



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:15 P.M., APRIL 17, 2014**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes –**
 - A) Committee of the Whole Meeting – March 18, 2014
 - B) Committee of the Whole Meeting – April 1, 2014
- IV) Regular Business**
 - 1) Discussion Concerning the Village Board’s 2014 Strategic Plan (6:15 – 6:45 p.m.)
 - 2) Discussion Concerning a Recommendation to Modify the Commercial Vehicle Parking Regulations (6:45 – 7:15 p.m.)
 - 3) Discussion Concerning Improvements to the Pratt Avenue/Central Avenue Intersection (7:15 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: April 11, 2014

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS,
MARCH 18, 2014**

[DRAFT](#)

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 5:30PM, 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

Roll Call

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

PRESENT: President Turry, Trustees Elster, Patel, Klatzco, Leftakes, Sprogis-Marohn (6:30), Cope (6:55)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Charles Meyer, Assistant to the Village Manager; Manuel Castaneda, Public Works Director; Ashley Engelmann, Assistant to Public Works Director; Timothy Clarke, Director of Community Development; Aaron Cook, Development Manager, Community Development; Steven Elrod, Village Attorney; Charles Greenstein, Village Treasurer; Amanda Williams, Management Analyst; Robert Merkel, Finance Director; Joseph Mangan, Accountant; Janice Hincapie, Director of Parks and Recreation.

Approval of Minutes

The minutes of the March 4, 2014 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Klatzco moved to approve the minutes. Trustee Patel seconded the motion.

The motion passed by Voice Vote. Trustee Elster abstained.

Regular Business

1. Budget

*Mr. Merkel presented an overview of the proposed budget.

Budget Preparation Process

- Budget team met with each Department Head to approve budget submissions and proposed departmental goals
- Budget Workshop held on February 20
- Village Finance Committee met on March 6 to discuss the Budget in detail
- Public Meeting held on March 18
- Formal Village Board consideration on April 1
- Adhered to Financial Policies
- Village Board's Updated Vision 2015 Plan formed the foundation for the entire process

The following items were introduced:

- Revenue Comparison – All Funds
- Sales Tax Revenues 2008 – 2015
- FY2015 Budgeted Expenses – All Funds - \$33,351,676
- Expenditures Comparison – All Funds
- General Fund Budget Highlights and Issues
- General Fund Budget
- General Fund Revenue
- General Fund Expenditures and Highlights
- Personnel – Related Budget Issues
- Proposed FY2015 F.F. Transfer Activity
- Other Funds – Significant Expenditure Issues
- Water and Sewer Fund Expenditure Overview
- Water and Sewer Fund Significant Activities
- FY2015 Capital Improvements – Significant Programs

Village Finance Committee Issues – March 6, 2014 Meeting

- Recommended an increase in the number of non-resident available pool passes to fund future pool capital items
- Recommended extension of streetlight program to include McCormick Ave (Pratt to Devon)
- Recommended installation of pedestrian countdown signals at various Village intersections – Starting with Crawford and Pratt

A discussion ensued regarding potential pool pass cost increases: Average individual pass cost - \$186, based on 2014-2015 budget projections, includes a 2% price increase over 2014, 2,000 passes were sold in 2014, since 2011, there were five to six times that the pool was near or exceeded bather load capacity. Financial impact of welling additional pool passes was introduced and the use of additional revenues was suggested.

This is to return to Park Board for consideration for the 2015 pool season. The consensus was to look into Non-resident pass raises of 4%.

A discussion ensued regarding street light improvement programs. Would the additional lighting be disturbing to residents?

A discussion ensued regarding Countdown Signals.

The Budget will appear for approval on the Regular Board Meeting Agenda of April 1, 2014.

Electrical Aggregation Update

This item was presented by Mrs. Engelmann.

Background

April 5, 2011 – Referendum Approved

*October 18, 2011 approved a two year agreement with Integrys Energy Services, Inc.

- 30% Savings for residents
- Agreement was scheduled to expire on December 31, 2013

*August 20, 2013 the Village Board extended the agreement through May 2014 in order to sync with ComEd's rate release

Purpose of Discussion

*ComEd's rate release delayed until May

*Time for bid process

*Options regarding current program

The following options were presented for consideration:

A. Extend contract with Integrys until September 1, 2014

- Issue a request for qualifications (RFQ) in April 2014 to select vendors to solicit a price from once ComEd's rates are released
- Rate will increase from existing rate – indicative pricing
- New cancellation policy

B. Return customers to ComEd as of June 2014

- Customers would have a 45-60 day window to select an alternative supplier on their own, if one is not selected they will be placed on a 12 month hold with ComEd

Neighborhood communities were surveyed and information presented to the Board.

Staff Recommendation

Staff is recommending that the Village extend our contract with Integrys until September 1, 2014. This will allow the Village to compare our rates with ComEd's rates once they are released.

Village Board Direction

Seeking direction regarding the Village's electrical aggregation program once the current contract expires.

The Board consensus was Option A.

Discussion Concerning the Proposed Creation of the Devon/Lincoln Tax Increment Financing District

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

Trustee Klatzco recused himself for the duration of this discussion.

An overview of the proposed TIF area was exhibited

TIF Questions Raised

Q. Can the duration of the TIF be limited to less than 23 years?

Yes. State Law only prescribes a maximum period

Q. What circumstances should trigger the termination of a TIF?

Completion of identified projects/improvements or a determination that the TIF is not operating as envisioned.

Q. When should a TIF surplus be declared?

A fund surplus must be declared when TIF revenues on-hand exceed the projected costs of planned projects

Q. What is the cap to spend on public improvements, not including landscaping and parking costs? State law provides no cap on TIF expenditures for public improvements. Potential D-L TIF costs include about \$9 million for streetscape and \$2 million for parking

Q. When should a NEID TIF Surplus be declared?

An assessment should be made as to the remaining projects and costs to determine when and the amount of surplus that should be declared.

D-L TIF Potential Projects and Costs were identified for a total of \$25,000,000

Representatives from Caine McKenna and Western Solutions addressed the Board.
Discussion and questions ensued.

The question was posed, “ In the event an accord regarding moving ahead is reached with the other taxing bodies – how would Trustees vote (straw vote)”:

Patel – Yes, Elster- Yes, Sprogis-Marohn -Yes, Cope-Yes with caveat, Leftakes-Yes with caveat.

Discussion indicated that direction would come to the next Committee of the Whole with items identified by Mr. Elrod.

Does any trustee object to Trustees Patel and Elster continuing discussion with other taxing body? A possible sub-committee meeting with taxing bodies should take place before the April 1 Village Board Meeting.

Adjournment

At 7:30PM Trustee Leftakes moved to adjourn Committee of the Whole, seconded by Trustee Elster

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS,
APRIL 1, 2014**

[DRAFT](#)

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30PM, Tuesday, April 1, 2014 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois

Roll Call

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

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

ABSENT: Trustee Sprogis-Marohn

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Manuel Castaneda, Public Works Director; Ashley Engelmann, Assistant to Public Works Director; Timothy Clarke, Director of Community Development; Steven Elrod, Village Attorney; Charles Greenstein, Village Treasurer; Amanda Williams, Management Analyst; Paul Eisterhold, Plan Commission Chair.

Approval of Minutes

Minutes of the Committee of the Whole of April 18, 2014 were not available for review.

Regular Business

1. Discussion Concerning the Proposed Creation of the Devon/Lincoln TIF District

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

Trustee Klatzco recused himself for the duration of this discussion.

Trustee Patel presented a review of the March 31 meeting with Trustee Patel, Trustee Elster, representatives from Districts 74 and 219 and Lincolnwood Library. He spoke of talking points regarding: Establishment of TIF goals, possible early closing date for the TIF, fund balances and Public Works projects, plans for creation of a defined budget.

Questions were welcomed however there were no questions from the audience or the Board.

Mr. Wiberg stated that a Public Hearing can be closed and the Village would have 90 days to adopt an Ordinance regarding the TIF.

Attorney Elrod stated that the process is complete and the Village may return to the Joint Review Board.

Trustee Elster stated that informal discussions were positive and that a good base has been set for further discussion.

2. Biennial Status Report of the Zoning Board of Appeals

This item was presented by Mr. Herbert Theisen, temporary chair, Zoning Board of Appeals and Community Development Director Timothy Clarke.

Current Members of the Zoning Board of Appeals

- Herbert Theisen, Acting Chair
- Paul Gordon
- Paul Grant
- Jean Ikezoe-Halevi
- Christopher Nickell
- Kathy O'Brien
- One Board Vacancy

Residents Serving on Board During Report Period

- Late Chairman S.J. Malkin
- Mary Couzin
- Christopher Martel

Duties of Zoning Board of Appeals

1. Hear and Make Recommendations on Applications for Variations to the Zoning Code
2. Hear and Make Recommendations* Concerning Appeals Determinations Made by the Zoning Officer.

*During report period duty was modified from final determiner to recommendation to Village Board

ZBA Activities During Report Period

- Held 12 Public Meetings between July 2012-January 2014
- Convened 18 Public Hearings – 12 Residential Cases, 6 Commercial Cases

Nature of Variation Cases Received

- 6 Off-street Parking Variations – 4 commercial, 2 residential
- 4 Fence Variations
- 3 Sign Variations/Special Signs
- 3 Residential Setback Variations
- 2 Residential Building/Lot Coverage Variations
- 2 Commercial Landscape Variations
- 1 Residential Accessory Structure Variation

Appeal of Zoning Officer Determination

One Appeal Received (Shore) Believed to be the only formal appeal ever received by Village.

Other Activities

Recommended consideration of a text amendment to allow PVC fences

2014-16 Anticipated Activities

- Continue review of zoning variation requests
- Make recommendations on text amendments when deemed appropriate.

President Turry spoke of the vacancy on this board and of trying to fill it.

President Turry requested that Mr. Theisen remain as Board Chairman. Mr. Theisen agreed

President Turry offered thanks to all members of the Zoning Board for their work.

3. Discussion Concerning the Appointment of Representatives to Review an Incentive Request

President Turry recommended that Trustees Patel and Leftakes meet with 2 members of the Economic Development Commission, Staff members, Village Council, and a representative of Kane McKenna to review possible incentive requests.

Questions and comments from Trustee Cope.

Board concurs with the recommendation.

Adjournment

At 7:15PM Trustee Patel moved to adjourn Committee of the Whole, seconded by Trustee Klatzco.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: April 11, 2014

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

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:15 p.m.** on **Thursday** evening. Dinner will be available beginning at 5:30 in the Village Hall Board Conference Room. Please find below a summary of the items on the COTW agenda:

1) **Discussion Concerning the 2014 Village Board Strategic Plan (6:15 – 6:45 p.m.)**

Every two years the Village Board meets to discuss broad goals for pursuit by the Village over the ensuing several years. On January 28, the Village Board conducted its semi-annual Strategic Planning meeting, facilitated by Robert Oberwise of Executive Partners. Following this meeting, the Village's senior management group met to develop objectives to achieve each of the goals established by the Village Board. On Thursday evening, Mr. Oberwise will summarize for the Board the proposed plan and the objectives recommended by Village staff. [Attached](#) is the proposed Strategic Plan.

2) **Discussion Concerning a Recommendation to Modify the Commercial Vehicle Parking Regulations (6:45-7:15 p.m.)**

The Board referred several potential modifications to the regulations concerning the parking of commercial vehicles to the Traffic Commission so that the public could have an opportunity to discuss the proposals. [Attached](#) is a memorandum from the Police Chief summarizing the public meeting process and the proposed parking modifications.

3) **Discussion Concerning Improvements to the Pratt Avenue/Central Avenue Intersection (7:15 – 7:30 p.m.)**

For the past two years, Village staff has been leading an effort with the City of Chicago and Village of Skokie to construct a left-turn lane for south-bound Central Avenue, to east-bound Pratt Avenue. This intersection has four jurisdictions sharing ownership, the three mentioned municipalities and the Illinois Department of Transportation, which owns the traffic signals. After many meetings, all parties have agreed to a joint sharing approach to implement this improvement. [Attached](#) is a memorandum from the Assistant to the Public Works Director summarizing the proposed cost sharing and construction schedule.

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



STRATEGIC PLAN REPORT 2014 – 2016

APRIL 2014



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VISION STATEMENT



The Village of Lincolnwood effectively blends the advantages of urban proximity with quality suburban amenities. Families are drawn to Lincolnwood in part because of superior schools, parks and convenience of commerce and transportation links. Lincolnwood is a stable community with long-term residents who stay here due to the consistently strong property values, variety of housing stock and the vitality of diverse neighborhoods. The Village government, through effective strategic planning and timely responsiveness to changing conditions, continues to offer excellent public services in a fiscally responsible manner, often with more attractive tax rates than surrounding communities.

The Village of Lincolnwood's vision includes a commitment to an even more business friendly environment. Attracting destination developments on several key Village sites is a focus for the community. Additional restaurants in the Village would be considered a plus. The development of a new community recreational center is also desired to enhance the parks programming opportunities.

The Village continues to look for ways to improve the effectiveness of its services and the efficiency of the process to deliver them.

VILLAGE OF LINCOLNWOOD CORE VALUES



- Education
- Diversity
- Business development
- Integration of neighborhoods
- Parks and open space
- Sound/professional government
- Customer service

SWOT ANALYSIS – WHERE WE ARE TODAY

(Strengths, Weaknesses, Opportunities, Threats)



STRENGTHS	WEAKNESSES
<ul style="list-style-type: none"> • Schools • Improved maintenance and replacement of infrastructure cycle • Fiscally sound • Location • Major development opportunities • Solid employee management structure/veteran staff • Educated constituents • Diverse population • Village Board working relationship • Home rule community • Essential public services • Staff and Board relationship • \$ value for parks programs • Agile - government 	<ul style="list-style-type: none"> • Need more planning • Managing Lincolnwood's borders • Reliance on car dealerships' sales tax revenue • Traffic as a result of border communities • State of IL – fiscal condition • Aging population • Fully developed community • Aging housing stock • Parking issues with development • Discord between taxing bodies • Overall size of community • Increasing cost of water supply (Chicago) • Unknown storm water costs and needs • Public apathy • Lack of public transportation • Attracting new businesses • Aging business property stock
OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> • Polling the public • Property value increases • Purple Hotel site • Coordination with other government bodies – shared services • Bell & Howell site • Making friends in Springfield • Promotion of green space • New and expanded TIFs • Alternative water sources • Comprehensive plan • Touhy retail overlay • Coordinated effort with planning • Vacant sites • Devon Avenue • Continuation of grant funding • Bonds maturation • Dominick's location redevelopment • Commission openings and new talent 	<ul style="list-style-type: none"> • Springfield/Chicago/Cook County • Bonds maturity • Possible decline in Lowe's • Possible downturn in economy • If Washington stops municipal bonding • If something happens to fire department and/or unionization • Pension obligations • State of IL insolvency • Disproportionate decrease in property values • Wal-Mart/Mariano's outside Lincolnwood • Devon stagnation without a TIF • Minimum wage • Unionization of FD • Lack of availability of part-time staff • Internet sales – loss of tax revenue

DESIRED VISIONARY OUTCOMES BY ELEMENT – 3 TO 5 YEARS



What we want to look like five years from now

DEVELOPMENT

- Shoppes at Lincoln Pointe
- Lincoln Avenue at Devon renewed
- Bell & Howell site redeveloped
- Dominick's site reused
- Retail in Touhy Avenue overlay district considered
- Outlot at Lowe's developed
- Jaffa Bakery open
- Town Center warehouse building redeveloped
- Devon Avenue Center (Smart Jewelers) reoccupied
- A plan in place for infrastructure renewal

RESIDENTIAL

- Foreclosure stock diminished
- Reinvestment and rehab of residential properties happening

ECONOMICS

- Tax base diversified
- Auto/sales tax/property tax improved
- Not reliant on Chicago water
- Storm water management plan in place
- Waste management program in place (recycling opportunity)
- Municipal share of state income tax maintained
- State income tax rollback ?

LEADERSHIP/GOVERNANCE

- Shared services with other taxing bodies
- Lincolnwood with a voice in Springfield
- Strengthening of overall municipal power with State
- Involvement with NW Municipal Conference continues

COMMUNITY PLANNING

- Improved public transportation
- Comprehensive planning reviewed
- Commissions and Boards realigned
- Relations with other taxing bodies improved
- Lincolnwood is a destination
- Traffic planning with new development in/out of Lincolnwood
- Storm water plan in place

COMMUNICATION/COMMUNITY IMAGE

- Communicate information about Lincolnwood to those seeking housing in the community
- Collaboration with the Chamber of Commerce
- Parks programs are effectively promoted
- Sending clear, positive messages to the business community

VILLAGE SERVICES

- Improved perception and communication of Village services
- React quickly to business opportunities
- More open to various business opportunities
- Focused on solutions, not obstruction of business opportunities

GOALS - 2014 - 2016



1. Continue development of Shoppes at Lincoln Pointe – creating a positive community impression and implications
2. Continue development and implementation of a Capital Plan
3. Maintain low residential property tax
4. Continue the Village's realistic fiscal policy
5. Reexamine and update the Comprehensive Plan
6. Study and establish a Comprehensive Transportation Plan – (incorporate Devon Avenue transportation to Edgebrook and Jefferson Park)
7. Finalize Storm Water Plan
8. Review and determine opportunities to support Devon/Lincoln district
9. Develop a new competitively priced source of water
10. Review the Lincoln Avenue Taskforce Plan and determine actions
11. Reuse of Dominick's site
12. Redevelop Bell & Howell site

GOALS/OBJECTIVES - 2014 – 2016



GOALS	OBJECTIVES	RESPONSIBLE DEPARTMENTS
Continue development of Shoppes at Lincoln Pointe – creating a positive community impression and implications	<ul style="list-style-type: none"> Facilitate review process Negotiate tax incentive package Bring project forward to plan commission, EDC, Village Board Maintain Village's interests throughout the process 	Community development Finance Office of Village Manager
Continue development and implementation of a Capital Plan	<ul style="list-style-type: none"> Hire new Village Engineer Prioritize infrastructure needs: street, water, storm sewers, trees, parks, municipal building, sidewalks, lighting, equipment Evaluate current infrastructure Look for alternate funding sources Lay out Capital Business Plan for Board direction 	Finance Public works Parks Other departments as appropriate
Maintain low residential property tax	<ul style="list-style-type: none"> Work on filling at least 25% of the challenged properties Identify ways to diversity revenue (less reliance on property tax) Create resource sharing with other government entities 	Community development Finance Office of Village Manager
Continue the Village's realistic fiscal policy	<ul style="list-style-type: none"> Continue to develop a conservative/balanced budget Department head – develop balanced budget, manage to balanced budget 	Finance Office of Village Manager All departments
Reexamine and update the Comprehensive Plan	<ul style="list-style-type: none"> Identify recommended body to review Comprehensive Plan Secure consultant to assist in preparation of Comprehensive Plan Develop future population projections and factor into planning process Obtain community input 	Community development Office of Village Manager

GOALS/OBJECTIVES - 2014 – 2016 (continued)



GOALS	OBJECTIVES	RESPONSIBLE DEPARTMENTS
Study and establish a Comprehensive Transportation Plan – (incorporate Devon Avenue transportation to Edgebrook and Jefferson Park)	<ul style="list-style-type: none"> • Begin conversations with CTA/Pace Bus line regarding Edgebrook/Jefferson Park connection • Promote non-vehicular transportation opportunities • Assess and review opportunities for senior transportation • Review traffic studies with new Village Engineer 	Police department Public works Parks
Finalize Storm Water Plan	<ul style="list-style-type: none"> • Review and approve storm water engineering with Board • Engage community in understanding the engineering • Implement pilot design site • Develop alternative revenue sources • Make recommendation to Village Board on plan and implementation process 	Public works Office of Village Manager Finance
Review and determine opportunities to support Devon/Lincoln district	<ul style="list-style-type: none"> • Create business case and implementation plan • Identify development priorities • Develop a street scape plan • Establish TIF or seek additional funding sources • Collaborate with other taxing bodies • Begin execution process 	Community development Office of Village Manager
Develop a new competitively priced source of water	<ul style="list-style-type: none"> • Follow up with Skokie/Evanston options • Evaluate options and develop business case • Meet with fire and water committees • Make recommendation to the Village Board 	Public works Office of Village Manager Finance
Review the Lincoln Avenue Taskforce Plan and determine actions	<ul style="list-style-type: none"> • Review as a part of comprehensive plan update • Initiate review by Plan Commission • Make recommendation to Village Board incorporating taskforce changes 	Community development Office of Village Manager

GOALS/OBJECTIVES - 2014 – 2016 (continued)



GOALS	OBJECTIVES	RESPONSIBLE DEPARTMENTS
Reuse of Dominick's site	<ul style="list-style-type: none"> • Work with potential purchase user • Negotiate incentive requests to Village • Facilitate alternate use, if appropriate 	Community development Office of Village Manager
Redevelop Bell & Howell site	<ul style="list-style-type: none"> • Determine the priority level of this site • As a part of the comprehensive plan, identify vision and options for this property • Present options to the Village Board 	Community development Office of Village Manager



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: April 17, 2014

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

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

Current Code

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

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

Traffic Commission

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

The Commission made the recommendation for the following reasons:

1. Commercial and recreational vehicles adversely affect the character of residential neighborhoods. Commercial vehicles should be parked at the owner's place of business, not his home. Part of the cost of owning a commercial vehicle

is the cost of providing proper storage.

2. There are challenges with enforcing the current Code with regard to recognizing Class 1 Commercial Vehicles. The current Code prohibits vehicles weighing over 12,000 pounds. The Village Code with regard to commercial vehicles and the Zoning Code with regard to recreational vehicles is attached.
3. There is a general concern regarding safety including the restricted line of sight at intersections caused by commercial vehicles, attractive nuisances, and the use of commercial vehicles in the commission of criminal acts. It is very common for criminals to use white panel vans and pick-up trucks in the commission of their crime.

Committee of the Whole

The Traffic Commission's recommendation was reviewed by the Committee of the Whole on December 17, 2013. After review and discussion, the consensus of the Board was to remand the matter back to the Traffic Commission to hold a public meeting.

Traffic Commission

Staff announced the date of the Traffic Commission's meeting to discuss commercial and recreational vehicle parking during the December 17, 2013 Village Board meeting, in a news release to the media, in the Connections newsletter, on the Village's website, and on the local cable television channel.

On February 20, 2014, the Traffic Commission met at its regularly scheduled meeting to discuss commercial and recreational vehicle parking. Chairman Gelfund explained the purpose of the meeting to the public and solicited input. Eight residents spoke at the meeting, two in favor of restricting commercial and recreational vehicles and six opposed stricter regulations.

Following review and discussion, the Traffic Commission unanimously voted in favor of revising the Code to include the following:

1. Allow passenger vehicles, motorcycles, passenger vans with RV license plates, and noncommercial vehicles weighing less than 8,000 pounds with passenger or class B license plates to park on residential roadways and private residential driveways.
2. Prohibit parking any commercial truck, trailer, semi-trailer, bus, or commercial vehicle on any residential roadway or residential driveway between 7:00 p.m. and 7:00 a.m.
3. Define taxi and livery vehicles as commercial vehicles.
4. Define non-commercial vehicles as having single rear wheels only, no signs, no advertisements, no business identifications, no business license plates, no attached auxiliary equipment, no snow plows, no equipment racks, and/or no

storage boxes or lockers.

5. Prohibit debris, construction materials and/or equipment intended for commercial or business use from being present in a non-commercial vehicle, whether open or covered.
6. Require non-commercial cargo and panel vans to have side and rear windows and seating behind the driver's seat.

Village Board Direction

Staff is seeking direction regarding the Traffic Commission's recommendation to revise the Code regarding commercial and recreational vehicle parking.

Village Board Options

1. Status Quo
2. Traffic Commission's Recommendation
3. Hybrid Approach Maintaining Current Code with Minor Revisions

Documents Attached

1. October 24, 2013 Approved Traffic Commission Minutes
2. Chapter 7 Traffic Code
3. Zoning Code Chapter 15 7.11 Off-Street Parking and Loading
4. Zoning Code Chapter 15.7.12 Parking and Storage of Recreational Vehicles...
5. December 17, 2013 Memorandum to the Board
6. December 17, 2013 PowerPoint Presentation
7. December 17, 2013 Committee of the Whole Minutes
8. Draft February 20, 2014 Traffic Commission Minutes

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

1) Call to Order

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

2) Pledge to the Flag

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

3) Roll-call

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

Trustee Ronald Cope and Commissioner James Lee were absent.

4) Report by Chair

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

5) Approval of Traffic Commission Minutes

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

6) Unfinished Business

a) Alternate Side Parking Signage

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

b) 4601 W. Touhy Avenue Traffic and Parking Challenges

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

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

c) Standardization of Crosswalks

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

d) Commercial and Recreational Vehicle Parking Restrictions

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

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

7) New Business

a) Central and Sauganash Turn Restrictions

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

Chief LaMantia recommended the Commission defer any discussion or action

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

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

b) Line of Sight Pratt and LeClaire

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

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

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

c) 2014 Meeting Dates

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

8) Public Forum

None

9) Report by Staff

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

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

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

10) Good of the Order

None

11) Adjournment

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

VILLAGE OF LINCOLNWOOD

Chapter 7. TRAFFIC CODE

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

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

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

COMMERCIAL VEHICLE

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

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

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

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

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

TRAILER

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

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

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

Village of Lincolnwood

Chapter 15. ZONING

Article VII. OFF-STREET PARKING AND LOADING

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

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

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

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

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

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

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

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

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

VILLAGE OF LINCOLNWOOD

Chapter 15. ZONING

Article VII. OFF-STREET PARKING AND LOADING

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

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

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

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

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

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

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

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

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

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

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

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

a. Parking or storage in an unlocked condition.

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

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

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

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



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: December 17, 2013

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

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

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

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



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

each year.

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

The Commission made the recommendation for the following reasons:

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

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

Documents Attached

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

Commercial and Recreational Vehicle Parking Restrictions



December 17, 2013
Committee of the Whole

Chapter 7 - Traffic Code

- No Commercial Vehicle Parking on Any Residential Street Between 7:00 p.m. and 7:00 a.m.
- Commercial Vehicles are Defined as Vehicles Over 12,000 Pounds, Having Equipment Installed and/or Markings

12,000 Pound Vehicles??



Panel Vans are Not Restricted on Public Streets or Private Driveways





Photographed 12-16-13

Code Allows Vehicles Under 12,000 Pounds in a Residential Driveway



One Livery Vehicle is Permitted in Each Residential Driveway



Photo courtesy of Jay Kleeman

Boats and Boat Trailers

Chapter 15 - Zoning

- Boats and Boat Trailers Shall Be Parked in a Fully Enclosed Building From October 31 Until April 1, Each Year.
- Boats and Boat Trailers are Permitted on Residential Driveways Between April 1 and October 30



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Snowmobiles and Snowmobile Trailers

Chapter 15 - Zoning

- Snowmobiles and Snowmobile Trailers Shall be Parked in a Fully Enclosed Structure from April 1 Until November 30, Each Year
- Snowmobiles and Trailers May Be Parked in Residential Driveways Between December 1 and March 31

The Traffic Commission is
Recommending Restricting
Commercial and Recreational Vehicles
On Streets and Residential Driveways.

Traffic Commission Justification

- Commercial Vehicles Adversely Affect the Character of Residential Neighborhoods
- There are Challenges Associated With Enforcing Commercial Vehicles, When Defined by Weight

Justification (cont.)

- There is a General Concern That Parking Commercial Vehicles on Residential Streets Compromises Safety
- A Survey of Several Neighboring Communities Shows Lincolnwood is Less Restrictive Than Most

Neighboring Communities

Chicago

Commercial Vehicles are Prohibited From Parking on Residential Streets

Evanston

Commercial Vehicles are Prohibited From Parking on Streets With More Than 50% Residential From 9:00 p.m. Until 7:00 a.m.

Neighboring Communities (cont.)

Skokie

Commercial Vehicle Parking is Prohibited
on Residential Streets From 9:30 p.m.
Until 7:00 a.m.

Wilmette

Commercial Vehicle Parking is Prohibited
on Residential Streets

Neighboring Communities (cont.)

Niles

- Commercial Vehicle Parking is Prohibited on Residential Streets
- Parking a Boat on a Private Driveway is Permitted Under Certain Conditions

Neighboring Communities (cont.)

Morton Grove

Unlimited Storage of Commercial and Recreational Vehicles Less Than Eight Feet High is Restricted to Side and Rear Lots

Traffic Commission Recommendations

- Amend the Traffic and Zoning Codes to Restrict Boats, Trailers, Recreational Vehicles, Snowmobiles, Livery Vehicles, Commercial Vehicles on All Residential Streets and Residential Driveways Between 7:00 p.m. and 7:00 a.m.
- Define Commercial Vehicles as Any Vehicle With a “B” Truck Plate or Higher (60 currently registered in Lincolnwood)
- Homeowners May Request Permission to Store a Vehicle for a Couple of Days for Maintenance, etc.

Village Board Alternatives

- Approve All of the Traffic Commission's Recommendations
- Approve Some of the Traffic Commission's Recommendations
- Deny All of the Traffic Commission's Recommendations
- Refer the Matter Back to the Traffic Commission for a Publicized Public Meeting

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
DECEMBER 17, 2013**

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30 PM, Tuesday, December 17, 2013 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

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

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

ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Timothy Clarke, Director of Community Development; Robert LaMantia, Chief of Police; Charles Greenstein, Village Treasurer; Amanda Williams, Management Analyst; Ashley Engelmann, Assistant to the Public Works Director; Manuel Castaneda, Director of Public Works; Donald Gelfund, Traffic Commission Chair, Georjean Nickel, Traffic Commission; Paul Eisterhold, Plan Commission Chair.

Approval of Minutes

The minutes of the December 3, 2013 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Sprogis-Marohn moved to approve the minutes. Trustee Patel seconded the motion. The motion passed by Voice Vote.

Regular Business

1. Discussion Concerning the Parking of Commercial Vehicles

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

The Traffic Code – Chapter 7 was identified

- No Commercial Vehicle parking on any residential street between 7PM and 7AM
- Commercial Vehicles are defined as vehicles over 12,000 pounds having equipment installed and/or markings

Photographs of 12,000 pound vehicles were displayed

Panel Vans are not restricted on Public Streets or Private Driveways.

Current Code allows vehicles under 12,000 pounds in a residential driveway.

One Livery Vehicle (taxi) is permitted in each residential driveway.

Traffic Code – Chapter 15

- Boats and Boat trailers shall be parked in a fully enclosed building from October 31 until April 1 each year
- Boats and Boat Trailers are permitted on residential driveways between April 1 and October 30

Traffic Code – Chapter 15

- Snowmobiles and Snowmobile Trailers shall be parked in a fully enclosed structure from April 1 until November 30 each year
- Snowmobiles and Trailers may be parked in residential driveways between December 1 and March 31

The Traffic Commission is recommending restricting Commercial and Recreational vehicles on streets and residential driveways

Traffic Commission Justification

- Commercial vehicles adversely affect the character of residential neighborhoods
 - There are challenges associated with enforcing commercial vehicles, when defined by weight
 - There is a general concern that parking commercial vehicles on residential streets compromises safety
 - A survey of several neighboring communities shows Lincolnwood is less restrictive than most
- Restrictions were identified in the communities of Chicago, Evanston, Skokie, Wilmette, Niles and Morton Grove

Traffic Commission Recommendations

- Amend the Traffic and Zoning Codes to restrict boats, trailers, recreational vehicles, snowmobiles, livery vehicles, commercial vehicles on all residential streets and residential driveways between 7PM and 7AM
- Define Commercial Vehicles as any vehicle with a "B" truck plate or higher (60 currently registered in Lincolnwood)
- Homeowners may request permission to store a vehicle for a couple of days for maintenance, etc.

Village Board Alternatives

- Approve all of the Traffic Commission's recommendations
- Approve some of the Traffic Commission's recommendations
- Deny all of the Traffic Commission's recommendations
- Refer the matter back to the Traffic Commission for a publicized Public Meeting

Georjean Nickel, Traffic Commission member, addressed the Board regarding this issue.

Discussion ensued with recommendation to staff to contact residents regarding this matter. The consensus was to remand the item to the Traffic Commission. This information will appear in the next Village Newsletter and the item will appear on the agenda of the Traffic Commission at their meeting of February 20, 2014.

Adjournment to Executive Session

At 7:15P.M. Trustee Elster moved to adjourn the Committee of the Whole meeting to Executive Session for the purpose of discussion relating to personnel and review of Executive Session minutes, seconded by Trustee Patel.

Upon roll call the results were:

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

NAYS: None

Adjournment

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

The motion passed with a Voice Vote

Respectfully Submitted,

A handwritten signature in cursive script that reads "Beryl Herman".

Beryl Herman
Village Clerk

Village of Lincolnwood
Draft Traffic Commission Meeting Minutes
February 20, 2014

1. Call to order

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

2. Pledge to the Flag

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

3. Roll Call

Commissioners Mark Bonner, Antonio Costantino, Donald Gelfund, Georjean Nickell, Claude Petit, Scott Troiani, James Lee, Officer Timothy Schaefer and Sergeant Michael Cahill were present.

Assistant to the Public Works Director Ashley Engelmann was excused to attend the Village Budget meeting, Chief Robert LaMantia was present for the discussion on Board and Commission Meeting Protocol Discussion and excused to attend the Village Budget meeting, and Village Engineer James Johnson was absent.

4. Report by Chair

Chair Gelfund reported that Airoom applied to have 1995 Code restricting Designated Parkway Parking on the 6800 block of Keystone repealed.

5. New Business

a. Chief LaMantia presented Board and Commission Meeting Protocol.

b. Commercial and Recreational Vehicle Ordinance

Chair Gelfund asked for input from the community regarding the Traffic Commission's recommended changes to the Commercial and Recreational Vehicle Ordinance.

Ms. Debra Stang
6910 North Keating Avenue

Ms. Stang reported that she owns a 40 foot class a motorhome and it is very unnecessary under any circumstances to restrict motorhomes within the Village. She further stated that when preparing to travel, it sometimes takes over 24 hours to prepare the camper and the refrigeration system in the vehicle.

In 2010, she had a house fire and lived in the motorhome while the house was being repaired. During that time they received a notice of being in violation of the recreational vehicle parking restrictions. She requested the Ordinance not be changed, and that they be allowed to park their RV for at least 48 hours, as the Ordinance currently states.

Mr. Mike Lisle
6639 Longmeadow Avenue

Mr. Lisle stated he has been a resident of Lincolnwood for 30 years and applauds the Commission on the proposed changes to the Code. He has seen changes for the worse (in the Village) because of commercial vehicle parking. In his neighborhood a resident parks a flatbed pickup truck almost on a nightly basis. He also stated that someone has a broken down pick-up truck, in a state of disrepair on the driveway near his house.

Mr. Lisle stated that he has called to complain about this pick-up truck, but was told by a community service officer that it was unclear if the Ordinance could be enforced, because the license plate could not be seen from the street. He welcomes the Village to provide more specific regulations or restrictions so that officers have defined, clear rules to enforce the codes as they are written.

Mr. Daniel May
6907 Kilpatrick Avenue

Mr. May stated that he grew up in Lincolnwood and has lived here for 27 years. Mr. May stated that the trailer and bobcat parked on the driveway in the PowerPoint presentation belong to him. He requested a variation to expand his garage so that he could park his vehicles inside, but it was denied. In addition he wanted to know why, since he pays taxes for Village stickers and license plates, he shouldn't be allowed to park on his private driveway.

Mr. May also stated that he uses that bobcat to plow snow for all his neighbors in the neighborhood and no one ever complains about him doing this for the neighbors. He said changing the Code would cause him an undue hardship. He usually parks his vehicles at his grandmother's house, but sometimes he has to leave early in the morning, or is too tired to park them there, so he parks them at his house in Lincolnwood.

Georgia Talaganis
3955 Estes Avenue

Ms. Talaganis spoke about how she liked the proposed changes to the Code. This issue is a character of community concern. The number of panel vans parked within the Village is becoming excessive. Her concern

was that there are panel trucks parked on residential driveways that are not registered to the Village of Lincolnwood. Many of the panel trucks are registered to other towns, and that because they are not allowed to park in those towns, owners bring them home to Lincolnwood. She also stated that these same vehicles come and go at all hours of the night.

Guilford Cunningham
6910 North Keating Avenue

Mr. Cunningham said his concern with the proposed Code is in regards to recreational vehicles and boats. He stated that he has a 1957 classic vehicle with a cover on it in his driveway and received a ticket for a disabled/abandoned vehicle on property. He also parks his nice-looking RV on his driveway and received a ticket. His recreational vehicle is in good condition, he is taking care of it, is not blocking any sidewalks, and he feels that with the amount of taxes that he pays to the Village he should be able to park it on his driveway.

Mr. Cunningham also stated that with the amount of taxes, legally licensed, legally tagged, maintained and taken care of, that they should not have to ask for permission to park his recreational vehicle for any amount of time on their driveway.

Ramis Seka
4534 North Shore Avenue

Mr. Seka spoke about how he has lived in Lincolnwood for two years and chose Lincolnwood because it is a very nice community. His father, who is a cab driver, left his taxi cab out in the street one night and received a ticket. He understands the ordinance behind parking commercial vehicles in the street, but also feels that with paying taxes (to the Village) that they should be allowed to park a taxi on their driveway because it is private property.

Mr. Sika explained that changing the Code and restricting a taxi from parking in the driveway would be an undue hardship for him and his family.

Chand Siraji
6878 North Kilpatrick Avenue

Mr. Siraji has been a resident of Lincolnwood for four years and previously lived in Chicago. He owns a taxi and needs to park that taxi in his driveway.

His family has a one car garage and needs to park the family car in a garage. He needs to park his taxi in the driveway because he comes and goes a lot. He does not understand why the village is going to force him to pay \$100 a week for a parking spot when he pays \$14,000 in taxes to

the Village. He stated that he should be able park is taxi on his own driveway.

Donald Broniarczyk
6847 Keating Avenue

Mr. Broniarczyk said he has been a resident of Lincolnwood for 60 years, and he enjoys living in Lincolnwood. However, over the last 20 years there have been too many regulations passed in the Village. Mr. Broniarczyk stated, “These people with their work vehicles in my neighborhood do not bother me. I do a lot of things on and around my house. Please leave these people alone, there are too many regulations.”

Following the input from the community, and deliberation, and Commissioner Nickell made a motion to recommend the following language be incorporated into the Code:

Following review and discussion, the Traffic Commission unanimously voted in favor of revising the Code to include the following:

- i. Allow passenger vehicles, motorcycles, passenger vans with RV license plates, and noncommercial vehicles weighing less than 8,000 pounds with passenger or class B license plates to park on residential roadways and private residential driveways.
- ii. Prohibit parking any commercial truck, trailer, semi-trailer, bus, or commercial vehicle on any residential roadway or residential driveway between 7:00 p.m. and 7:00 a.m.
- iii. Define taxi and livery vehicles as commercial vehicles.
- iv. Define non-commercial vehicles as having single rear wheels only, no signs, no advertisements, no business identifications, no business license plates, no attached auxiliary equipment, no snow plows, no equipment racks, and/or no storage boxes or lockers.
- v. Prohibit debris, construction materials and/or equipment intended for commercial or business use from being present in a non-commercial vehicle, whether open or covered.
- vi. Require non-commercial cargo and panel vans to have side and rear windows and seating behind the driver’s seat.

The motion was seconded by Commissioner Troiani. The motion was unanimously approved.

6. Public Forum

Ramis Ceka
4534 North Shore Avenue

Mr. Ceka commended the Commission for the tough decisions that they had to make.

7. Report by Staff

None

8. Good of the Order

Chair Gelfund reminded the Commissioners that they are welcome and encouraged to come to the Village Board meetings. He would like to see the Commission better represented at the Village Board meetings.

The next Traffic Commission meeting is scheduled for March 20, 2014.

9. Adjournment

There being no further business, at 9:05 p.m., Commissioner Bonner made a motion to adjourn the meeting. The motion was seconded by Commissioner Lee. The motion was unanimously approved.

Minutes prepared by Sergeant Michael Cahill



MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Ashley Engelmann, Assistant to the Public Works Director

DATE: April 7, 2014

SUBJECT: Pratt and Central Avenue Traffic Signal

Background: In September of 2012 staff presented a grant opportunity to the Village Board at a Committee of the Whole (COTW) meeting to apply for funding for an updated signal at Pratt and Central Avenues which would include a dedicated left hand turn lane on Central Avenue going south; turning east onto Pratt Avenue.

Due to the shared jurisdiction nature of the intersection, the Village of Lincolnwood took the lead in scheduling meetings with the City of Chicago, the Village of Skokie and the Illinois Department of Transportation (IDOT) to discuss the project. All parties supported the project. The City of Chicago agreed (in writing) to utilize their STP funds for this project to expedite the construction. The City of Chicago is guaranteed a certain percentage of STP funds and is only required to provide a 20% local match (as opposed to the 30% local match that is normally required for STP funds). The North Shore Council of Mayors (NSCM) agreed that if the project was funded, the local agencies involved would only be required to provide a 20% match. The City of Chicago stated that in return for the use of their STP funds the Village of Lincolnwood would become the project leader and apply for STP funding that would reimburse the City of Chicago for the project.

In January of 2013 the Village was notified by the North shore Council of Mayors (NSCM) that Surface Transportation Program (STP) funding was approved for the design and construction of the project.

Phase I approval for the project was received in May 2013. On May 7, 2013 the Village Board approved agreements to authorize Phase II of design of the signal. Design of the signal is complete and a bid opening is scheduled for April 24, 2014 on IDOT's bid letting schedule.

Purpose: To discuss phase III (construction) of the traffic signal.

Phase III Financial Breakdown: On February 21, the Village sent a letter to IDOT requesting they pay for the 20% local match required for construction of the Pratt and Central Avenue signal. This request was made due to the fact that IDOT owns this signal. On April 4, 2014 the

Village received a response from IDOT indicating that they would subsidize 13.3% of the 20% local match. This equates to a total of \$98,667 in construction and construction engineering fees. The remaining 6.7% or \$49,333 would then be split between the Villages of Lincolnwood, Skokie and the City of Chicago. The Village's financial responsibility for construction and construction engineering is \$16,444.33 (\$49,333/3). Both the Village of Skokie and the City of Chicago have agreed to pay the local match. The complete financial breakdown for construction may be found below:

	Total Cost	Federal (Grant)	%	IDOT Share	%	Local Share*	%
Construction	\$675,000	\$540,000	80.0%	\$90,000	13.3%	\$45,000	6.7%
Construction Engineering	\$65,000	\$52,000	80.0%	\$8,667	13.3%	\$4,333	6.7%
Total	\$740,000	\$592,000	80.0%	\$98,667	13.3%	\$49,333	6.7%

Intergovernmental Agreement (IGA): The Village Attorney has been working with the City of Chicago and the Village of Skokie to prepare an IGA detailing the financial share for Phase II and Phase III. The agreements are anticipated to be included on the May 6, 2014 Village Board meeting agenda. The Village has already paid the fees associated with Phase II (\$12,000). Upon execution of the Phase II IGA the Village will invoice the City of Chicago and the Village of Skokie for reimbursement in the amount of \$4,000 per community. In order to continue to move the project forward and to meet the IDOT April 24 letting schedule (bid opening) the local agency agreement for construction must be approved at the April 17, 2014 Village Board meeting. All parties involved agree on the financial breakdown, however final wording of the IGA was being reviewed between legal counsels and therefore did not allow for the IGA's to be placed on the April 17 Village Board agenda.

Construction Schedule: This project will be included on the April 24, 2014 IDOT letting (bid opening). This will allow construction to commence on or around the middle of July. It is anticipated that the permanent signal will be operational by the end of 2014; however it will be in operation no later than Spring of 2015.

Agreements for April 17, 2014 Village Board Meeting: Included on the April 17, 2014 consent agenda are two agreements for Phase III of the project. One is the local agency agreement with IDOT which authorizes Phase III to begin and also details the financial arrangement. The second agreement is the construction engineering agreement which authorizes Gewalt Hamilton to perform construction observation oversight on the project. Gewalt Hamilton is the design engineer on the project and is the approved engineer of record for the grant.

Attachments:

1. Letter from IDOT detailing funding commitment



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

RECEIVED
APR 08 2014
BY: _____

April 4, 2014

Mr. Timothy Wiberg
Village Manager
Village of Lincolnwood
6900 North Lincoln
Lincolnwood, IL 60712

Dear Mr. Wiberg:

The Illinois Department of Transportation (Department) is in receipt of your letter dated February 21, 2014 requesting State financial participation in the locally initiated improvements at Pratt Avenue and Carpenter Road in the Lincolnwood, Skokie, and Chicago. We have reviewed your request and offer the following information.

The Department will provide State financial participation for the non-federal costs associated with the payable construction and construction engineering items for the State-owned legs of the intersection of Pratt Avenue and Carpenter Road. The Department has jurisdiction of Carpenter Road with Pratt Avenue being under local jurisdiction. During a meeting held on March 1, 2011, IDOT advised Gewalt Hamilton and Associates that the Department would consider State financial participation up to two-thirds of the non-federal payable construction items based on the jurisdiction of the intersection if federal funds were secured by the local agency(ies).

Based on this financial commitment, the Department's financial participation would be as shown on the following table.

	Total Cost	Federal	%	State	%	Local	%
Construction	\$675,000	\$540,000	80.0%	\$90,000	13.3%	\$45,000	6.7%
Construction Engineering	\$65,000	\$52,000	80.0%	\$8,667	13.3%	\$4,333	6.7%
Total	\$740,000	\$592,000	80.0%	\$98,667	13.3%	\$49,333	6.7%

Note: Local agencies will also be responsible for non-participatory items, such as Emergency Vehicle Preemption.

The Department's maximum financial participation in this local initiated improvement shall not exceed \$98,667. This amount cannot be exceeded without prior written authorization by the Department. This Letter of Intent will be used as a basis for the preparation of a future formal intergovernmental agreement between the Village of Lincolnwood and the Department. The Village will continue to act as the lead agency and will continue to process this project through the District's Bureau of Local Roads & Streets.

Mr. Timothy Wiberg
April 4, 2014
Page 2

If you are in general agreement with the terms of this Letter of Intent, please indicate your concurrence by signing on the appropriate line below and return this original to our office at your earliest convenience.

If you have any questions or need additional information, please contact me or Marnie Hooghkirk, Area Programmer, at (847) 705-4075.

Very truly yours,



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

Concur _____

Do Not Concur _____

Signature _____

Title _____

Date _____



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., APRIL 17, 2014**

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – April 1, 2014

V. Warrant Approval

VI. Village President's Report

1. Appointment of Martina Keller to the Zoning Board of Appeals

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 an Ordinance Amending Village Code Section 10, Chapter 2, Article 20 (A), (1), to Allow a Two-Hour Extension of the Closing Time of the Current Liquor License Holder at Psistaria Restaurant (Appears on the Consent Agenda Because it is a Routine Function of Government)
2. Approval of a Resolution Adopting the Strategic Master Technology Plan for Fiscal Year 2014-15 (Appears on the Consent Agenda Because it was Discussed at a Previous Committee of the Whole)
3. Approval of a Resolution Approving an Easement Agreement with the Metropolitan Water Reclamation District for the Maintenance of a Storm Sewer (Appears on the Consent Agenda Because it is a Renewal of an Existing Agreement with no Significant Changes)
4. Approval of an Ordinance Authorizing the Sale and Disposal of Personal Property Owned by the Village (Appears on the Consent Agenda Because it is a Routine Function of Government)
5. Approval of a Resolution Authorizing the Extension of a Contract to Lauterbach and Amen, LLP, Certified Public Accountants to Provide the Annual Auditing Services for the Village for the Fiscal Year Ended April 30, 2014 in the Not-to-Exceed Amount of \$31,260 (Appears on the Consent Agenda Because it is a Routine Function of Government)

6. Approval of a Resolution to Authorize the Village President to Execute the Following Agreements for a Dedicated Left Hand Turn Lane on Central at Pratt: (A) a Phase III Engineering Agreement, and (B) a Local Agency Agreement for Federal Participation (Appears on the Consent Agenda Because it was Discussed at a Previous Committee of the Whole)
7. Approval of an Ordinance Waiving Enforcement of Section 14-14-10 of the Municipal Code to Allow the Village's Streetlight Installation Contractor to Work between 12:00 P.M. and 3:00 P.M. on Saturdays from April 26, 2014 through July 19, 2014 (Appears on the Consent Agenda Because it is a Routine Function of Government)

VIII. Regular Business

8. Consideration of a Referral to the Plan Commission for Public Hearing of a Request by Brickyard Bank for a Zoning Code Text and Map Amendment
9. 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
10. Consideration of Business Points for a Potential Intergovernmental Agreement with School District #74, Lincolnwood Library District, and School District #219
11. Consideration of an Intergovernmental Agreement between the Village and the Illinois Department of Transportation to Upgrade the Traffic Signals on State Highways within the Village

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: April 11, 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
APRIL 1, 2014**

Draft

Call to Order

Village President Gerald Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30PM, Tuesday, April 1, 2014 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

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

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

ABSENT: Trustee Sprogis-Marohn

A quorum was present.

Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Chuck Meyer, Assistant to the Village Manager; Timothy Clarke, Director of Community Development; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Charles Greenstein, Treasurer; Paul Eisterhold, Plan Commission Chairman.

Approval of Minutes

The minutes of the March 18, 2014 regular Village Board meeting had been distributed in advance and were examined. A correction to the minutes was requested by Trustee Patel and Attorney Elrod . Wording for the correction will be provided by Mr. Elrod Trustee Patel moved to approve the minutes as amended, Trustee Elster seconded the motion.

The motion passed by Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$454,869.18, Trustee Leftakes seconded the motion.

Upon Roll Call by the Village Clerk the results were:

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

NAYS: None

The motion passed

Village President's Report

1. President Turry's addition to group

President Turry announced that the group identified at Committee of the Whole for meeting with North Capital regarding incentives will also include Plan Commission Chair Paul Eisterhold

2. Appointment of Talin Hitik to the Human Relations Commission

President Turry announced the appointment of Talin Hitik to the Commission. Ms. Hitik saw the opening on our Village Web Site and responded with a resume.

The Board Concurred.

3. Subscription Lists

Residents can sign up to receive information at www.lincolnwoodil.org/subscriptions for information on:

- Alternate Side Parking
- Art Displays
- Available Commercial Space Report
- Chamber Orchestra
- Human Relations Commissions Events
- Parks and Recreation Department
- Police Crime Alert
- Public Agendas
- Village Events
- Village News
- Bid Postings
- Job Postings

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

- *Plan Commission Meeting – Wednesday, April 2 at 7PM in Council Chambers
 - *Joint Review Board Meeting – Thursday, April 3 at 10AM in Council Chambers
 - *Human Relations Commission Meeting – Monday, April 7 at 7PM in Council Chambers
 - *Park and Recreation Board Meeting – Tuesday, April 8 at 7PM in Council Chambers
 - *Village Board Meeting – Thursday, April 17 at 7:30PM in Council Chambers
- Committee of the Whole will begin at 6:30PM

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

5. Swearing in of Police Sergeant Lawrence Martin as Lieutenant

Chief LaMantia introduced Sergeant Martin and his family and spoke of his history in law enforcement. Village Clerk Herman swore in the new Lieutenant and he received the congratulations of the Board.

Consent Agenda

1. Approval of a Resolution to Award a Bid for Landscape Maintenance for Centennial Park to Landscape Concepts Management
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
3. Approval of an Ordinance Authorizing Reallocation of Unused Private Activity Bond Volume Cap Allocation
4. Approval of a Resolution Granting an Extension of the Period of Validity for a Variation Granted for 6643 Tower Circle Drive
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

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

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

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**

President Turry read a letter from the resident at this location which rescinded the application as a variation is no longer needed.

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**

Trustee Klatzco recused himself for the duration of this discussion.

This item was presented by Mr. Clarke.

President Turry called for the Public Hearing to begin.

Superintendent Dr. Nanciann Gatta of District 219 addressed the Board regarding the effect of TIFs on schools and education.

Attorney Anthony Ficarelli addressed the Board. Mr. Ficarelli represents School Districts 74 and 219. A booklet was distributed containing statistics regarding economic effects of a Devon/Lincoln TIF. He urged the Village to find other funding sources.

Attorney Elrod clarified the need for a super majority for adoption and a vote must be taken within 90 days.

Trustee Leftakes moved to close the Public Hearing, seconded by Trustee Patel.

Upon Roll Call the Result was:

AYES: Trustee Leftakes, Patel, Cope, Elster, President Turry

The Hearing is closed.

Discussion ensued. Trustees Patel and Elster recommended options and stated that a document needs to be in place for further discussion.

Trustee Patel moved that Staff be directed to prepare a template of IGA which includes points previously discussed, Trustee Elster seconded.

The motion passed with a Voice Vote.

Trustees Patel and Elster will meet with the Village Attorney. The Term Sheet from the meeting of March 21 to be used as a basis for preparation of the template.

Attorney Elrod stated that the document should be ready in two weeks. The points will be reviewed at the next COTW meeting (April 17).

Additional discussion ensued.

This item is to be placed on the Agenda for the Regular Board Meeting of April 17.

9. Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2014 to April 30, 2015

This item was presented by Mr. Merkel.

Mr. Merkel provided background information regarding the budget adoption process which began five months ago. All funds were identified and reviewed. Mr. Merkel stressed that this is a team process.

Trustee Patel moved to approve the Resolution authorizing adoption of the 2014/2015 Operating Budget, seconded by Trustee Klatzco.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

10. Consideration of a Resolution Establishing Certain Annual Fees to be Charged by the Village During Fiscal Year 2014-15

This item was presented by Mr. Merkel.

There will be two areas which will be increased:

- Water Fees – Due to Chicago’s rate increase
- Fee for Police employment application

Discussion ensued regarding Chicago’s justification for increases and possible action available for the Village to take.

Trustee Elster moved to approve the Resolution, seconded by Trustee Patel.

The motion passed with a Voice Vote.

Manager’s Report

M. Wiberg spoke of progress on Crawford Avenue. Lane closures will begin on April 8. Mrs. Engelmann is in possession of a call list of residents in the immediate area. She will be in contact to allow residents to know of changes. One lane in each direction will remain open.

Questions ensued which were answered by Mrs. Engelmann.

Board and Commissions Report

None

Village Clerk’s Report

None

Trustees Report

None

Public Forum

None

Adjournment

Trustee Leftakes moved to adjourn the Regular Meeting at 9:20PM, seconded by Trustee Cope.
The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: April 11, 2014

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

4/17/2014	\$116,385.33
4/17/2014	319,678.23
4/17/2014	225,663.96
Total	<hr/> \$ 661,727.52

Accounts Payable To Be Paid Proof List



User: jmm
 Printed: 04/09/2014 - 2:26 PM
 Batch: 200-04-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American First Aid Services										
AFAS INC										
144718	04/03/2014	44.65	0.00	04/17/2014	First aid box - Village Hall		-			0000
101-200-511-5599	Other contractual									
	144718 Total:	44.65								
	AFAS INC Total:	44.65								
American First Aid Services Total:		44.65								
Clark Baird Smith, LLP										
CLARKBAI										
4372	04/03/2014	683.78	0.00	04/17/2014	Legal services for personnel matters		-			0000
101-230-511-5399	Other professional services									
	4372 Total:	683.78								
	CLARKBAI Total:	683.78								
Clark Baird Smith, LLP Total:		683.78								
FSCI Corporate Office										
FSCI										
2014-198	03/17/2014	437.00	0.00	04/17/2014	6540 Lincoln		-			0000
101-240-517-5399	Other professional services									
	2014-198 Total:	437.00								
2014-232	03/17/2014	582.00	0.00	04/17/2014	7111 Capitol Drive		-			0000
101-240-517-5399	Other professional services									
	2014-232 Total:	582.00								
	FSCI Total:	1,019.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
FSCI Corporate Office Total:		1,019.00								
HMO Healthcare Service Corpora										
HMO										
03172014	03/17/2014	23,746.18	0.00	04/17/2014	Employee Health Insurance HMO -		-		No	0000
102-000-210-2027	Health insurance premium withh				Apr 14					
	03172014 Total:	23,746.18								
	HMO Total:	23,746.18								
HMO Healthcare Service Corpora Total:		23,746.18								
IL Municipal Retirement Fund										
ZZIMRF										
04072014	04/07/2014	13,717.12	0.00	04/17/2014	Employee - March		-		No	0000
102-000-210-2023	Employee IMRF withholding									
04072014	04/07/2014	33,256.42	0.00	04/17/2014	Employer - March		-		No	0000
102-000-210-2023	Employee IMRF withholding									
04072014	04/07/2014	2,634.58	0.00	04/17/2014	SLEP - Retired Police Chief		-		No	0000
101-300-512-5080	Pension - regular									
	04072014 Total:	49,608.12								
	ZZIMRF Total:	49,608.12								
IL Municipal Retirement Fund Total:		49,608.12								
Lowe's Business Acc/GECF										
LOWES										
1792	03/18/2014	8.28	0.00	04/17/2014	Copper pipe for sprinklers		-		No	0000
101-420-511-5405	R&M - buildings									
	1792 Total:	8.28								
2045	03/21/2014	296.33	0.00	04/17/2014	Copper pipes, copper reductions		-		No	0000
101-420-511-5405	R&M - buildings									
	2045 Total:	296.33								
2587	03/13/2014	82.58	0.00	04/17/2014	Scrub brush, iron plug fitting		-		No	0000
660-620-519-5405	R&M - buildings									
	2587 Total:	82.58								
2631	03/14/2014	43.80	0.00	04/17/2014	Lumber, connector for PW and Parks		-		No	0000
101-420-511-5405	R&M - buildings									
	2631 Total:	43.80								
2663	03/14/2014	27.64	0.00	04/17/2014	PVC pipe, foam sealant		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	2663 Total:	27.64								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2668	03/14/2014	246.06	0.00	04/17/2014	Batteries for PW		-			No 0000
101-420-511-5730	Program supplies									
	2668 Total:	246.06								
2680	03/14/2014	23.93	0.00	04/17/2014	Splice reducers for PW		-			No 0000
101-420-511-5730	Program supplies									
	2680 Total:	23.93								
2791	03/17/2014	76.11	0.00	04/17/2014	Screws, tool box, wire connector for PW		-			No 0000
101-420-511-5405	R&M - buildings									
	2791 Total:	76.11								
2917	03/19/2014	483.11	0.00	04/17/2014	Map pro kit, drill set, pliers		-			No 0000
101-440-513-5290	Street lights & traffic signal									
	2917 Total:	483.11								
3387	03/18/2014	27.60	0.00	04/17/2014	Acid brush, valve, plugs, copper		-			No 0000
101-420-511-5405	R&M - buildings									
	3387 Total:	27.60								
S1748MC3	03/26/2014	23.70	0.00	04/17/2014	Bins for flags pending disposal		-			No 0000
101-300-512-5730	Program supplies									
	S1748MC3 Total:	23.70								
	LOWES Total:	1,339.14								
Lowe's Business Acc/GECF Total:		1,339.14								
Marc Printing										
MARCP										
04022014	04/02/2014	704.72	0.00	04/17/2014	Postage/ water bills - Cycle 3 & 4		-			No 0000
660-610-519-5720	Postage									
	04022014 Total:	704.72								
	MARCP Total:	704.72								
Marc Printing Total:		704.72								
NIPSTA										
NIPSTA										
12173	01/31/2014	5,312.00	0.00	04/17/2014	Police Personnel - Membership		-			No 0000
101-300-512-5540	Intergovernmental fees & dues									
12173	01/31/2014	4,648.00	0.00	04/17/2014	Fire Personnel - Membership		-			No 0000
101-350-512-5540	Intergovernmental fees & dues									
12173	01/31/2014	1,500.00	0.00	04/17/2014	PW Personnel - Membership		-			No 0000
101-400-511-5540	Intergovernmental Fees and Due									
	12173 Total:	11,460.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	NIPSTA Total:	11,460.00								
	NIPSTA Total:	11,460.00								
Northwest Municipal Conference										
NWMNCCON										
9541	02/06/2014	90.00	0.00	04/17/2014	NWMC Legislative brunch		-		No	0000
101-100-511-5840	Meals									
	9541 Total:	90.00								
9563	03/25/2014	136.76	0.00	04/17/2014	NWMC Annual Banquet dinner		-		No	0000
101-100-511-5840	Meals									
	9563 Total:	136.76								
	NWMNCCON Total:	226.76								
	Northwest Municipal Conference Total:	226.76								
PAETEC										
PAETEC										
57205538	04/01/2014	396.84	0.00	04/17/2014	PRI/Public Works phone system		-		No	0000
660-610-519-5580	Telephone									
	57205538 Total:	396.84								
	PAETEC Total:	396.84								
	PAETEC Total:	396.84								
Sam's Club										
SAMSCL										
8574	04/03/2014	51.52	0.00	04/17/2014	Misc Dept supplies		-		No	0000
101-300-512-5730	Program supplies									
	8574 Total:	51.52								
	SAMSCL Total:	51.52								
	Sam's Club Total:	51.52								
Standard Equipment Company										
STANDARD										
C88406	11/01/2013	77.38	0.00	04/17/2014	Hose end, mender for Sweeper #2		-		No	0000
101-440-513-5480	R&M - vehicles									
	C88406 Total:	77.38								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
C88980	11/21/2013	393.17	0.00	04/17/2014	Screws, retainer, spring, suspension		-			No 0000
101-440-513-5480	R&M - vehicles									
	C88980 Total:	393.17								
C89066	11/26/2013	3,025.00	0.00	04/17/2014	Turbo jet chain for Sweeper #2		-			No 0000
101-440-513-5480	R&M - vehicles									
	C89066 Total:	3,025.00								
	STANDARD Total:	3,495.55								
Standard Equipment Company Total:		3,495.55								
Sun-Times Media/Pioneer Press										
PIONEPRS										
744478-01	03/13/2014	38.40	0.00	04/17/2014	Lincoln - Touhy		-			No 0000
101-240-517-5510	Advertising									
	744478-01 Total:	38.40								
744486-01	03/13/2014	96.00	0.00	04/17/2014	Public hearing - text ammendment		-			No 0000
101-240-517-5510	Advertising									
	744486-01 Total:	96.00								
	PIONEPRS Total:	134.40								
Sun-Times Media/Pioneer Press Total:		134.40								
T.P.I. Building Code Consultan										
TPI										
7077	03/04/2014	8,199.50	0.00	04/17/2014	Plan review - March		-			No 0000
101-240-517-5399	Other professional services									
7077	03/04/2014	6,571.50	0.00	04/17/2014	In House - March		-			No 0000
101-240-517-5399	Other professional services									
	7077 Total:	14,771.00								
	TPI Total:	14,771.00								
T.P.I. Building Code Consultan Total:		14,771.00								
The Faucet Shoppe										
THEFAUCE										
36104	03/21/2014	717.70	0.00	04/17/2014	Misc Pool repair supplies		-			No 0000
205-560-515-5405	R&M - buildings									
	36104 Total:	717.70								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
THEFAUCE Total:		717.70								
The Faucet Shoppe Total:		717.70								
Thompson Elevator Inspection S										
THOMPSO										
14-1017	04/03/2014	228.00	0.00	04/17/2014	6 semi annual elevator reinspections		-		No	0000
101-240-517-5399	Other professional services									
	14-1017 Total:	228.00								
	THOMPSO Total:	228.00								
Thompson Elevator Inspection S Total:		228.00								
United States Postal Service										
USPOSTAL										
PB03262014	03/26/2014	17.45	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB03262014	03/26/2014	313.21	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB03262014	03/26/2014	158.50	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB03262014	03/26/2014	16.74	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB03262014	03/26/2014	23.61	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
205-500-515-5720	Postage									
PB03262014	03/26/2014	16.71	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB03262014	03/26/2014	31.04	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB03262014	03/26/2014	132.00	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
660-610-519-5720	Postage									
	PB03262014 Total:	709.26								
PB04072014	04/07/2014	17.68	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB04072014	04/07/2014	42.18	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB04072014	04/07/2014	187.39	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB04072014	04/07/2014	19.16	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
101-210-511-5720	Postage									
PB04072014	04/07/2014	12.96	0.00	04/17/2014	Pitney Bowes postage		-		No	0000
205-500-515-5720	Postage									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PB04072014	04/07/2014	2.40	0.00	04/17/2014	Pitney Bowes postage		-			No 0000
205-500-515-5720	Postage									
PB04072014	04/07/2014	15.24	0.00	04/17/2014	Pitney Bowes postage		-			No 0000
101-210-511-5720	Postage									
PB04072014	04/07/2014	2.03	0.00	04/17/2014	Pitney Bowes postage		-			No 0000
101-210-511-5720	Postage									
PB04072014	04/07/2014	314.88	0.00	04/17/2014	Pitney Bowes postage		-			No 0000
660-610-519-5720	Postage									
	PB04072014 Total:	613.92								
	USPOSTAL Total:	1,323.18								
United States Postal Service Total:		1,323.18								
Verizon Wireless										
VERIZON										
9720195644	02/16/2014	1,163.52	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
101-210-511-5580	Telephone									
9720195644	02/16/2014	45.40	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
205-508-515-5580	Telephone									
9720195644	02/16/2014	39.59	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
205-520-515-5580	Telephone									
9720195644	02/16/2014	101.46	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
205-530-515-5580	Telephone									
9720195644	02/16/2014	34.05	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
205-560-515-5580	Telephone									
9720195644	02/16/2014	0.23	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
205-550-515-5270	Purchased program services									
9720195644	02/16/2014	255.62	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
101-000-210-2650	Contractor Permits Payable									
9720195644	02/16/2014	444.68	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
660-610-519-5580	Telephone									
9720195644	02/16/2014	570.56	0.00	04/17/2014	Cell Phones - Jan 17 thru Feb 16		-			No 0000
101-250-511-5580	Telephone									
	9720195644 Total:	2,655.11								
9721912169	03/16/2014	1,224.81	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
101-210-511-5580	Telephone									
9721912169	03/16/2014	45.40	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
205-508-515-5580	Telephone									
9721912169	03/16/2014	39.59	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
205-520-515-5580	Telephone									
9721912169	03/16/2014	400.16	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
205-530-515-5580	Telephone									
9721912169	03/16/2014	34.05	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
205-560-515-5580	Telephone									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9721912169	03/16/2014	0.43	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
205-550-515-5270	Purchased program services									
9721912169	03/16/2014	800.48	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
101-000-210-2650	Contractor Permits Payable									
9721912169	03/16/2014	664.57	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
660-610-519-5580	Telephone									
9721912169	03/16/2014	570.19	0.00	04/17/2014	Cell Phones - Feb 17 thru Mar 16		-			No 0000
101-250-511-5580	Telephone									
	9721912169 Total:	3,779.68								
	VERIZON Total:	6,434.79								
	Verizon Wireless Total:	6,434.79								
	Report Total:	116,385.33								

Accounts Payable To Be Paid Proof List



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 Batch: 201-04-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American Charge Service										
AMERCHAR										
03312014	03/31/2014	25.00	0.00	04/17/2014	Taxi coupons - March		-		No	0000
205-570-515-5280	Subsidized taxi program									
	03312014 Total:	25.00								
	AMERCHAR Total:	25.00								
American Charge Service Total:		25.00								
American First Aid Services										
AFAS INC										
144574	04/03/2014	26.00	0.00	04/17/2014	First Aid for Parks		-		No	0000
205-500-515-5700	Office supplies									
	144574 Total:	26.00								
144575	04/03/2014	56.60	0.00	04/17/2014	First Aid for Community Center		-		No	0000
205-571-515-5730	Program supplies									
	144575 Total:	56.60								
155539	02/06/2014	70.55	0.00	04/17/2014	First Aid Supplies/replenish		-		No	0000
101-300-512-5730	Program supplies									
	155539 Total:	70.55								
	AFAS INC Total:	153.15								
American First Aid Services Total:		153.15								
Bellavia Kathy										
BELLAV										
04042014	04/04/2014	160.00	0.00	04/17/2014	Refund - Les Miserables		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	04042014 Total:	160.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	BELLAV Total:	160.00								
	Bellavia Kathy Total:	160.00								
Call One CALLONE										
101-7823-0001	03/15/2014	2,467.43	0.00	04/17/2014	Telephone - Admin/Police - Feb		-		No	0000
101-210-511-5580	Telephone									
	101-7823-0001 Total:	2,467.43								
101-7823-0002	03/15/2014	322.80	0.00	04/17/2014	Telephone - Standpipe - Feb		-		No	0000
660-610-519-5580	Telephone									
	101-7823-0002 Total:	322.80								
101-7823-0003	03/15/2014	189.78	0.00	04/17/2014	Telephone - Police Radio - Feb		-		No	0000
101-210-511-5580	Telephone									
	101-7823-0003 Total:	189.78								
101-7823-0004	03/15/2014	47.27	0.00	04/17/2014	Telephone - Aquatic - Feb		-		No	0000
205-560-515-5580	Telephone									
	101-7823-0004 Total:	47.27								
101-7823-0007	03/15/2014	377.59	0.00	04/17/2014	Telephone - Public Works - Feb		-		No	0000
660-610-519-5580	Telephone									
	101-7823-0007 Total:	377.59								
101-7823-0008	03/15/2014	27.62	0.00	04/17/2014	Telephone - Pump House - Feb		-		No	0000
660-610-519-5580	Telephone									
	101-7823-0008 Total:	27.62								
101-7823-0009	03/15/2014	579.87	0.00	04/17/2014	Telephone - Red Center - Feb		-		No	0000
101-210-511-5580	Telephone									
	101-7823-0009 Total:	579.87								
101-7823-0010	03/15/2014	115.00	0.00	04/17/2014	Telephone - Municipal - Feb		-		No	0000
660-610-519-5580	Telephone									
101-7823-0010	03/15/2014	286.31	0.00	04/17/2014	Telephone - Municipal - Feb		-		No	0000
101-210-511-5580	Telephone									
	101-7823-0010 Total:	401.31								
	CALLONE Total:	4,413.67								
	Call One Total:	4,413.67								
Canon Solutions America, Inc CANONSOL										
988193277	03/20/2014	270.78	0.00	04/17/2014	Maintenance for plotter - March		-		No	0000
101-210-511-5440	R&M - office equipment									
	988193277 Total:	270.78								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CANONSOL Total:		270.78								
Canon Solutions America, Inc Total:		270.78								
Cassidy Tire										
CASSIDYT										
3181599	03/21/2014	55.00	0.00	04/17/2014	Wheel alignment - MP 1124		-		No	0000
101-300-512-5480	R&M - vehicles									
3181599 Total:		55.00								
3181600	03/21/2014	55.00	0.00	04/17/2014	Wheel alignment - MP 1120		-		No	0000
101-300-512-5480	R&M - vehicles									
3181600 Total:		55.00								
CASSIDYT Total:		110.00								
Cassidy Tire Total:		110.00								
Dell Marketing, L.P										
DELLMARK										
XJ9WP8C43	01/30/2014	86.99	0.00	04/17/2014	Replacement battery - PW		-		No	0000
660-610-519-5700	Office supplies									
XJ9WP8C43 Total:		86.99								
XJCF83NK8	03/02/2014	86.99	0.00	04/17/2014	Replacement battery for laptop		-		No	0000
101-250-511-5640	Computer supplies									
XJCF83NK8 Total:		86.99								
DELLMARK Total:		173.98								
Dell Marketing, L.P Total:		173.98								
Eterno, Attorney at Law David										
ETERNO										
111367	04/01/2014	712.50	0.00	04/17/2014	Adjudication hearing officer - March		-		No	0000
101-230-511-5399	Other professional services									
111367 Total:		712.50								
ETERNO Total:		712.50								
Eterno, Attorney at Law David Total:		712.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Galls Incorporated										
GALLS										
1710247	03/13/2014	110.71	0.00	04/17/2014	Misc uniform items		-		No	0000
101-300-512-5070	Uniform allowance									
	1710247 Total:	110.71								
	GALLS Total:	110.71								
	<hr/>									
	Galls Incorporated Total:	110.71								
	<hr/>									
GE Capital										
GECAPITA										
60438130	03/23/2014	232.44	0.00	04/17/2014	Copier - Public Works - March		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
60438130	03/23/2014	232.44	0.00	04/17/2014	Copier - Parks - March		-		No	0000
205-500-515-5440	R&M - office equipment									
60438130	03/23/2014	232.44	0.00	04/17/2014	Copier - Fire - March		-		No	0000
101-000-210-2650	Contractor Permits Payable									
60438130	03/23/2014	232.44	0.00	04/17/2014	Copier - Police - March		-		No	0000
101-210-511-5440	R&M - office equipment									
60438130	03/23/2014	232.45	0.00	04/17/2014	Copier - Admin - March		-		No	0000
101-210-511-5440	R&M - office equipment									
60438130	03/23/2014	232.44	0.00	04/17/2014	Copier - Finance - March		-		No	0000
660-610-519-5340	Maintenance Agreement Expense									
	60438130 Total:	1,394.65								
	GECAPITA Total:	1,394.65								
	<hr/>									
	GE Capital Total:	1,394.65								
	<hr/>									
Gewalt Hamilton Associates Inc										
GEWALT										
9232.000-225	03/06/2014	294.00	0.00	04/17/2014	General Consulting - February		-		No	0000
101-290-511-5920	Administration Engineer Costs									
	9232.000-225 Total:	294.00								
9232.000-226	04/04/2014	1,212.00	0.00	04/17/2014	General consulting - March		-		No	0000
101-290-511-5942	PW Building Engineer Costs									
	9232.000-226 Total:	1,212.00								
9232.355-7	03/06/2014	300.00	0.00	04/17/2014	Pratt Street Light Construction		-		No	0000
213-000-561-5340	Engineering									
	9232.355-7 Total:	300.00								
9232.355-8	04/04/2014	537.00	0.00	04/17/2014	Pratt Street Light Construction		-		No	0000
213-000-561-5340	Engineering									
	9232.355-8 Total:	537.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9232.375-20 213-000-561-5340	03/06/2014 Engineering	98.00	0.00	04/17/2014	Street Light Design Year 3		-			No 0000
	9232.375-20 Total:	98.00								
9232.377-4 213-000-561-5340	03/06/2014 Engineering	1,418.00	0.00	04/17/2014	Street Light Design Year 4		-			No 0000
	9232.377-4 Total:	1,418.00								
9232.377-5 213-000-561-5340	04/04/2014 Engineering	4,293.00	0.00	04/17/2014	Street Light Design Year 4		-			No 0000
	9232.377-5 Total:	4,293.00								
9232.379-14 213-000-561-5340	03/06/2014 Engineering	1,140.00	0.00	04/17/2014	Street Light Design Year 5		-			No 0000
	9232.379-14 Total:	1,140.00								
9232.379-15 213-000-561-5340	04/04/2014 Engineering	1,380.00	0.00	04/17/2014	Street Light Design Year 5		-			No 0000
	9232.379-15 Total:	1,380.00								
9232.404-7 454-000-561-5340	03/06/2014 Engineering	294.00	0.00	04/17/2014	Touhy Ave Bike Overpass		-			No 0000
	9232.404-7 Total:	294.00								
9232.404-8 454-000-561-5340	04/04/2014 Engineering	435.89	0.00	04/17/2014	Touhy Ave Bike overpass		-			No 0000
	9232.404-8 Total:	435.89								
9232.405-9 217-000-561-5340	03/06/2014 Engineering	635.49	0.00	04/17/2014	Union Pacific Phase Two - January		-			No 0000
	9232.405-9 Total:	635.49								
9232.406-7 454-000-561-5340	03/06/2014 Engineering	11,086.25	0.00	04/17/2014	Com Ed Bike Path Phase 2		-			No 0000
	9232.406-7 Total:	11,086.25								
9232.406-8 454-000-561-5340	04/04/2014 Engineering	1,018.28	0.00	04/17/2014	Com Ed Bike Path Phase 2		-			No 0000
	9232.406-8 Total:	1,018.28								
9232.407-4 212-000-511-5320	03/06/2014 Consulting	12,967.20	0.00	04/17/2014	Pratt and Central Signal Phase 2		-			No 0000
	9232.407-4 Total:	12,967.20								
9232.407-5 212-000-511-5320	04/04/2014 Consulting	2,107.97	0.00	04/17/2014	Pratt and Central Signal Phase 2		-			No 0000
	9232.407-5 Total:	2,107.97								
	GEWALT Total:	39,217.08								
Gewalt Hamilton Associates Inc Total:		39,217.08								
Got Laundry Chicago?, Inc.										
GOTLAUND										
24-9225 101-300-512-5730	02/19/2014 Program supplies	24.00	0.00	04/17/2014	Dry clean cell blankets		-			No 0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	24-9225 Total:	24.00								
24-9618	02/26/2014	18.00	0.00	04/17/2014	Dry clean cell blankets		-		No	0000
101-300-512-5730	Program supplies									
	24-9618 Total:	18.00								
24-9948	03/05/2014	30.00	0.00	04/17/2014	Dry clean cell blankets		-		No	0000
101-300-512-5730	Program supplies									
	24-9948 Total:	30.00								
	GOTLAUND Total:	72.00								
	Got Laundry Chicago?, Inc. Total:	72.00								
	Grainger									
	GRAINGER									
9398164740	03/25/2014	19.46	0.00	04/17/2014	Eye wash solution		-		No	0000
101-350-512-5730	Program supplies									
	9398164740 Total:	19.46								
	GRAINGER Total:	19.46								
	Grainger Total:	19.46								
	Halogen									
	HALOGEN									
448365	03/31/2014	2,435.64	0.00	04/17/2014	Pool chemicals and freight		-		No	0000
205-560-515-5630	Chemicals - swimming pool									
	448365 Total:	2,435.64								
448366	03/31/2014	3,432.44	0.00	04/17/2014	Pool chemicals and freight		-		No	0000
205-560-515-5630	Chemicals - swimming pool									
	448366 Total:	3,432.44								
	HALOGEN Total:	5,868.08								
	Halogen Total:	5,868.08								
	Holland & Knight LLP									
	HOLLAND									
03132014	03/12/2014	11,347.00	0.00	04/17/2014	February retainer		-		No	0000
101-230-511-5350	Legal - retainer									
	03132014 Total:	11,347.00								
3024459	03/13/2014	495.00	0.00	04/17/2014	February 2014 legal - Lincoln/Touhy		-		No	0000
101-230-511-5370	Legal - review				TIF					
	3024459 Total:	495.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
3024461	03/13/2014	1,095.00	0.00	04/17/2014	February 2014 legal - Misc dockets		-			No 0000
101-230-511-5370	Legal - review									
	3024461 Total:	1,095.00								
3024463	03/13/2014	4,572.50	0.00	04/17/2014	February 2014 legal - 4500 Touhy		-			No 0000
101-230-511-5370	Legal - review									
	3024463 Total:	4,572.50								
3024467	03/13/2014	63.00	0.00	04/17/2014	February 2014 legal - Telecom Ord.		-			No 0000
101-230-511-5370	Legal - review									
	3024467 Total:	63.00								
3024472	03/13/2014	572.82	0.00	04/17/2014	February 2014 legal - Litigation		-			No 0000
101-230-511-5360	Legal - litigation									
	3024472 Total:	572.82								
3024474	03/13/2014	1,320.00	0.00	04/17/2014	February 2014 legal - Misc dockets		-			No 0000
101-230-511-5370	Legal - review									
	3024474 Total:	1,320.00								
	HOLLAND Total:	19,465.32								
Holland & Knight LLP Total:		19,465.32								
Kane McKenna & Associates										
KANEMKEN										
03242014	03/24/2014	2,475.00	0.00	04/17/2014	North Capital Incentive - #2 Invoice		-			No 0000
101-240-517-5399	Other professional services									
03242014	03/24/2014	2,400.00	0.00	04/17/2014	Lincoln -Touhy TIF District - February		-			No 0000
219-000-511-5320	Consulting									
	03242014 Total:	4,875.00								
	KANEMKEN Total:	4,875.00								
Kane McKenna & Associates Total:		4,875.00								
Madison National Life										
MADISON										
1125516	03/20/2014	144.38	0.00	04/17/2014	Employee life insurance - April		-			No 0000
101-200-511-5150	Insurance - group life & AD&D									
1125516	03/20/2014	86.41	0.00	04/17/2014	Employee life insurance - April		-			No 0000
101-210-511-5150	Insurance - group life & AD&D									
1125516	03/20/2014	83.05	0.00	04/17/2014	Employee life insurance - April		-			No 0000
101-240-517-5150	Insurance - group life & AD&D									
1125516	03/20/2014	576.37	0.00	04/17/2014	Employee life insurance - April		-			No 0000
101-300-512-5150	Insurance - group life & AD&D									
1125516	03/20/2014	16.46	0.00	04/17/2014	Employee life insurance - April		-			No 0000
101-350-512-5150	Insurance - group life & AD&D									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1125516	03/20/2014	33.48	0.00	04/17/2014	Employee life insurance - April		-			No 0000
101-410-511-5150	Insurance - group life & AD&D									
1125516	03/20/2014	103.42	0.00	04/17/2014	Employee life insurance - April		-			No 0000
101-440-513-5150	Insurance - group life & AD&D									
1125516	03/20/2014	46.94	0.00	04/17/2014	Employee life insurance - April		-			No 0000
205-430-515-5150	Insurance - group life & AD&D									
1125516	03/20/2014	101.56	0.00	04/17/2014	Employee life insurance - April		-			No 0000
205-500-515-5150	Insurance - group life & AD&D									
1125516	03/20/2014	91.45	0.00	04/17/2014	Employee life insurance - April		-			No 0000
660-620-519-5150	Insurance - group life & AD&D									
1125516	03/20/2014	67.14	0.00	04/17/2014	Employee life insurance - April		-			No 0000
101-400-511-5150	Insurance - group life & AD&D									
	1125516 Total:	1,350.66								
	MADISON Total:	1,350.66								
	Madison National Life Total:	1,350.66								
Malnati Organization										
MALNATI										
E142798	03/18/2014	261.45	0.00	04/17/2014	Dinner - Village Board meeting -		-			No 0000
101-100-511-5840	Meals				3/18/14					
E142798	03/18/2014	10.00	0.00	04/17/2014	Tip		-			No 0000
101-100-511-5840	Meals									
	E142798 Total:	271.45								
E143935	04/01/2014	216.90	0.00	04/17/2014	Dinner - Village Board meeting -		-			No 0000
101-100-511-5840	Meals				4/1/14					
E143935	04/01/2014	5.00	0.00	04/17/2014	Tip		-			No 0000
101-100-511-5840	Meals									
	E143935 Total:	221.90								
	MALNATI Total:	493.35								
	Malnati Organization Total:	493.35								
Man Maria										
MANM										
04012014	04/01/2014	140.00	0.00	04/17/2014	Refund - Zumba		-			No 0000
205-000-210-2430	Parks and Recs Control Deposit									
	04012014 Total:	140.00								
	MANM Total:	140.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	Man Maria Total:	140.00								
<hr/>										
Marc Printing										
MARCP										
107915	03/18/2014	246.96	0.00	04/17/2014	Mailing water bills - Cycle 2 & Cycle 4		-		No	0000
660-610-519-5720	Postage									
	107915 Total:	246.96								
107954	03/31/2014	269.09	0.00	04/17/2014	#10 Envelopes for Water		-		No	0000
660-610-519-5720	Postage									
	107954 Total:	269.09								
	MARCP Total:	516.05								
<hr/>										
	Marc Printing Total:	516.05								
<hr/>										
Murad Mona										
MURAD										
03262014	03/26/2014	63.00	0.00	04/17/2014	Refund - Basketball		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	03262014 Total:	63.00								
	MURAD Total:	63.00								
<hr/>										
	Murad Mona Total:	63.00								
<hr/>										
Northern Illinois University-G										
NIUG										
PRI3994	03/05/2014	1,056.00	0.00	04/17/2014	Student intern - Community Develop		-		No	0000
101-240-517-5399	Other professional services									
	PRI3994 Total:	1,056.00								
	NIUG Total:	1,056.00								
<hr/>										
	Northern Illinois University-G Total:	1,056.00								
<hr/>										
Palatine Oil, Co, Inc.										
PALAT										
491606	03/25/2014	793.32	0.00	04/17/2014	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
491606	03/25/2014	5,322.98	0.00	04/17/2014	Fuel usage		-		No	0000
101-300-512-5670	Fuel									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
491606	03/25/2014	967.08	0.00	04/17/2014	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
491606	03/25/2014	461.58	0.00	04/17/2014	Fuel usage		-		No	0000
101-350-512-5670	Fuel									
491606	03/25/2014	446.72	0.00	04/17/2014	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
491606	03/25/2014	228.21	0.00	04/17/2014	Fuel usage		-		No	0000
101-400-511-5670	Fuel									
491606	03/25/2014	1,032.39	0.00	04/17/2014	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
491606	03/25/2014	163.22	0.00	04/17/2014	Fuel usage		-		No	0000
101-420-511-5670	Fuel									
491606	03/25/2014	517.34	0.00	04/17/2014	Fuel usage		-		No	0000
101-440-513-5670	Fuel									
491606	03/25/2014	502.20	0.00	04/17/2014	Fuel usage		-		No	0000
205-430-515-5670	Fuel									
491606	03/25/2014	1,081.59	0.00	04/17/2014	Fuel usage		-		No	0000
660-620-519-5670	Fuel									
	491606 Total:	11,516.63								
	PALAT Total:	11,516.63								
	<hr/>									
	Palatine Oil, Co, Inc. Total:	11,516.63								
	<hr/>									
Paramedic Services of Illinois										
PARAMEDI										
4114	04/01/2014	217,248.77	0.00	04/17/2014	Services Rendered for April 2014		-		No	0000
101-350-512-5220	Fire protection									
	4114 Total:	217,248.77								
4115	04/01/2014	800.00	0.00	04/17/2014	Code Enforcement Officer 2/26 - 3/25		-		No	0000
101-300-512-5399	Other professional services									
	4115 Total:	800.00								
	PARAMEDI Total:	218,048.77								
	<hr/>									
	Paramedic Services of Illinois Total:	218,048.77								
	<hr/>									
Personnel Strategies, LLC										
PERSONNE										
03292014	03/29/2014	900.00	0.00	04/17/2014	Pre employment psychological assessment		-		No	0000
101-200-511-5599	Other contractual									
	03292014 Total:	900.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	PERSONNE Total:	900.00								
	Personnel Strategies, LLC Total:	900.00								
Pitney Bowes Inc.										
PITBOWIN										
334728	03/15/2014	151.18	0.00	04/17/2014	2 ink cartridges		-		No	0000
101-210-511-5700	Office supplies									
	334728 Total:	151.18								
491031	07/19/2013	-67.99	0.00	04/17/2014	Supplies Credit		-		No	0000
101-210-511-5700	Office supplies									
	491031 Total:	-67.99								
	PITBOWIN Total:	83.19								
	Pitney Bowes Inc. Total:	83.19								
Recreonics Inc										
RECREONI										
653715	03/25/2014	2,157.60	6.00	04/17/2014	Lanes Lines		-		00000515No	0001
205-560-515-6599	EQUIPMENT- POOL									
653715	03/25/2014	156.50	0.00	04/17/2014	Shipping		-		No	0000
205-560-515-6599	EQUIPMENT- POOL									
	653715 Total:	2,314.10								
	RECREONI Total:	2,314.10								
	Recreonics Inc Total:	2,314.10								
Sam's Club										
SAMSCL										
9528	03/26/2014	21.21	0.00	04/17/2014	Batteries for computers		-		No	0000
101-300-512-5730	Program supplies									
	9528 Total:	21.21								
	SAMSCL Total:	21.21								
	Sam's Club Total:	21.21								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Stachewicz Chris										
STACHEW										
REIM032514CST	03/25/2014	88.60	0.00	04/17/2014	Reimburse -Playground Safety		-		No	0000
205-500-515-5820	Local mileage, parking & tolls				class/Trans					
	REIM032514CST Total:	88.60								
	STACHEW Total:	88.60								
	<hr/>									
	Stachewicz Chris Total:	88.60								
	<hr/>									
The Peace School										
THEPEACE										
571	03/19/2014	1,142.40	0.00	04/17/2014	Yoga Winter Session		-		No	0000
205-504-515-5270	Purchased program services									
	571 Total:	1,142.40								
	THEPEACE Total:	1,142.40								
	<hr/>									
	The Peace School Total:	1,142.40								
	<hr/>									
Thompson Elevator Inspection S										
THOMPSO										
14-0702	03/07/2014	200.00	0.00	04/17/2014	2 elevator plan reviews		-		No	0000
101-240-517-5399	Other professional services									
	14-0702 Total:	200.00								
14-0848	03/19/2014	380.00	0.00	04/17/2014	10 semi annual elevator reinspections		-		No	0000
101-240-517-5399	Other professional services									
	14-0848 Total:	380.00								
	THOMPSO Total:	580.00								
	<hr/>									
	Thompson Elevator Inspection S Total:	580.00								
	<hr/>									
Weidner Mark										
WEIDNERM										
REIM031914MWM	03/19/2014	45.00	0.00	04/17/2014	Reimbursement - Meals		-		No	0000
101-300-512-5840	Meals									
	REIM031914MWM Total:	45.00								
	WEIDNERM Total:	45.00								
	<hr/>									
	Weidner Mark Total:	45.00								
	<hr/>									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Welding Supply Inc.										
WELDINGS										
884698	03/31/2014	5.89	0.00	04/17/2014	Helium tank rental - April		-		No	0000
205-571-515-5730	Program supplies									
	884698 Total:	5.89								
	WELDINGS Total:	5.89								
Welding Supply Inc. Total:		5.89								
Yanek Susan										
YANEK										
03272014	03/27/2014	50.00	0.00	04/17/2014	Refund - Rutledge Rockets		-		No	0000
205-000-210-2430	Parks and Recs Control Deposit									
	03272014 Total:	50.00								
	YANEK Total:	50.00								
Yanek Susan Total:		50.00								
Zoll Medical Corporation GPO										
ZOLLMEDC										
2107934	03/19/2014	356.25	0.00	04/17/2014	E series battery		-		No	0000
101-350-512-5730	Program supplies									
	2107934 Total:	356.25								
90012312	03/17/2014	460.00	0.00	04/17/2014	Extended warranty - 8889-1991		-		No	0000
101-350-512-5730	Program supplies									
90012312	03/17/2014	2,175.50	0.00	04/17/2014	Extended warranty - 8889-0001		-		No	0000
101-350-512-5730	Program supplies									
90012312	03/17/2014	1,230.25	0.00	04/17/2014	Extended warranty - 8889-8701		-		No	0000
101-350-512-5730	Program supplies									
	90012312 Total:	3,865.75								
	ZOLLMEDC Total:	4,222.00								
Zoll Medical Corporation GPO Total:		4,222.00								
Report Total:		319,678.23								

Accounts Payable To Be Paid Proof List



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 Batch: 202-04-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Active Electrical Supply Co., ACTIVELE										
10412723-00	03/14/2014	1,507.72	0.00	04/17/2014	Bolt, spice, tape, conduit, pipes		-		No	0000
101-440-513-5290	Street lights & traffic signal									
	10412723-00 Total:	1,507.72								
	ACTIVELE Total:	1,507.72								
Active Electrical Supply Co., Total:		1,507.72								
Air One Equipment AIRONE										
94191	03/27/2014	75,120.00	16.00	04/17/2014	SCBA air packs w/45 minute bottle		-		00000511No	0001
101-350-512-6570	Equipment - public safety									
94191	03/27/2014	10,400.00	16.00	04/17/2014	45 minute spare air bottles		-		00000511No	0002
101-350-512-6570	Equipment - public safety									
94191	03/27/2014	4,920.00	12.00	04/17/2014	Additional face piece		-		00000511No	0003
101-350-512-6570	Equipment - public safety									
94191	03/27/2014	1,540.00	4.00	04/17/2014	Trans fill/RIC hose		-		00000511No	0004
101-350-512-6570	Equipment - public safety									
94191	03/27/2014	2,925.00	9.00	04/17/2014	Electronic voice amplifier		-		00000511No	0005
101-350-512-6570	Equipment - public safety									
94191	03/27/2014	7,895.00	2.00	04/17/2014	RIC packs (face piece and 60 minute bott		-		00000511No	0006
101-350-512-6570	Equipment - public safety									
	94191 Total:	102,800.00								
94192	03/27/2014	5,000.00	2.00	04/17/2014	MSA Firehawk Air Mask		-		00000514No	0001
101-350-512-6570	Equipment - public safety									
	94192 Total:	5,000.00								
	AIRONE Total:	107,800.00								
Air One Equipment Total:		107,800.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
American First Aid Services										
AFAS INC										
144724	04/03/2014	102.10	0.00	04/17/2014	First Aid supplies/replenish		-		No	0000
101-300-512-5730	Program supplies									
	144724 Total:	102.10								
	AFAS INC Total:	102.10								
American First Aid Services Total:		102.10								
Anderson Pest Solutions										
ANDERP										
2894936	04/01/2014	255.00	0.00	04/17/2014	Pest control services - April		-		No	0000
101-400-511-5210	Animal control									
	2894936 Total:	255.00								
	ANDERP Total:	255.00								
Anderson Pest Solutions Total:		255.00								
Arrow Road Construction Co										
ARROWROA										
44307MB	03/20/2014	704.00	0.00	04/17/2014	UPM Cold patch for pothole		-		No	0000
213-000-561-5340	Engineering									
	44307MB Total:	704.00								
	ARROWROA Total:	704.00								
Arrow Road Construction Co Total:		704.00								
Auto Zone										
AUTOZ										
5247566628	12/10/2013	2.14	0.00	04/17/2014	Belt, water pump for PD		-		No	0000
101-300-512-5480	R&M - vehicles									
5247566628	12/10/2013	82.37	0.00	04/17/2014	Belt, water pump for PD		-		No	0000
101-440-513-5480	R&M - vehicles									
	5247566628 Total:	84.51								
5247566630	12/10/2013	83.97	0.00	04/17/2014	Blades for PW plows		-		No	0000
101-440-513-5480	R&M - vehicles									
	5247566630 Total:	83.97								
5247566631	12/10/2013	115.75	0.00	04/17/2014	Battery for Police Dept		-		No	0000
101-300-512-5480	R&M - vehicles									
	5247566631 Total:	115.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
5247653696	01/14/2014	33.92	0.00	04/17/2014	Puller, ball joint separator		-			No 0000
101-440-513-5480	R&M - vehicles									
	5247653696 Total:	33.92								
	AUTOZ Total:	318.15								
	Auto Zone Total:	318.15								
CDW Government										
CDWGOV										
KQ51058	03/20/2014	145.65	0.00	04/17/2014	Laptop mount for Code Enforcement		-			No 0000
101-000-210-2650	Contractor Permits Payable									
	KQ51058 Total:	145.65								
	CDWGOV Total:	145.65								
	CDW Government Total:	145.65								
Doerner John P										
DOERNER										
MTR040214	04/02/2014	29.22	0.00	04/17/2014	2013 Municipal tax rebate		-			No 0000
101-000-410-4050	Utility tax - electric									
MTR040214	04/02/2014	34.38	0.00	04/17/2014	2013 Municipal tax rebate		-			No 0000
101-000-410-4055	Utility tax - natural gas									
MTR040214	04/02/2014	24.38	0.00	04/17/2014	2013 Municipal tax rebate		-			No 0000
101-000-410-4060	Telecommunications tax									
	MTR040214 Total:	87.98								
	DOERNER Total:	87.98								
	Doerner John P Total:	87.98								
EJ Equipment										
EJEQUIP										
59788	12/09/2013	92.53	0.00	04/17/2014	Belt for vacuum sewer		-			No 0000
660-620-519-5480	R&M - vehicles									
	59788 Total:	92.53								
	EJEQUIP Total:	92.53								
	EJ Equipment Total:	92.53								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Engelstein Shirley										
ENGELSTE										
SE03-2014	03/20/2014	300.00	0.00	04/17/2014	Art gallery invoice - March/April 2014		-		No	0000
101-100-511-5270	Purchased program services									
	SE03-2014 Total:	300.00								
	ENGELSTE Total:	300.00								
Engelstein Shirley Total:		300.00								
Evanston Funeral & Cremation										
EVANSFUN										
107	03/01/2014	600.00	0.00	04/17/2014	Death investigation/body removal		-		No	0000
101-300-512-5599	Other contractual									
107	03/01/2014	62.00	0.00	04/17/2014	Body pouch		-		No	0000
101-300-512-5599	Other contractual									
	107 Total:	662.00								
	EVANSFUN Total:	662.00								
Evanston Funeral & Cremation Total:		662.00								
Executive Partners										
EXECUTI										
1412203	03/20/2014	3,750.00	0.00	04/17/2014	Strategic planning process		-		No	0000
101-100-511-5320	Consulting									
	1412203 Total:	3,750.00								
1412203A	03/20/2014	732.01	0.00	04/17/2014	Administrative expenses & planning		-		No	0000
101-100-511-5320	Consulting									
	1412203A Total:	732.01								
	EXECUTI Total:	4,482.01								
Executive Partners Total:		4,482.01								
Fastenal										
FASTENAL										
ILNIL38607	03/17/2014	77.97	0.00	04/17/2014	Vests for PW Employees		-		No	0000
101-410-511-5730	Program supplies									
	ILNIL38607 Total:	77.97								
ILNIL38622	03/17/2014	209.88	0.00	04/17/2014	Rivet gun for PW garage		-		No	0000
101-420-511-5745	Small Tools									
	ILNIL38622 Total:	209.88								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	FASTENAL Total:	287.85								
	Fastenal Total:	287.85								
Fedex FEDEX 2-601-29832 101-230-511-5399	03/26/2014 Other professional services 2-601-29832 Total: FEDEX Total:	27.17 27.17 27.17	0.00	04/17/2014	Shipping - Attorney		-		No	0000
	Fedex Total:	27.17								
Golf Mill Ford GOLFMILL 3497250 101-300-512-5480	03/10/2014 R&M - vehicles 3497250 Total:	2,054.97 2,054.97	0.00	04/17/2014	Front end parts for Squad 218		-		No	0000
511454 101-300-512-5480	04/01/2014 R&M - vehicles 511454 Total: GOLFMILL Total:	127.36 127.36 2,182.33	0.00	04/17/2014	Program lighting to dark mode		-		No	0000
	Golf Mill Ford Total:	2,182.33								
Grainger GRAINGER 9390040021 101-440-513-5730	03/14/2014 Program supplies 9390040021 Total:	33.48 33.48	0.00	04/17/2014	Sleeve for pipe for 3721 Morse		-		No	0000
9396697931 205-430-515-5730	03/24/2014 Program supplies 9396697931 Total:	150.39 150.39	0.00	04/17/2014	Union, dielectric, reducer for sprinkler		-		No	0000
9396697949 205-430-515-5730	03/24/2014 Program supplies 9396697949 Total:	261.00 261.00	0.00	04/17/2014	Red paint for sprinklers		-		No	0000
9400299385 205-430-515-5680	03/27/2014 Landscaping supplies 9400299385 Total:	130.50 130.50	0.00	04/17/2014	Red paint for sprinklers		-		No	0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
9400299393	03/27/2014	105.06	0.00	04/17/2014	Reducer wrot, adapter for sprinklers		-			No 0000
205-430-515-5680	Landscaping supplies									
	9400299393 Total:	105.06								
	GRAINGER Total:	680.43								
	Grainger Total:	680.43								
HD Supply Waterworks, LTD.										
HDSUPPLY										
C138513	03/25/2014	1,406.00	0.00	04/17/2014	Clamps for Water main		-			No 0000
660-620-519-5796	Water system repair parts									
	C138513 Total:	1,406.00								
C188614	03/28/2014	985.00	0.00	04/17/2014	Wrench, leak detector tools - Water Dept		-			No 0000
660-620-519-5745	Small tools									
	C188614 Total:	985.00								
	HDSUPPLY Total:	2,391.00								
	HD Supply Waterworks, LTD. Total:	2,391.00								
IFSAP										
IFSAP										
04022014	04/02/2014	45.00	0.00	04/17/2014	Annual dues		-			No 0000
101-350-512-5570	Professional associations									
	04022014 Total:	45.00								
	IFSAP Total:	45.00								
	IFSAP Total:	45.00								
Impact Networking, LLC										
IMPACT										
357501	04/02/2014	109.62	0.00	04/17/2014	Copier - Public Works - April		-			No 0000
660-610-519-5340	Maintenance Agreement Expense									
357501	04/02/2014	109.62	0.00	04/17/2014	Copier - Parks - April		-			No 0000
205-500-515-5440	R&M - office equipment									
357501	04/02/2014	109.62	0.00	04/17/2014	Copier - Fire Dept - April		-			No 0000
101-000-210-2650	Contractor Permits Payable									
357501	04/02/2014	109.62	0.00	04/17/2014	Copier - Police Dept - April		-			No 0000
101-210-511-5440	R&M - office equipment									
357501	04/02/2014	109.61	0.00	04/17/2014	Copier - Admin - April		-			No 0000
101-210-511-5440	R&M - office equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
357501	04/02/2014	109.62	0.00	04/17/2014	Copier - Finance - April		-			No 0000
660-610-519-5340	Maintenance Agreement Expense									
	357501 Total:	657.71								
	IMPACT Total:	657.71								
	Impact Networking, LLC Total:	657.71								
John Deere Landscapes										
JOHNDEER										
67389216	03/20/2014	349.00	0.00	04/17/2014	Pumps for Lincoln Medians sprinklers		-			No 0000
205-430-515-5680	Landscaping supplies									
	67389216 Total:	349.00								
67454858	03/27/2014	729.75	0.00	04/17/2014	Pumps for Lincoln Medians sprinklers		-			No 0000
205-430-515-5680	Landscaping supplies									
	67454858 Total:	729.75								
	JOHNDEER Total:	1,078.75								
	John Deere Landscapes Total:	1,078.75								
Johnstone Supply										
JOHNSTON										
198504	03/24/2014	346.75	0.00	04/17/2014	Pump, coupler for PW		-			No 0000
101-420-511-5405	R&M - buildings									
	198504 Total:	346.75								
	JOHNSTON Total:	346.75								
	Johnstone Supply Total:	346.75								
Lee Auto Parts										
LEEAUTOP										
442-267290	03/11/2014	66.97	0.00	04/17/2014	Belt and oil for Truck #8		-			No 0000
101-440-513-5480	R&M - vehicles									
	442-267290 Total:	66.97								
442-267291	03/11/2014	59.29	0.00	04/17/2014	Belt tensioner for Truck #8		-			No 0000
101-440-513-5480	R&M - vehicles									
	442-267291 Total:	59.29								
	LEEAUTOP Total:	126.26								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Lee Auto Parts Total:		126.26								
Lincolnwood Auto Const. Inc.										
LINCAC										
13FordExp	02/10/2014	2,761.19	0.00	04/17/2014	Repair to damaged squad		-		No	0000
101-000-511-5920	Property damage									
13FordExp Total:		2,761.19								
13FordTau	02/10/2014	1,650.00	0.00	04/17/2014	Repair to damaged squad		-		No	0000
101-000-511-5920	Property damage									
13FordTau Total:		1,650.00								
LINCAC Total:		4,411.19								
Lincolnwood Auto Const. Inc. Total:		4,411.19								
Lincolnwood Chamber of Commerce										
LWDCHAMB										
SOV03202014	03/20/2014	50.00	0.00	04/17/2014	Lunch - State of the Village		-		No	0000
101-200-511-5840	Meals									
SOV03202014	03/20/2014	25.00	0.00	04/17/2014	Lunch - State of the Village		-		No	0000
101-200-511-5840	Meals									
SOV03202014	03/20/2014	50.00	0.00	04/17/2014	Lunch - State of the Village		-		No	0000
101-300-512-5840	Meals									
SOV03202014	03/20/2014	25.00	0.00	04/17/2014	Lunch - State of the Village		-		No	0000
101-400-511-5840	Meals									
SOV03202014	03/20/2014	50.00	0.00	04/17/2014	Lunch - State of the Village		-		No	0000
101-240-517-5840	Meals									
SOV03202014	03/20/2014	50.00	0.00	04/17/2014	Lunch - State of the Village		-		No	0000
101-100-511-5840	Meals									
SOV03202014	03/20/2014	25.00	0.00	04/17/2014	Lunch - State of the Village		-		No	0000
205-500-515-5840	Meals									
SOV03202014	03/20/2014	25.00	0.00	04/17/2014	Lunch - State of the Village		-		No	0000
101-350-512-5840	Meals									
SOV03202014 Total:		300.00								
LWDCHAMB Total:		300.00								
Lincolnwood Chamber of Commerce Total:		300.00								
Loeber Motors, Incorporated										
LOEBER										
04022014	04/02/2014	84,534.05	0.00	04/17/2014	Annual Incentive Payment #8		-		No	0000
101-240-517-5911	Sales Tax Sharing Agreements									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #	
	04022014 Total:	84,534.05									
	LOEBER Total:	84,534.05									
	<hr/>										
	Loeber Motors, Incorporated Total:	84,534.05									
	<hr/>										
Malnati Organization											
MALNATI											
1717272	04/02/2014	80.70	0.00	04/17/2014	Lunch for Mini Academy		-		No	0000	
101-300-512-5730	Program supplies										
	1717272 Total:	80.70									
	MALNATI Total:	80.70									
	<hr/>										
	Malnati Organization Total:	80.70									
	<hr/>										
Menini Cartage Inc											
MENICRT											
42862	03/19/2014	918.14	0.00	04/17/2014	3 loads gravel for water/sewer repairs		-		No	0000	
660-620-519-5760	Street materials - Aggregate										
	42862 Total:	918.14									
	MENICRT Total:	918.14									
	<hr/>										
	Menini Cartage Inc Total:	918.14									
	<hr/>										
MGP, Inc.											
MGPINC											
2175	03/31/2014	873.75	0.00	04/17/2014	GISC Staffing - March		-		No	0000	
101-250-511-5599	Other contractual										
2175	03/31/2014	873.75	0.00	04/17/2014	GISC Staffing - March		-		No	0000	
101-000-210-2650	Contractor Permits Payable										
2175	03/31/2014	1,747.50	0.00	04/17/2014	GISC Staffing - March		-		No	0000	
660-620-519-5599	Other contractual										
	2175 Total:	3,495.00									
	MGPINC Total:	3,495.00									
	<hr/>										
	MGP, Inc. Total:	3,495.00									
	<hr/>										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
P.R. Streich & Son, Inc.										
PRSTREIC										
39420	03/18/2014	252.00	0.00	04/17/2014	Aerial lift inspection and repairs		-		No	0000
101-410-511-5460	R&M - public works equipment									
	39420 Total:	252.00								
	PRSTREIC Total:	252.00								
P.R. Streich & Son, Inc. Total:		252.00								
Pecirno Ardis										
PECIRNO										
3302014	03/30/2014	875.00	0.00	04/17/2014	Graphic design - Summer brochure		-		No	0000
205-500-515-5599	Other contractual									
3302014	03/30/2014	40.00	0.00	04/17/2014	Stock photo purchase		-		No	0000
205-500-515-5599	Other contractual									
	3302014 Total:	915.00								
	PECIRNO Total:	915.00								
Pecirno Ardis Total:		915.00								
Raynor Door Co										
RAYNOR										
140523	03/20/2014	183.95	0.00	04/17/2014	Door receivers, brackets for Buildings		-		No	0000
101-420-511-5405	R&M - buildings									
	140523 Total:	183.95								
	RAYNOR Total:	183.95								
Raynor Door Co Total:		183.95								
Schneider Electric										
SCHNEI										
4275450	03/24/2014	774.00	0.00	04/17/2014	Weather services		-		No	0000
101-400-511-5730	Program supplies									
4275450	03/24/2014	312.00	0.00	04/17/2014	Weather services		-		No	0000
101-250-511-5330	Data processing									
	4275450 Total:	1,086.00								
	SCHNEI Total:	1,086.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Schneider Electric Total:		1,086.00								
Schulhof Company										
SCHULHOF										
2852645	03/26/2014	190.59	0.00	04/17/2014	Bolt, seat opener, wax ring sleeve		-		No	0000
205-430-515-5730	Program supplies									
	2852645 Total:	190.59								
	SCHULHOF Total:	190.59								
Schulhof Company Total:		190.59								
Suburban Laboratories, Inc.										
SUBURB										
110565	03/17/2014	67.50	0.00	04/17/2014	Coliform testing and disinfectant		-		No	0000
660-620-519-5320	Consulting									
	110565 Total:	67.50								
	SUBURB Total:	67.50								
Suburban Laboratories, Inc. Total:		67.50								
The Faucet Shoppe										
THEFAUCE										
36104	03/21/2014	717.70	0.00	04/17/2014	Washers, O-Ring, grease for Shelter		-		No	0000
205-430-515-5730	Program supplies									
	36104 Total:	717.70								
36105	03/21/2014	868.50	0.00	04/17/2014	Bubbler head repair for Water fountain		-		No	0000
205-430-515-5730	Program supplies									
	36105 Total:	868.50								
36146	03/24/2014	2,266.21	0.00	04/17/2014	6 water faucet, socket set for Shelter		-		No	0000
205-430-515-5730	Program supplies									
	36146 Total:	2,266.21								
	THEFAUCE Total:	3,852.41								
The Faucet Shoppe Total:		3,852.41								
TransUnion Risk and Alternativ										
TRANSUN										
556811-0314	04/01/2014	5.75	0.00	04/17/2014	System for Background research		-		No	0000
101-300-512-5399	Other professional services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #	
	556811-0314 Total:	5.75									
	TRANSUN Total:	5.75									
	<hr/>										
	TransUnion Risk and Alternativ Total:	5.75									
	<hr/>										
	United States Postal Service										
	USPOSTMA										
04072014	04/07/2014	811.04	0.00	04/17/2014	Postage for May/June newsletter		-		No	0000	
101-100-511-5565	Village Newsletter										
	04072014 Total:	811.04									
	USPOSTMA Total:	811.04									
	<hr/>										
	United States Postal Service Total:	811.04									
	<hr/>										
	VCG Uniform										
	VCGUNIFO										
9966	03/27/2014	89.95	0.00	04/17/2014	Uniform allowance		-		No	0000	
101-300-512-5070	Uniform allowance										
	9966 Total:	89.95									
9967	03/27/2014	99.90	0.00	04/17/2014	Uniform allowance		-		No	0000	
101-300-512-5070	Uniform allowance										
9967	03/27/2014	59.95	0.00	04/17/2014	Uniform allowance		-		No	0000	
101-300-512-5070	Uniform allowance										
	9967 Total:	159.85									
9968	03/27/2014	30.45	0.00	04/17/2014	Uniform allowance		-		No	0000	
101-300-512-5070	Uniform allowance										
	9968 Total:	30.45									
	VCGUNIFO Total:	280.25									
	<hr/>										
	VCG Uniform Total:	280.25									
	<hr/>										
	Report Total:	225,663.96									

CURRICULUM VITAE

Martina M. Keller

Lincolnwood, IL 60712



EDUCATION:

THE UNIVERSITY OF CHICAGO

ARTS BACCALAUREATE IN POLITICAL SCIENCE **1987**

IIT-CHICAGO KENT COLLEGE OF LAW

JURIS DOCTORATE **1990**

EMPLOYMENT:

KEMPSTER, KELLER & LENZ-CALVO, LTD., Chicago, IL **1991-2010**

20 years of experience as a distinguished immigration attorney with a national practice in the firm of Kempster, Keller and Lenz-Calvo, Ltd. Clients included families and individuals, small companies, large corporations, universities, health care institutions, non-profits, and religious organizations. Successfully argued cases before the Board of Immigration Appeals and the U.S. Court of Appeals at the 7th Circuit. Started career with the Kempster law firm in 1991 as an Associate and was made a named partner of the firm in 2000. Retired from the full-time practice of law in January 2011 to devote more time to family and volunteer interests. Currently *Of Counsel* with the firm providing consulting services on as "as needed" basis.

PROFESSIONAL, CIVIC AND POLITICAL ACTIVITIES:

AMERICAN IMMIGRATION LAWYERS ASSOCIATION (AILA)

- AILA member since 1990.
- Currently, AILA Mentor on religious worker issues.
- 2008, Recipient of the Joseph Minsky "Beacon of Light" Award.
- 2006-2007, Chair, Chicago Chapter of AILA.
- 2005-2006, First Vice-Chair of the Chicago Chapter of AILA.
- 2004-2005, Second Vice-Chair of the Chicago Chapter of AILA.
- 2003-2004, Secretary of the Chicago Chapter of AILA.
- 2004-2005, Member, AILA National Religious Worker Committee.

- 2004-2005, Principal organizer of the Midwest Regional Conference on behalf of the Chicago Chapter of AILA.
- 2003-2004, Chair, AILA National Religious Worker Committee.
- 2010-2011, Co-Chair, Chicago Chapter USCIS Field Office Liaison Committee.
- 1999-2003, Co-Chair, Chicago Chapter INS District Director Liaison Committee.
- 2008, Speaker, AILA National Conference, Vancouver.
- 2006, Speaker, AILA National Conference, San Antonio.
- 2004, Speaker, AILA National Conference, Philadelphia .
- 2003, Speaker, AILA National Conference, New Orleans.
- 2000, Speaker, AILA National Conference, Chicago.
- Speaker at numerous AILA Chicago Chapter educational conferences since 1994.
- Authored articles on practice issues of immigration law for publication by AILA.
- 2005, Organizer of the American Immigration Law Foundation 5th Grade Essay Contest on behalf of the Chicago Chapter.
- Participated in the organization of continuing legal education conferences hosted by the Chicago Chapter of AILA.
- Met with the Administrative Appeals Office of the U.S. Citizenship and Immigration Services in a liaison capacity on behalf of AILA members nationally.
- Participated in community forums sponsored by AILA Chicago Chapter.

NON-AILA IMMIGRATION ACTIVITIES

- Currently, lay leader within the Archdiocese's Catholic Campaign on Immigration Reform (CCIR) since its inception in 2005, playing a variety of pro-bono advisory, educational and leadership roles. Contributions to CCIR include:
 - providing support and legal perspectives to groups within the CCIR network,
 - developing a network of attorneys who provide immigrants with pro bono support and legal service,
 - writing articles for publication in church bulletins,
 - delivering presentations on the topic of immigration reform to an array forums including public forums in parish churches, lay leader conferences, and clergy leadership meetings.
- Currently, member of the Advisory Board to the Archdiocese's Office for Immigrant Affairs and Immigration Education.
- October 2011, awarded the first annual "Journey to Emmaus" Award by Cardinal Francis George on behalf of the Archdiocese of Chicago.
- Speaker on immigration issues at non-AILA forums, including:
 - 2004-2009, Federal Bar Association Conference on Workplace Enforcement, Chicago
 - 2004, Immigration Conference hosted by the University of Texas, San Antonio
 - 2001, American Montessori Society's Annual Conference, Schaumburg.
- Authored multiple chapters on Religious Worker Visas for Matthew Bender's publication, *Immigration Law and Procedure, Desk Edition* (2010 edition).
- Member of the Advisory Board for World Relief Chicago 2001-02.

- Volunteered representation of Midwest Immigrants' Rights Center asylum cases during law school and as a solo practitioner.
- Represented clients on pro bono basis through Chicago Volunteer Legal Services, World Relief and other sources.
- Wrote immigration-related articles for non-AILA publications, including the *Illinois Manufacturer*.
- Appeared on the television program "Esta Semana" to discuss new naturalization laws.
- Speaker at Chicago area schools on topics of immigration.
- 1994, presented with a community service award by the Islamic Society of the Northwest Suburbs.

POLITICAL ACTIVITIES

- Participated several times in AILA's annual Lobby Day in Washington D.C.
- Co-hosted a political fund raising event for the U.S. Senate campaign on behalf of Barack Obama.
- Member of the Leadership Committee organized by the Illinois Coalition for Immigrants & Refugee Rights in support of the Civil Liberties Restoration Act.
- Member of the American Civil Liberties Union since 2003.

OTHER CIVIC ACTIVITIES

- Currently, Member of The University of Chicago's Visiting Committee for the College.
- Currently, Co-Chair of The University of Chicago's Class of 1987 25th Reunion Committee.
- Currently, Volunteer interviewer and resume reviewer for The University of Chicago's Metcalf Summer Internship program.
- Currently, Member of the Niles West Debate Parents Organization

PERSONAL:

- Married to Donald McLellan since 1993.
- Mother of two children:
 - James McLellan, age 14, attending Niles West High School and
 - Eric McLellan, age 10, attending Rutledge Hall.
- Resident of Lincolnwood since 1998. Previous resident of Lincolnwood from 1973 – 1987.
- Member of Queen of All Saints Catholic Church.
- Speaks German.

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Ordinance Amending Village Code Section 10, Chapter 2, Article 20 (A), (1), to Allow a Two-Hour Extension of the Closing Time of the Current Liquor License Holder at Psisteria Restaurant

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Psisteria Greek Taverna, 4711 W. Touhy Avenue, is requesting to sell alcohol for two hours longer than the Class A license allows, on Sunday, April 20, 2014 in celebration of Greek Easter. Currently the Class A license allows for the sale of alcohol until 2:00 a.m. on Sundays. Psisteria Greek Taverna is requesting they be allowed to remain open until 4:00 a.m.

Staff has no concerns with this request.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Letter from Pete Bournas

RECOMMENDED MOTION:

Move to approve the Ordinance to allow for a two-hour extension of the sale of alcohol on one day only for Psisteria Restaurant.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014-____

**AN ORDINANCE AMENDING SECTION 10-2-20
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING CLASS A LIQUOR LICENSES**

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

Village Clerk

ORDINANCE NO. 2014-__

**AN ORDINANCE AMENDING SECTION 10-2-20
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING CLASS A LIQUOR LICENSE CLOSING HOURS**

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

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

WHEREAS, Article 2 of Chapter 10 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), sets forth rules and regulations for the licensing of, and sale of alcoholic liquor by, alcoholic liquor retailers in the Village; and

WHEREAS, Section 10-2-20 of the Village Code establishes the times of each day during which an alcoholic liquor retailer in the Village is permitted to sell alcoholic liquor at retail; and

WHEREAS, pursuant to Section 10-2-20(A)(1), Class A local liquor licensees may sell alcoholic liquor on Saturdays from 9:00 a.m. until 2:00 a.m. on the following Sunday; and

WHEREAS, the Village President and the Board of Trustees desire to amend Section 10-2-20(A)(1) of the Village Code to permit the sale of alcoholic liquor by Class A local liquor licensees until 4:00 a.m. on Orthodox Easter for those licensees that that serve food representative of an ethnicity or nationality for which Orthodox Easter is traditionally observed; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to this Ordinance;

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

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

SECTION 2. LIQUOR LICENSE CLOSING HOURS. Section 10-2-20 of the Village Code is hereby amended further to read as follows:

"10-2-20: CLOSING HOURS.

- (A) No person licensed hereunder shall sell or permit to be sold, offer for sale or give away any alcoholic liquors except during the hours as set forth below.

- (1) Class A license: between the hours of 9:00 a.m. and 1:00 a.m. the next day; except that the 1:00 a.m. closing hour shall be extended to 2:00 a.m. Sunday; and extended to 3:00 a.m. on New Year's Day; and 4:00 a.m. on the Sunday on which the Orthodox Easter is observed, but only for those licensees that serve food representative of an ethnicity or nationality for which Orthodox Easter is traditionally observed."

* * *

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance 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 4. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2014.

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

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

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
#29064872_v1

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

Dear Mayor Turry,

As in previous years, midnight mass for Orthodox Easter will be on Saturday night and in tradition, there is a feast after. We are writing you this letter to request extended hours until 4:00 A.M. Saturday April 19th, 2014 going into Sunday morning April 20th, 2014. Please feel free to contact me with any questions or concerns.

Thank You,

Pete Bournas

Psistaria Greek Taverna

847-676-9400

Pete Bournas 4-7-14

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Adopting the Strategic Master Technology Plan for Fiscal Year 2014-15

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Strategic Master Technology Plan is a multi-year blueprint identifying Information Technology (IT) projects to be funded during the planning period. The plan identifies each proposed project to be undertaken, the year in which the project will be initiated, and the amount of money expected to be expended on the project each year. The plan helps the Village Board and staff ensure that decisions on IT projects are made wisely and are well planned. The purpose of the plan is to identify methods to incorporate emerging technologies in Village operations so that services to residents are made in the most efficient means possible. This plan consists of 12 strategies that staff believes are essential to achieving the Village Board's Strategic Plan goals and objectives.

The Strategic Master Technology Plan is initially developed, reviewed, and proposed by the IT Committee, which meets on a monthly basis and includes an employee representative from each department. It is then reviewed and recommended to the Village Board by a committee consisting of the Village Manager, the Finance Director, the Assistant Village Manager, Management Analyst, and Clientfirst. The document is a planning document only. By approving this plan, the Village Board is not unilaterally approving expenditures for the items described in the plan. Costs for projects and improvements included in the plan will continue to be included as a part of the Village's budget process and major purchases will continue to be made after Village Board approval. After the plan is approved, the Assistant Village Manager and the IT Committee are responsible for ensuring that all projects are completed on schedule.

The IT initiatives for fiscal year 2014-15 include:

- Document Management
- Expand Citizen Communication Using the Internet
- Expanding Audio/Visual Capabilities
- GIS Integration
- Mobile Worker Connectivity
- Cloud Based Computing

- Maximize Efficiencies Gained through Application Software
- Increase Productivity through the Use of Technology
- Utilize Technology for Public Safety
- Disaster Recovery Preparedness
- IT Security
- IT Infrastructure Improvements

FINANCIAL IMPACT:

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

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Strategic Master Technology Plan for Fiscal Year 2014-15

RECOMMENDED MOTION:

Move to approve a Resolution adopting the Strategic Master Technology Plan for Fiscal Year 2014-15.

RESOLUTION NO. R2014-_____

**RESOLUTION ADOPTING THE STRATEGIC MASTER TECHNOLOGY PLAN
FOR FISCAL YEAR 2014-15**

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

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Manager and the Village’s Information Technology consultant ClientFirst for the adoption of the Strategic Master Technology Plan (“the Plan”) for Fiscal Year 2014-15; and

WHEREAS, on February 20, 2014 at the Budget Workshop the Committee of the Whole reviewed and discussed the proposed Strategic Master Technology Plan for the Fiscal Year 2014-15; and

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

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

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

SECTION 2. APPROVAL OF PLAN. The Plan shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

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

PASSED this ___ day of April, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of April, 2014.

Gerald C. Turry
Village President

ATTEST:

Beryl Herman
Village Clerk

EXHIBIT A

Fiscal Year 2014-15 Strategic Master Technology Plan



STRATEGIC MASTER TECHNOLOGY PLAN

2014-2015 Fiscal Year

APRIL 17, 2014

Prepared By

The Information Technology Committee and

CLIENT**FIRST**
CONSULTING GROUP

“Uncompromising Client Service Begins Here”

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INTRODUCTION

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

PURPOSE

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

IT COMMITTEE

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

CLIENTFIRST

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

DOCUMENT MANAGEMENT

Strategy

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

Initiative #1

- Integrate Geographic Information Systems (GIS) and documents online

Benefits

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

Budget Considerations

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

Timeline

- 2014/2015 budget year

Initiative #2

- Integrate Springbrook and document management (Laserfiche)

Benefits

- Improve productivity by reducing transfers in and out of applications to view information

Budget Considerations

- Hardware/software \$2,500 (Laserfiche Affinity module)
- Consulting \$680

Timeline

- 2014/2015 budget year

Initiative #3

- Implement mobile view of Laserfiche documents

Benefits

- Allow staff to search and view stored documents from mobile devices
- Reduce staff time in archiving documents in the field

Budget Considerations

- Hardware/software \$1,700 (Laserfiche module)
- Consulting \$680

Timeline

- 2014/2015 budget year

Initiative #4

- Scan archived engineering documents (from Gewalt-Hamilton)

Benefits

- Reduce paper storage
 - 1,500 plans and 63,000 pages of engineering documents
- Eliminate fragile old engineering drawings
- Ability to access drawings from the field

Budget Considerations

- Contract Services \$6,000
- Consulting \$0

Timeline

- 2014/2015 budget year

Initiative #5

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

Benefits

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

Budget Considerations

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

Timeline

- 2015/2016 budget year

Strategy	Initiative	Efficiencies Gained	2014/2015	2015/2016	2016/2017	2017/2018	Total
Document Management	Integrate GIS and Document Management	100 Hours Saved per Year	\$3,000				\$3,000
	Integrate Springbrook and document management (Laserfiche)	Improved Productivity	\$3,180				\$3,180
	Implement mobile view of Laserfiche documents	Easier Access	\$2,380				\$2,380
	Scan archived engineering documents (from GeWalt-Hamilton)	Field Access & Reduced Paper Storage	\$6,000				\$6,000
	Implement Work Flow for Review and Signature of Letters and Memos	Reduce Paper and Letterhead Usage		\$10,100			\$10,100
Totals			\$14,560	\$10,100	\$0	\$0	\$24,660

EXPAND CITIZEN COMMUNICATION USING THE INTERNET

Strategy

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

Initiative #1

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

Benefits

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

Budget Considerations

- Phase 1
 - Consulting \$2,500
- Phase 2
 - Consulting \$2,500
- Phase 3
 - Consulting \$2,500

Timeline

- Phase 1 (Process Review)
 - 2014/2015 budget year
- Phase 3
 - 2015/2016 budget year
- Phase 4
 - 2016/2017 budget year

Initiative #2

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

Benefits

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

Budget Considerations

- Phase 1
 - Evaluate Springbrook version 7 to determine functionality for online permitting meets Village needs
 - Consulting \$4,600
- Phase 2
 - Permitting
 - Negotiations with Springbrook
 - Purchase software \$15,000
 - Consulting \$4,600
 - Hardware/software None – assumes Internet server
- Phase 3
 - Project Walkthrough capabilities
 - Purchase software \$15,000
 - Consulting \$4,600
 - Hardware/software None – assumes Internet server

Timeline

- Dependent on overall system assessment findings
- Phase 1 (Springbrook Evaluation)
 - 2014/2015 budget year
- Phase 2 (Online Permitting)
 - TBD

Strategy	Initiative	Efficiencies Gained	2014/2015	2015/2016	2016/2017	2017/2018	Total
Expand Citizen Communications	Expand online payment options	130 Hours Saved per Year	\$2,500	\$2,500	\$2,500		\$7,500
	Developer Permitting and Project Walkthrough online	24 Hours Saved per Year		\$4,600	\$19,600	\$19,600	\$43,800
Totals			\$2,500	\$7,100	\$22,100	\$19,600	\$51,300

EXPAND AUDIO/VISUAL CAPABILITIES

Strategy

Maintain an equipment replacement plan that improves the overall quality of Village audio/visual productions and enhances the existing Public, Educational, Government (PEG) broadcast system. Also provide for enhanced audio/visual capabilities for employee training, the Emergency Operations Center, and citizen communication.

Initiative #1

- Phase 1
 - Install new streamlined control console
 - Eliminate top rack sections & wall mount control monitors
 - Relocate some equipment to other room to reduce control room noise

Benefits:

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

Budget Considerations

- Purchase equipment \$7,000
- Consulting \$680

Timeline

- 2015/2016 budget year

- Phase 2
 - Install new video switcher and controller
 - Equipment will be end-of-life
 - Relocate some equipment to other room to reduce control room noise

Benefits:

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

Budget Considerations

- Purchase equipment \$15,000
- Consulting \$680

Timeline

- 2016/2017 budget year

- Phase 3
 - Replace end-of-life cameras
 - Install additional cameras for improved sight lines

Benefits:

- Better video of meetings, especially Committee of the Whole

Budget Considerations

- Purchase equipment \$15,000
- Consulting \$680

Timeline

- 2017/2018 budget year

Initiative #2

- Training Room A/V Improvements
 - Upgrade controls in Police/Fire training room to match new TVs

Benefits

- Integrates new projector and TVs that were installed in recent years

Budget Considerations

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

Timeline

- 2014/2015 budget year

Initiative #3

- Monitor in Community Center for signage

Benefits

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

Budget Considerations

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

Timeline

- 2014/2015 budget year

Strategy	Initiative	Efficiencies Gained	2014/2015	2015/2016	2016/2017	2017/2018	Total
Expand Audio/Visual Capabilities	Video broadcast of public meetings	Enhance Transparency and Citizen Engagement		\$7,680	\$15,680	\$15,680	\$39,040
	Upgrade Controls	Increased collaboration	\$11,000				\$11,000
	Comm Center Monitor	Improved customer service	\$1,500				\$1,500
Totals			\$12,500	\$7,680	\$15,680	\$15,680	\$51,540

GIS INTEGRATION

Strategy

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

Initiative #1

- Integrate Springbrook, and GIS addresses
 - Enhance Springbrook to utilize GIS addresses
 - Springbrook addresses to be pulled from GIS database
 - Combined with migration to Springbrook 7

Benefits

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

Budget Considerations

- Software None – Included with Springbrook 7 Migration
- Consulting None – Included with Springbrook 7 Migration

Timeline

- 2014/2015 budget year

Initiative #2

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

Benefits

- Improved GIS documentation will reduce location errors and resultant confusion

Budget Considerations

- Hardware \$7,500
- Consulting \$1,000 to \$2,000

Timeline

- 2014/2015 budget year

Initiative #3

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

Benefits

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

Budget Considerations

- Training Included in GIS Consortium membership fees

Timeline

- 2015/2016 budget year

Strategy	Initiative	Efficiencies Gained	2014/2015	2015/2016	2016/2017	2017/2018	Total
GIS Integration	Integrate Springbrook and GIS addresses	208 hours saved per year		Included in Springbrook 7			
	Improve Accuracy of GIS	Reduced Engineering Costs	\$9,500				\$9,500
	Expand use if GIS throughout Departments	Long Term Reduction in Locate Time		Included in Membership Fees			
Totals			\$9,500	\$0	\$0	\$0	\$9,500

MOBILE WORKER CONNECTIVITY

Strategy

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

Initiative #1

- Replace existing laptop for Community Development inspector with iPad

Benefits

- Reduced cost
- Improved ease of use
- Simplified process

Budget Considerations

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

Timeline

- 2014/2015 budget year

Initiative #2

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

Benefits

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

Budget Considerations

- Hardware \$800
- Consulting \$500

Timeline

- 2014/2015 budget year – Waiting for approval by Cook County

Initiative #3

- Utilize iPads for Park Inspections

Benefits

- Eliminates paper notes
- Much simpler way to record and share pictures and video
- Easier reference retrieval

Budget Considerations

- Hardware \$400
- Consulting \$340

Timeline

- 2014/2015 budget year

Initiative #4

- Laptop for Tree Foreman

Benefits

- Eliminates paper notes
- Much simpler way to record information
- Easier reference retrieval
- Ability to utilize with GIS

Budget Considerations

- Hardware \$6,000
- Consulting \$800

Timeline

- 2014/2015 budget year

Strategy	Initiative	Efficiencies Gained	2014/2015	2015/2016	2016/2017	2017/2018	Total
Mobile Worker Connectivity	Comm Dev laptop replace	Improved speed	\$3,700				\$3,700
	iPad for Court Pilot	Reduce paper	\$1,300				\$1,300
	iPads for Park Inspections	Reduced paper	\$740				\$740
	Laptop for Tree Foreman	Reduced paper	\$6,800				\$6,800
Totals			\$12,540	\$0	\$0	\$0	\$12,540

CLOUD BASED COMPUTING

Strategy

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

Initiative #1

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

Benefits

- Reduced ongoing support costs
- Reduced overall IT costs

Budget Considerations

- To be funded through the IT Strategy and Management budget

Timeline

- Ongoing

Initiative #2

- Upgrade Rectrac and Migrate to the Cloud
 - Continued support
 - Improved functionality
 - Reduced server support costs

Budget Considerations

- | | |
|----------------|----------|
| • Subscription | \$12,000 |
| • Consulting | \$2,000 |
| • PC Upgrades | \$6,000 |

Timeline

- 2014/2015 budget year

Strategy	Initiative	Efficiencies Gained	2014/ 2015	2015/ 2016	2016/ 2017	2017/ 2018	Total
Evaluate Cloud Based Computing Alternatives	Review Cloud Based Computing Alternatives	Potential Cost Reduction					\$0
	Upgrade Rectrac and Migrate to the Cloud	Improved functionality and reduced IT Support time	20,000				20,000
Totals			\$20,000	\$0	\$0	\$0	\$20,000

MAXIMIZE EFFICIENCIES GAINED THROUGH APPLICATION SOFTWARE

Strategy

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

Initiative #1

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

Budget Considerations

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

Timeline

- 2015/2016 budget year

Initiative #2

- Implement Springbrook Applicant Tracking
 - Integrates applicant tracking with Springbrook Human Resources Module
 - Improves applicant tracking processes
 - Reduces need for paper processes

Budget Considerations

- Hardware/software/training \$8,000
- Consulting \$2,500

Timeline

- 2015/2016 budget year

Initiative #3

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

Budget Considerations

- Hardware/software TBD
- Consulting TBD

Timeline

- Phase 1 – 2016-2017 budget year
 - Paperless Check Requests
 - Paperless Timesheets
 - Paperless Purchase Orders
- Phase 2 – 2017/2018 budget year
 - Springbrook integration with Electronic Document Management Software (Laserfiche)
 - Springbrook integration with Police Records Management Software (New World)
- Phase 3 – 2018/2019 budget year
 - Springbrook integration with Adjudication Software (DACRA)

Strategy	Initiative	Efficiencies Gained	2014/2015	2015/2016	2016/2017	2017/2018	Total
Software Efficiencies	Implement Code Enforcement Module	Improved Code Enforcement Efficiencies		\$20,000			\$20,000
	Implement Springbrook Applicant Tracking Module	Improves Tracking Processes		\$11,000			\$11,000
	Additional Modules or Integration Features	Decreased Paper Usage and Increased Integration			TBD	TBD	TBD
Totals			\$0	\$31,000	\$0	\$0	\$31,000

INCREASE PRODUCTIVITY THROUGH THE USE OF TECHNOLOGY

Strategy

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

Initiative #1

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

Replacement Schedule

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

Budget Considerations

- 2014/2015
 - Hardware/software \$45,000
 - New World Installation \$15,000
 - Consulting \$15,000
- 2015/2016
 - Hardware/software \$61,000
 - Consulting \$15,000
- 2016/2017
 - Hardware/software \$55,000
 - Consulting \$10,500
- 2017/2018
 - Hardware/software \$55,000
 - Consulting \$10,500

Timeline

- Each budget year

Initiative #2

- Provide staff with current technology and mobility tools, consider:
 - Department heads receiving desktops and iPads
 - Deputy department heads receiving hybrid laptops

Benefits

- Less expensive than laptops
 - Improved portability & flexibility
 - Better able to integrate office and travel to improve productivity

Budget Considerations

- Hardware/software \$18,000
- Consulting \$9,000

Timeline

- 2014/2015 budget year

Initiative #3

- Capital replacement plan for video surveillance system
 - Upgrade video surveillance software
 - Implement ongoing maintenance program

Benefits

- Up-to-date video surveillance capability
 - Ability to upgrade the system
- Reduced staff time spent dealing with:
 - Outages
 - Time and materials billing
 - Coordination of equipment
 - Maintenance of spares

Budget Considerations

- Software \$50,000
- Ongoing Maintenance \$40,000
- Consulting \$10,000

Timeline

- 2015/2016 budget year

Strategy	Initiative	Efficiencies Gained	2014/2015	2015/2016	2016/2017	2017/2018	Total
Increase Productivity	Standardize Purchasing Cycles	Amortize Annual Costs	\$75,000	\$76,000	\$65,500	\$65,500	\$322,000
	Provide staff with modern mobility tools	Improved Productivity and Flexibility	\$27,000				\$27,000
	Capital replacement plan for video surveillance system	Up-to-date video surveillance capability		\$100,000			\$100,000
Totals			\$102,000	\$176,000	\$65,500	\$65,500	\$409,000

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY

Strategy

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

Initiative #1

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

Benefits

- By the FY15 budget year, the 911 equipment will probably not be serviced reliably
- Will provide ShoreTel integration with non-emergency lines and streamline call handling processes between systems

Budget Considerations

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

Timeline

- 2015/2016 budget year

Initiative #2

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

Benefits

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

Budget Considerations

- Hardware/software \$20,000

Timeline

- Complete 2015/2016 budget year

Initiative #3

- Add additional video surveillance to Pool Complex

Benefits

- Enhance security of the facility

Budget Considerations

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

- Consulting \$2,000

Timeline

- Phase 1
 - Complete 2016/2017 budget year
- Phase 2
 - Complete 2017/2018 budget year

Initiative #4

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

Benefits

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

Budget Considerations

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

Timeline

- 2016/2017 budget year

Initiative #5

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

Benefits

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

Budget Considerations

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

Timeline

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

Strategy	Initiative	Efficiencies Gained	2014/ 2015	2015/ 2016	2016/ 2017	2017/ 2018	Total
Utilize Technology for Public Safety	Blue Light phones in Centennial Park	Improved public safety			\$14,000		\$14,000
	Replace 911 Equipment	Improve Public Safety and Dispatch Response		\$160,000			\$160,000
	Automatic license recognition cameras and software	Assist in recovery of stolen vehicles and identification of outstanding tickets		\$20,000			\$20,000
	Video for Pool Complex	PCI compliance & Monitor summer staff			\$28,500	\$20,750	\$49,250
	Integrate non-Village video	Reduced Emergency Response Time			\$15,000		\$15,000
	Voice recognition software to squads	Improved safety – eyes on the road		\$6,000	\$17,500		\$23,500
Totals			\$0	\$186,000	\$75,000	\$20,750	\$281,750

DISASTER RECOVERY PREPAREDNESS

Strategy

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

Initiative #1

- Implement a cloud based backup solution
 - Reduces IT Support costs by 1.5 hours each week
 - Increases backup security through increased physical separation
 - We will investigate consortium offerings first

Budget Considerations

- Hardware/software \$17,500
- Consulting \$5,000

Timeline

- 2015/2016 budget year

Initiative #2

- Power study to improve UPS capabilities – Pump House, Pool, Community Center
 - Based on power study results, implement improved backup power capabilities

Budget Considerations

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

Timeline

- 2015/2016 budget year

Initiative #3

- Implement full phone capabilities at Public Works
 - Expand phone capabilities at Public Works to handle call volume identical to Village Hall

Benefits

- Improved ability to function at Public Works when connectivity fails
- Improved Disaster Recovery capability should Village Hall become unavailable

Budget Considerations

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

Timeline

- 2016/2017 budget year

Initiative #4

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

Budget Considerations

- Hardware/software \$50,000
- Consulting \$2,500

Timeline

- 2016/2017 budget year

Initiative #5

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

Budget Considerations

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

Timeline

- 2017/2018 budget year

Initiative #6

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

Budget Considerations

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

Timeline

- 2017/2018 budget year

Strategy	Initiative	Efficiencies Gained	2014/ 2015	2015/ 2016	2016/ 2017	2017/ 2018	Total
Disaster Recovery Preparedness	Implement a cloud based backup solution	Reduce IT Support costs		\$22,500			\$22,500
	Power study to improve UPS capabilities – Pump House, Pool, Community Center	Maintain Operations and Protect Equipment During Power Outages		\$17,500			\$17,500
	Implement full phone capabilities at Public Works	Able to Handle Increased Call Volume			\$20,000		\$20,000
	Implement improved UPS capabilities – Pump House	Maintain Operations and Protect Equipment During Power Outages			\$52,500		\$52,500
	Implement improved UPS capabilities – Pool	Maintain Operations and Protect Equipment During Power Outages				\$17,500	\$17,500
	Implement improved UPS capabilities – Community Center	Maintain Operations and Protect Equipment During Power Outages				\$17,500	\$17,500
Totals			\$0	\$40,000	\$72,500	\$35,000	\$147,500

IT SECURITY

Strategy

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

Initiative #1

- Implement Intrusion Detection software for firewall and wireless

Benefits

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

Budget Considerations

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

Timeline

- Complete 2014/2015 budget year

Initiative #2

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

Benefits

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

Budget Considerations

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

Timeline

- Complete 2014/2015 budget year

Initiative #3

- Implement Network Access Control security

Benefits

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

Budget Considerations

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

Timeline

- Complete 2015/2016 budget year

Strategy	Initiative	Efficiencies Gained	2014/ 2015	2015/ 2016	2016/ 2017	2017/ 2018	Total
IT Security	Intrusion detection software	Additional System Security	\$25,000				\$25,000
	Network Access Control	Ability for Third Parties to Use Own PCs		\$25,000			\$25,000
	Implement Key Fob Access	Increased Security	\$5,500				\$5,500
Totals			\$30,500	\$25,000	\$0	\$0	\$55,500

IT INFRASTRUCTURE IMPROVEMENTS

Strategy

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

Initiative #1

- Connect the Village Hall campus and Public Works with fiber optics
 - Increase available bandwidth and reduce outages between sites
 - Provide for direct backups of Village files to Public Works for disaster recovery
 - Consistent with IT infrastructure of neighboring municipalities

Benefits

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

Budget Considerations

- | | |
|----------------------|-----------|
| • Planning/Design | \$22,000 |
| • Construction | \$135,000 |
| • Project Management | \$13,000 |

Timeline

- 2014/2015 budget year

Initiative #2

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

Benefits

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

Budget Considerations

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

Timeline

- 2015/2016 budget year

Initiative #3

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

Benefits

- Decrease risk of mistaken water discharge

Budget Considerations

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

Timeline

- 2015/2016 budget year

Strategy	Initiative	Efficiencies Gained	2014/2015	2015/2016	2016/2017	2017/2018	Total
IT Infrastructure	Consolidate Pub Works IT Equip	Reduce noise in workspace		\$12,500			\$12,500
	Two-Stage Sprinkler Discharge in Computer Rooms	Decrease risk of mistaken water discharge		\$42,500			\$42,500
	Fiber to Public Works	Reduce backup support by 100 hrs/yr	\$170,000				\$170,000
Totals			\$170,000	\$55,000	\$0	\$0	\$225,000

STRATEGIC MASTER TECHNOLOGY PLAN SUMMARY COST TABLE

Strategy	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Document Management	14,560	10,100			24,660
Expand Citizen Communication Using the Internet	2,500	7,100	22,100	19,600	51,300
Expand Audio/Visual Capabilities	12,500	7,680	15,680	15,680	51,540
GIS Integration	9,500				9,500
Mobile Worker Connectivity	12,540				12,540
Cloud Based Computing	20,000				20,000
Maximize Efficiencies Gained through Application Software		31,000	TBD	TBD	31,000
Increase Productivity through the Use of Technology	102,000	176,000	65,500	65,500	409,000
Utilize Technology for Public Safety		186,000	75,000	20,750	281,750
Disaster Recovery Preparedness		40,000	72,500	35,000	147,500
IT Security	30,500	25,000			55,500
IT Infrastructure Improvements	170,000	55,000			225,000
GRAND TOTAL	\$374,100	\$537,880	\$250,780	\$156,530	\$1,319,290

Request for Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving an Easement Agreement with the Metropolitan Water Reclamation District for the Maintenance of a Storm Sewer

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On April 27, 1989 the Village executed an agreement with the Metropolitan Water Reclamation District (MWRD) to operate a Storm Sewer and maintain an Outfall Easement to the North Shore Channel. An outfall is a discharge point for stormwater into a body of water. This agreement allows for a 54" sewer to transfer stormwater out of the retention pond adjacent to the Grossinger Autoplex located at 6900 McCormick Boulevard (Grossinger Pond), to the outfall which discharges the stormwater directly into the North Shore Channel. The benefit of this is that the stormwater collected by the Grossinger Pond bypasses the Village's combined sewer system entirely. Attached in Exhibit A is the Plat of Survey depicting the location of the outfall.

On January 3, 2014 the MWRD informed the Village that the agreement is set to expire on April 26, 2014 and offered to renew the agreement for the same terms and conditions. Given that the storm sewer and outfall are an essential component of the Village's sewer system, staff informed MWRD that the Village was interested in a renewal. Enclosed is the proposed agreement that has been reviewed by the Village Attorney. The agreement has been revised to include updated contract language and an updated Plat of Survey which was prepared by Gewalt-Hamilton. No substantive changes have been made.

The term of the agreement is 25 years which is customary for such easement agreements.

FINANCIAL IMPACT:

A one-time easement fee of \$10.00 is payable from the Water and Sewer Fund.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Agreement
3. Plat of Survey

RECOMMENDED MOTION:

Move to approve a Resolution approving an easement agreement with the Metropolitan Water Reclamation District for the maintenance of a storm sewer.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

A RESOLUTION APPROVING AN EASEMENT AGREEMENT
WITH THE METROPOLITAN WATER RECLAMATION DISTRICT
FOR THE MAINTENANCE OF A STORM SEWER

(District North Shore Parcel 7.06)

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("*MWRD*") is the record owner of that certain property located east of McCormick Boulevard, north of Pratt Avenue, and west of the North Shore Channel in the Village ("*Property*"); and

WHEREAS, the Village desires to maintain an existing 54-inch storm sewer and outfall on and under the Property ("*Storm Sewer*"); and

WHEREAS, the Village and the MWRD desire to enter into an easement agreement to permit the Village for the maintenance of the Storm Sewer Work on and under the Property ("*Easement Agreement*"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the Easement Agreement with the MWRD;

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 EASEMENT AGREEMENT. The Easement Agreement by and between the Village and the MWRD is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF EASEMENT AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Easement Agreement.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2014.

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

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

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

#28969619_v1

EXHIBIT A

EASEMENT AGREEMENT

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, hereinafter called the "District" and the VILLAGE OF LINCOLNWOOD, hereinafter called the "Grantee."

WHEREAS, the Grantee desires a 25-year, 20' x 158' non-exclusive easement to construct, reconstruct, operate, maintain, repair and remove a 54-inch storm sewer and outfall on District North Shore Channel Parcel 7.06, the real estate being located east of McCormick Boulevard, north of Pratt Avenue, and West of North Shore Channel, in Lincolnwood, Illinois, and legally described and depicted in Exhibit A (Plat of Survey and Legal Description), which is attached hereto and made a part hereof; and

WHEREAS, the District is willing to grant to the Grantee the easement aforesaid upon the conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the representations, covenants, conditions, undertakings, and agreements herein made, the parties hereto agree as follows:

ARTICLE ONE

1.01 The District hereby grants unto the Grantee a 20' x 158' non-exclusive easement, right, privilege and authority for 25 years commencing on April 27, 2014, and terminating on April 26, 2039, for the sole and exclusive purpose to construct, reconstruct, operate, maintain, repair and remove a 54-inch storm sewer and outfall on District North Shore Channel Parcel 7.06, the real estate being located east of McCormick Boulevard, north of Pratt Avenue, and West of North Shore Channel, in Lincolnwood, Illinois, hereinafter for convenience sometimes called "Improvements and Facilities", the real estate legally described and depicted in Exhibit A, hereinafter called the "Easement Premises".

1.02 The District reserves the right of access to and use of the surface of the easement premises.

1.03 The Grantee covenants and agrees in consideration of the grant of said easement to pay to the District an initial easement fee in the amount of 10 AND 00/100 DOLLARS (\$10.00) which is payable contemporaneously with Grantee's execution and delivery hereof. The Grantee shall pay no other easement fee, annual or otherwise, during the duration of this easement.

1.04 INTERIM ANNUAL EASEMENT FEE ADJUSTMENTS. N/A

1.05 In addition to the aforesaid, the Grantee shall also pay, when due, all real estate taxes and assessments that may be levied, charged or imposed upon or against the Easement Premises described in Exhibit A, if any, and submit to the District evidence of such payment within 30 days thereafter.

ARTICLE TWO

2.01 The construction and installation of the Improvements and Facilities of the Grantee on the Easement Premises shall be in accordance with plans and specifications therefor prepared at Grantee's expense and supplied to the District by the Grantee. No work shall commence until said plans and specifications have been approved in writing by the Executive Director of the District.

2.02 The construction and installation of the Improvements and Facilities by the Grantee on the Easement Premises shall be done to the satisfaction of the Executive Director of the District.

2.03 Grantee shall construct, install, operate, maintain and remove the "Improvements and Facilities", in a good and workmanlike manner at its sole cost, risk and expense.

2.04 The Grantee shall compensate the District for any additional costs that the District may sustain in any future construction of sewers, reservoirs or any other surface or underground structures caused by the presence of the Improvements and Facilities of the Grantee on the Easement Premises.

2.05 With reasonable notice from the District, the Grantee shall relocate or remove the Improvements and Facilities existing or constructed upon the Easement Premises at no cost to the District:

- A. In the event that the subject premises are adjacent to any channel, waterway or reservoir, and said channel, waterway or reservoir is to be widened by the District or any other governmental agency; or**
- B. In the event that any agency of government, having jurisdiction over said channel, waterway or reservoir requires the relocation or removal of said improvements; or**
- C. In the event that said relocation or removal is required for the corporate purposes of the District.**

ARTICLE THREE

3.01 The District expressly retains its interest in and rights to the use and occupation of the Easement Premises subject to the easement rights herein granted, and the District may grant further easements, assign, sell or lease the same to other

parties subject to the Grantee's right of use and a reasonable means of access to said Improvements and Facilities for construction, reconstruction, operation, maintenance, repair or removal thereof.

3.02 The Grantee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this Easement, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Grantee or Grantee's contracts, subcontractors or their agents and the Grantee shall, at Grantee's sole expense, appear, defend and pay all charges of Attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action, the Grantee shall, at the Grantee's sole expense, satisfy and discharge the same provided that Grantee shall first have been given prior notice of the suit in which judgment has been or shall be rendered, Grantee shall have been given an opportunity to defend the same and the District shall have given Grantee its full cooperation. Grantee expressly understands and agrees that any performance bond or insurance protection required by this Easement, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District as herein provided.

3.03 (a) The Grantee, prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall procure, maintain and keep in force, at Grantee's expense, the following public liability and property damage insurance in which the District, its Commissioners, officers, agents and employees, are a named insured as well as fire and extended coverage, and all-risk property insurance ("CLAIMS MADE" policies are unacceptable) in which the District is named loss payee from a company to be approved by the District, each aforementioned policy shall have limits of not less than the following:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability (Including Liability for Environmental Contamination of
Adjacent Properties)
in the amount of not less than \$4,000,000.00
per Occurrence

and

ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination
of Easement Premises)
in the amount of not less than \$4,000,000.00
per Occurrence

Prior to entering upon said premises, and thereafter on the anniversary date of such policies, the Grantee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon District's written request, Grantee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of the Grantee as set forth in the provisions of paragraph 4.02 above, or

3.03 (b) Self-Insured Entity: N/A

ARTICLE FOUR

4.01 In the event of any default on the part of the Grantee to faithfully keep and perform all singular the covenants, agreements and undertakings herein agreed by it to be kept and performed, or if said Improvements and Facilities are abandoned, the District shall give the Grantee notice in writing of such default or abandonment; and if such default or abandonment shall not have been rectified within thirty (30) days after receipt of such notice by the Grantee, all rights and privileges granted herein by the District to the Grantee may be terminated by the District; and upon such termination, the Grantee shall immediately vacate the Easement Premises and remove its Improvements and Facilities from said real estate and restore the land to its condition prior to Grantee's entry thereon, all at the sole cost of the Grantee.

4.02 The Grantee shall have the right to give the District written notice to cease and terminate all rights and privileges under this agreement. In the event of such termination, the Grantee shall have a period of one-hundred twenty (120) days from and after such termination date to remove the Improvements and Facilities and to restore the land to its original condition at no cost to the District.

The expiration of said removal and restoration date shall in no event extend beyond the expiration date of this Easement.

4.03 The Grantee understands and agrees that upon the expiration of this Easement, Grantee shall have removed or caused to be removed its Improvements and Facilities and any other things which Grantee has erected or placed upon said Easement Premises. Grantee further agrees to yield up said Easement Premises in as good condition as when the same was entered upon by the Grantee. Upon Grantee's failure to do so, the District may do so at the sole expense and cost of Grantee.

4.04 Performance Bond Requirement: N/A

4.05 Grantee expressly understands and agrees that any insurance protection or bond required by this Easement, or otherwise provided by Grantee, shall in

no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

ARTICLE FIVE

5.01 The Grantee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Easement had not been executed, then, in that event, the Grantee agrees to pay to the District such additional expense as is reasonable and determined by the Executive Director of the District, promptly upon rendition of bills therefor to the Grantee.

5.02 The Grantee covenants and agrees that it will reimburse the District, make all necessary repairs at its sole cost and expense and otherwise keep and save harmless the District from any loss, cost or expense arising out of the granting of this Easement suffered to property of the District by way of damage to or destruction thereof, caused by any act or omission of the Grantee, Grantee's agents, employees, contractors, subcontractors, or anyone else acting through or on behalf of Grantee, its agents, employees, contractors, or subcontractors.

5.03 During the term of this Easement, the District shall not be liable to the Grantee for any loss, cost or expense which the Grantee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation or failure of any of the sewers, structures, channels or other works or equipment of the District now located or to be constructed on said Easement Premises, or on the land of the District adjacent to said Easement Premises.

ARTICLE SIX

6.01 Detailed plans of subsequent construction or material alteration of the Grantee's Improvements and Facilities shall first be submitted to the Executive Director of the District for approval. Construction work shall not begin until such approval is given to Grantee in writing.

6.02 Environmental Site Restoration/Remediation Bond: N/A

6.03 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to the Grantee in care of the Village Manager, 6900 North Lincoln Avenue, Lincolnwood, Illinois 60712, or to such other persons or addresses as either party may from time to time designate.

ARTICLE SEVEN

7.01 The Grantee, prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall, at Grantee's sole cost and expense, obtain all permits, consents and licenses which may be required under any

and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the county, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.02 The Grantee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the county and the city, village, town or municipality in which the subject property is located, which in any manner affects this Easement, any work done hereunder or control or limit in any way the actions of Grantee, its agents, servants and employees, or of any contractor or subcontractor of Grantee, or their employees.

7.03 The Grantee agrees to protect all existing District facilities within the Easement Premises, including, but not limited to, intercepting sewers, sludge lines, utility lines, dropshafts, connecting structures, siphons and manholes.

7.04 No blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

7.05 Grantee agrees, if applicable, to abide by and implement the District's Waterway Strategy Resolution as adopted by the District's Board of Commissioners, and attached hereto as Exhibit B and made a part hereof.

ARTICLE EIGHT

8.01 The Grantee shall not voluntarily or by operation of law assign, or otherwise transfer or encumber all or any part of Grantees' interest in this Easement or in the Premises to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the District.

8.02 Change in Control: N/A

8.03 Grantee shall notify the District in writing not less than sixty (60) days prior to any proposed assignment or transfer of interest in this Easement. Grantee shall identify the name and address of the proposed assignee/transferee and deliver to the District original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Easement Agreement and any other information or documentation requested by the District. The District shall not unreasonably withhold the consent to assignment or transfer.

8.04 Any attempted assignment or transfer of any type not in compliance with these sections shall be void and without force and effect.

ARTICLE NINE

GENERAL ENVIRONMENTAL PROVISIONS

9.01 DEFINITIONS

- A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:
- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
 - (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
 - (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300 (f) et seq., the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder,

Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, urea formaldehyde and radon gas;**
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;**
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;**
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the area subject to easement or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;**
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Grantee or District;**
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "con-**

taminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or**
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.**

C. "Phase I Environmental Assessment" shall mean:

- (1) an assessment of the Easement Premises and a reasonable area of the adjacent premises owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Easement Premises and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Easement Premises, a review of the utilization and maintenance of hazardous materials on the Easement Premises review of the Easement Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Easement Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log references, conclusions and recommendations.**

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Easement Premises and a reasonable area of the adjacent property owned by the District performed by an independent and duly**

qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Easement Premises and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, ground waters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

9.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE EASEMENT

Grantee, for itself, its heirs, executors, administrators, and successors covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred, conveyed or distributed upon or within the Easement Premises, by Grantee or its subtenant or assigns, or any of its agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of any underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

9.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Grantee shall use the Easement Premises only for purposes expressly authorized by Article 1.01 of this Easement Agreement. Grantee will not do or permit any act that may impair the value of the Easement Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Easement Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Easement Premises or use Easement Premises in any manner (i) which could cause the Easement Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Easement Premises within the ambit of the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Easement Premises within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution

Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

- A. In the event Grantee has used the Easement Premises under a prior easement agreement, Grantee warrants and represents that as a result of the easement grant, the Easement Premises and improvements thereon, including all personal property, have not been exposed to contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the premises as defined by any Environmental Laws, and that the Easement Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps.**

- B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Easement Premises or the improvements thereon, Grantee will take all appropriate response action, including any removal and remedial action after the execution date of this Easement Agreement.**

9.05 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Easement Agreement, the Grantee indemnifies, exonerates, and holds the District and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable Attorney's fees, costs and disbursements incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Grantee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or (iii) the release or threatened release by Grantee, its subsidiaries, or its parent company of any Hazardous Materials or the presence of Hazardous Materials on or under the Easement Premises or any property to which the Grantee, its parent company, or any of its subsidiaries has sent Hazardous Materials (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law) regardless of whether caused by or within**

the control of the Grantee, its parent company, or its subsidiaries provided that, to the extent District is strictly liable under any Environmental Laws, Grantee's obligation to District under this indemnity shall be without regard to fault on the part of the Grantee with respect to the violation of law which results in liability to District.

9.06 ENVIRONMENTAL COVENANTS

Grantee agrees to and covenants as follows:

- A. Grantee covenants and agrees that throughout the term of the Easement Agreement all Hazardous Materials which may be used upon the Easement Premises shall be used or stored thereon only in a safe, approved manner in accordance with all generally accepted industrial standards and all Environmental Laws.**
- B. Grantee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.**
- C. Grantee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Grantee (whether or not from the Easement Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.**
- D. Grantee will take all reasonable steps to prevent a violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the area to be used and under the Easement Agreement.**
- E. Grantee will not allow the installation of asbestos on the area described in Exhibit A or any item, article, container or electrical equipment including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electromagnets and cable, containing PCBs.**
- F. Grantee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteris-**

tics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface or subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

- G. The aforesaid representations and warranties shall survive the expiration or termination of the Easement Agreement.

9.07 COVENANTS (ENVIRONMENTAL)

Grantee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Easement Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;
- (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;
- B. Notify District by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide the District within 72 hours of the event with copies of all written notices by Grantee, its parent, and its subsidiaries that are reported to government regulators or received from the government regulators.
- C. Provide such information that the District may reasonably request from time to time to determine compliance by the Grantee with this Article.
- D. Grantee covenants and agrees to cooperate with the District in any inspection, assessment, monitoring, or remediation instituted by the District during the Easement Agreement.

9.08 COMPLIANCE (ENVIRONMENTAL)

The Grantee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

- A. In the event of a spill, leak or release of hazardous waste carried by Grantee, its employees, or its agents Grantee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Easement Premises and a reasonable area of the adjacent property owned by the District and submit the written report to the District within 90 days after the spill, leak or discharge. After review of each Phase I Environmental Assessment, District, at its sole discretion, may require Grantee, at Grantee's expense, to obtain a Phase II Environmental Assessment with respect to the premises used under the Easement Agreement. The written report of the Phase II Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Easement Premises or adjacent premises, Grantee shall take immediate action to remediate the contamination and to restore the Easement Premises described in Exhibit A and adjacent premises owned by the District to a clean and sanitary condition and to the extent required by any and all Environmental Laws.**
- B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed by Grantee prior to the end of the Easement Agreement unless directed to the contrary in writing by the District.**
- C. If any Environmental Assessment reveals, or District otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Grantee is unwilling to remediate or that District is unwilling to accept, District shall have the right and option to terminate this Agreement and to declare it null and void.**
- D. In the event Grantee should receive a Notice of Environmental Problem, Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Grantee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Easement Premises, or any improvements thereon; (iii) the Grantee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; (iv) any part of the Easement Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in re-**

sponse to a release of Hazardous Material, Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's and any tenant's receipt or submission thereof.

E. Not less than one (1) year prior to the expiration of the Easement, Grantee shall have caused to be prepared and submitted to the District a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the District, and dated not more than eighteen (18) months prior to the expiration of the Easement, showing that:

- (1) the Grantee has not caused the Easement Premises and any improvements thereon to materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;**
- (2) the Grantee has not caused the Easement Premises and any improvements thereon to contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated bi-phenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;**
- (3) the engineer has identified, and then describes, any Hazardous Materials utilized, maintained or conveyed on or within the property, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;**
- (4) if any Hazardous Materials were utilized, maintained or conveyed on the Easement Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Easement Premises, which documents that the Easement Premises and improvements are free of contamination by Hazardous Materials;**
- (5) the engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the Authorities"), and describing any submission by Grantee concerning**

said environmental matter which has been given or should be given with regard to the Easement Premises to the Authorities; and

- (6) the engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA), Section 11001 et seq. of Title 42 of the United States Code.

9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

- A. In the event Grantee gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Grantee shall submit to District a written report of a site assessment and environmental audit, in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the District, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the Site or Property which could necessitate an environmental response action, and which demonstrates that the Site and Property complies with, and does not deviate from all applicable environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits, or certificates required thereunder, and that the Grantee is in compliance with, and has not deviated from, the representations and warranties previously set forth.
- B. District hereby expressly reserves to itself, its agents, Attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Easement Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Easement Premises or improvements thereon as the District, in its sole discretion, determines is necessary to protect its interests.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

By: _____
Mariyana T. Spyropoulos
Chairman of Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee _____

Insurance _____

Bond N/A

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____,

A.D. 20 ____.

Notary Public

My Commission expires:

THE VILLAGE OF LINCOLNWOOD

By: _____
Timothy C. Wiberg
Village Manager

ATTEST:

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above signatories for the Village of Lincolnwood, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument, as their free and voluntary act and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____,

A.D. 20 ____.

Notary Public

My Commission expires:

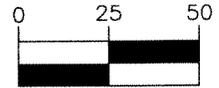
Exhibit

to the Metropolitan Sanitary
District of Greater Chicago for

An easement for sewer purposes in the Northeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, being 20.00 feet wide lying 10.00 feet on each side of the centerline of a sewer pipe, said centerline more particularly described as follows: Commencing at the intersection of the South line of the said Northeast quarter with the East Right of Way line of McCormick Boulevard; thence North 00°40'59" East along the said East Right of Way line, a distance of 62.46 feet to the point of beginning; thence North 89°00'39" East, a distance of 158.22 feet to the West bank of the North Shore Channel being the point of terminus, all in Cook County, Illinois.



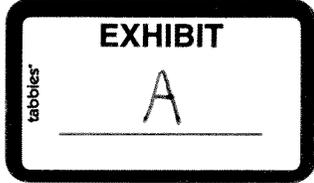
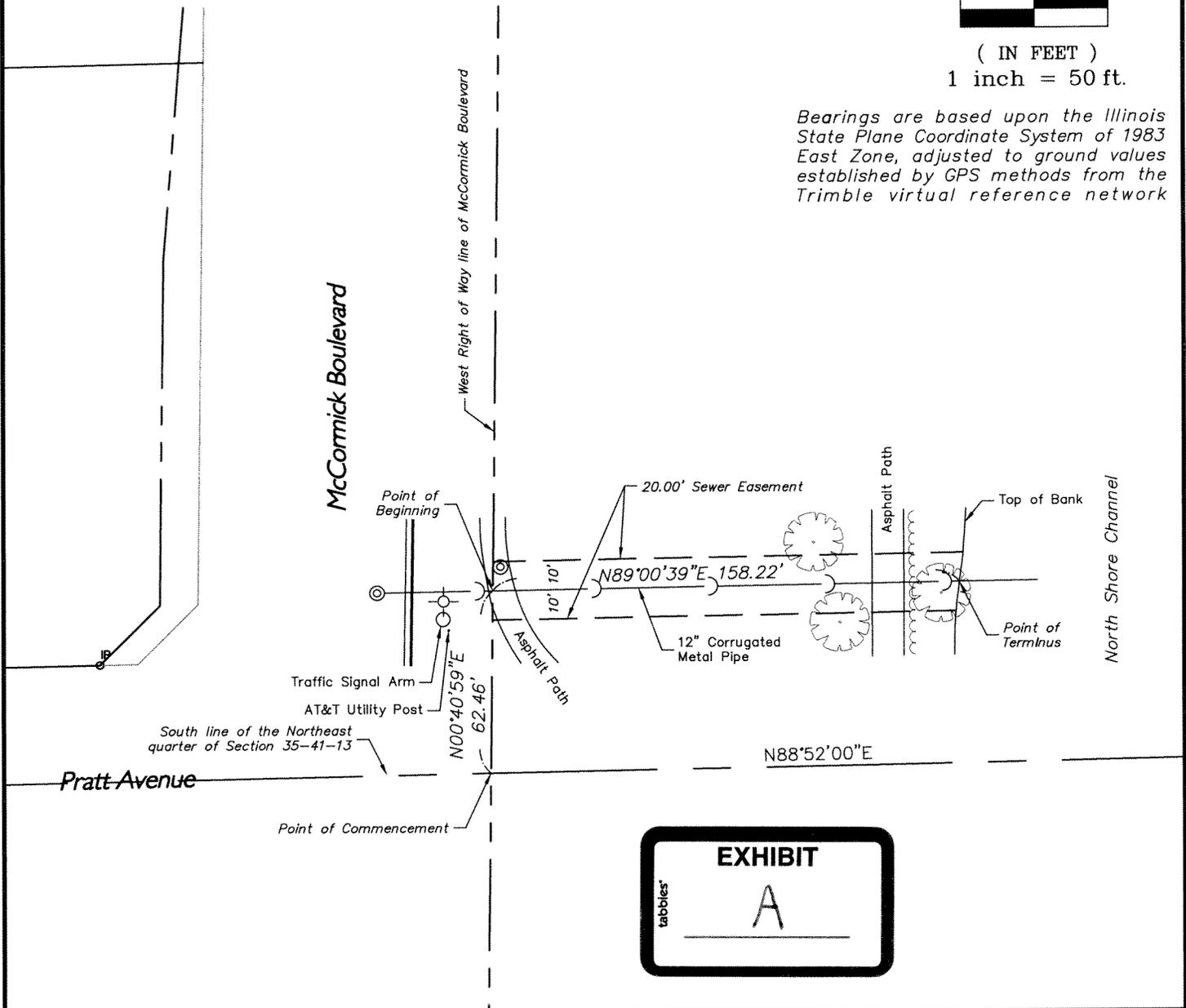
GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

Bearings are based upon the Illinois State Plane Coordinate System of 1983 East Zone, adjusted to ground values established by GPS methods from the Trimble virtual reference network



GHA GEWALT HAMILTON ASSOCIATES, INC.

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

FILE: 4700-003 MWRD Easement.dwg

DRAWN BY: RFW

GHA PROJECT #

DATE: 03/12/14

4700.003

CHECKED BY: JFP

SCALE: 1"=50'

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Ordinance Authorizing the Sale and Disposal of Personal Property Owned by the Village

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village routinely declares obsolete or unused personal property owned by the Village as surplus. When personal property is declared surplus, Village staff will determine if a market is available to sell the equipment and dispose of all other items that cannot be sold.

FINANCIAL IMPACT:

Staff will sell the old phones for a total revenue of \$1,260 and will attempt to sell all other property that has been declared surplus. Revenue generated by the sale will be placed in the General Fund.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Surplus Property List

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the sale of surplus and disposal of personal property owned by the Village.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014_____

AN ORDINANCE AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY

WHEREAS, the Village is the owner of that certain personal property described in detail on **Exhibit A**, attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village has determined that the Property is no longer necessary or useful to, or for the best interests of, the Village;

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

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated into, and made a part of, this Ordinance as findings of the Village.

SECTION TWO: AUTHORIZATION TO DISPOSE OF PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the Village's home rule authority, the Village declares that ownership of the Property is no longer necessary or useful to, or in the best interests of, the Village. The Village Manager is hereby authorized and directed to take whatever actions are necessary to dispose of the Property, in such a manner and with such terms as are acceptable to the Village Attorney.

SECTION THREE: PUBLICATION. The Village Clerk shall be, and is hereby, directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

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

[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
Village Surplus
April, 2014

Device Name Or Serial Number	Make	Model Number	Type
3C032800001	Compaq	E02011	AIT TAPE BACKUP
1222289	Intoximeter	IIII	ALCOSENSOR
1222304	Intoximeter	IIII	ALCOSENSOR
1222315	Intoximeter	IIII	ALCOSENSOR
1204332	Intoximeter	IIII	ALCOSENSOR
1222286	Intoximeter	IIII	ALCOSENSOR
UL/EN 60065	Crown	1160A	AV SWITCHER
4146	Intoximeter	EC-IR	BREATHALYZER
U2-DVDDUPE-D316	Kanguru		CD/DVD DUPLICATOR
PRK-DZT8CB1	Dell	GX-620	COMPUTER
PD-15RHVC1	Dell	GX-620	COMPUTER
H2TZH91	Dell	GX-520	COMPUTER
LWD-WEATHER	Gateway	E-2100	COMPUTER
FIR-5W4YKH1	Dell	DCSM	COMPUTER
LWD-TEST-PC	Dell	DCSM	COMPUTER
FIR-7KKD5J1	Dell	DCSM	COMPUTER
FIR-CY4YKH1	Dell	DCSM	COMPUTER
BLD-7KKF4J1	Dell	DCSM	COMPUTER
POOL-4YCT4G1	Dell	DCSM	COMPUTER
MXM8150D6W	HP	K0402UTABA	COMPUTER
POOL-809G9G1	Dell	DCCY	COMPUTER
HHT61F1	Dell	EMS01	COMPUTER
FGZ71D1	Dell		COMPUTER
			COMPUTER SPEAKERS
00-28857918	eSeries		COMPUTER TOWER
00-28812260	eSeries		COMPUTER TOWER
8110062	OCE	CM5520	COPIER
8090034	OCE	CM4010	COPIER
8330941	OCE	CM5520	COPIER
8110041	OCE	CM5520	COPIER
8090034	OCE	9504	COPIER
8110062	OCE	9834	COPIER
J0N01R1I	Dell		KEYBOARD
SNCN0RH6597357182T05SI	Dell		KEYBOARD
C837363			KEYBOARD
B9371S1Z			KEYBOARD
B045775			KEYBOARD
B045735			KEYBOARD
KB-0316	HP		KEYBOARD (2)
	Yamaha		KEYBOARD (PIANO)
393951	Cube 60		KEYBOARD SPEAKER
	Duo-Safety Ladder Corporation	35' LADDER	LADDER
	Duo-Safety Ladder Corporation	20' LADDER	LADDER
	Duo-Safety Ladder Corporation	14' LADDER	LADDER
9408-2641	USI	FX-1200	LAMINATOR
32900297	Gateway	M305CRV	LAPTOP
9FKSA01570	Panasonic	CF-27EB6GCAM	LAPTOP
5DKYA16505	Panasonic	CF-29HWLGZBM	LAPTOP
5DKYA12621	Panasonic	CF-29HWLGZBM	LAPTOP
5DKYA14624	Panasonic	CF-29HWLGZBM	LAPTOP
5DKYA16168	Panasonic	CF-29HWLGZBM	LAPTOP
5DKYA17649	Panasonic	CF-29HWLGZBM	LAPTOP

Exhibit A
Village Surplus
April, 2014

Device Name Or Serial Number	Make	Model Number	Type
5AKSA90142	Panasonic	CF-29EWKGZKM	LAPTOP
13775640373	Dell	LATITUDE 100L	LAPTOP
3SGTM81	Dell	LAT-D810	LAPTOP COMPUTER
6KDCF291884	Kodiak	CF-29	MOBILE DOCK
2KDCF278360	Kodiak	CF-27	MOBILE DOCK
CN-0C0646-46633-61K-199S	Dell	2001FP	MONITOR
E196FPF	Dell		MONITOR
E1909WB	Dell		MONITOR
E718FPC	Dell		MONITOR
CN-0J1806-71681-439-BBD7	Dell		MONITOR
728071536C	ELO		MONITOR
MUL5022C0129429	Gateway	FPD1530	MONITOR
9HCLVH1	Dell	T3500	MONITOR
31972872-73G2R4S	Dell	E197FPF	MONITOR
32046633768-66ML	Dell	E197FPB	MONITOR
811728726501NHM	Dell	E196FPF	MONITOR
99802358440	ACER	ALI716B	MONITOR
7005160	Gateway	FPD1530	MONITOR
7004017	Gateway	FPN530	MONITOR (5)
00-18562994	Gateway		MONITOR/COMPUTER
	APC		MOUNTS (2)
SNIOA02TMG	Dell		MOUSE
IT08000O5S	Dell		MOUSE
MOC5UO	Dell		MOUSE
HCA23703879			MOUSE
HCA23703812			MOUSE
HCA40503188			MOUSE
iPhone 5	Apple		PHONES (6)
Competitor Racing Lines		750 METER LINES	POOL LANES
U61946M8J261508	Brother	HL-2170W	PRINTER
USB187275	HP	4050N	PRINTER
7071107	HP	6P	PRINTER
JPGMD57460	HP	4600N	PRINTER
C4224A	HP	U5GN111121	PRINTER
CN23L1R2XH	HP	C643OA	PRINTER
U61327A0N287194	MFC	7220	PRINTER
JPGMF43863	HP	4600N-C9692A	PRINTER
2070801442	Bravo 2 Disk Publisher	PRIMERA	PRINTER
CN41AB13R	HP	3970	PRINTER
PRT-COM-2040	Brother	HL-2070N	PRINTER
	Sanyo	PLC-XT16	PROJECTORS (2)
E27231	Custom Signal	GOLDEN EAGLE	RADAR UNIT
42DNX91	Dell	POWEREDGE 1850	SERVER
BG2BYH1	Dell	POWEREDGE 2950	SERVER
49L01D1	Dell	POWEREDGE 2950	SERVER
C51200605E10880	SuperMicro	5013	SERVER
CWP4FD1	Dell	EM501	SERVER
6J33KZR2H00F	Compaq	ML350	SERVER
63129	Altec		SPEAKER
	Quam	8C10FECO	SPEAKERS(8)
63159	Altec		SUBWOOFER

Exhibit A
Village Surplus
April, 2014

Device Name Or Serial Number	Make	Model Number	Type
FA0616BHC00293		7CGO	TAPE BACKUP AUTO LOADER
BATTERY	APC	RBC44	UPS BATTERY
BATTERY	APC	RBC44	UPS BATTERY
BATTERY	APC	RBC44	UPS BATTERY
BATTERY	APC	RBC44	UPS BATTERY
7KKB5J1	Dell	OPTIPLEX 360	WORKSTATION
CH8R6d1	Dell	OPTIPLEX 745	WORKSTATION
7KKC5J1	Dell	OPTIPLEX 360	WORKSTATION
4H8R6D1	Dell	OPTIPLEX 745	WORKSTATION
995MHD1	Dell	OPTIPLEX 745	WORKSTATION

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of a Resolution Authorizing the Extension of a Contract to Lauterbach and Amen, LLP, Certified Public Accountants to Provide the Annual Auditing Services for the Village for the Fiscal Year Ended April 30, 2014 in the Not-to-Exceed Amount of \$31,260

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The contract with the Village Auditor, Lauterbach and Amen, LLP, is eligible for annual renewals through April 30, 2014 based on acceptable performance. The Village has the option to terminate the agreement at any time prior to the beginning of the next fiscal year. Staff found the performance of the auditors satisfactory and recommends that Lauterbach and Amen, LLP be approved as the auditor for the Fiscal Year Ended April 30, 2014.

FINANCIAL IMPACT:

\$31,260 is budgeted for auditing services in the Fiscal Year 2014/15 Budget. The funding source is General Fund operating revenue, Tax Increment Financing District revenue and Water Fund revenue.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Contract

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the Village Manager to execute an extension of a contract to Lauterbach & Amen, LLP, to perform the annual audit of the Village's financial statements for the Fiscal Year Ended April 30, 2014 in the not-to-exceed amount of \$31,260.

RESOLUTION NO. R2014-_____

A RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH LAUTERBACH AND AMEN, LLP TO PROVIDE ANNUAL AUDITING SERVICES FOR THE FISCAL YEAR ENDED APRIL 30, 2014

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 corporate authorities have considered the recommendation awarding a contract extension to Lauterbach and Amen, LLC to provide annual auditing services for the Village for the fiscal year ended April 30, 2014.

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. AUTHORIZATION OF EXECUTION OF CONTRACT EXTENSION. On behalf of the President and Board of Trustees, the Village Manager is authorized to execute a contract extension with Lauterbach and Amen, LLP not to exceed \$31,260.00 for auditing services for the fiscal year ended April 30, 2014.

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

PASSED this ___ day of April, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of April, 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

May 11, 2012

Robert J. Merkel, Director of Finance
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Lauterbach & Amen, LLP (L & A) is pleased to respond to your request to provide auditing services to the Village of Lincolnwood (Village).

Enclosed in this proposal are details about our practice, our people and our reputation for quality service to governments, as well as an outline of our audit approach and scope of the audit process. L & A is a firm entirely specialized in the governmental sector, allowing us to provide an unrivaled commitment to exceeding your expectations with regards to quality service, government specific expertise, and timing and approach of the audit process. Our five partners share a combined 85 years of exclusive government experience, with past experience in not-for-profit, tax and commercial clients. Their years of experience in the governmental sector will directly benefit the Village. L & A possesses the resources and drive to continually exceed your expectations.

At L & A our mission is to provide accounting, compilation, assurance, and consulting services to governments in the spirit of excellence and altruism. As a firm, we are committed to adhering to stringent moral standards in addition to the legally imposed professional standards and guidelines, priding ourselves in our flexible attitude towards accommodating our clients, and continually striving to be an elite personal client service firm. L & A will attain the highest quality employees who share our core values and capacities in order to continue to service our clients at the level at which they are accustomed. Our staff utilizes their expertise to educate clients with the anticipation that it will lead to accurate solutions to challenges that may arise in the daily course of financial activities. Our goal is to maintain personalized relationships with our current clients, while continuing to acquire new clients with the hopes of creating equally valuable bonds. At L & A we continually strive to distinguish ourselves from other accounting firms by emphasizing the following:

- Conducting annual training sessions with our clients in a small group setting covering such topics as: new GASB pronouncements, understanding the financial statements, identification of finance department efficiencies and best practices, etc.
- Providing professional audit and consulting services to over 100 local governments on an annual basis, and providing compilation and benefit services to over 175 police and firefighters' pension funds.
- Engaging in audit planning, preliminary work and continual communication with our clients to ensure an efficient and quality audit process. This also ensures that audit issues will be identified early and solutions will be implemented timely.
- Possessing exclusive expertise in the area of local government, as exemplified by our *perfect* retention rate of the Certificate of Achievement for Excellence in Financial Reporting for clients with continual submissions to the program.

- Allowing our clients to dictate scheduling needs related to the audit process and adhering to those needs. We continually meet or exceed the deadlines established by our clients.
- Identifying, communicating and assisting in the implementation of identified opportunities for improved and more efficient financial or procedural operations.
- Maintaining a highly professional staff, each of which possess extensive knowledge in the area of local government, continually broadening their knowledge of local government issues through in-house training, involvement in various local government organizations and through continuing professional education programs.
- Maintaining a program of continuity for multi-year engagements, including minimal rotation of staff and in-charge auditors, allowing for the establishment of efficient working relationships with the Village.
- Continually promoting communication with management from the beginning of our engagement and throughout the year. This includes an entrance conference and planning meetings with the Village, weekly meetings with management to review the progress of the engagement, if requested, an exit conference to discuss our findings and report production issues, meetings with elected officials during the evenings to answer questions regarding the audit and any other related issues, and continual communication throughout the year. We are committed to listening to your needs and customizing the audit process to meet those needs.
- Striving to continually be a proven leader in the government accounting industry and assisting our clients on the implementation of new, complex pronouncements and issues affecting local government, including one-on-one assistance with the understanding and implementation of these new pronouncements and issues. We will provide thorough and timely answers to any of your questions or needs.
- Customizing our audit approach to focus on those areas that represent significant risk to the Village and any of the Village's uniquely complex issues.
- Forming professional resource alliances with other businesses in the areas of human resources, tax and information technology so, if required and if permitted by current audit independence standards, we would be able to provide the Village the highest level of service.

We are very excited about the opportunity to serve the Village and are committed to providing the Village with quality service and completing all audit phases within the time period noted in the RFP. We believe we have talented people and the appropriate experience to provide you with a quality audit at a fair and competitive price. The Partners that are signing this proposal are entitled to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the Village. If you have any questions about this proposal or need to discuss these matters further, please contact us. We look forward to your reply.



Ronald J. Amen
Partner

Respectfully Submitted,
LAUTERBACH & AMEN, LLP



Jamie L. Wilkey
Partner

FEES AND BILLING

**Village of Lincolnwood
Request for Proposal
Auditing Services**

Fee Structure

<u>Description</u>	<u>Copies Needed</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>Total</u>
Comprehensive Annual Financial Report	20	\$25,400	\$26,100	\$26,800	\$78,300
Tax Increment Financing Opinion	10	\$1,200	\$1,230	\$1,260	\$3,690
Single Audit Report	15	\$3,000	\$3,100	\$3,200	\$9,300
GASB 54 Assistance		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total		<u>\$29,600</u>	<u>\$30,430</u>	<u>\$31,260</u>	<u>\$91,290</u>



Signature of Authorized Representative

Ronald J. Amen

Name of Authorized Representative

Partner

Title

May 11, 2012

Date

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Authorize the Village President to Execute the Following Agreements for a Dedicated Left Hand Turn Lane on Central at Pratt: (A) a Phase III Engineering Agreement, and (B) a Local Agency Agreement for Federal Participation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In September of 2012 staff presented a grant opportunity to the Village Board at a Committee of the Whole (COTW) meeting to apply for funding for an updated signal at Pratt and Central Avenues which would include a dedicated left hand turn lane on Central Avenue going south; turning east onto Pratt Avenue.

Due to the shared jurisdiction nature of the intersection, the Village of Lincolnwood met several times with the City of Chicago, the Village of Skokie and the Illinois Department of Transportation to discuss the project. All parties support the project and agreed to share the 20% local match for each phase.

In January of 2013 the Village was notified by the North shore Council of Mayors (NSCM) that Surface Transportation Program (STP) funding was approved for the design and construction of the dedicated left hand turn lane and new traffic signal at Pratt and Central Avenues. Phase I approval for the project was received in May 2013. On May 7, 2013 the Village Board approved agreements to authorize Phase II of design of the signal. Construction design of the project is complete and ready to be bid on the Illinois Department of Transportation's (IDOT) April 24 letting schedule. The attached construction engineering and local agency agreements authorize Phase III, or construction of the project to begin.

On March 25, 2014 the Village was notified by IDOT that they will pay 13.3% of the 20% local match required by the grant for construction and construction engineering. The remaining 6.7% will be split evenly between the City of Chicago and the Villages of Lincolnwood and Skokie. Each community will be responsible for \$16,444.33. The funding breakdown is as follows:

	Total Cost	Federal (Grant)	%	IDOT Share	%	Local Share*	%
Construction	\$675,000	\$540,000	80.0%	\$90,000	13.3%	\$45,000	6.7%
Construction Engineering	\$65,000	\$52,000	80.0%	\$8,667	13.3%	\$4,333	6.7%
Total	\$740,000	\$592,000	80.0%	\$98,667	13.3%	\$49,333	6.7%

*Split evenly between Lincolnwood, Skokie and Chicago.

FINANCIAL IMPACT: \$16,444 will be included in the FY 14/15 Motor Fuel Tax Fund.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Preliminary Engineering Agreement for Federal Participation
3. Proposed Local Agency Agreement for Federal Participation
4. Map of Project Location

RECOMMENDED MOTION:

Move to approve a Resolution approving agreements for the Pratt and Central Avenues Traffic Signal Project.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

**A RESOLUTION APPROVING PHASE III AGREEMENTS
FOR THE CONSTRUCTION OF IMPROVEMENTS
TO THE INTERSECTION OF PRATT AND CENTRAL AVENUES**

WHEREAS, the intersection of Pratt Avenue and Central Avenue (the "*Intersection*") forms the boundary between the Village on the southeast, the Village of Skokie ("*Skokie*") on the northeast, and the City of Chicago ("*Chicago*") on the west; and

WHEREAS, since 2012, the Village, Skokie, and Chicago have collaborated to secure funding for, and to complete, improvements to the Intersection; and

WHEREAS, the Village has obtained a Surface Transportation Program grant through the Illinois Department of Transportation ("*IDOT*") and the North Shore Council of Mayors to support the construction of a dedicated left turn lane and new traffic signal at the Intersection ("*Project*"); and

WHEREAS, the Phase I design and Phase II engineering services for the Project have been completed; and

WHEREAS, Gewalt Hamilton Associates, Inc. ("*GHA*") has served as the Project engineer throughout Phases I and II of the Project; and

WHEREAS, in order to commence Phase III construction of the Project, IDOT requires that the Village enter into: (i) a local agency agreement with IDOT, establishing the guidelines for the use of the grant and the respective responsibilities of the Village and IDOT for the funding and completion of the Project; and (ii) a construction engineering services agreement with GHA for the provision of construction engineering services for the Project (collectively, the "*Agreements*"); and

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

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

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

SECTION 2. APPROVAL OF AGREEMENTS. The Agreements by and between the Village and IDOT, and by and between the Village and GHA, are hereby approved in substantially the forms attached to this Resolution as **Group Exhibit A**.

SECTION 3. EXECUTION OF AGREEMENT. The Village President and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreements and all documentation related thereto.

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

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

#29092313_v1

GROUP EXHIBIT A

AGREEMENTS

Local Agency Village of Lincolnwood	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Gewalt Hamilton Associates, Inc.
County Cook				Address 850 Forest Edge Drive
Section 12-00058-00-TL				City Vernon Hills
Project No. M-4003(192)				State Illinois
Job No. C-91-310-13				Zip Code 60061
Contact Name/Phone/E-mail Address Ashley Engelman aengelman@lwd.org				Contact Name/Phone/E-mail Address Steven Berecz, 847-478-9700 sberecz@gha-engineers.com

THIS AGREEMENT is made and entered into this 17th day of April, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor In Responsible Charge	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Central Avenue Route FAU 2798 Length 0.16 m. Structure No. n/a
Termini At Pratt Avenue

Description: Installation of a traffic signal at Pratt & Central, roadway resurfacing and all associated work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

- Specific Rate (Pay per element)
- Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Village of Lincolnwood
Pratt & Central Intersection Improvements
Traffic Signal & Resurfacing Work
Construction Engineering Services Agreement for Federal Participation
Section #12-00058-00-TL
Project # M-4003(192)
Job # C-91-310-13
Cook County

Direct Cost Estimate

Estimated Expenses:

Vehicle Expense Estimated at:

2100 miles at \$0.50/mile = \$1,050.00

Direct Cost Estimate Total = \$1,050.00

Village of Lincolnwood
Pratt & Central Intersection Improvements
Traffic Signal and Resurfacing Work
Construction Engineering Services Agreement for Federal Participation
Section #12-00058-00-TL
Project # M-4003(192)
Job # C-91-310-13
Cook County

Hourly Rate Range Exhibit

<i>Classification</i>	<i>From</i>	<i>To</i>	<i>Average</i>
Principal Engineer	\$54.00	\$62.00	\$58.94
Senior Engineer	\$37.00	\$57.75	\$50.45
Sr. Environmental Consultant	\$40.00	\$40.00	\$40.00
Prof Engr – Proj Cons	\$30.00	\$43.00	\$34.75
Registered Land Surveyor	\$30.00	\$46.25	\$38.25
Staff Engineer	\$22.00	\$29.00	\$25.40
Environmental Consultant	\$23.00	\$23.00	\$23.00
Senior Eng Tech	\$25.00	\$38.50	\$29.58
Engr Tech II	\$18.00	\$27.50	\$22.17
Engr Tech I	\$14.00	\$17.00	\$15.93
Engr. Tech Interns	\$11.00	\$13.00	\$12.20
Secretary	\$22.00	\$24.50	\$23.75



Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 W. Center Court
Schaumburg, Illinois 60196

County	<u>Cook</u>
Municipality	<u>Lincolnwood</u>
Section	<u>12-00058-00-TL</u>
Route	<u>2798</u>
Contract No.	<u>61A27</u>
Job No.	<u>C-91-310-13</u>
Project	<u>M-4003(192)</u>

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date	Signature and Title (for the Local Public Agency)
------	---

David K. Marquardt
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 09-0316.

Date	Signature of Applicant	Senior Technician Job Title of Applicant
------	------------------------	---

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved _____
Date Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
 Engineer of Construction, Central Bureau of Construction
 Resident Construction Supervisor
 Local Public Agency

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

January 6, 2014

Mr. Steven Berecz
Gewalt Hamilton Associates, Inc.
850 Forest Edge Drive
Vernon Hills, IL 60061

RE: P.N. 52,117
Construction Material Engineering
Pratt Avenue and Central Avenue
Section 12-00058-00-TL
Lincolnwood, IL

Dear Mr. Berecz:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Gewalt Hamilton Associates, Inc..

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.

- **Laboratory**

- Perform laboratory compaction curve for each soil type used.
- Determine density and thickness for core samples submitted by contractor.
- Aggregate gradation and soundness analysis.
- Perform compressive and flexural strength tests for concrete cylinders and beams.
- Other tests, as required.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Seven Thousand One Hundred Eighty Three Dollars (\$7,183.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Gewalt Hamilton Associates, Inc. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2014.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Steven Berecz
Gewalt Hamilton Associates, Inc.
850 Forest Edge Drive
Vernon Hills, IL 60061
Tel: (847) 478-9700
Fax: (847) 478-9701
email: sberecz@gha-engineers.com

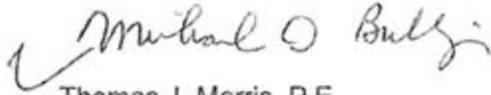
When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Gewalt Hamilton Associates, Inc.
P.N. 52,117 - January 6, 2014

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION

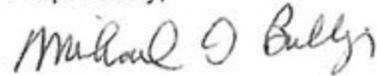


Thomas J. Morris, P.E.
President

TJM:MDB:kw

Enc: General Conditions
Project Data Sheet

Prepared By,



Michael D. Billings
Director of Business Development

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

A. Material Tester I	Per Hour:	\$ 109.50
B. Material Tester II	Per Hour:	\$ 112.50
C. IDOT QC/QA Level III BIT or PCC	Per Hour:	\$ 112.50

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday. Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

D. Transportation, Light Vehicle	Per Mile:	\$ 0.60
E. Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 35.00
F. Pickup Concrete Test Samples	Per Trip:	\$ 60.00

ITEM II LABORATORY SERVICES

A. Soils

1. Compaction Curve to establish the maximum dry unit weight and optimum water content		
a. Modified (AASHTO T180, ASTM D1557)	Each:	\$ 190.00
b. Standard(AASHTO T99, ASTM D698)	Each:	\$ 180.00
c. Add for Methods B, C, or D	Each:	\$ 15.00
2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each:	\$ 18.00
b. Unconfined Compressive Strength	Each:	\$ 12.00

B. Portland Cement Concrete/Aggregates

1. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each:	\$ 16.25
b. Spares/Handling Charge	Each:	\$ 16.25
c. Trim End of Specimen When Necessary	Each:	\$ 20.00

2. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 16.25
b. Spares/Handling Charge	Each:	\$ 15.50
c. Trim End of Specimen When Necessary	Each:	\$ 20.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 90.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 40.00
ITEM III		
<u>CONSULTATION AND REPORT PREPARATION</u>		
A. Registered Professional Engineer, Principal	Per Hour:	\$ 175.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 120.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2014.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Gewalt Hamilton Associates, Inc. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	20.0	109.50	\$ 2,190.00
2	Travel, Material Tester I	Hour	0.0	109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	350	0.60	\$ 210.00
4	Pickup Test Samples	Each	5	60.00	\$ 300.00
5	Concrete Test Cylinders (6"x 12")	Each	20	16.25	\$ 325.00
6	Concrete Test Cylinders (4"x 8")	Each	0	15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each	0	68.50	\$ 0.00
Sub-Total:					\$ 3,025.00

Estimate Basis: Five site visits to test and sample concrete placed for sidewalks (1 trip), foundations (1 trip), base course (1 trip), driveways (1 trip), and combination curb and gutter (1 trip).

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	24.0	109.50	\$ 2,628.00
2	Travel, Material Tester I	Hour	0.0	109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	350	0.60	\$ 210.00
4	Pickup Test Samples	Each	4	60.00	\$ 240.00
5	Nuclear Moisture Density Gauge	Day	0	35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each	0	185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	0	185.00	\$ 0.00
8	Density of Core Sample	Each	15	40.00	\$ 600.00
Sub-Total:					\$ 3,678.00

Estimate Basis: Four site visits to monitor the compaction of HMA mixes placed for leveling binder (1 trip), N50 binder (1 trip) and N50 surface (1 trip). One plant visit to pick up core samples for density determinations.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	4	120.00	\$ 480.00
2	QA Manager	Hour	0	100.00	\$ 0.00
Sub-Total:					\$ 480.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 7183.00

RECOMMENDED BUDGET: \$ 7183.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction or improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____
 Project Address: _____
 City / State / Zip: _____
 Project Manager: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____
 Site Contact: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Send Invoice To:

Purchase Order Number: _____
 Attention: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Important Notes:

Completed By:

Signature: _____
 Name: _____
 Date: _____

Distribute Reports as Follows:

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Village of Lincolnwood	State Contract X	Day Labor	Local Contract	RR Force Account
Section 12-00058-00-TL	Fund Type STU	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-310-13	M-4003(192)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Central Avenue Route FAU 2798 Length 0.16 mile
Termini At Pratt Avenue

Current Jurisdiction STATE Existing Structure No N/A

Project Description

Intersection improvements including traffic signal modernization, pedestrian crossing controls and widening and resurfacing to include turn lanes

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	540,000	(*)	90,000	(13.3)	45,000	(BAL)	675,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	52,000	(*)	8,667	(13.3)	4,333	(BAL)	65,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 592,000		\$ 98,667		\$ 49,333		\$ 740,000

*Maximum FHWA (STU) participation 80% not to exceed \$592,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 Traffic Signal Maintenance Provisions

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Gerald Turry

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005973 conducting business as a Governmental
Entity.

DUNS Number 085870525

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

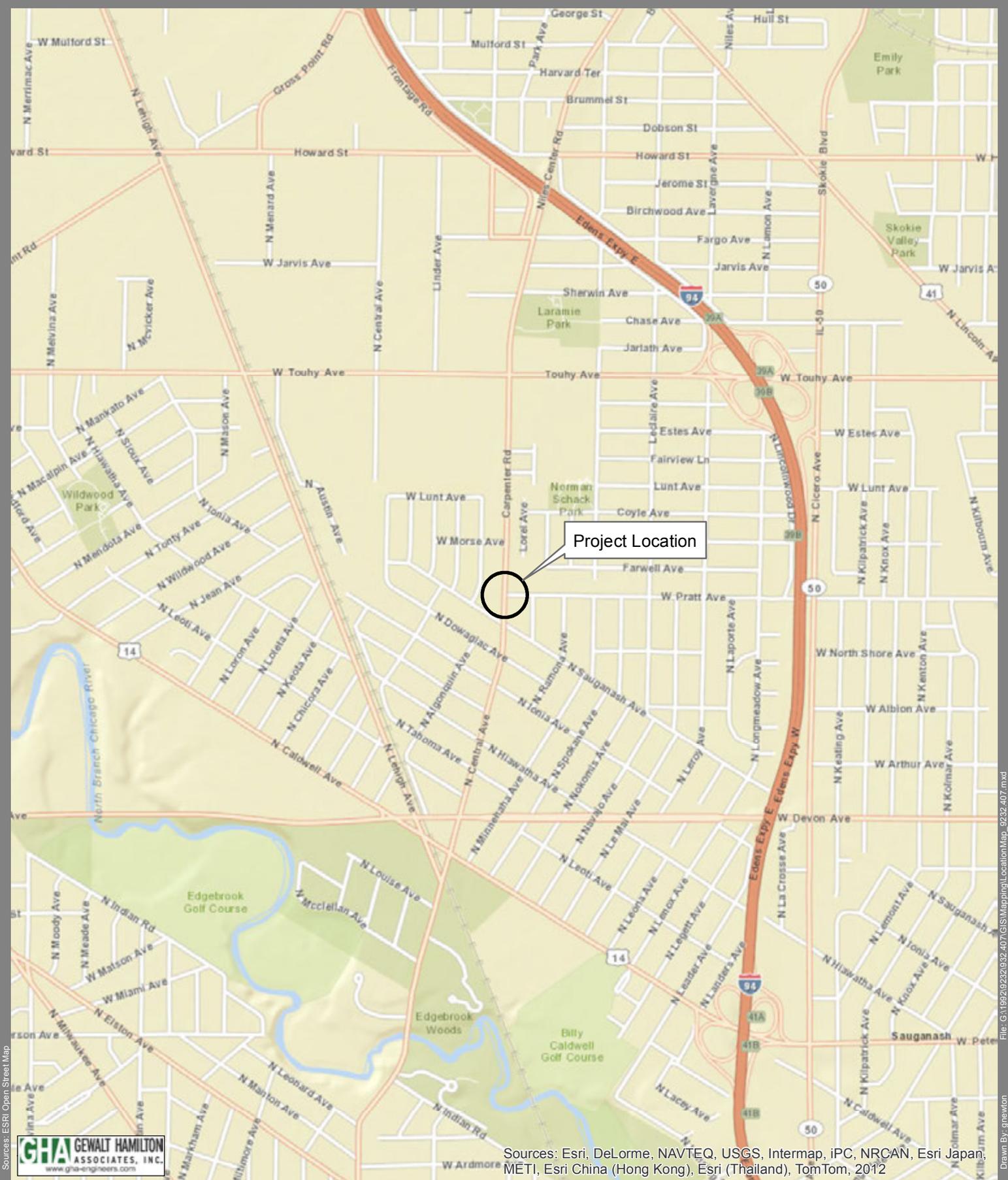
Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Project Location

Sources: ESRI Open Street Map



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

File: G:\192923292.407\GIS\Mapping\LocationMap_9232.407.mxd
Drawn By: gnewton



1 inch = 2,000 Feet

Addendum #1: Location Map

Central Ave & Pratt Ave Traffic Signal
Section No: 12-00058-00-TL
Village of Lincolnwood, IL

ADDENDUM #2

An addendum to the Local Agency Agreement
Village of Lincolnwood
FAU 2798 / Central Avenue: At Pratt Avenue
Section No.: 12-00058-00-TL
Project No.: M-4003(192)
Job No.: C-91-310-13
Cook County

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

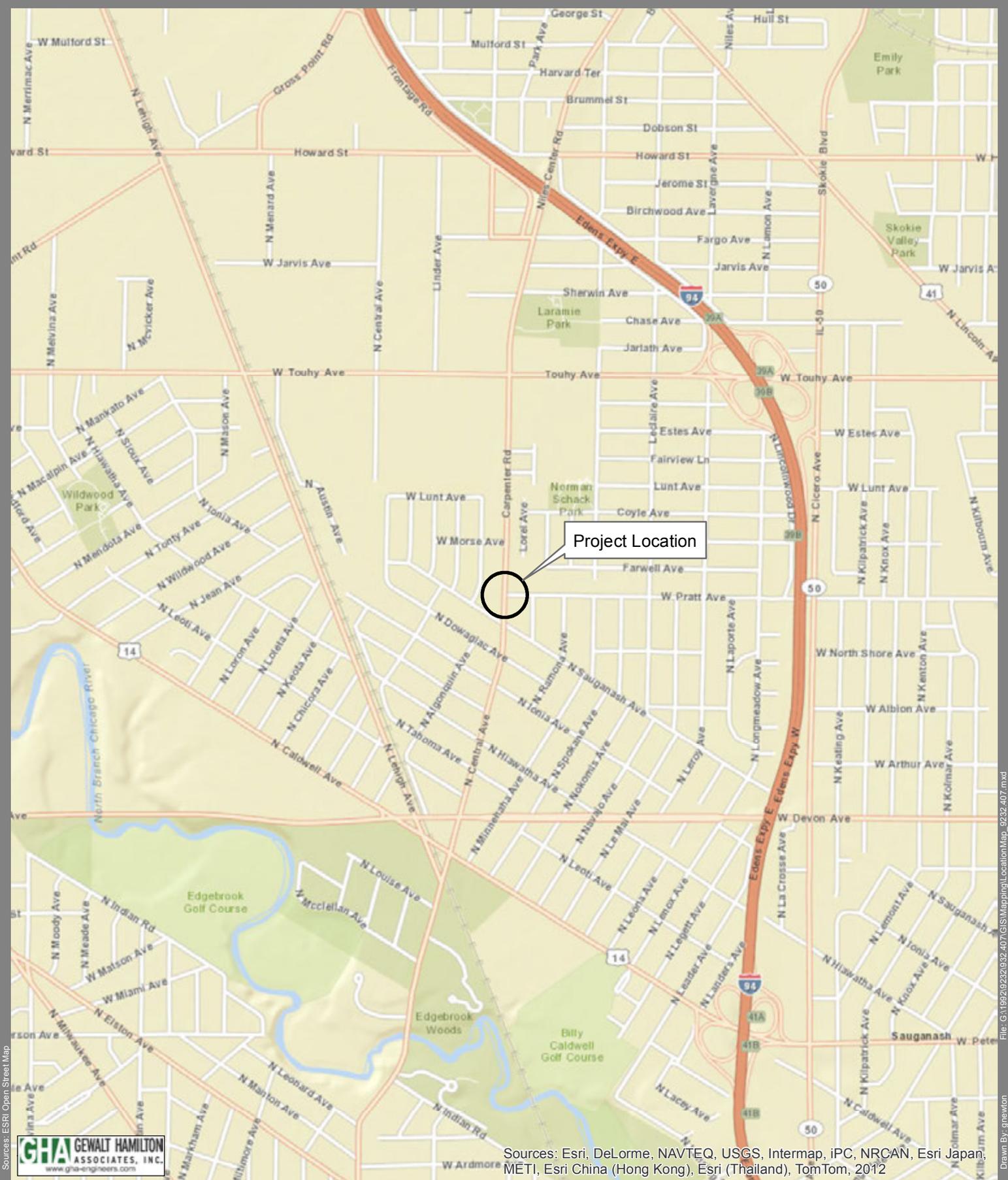
7. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.
8. Upon acceptance of the traffic signal by the STATE the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at the intersection shall be proportioned as follows:

	<u>MAINTENANCE</u>	<u>ELECTRICAL ENERGY</u>
Central/Carpenter Rd at Pratt Av	50% STATE 50% LA	50% STATE 50% LA

and remain as part of the Master Agreement executed between the LA and the STATE on July 11, 2011.

9. The actual maintenance of traffic signal at the above intersection will be performed by the STATE with its own forces or through ongoing contractual agreement.
10. The financial responsibility for the maintenance of the "Emergency Vehicle Preemption" equipment at the signalized intersection above shall be borne by the LA.
11. The STATE retains the right to control the sequence and timing of the traffic signal.
12. Payment by the STATE of any or all of its share of maintenance is contingent upon the STATE receiving adequate funds in its annual appropriation.
13. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal which requires modernization or reconstruction to said traffic signal then the LA agrees to be financially responsible for all costs to relocate or reconstruct the emergency vehicle preemption equipment, and proportionate costs of the traffic signals in conjunction with the STATE's proposed improvement.

All provisions, conditions, restrictions and requirements of this agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto.



Project Location

Sources: ESRI Open Street Map



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

File: G:\192923292.407\GIS\Mapping\LocationMap_9232.407.mxd
Drawn By: gnewton



1 inch = 2,000 Feet

Addendum #1: Location Map

Central Ave & Pratt Ave Traffic Signal
Section No: 12-0058-00-TL
Village of Lincolnwood, IL

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of an Ordinance Waiving Enforcement of Section 14-14-10 of the Municipal Code to Allow the Village's Streetlight Installation Contractor to Work between 12:00 P.M. and 3:00 P.M. on Saturdays from April 26, 2014 through July 19, 2014

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On September 3, 2013 the Village Board awarded a bid to Elmund and Nelson Company ("Elmund & Nelson") to install streetlights on Pratt Avenue from Central Avenue to Hamlin Avenue. Due to the early and long winter Elmund and Nelson Company was delayed with the start of the project. In an effort to expedite completion of the project Elmund & Nelson has requested to work on Saturdays from 7:00 a.m. to 3:00 p.m. from April 26 through July 19. The Village Code does not allow work after 12:00 p.m. on Saturdays. Elmund & Nelson has agreed to perform limited construction during the hours of 12:00 p.m. to 3:00 p.m. to minimize the impact of construction. In order to allow Elmund & Nelson to work during the prohibited hours the Village Board must waive enforcement of the Village Code. Staff is recommending approval of this request.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Letter of Request from Elmund and Nelson Company

RECOMMENDED MOTION:

Move to approve an Ordinance waiving enforcement of section 14-14-10 of the Municipal Code of Lincolnwood for completion of the Pratt Avenue streetlight improvement project.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014-____

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 14-14-10 OF THE
MUNICIPAL CODE OF LINCOLNWOOD FOR COMPLETION OF
THE PRATT AVENUE STREETLIGHT IMPROVEMENT PROJECT**

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

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

ORDINANCE NO. 2014-__

AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 14-14-10 OF THE MUNICIPAL CODE OF LINCOLNWOOD FOR COMPLETION OF THE PRATT AVENUE STREETLIGHT IMPROVEMENT PROJECT

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

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

WHEREAS, the Village has entered into a contract with Elmund and Nelson Company ("*ENC*"), dated September 3, 2013, for the replacement of streetlights on Pratt Avenue between Hamlin Avenue and Central Avenue ("*Work*"); and

WHEREAS, the unusually harsh weather during the winter of 2013-2014 has delayed the progress of the Work by ENC; and

WHEREAS, in order to expedite completion of the Work, ENC desires to perform the Work between 7:00 a.m. and 3:00 p.m. on Saturdays, beginning on April 26, 2014, and continuing through July 19, 2014; and

WHEREAS, pursuant to Section 14-14-10 of the Municipal Code of Lincolnwood ("*Village Code*"), construction is permitted on Saturdays only between the hours of 7:00 a.m. and 12:00 p.m.; and

WHEREAS, ENC has filed a request with the Village Board, seeking a waiver of enforcement of Section 14-14-10 of the Village Code to permit the performance of Work on Saturdays between 7:00 a.m. and 3:00 p.m. on Saturdays, beginning on April 26, 2014, and continuing through July 19, 2014 ("*Requested Waiver*"); and

WHEREAS, the President and Board of Trustees have considered the request of ENC and have determined that it will grant the Requested Waiver, but only in accordance with the provisions of this Ordinance;

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

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

SECTION 2. WAIVER. In accordance with the home rule powers of the Village, the Village President and Board of Trustees hereby waive the enforcement of Section 14-14-10 of the Village Code to permit ENC to perform Work on Saturdays between 7:00 a.m. and 3:00 p.m., beginning on April 26, 2014, and continuing through July 19, 2014.

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

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

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

#29074727_v1

ELMUND & NELSON CO.

ELECTRICAL CONTRACTING

1510 SHELDON DR. · ELGIN, IL 60120-8133

CERTIFIED D.B.E.

(847) 695-7000 · FAX (847) 695-7002

April 10, 2014

Village of Lincolnwood
7001 North Lawndale
Lincolnwood, IL 60712

Re: Extended Saturday hours
Pratt Ave Street lighting

Elmund & Nelson Co. would like to request the permission to work extended hours on the following Saturdays. April 26th through July 19th. During the morning hours of 7 to 12 we would be doing any type of work. Then working from 12 to 3 we request permission to work with limited equipment being used. We could do a variety of things using only pick up trucks. Pot holing utilities, Stripping forms, pulling wire, splicing, etc.....

We would try to plan things so that lane closures would be to a minimum on Saturdays afternoon. If we're allowed to work the full day we will try to accommodate any specific needs or requests as they arise.

Sincerely



Robert S. Hill

◆◆◆ Lighting the way to the 21st century ◆◆◆

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Referral to the Plan Commission for Public Hearing of a Request by Brickyard Bank for a Zoning Code Text and Map Amendment

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Zoning Code requires any proposed text amendment or proposed map amendment to be referred by the Village Board for a Public Hearing to the Plan Commission. The purpose of this step is to both inform the Village Board of a forthcoming request to change the text or map of the Zoning Code but also to allow the Village Board to voice its initial sentiments to the petitioner concerning the proposed text or map change.

Proposed Text Amendment

Brickyard Bank, which is a tenant at 6676 Lincoln Avenue, has expressed a desire to relocate its banking operations within the Village to property it owns at 6530 Lincoln Avenue. Both the Bank's existing leased location at 6676 Lincoln Avenue and the Bank's proposed location to property they own at 6530 Lincoln Avenue are located within the Business/Residential Transitional Overlay area of the Village's B1 Zoning District (see below, proposed Map Amendment discussion).

The Zoning Code no longer permits banks in any portion of the B1 Zoning District and currently restricts bank use in the Village to the Village's B2 Zoning District. Brickyard Bank is now considered a legal nonconforming use at its present location in the B1 Zoning District and the Zoning Code does not allow a legally nonconforming use to relocate.

To allow Brickyard Bank to relocate to its property at 6530 Lincoln Avenue, a Zoning Code Text Amendment would be required. To this end, staff requested that the Village Attorney craft text amendment language that would allow the Brickyard Bank to relocate to its property at 6530 Lincoln Avenue, but which would otherwise keep the text amendment narrow in scope.

To accomplish this, the Village Attorney has recommended a modification to the Zoning Code's Nonconforming Use Section that would allow a legal nonconforming bank, such as Brickyard Bank, to relocate within this Overlay area of the B1 Zoning District, subject to Special Use Approval by the Village. In addition to Brickyard Bank, Liberty Bank and Charter One Bank are two other banks currently located in the Business/Residential Transition Overlay area of the B1 Zoning District and which could conceivably also benefit from this proposed text amendment. The Business/Residential

Overlay area is that portion of the B1 Zoning District located along Lincoln Avenue, approximately between Monticello and Harding Avenues.

The text amendment, as proposed, would not allow new banks to operate in the B1 Zoning District: it would retain this prohibition. The proposed amendment would only allow existing legal nonconforming banks (and credit unions and savings and loans) which are currently located in the Business/Residential Transition Overlay area of the B1 Zoning District, to relocate within this Business/Residential Transition Overlay area of the B1 Zoning District, subject to Special Use Approval.

With the referral by the Village Board, the Public Hearing on this proposed text amendment is anticipated to be held on May 7, 2014.

Proposed Map Amendment

Typically, Zoning District lines follow streets, alleys, and property lines. The Bank property located at 6530 Lincoln Avenue is an anomaly in that the established zoning district line between the B1 Zoning District and the adjacent MB Light Manufacturing Business Zoning District bisects both the property and the existing building located on this property. Specifically, that portion of the property and building at 6530 Lincoln Avenue located closest to Lincoln Avenue is designated as B1 Zoning (within the Business/Residential Transition Overlay area) on the Village Zoning Map and the property and building portion of 6530 Lincoln Avenue located farther from Lincoln, is zoned MB on the Village Zoning Map.

Staff believes this situation is a longstanding mapping error with the belief that the entire property was intended to be included in the B1 Zoning District (and part of the Business/Residential Transitional Overlay area). Although Village records are limited on this matter, staff has found no record that would suggest that this anomaly is anything but an error. From the land survey presented by the Bank, it appears that a vacated alleyway once traversed the site prior to the existing building having been built, and this current zoning district line follows this vacated alleyway and therefore this Zoning District line anomaly appears likely to be a holdover from when this alleyway was in existence.

The proposed map amendment by Brickyard Bank is intended to simply eliminate this mapping error and to place the entire Brickyard Bank property at this location within the Business/Residential Transitional Overlay area of the B1 Zoning District.

While the Bank is requesting this Village Board referral now, it is anticipated that the Bank will bring forward this Map Amendment request to the Plan Commission after the text amendment hearing is concluded, and presuming adoption of the proposed text amendment, at the time the Bank seeks a Special Use for the Bank use of this property.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Text Amendment Application
2. Map Amendment Application
3. 6530 Lincoln Map with Zoning Districts

RECOMMENDED MOTION:

Move to refer to the Plan Commission for public hearing, the text amendment and map amendment proposed by Brickyard Bank.



PETITIONER INFORMATION

Name: Brickyard Bank
Address: 6676 N. Lincoln Ave, Lincolnwood
Telephone: (847) 679-2265 Fax: (847) 679-9077 E-mail Address: msallis@brickyardbank.net

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: Brickyard Bank
Address: 6676 N. Lincoln Ave
City, State: Lincolnwood, IL 60712

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

Mimi Sallis 4/7/14
Signature President Date

Mimi Sallis
Print Name

PETITIONER (If different than property owner)

Signature Date

Print Name

REQUIRED ATTACHMENTS *

Check all documents that are attached:

Proposed Text Amendment
Language



**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:

TEXT AMENDMENT STANDARDS

To be approved, the requested text amendment must meet certain specific standards. These standards are listed below. After each listed standard, explain how the text amendment the listed standard. Use additional paper if necessary.

1. **Nature of Request:** Explain below why you are seeking a text amendment to the zoning code. What is it that you would like to do that requires a change in the text of the zoning code?

Brickyard Bank is requesting to relocate the bank's main office from leased space at 6676 N. Lincoln Ave to Bank owned property at 6530 N. Lincoln Ave.

2. What zoning district(s) would be affected by the proposed text amendment? Categorize the type of properties or area of the Village that likely would be affected by the proposed change?

Zoning to be affected is the Business/
Residential Transition Area of the BI
Traditional Business Zoning District.

3. Cite the specific section(s) of the code proposed to be amended.

Article IX Section 9.02

4. Provide the proposed text amendment. Provide below or attach the exact section code language, as it is currently written, then use strikeouts for proposed deletion of existing language and insert/add the proposed new language using highlighting (bolding) so that the language is shown exactly as you propose (with all deletions and additions indicated).

See attached - proposed text
amendment

5. Indicate why you believe this text change is needed and why it would benefit the Village.

The text amendment will allow
Brickyard Bank to relocate its main
office and allow a long standing
business to remain in Lincolnwood.

Proposed Text Amendment

to Article IX NonConforming Building, Structures, and Uses

Part B Nonconforming Uses

Proposed text amendment is to add a new section (4) as indicated below to 9.02 Continuance of nonconforming use

- (4) Notwithstanding any provision of this Chapter to the contrary, a legal nonconforming use may relocate to a new location within the Village, and continue operations at that new location as a legal nonconforming use subject to the limitations and standards provided in this Article IX, which new location may be of a greater square footage than the existing location, but only upon issuance of a special use permit therefor in accordance with Section 5.17 of this Zoning Ordinance, and only if:
 - a. The use is a bank, credit union, or savings and loan;
 - b. As of January 1, 2014, the use was located within the Business/Residential Transition Area of the B1 Traditional Business Zoning District;
 - c. The new location is also within the Business/Residential Transition Area of the B1 Traditional Business Zoning District;
and
 - d. The bank, credit union, or savings and loan (as the case may be) must have been under continuous ownership by the same entity for at least six months prior to the relocation, and must remain under continuous ownership by such entity for at least six months after the relocation.



SUBJECT PROPERTY

List all property addresses subject to the requested map amendment and attach a map identifying the extent of the subject property

Property Address(es): 6530 N. Lincoln Ave, Lincolnwood

Permanent Real Estate Index Number(s): 10-35-326-001-0000 10-35-326-003-0000
10-35-326-004-0000

Current Zoning District B1/MB Proposed Zoning District B1

Lot Area: 44,863 sq.ft or 1.03 acres

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

If yes, describe: Property is located on two different zoning districts.

PETITIONER INFORMATION

Name: Brickyard Bank

Address: 6676 N. Lincoln Ave, Lincolnwood

Telephone: (847) 679-2265 Fax: (847) 679-9077 E-mail Address: msallis@brickyardbank.net

Property Owner(s) (if different from petitioner:

Name: (List all beneficiaries if Trust): _____

Address: _____

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

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: Brickyard Bank
Address: 6676 N. Lincoln Ave
City, State: Lincolnwood IL 60712

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)

Mimi Sallis 4/2/14
Signature *President* Date

Signature Date

Mimi Sallis
Print Name

Print Name

REQUIRED ATTACHMENTS *

Check all documents that are attached:

- Plat of Survey
- Proof of Ownership
- Photos of the property
- PDF files of all documents

**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:

MAP AMENDMENT STANDARDS

To be approved, the requested map amendment must meet certain specific standards. These standards are listed below. After each listed standard, explain how the map amendment the listed standard. Use additional paper if necessary.

- a. **Nature of Request:** Explain below why you are seeking a map amendment to the zoning map. What is it that you would like to do that requires a change in the zoning of the subject property?

The property is located within two zoning districts. It is considered best practice to establish a single zoning for the property.

- b. What existing uses and structures are located on the subject property? How does the proposed map amendment impact the conforming status of the existing uses and structures?

Located on the subject property is a vacant building and off street parking. There are no existing uses as building is currently vacant. A portion of the property is already located in the B1 zoning district. Consistent zoning will improve the conforming status of the existing use.

- c. Identify the zoning of the surrounding properties. Identify how the proposed map amendment is consistent with the surrounding zoning and the Comprehensive Plan.

Surrounding properties are located in the B1 district. Properties south of the subject property are located in MB. This map amendment is consistent with keeping Lincoln Ave in the B1 zoning district and consistent with the Comprehensive Plan.

d. Indicate why you believe this zoning change is needed and why it would benefit the Village.

This map amendment will bring the property within a single zoning district.

WARRANTY DEED
(ILLINOIS)

AFTER RECORDING, MAIL TO:

Michael Z. Margolies, Esq.
4709 W. Golf Road, Suite 475
Skokie, Illinois 60076

NAME AND ADDRESS OF PREPARER:

Kathryn Kovitz Arnold, Esq.
Shefsky & Froelich Ltd.
111 East Wacker Drive
Suite 2800
Chicago, Illinois 60601



RECORDER'S STAMP

GROSSINGER MOTORCORP, INC., a Delaware corporation d/b/a Grossinger Properties, Inc. (hereinafter referred to as "Grantor"), whose mailing address is 7225 North Cicero Avenue, Lincolnwood, Illinois 60712, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by BRICKYARD BANK, an Illinois banking corporation (hereinafter referred to as "Grantee"), whose mailing address is 6676 N. Lincoln Avenue, Lincolnwood, Illinois 60712, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors, and assigns forever, that certain tract of real property located in Cook County, Illinois and more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes, together with any and all rights appertaining thereto, and any and all of the improvements located thereon (said real property together with any and all of the related improvements, rights, and appurtenances belonging or appertaining thereto, and any and all of the improvements located thereon, being collectively referred to as the "Property").

P.I.N.: 10-35-326-001-0000
10-35-326-002-0000
10-35-326-004-0000

Property Address: 6530 N. Lincoln Avenue, Lincolnwood, Illinois 60712

TO HAVE AND TO HOLD said real estate forever.

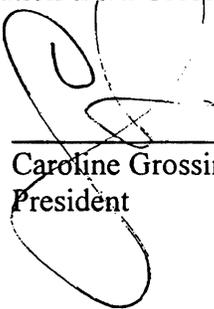
SUBJECT TO: covenants, conditions and restrictions of record, private, public and utility easements and roads and highways, if any, special taxes or assessments for improvements not yet completed, general taxes for the year 2006 and subsequent years including taxes which may accrue by reason of new of additional improvements during the year 2004 and as set forth on Exhibit "B" attached hereto.

Handwritten notes on the left margin: a circled '1', 'cur', '2/15/06', '8 28 7 8', and a signature.

Handwritten notes on the left margin: '11-7'.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Warranty Deed on this 1st day of August, 2006.

GROSSINGER MOTORCORP, INC., a Delaware corporation d/b/a Grossinger Properties, Inc.

By: 

Caroline Grossinger
President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, The Undersigned, a notary public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY that Caroline Grossinger, President of GROSSINGER MOTORCORP, INC., a Delaware corporation d/b/a Grossinger Properties, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, and the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of August, 2006.



NOTARY PUBLIC

1009276_1

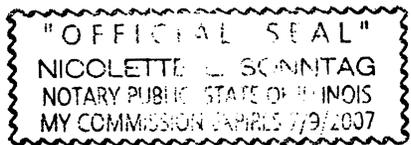


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 14, 15 AND 17 IN THE JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEASTERLY ½ OF THE NORTHWESTERLY AND SOUTHEASTERLY VACATED ALLEY LYING SOUTHWESTERLY OF LOT 17 AND SOUTHEASTERLY OF THE WEST LINE OF LOT 16 EXTENDED NORTHEASTERLY OF THE SOUTH LINE OF LOT 17, AS VACATED BY ORDINANCE RECORDED JUNE 20, 1969 AS DOCUMENT 20877575 IN JOHN PROESEL ESTATE PARTITION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEASTERLY ½ OF THE NORTHWESTERLY AND SOUTHEASTERLY VACATED ALLEY LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 17 AND NORTHWESTERLY OF THE WEST LINE OF LOT 16 EXTENDED NORTHEASTERLY TO THE SOUTHWESTERLY LINE OF LOT 17 AND

THAT PART OF THE SOUTHWESTERLY ½ OF THE NORTHWESTERLY AND SOUTHEASTERLY ALLEY LYING NORTH OF AND ADJOINING THE NORTHEASTERLY LINE OF LOT 15 AND

THAT PART OF THE NORTHWESTERLY ½ OF THE NORTHEASTERLY AND SOUTHWESTERLY VACATED ALLEY LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOTS 14 AND 15 AND SOUTHEASTERLY OF THE SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOT 15 EXTENDED NORTH, 8 FEET MORE OR LESS; AS VACATED BY ORDINANCE RECORDED APRIL 17, 1986 AS DOCUMENT 86150367, ALL IN JOHN PROESEL ESTATE PARTITION AFORESAID, IN COOK COUNTY, ILLINOIS.

P.I.N. NO.: 10-35-326-001-0000
 10-35-326-002-0000
 10-35-326-004-0000

Property Address: 6530 N. Lincoln Avenue, Lincolnwood, Illinois 60712

EXHIBIT "B"

PERMITTED EXCEPTIONS TO TITLE

1. THE LIEN OF GENERAL TAXES NOT YET DUE AND PAYABLE.
2. RIGHTS OF THE PUBLIC AND OF THE VILLAGE OF LINCOLNWOOD IN AN TO THE NORTHEASTERLY 17 FEET OF THE LAND CONDEMNED FOR LINCOLN AVENUE ON A PETITION OF THE VILLAGE OF LINCOLNWOOD FILED AUGUST 19, 1931 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS AS CASE NO. 65610.
3. RIGHTS OF THE MUNICIPALITY, STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO SAID VACATED ALLEY
4. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED ALLEY FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC.

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

VILLAGE OF LINCOLNWOOD
CERTIFICATE OF PAYMENT
OF WATER SERVICE CHARGES AND OTHER MONETARY CHARGES
OWED THE VILLAGE

The undersigned, Director of Finance for the Village of Lincolnwood, Cook County, Illinois, certifies that the water service charges, plus penalties for delinquent payments, if any, and other monetary charges owed the Village by the property owner for the following described property have been paid in full as of the date of issuance set forth below.

Title Holder's Name: Grossinger Properties

Mailing Address: 6530 N. Lincoln
Lincolnwood, Illinois 60712

Telephone No.: _____

Attorney or Agent: Shelsky & Froelich

Telephone No.: 312-527-4000

Property Address: 6530 N. Lincoln
Lincolnwood, Illinois 60712

Property Index Number (PIN): 10-35-326-001-0000/10-35-326-002-000/10-35-326-004-000.

Water Account Number: 101063-000

Date of Issuance: October 31, 2006

State of Illinois)
County of Cook)

VILLAGE OF LINCOLNWOOD

This instrument was acknowledged before me
on 10-31, 2006, by Karen Orlich

By: Ronald M. Pfeiffer
RONALD M. PFEIFFER,
Director of Finance

Karen Orlich
(Signature of Notary Public)



THIS CERTIFICATE IS GOOD FOR ONLY 20 DAYS AFTER THE DATE OF ISSUANCE.

CERTIFIED SURVEY, INC.

Phone: 847-823-9500 315 S. Northwest Highway, Suite 50, Park Ridge, IL 60068 Fax: 847-823-9502

ALTA/ACSM LAND TITLE SURVEY

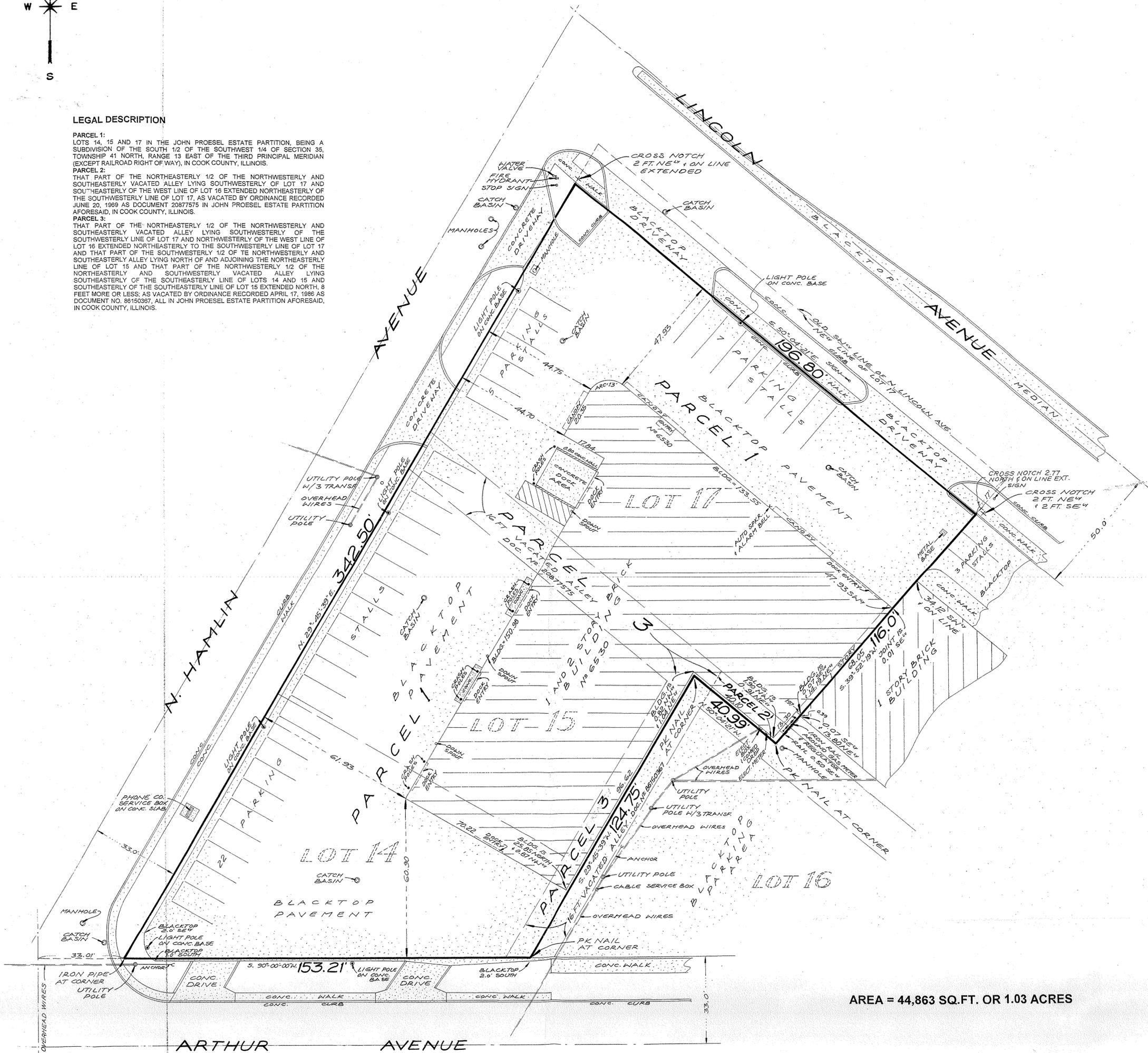


LEGAL DESCRIPTION

PARCEL 1:
LOTS 14, 15 AND 17 IN THE JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE NORTHEASTERLY 1/2 OF THE NORTHWESTERLY AND SOUTHEASTERLY VACATED ALLEY LYING SOUTHWESTERLY OF LOT 17 AND SOUTHEASTERLY OF THE WEST LINE OF LOT 16 EXTENDED NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 17, AS VACATED BY ORDINANCE RECORDED JUNE 20, 1999 AS DOCUMENT 20877575 IN JOHN PROESEL ESTATE PARTITION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
THAT PART OF THE NORTHEASTERLY 1/2 OF THE NORTHWESTERLY AND SOUTHEASTERLY VACATED ALLEY LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 17 AND NORTHWESTERLY OF THE WEST LINE OF LOT 16 EXTENDED NORTHEASTERLY TO THE SOUTHWESTERLY LINE OF LOT 17 AND THAT PART OF THE SOUTHWESTERLY 1/2 OF THE NORTHWESTERLY AND SOUTHEASTERLY ALLEY LYING NORTH OF AND ADJOINING THE NORTHEASTERLY LINE OF LOT 15 AND THAT PART OF THE NORTHWESTERLY 1/2 OF THE NORTHEASTERLY AND SOUTHWESTERLY VACATED ALLEY LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOTS 14 AND 15 AND SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOT 15 EXTENDED NORTH, 8 FEET MORE OR LESS, AS VACATED BY ORDINANCE RECORDED APRIL 17, 1999 AS DOCUMENT NO. 36160397, ALL IN JOHN PROESEL ESTATE PARTITION AFORESAID, IN COOK COUNTY, ILLINOIS.



AREA = 44,863 SQ.FT. OR 1.03 ACRES

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER NO. **831196-B**

SCALE: 0" = 15' = 30' FEET

DATE: SEPTEMBER 29, 2005

ORDERED BY: SHEFSKY & FROELICH

DECIMALS OF A FOOT AND THEIR EQUIVALENT FRACTIONS AND FRACTIONS THEREOF:

01 = 1/8"	07 = 7/8"	50 = 5'
02 = 1/4"	08 = 1"	58 = 7'
03 = 3/8"	17 = 2"	67 = 8'
04 = 1/2"	25 = 3"	75 = 9'
05 = 5/8"	33 = 4"	83 = 10'
06 = 3/4"	42 = 5"	92 = 11'
		100 = 12'

THE PROPERTY SHOWN HEREON IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 17031C0401 F EFFECTIVE DATE NOVEMBER 6, 2000.

STATE OF ILLINOIS
COUNTY OF COOK) SS

TO: BRICKYARD BANK, CHICAGO TITLE INSURANCE COMPANY; GROSSINGER PROPERTIES, INC; THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED BY ALTA, ACSM AND NSPS IN 1999 AND INCLUDES ITEMS 1, 3, 4, 7a, 8, 9, 10, 11a OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, ACSM AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS, WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

DATE: SEPTEMBER 29, 2005

PROFESSIONAL LAND SURVEYOR NO. 3408
LICENSE EXPIRES NOVEMBER 30, 2006



AVAILABLE
BUILDING FOR LEASE
15,400 sq ft
David Johnson - Special Agent
(313) 423-9000
Smith Inc.
T. 21



AVAILABLE FOR LEASE
15,400 sq ft
David Anthony - Executive Search Inc.
313-423-9000



AVAILABLE
BUILDING FOR LEASE
15,400 sq ft
David Johnson - Special Sales Inc.
(313) 425-0800

Map of Zoning Districts

6530 Lincoln Avenue



Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Community Development

SUBJECT: 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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This matter was first presented to the Village Board on March 18, 2014. At this meeting, no action by the Village Board occurred. At the request of a Village Board member, this item has been placed on the April 17, 2014 agenda for further Village Board consideration. The Village Attorney stated that since no action was taken by the Village Board at the March 18, 2014 meeting, the recommendation by the Zoning Board of Appeals will be considered denied by the Village Board if no further action is taken within 45 days from March 18, 2014. The information below was provided to the Village Board for its March 18, 2014 meeting.

Last year, Airoom applied to the Village to create parkway parking along Keystone Avenue in an area adjacent to their property at 6825 North Lincoln Avenue. During deliberations of this matter by the Traffic Commission, it was found that conditions contained in Ordinance 95-2199, which approved certain zoning variations related to the construction of the Airoom building at this location, contained conditions which prohibit "parking along the Keystone side of the building on the subject property or in the Village right-of-way". The pertinent sections of Ordinance 95-2199 are Section 2.B. & 2.C. (see attached).

The discovery of the 1995 prohibitions were discussed with the Village Board at its November 5, 2013 COTW meeting. In response to this discussion, in an effort to allow for consideration of its parkway parking request, Airoom subsequently applied for a hearing before the Zoning Board of Appeals (ZBA) requesting that these 1995 conditions be removed.

ZBA Consideration

On February 19, 2014 the ZBA held a Public Hearing on this matter. It was noted at this hearing that the request before the Zoning Board, if granted by the Village Board, would not approve any parking. It was further noted that in 1995, at the time the subject conditions were imposed, the Village did not have certain codes in place concerning landscape requirements and the use of parkways for parking, nor did it have a Traffic Commission whose purview is to review all requests for use of parkways for parking.

During the hearing, the ZBA noted receipt of an objection letter from the owner of 6826 Keystone Avenue (see attached) and took further oral testimony from six residents present at the hearing. Except for testimony from the applicant and staff comments, all testimony provided at the Public Hearing was against the request to remove the subject conditions contained in the 1995 Ordinance.

In remarks by Acting Chair Theisen, he noted that the matter before the ZBA was essentially a procedural one, and that if approved as requested by the petitioner, the removal of the 1995 conditions related to parking would simply allow the Village Board's current consideration process for parkway parking to proceed, a process which was not established in 1995 at the time the subject conditions were imposed.

At the completion of receiving public comment and Commissioner comments, Commissioner O'Brien made a motion, and Seconded by Commissioner Theisen, to recommend approval of the elimination of the pertinent 1995 conditions which prohibit parking east of the building or within the Keystone Avenue right-of-way. Motion approved 3-1 (Commissioner Ikezoe-Halevi opposing).

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. ZBA Minutes (Draft) February 19, 2014
2. Staff Report to ZBA
3. Airoom Public Hearing Application
4. Photographs: Existing Keystone Parking Conditions
5. May 25, 1995 PC/ZBA Report
6. Village Board Minutes June 1, 1995
7. Ordinance 95-2199
8. Letter of Objection Received by ZBA

RECOMMENDED MOTION:

Move to concur with the recommendation of the Zoning Board of Appeals and direct the Village Attorney to prepare for adoption an Ordinance which removes the 1995 conditions concerning parking on the subject property or in the adjacent right-of-way of Keystone Avenue.



DRAFT

**MEETING MINUTES OF THE
ZONING BOARD OF APPEALS
FEBRUARY 19, 2014 – 7:00 P.M.**

**LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60712**

MEMBERS PRESENT:

Acting-Chairman Herbert Theisen
Kathy O'Brien
Paul Grant
Jean Ikezoe-Halevi

MEMBERS ABSENT:

Paul Gordon
Christopher Nickel

STAFF PRESENT:

Timothy M. Clarke, AICP, Community Development Director

I. CALL TO ORDER

Acting-Chairman Theisen noted a quorum of four members and called the meeting to order.

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

Motion to approve the December 18, 2013 Zoning Board of Appeals minutes was made by Commissioner O'Brien and seconded by Commissioner Grant.

Aye: O'Brien, Grant, Ikezoe-Halevi, and Theisen

Nay: None

Motion Approved 4-0.

**IV. PUBLIC HEARING: 6825 North Lincoln Avenue – Amendment to an Ordinance
Granting a Variation**

Acting-Chairman Theisen began the hearing with background and legislative history on the subject matter. Acting-Chairman Theisen explained several procedural changes in the Village relative to these types of requests. Acting-Chairman Theisen stated that as a member of the then Plan Commission/Zoning Board of Appeals (PC/ZBA) it was his belief that the condition was specific to the request that was before them at that time. Acting-Chairman Theisen indicated that he didn't believe the intention was a permanent prohibition of parking along Keystone Avenue.

Mr. Clarke presented additional information and legislative history on the matter including discussions in 1995 by the PC/ZBA. Mr. Clarke presented the ZBA with Exhibit K which was a parking plan submitted as part of requests for variations in 1995. Mr. Clarke explained that this plan was rejected by the PC/ZBA. Mr. Clarke identified the specific conditions from the adopted 1995 Ordinance that is the subject of the current request. Mr. Clarke stated that the removal of the condition does not approve any parking but rather the applicant in the future would need to appear before the ZBA for specific variations.

Acting-Chairman Theisen asked if anyone in the audience would like to speak.

Georgia Talaganis 3955 West Estes Avenue, stated that she represents herself and the Friends of the Library. Ms. Talaganis asked Commissioner O'Brien should recuse herself because of relationships with Airoom. Commissioner O'Brien indicated that she no longer has a relationship with Airoom and accordingly does not intend to recuse herself from the discussion. Ms. Talaganis stated that the plan does not address the parking needs and demands. Ms. Talaganis stated that this issue has been discussed in various forms for at least 10 years. Ms. Talaganis voiced her opposition to the proposal. Ms. Talaganis stated that Airoom seeks relief from the Village to address their parking issues rather than pursuing options such as the Library did by purchasing at fair market adjoining properties.

Joseph Noferi, 6924 North Keystone Avenue stated that he disagrees with Acting-Chairman's recollection of the intention of the condition. Mr. Noferi expressed frustration with the number of times the residents opposed to these plans have to come to Village Hall to voice their opposition. Mr. Noferi stated that this needs to be addressed and bring the matter to an end. Acting-Chairman Theisen clarified his statement that not all zoning regulations/restrictions will remain forever.

Ms. Smret Smith, 6826 North Keystone Avenue, referenced the letter submitted to staff objecting to the request. Ms. Smith reiterated the objection and stated that the residents deserve a quiet enjoyment of their property just the same as other residents who may live away from the commercial district. Ms. Smith stated that Airoom employees should not be allowed to park on the street. Mr. Clarke advised that the referenced letter was distributed in the packet to the ZBA members.

Bud Sajic 6925 North Karlov Avenue, agreed with all the previous testimony.

Angie Kotsinonos, 6905 North Karlov Avenue, agreed with previous testimony and reiterated the number of meetings that have been held over the past 10 years on this matter. Ms. Kotsinonos stated that it is disappointing how many times the matter is discussed and agrees that a final decision must be made. Ms. Kotsinonos stated that she questions if Commissioner O'Brien can make an unbiased decision. Ms. Kotsinonos indicated that the removal of the condition is part of a process of stripping away the obstacles protecting the residents. Ms. Kotsinonos stated that by attending numerous meetings she does not believe that the Village has the interests of the residents as a priority. Ms. Kotsinonos provided examples of parking issues associated with Airoom without enforcement.

Henry Kruzel, 6836 North Keystone Avenue, stated that Airoom is trying to solve their problems at the expense of the residents. Mr. Kruzel stated that Airoom infringes on their rights to park in front of their home. Mr. Kruzel stated that he envisions the use of their private parking spaces with bumper-to-bumper parking of the Airoom fleet. Mr. Kruzel stated that Airoom has parking issues but that is not his

problem and that Airoom should explore other ways to solve their problems. Mr. Kruzel identified parking violations associated with Airoom. Mr. Kruzel referred to prior testimony by Mr. Klein that there are approximately 45 employees but that he is misleading the Village as he believes there are closer to 160 employees. Mr. Kruzel stated that Mr. Klein doesn't care about his neighbors.

Ms. O'Brien asked if the petitioner wished to address the ZBA. Mr. Klein indicated that the matter has been summarized fairly by staff including their recommendation.

Commissioner O'Brien asked if there were parking requirements in place when the ordinance including the condition was adopted. Mr. Clarke indicated that there were parking standards in place in 1995 but they were not seeking relief from the minimum off-street parking. Mr. Clarke indicated that since 1995 the Village has enhanced and adopted landscape standards since 1995.

Ms. Talaganis indicated that in 1981 and 1988 Airoom asked for parking variations.

Acting-Chairman Theisen summarized the request and asked for a motion.

Commissioner Grant stated that he is not certain he has heard reasons as to why the Village should remove the condition. Commissioner Grant indicated that he is aware of the parking issues that face Airoom but he doesn't believe obtaining parking in the parkway solves any problems. Commissioner O'Brien stated that they are not voting to add parking only to potentially remove a condition prohibiting parking. Acting-Chairman Theisen agreed and clarified the process. Commissioner O'Brien summarized the request as she understood, the ZBA is asked to remove a condition so Airoom could apply for a consideration that every other business in Lincolnwood can apply for. Commissioner Grant stated that he does not see a reason to remove those restrictions.

Mr. Clarke reviewed the matter and the request for the benefit of the ZBA and the members of the audience. Mr. Clarke reiterated that the removal of the conditions of the 1995 Ordinance does not authorize parkway parking but would allow for the process to consider such parking to move forward by the Traffic Commission and then to the Village Board.

Ms. Kotsinonos stated that if the Village wishes to stop the discussion then the condition should not be removed. Ms. Kotsinonos indicated that to her, removing the condition is sending a recommendation that parking should be approved.

Mr. Klein indicated that his goal is to try to work with the Village to solve a parking problem at a successful center. Mr. Klein indicated that he is not asking for the ZBA to approve any parking plan but rather to clear up a procedural matter. Mr. Klein added that the Village's attorney has recommended this process to clear up the ambiguity of the condition. Mr. Klein stated that he recalls the intent of the condition was to prohibit Exhibit K as previously shown but not to prohibit all future possible parking.

Ms. Talaganis referred to prior ordinances granting parking variations and wondered by these were not referenced at the meeting. Ms. Talaganis stated that Airoom has outgrown their property.

A Motion to recommend approve a request by Airoom to eliminate certain conditions contained in Ordinance 95-2199 which prohibits parking along Keystone Avenue side of Airoom building at 6825

North Lincoln Avenue or in the adjacent Keystone Avenue right-of-way was made by Commissioner O'Brien and seconded by Commissioner Theisen.

Aye: O'Brien, Grant, and Theisen

Nay: Ikezoe-Halevi

Motion Approved 3-1.

V. Approval of 2014 Zoning Board of Appeals Biennial Report

Mr. Clarke introduced the matter and asked the ZBA members if there are any open questions to ask of the Village Board. The ZBA did not raise any questions.

Motion to approve the Biennial Report as presented by Commissioner O'Brien Fishman and seconded by Commissioner Theisen.

Aye: O'Brien, Grant, Ikezoe-Halevi, and Theisen

Nay: None

Motion Approved 4-0.

V. NEXT MEETING

Mr. Clarke stated that it does not appear that the ZBA will have their regular meeting of March 19, 2014.

VI. ADJOURNMENT:

Hearing no further business, Motion to adjourn made by Commissioner O'Brien and seconded by Commissioner Grant.

Aye: O'Brien, Grant, Ikezoe-Halevi, and Theisen

Nay: None

Motion Approved 4-0.

Respectfully submitted,

Aaron N. Cook, AICP
Development Manager



Staff Report

Zoning Board of Appeals

February 19, 2014

Subject Property:
6825 North Lincoln Avenue

Zoning District: B1 Traditional
Business/Mixed Use Hub

Petitioner: Mike Klein, Airoom, LLC.
- Property Owner

Nature of Request: The property owner seeks elimination of conditions established in Section 2 of Ordinance No. 95-2199, concerning requirements which prohibit the establishment of parking along the Keystone Avenue side of the building on the subject property or in the adjacent Keystone Avenue Right-Of-Way



Requested Action: Review of conditions established in Ordinance No. 95-2199 which granted variations for the construction of a building addition at 6825 North Lincoln Avenue (Airoom, Inc.). Specifically, the Zoning Board of Appeals is requested to consider Section 2 of said Ordinance concerning conditions which prohibit the establishment of parking along the Keystone Avenue side of the building on the subject property or in the adjacent Keystone Avenue Right-Of-Way.

Notification: Notice of this Public Hearing was published in the Lincolnwood Review on January 30, 2014 and mailed on January 29, 2014 to properties within 250 feet of the subject property. A Public Hearing sign was also installed on the subject property.

Summary of Request

Last year, Airoom applied to the Village to create parkway parking along Keystone Avenue, in an area adjacent to their property at 6825 North Lincoln Avenue. Consideration of parkway parking in a public right-of-way is the purview of the Traffic Commission which held a meeting on this request. During the Traffic Commission's deliberation of this matter, it was found that an Ordinance adopted in 1995, which authorized certain zoning variations related to the construction of a building addition at 6825 Lincoln Avenue, contained conditions which

prohibit “parking along the Keystone side of the building on the subject property or in the Village right-of-way”. The pertinent sections of Ordinance 95-2199 are Section 2 B & C (see attached).

At the conclusion of its deliberations, the Traffic Commission recommended denial of the requested parkway parking, but advised the Village Board that a fact that influenced some members of the Traffic Commission was the discovery of the 1995 conditions that prohibit parking in the Keystone right-of-way. As noted in their report to the Village Board, some members of the Traffic Commission believed this ordinance prevented them from making a recommendation on the matter. In considering this matter, the Village Board recommended that the applicant seek removal of these conditions, which procedurally requires a hearing before the Zoning Board of Appeals. The recommendation of the Traffic Commission is still pending before the Village Board, awaiting the recommendation of the Zoning Board of Appeals.

The matter now before the Zoning Board of Appeals is not the approval of any parking, whether in the public right-of-way or on private property. What is before the Zoning Board of Appeals is a request to remove the specific conditions of this 1995 Ordinance which prohibits Keystone Avenue parking. Removal of these conditions does not approve any parking. It simply only allows the Village Board to consider parkway parking in this area, a matter now before the Village Board.

Staff Analysis

In 1995, the Village had no Traffic Commission. Nor did it have specific landscape standards for private parking areas or specific requirements for parkways. As still evident in many portions of the community, during the last century, many property owners simply were allowed to pave over the parkway for parking use or for access to parking spaces.

In the referenced 1995 variation case which focused on a building height variation and a front yard setback variation, a specific parking plan that utilized both public and private property along Keystone Avenue was also put forth by the applicant. This specific parking plan for this area along Keystone Avenue was rejected as inappropriate which led to the specific Ordinance conditions which prohibit *any* parking along Keystone Avenue.

Since 1995, the Village has established the Traffic Commission, enacted both landscape requirements for private parking areas, as well as established parkway landscape requirements. The Village has also established specific standards for parkway parking and a specific process by which the Village Board may, upon specific deliberation, authorize parkway parking in certain locations.

Unlike 1995, today there is now an established process by which property owners may seek installation of parkway parking which requires specific authorization by the Village Board. The request before the Zoning Board of Appeals is to remove those conditions enacted in 1995 that prevent the Village Board from considering a specific request now before them.

Staff does not believe that the intention of the 1995 zoning action establishing a prohibition on parking was intended to forever restrict or prohibit the Village Board from taking future action. As such, staff believes it is appropriate for the Zoning Board of Appeals to recommend

elimination of the relevant conditions so that the Village's current consideration process for parkway parking may proceed.

Documents Attached

1. Ordinance 95-2199
2. May 25, 1995 Report of the Plan Commission Zoning Board of Appeals
3. Letter of Objection from the owner of 6826 Keystone Avenue



VILLAGE OF LINCOLNWOOD
Community Development Department

Public Hearing Application
Variations

SUBJECT PROPERTY

Property Address: 6825 N. LINCOLN AVE.

Permanent Real Estate Index Number(s): 10-34-229-016-0000

Zoning District B1 Lot Area: _____

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

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

If yes, describe: _____

REQUESTED ACTION

- | | |
|---|--|
| <input type="checkbox"/> Variation - Residential | <input type="checkbox"/> Variation - Signs/Special Signs |
| <input type="checkbox"/> Variation - Non-Residential | <input type="checkbox"/> Minor Variation |
| <input type="checkbox"/> Variation - Off-Street Parking | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Variation - Design Standards | |

PROJECT DESCRIPTION

Describe the Request and Project: TO REMOVE THE CONDITION OF ORDINANCE 95-2199 WHICH PROHIBITS PARKWAY PARKING ON KEYSTONE AVE. IT IS OUR BELIEF THE ORDINANCE WAS PUT IN PLACE FOR PARKING AND AN ADDITION PROPOSED AT THE TIME AND NOT TO RESTRICT ANY FUTURE PARKING ON EITHER SIDE OF KEYSTONE

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s):

Name: (List all beneficiaries if Trust): MIKE KLEIN - AIRROOM

Address: 6825 N. LINCOLN AVE. LINCOLNWOOD, IL. 60712

Telephone: (847) 763-1100 Fax: (847) 763-1110 E-mail Address: PETITIONS@AIRROOM.COM

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 N/A
- Photos of the property X
- PDF files of all drawings _____

For Office Use Only

Fee: _____ Deposit: _____

Date Received: _____

Checked By: _____

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

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

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: MIKE KLEIN - AIROOMA

Address: 6825 N. LINCOLN AVE.

City, State: LINCOLNWOOD, IL. 60712

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

[Signature] 4/19/19

Signature Date

MIKE KLEIN

PRINT NAME

PETITIONER (If different than property owner)

Signature Date

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 REQUEST IS MADE BECAUSE WE BELIEVE THE ORIGINAL INTENT OF THE PROHIBITION OF PARKWAY PARKING ON KEYSTONE WAS DUE TO A PROPOSED ADDITION TO THE AIRROOM BUILDING AND NOT TO RESTRICT ANY FUTURE PROPOSED PARKWAY PARKING ON EITHER SIDE OF KEYSTONE AVE.

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

THE ORDINANCE RESTRICTS ANY FUTURE PROPOSED PARKING FOR AIRROOM WHEN OTHER BUSINESSES ARE GRANTED THE USE OF PARKWAYS FOR PARKING

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.

N/A

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

ALL PARKWAYS ARE FOR PUBLIC USE AND WOULD NOT INCREASE THE VALUE OR REVENUE OF THE AIRROOM PROPERTIES

VARIATION STANDARDS (continued)

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

CORRECT.

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.

WE FEEL THE REMOVAL OF THE PARKWAY PARKING RESTRICTION WILL HAVE NO NEGATIVE IMPACT ON THE NEIGHBORING PROPERTIES NOR WOULD THE REMOVAL BE DETRIMENTAL TO THE PUBLIC WELFARE.

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

THE REMOVAL OF THE PARKWAY PARKING RESTRICTION WOULD ALLEVIATE THE PRACTICAL HARDSHIP TO 6825 N. LINCOLN AVE. IN THAT IT WOULD ALLOW FOR ANY FUTURE DISCUSSIONS OF CREATING SAFER STREETS AND PARKING FOR THE COMMUNITY.

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

THE REMOVAL OF THE PARKWAY PARKING RESTRICTION WILL NOT INCREASE THE AFOREMENTIONED DANGERS NOR DIMINISH PROPERTY VALUES WITHIN THE NEIGHBORHOOD.

SIGN VARIATION STANDARDS

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

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

N/A

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

N/A

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

N

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

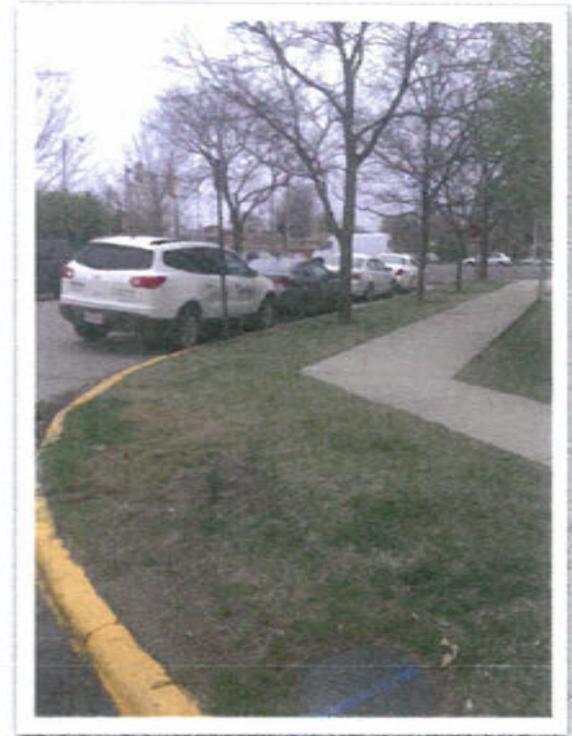


ORE

Existing Parking Conditions along Keystone Avenue



View West
along
Keystone



View East
along
Keystone

View
North
along
Keystone



REPORT AND RECOMMENDATIONS

DATED: May 25, 1995

TO: Board of Trustees, Village of Lincolnwood, Illinois
FROM: Plan Commission and Zoning Board of Appeals, Village of
Lincolnwood, Illinois

A meeting of the Plan Commission and Zoning Board of Appeals of the Village of Lincolnwood, Illinois was duly held in accordance with the following data:

DATE OF MEETING: May 17, 1995

MEMBERS PRESENT: Atkinson, Booras, Gussin, Kim, Pauletto, Schaen & Theisen

MEMBERS ABSENT: None

OTHERS PRESENT: Jerry Sargent, Building Commissioner

PUBLIC NOTICE: Published in the Lincolnwood Life on 4/27/95, copy attached

A quorum was present. Attached hereto is a report of said proceedings and the recommendations resulting therefrom.

Respectfully submitted,

Zave H. Gussin, Chairman

Texor did not request a 24-hour operation, but did request extended hours as follows: to open 5:30 A.M. daily; and to extend to midnight on Friday and Saturday nights only. After a full discussion of the matter, during which the above-mentioned neighbor was heard, it is recommended that the request to remain open beyond 11:00 P.M. on any night be denied; but that the request to open at 5:30 A.M. be granted, subject to the following conditions:

1. No automobile repair business shall be conducted on the premises (also a condition of the general special use);

2. No deliveries to the convenience store shall be made outside of the normal hours of 7:00 A.M. to 11:00 P.M.; and

3. No restriction similar to No. 2 preceding is initially imposed with respect to gasoline delivery, upon the representation that the same is accomplished quietly, and there may be advantages to nighttime delivery when the station is closed and traffic is low. However, should gasoline deliveries be made outside of normal hours, and should the Building Commissioner determine that the same is unduly disturbing to neighbors, then the Building Commissioner may require that gasoline deliveries also shall be made only during normal hours of 7:00 A.M. to 11:00 P.M.

V

Application of Airoom, Inc. for variations in connection with the construction of a building addition in a B-1 District, at 6825 N. Lincoln Avenue. The Chairman found substantial compliance with the notice provisions of Ordinance 1559. Appearing on behalf of Applicant were owners Burton and Michael Klein, who were duly sworn. Applicant was represented by attorney Irving S. Capitel. A number of residents spoke in opposition to one or more of the variation requests, and their remarks will be summarized within the context of this report. They were: Melvin Zimmerman, 6836 Keystone; Rochelle Miller, 6853 Keystone; Ruth Zimmerman, 6836 Keystone; Michael Gebehiiweg, 6826 Keystone; and Jane Biederman, 6842 Keystone.

Commissioner Kim had to leave early because of an unavoidable conflict in schedule and did not participate in this matter.

This application involves construction at the northwest corner of Lincoln and Keystone. The site, owned by the owners of Airoom, is immediately southeast of, and adjacent to the present Airoom showroom. It was previously improved with a one-story building, whose most recent tenant was Chase Supply Company. That building was demolished after a building permit was obtained for the new building addition which is the subject of this Application. The three variations sought are as follows:

A. For additional parking along Keystone, which would require the use of the Village parkway;

B. A variation as to height; and

C. A front-yard variation.

Applicant previously applied for a parking variation along Keystone, which was denied after a Zoning hearing on September 8, 1994. This new request (A above), covering the same area, involves a new design and configuration. In order to fully understand the basis for the other two requests (B and C above), a chronological summary is necessary. Three sets of building plans are involved.

Plan #1. The original Plan was approved by the Building Commissioner and a Permit issued on June 29, 1994. Exhibit G reflects the footprint of approved Plan #1; and Exhibit H reflects the front facade thereof. (Exhibit G also reflects the previously rejected proposal for seven vertical parking spaces along Keystone.) Aspects of Plan #1 relevant to this hearing are as follows:

(a) The front facade is straight across, on a line with the present Airoom showroom facade; and

(b) The height of most of the two-story structure is 27' 4", while a tower covering an interior atrium, at the front along Lincoln, reaches a height of 44' 8".

Plan #2. At the hearing, Applicant presented a revised plan which it alleged had been approved by the Building Commissioner; and an approval stamp is evident on the back of the last sheet of plans (the outside, as rolled up). A copy of that approval stamp, dated January 11, 1995, is attached as Exhibit I. The significant change in Plan #2 is that a portion of the front facade along Lincoln (approximately 45' across) would now protrude by almost 9 ft. forward of the previous facade, thus intruding into the required 25 ft. setback. The amount of the intrusion was uncertain, because the earlier drawings did not contain the dimensions to lot line. It appeared at the hearing (based on newly introduced Plan #3 attached as Exhibit J), that the intrusion was 5 ft. for the most part, and 5.5 ft. for two 9-ft. segments. The Building Commissioner denied knowingly approving any change in plans, and certainly not one which authorized an intrusion into the required front set-back line, which he does not have the authority to do. He testified that Airoom asked him to sign a duplicate set of the original plans, because the set originally approved the previous June had been lost or misplaced. Airoom impliedly denied that by claiming that it still had the originally approved set of Plan #1. However, it was noted that on the approval of January 11, 1995, the Commissioner explicitly wrote in "Approved as 'Duplicates'" (Exhibit I), which appears to corroborate his account.

Plan #3. Construction proceeded in accordance with yet another set of plans (Plan #3) which Applicant concedes were never approved. One feature of that Plan (as shown on Exhibit J) is that the protrusion into the front yard is somewhat greater than on Plan #2.

The most obvious and significant change in Plan #3 is that the height of the tower was increased from 44' 8" to 54' 1", an increase of 9' 5". The Commissioner had been at a seminar during the week when that part of the construction had proceeded. When he returned and saw the tower structurally framed at an unauthorized height, a stop order was given to Applicant, resulting in two of the variation requests now before us.

According to Applicant's testimony, the height increase came about in the following way. The parapet around the lower, non-tower portion of the building would likely be raised as a visual screen and sound baffle for the large, rooftop air conditioning unit. (The Building Commissioner has the authority to approve this under the Site Plan Ordinance as screening for roof-top apparatus, and he indicated that it is desirable in concept. It is subject to specific approval of the Building Commissioner as to height and other details.) Applicant unilaterally decided that the tower should be increased in height to remain in architectural harmony with the parapet, believing that it had the flexibility to do so up to the height of 55 ft. Although this was the explanation offered, it is unsound and constitutes no excuse, for two reasons:

(a) While there is a maximum height limitation of 55 ft. in B-1, that is further restricted by a requirement that all yards be increased by one foot for every foot in building height over 20 feet. That was not observed in this case.

(b) More fundamental is the principle that once plans are submitted, approved and a permit is issued, an owner cannot thereafter unilaterally modify those plans without further Village approval.

Applicant is not an ordinary owner, but itself is a builder and has been active in this and other Villages for many years. It should have a more expert knowledge of building codes, principles and procedures than an ordinary applicant. Its explanation is untenable which assumes the right of an owner to materially and unilaterally alter plans in derogation of the submitted plans upon which a permit has been issued.

While the chronology of how this matter arose is relevant and important in certain respects, the basic and primary issue before the Zoning Board of Appeals was the substance of whether the requested variations should be granted (in spite of the fact that Applicant proceeded in an unauthorized fashion).

Commissioner Booras moved to recommend the granting of the height and the front-yard set back variations as requested. The motion died for want of a second. The three variation requests were then considered separately, with the following results:

Height Variation. Many neighbors who spoke complained of the increased height, referring to the structure as a "monstrosity." Applicant contended that whereas only the structural elements were now visible, the tower would be more attractive after comple-

- 8 - Height Variation Denied

tion. The neighbors maintained that it was too high and loomed large over their homes and vistas. It was also contended that the structure was out of place even for Lincoln Avenue. Applicant mentioned other structures along Lincoln which are as high, such as the Fire Station tower, Bank of Lincolnwood and 7201 Lincoln Condominium. However, the setbacks of those structures and the relative location of nearby residences affect the comparability of those examples to the Airoom tower in question. The Zoning Board found that the increased height of the tower was detrimental to nearby residences and not in harmony with the neighborhood.

After a full discussion, on motion duly made, seconded and unanimously carried, it is recommended to the Trustees that the height variation be denied and that Applicant adhere to the originally approved tower height not to exceed 44' 8".

Front-Yard Variation. Applicant testified that as costly as reducing the height of the tower would be, being required to alter the existing front facade under construction would be financially disastrous. A new foundation would have to be constructed, the steelwork demolished, and in effect they would have to start from scratch. One Commissioner noted that the front yard intrusion did not face any residences and did not extend the entire width of the building. There still would remain a front yard of between 19.5 and 20 ft., enough to reasonably accommodate parking.

Commissioner Atkinson moved to deny the front yard variation. The motion died for want of a second. After further discussion, a motion was duly made and seconded to recommend to the Trustees that the front-yard variation be granted as presently constructed; and that the remainder of the building adhere substantially to Plan #1, for which any further needed variations should be deemed to be granted. Said motion carried by a vote of 5 ayes to 1 nay (subject to conditions set forth in an amendatory motion set forth below).

front yard approved 5 to 1

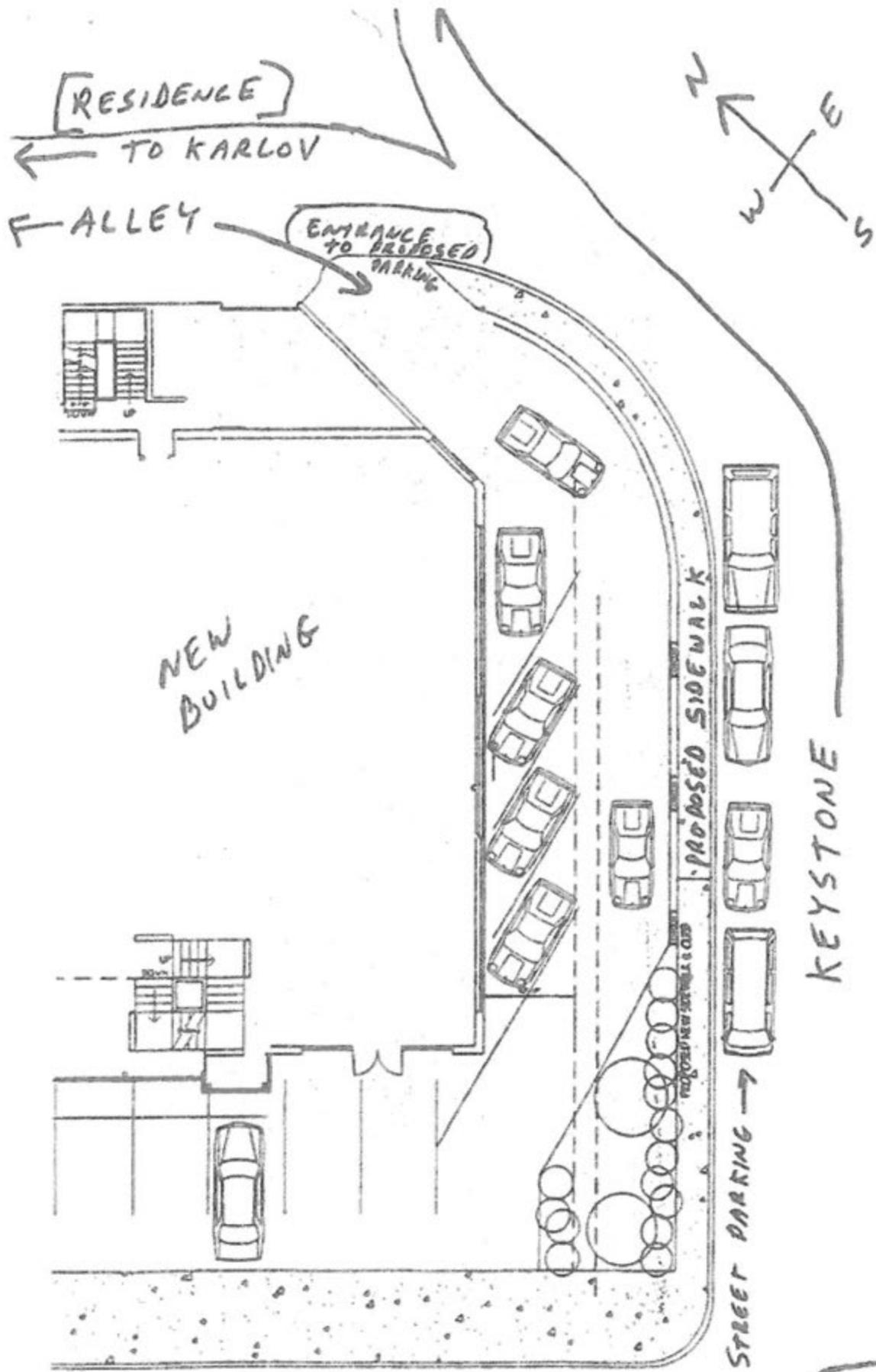
Variation for Parking along Keystone. The revised plan is reflected on Exhibit K. There would be 4 parking spaces next to the building, three of them diagonal and one parallel. There would be an interior lane to the east for access to and from the parking. East of that would be a low barrier and a relocated sidewalk 4" in width along the curb. Because of the dog-leg of Keystone, access would be possible only by traversing the alley eastward from Karlov. Exit would be forward (south) onto Lincoln. Landscaping would be provided at the corner, as shown. Neighbors were concerned about the hazard to persons (including children) who might be using the sidewalk as cars backed out. There was also some doubt as to whether there was enough actual space on site to permit the vehicular maneuvering represented in the drawing. Having access limited to cars traversing the alley eastward from Karlov was deemed impractical and would adversely impact the residences abutting that alley. There would also be an overall loss of green area both on site and in the Village parkway. While providing additional on-site parking is usually a desirable objective and beneficial to neighboring residences, in this case it

was found that the negatives far outweighed the positives; and that in any event the risks, hazards and impositions were not justified to create only four potential parking spaces. After a full discussion, on motion duly made, seconded and unanimously carried, it is recommended to the Trustees that the variation sought for parking along Keystone be denied. *Parking Variation Denied*

Front-Yard Variation; Amendment. The parking variation on the Keystone side having been defeated, a motion was duly made, seconded and unanimously carried to amend the recommendation to grant a front-yard variation by adding thereto the following condition: That as a condition of granting the front-yard variation being sought, Applicant shall at its own cost install and well maintain grass, trees, shrubs and other landscaping as directed by the Building Commissioner both on its own property to the east of its building and also on the Village parkway adjacent thereto along Keystone; and that in the event the existing sidewalk is damaged during the course of construction, that it be repaired or replaced as directed by the Building Commissioner.

VI

In accordance with the final item on the agenda, there was distributed to the members for review and comment a copy of the Village operating budget for Planning and Zoning for fiscal year 1995-96. (Commissioner Kim received his copy before he left.)



LINCOLN

41
EXHIBIT K

Village of Lincolnwood
Board of Trustees
Regular Meeting
Thursday, June 1, 1995

CALL TO ORDER

President Grant called the regular meeting of the Lincolnwood Board of Trustees to order at 7:35 p.m. on Thursday, June 1, 1995, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, 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 Clerk Gimbel the following were:

President Grant, Trustees Schwartz, Kadota, Moy, Angarola and Turry.

Absent: Trustee Abelson.

A quorum was present. Also present were: Robert Bocwinski, Village Administrator; John Dolasinski, Director of Management Services; Darlene Lynam, Director of Parks and Recreation; and Jerry Sargent, Building Commissioner.

APPROVAL OF MINUTES

The minutes of the special meeting of Wednesday, May 10, 1995; the special meeting of Saturday, May 13, 1995; the public hearing of May 18, 1995 and the regular meeting of May 18, 1995, of the Lincolnwood Board of Trustees had been distributed and examined. Clerk Gimbel stated that Ordinance 91-2103 should read 2193 in the minutes of the regular meeting of May 18, 1995. Trustee Angarola asked to amend the comments under Public Forum to read "It is our understanding that the Zoning Board recommends the height of Airroom's building be reduced from fifty some feet to forty-four feet" Trustee Kadota moved to approve the minutes of the regular meeting of Thursday May 18, 1995, as corrected. Approved by viva voces vote. Trustee Kadota moved to approve the minutes of the public hearing of Thursday, May 18, 1995, as presented. Seconded by Trustee Turry. Approved by viva voces vote. Trustee Schwartz asked to add, Director of Management Services after John Dolasinski, add Timothy Clarke, Before Director of Economic Development, and add an "S" to Jerry Sargent's name, in the minutes of the special meeting of Saturday, May 13, 1995. Trustee Moy moved to approve the minutes of Saturday, May 13, 1995 as corrected. Seconded by Trustee Kadota. Approved by viva voces vote. Trustee Kadota moved to approve the minutes of the special meeting of Wednesday, May 10, 1995 as presented. Seconded by Trustee Schwartz. Approved by viva voces vote.

WARRANT APPROVAL

Trustee Schwartz moved that warrants in the amount of \$357,716.91 be approved for payment. Seconded by Trustee Kadota. Roll call vote resulted as follows:

AYES: Trustees Schwartz, Kadota, Moy, Angarola and Turry.

NAYS: None.

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

APPOINTMENTS TO PARK BOARD

President Grant proposed Judith Richards and Harry Koenig for appointment to the Park and Recreation Board. Trustee Schwartz moved that the Board of Trustees consent to the appointment of Judith Richards and Harry Koenig to the Park and Recreation Board and that the term of office (one four year term and one five year term) be decided by lot at the next Park and Recreation Board meeting. Seconded by Trustee Angarola by viva voces vote.

COMMITTEE APPOINTMENTS

President Grant made the following committee appointments:

POLICE, LICENSES AND HEALTH

Robert Abelson, Chair; Jerry Turry, Peter Moy.

FIRE AND WATER

Jerry Schwartz, Chair; Jerry Turry, Peter Moy.

FINANCE

Peter Moy, Chair; Jerry Schwartz, Joann Angarola.

ORDINANCES, RULES AND BUILDING

Joann Angarola, Chair; Jerry Schwartz, Ruth Kadota.

STREETS AND ALLEYS

Jerry Turry, Chair; Ruth Kadota, Robert Abelson.

President Grant also appointed Trustee Kadota as Board liaison to the Community Based Long Range Planning Project.

GOVERNMENT FINANCE OFFICERS ASSOCIATION PRESENTATION

President Grant presented to John Dolasinski, the Certificate of Achievement for Excellence in Financial Reporting which had been awarded to the village by the Government Finance Officers Association.

ANNUAL REPORT OF FIRE AND POLICE BOARD OF COMMISSIONERS

Mr. Bodinus, Chairman, and Mr. Miller, Vice Chairman, of the Fire and Police Board of Commissioners were present. Mr. Bodinus explained the legal function of the Board of Commissioners. Since Mr. Secor, Secretary of the board, was absent; Mr. Bodinus read and presented the 1994/95 Report.

PRESENTATION BY CABELVISION INC.

Ms. Susan Bisno, Public Affairs Manager, advised that Cablevision, Inc. had been sold to Continental Cablevision. She introduced Andrew Harris, their representative. Mr. Harris advised that he was asking for the approval of Village for the transfer from Cablevision to Continental. Many questions were asked and answered. President Grant advised that the report concerning the transfer and the contract will be considered by the Board when they are presented.

PROCLAMATION - NATIONAL AQUATIC WEEK

President Grant read the proclamation declaring the week of May 27 through June 4, 1995 to be National Aquatic Week in Lincolnwood.

PROCLAMATION - NATIONAL FLAG DAY

President Grant read a proclamation declaring June 14, 1995 to be National Flag Day in Lincolnwood. She requested that everyone pause at 6:00 p.m. to recite the Pledge Allegiance to the Flag of the United States.

PUBLIC TESTIMONY

Mrs Jane Beederman spoke against permitting Airroom to park on Keystone. She urged the board to rule against all of the variances requested by Airroom.

Mr. Michael Gebrehiiwet spoke against parking in the rear of Airroom saying there was not enough space for four additional parking spaces. He asked if the alley could be made a one way alley. He added that the height of the building caused it to overshadow everything in relation to its surroundings.

Mr Melvin Zimmerman asked if the Board of Trustees would reverse the decision of the Zoning Board. The Mayor advised that the Board of trustees would take the Zoning Board's recommendations under advisement.

Mr. Mitchell Kruzell objected to the parking on Keystone Avenue because the children are coming and going all the time. He said the building is a monstrosity that doesn't fit in the neighborhood. He said it was totally out of context.

CONSENT AGENDA

Consideration of Consent Agenda by Omnibus Vote
None.

UNFINISHED BUSINESSAMEND CHAPTER 1, ARTICLE 2 OF THE LINCOLNWOOD CODE OF ORDINANCES BY
ADDING SECTION 9. ORDINANCE 95-2196

Trustee Turry moved to pass Ordinance 95-2196 - An Ordinance amending Chapter 1, Article 2 by adding Section 9: Fixing the first regular or special meeting in May as the date for the inauguration and commencement of terms of the Village of Lincolnwood municipal officers elected at the municipal election, to the Village Code of Ordinances. Seconded by Trustee Angarola. Roll call vote resulted as follows:

AYES: Trustees Schwartz, Moy, Angarola and Turry.

NAYS: None.

Trustee Kadota had stepped out of the room. Motion declared carried.

NEW BUSINESSADOPTING PROESEL PARK MASTER PLAN RESOLUTION R95-1098

Gilbert Magida, Chairman of the Park and Recreation Board, introduced Gary Jacobs. Mr. Jacobs is a landscape architect with Scruggs and Hammond, the consultants for the Proesel Park improvements. Mr. Jacobs explained the plan. Trustee Angarola commented that she wanted it understood that this was not the first time the Trustees have seen the plan; that the members of the Board had seen the plan before at a meeting with the Consultant. Trustee Angarola moved to pass Resolution R95-1098 - Resolution adopting Proesel Park Master Plan. Seconded by Trustee Turry. Mr. Cope asked if they might be creating a hazard by having two baseball fields oriented for the ball to go toward Lincoln Avenue. It was determined that this would not be a problem. Roll call vote resulted as follows:

AYES: Trustees Schwartz, Kadota, Moy, Angarola and Turry.

NAYS: None.

Motion declared carried.

AUTHORIZE EXECUTION AND SUBMISSION OF A GRANT APPLICATION TO THE
ILLINOIS DEPARTMENT OF CONSERVATION FOR PROESEL PARK IMPROVEMENT

Gilbert Magida, Chairman of the Park and recreation, and Darlene Lynam, explained the plan and answered questions. Trustee Angarola moved to authorize the execution and submission of a grant application to the Illinois Department of Conservation for Proesel Park improvements. Seconded by Trustee Turry. Roll call vote resulted as follows:

AYES; Trustees Schwartz, Kadota, Moy, Angarola and Turry.

NAYS: None.

Motion declared carried.

VARIANCE AT 7040 KEATING AVENUE - ORDINANCE NO 95-2197

Trustee Angarola moved to accept the recommendation of the Zoning Board and pass Ordinance 95-2197 - An Ordinance granting a variance for the construction of a single story addition to the existing legal non-conforming structure at 7040 North Keating Avenue. Seconded by Trustee Kadota. Roll call vote resulted as follows.

AYES: Trustees Schwartz, Kadota, Moy, Angarola and Turry.

NAYS: None.

Motion declared carried.

VARIANCE AT 6630 SPOKANE AVENUE ORDINANCE NO 95-2198

Trustee Angarola moved to accept the recommendation of the Zoning Board and pass Ordinance No. 95-2198 - An Ordinance granting a variance for the construction of second story and two-story additions to the existing legal non-conforming structure at 6630 North Spokane Avenue. Seconded by Trustee Turry. Roll call vote resulted as follows:

AYES: Trustee Schwartz, Kadota, Moy, Angarola and Turry.

NAYS: None

Motion declared carried.

VARIANCE - 6825 LINCOLN AVENUE - ORDINANCE 95-2199

Trustee Angarola moved to pass Ordinance 95-2199 - An Ordinance granting variations for the construction of a building addition at 6825 North Lincoln Avenue (Airroom, Inc.). Seconded by Trustee Turry. Roll call vote resulted as follows:

AYES: Trustees Schwartz, Kadota, Moy, Angarola and Turry.

NAYS: None.

Motion declared carried.

SPECIAL USE AND VARIANCES AT 6801 CICERO AVENUE.ORDINANCE 95-2200

Mrs. Teresa Van Sickle, requested that the 5:30 a.m. opening time be changed to 6:00 a.m. Mr. Bill McCloskey representing the applicant, Texor Petroleum Company, explained the need for the 5:30 a.m. opening time and assured everyone that it would not be a disturbance to anyone.

Trustee Kadota moved to amend the ordinance to provide for adding Section 7D, "The 5:30 a.m. starting time may be changed to 6:00 a.m. should the Building Commissioner determine within one year of opening, that the 5:30 a.m. starting time is causing a disturbance to the surrounding property owners." Seconded by Trustee Moy. Roll call vote resulted as follows:

AYE: Trustee Schwartz, Kadota, Moy, Angarola and Turry

NAYS: None.

Motion declared carried.

Trustee Angarola moved to pass Ordinance 95-2200 - An Ordinance granting special uses and variances for the construction of an automobile service station and convenience store at 6801 North Cicero Avenue, as amended. Seconded by Trustee Kadota. Roll call vote resulted as follows:

AYES: Trustees Schwartz, Kadota, Moy, Angarola and Turry.

NAYS: None.

Motion declared carried.

Mr. Gussin, Chairman of the Plan Commission and Zoning Board of Appeals, advised that Lincolnwood School District #74 had requested a hearing on a parking matter. He requested that the Board of Trustees concur with the Zoning Board report. Trustee Kadota moved to concur with the recommendation of the Planning Commission and Zoning Board of Appeals with regard to the application of Lincoln School District #74 for the proposed redesign of the parking lot and vehicular traffic on East Prairie Road and on Pratt Avenue. Seconded by Trustee Angarola. Roll call vote resulted as follows:

AYES: Trustees Schwartz, Kadota, Moy, Angarola and Turry.

NAYS: None.

Motion declared carried.

VILLAGE ADMINISTRATOR'S REPORT

The Village Administrator reported as follows:

SWANNC is having an open house at the Wheeling Township Transfer Station on Saturday, June 3, 1995 from 10:00 a.m. to 1:00 p.m.

Mr. Barclay has been engaged to prepare a Study and Concept Plan for the Community Center. The anticipated cost will not be greater than \$4,500.00.

There is a change order in the amount of \$1,557.00, for the replacement of pump No. 4, at the Pump Station.

The Commonwealth Edison franchise fee for Lincolnwood will be lower now that we are no longer paying part of the Chicago franchise fee.

Officials were asked to return the copies of the Infrastructure Evaluation Study so that additional information could be inserted.

A Public Forum is being planned for June 22, 1995 at 7:00 p.m. for the purpose of discussing financing alternatives for the public improvements. It is anticipated that an advisory committee will be formed.

Phase 1 of the soil analysis at the standpipe site does not look too promising.

A letter has been received advising that the state has awarded the bids for the Bicycle Rack Program. The work should be completed this summer.

Glass has been found in the soil at Goebelt Park. The glass will be raked out or covered over. The work at the other parks has been set back by the weather. Trustee Angarola stated that the contaminated soil at Goebelt Park must be removed. President Grant agreed and stated that the Board should be consulted before proceeding. She told the Administrator to phone the Trustees.

Trustee Angarola stated that the appearance of the parks needs attention.

BOARD COMMISSION AND COMMITTEE REPORTS

None.

VILLAGE CLERK'S REPORT

Clerk Gimbel reported that she had collected \$257.00 for the Oklahoma City Fund.

She said that several residents had called about the message about watering on the Water bill. The message say that watering is not allowed from 6:00 a.m. to 6:00 p.m. She advised that the ordinance reads "12:00 noon to 6:00 p.m."

TRUSTEES REPORTS

None.

PUBLIC FORUM

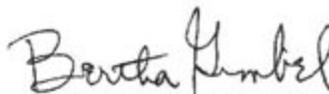
Mr. Marvin Siegel stated that he had submitted a Freedom of Information request on April 27, 1995 for the Grossinger agreement and the Industrial Bond. He said that the Village is in flagrant violation of the law and asked the President to make it possible for him to get what he wants.

Mrs Cecile Siegel responded to a letter from Trustee Schwartz that called her husband an "ex CPA". She asked where Trustee Schwartz had obtained his information, since her husband is still licensed until January 1, 1996.

Mr. Zave Gussin congratulated Mr. Dolasinski for the award he had received. He said that award belies those who are constantly carping.

ADJOURNMENT

Trustee Angarola moved to adjourn. Seconded by Trustees Moy. Approved by viva voces vote. The regular meeting of the Lincolnwood Board of Trustees adjourned at 11:00 p.m. on Thursday, June 1, 1995.


Bertha Gimbel CMC
Village Clerk

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 95-2199

AN ORDINANCE GRANTING VARIATIONS
FOR THE CONSTRUCTION OF A BUILDING ADDITION
AT 6825 NORTH LINCOLN AVENUE
(AIROOM, INC.)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF LINCOLNWOOD
THIS 1st DAY OF June, 1995.

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 _____, 1995.

ORDINANCE NO. 95-2199

AN ORDINANCE GRANTING VARIATIONS
FOR THE CONSTRUCTION OF A BUILDING ADDITION
AT 6825 NORTH LINCOLN AVENUE
(AIROOM, INC.)

WHEREAS, application has been made by Petitioners Michael and Burton Klein for a variance to construct a two story addition to an existing structure located at 6825 North Lincoln Avenue; and

WHEREAS, a Public Hearing was held on May 17, 1995, before the Lincolnwood Plan Commission/Zoning Board of Appeals pursuant to proper notice and in compliance with the laws of the State of Illinois and the ordinances of the Village of Lincolnwood; and

WHEREAS, the Lincolnwood Plan Commission and Zoning Board of Appeals having heard testimony and examined evidence, including Exhibits G, H, I, J and K submitted by the petitioners and attached to the May 25, 1995 Report and Recommendations of the Plan Commission/Zoning Board of Appeals, has recommended approval of a variation for front yard setback subject to certain terms and conditions; and

WHEREAS, the Lincolnwood Plan Commission and Zoning Board of Appeals has recommended approval of the petitioners request by the Board of Trustees of the Village of Lincolnwood; and

WHEREAS, the Board of Trustees concurs with and hereby adopts the findings of the Plan Commission and Zoning Board of Appeals as presented in its Report dated May 25, 1995, and finds that granting said variance will have no detrimental impact on the health, welfare and safety of the public in general;

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

SECTION 1: That the property which is the subject of this Ordinance is legally described as follows:

Lots 42, 43 and 44 (except the Northwesterly 15.00 feet thereof) in Lincoln-Crawford Pratt Boulevard Subdivision of the South 1/2 of the East 15 acres and the South 1/2 of the west 25 acres (except the South 30.00 feet of that part lying West of Lincoln Avenue) of the Southeast 1/4 of the Northeast 1/4 of Section

34, Township 41 North, Range 13, also that part of the East 1/2 of the Southeast 1/4 lying Northeasterly of the Northeasterly line of Lincoln Avenue, in Cook County, Illinois, commonly known as 6825 N. Lincoln Avenue.

SECTION 2: That variations to construct an addition to the existing Airoom building on the subject property are hereby granted in accordance with the Findings and Recommendations of the Plan Commission and Zoning Board of Appeals. The terms and conditions to which the granting of the variations is subject are as follows:

A. The maximum height of the tower shall not exceed 44 feet, 8 inches. The front facade of the addition may extend into the 25 foot front yard setback for the same distances as is presently constructed. (That intrusion into the front yard setback is approximately 5 feet, except for two 9 foot segments for which the intrusion into the 25 foot front yard setback is approximately 5.5 feet.) The remaining construction may proceed in accordance with Plan #1, referred to in the aforesaid Findings and Recommendations, being those plans approved by the Building Commissioner on or about June 29, 1994.

B. 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 to the Report and Recommendations of the Plan Commission and Zoning Board of Appeals or in any other manner whether or not submitted to the Village on any other plans. OK

C. 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. Prior to issuance of an occupancy permit, landscaping in conformance with a plan approved by the Building Commission shall be installed. OK

D. Prior to rescinding the stop work order, revised plans necessary to comply with the terms and conditions of this Ordinance shall be submitted to the Building Commissioner and reviewed and approved by him. 6/4

E. In the event that there is damage to any existing sidewalk during the course of construction, applicant shall repair or replace said sidewalk as directed by the Building Commissioner. OK

F. Construction of the addition shall conform to all other regulations and ordinances of the Village of Lincolnwood.

SECTION 3: That the Preamble to this Ordinance and all reports and exhibits of the Plan Commission and Zoning Board of Appeals related to the application leading to this Ordinance are hereby adopted herein by reference as if fully set forth herein.

SECTION 4: That the variance allowing the construction of a two story addition to an existing office and showroom building is hereby granted on the property which is the subject of this Ordinance, provided that all construction is in accordance with the exhibits which have been adopted herein by reference and with the building regulations and ordinances of the Village of Lincolnwood.

SECTION 5: That any person violating the terms and conditions of this Ordinance shall be subject to a fine not exceeding \$500.00 with each and every day that the violation is allowed to exist constituting a distinct and separate offense under the terms of this Ordinance. In addition, the Village of Lincolnwood may take whatever action it deems appropriate to enforce the terms of this Ordinance, including an action for injunction. All attorneys' fees and costs incurred by the Village of Lincolnwood in enforcing the terms of this Ordinance shall be paid by the violator.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law. Provided, however, that this Ordinance shall not take effect until a true and correct copy of this ordinance is executed by the owners of the subject property or such other parties in interest consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted by the corporate authorities by motion. If this Ordinance is not executed or if an extension is not sought within sixty (60) days, the Ordinance shall be deemed void and the variation application deemed abandoned.

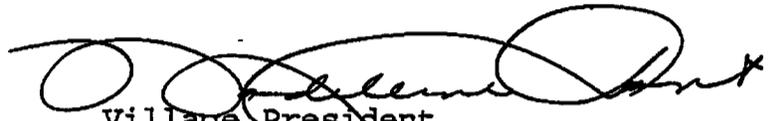
PASSED this 1st day of June, 1995.

AYES: Trustees Schwartz, Kadota, Moy, Argarola and Terry

NAYS: None

ABSENT: Trustee Abelson

APPROVED this _____ day of _____, 1995.


Village President

ATTEST:

Village Clerk

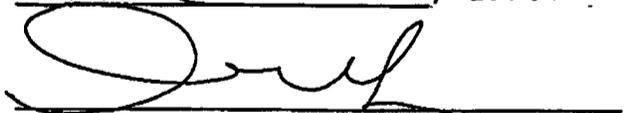
I, Burton Klein, on behalf of Airoom, Inc. being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

Dated this 5th day of JUNE, 1995.


Burton Klein

I, Michael Klein, on behalf of Airoom, Inc. being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

Dated this 5th day of JUNE, 1995.


Michael Klein

February 8, 2014

Dear Zoning Board of Appeals,

We have received the letter indicating that a hearing is occurring on February 19th to discuss the established residential parking rights in front of our home. As my daughters, also Lincolnwood residents mentioned at the last hearing, we are unable to appear at this hearing and requested a postponement until April. We have been able to attend past hearings, but at this time we have family commitments out of town that prohibit us from appearing. We kindly request that this matter wait until we return.

However, we would like to place on record that we strongly disagree with the reconsideration of the current residential zoning laws. We have lived in Lincolnwood for over 20 years and raised three successful children here. The location of our family home was selected for its strong community, school system, tranquility and aesthetic surroundings.

We, our children with grandchildren, and visitors, occupy the street parking in question regularly. From time to time we have experienced difficulty parking when employees from the Airoom have ignored parking regulations in front of our home. Our home has been subject to their requests for zoning pardons in the past, which has taken tranquility away due to commercial drivers in and out and backyard views due to the height of their building. We even had to pay to have our home repeatedly cleaned and painted during their early construction. Now, they continue to infringe on our rights by insisting on taking key parking in front of our home. For a company that specializes in building homes for families, how does it not respect the homes in its very own community?

We have paid property taxes each year and respected zoning rights, but now are subject to their continuous and outrageous demands. We should not have to continuously defend our rights and need for parking in front of our home granted to all Lincolnwood homeowners. We are asking that the appeals board consider their own housing rights and feelings if such rights were being threatened. Please help protect our rights by denying this application.

Thank you kindly,
Dr. and Ms. Gebrehiwet

Enclosed: Pictures taken as proof that the Airoom is not complying with current zoning and blocking our parking.

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 10

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of Business Points for a Potential Intergovernmental Agreement with School District #74, Lincolnwood Library District, and School District #219

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the April 1, 2014 Committee of the Whole meeting (COTW), Trustees Patel and Elster reported on discussions held with elected officials of School District #74, the Lincolnwood Library District, and School District #219 concerning the proposed Devon-Lincoln Tax Increment Finance District. It was reported that these discussions were productive and included discussion of not only the proposed TIF District but also the Village's existing TIF Districts. The outcome of this discussion was identification of certain business point items desired by the taxing districts for an intergovernmental agreement between the Village and these taxing districts.

At the April 1, 2014 COTW, direction was given to place this matter on the Village Board's April 17 agenda for specific discussion of each of these business points. Attached is a listing of these business points.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. List of Business Points

RECOMMENDED MOTION:

None

Touhy-Lawndale TIF

Subsequent to the satisfaction of the existing commitment to Lowe's all remaining funds collected shall be declared surplus and timely distributed to the respective taxing districts.

NEID TIF

1. The funds received from the grants that reimburse the cost of the acquisition of the UP ROW and the construction of the bike path shall be declared surplus and timely distributed to the respective taxing districts.
2. 50% of all tax revenue, commencing with the 2013 taxes paid in 2014, shall be declared surplus and timely distributed to the respective taxing districts.

Devon-Lincoln TIF

1. All tax revenues received after cumulative receipt of \$20 Million during the life of the TIF will be declared surplus and timely distributed to the respective taxing districts.
2. Reduce term to 15 years
3. In the event development in this TIF includes a residential component, a prorata share of the tax increment that is attributed to the parcel(s) with the residential component shall be declared surplus and timely distributed to the respective taxing districts.

(eg: Total Current Year EAV in TIF / Total Base Year EAV in TIF x Base Year EAV of Residential Parcel(s) x Current Year Tax Rate = Surplus)

Lincoln/Touhy TIF Expansion

In the event development in this TIF includes a residential component, a prorata share of the tax increment that is attributed to the parcel(s) with the residential component shall be declared surplus and timely distributed to the respective taxing districts.

Request For Board Action

REFERRED TO BOARD: April 17, 2014

AGENDA ITEM NO: 11

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Consideration of an Intergovernmental Agreement between the Village and the Illinois Department of Transportation to Upgrade the Traffic Signals on State Highways within the Village

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Illinois Department of Transportation (IDOT) is proposing to upgrade the traffic signals on State highways within the Village with Light-Emitting-Diode (LED) modules. This program is meant to complete the transformation in the State from incandescent traffic signal optics to low energy consuming, reduced maintenance and enhanced visibility LED type signals. Countdown Pedestrian Signals and Uninterruptible Power Supply battery back-up is also included in the program to allow the traffic signal to operate during temporary, short-term power outages.

The LED upgrade program includes cost participation similar to the federal Highway Safety Improvement Program. State funds will be used for ninety percent (90%) of the traffic signal upgrade costs with the remaining ten percent (10%) split based on the proportionate share of approach leg jurisdiction. This represents lower local program participation than any previous LED upgrade program. As the available funds are limited, IDOT District One is targeting state highways in Cook County. The Village's financial commitment for this project is \$12,002.55.

Work within the Village includes Touhy Avenue, McCormick Boulevard, Devon Avenue, Lincoln Avenue and Cicero Avenue. All of the signals are east of the Edens Expressway. Staff reviewed the plans and notes that intersections with existing Countdown Pedestrian Signals will be maintained and those without will have Countdown Pedestrian Signals installed except for the entrance ramp to the Village's Fire Station.

The attached intergovernmental agreement details the responsibilities of the State and the Village, lists the intersections in the program, and identifies the financial arrangement.

FINANCIAL IMPACT:

\$12,002.55 in funds are available in the Motor Fuel Tax Fund for the local agency share.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Intergovernmental Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving an agreement with The Illinois Department of Transportation for the improvement of traffic signals on state-owned highways in the Village.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

**A RESOLUTION APPROVING AN AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT
OF TRAFFIC SIGNALS ON STATE-OWNED HIGHWAYS IN THE VILLAGE**

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 Illinois Department of Transportation ("*IDOT*") has jurisdiction over certain public rights-of-way located within the Village, and responsibility for the traffic signals for those rights-of-way; and

WHEREAS, IDOT desires to upgrade certain traffic signals serving various State-owned rights-of-way within the Village ("*Traffic Signal Upgrade Project*"); and

WHEREAS, the Village shares jurisdiction with IDOT over some of the intersections served by the traffic signals that will be improved as part of the Traffic Signal Upgrade Project; and

WHEREAS, the Village and IDOT desire to enter into an agreement concerning the Traffic Signal Upgrade Project, by which IDOT will agree to administer all contracts and supervise all work for the Traffic Signal Upgrade Project, and the Village will agree to pay an estimated \$12,002.55 toward the estimated \$583,771.20 total cost of such Project ("*Agreement*"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the Agreement with IDOT;

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

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

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

SECTION 3. EXECUTION OF AGREEMENT. The Village President and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreements and all documentation related thereto.

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

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

#28974288_V1

EXHIBIT A
AGREEMENT

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ A.D., by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter called the STATE, and the Village of Lincolnwood, County of Cook, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH

WHEREAS, the STATE is proposing to upgrade the traffic signals on the state highways with Light-Emitting-Diode (LED) modules, Uninterruptible Power Supply (UPS) and Countdown Pedestrian Signals (CD Ped) at the intersections of McCormick Blvd at Northeast Pkwy; Touhy Av at Lawndale Av; Crawford Av at Devon Av; Devon Av at Kenton/Lemont Av; I 94/Edens Expy/Estes at IL 50/Cicero Av; IL 50/Cicero Av at Devon Av; IL 50/Cicero Av at Pratt Av; IL 50/Cicero Av at Touhy Av; IL 72/Touhy Av at Kilbourne Av; Touhy Av at Barclay Pl/Hyatt Dr; Touhy Av at Crawford Av; Touhy Av at Kostner Av; US 41/Lincoln at Devon Av; US 41/Lincoln at Fire Station Exit; US 41/Lincoln at Kostner Av; US 41/Lincoln at Pratt Av and US 41/Lincoln Hwy at Crawford Av (to be known as STATE Section 2014-007TS and Contract No. 60X82-Job No. C-91-222-14). This LED upgrade project will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction.

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE, and permanent in nature; and,

WHEREAS, the VILLAGE shares jurisdiction of the following intersections with the STATE at McCormick Blvd at Northeast Pkwy; Crawford Av at Devon Av; Devon Av at Kenton/Lemont Av; IL 50/Cicero Av at Pratt Av; IL 72/Touhy Av at Kilbourne Av; Touhy Av at Barclay Pl/Hyatt Dr; Touhy Av at Kostner Av; US 41/Lincoln at Fire Station Exit; US 41/Lincoln at Kostner Av and US 41/Lincoln at Pratt Av

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract. The STATE also agrees to pay all construction and engineering costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
2. The VILLAGE agrees to approve the plans and specifications by letter or resolution prior to the STATE advertising for the work to be performed hereunder.
3. It is mutually agreed that the proportional participation for the estimated construction costs and engineering costs of this improvement shall be as follows:

	Improvement Cost	State Cost	Lincolnwood Cost
McCormick Blvd at Northeast Pkwy	\$14,000.00	\$13,538.00	\$350.00
	(Signal upgrades)	(90% +6.7%)	(3.3%)
Engineering (15%)		\$2,030.70	\$52.50
Crawford Av at Devon Av	\$35,000.00	\$35,000.00	\$0
	(Signal upgrades)	(90% +10%)	(-%)
Engineering (15%)		\$5,250.00	\$0

	Improvement Cost	State Cost	Lincolnwood Cost
Devon Av at Kenton/ Lemont Av	\$33,000.00 (Signal upgrades)	\$32,175.00 (90% +7.5%)	\$825.00 (2.5%)
Engineering (15%)		\$4,826.25	\$123.75
I 94 (Edens Expy) at IL 50 (Cicero Av)	\$30,000.00 (Signal upgrades)	\$30,000.00 (90% +10%)	\$0 (-%)
Engineering (15%)		\$4,500.00	\$0
IL 50 (Cicero Av) at Devon Av	\$27,000.00 (Signal upgrades)	\$27,000.00 (90% +10%)	\$0 (-%)
Engineering (15%)		\$4,050.00	\$0
IL 50 (Cicero Av) at Pratt Av	\$27,000.00 (Signal upgrades)	\$25,650.00 (90% +5%)	\$1,350.00 (5%)
Engineering (15%)		\$3,847.50	\$202.50
IL 50 (Cicero Av) at Touhy Av	\$44,000.00 (Signal upgrades)	\$44,000.00 (90% +10%)	\$0 (-%)
Engineering (15%)		\$6,600.00	\$0
IL 72 (Touhy Av) at Kilbourne Av	\$18,000.00 (Signal upgrades)	\$17,100.00 (90% +5%)	\$900.00 (5%)
Engineering (15%)		\$2,565.00	\$135.00
Touhy Av at Barclay Pl/ Hyatt Dr	\$37,000.00 (Signal upgrades)	\$35,150.00 (90% +5%)	\$1,850.00 (5%)
Engineering (15%)		\$5,272.50	\$277.50
Touhy Av at Crawford Av	\$25,000.00 (Signal upgrades)	\$25,000.00 (90% +10%)	\$0 (-%)
Engineering (15%)		\$3,750.00	\$0
Touhy Av at Kostner Av	\$23,000.00 (Signal upgrades)	\$21,850.00 (90% +5%)	\$1,150.00 (5%)
Engineering (15%)		\$3,277.50	\$172.50
US 41(Lincoln Hwy) at Devon Av	\$70,000.00 (Signal upgrades)	\$70,000.00 (90% +10%)	\$0 (-%)
Engineering (15%)		\$10,500.00	\$0
US 41 (Lincoln Hwy) at Fire Station Exit	\$14,000.00 (Signal upgrades)	\$13,538.00 (90% +6.7%)	\$462.00 (3.3%)
Engineering (15%)		\$2,030.70	\$69.30
US 41 (Lincoln Hwy) at Kostner Av	\$44,000.00 (Signal upgrades)	\$41,800.00 (90% +5%)	\$2,200.00 (5%)
Engineering (15%)		\$6,270.00	\$330.00
US 41 (Lincoln Hwy) at Pratt Av	\$27,000.00 (Signal upgrades)	\$25,650.00 (90% +5%)	\$1,350.00 (5%)
Engineering (15%)		\$3,547.50	\$202.50
US 41 (Lincoln Hwy) at Crawford Av	\$40,000.00 (Signal upgrades)	\$40,000.00 (90% +10%)	\$0 (-%)
Engineering (15%)		\$6,000.00	\$0
TOTAL		\$571,768.65	\$12,002.55

4. It is mutually agreed that the VILLAGE will reimburse the STATE in an amount equal to the VILLAGE'S share of the actual cost as determined in accordance with Item #3 above. It is mutually agreed that upon award of the contract for this improvement, the VILLAGE will pay to the Department of Transportation of the State of Illinois, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of its obligation (including any non-participating costs for FA projects) in a lump sum, upon completion of the project based upon final costs.
5. Upon acceptance by the Department of Transportation of the traffic signal improvement included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current Master Agreement executed between the Village of Lincolnwood and the Department of Transportation for the term of which begins on July 1, 2011.
6. The agency performing actual traffic signal maintenance will remain as listed in the Exhibit A of the current Master Agreement.
7. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
8. The STATE retains the right to control the sequence of timing on the traffic signals.
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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VILLAGE OF LINCOLNWOOD

By: _____
Mayor

Date: _____

ATTEST:

CLERK

SEAL

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
(Signature)

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

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersections of McCormick Blvd at Northeast Pkwy; Crawford Av at Devon Av; Devon Av at Kenton/Lemont Av; IL 50/Cicero Av at Pratt Av; IL 72/Touhy Av at Kilbourne Av; Touhy Av at Barclay Pl/Hyatt Dr; Touhy Av at Kostner Av; US 41/Lincoln at Fire Station Exit; US 41/Lincoln at Kostner Av and US 41/Lincoln at Pratt Av, VILLAGE OF LINCOLNWOOD, hereby approves to that portion of the plans and specifications relative to the Village's financial and maintenance obligations described herein prior to the STATE'S advertising for the proposed traffic signal improvements at said intersections above.

APPROVED:

By: _____
Village Engineer

Date: _____

ATTEST:

Clerk

SEAL

