 due to the economic downturn was restarted in Fiscal 2013.
- \$170,000 is budgeted to design and install a fiber optic line that connects the Public Works Facility to the Municipal Center. The fiber optic line will consolidate the three wireless connections into an underground fiber optic line that will significantly enhance network speeds, improve the stability of security camera feeds, and improve the sound quality of telephone calls to customers.
- \$50,000 is budgeted in the Water and Sewer Fund for repairs to the Sewer System. These repairs are the result of televising that was performed in Fiscal 2011. This is the final year of this four-year program.
- \$460,000 is budgeted to implement recommendations from the Stormwater Management Plan to install berms and hanging traps in a "pilot" area of the Village. These efforts will be the first steps to achieving protection against a 10-year rain-event.

Adherence to Financial Policies

The budget complies with the Village's Financial Policies. Please find below a summary of the significant policies governing the preparation of the annual budget:

- The budget is balanced.
- The General Fund (GF) unreserved fund balance is maintained between 25% and 35% of annual GF revenue, thus providing a significant cash flow in the event of an unforeseen

emergency or unexpected revenue downturn. Any excess above the target amounts are available to fund various capital projects.

- There is a 1.7% property tax levy increase included in the Fiscal 2015 budget. This is in accordance with the financial policy to limit the property tax levy increase to the annual Cook County consumer price index (the same limit for Non-Home Rule communities).
- The GF budget is balanced without the use of excess fund balance or new taxes or fees.
- The GF's support of the Parks and Recreation Department is limited to \$1,000,000, which represents approximately 50% of the total department budget. The remaining revenue for the department is derived from program fees.
- Debt Service - Per the Village's Financial Policies, debt financing has been used only to fund major capital projects and not for operational expenses. The Village has not issued any new bond debt since Fiscal 2003 when the Village issued General Obligation bonds to fund the construction of the new aquatic facility and the a new street known as Northeast Parkway.

Financial Condition of the Village

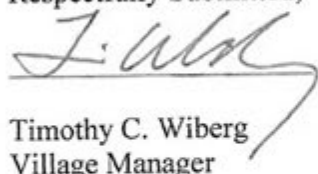
The Village continues to be in solid financial condition despite the uncertain economic times. Debt levels are low compared to national levels. In fact, the Village's General Fund will be debt free by Fiscal 2018. As part of a bond refunding process in Fiscal 2012 the Village upgraded its bond rating from Aa3 to Aa1 as provided by Moodys. The Village also continues to make its annual required pension contributions, maintain Village facilities and equipment and make vehicle and equipment purchases on a scheduled basis.

Conclusion

As the Village moves into the new Fiscal Year, staff will again be closely monitoring revenue estimates due to the uneven economic conditions and implement expenditure adjustments as necessary.

The preparation of the Fiscal 2015 budget could not have been achieved without the hard work and assistance of many throughout the organization. I would like to thank the Department Directors for their diligent work to prepare departmental budgets that met the Village's financial goals while maintaining and improving its core service mission. The President and Village Board continue to provide stable and visionary leadership that have ultimately resulted in this year's accomplishments. Finally, particular thanks are extended to Finance Director Robert Merkel and the Finance Department. They are responsible for overseeing the budget preparation process and attending to the task of ensuring all the data is properly represented and accounted for.

Respectfully Submitted,



Timothy C. Wiberg
Village Manager

Request for Board Action

REFERRED TO BOARD: April 1, 2014

AGENDA ITEM NO: 10

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of a Resolution Establishing Certain Annual Fees to be Charged by the Village During Fiscal Year 2014-15

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On December 11, 2011 the Village Board adopted a new Village Code with a new Fee Resolution. Section 1-1-12 of the Village Code states:

"The Board of Trustees shall annually adopt a resolution setting forth the applicable fees and charges due for the various licenses, permits and services authorized by this Code and by other ordinances of the Village. Whenever reference is made in this Code to the "Annual Fee Resolution," such reference shall mean the most current annual resolution adopted pursuant to this section. By this reference, the Annual Fee Resolution, as the same may, from time to time, be amended, is hereby incorporated herein as if fully set forth herein."

The Village maintains a practice of adopting the annual Fee Resolution immediately following approval of the budget for the new fiscal year. For the fiscal year 2014-15 budget there are two proposed fee adjustments. The first fee adjustment proposed is a 15% increase to section 12-3-13(G) "Basic Water User Charge". The current fee is \$6.26 per 1,000 gallons of metered water consumption. The proposed fee is \$7.20 per 1,000 gallons of metered water consumption.

The Village Board discussed this fee adjustment at the February 20, 2014 Budget Workshop. On January 1, 2014 the City of Chicago, the Village's water supplier, increased the water supply rate of its suburban water customers by 15%. The Village's financial policy states that water rates will be adjusted commensurate with the City of Chicago rate adjustment. Staff recommends adjusting the water rate by 15% effective May 1, 2014 as per Village policy. This is an adjustment of \$0.94 per unit of water (1,000 gallons). Below is a table describing the impact of this increase on a customer's water bill:

Annual Consumption (1 unit =1,000 gallons)	Current Water Bill	Water Bill with Proposed Increase	Annual Difference
40 units	\$319.55	\$357.15	\$37.60
90 units	\$701.55	\$786.15	\$84.60
165 units	\$1274.55	\$1429.65	\$155.10

The second proposed fee adjustment is to section 4-6-2(C), which is an increase of the Police Officer application fee by \$5.00. This will increase the fee from \$20 to \$25. This fee has not been adjusted in at least 10 years and the fee of \$25 is in line with what the Village currently pays for employment application services for Police Officer. Currently the Village is subsidizing each applicant by \$5.00.

FINANCIAL IMPACT:

The Water and Sewer Fund will receive additional revenue that will offset the 15% increase received by the City of Chicago with the new water rate. The General Fund will receive additional revenue to offset Police Officer application costs.

DOCUMENTS ATTACHED:

1. Proposed Fee Resolution
2. Proposed Fee Schedule

RECOMMENDED MOTION:

Move to approve a Resolution establishing certain annual fees to be charged by the Village of Lincolnwood for the period of May 1, 2014 through April 30, 2015.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

**A RESOLUTION ESTABLISHING CERTAIN ANNUAL FEES
TO BE CHARGED BY THE VILLAGE OF LINCOLNWOOD
FOR THE PERIOD OF MAY 1, 2014 THROUGH APRIL 30, 2015**

WHEREAS, the Village President and Board of Trustees have determined that, for administrative and ease of reference purposes, it is appropriate to adopt an Annual Fee Resolution, which provides a schedule of certain Village fees, charges and fines for the fiscal year beginning May 1, 2014, and ending April 30, 2015; and

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

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. ADOPTION. The fees, charges, and rates contained in the Annual Fee Resolution's fee schedule for the period of May 1, 2014 through April 30, 2015, attached as **Exhibit A** to this Resolution, are hereby adopted pursuant to and in accordance with Section 1-1-12 of the "Municipal Code of Lincolnwood," as amended.

SECTION 3. APPLICABILITY. Each fee, charge, rate or regulatory measure set forth in this Resolution applies to the provisions of the corresponding section of the "Municipal Code of Lincolnwood," as amended, "The Village of Lincolnwood Zoning Ordinance", as amended, or other ordinances in which reference is made to the "Annual Fee Resolution," a "resolution of the Village Board of Trustees," a "resolution adopted by the Village Board of Trustees," or that "a fee schedule has been established by resolution." This Resolution does not and will not apply to, or have any effect on, any fee, charge, rate, or regulatory measure or any other amount for which there is not express reference to the "Annual Fee Resolution," to a "resolution of the Village Board of Trustees," to a "resolution adopted by the Village Board of Trustees," or that "a fee schedule has been established by resolution."

SECTION 4. FUTURE AMENDMENTS. It is intended that the fees, charges, rates and regulatory measures set forth in this Resolution will be reviewed periodically by the President and Village Board of Trustees. Accordingly, some or all of the provisions of this Resolution may be amended from time to time. Each provision of this Resolution will remain in full force and effect unless otherwise expressly provided or expressly amended by subsequent ordinance or resolution, in which case the amended provision will be immediately effective.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, approval, and publication in the manner provided by law; provided, however, that the effective date shall not occur prior to May 1, 2014.

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

#10781976_v3

Exhibit A
Fee Schedule

FEES

A25 Attachment 1

Village of Lincolnwood

Exhibit A
Fee Schedule

Code Section	Subject	Fee/Fine
Chapter 1, General Provisions		
1-2-3	Private use of Village Seal	Not to exceed \$2,500
1-3-3	Copies of public records	Pursuant to FOIA rules
1-3-5	Failure to disclose use of records for commercial purposes	Not to exceed \$2,500
1-3-7	Custody of combination and access to vault	Not to exceed \$2,500
1-4-10(B)	Violation of Ethics Article	Not to exceed \$2,500
1-4-12	Violations of Ethics Article	Not to exceed \$2,500
Chapter 4, Departments, Officials and Employees		
4-1-8	Failure to deliver records upon termination of term or employment	Not to exceed \$2,500
4-1-13	Misconduct of officer	Not to exceed \$2,500
4-6-2(C)	Employment application fee for nonexempt position within Police Department	\$25
4-6-9	Records retrieval for expungement and sealing of Police Department records	\$50
Chapter 5, Public Safety		
5-2-3	Alarm user fee	
5-2-3(A)	Initial fee	\$15
5-2-3(A)	Renewal fee	\$10
5-2-3(E)	Late renewal fee	\$15
5-2-5(A)(1)	False alarms	
	1 st through 3 rd false alarm within a calendar year	No charge
	4 th through 6 th false alarm within a calendar year	\$50 per false alarm
	7 th through 9 th false alarm within a calendar year	\$75 per false alarm
	Each false alarm in excess of 9 per calendar year	\$100 per false alarm
5-2-6	Direct alarm connection to Police Department	
5-2-6(C)	Initial connection fee	As determined by current agreement
5-2-6(D)	Monthly maintenance fee	As determined by current agreement

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
5-2-11(C)	Reinstatement of alarm user permit after revocation	\$100
5-2-13	Violation of Ch. 5, Art. 2, Alarm Systems	Not to exceed \$2,500
5-2-14	Fire alarm connection or monitoring fees	
5-2-14(A)	Connection fee	\$150
5-2-14(A)	Monitoring fee	\$80 per month
5-2-14(B)	Radio replacement fee	\$1,000
5-3-1	Ambulance user fee	
	Nonresident rates	
	Basic life support ambulance transport fee	\$850
	Advanced Life Support I ambulance transport fee	\$1,000
	Advance Life Support II ambulance transport fee	\$1,250
	Mileage transport fee, per mile	\$17
	Resident rates	
	Basic life support ambulance transport fee	\$500
	Advanced Life Support I ambulance transport fee	\$700
	Advance Life Support II ambulance transport fee	\$950
	Mileage transport fee, per mile	\$15
5-5-7(A) and (B)	Release or threatened release of a hazardous material	Abatement costs incurred and a fine not to exceed \$2,500
5-5-7(B)	Release or threatened release of a hazardous material due to misconduct or negligence; evasion of responsibility for release or threatened release	Abatement costs incurred and a fine not to exceed \$2,500
5-5-7(C)	Removal or remedial action	Abatement costs incurred and a fine not to exceed \$2,500
5-6-7	Violation of Ch. 5, Art. 6, States of Emergencies	Not less than \$100 nor more than \$500 for each offense
5-7-6	Fireworks	
	Permit	\$50
	Indemnity bond	\$100,000
Chapter 6, Public Parks, Ways and Properties		
6-1-1	Sidewalk construction:	
	Permit fee	\$100
	Deposit requirements	\$1,000
6-1-8(B)(1)(F)	Public way outdoor seating license	\$100
6-2-4	Construction in Village rights-of-way	
6-2-4(F)	Application fee	\$500

FEES

Code Section	Subject	Fee/Fine
6-2-4(G)	Reinspection fee	\$75 per hour or specialist or consultant customary rates
6-2-23	Failure to comply with Ch. 6, Art. 2, Construction of Utility Facilities in Village Rights-of-Way	\$2,500
6-4-4	Failure to comply with Ch. 6, Art. 4, Newspaper Dispensing Devices	Not to exceed \$2,500
6-5-8(B)	Parkway tree permits	\$170
6-5-12	Failure to obtain tree trimming permit in parkway	
6-5-12(C)	Removal of tree	A fine not less than \$1,000, nor more than \$2,000; and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed
6-5-12(D)	Removal of limbs	If less than 50% of the crown is removed, the fine is \$500. If 50% or more of the crown is removed, then the fine is not less than \$1,000, nor more than \$2,000; and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed.
6-5-21(A)	Designation of parkway parking area	\$10
6-5-22(C)	Parkway tree replacement fee	Sum equal to the current cost for the total number of trees required minus the number of trees installed or located in the parkway parking area
6-5-23	Designated parkway parking permit	
6-5-23(A)	Application fee	\$0
6-5-23(C)	Processing deposit and costs	As calculated by the Village
6-7-3(A)(5)	Donation collection bins application fee	\$100
Chapter 7, Traffic Code		
7-2-14(D)	Temporary no parking regulations	
	Each violation	Not less than \$50 and not more than \$100
	When vehicle is removed and relocated	Not less than \$60 and not more than \$150
7-2-22	Disabled person's parking zone	
	On residential streets	
7-2-22(B)(2)	Designation application	\$50

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
7-2-22(B)(4)	Annual renewal	\$10
	Spaces for not-for-profit organizations	
7-2-22(C)(3)	Designation application	
	Filed before July 1	\$50 per space
	Filed after July 1	\$40 per space
7-2-22(C)(6)	Annual renewal	\$30 per space
7-2-27(E)	Resident-only parking permit	\$10 per vehicle
7-2-31(A)	Violation of Article 2, Through Streets, Stop Streets, One-Way Streets, Load Limits, Prohibited and Restricted Parking	
	General parking penalty; settlement amounts; maximum fines	
	Settlement within 10 days	\$20
	Settlement after 10 days	\$50
	Schedule of specific parking penalties; settlement amounts; maximum fines	
	Parking within an intersection	
	Settlement within 10 days	\$25
	Settlement after 10 days	\$50
	Parking on a crosswalk	
	Settlement within 10 days	\$25
	Settlement after 10 days	\$50
	Obstructing traffic alongside or opposite any street excavation or obstruction (when vehicle relocated)	
	Settlement within 10 days	\$60
	Settlement after 10 days	\$100
	Parking where signs prohibit: fire lanes	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Parking in public area without current annual registration sticker or temporary registration permit	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Parking in front of public or private driveway	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Parking a vehicle within 15 feet of a fire hydrant	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	All other stopping, standing or parking prohibited in specified places	

FEES

Code Section	Subject	Fee/Fine
	Settlement within 10 days	\$20
	Settlement after 10 days	\$50
	Additional parking regulations	
	Settlement within 10 days	\$20
	Settlement after 10 days	\$50
	Unattended motor vehicles	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Bicycles	
	Settlement within 10 days	\$10
	Settlement after 10 days	\$20
	Prohibited parking on certain streets	
	Settlement within 10 days	\$20
	Settlement after 10 days	\$50
	Prohibited parking on snow emergency routes (when vehicle relocated)	
	Settlement within 10 days	\$60
	Settlement after 10 days	\$100
	Restricted parking on certain streets	
	Settlement within 10 days	\$20
	Settlement after 10 days	\$50
	Restricted parking in municipal lot (Touhy and Keating)	
	1. Commercial vehicles	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	2. Parking between 9:00 p.m. and 6:00 a.m.	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	3. Parking more than 2 consecutive hours	
	Settlement within 10 days	\$20
	Settlement after 10 days	\$50
	Parking of recreational vehicles, recreational vehicle trailers, and mobile homes prohibited	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Parking for handicapped/disabled persons	
	Settlement within 10 days	\$250
	Settlement after 10 days	\$350
	Parking commercial vehicles on public streets	

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Resident only parking	
	Settlement within 10 days	\$25
	Settlement after 10 days	\$50
	Permit only parking	
	Settlement within 10 days	\$25
	Settlement after 10 days	\$50
	Permit only parking - removal of permit	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Inoperable vehicles	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	All other violations of this article	
	Settlement within 10 days	\$20
	Settlement after 10 days	\$50
7-3-17	Violation of Ch. 7, Art. 3, Bicycles and Motor-Driven Scooters	
	First offense	Not to exceed \$2,500
	Subsequent offenses	Not to exceed \$2,500
7-4-11	Violation of Ch. 7, Art. 4, Automated Traffic Law Violations	
	Violation	Civil penalty of \$100
	Failure to pay original fine or to request administrative hearing	Additional fine of not more than \$100
Chapter 8, Taxation and Finance		
8-7-5(A)	Vehicle license	
	Any two-wheeled or three-wheeled motor vehicle subject to licensing by the state	\$30
	All passenger vehicles	\$40
	Vehicles with a gross vehicle weight (GVW) of 8,000 pounds or less, classified as A and B vehicles by the Secretary of State	\$50
	Vehicles with a gross vehicle weight (GVW) of between 8,001 and 14,000 pounds, classified as C, D and E vehicles by the Secretary of State	\$70
	Vehicles with a gross vehicle weight (GVW) of 14,001 pounds and upwards	\$100
	School buses	\$40

FEES

Code Section	Subject	Fee/Fine
	Buses classified as C vehicles by the Secretary of State	\$70
	Buses classified as F or G vehicles by the Secretary of State	\$100
	Automobiles used to pick up children not otherwise picked up by a school bus	\$40
	Rates for buses not otherwise provided herein shall be according to commercial vehicle weight.	
8-7-6(B)	Late application for vehicle license	\$10 per month
8-7-8	Transfer of vehicle license	\$2
8-7-9	Retention of license and transfer to new vehicle	\$2
8-7-13	Issuance of duplicate license	\$2
8-7-15	Late filing charge	\$10 per month
8-7-17	Violation of vehicle licensing requirements	\$50
8-12-1	Returned check service charge	\$25 per occurrence
8-12-2	Fingerprinting by Police Department	
	Resident	\$10
	Nonresident	\$30
8-15-2	911 system surcharge	\$1 per month per in-service network connection
8-16-2	Application for economic development incentive	\$3,000
8-16-5	Village's costs and expenses for review of economic development incentive request	115% of Village's actual costs
8-18-6	Late payment of municipal motor fuel tax	Penalty of 1% of unpaid tax, plus late filing penalty of 5% of unpaid tax, plus late payment charge of 5% of unpaid tax
8-18-7	Failure to pay municipal motor fuel tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
8-20-8	Failure to pay hotel and motel tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
8-21-6	Late payment of food and beverage tax	Not to exceed \$2,500
8-21-10	Violation of Article 21, Food and Beverage Tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
Chapter 9, Business Licenses and Commercial Regulations		
9-1-5(A)(16)	Business license	
	Food Establishments: Facilities of:	
	0 - 1,000 square feet	\$100
	1,001 - 2,500 square feet	\$150
	2,501 - 5,000 square feet	\$200
	5,001 - 10,000 square feet	\$250
	10,001 - 20,000 square feet	\$350
	20,001 square feet and over	\$400
	Manufacturing: facilities of:	
	0 - 5,000 square feet	\$50
	5,001 - 10,000 square feet	\$75
	10,001 - 20,000 square feet	\$100
	20,001 - 30,000 square feet	\$125
	30,001 - 50,000 square feet	\$150
	50,001 square feet and over	\$175
	Retail: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 - 20,000 square feet	\$150
	20,001 - 30,000 square feet	\$175
	30,001 square feet and over	\$200
	Service establishments: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 square feet and over	\$150
	State licensed professionals: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 square feet and over	\$150
	Wholesale and/or warehouses: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 - 20,000 square feet	\$150

FEES

Code Section	Subject	Fee/Fine
	20,001 - 30,000 square feet	\$175
	30,001 square feet and over	\$200
	Specific licenses:	
	Amusements:	
	Athletic stadium (based on square footage of facility):	
	Indoor	\$25 – \$1,500
	Outdoor	\$375
	Auditorium (based on seating capacity)	\$200 – \$1,500
	Golf course	\$600
	Movie theater (based on square footage of facility)	\$200 – \$1,500
	Racquet and/or tennis club (based on square footage of facility)	\$25 – \$100
	Roller and/or ice skating rink (based on square footage of facility)	\$25 – \$1,500
	Amusement machines, each machine	\$75
	Amusement machines/jukebox, each machine	\$25
	Auctioneer:	
	Per day	\$10
	Per year	\$100
	Building contractor	\$100
	Cigarette and tobacco dealer	\$150
	Electrical contractor	\$100
	Firearms dealer	\$100
	Fuel oil/solid fuel dealer	\$100
	Gasoline station, each pump	\$10
	Going out of business sale	\$25
	Hotel/motel	\$500
	Itinerant merchant	\$50
	Junk dealer	\$500
	Massage parlor	\$200
	Massage therapists	\$50
	Scavenger	\$250
	Secondhand dealer	\$250
	Taxi and limousine:	
	Business	\$50
	Driver	\$7
	Each vehicle	\$50
	Vending machine	
	Candy, gumballs, etc.	\$50
	Food and beverage	\$50

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
9-1-13	Replacement of lost business license	
9-1-14	Automobile liability insurance	
	Property damage	\$5,000
	Injuries to or death of any one person	\$50,000
	Injuries to or death of more than one person, in any one accident	\$100,000
9-1-15(A)	Violation of Ch. 9, Business Licenses and Commercial Regulations	Not less than \$100 and not more than \$1,000, plus any additional penalties as set forth in the applicable regulations specifically applicable to Arts. 2 through 11
9-1-15(B)	Third and subsequent convictions within any 12-month period	Not less than \$100 and not more than \$1,000 and imprisonment for a period not exceeding 6 months
9-2-1(C)	Golf driving range general liability insurance	
	Personal injury or damage to property, one occurrence	\$50,000
	Injury to one person or any one person's property	\$10,000
9-3-2	Daily auction license	\$10
9-3-6	Fictitious bidding at auction	
	First offense	Not to exceed \$2,500
	Second or subsequent offense	Not to exceed \$2,500
9-5-11	Reinspection of food establishment, per reinspection	\$120
9-8-3(B)	Photograph and fingerprints of applicant for massage establishment or massage therapist, each set	\$25
9-12-5	Renewal of solicitation permit	Fee required for permit
9-12-7	Commercial solicitation	
9-12-7(A)	Original permit	
	60-consecutive-day permit	\$250
	Daily permit, per day	\$25
	Additional permit cards	\$10
9-12-7(C)	Replacement permit card	\$5
9-12-7(B)	Noncommercial solicitation	
	Original permit	No fee
	Additional permit cards	\$5
9-12-7(C)	Replacement permit card	\$5
9-13-2(B)	Garage sale permit	\$3
9-13-5	Violation of Ch. 9, Art. 13, Garage, Rummage and Similar Sales, each offense	Not to exceed \$2,500
9-14-3	Raffle license	\$50

FEES

Code Section	Subject	Fee/Fine
9-14-10	Violation of Ch. 9, Art. 14, Licensing Organizations to Operate Raffles	Not to exceed \$2,500
9-15-2-3	Firearms license	
9-15-2-3(A)	Annual permit	\$100
9-15-2-3(B)	Permit for a gun show or event	\$100
9-15-2-7(B)	Violation of Ch. 9, Art. 15, Firearms Dealers; Assault Weapons	Not to exceed \$2,500
	Sale of firearms without a license or at a gun show or event without a permit or at a prohibited location	Not to exceed \$2,500
9-15-3-1(C)	Fine for sale or transfer of assault weapons	Not to exceed \$2,500
Chapter 10, Liquor and Tobacco		
10-2-7	Local liquor license	
10-2-7(A)	Class A	\$1,750
10-2-7(B)	Class B	\$1,500
10-2-7(C)	Class C	\$1,500
10-2-7(D)	Class D	\$1,000
10-2-7(E)	Class D-1	\$1,750
10-2-7(F)	Class E	\$1,500
10-2-7(G)	Class S-E	No fee
10-2-13	Duplicate local liquor license	\$100
10-2-36	Service of alcohol at Lincolnwood Community Center	
10-2-36(B)(2)	Administrative fee due with application	\$25
10-2-36(B)(3)	Special event and general liability insurance for rental of Lincolnwood Community Center	\$2,000,000
10-2-38(A)	Violation of Ch. 10, Art. 2, Alcoholic Liquor Dealers	Not to exceed \$2,500
10-3-17	Violation of Ch. 10, Art. 3, Comprehensive Regulation of Tobacco Products	
10-3-17(A)	First violation	Not to exceed \$2,500
10-3-17(B)	Second violation	Not to exceed \$2,500
10-3-17(C)	Third and subsequent violations	Not to exceed \$2,500
10-3-18	Violation of regulations relating to purchase and possession of tobacco by a minor	
10-3-18(A)	First violation	Not to exceed \$2,500
10-3-18(B)	Second violation	Not to exceed \$2,500
10-3-18(C)	Third and subsequent violations	Not to exceed \$2,500
Chapter 11, Health Regulations		
11-1-4(D)	Rates and charges for disposal of system waste through the municipal waste system	As established by the Village

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
11-1-10	Violations of Ch. 11, Art. 1, Garbage and Refuse:	
11-1-10(A)	Except as provided in Section 11-1-10(B) and (C), each offense	Not to exceed \$2,500
11-1-10(B)	Section 11-1-2(E), each offense (hazardous wastes)	Not to exceed \$2,500
11-1-10(C)	Section 11-1-3(D) (placement for pickup) or 11-1-5(C), each offense (collection hours)	\$25
11-2-4	Violation of Ch. 11, Art. 2, Weeds, each offense	Not to exceed \$2,500
11-3-4	Dog license	
	Male and female dogs	\$8
	Spayed and neutered dogs	\$4
	Replacement dog license tag	\$1
11-3-9	Redemption of impounded animals	
11-3-9(A)	Licensed dogs	\$25 per day, plus boarding and veterinary care costs
11-3-9(B)	Unlicensed dogs	\$25 per day, plus boarding and veterinary care costs, plus double the annual license and registration fees
11-3-9(B)	Cats	\$25 per day, plus boarding and veterinary care costs
11-3-12(G)	Liability insurance for vicious dog	\$50,000
11-3-21	Penalties:	
11-3-21(A)	Violation of Ch. 11, Art. 3, Regulation of Dogs, Cats and Animals	Not to exceed \$2,500
11-3-21(B)	Dog licensing violation	Not to exceed \$2,500
11-3-21(C)	Ground feeding	Not to exceed \$2,500
Chapter 12, Water and Sewers		
12-2-6	Water or sewer connection general liability and property damage insurance	\$1,000,000 per occurrence
12-3-1	Turning on of water by anyone other than authorized agent or employee of the Village	Not to exceed \$2,500
12-3-3	Water meter	
	Brass meter with RTR and hexagram:	
	M25 5/8 inch x 3/4 inch	\$231.37
	M70 1 inch	\$250.07
	M55 1 inch	\$309.73
	M120 1 1/2 inch	\$510.82
	M170 2 inch	\$655.75
	C1 connection set:	
	3 inch	\$84.64

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Code Section	Subject	Fee/Fine
	4 inch	\$105.32
	C1 elliptical connection set:	
	1 1/2 inch	\$42.86
	2 inch	\$52.86
	6 inch	\$159.44
	Composite 12 inch meter pit lid	\$100
	Compound meter with two RTRs and hexagram:	
	2 inch	\$1,724.93
	3 inch	\$2,004.38
	4 inch	\$3,122.19
	6 inch	\$4,349.59
	Connection set:	
	3/4 inch	\$16.41
	1 inch	\$25.28
	Hex connection set:	
	1 1/2 inch	\$110.78
	Hexagram transmitter:	
	Single output (only)	\$138.36
	Dual output (only)	\$165.75
	RTR register only:	
	M25-M70	\$64
	M120-M170	\$71.38
	Service charge	\$50
	Square composite manhole lid	\$300
12-3-8	Damaging or tampering with Village water system	Not to exceed \$2,500
12-3-13(G)	Basic water user charge	\$7.20 per 1,000 gallons of metered water consumption
12-3-13(H)	Debt service charges	\$0.38 per 1,000 gallons
12-3-13(H)	Installation of new water meter	
	Each commercial user	\$108
	Each residential user	\$18
12-3-13(I)	Capital improvement charge, each user	\$3.15 per month
12-3-13(J)	Water use charge (in excess of 1,000 gallons per month)	\$5.12 per 1,000 gallons
12-3-15(B)(5)	Preparation of certificate of payment	\$20
12-3-18	Reinstatement of water service	
	Certified letter	Current USPS cost to send a letter certified mail
	During normal working hours	\$100
	Additional fee for work during other than normal working hours	\$50, plus cost of calling out personnel after hours
12-3-19	Rate for temporary shutoff	Regular service charge per month

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Code Section	Subject	Fee/Fine
12-3-25(B)	Watering permit	No fee
12-3-32	Sewer user fee	\$1 for every 1,000 gallons of metered water consumption
12-3-32(C)	Failure to pay fees	10% of original fee
12-6-6-8	Excessive release rate fee	\$8 per cubic foot of required stormwater detention not provided, not to exceed 5% of construction cost of development as determined by the Village Building Official
12-6-9(B)	Fee in lieu of stormwater detention	\$8 per cubic foot of required stormwater detention not provided, not to exceed 5% of construction cost of development as determined by the Village Building Official
12-7-13	Ch. 12, Art. 7, Flood Hazard Protection	
	First or second violation within past 12 months	Not greater than \$1,000
	Third or subsequent violation within past 12 months	Up to \$5,000
Chapter 13, Telecommunications and Utilities Regulations		
13-1-1-8	Violation of Ch. 13, Telecommunications and Utilities Regulations	Not to exceed \$2,500
13-1-2-2	Application for registration as a telecommunications carrier or provider	\$25
13-1-5-2(A)	Application for a license or franchise	\$1,500 or 1% of estimated cost of proposed facilities, whichever is greater
13-1-5-2(C)	Refund of deposit after withdrawal, abandonment or denial of a license or franchise application	Balance of deposit provided less \$500 and all ascertainable costs and expenses incurred by Village in connection with application
13-1-5-6	Construction permit fee	\$1,500 or 1.5% of estimated cost of constructing the facilities, whichever is greater
13-1-5-7	Annual license or franchise fee	
	Aerial cable or cable in duct or conduit	\$0.50 per linear foot
	Direct burial cable	\$1 per linear foot
13-2-3(F)(7)	Nonrefundable franchise application fee	To be determined by the corporate authorities by resolution

FEES

Code Section	Subject	Fee/Fine
13-2-11(A)	Franchise fee	An amount equal to 5% per year of the grantee's annual gross revenue as permitted by law
13-2-24(B)	Violation of Ch. 13, Art. 2, Cable Communications	Not to exceed \$2,500
13-3-5	Violation of Ch. 13, Art. 3, Local Emergency Energy Plan	Not less than \$2,500 and not more than \$10,000
13-4-3	Material breach	
	Each day	Not to exceed \$750
	Each occurrence per customer	Not to exceed \$25,000
13-5-2(B)	Cable/video service provider	5% of holder's gross revenues
13-5-3(B)	PEG access support fee	1% of holder's gross revenues, or if greater, the percentage of gross revenues that incumbent cable operators pay
Chapter 14, Building Regulations*		
14-2-3	Permit fee renewal (Section 105.8)	
	First renewal or reissuance for a period not to exceed 180 days	No fee
	Subsequent renewal or reissuance for a period not to exceed 180 days	25% of the original cost of the original permit
14-3-3	Permit fee renewal (Section R105.5)	
	First renewal or reissuance for a period not to exceed 180 days	No fee
	Subsequent renewal or reissuance for a period not to exceed 180 days	25% of the original cost of the original permit
14-8-3	Fees for mechanical work (Section 106.5.2)	Not greater than \$1,000 except where the conviction for which a penalty is being imposed is the person's third or subsequent violation in the past 12 months of the regulations set forth in this chapter, in which case, the court or Administrative Hearing Officer may impose a fine of up to \$5,000. Each day that a violation is permitted to exist shall constitute a separate offense.

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Code Section	Subject	Fee/Fine
14-10-3	Fees for fuel gas work (Section 106.5.2)	Not greater than \$1,000 except where the conviction for which a penalty is being imposed is the person's third or subsequent violation in the past 12 months of the regulations set forth in this chapter, in which case, the court or Administrative Hearing Officer may impose a fine of up to \$5,000. Each day that a violation is permitted to exist shall constitute a separate offense.
14-13-4	Reinspection fees	
	First reinspection	No fee
	Second and subsequent reinspections	
	Residential construction	\$50
	Commercial construction	\$75
14-13-6	Work performed prior to issuance of permit	Twice the permit fees set forth above
14-13-7	Building permit technology fee	10% of fee otherwise due
14-14-5(A)	Site management cash deposit	
	Curb cut deposit	
	Residential	\$1,000
	Commercial	\$1,000
	Right-of-way excavation and street opening	
	Residential	\$500
	Commercial	\$1,000
	Driveways/sidewalks	
	Residential	\$1,000
	Commercial	\$1,000
	Stormwater	\$3,000
14-14-8	Resumption of work subject to a stop-work order	
	Single-family residential properties	\$250
	Multifamily residential properties	\$500
	Commercial, industrial and manufacturing properties	\$500
	Demolition stop work order	\$500
14-14-9	Sign containing rules and regulations for demolition and construction work area	\$75
14-14-10	Site management standards	
14-14-10(G)	Special street cleaning, per occurrence	\$300
14-14-10(J)	Failure to submit as-built foundation plan	Issuance of stop-work order

FEES

Code Section	Subject	Fee/Fine
14-15-7	Insurance required for contractors	\$1,000,000 per occurrence
14-16-3(B)	Tree removal permit	
	Tree in good condition	\$65, plus \$150 per each inch of diameter breast height
	Dead, nuisance, hazardous or deferred species tree	No fee
14-16-9(E)	Tree replacement fee	\$150 per diameter inch of tree removed
14-16-10(B)	Conservation area tree removal permit, per year	\$250
14-16-13(F)	Fine for removal of tree	A fine not to exceed \$2,500 and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed
14-17-1(A)	Violation of Ch. 14, Building Regulations	Not to exceed \$2,500
	Third or subsequent violation within 12 months	Not to exceed \$2,500
Chapter 15, Zoning		
3.13(26)b	Fence violation reinspection fee	\$50
5.02(1)	Development review team deposit	\$1,000
	Zoning certificate fee	
	Residential uses	\$25
	All other uses	\$50
	Minor variation application fee	\$125
	Major variation application fee	
	Single-family residential properties	\$250
	All other properties	\$500
6.23	Violation of Article VI	General penalty for violations; see Section 18-1-1
8.05(3)c	Planned unit development application fees and deposit	
	Application fees	
	Not more than 5 acres	\$1,250
	5 to not more than 10 acres	\$2,500
	10 or more acres	\$3,000
	Deposit	\$10,000
10.08(2)i	Special use application fees	
	Single-family residential properties	\$250
	All other properties	\$500, plus a deposit of \$2,000
11.09(1)xv	Sign permit	
	Nonilluminated signs (unless temporary	\$50 plus \$0.60 per square foot of gross surface area of each face thereof

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Code Section	Subject	Fee/Fine
	Canopy and awning signs	\$70, plus \$0.60 per square foot of sign area, horizontally projected
	Illuminated signs	\$70, plus \$1 per square foot of gross surface area of each face thereof
	Temporary signs	
	For each group of banners, pennants, and buntings installed at each premises or tenant's location	\$20
	For temporary signs of 50 square feet or less in area	\$30
	For temporary signs of more than 50 square feet in area	\$60
11.14(1)	Installation of a sign without a permit and/or in conflict with the provisions of Art. 11 of the Zoning Ordinance	\$200 per day of violation
	Zoning Map or text amendment fee	\$500, plus a deposit of \$1,000
Chapter 16, Subdivision Regulations		
16-3-1(A)(1)	Preliminary plat filing	
	Minor subdivision	\$250
	Major subdivision	\$500, plus deposit of \$2,000
16-3-3(B)	Final plat applications	
	Minor subdivision	\$250
	Major subdivision	\$500, plus deposit of \$2,000
16-4-4(B)(2)(b)	Sign for public meeting on subdivision	
16-5-6(A)	Burial of underground utilities	Cost of work
Chapter 17, General Offenses		
17-1-7	Destruction of property	Not to exceed \$2,500
17-1-11(D)	Retail theft	Not to exceed \$2,500
17-3-19(G)(1)	Truancy	Not to exceed \$2,500
17-3-19(G)(1)	Parental neglect	Not to exceed \$2,500
17-4-17	Violation of Ch. 17, Art. 4, Fair Housing	
	First violation	Not less than \$100 nor more than \$1,000
	Second violation	Not less than \$250 nor more than \$1,000
	Third or subsequent violations	\$1,000

FEES

Code Section	Subject	Fee/Fine
Chapter 18, Penalties and Enforcement		
18-1-1(A)	Violation of section of Code or other ordinance of the Village, each offense	Not more than \$2,500 unless otherwise provided for a specific offense
18-3-17	Administrative costs and interest charges	
	Administrative costs, minimum amount	\$40
	Interest charges, minimum; to be reassessed every 10 days until paid in full	5% of the combined total of the outstanding penalty, fine, and administrative costs

***Additional Permit Fees**

Subject	Fee
Building permit	
Residential	
Base fee	\$50
Plus per \$1,000 of construction valuation	\$10
Minimum fee	\$50
Commercial	
Base fee	\$100
Plus per \$1,000 of construction valuation	\$10
Minimum fee	\$100
Flat fees	
Fence	\$50
Shed	\$50
Gutters/downspouts	\$50
Awnings	\$50
Roofing	\$100
Plan review	
Residential: estimated cost of construction	
\$0 – \$10,000	\$50
\$10,001 – \$25,000	\$70
\$25,000 – \$50,000	\$90
\$50,001 – \$100,000	\$120
\$100,001 – \$250,000	\$150
Over \$250,000	\$150, plus \$0.50 per each \$1,000 in excess of \$250,000
Commercial	
\$0 – \$10,000	\$70
\$10,001 – \$25,000	\$120
\$25,000 – \$50,000	\$110

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Subject	Fee
\$50,001 – \$100,000	\$140
\$100,001 – \$250,000	\$170
Over \$250,000	\$170, plus \$0.50 per each \$1,000 in excess of \$250,000
Plan review fees; sprinkler systems	
Commercial	
Number of sprinklers	
1 to 20	\$230 (minimum fee)
21 to 100	\$460
101 to 200	\$605
201 to 300	\$690
301 to 500	\$1,005
Over 500	\$1,005 plus \$1.09 for each sprinkler over 500
Residential	
Number of Sprinklers	
1 to 25	\$210
26 to 50	\$245
51 to 100	\$255
Over 100	\$255 plus \$1.16 for each sprinkler over 100
Plan review fees: fire detection and alarm systems	
Number of fire alarm and detection devices	
1 to 25	\$225
26 to 50	\$460
51 to 75	\$725
76 to 100	\$875
101 to 125	\$1,045
Over 125	\$1,045 plus \$5.70 per additional device over 125
Plan review fees: standpipe, fire pump and underground water main systems	
Standpipe systems	\$245
Fire pumps	\$225
Underground water main	\$385
Plan review fees: restaurant wet chemical systems	
Number of nozzles	
1 to 15	\$305
16 to 30	\$415
31 to 50	\$525
Over 50	\$525 plus \$10 for each nozzle over 50
Plan review fees: gas suppression systems or dry chemical systems	
Pounds of suppression agent	

FEES

Subject	Fee
1 to 50	\$290
51 to 100	\$345
101 to 200	\$355
201 to 300	\$370
301 to 400	\$400
401 to 500	\$425
501 to 750	\$490
751 to 1,000	\$605
Over 1,000	\$605 plus \$0.29 for each pound of agent over 1,000
Fire Code plan review	
General precautions, emergency planning, and fire service features with any needed inspections	\$775, plus hourly rate (\$150 per hour) after 6 hours
High hazard, special hazard, or special facilities with any needed inspections	\$975, plus hourly rate (\$150 per hour) after 8 hours
Consulting type of review	
Building, fire, life safety and fire protection consulting	\$150
Demolition permit	
Residential	
Single- and multi-family residence	\$2,000
Interior demolition	\$100
Accessory structure	\$75
Commercial	
First 25,000 cubic feet of volume	\$4,000
Each additional cubic foot of volume	\$10
Interior or partial demolition of structure	\$300
HVAC permits	
Residential	
Warm air furnace/boiler	\$50
Air conditioning, each condenser unit	\$50
Commercial	
Warm air furnace/boiler, per unit	\$75
Ventilating system - mechanical, supply or exhaust ductwork, per unit	\$75
Process piping for heating/refrigeration, per unit	\$75
Air conditioning and refrigeration, for each condenser unit, per unit	\$75
Elevator permits	
Residential	
Initial installation inspection for each elevator, dumbwaiter, or man lift: first 5 floors	\$100

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Subject	Fee
Semiannual inspection for each elevator, dumbwaiter or man lift	\$75
Each additional inspection or repair arising out of complaints or inspections by the Village	\$75
Commercial	
Initial installation inspection:	
Each elevator, dumbwaiter, moving walk, escalator or man lift first 5 floors	\$200
Each additional floor above 5 floors	\$50
Semiannual inspection for each elevator, dumbwaiter, moving walk, escalator or man lift	\$75
Each additional inspection or repair arising out of complaints or inspections by the Village	\$75
Curb cut permit	
Residential	
Each running foot of curb to be broken	\$5
Inspection	\$50
Commercial	
Each running foot of curb to be broken	\$6
Inspection	\$75
Right-of-way/street opening permit	
Residential	\$100
Commercial	\$150
Driveway/sidewalk permit	
Residential	\$100
Commercial	\$75
Electrical permit	
Residential	
Services	
100 ampere service	\$40
200 ampere service	\$50
400 ampere service	\$55
600 ampere service	\$60
800 ampere service	\$70
1,000 ampere service	\$80
1,200 ampere service	\$110
1,600 ampere service	\$130
2,000 ampere service	\$140
3,000 ampere service	\$190
4,000 ampere service	\$250
15 and 20 ampere branch circuits	
0 – 50 circuits, each	\$10

FEES

Subject	Fee
51 or more circuits, each	\$5
Branch circuits exceeding 20 amperes, each	\$20
Motor or device	
First motor or device	\$20
Each additional motor or device	\$7
Single-family and duplex remodeling revisions and alterations where no new circuits are involved	
Base fee	\$50
Each \$1,000 of estimated cost or fraction thereof	\$10
Additional fees	
Minimum fee	\$50
Electrical inspection fee	\$50
Temporary wiring	\$50
Extra inspection fee	\$50
Carnivals	\$50
Vaults (except utility owned)	\$50
Burglar alarms	\$50
Antenna systems	\$50
Commercial	
Services	
100 ampere service	\$40
200 ampere service	\$50
400 ampere service	\$55
600 ampere service	\$60
800 ampere service	\$70
1,000 ampere service	\$80
1,200 ampere service	\$110
1,600 ampere service	\$120
2,000 ampere service	\$130
3,000 ampere service	\$190
4,000 ampere service	\$250
15 and 20 ampere branch circuits	
0 – 50 circuits, each	\$10
51 or more circuits, each	\$6
Branch circuits exceeding 20 amperes, each	\$20
Motor or device	
First motor or device	\$20
Each additional motor or device	\$10
Remodeling, revisions and alterations where no new circuits are involved	
Base fee	\$75
Each \$1,000 of estimated cost or fraction thereof	\$10

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Subject	Fee
Additional fees	
Minimum fee	\$75
Electrical inspection fee	\$75
Temporary wiring	\$75
Extra inspection fee	\$70
Carnivals	\$75
Vaults (except utility owned)	\$75
Fire alarm systems	\$250
Burglar alarms	\$100
Antenna systems	\$100
Plumbing permit	
Residential	
Approval of plans and inspection and testing	\$75
Each plumbing fixture	\$10
Lawn sprinkler system	\$50, plus \$1.50 per spray head
RPZ valve	\$50
Fire protection sprinkler system	\$50, plus \$2 per spray head
Flood control system	\$50
Commercial	
Approval of plans and inspection and testing	\$100
Each plumbing fixture	\$20
Lawn sprinkler system	\$75, plus \$2 per spray head
RPZ valve	\$75
Fire protection sprinkler system	\$250, plus \$2 per sprinkler head
Flood control system	\$75
Water use permit	
Residential	
New home	\$100
Multifamily units, per individual unit, apartment, condominium	\$100
Commercial	\$200
Sewer use permit	
Residential	
New home	\$100
Multifamily units, per individual unit, apartment, condominium	\$100
Commercial	\$200
Underground tanks	
New tank installation	
0 – 999 gallons	\$150
1,000 – 15,000 gallons	\$250
Replacement of tanks	
0 – 999 gallons	\$150
1,000 – 15,000 gallons	\$250

FEES

Subject	Fee
Water connection fees	
1-inch to 8-inch tap	\$800
10-inch tap	\$1,200
12-inch tap	\$1,400
14-inch tap	\$1,600
16-inch tap	\$1,800
Sewer connection fees	
Not to exceed 12 inches	\$800
12 inches and up	\$1,000
Site development and management permit	\$400