Return to COTW Memo

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

AGENDA

I) Call to Order

II) Roll Call

III) Minutes – Committee of the Whole Meeting – April 17, 2014

IV) Regular Business

1) Overview of the new Audio System in the Council Chambers (6:30 – 6:45 p.m.)

2) Status Report on the Stormwater Management Pilot Program (6:45 – 7:30 p.m.)

V) Public Comment

VI) Adjournment

DATE POSTED: May 2, 2014

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS,
APRIL 17, 2014

DRAFT

Call to Order
President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:15PM, Tuesday, April 17, 2014 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois

Roll Call
On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Turry, Trustees Leftakes, Patel, Klatzco, Sprogis-Marohn (6:30), Cope (6:50), Elster (7:25)
ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, 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; Police Chief Robert LaMantia.

Approval of Minutes
Minutes of the March 18, 2014 Committee of the Whole meeting and the minutes of the April 1, 2014 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Leftakes moved to approve the minutes of March 18, Trustee Klatzco seconded the motion. Trustee Patel moved to approve the minutes of April 1, seconded by Trustee Klatzco.
The motions passed by Voice Vote.

Regular Business
1. **Discussion Concerning the Village Board's 2014 Strategic Plan**
This item was presented by Mr. Wiberg who introduced Rob Oberwise of Executive Partners.
Mr. Oberwise used PowerPoint to illustrate his presentation.

The Village's Mission 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

Items of Strengths, Weaknesses, Opportunities and Threats were presented.

Desired Visionary Outcomes by Element – 3 to 5 Years

- Development
- Residential
- Economics
- Leadership Governance
- Community Planning
- Communication/ Community Image
- Village Services

Goals - 2014-2016

- Continue Development of Shoppes at Lincoln Point – creating positive community impressions and implications
- Continue Development and implementation of a Capital Plan
- Maintain low residential property tax
- Continue the Village's realistic fiscal policy
- Re-examine and update the Comprehensive Plan
- Study and Establish a Comprehensive Transportation Plan (incorporate Devon Avenue transportation to Edgebrook and Jefferson Park)
- Finalize Storm Water Plan
- Review and determine opportunities to support Devon/Lincoln District
- Develop new competitively priced source of water
- Review the Lincoln Avenue Task Force plan and determine action
- Reuse of Dominick site
- Redevelop Bell and Howell site

Goals and Objectives were identified for 2014-2016 with responsible Village Departments identified.

Discussion and questions ensued.

2. **Discussion Concerning a Recommendation to Modify the Commercial Vehicle Parking Regulations**

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

Chapter 7 – Traffic Code

*Prohibits commercial vehicle parking on any residential street between 7PM and 7AM
*Commercial vehicles are defined as weighing over 12,000 pounds, or having equipment installed and/or markings

The Traffic Commission is recommending restricting commercial and recreational vehicles on residential streets and private residential driveways.

October 24, 2013 – Traffic Commission Meeting

The Commission voted to recommend restricting boats, trailers, recreational vehicles, snowmobiles, livery vehicles, and commercial vehicles on residential streets and private residential driveways between 7PM and 7AM

December 17, 2013 – Village Board Committee of the Whole

The Board discussed and reviewed the Traffic Commission's recommendation and referred it back to the Commission for the purpose of holding a public meeting

February 20, 2014 – Traffic Commission Meeting

*Public Meeting
*Eight residents spoke at the meeting
*Two spoke in favor of restrictions
*Six spoke in opposition of restrictions
*Following a review and discussion, the Commission recommended the Code be revised to include the following restrictions:

1. Allow passenger vehicles, motorcycles, passenger vans with RV license plates and non-commercial vehicles weighing less than 8,000 (previously 12,000) with passenger or class B license plates to park on residential roadways and private residential driveways

2. Prohibit parking of any commercial truck, trailer, semi-trailer, bus or commercial vehicle on any residential roadway or residential driveway between 7PM and 7AM

3. Define taxi and livery vehicles as commercial vehicles

4. Define non-commercial vehicles as having single rear wheels only (no dual wheels on each side of the rear axel) 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

7. The Traffic Commission did not recommend amending the Code with regard to parking boats and snowmobiles on private residential driveways

Rationale

*Improve the character of the community
*Minimize challenges associated with enforcement
*Address a concern that parking commercial vehicles on residential streets compromises safety

Ordinances from the 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 9PM to 7AM
- Skokie – Commercial Vehicle Parking is Prohibited on Residential Streets From 9:30PM to 7AM

- Wilmette – Commercial Vehicle Parking is Prohibited on Residential Streets
- Niles – Commercial Vehicle Parking is Prohibited on Residential Streets
- Morton Grove – Unlimited Storage of Commercial and Recreational Vehicles Less than Eight Feet High is Restricted to ide and Rear Lots

Village Board Alternatives

*Approve the Traffic Commission's Recommendations
*Approve the Traffic Commission's Recommendations with Revisions
*Deny the Traffic Commission's Recommendations

The following individuals addressed the Board providing varying opinions on this item:

- Resident Harry Milosavljcvic
- Casey Wittekind – representative of Open Communities Org.
- Resident/Traffic Commission member Georjean Nickell
- Resident Angie Kotsinonos
- Resident Mike Lisle
- Resident Siraj Chad

Discussion ensued. Consensus was to look at this further at this recommendation.

3. Discussion Concerning Improvements to the Pratt Avenue/Central Avenue Intersection

This item was presented by Ms. Engelmann with use of PowerPoint.
Mr. Wiberg stated that all is going well.

Background

*January 2013 Surface Transportation Program (STP) funding was approved for design and construction

- Lincolnwood as project sponsor with Chicago and Skokie all sharing the 20% local match

*Phase I approval was received in May 2013
*May 7, 2013 the Village Board authorized Phase II (design of the signal)

- IDOT bid opening scheduled for April 24, 2014

The project location was identified by sketch.

The purpose of this item is discussion of phase III (construction) of the traffic signal.

Phase III Financial Breakdown

*February 21, 2014 the Village sent a letter to IDOT (owners of the signal) requesting they pay for the 20% local match
*April 4, 2014 IDOT commits to subsidizing 13.3$ of the 20% local match

- Commitment of $98,667
- Remaining 6.7% or $49,333 split between the Villages of Lincolnwood and Skokie and the City of Chicago

#Village's financial responsibility is$16,444.33
^Skokie and Chicago have agreed to pay their share

A graph identifying financial breakdown and responsibilities was exhibited.

Intergovernmental Agreement

*Village Attorney working with Chicago and Skokie to prepare an intergovernmental agreement (IGA) detailing the financial share for Phase II and Phase III

- May 6, 2014 Village Board meeting agenda

*Village has paid fees for Phase II ($12,000)

- Upon completion of the IGA the Village will invoice Chicago and Skokie for reimbursement in the amount of $4,000 per community

*Final wording of the IGA's are being reviewed between legal counsels and therefore did not allow for the IGA's to be placed on the April 17, 2014 Village Board Agenda

- All parties involved agree on the financial breakdown

Construction Schedule

*Project scheduled for the April 24, 2014 IDOT letting (bid opening)
*Construction to commence on or around the middle of July

- Anticipated that the permanent signal will be operational by the end of 2014, no later than 2015

Agreements for April 17, 2014 Village Board

*Consent agenda includes two agreements for Phase III of the project

- Local agency agreement with IDOT which authorizes Phase III to begin and also details the financial arrangement
- Second agreement is for 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

The purpose of this presentation was clarification before the item is presented on the Consent Agenda at the Regular Board meeting this evening.

Adjournment

At 7:40PM Trustee Sprogis-Mahron 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: May 2, 2014

SUBJECT: **May 6 Committee of the Whole Meeting**

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

1) **Overview of the New Audio System in the Council Chambers (6:30 – 6:45 p.m.)**

In conjunction with the Board's direction to begin televising COTW meetings, staff identified the need to purchase additional wireless microphones so meeting participants sitting at the table could be heard. The audio system has been upgraded and the new microphones are ready for use. Staff will briefly orientate the Board on the new system.

2) **Status Report on the Stormwater Management Pilot Program (6:45-7:30 p.m.)**

The Board previously awarded a contract to Gewalt Hamilton Associates to design berms and sub-surface restrictors for a pilot area of the Village, to test the recommended Village-wide program of using the public right-of-way for temporary stormwater storage. The Village's Stormwater Master Plan recommends the use of Village-owned rights-of-way throughout the Village for stormwater storage as the first step towards creating a stormwater management system capable of handling the 10-year rain event without sewers discharging into basements. Attached is a memorandum from the Assistant to the Public Works Director summarizing the work to date on the pilot program and direction the engineers are seeking to complete the design work.

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

MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Ashley Engelmann, Assistant to the Public Works Director

DATE: April 29, 2014

SUBJECT: Stormwater Pilot Area Update Cover Memorandum

Background:
On November 5, 2013 the Village Board approved an agreement with Gewalt Hamilton Associates, Inc. ("GHA") to design stormwater improvements in a pilot area identified by the Ad Hoc Sewer Committee. The recommended improvements include on-street surface storage utilizing submerged restrictors and on-street berms. The improvements are components of the Village's comprehensive Stormwater Management Plan (SMP) which encompasses the goal of undertaking storm water detention improvements which will allow the Village's combined sewer system to handle a 10-year rain event without discharging into basements. The pilot area selected is within the southeast corner of the Village bounded by Pratt from the north, McCormick to the east, Lincoln to the west and Devon to the south.

An informational meeting regarding the proposed pilot improvements is scheduled for May 15. Letters were sent to every resident and business within the pilot area.

Purpose:
To review the preliminary design results from GHA as well as discuss the design parameters for ponding.

Design Parameters:
During the design process GHA has utilized the ponding parameters recommended by the Ad Hoc Sewer Committee and endorsed by the Village Board previously. They are as follows:

- Use of sub-surface inlet restrictors
- Minimum restrictor opening size: 2 inches
- Max ponding depth at residential road center line: 6 inches
- Max ponding depth at commercial road center line: 3 inches
- Max ponding depth at residential road gutter: 9 inches
- Max ponding depth at commercial road gutter: 6 inches

- Max ponding width for residential road: Back of sidewalk
- Max ponding width for commercial road: Top of curb
- Max ponding duration (after rain stops) for residential roads: 120 minutes
- Max ponding duration (after rain stops) for commercial roads: 60 minutes

Design Status Update:

GHA has updated the AB&H Donahue & Associates model from a 1D to 2D model. Other information which has been added to the 2D model includes:

- Detailed topographic elevation data (LiDAR information collected via helicopter)
- The data set points have been intensified from a 15'x15' gird spacing to a 5'x5' gird spacing.
- All existing drainage structures and inlet pipes from lateral connections have been added to the model.
- Varying sizing of sub-surface restrictors have been analyzed, with 2" minimum sized modeled.
- Analysis of the tail water conditions has been added to the model.

All of the above items provide greater detail and more complex calculations and aid in refinement, accuracy and optimization of the proposed conditions and possible berm locations.

To date, GHA has run many simulations in the 2D model to ascertain the position of and to maximize the benefit of the berms in the Pilot study area. They will continue to run additional simulations over the next few weeks and then will present their final recommendations to the Village for the Pilot Study berm improvement project.

During the design phase and the multiple computer simulations, GHA has discovered that in some areas, in order to obtain maximum water storage benefit, 9 inches at the road gutter should be increased to 11 inches. By increasing to 11 inches in some areas the benefit to the entire pilot area will be improved.

Board Direction:

Staff is seeking comments regarding GHA's project status update as well as direction regarding modifying the depth at the road gutter from 9 inches to 11 inches where necessary.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., MAY 6, 2014

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – April 17, 2014

V. Warrant Approval

VI. Village President's Report

1. Presentation of the Vehicle Sticker Award

VII. Consent Agenda (If any one wishes to speak to any matter on the Consent Agenda, a Speaker's Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)

1. Approval of a Resolution Accepting the Village Board's Strategic Plan for 2014 – 2016 (Appears on the Consent Agenda Because it was Discussed at a Previous Committee of the Whole)

2. Approval of a Resolution to Award a Bid for the Purchase of 800 Tons of Bulk Rock Salt in the Amount of $60,688 to Cargill, Inc. (Appears on the Consent Agenda Because it is for the Lowest Qualified Bidder)

3. Approval of a Resolution Awarding a Bid for Sidewalk Replacement Services in the Amount of $4.18 Per Square Foot of Existing Sidewalk, $13.00 Per Linear Foot of Curb and $160.00 Per ADA Tile to Suburban Concrete (Appears on the Consent Agenda Because it is for the Lowest Qualified Bidder)

VIII. Regular Business

4. A Public Hearing Concerning a Proposed Amendment to the Lincoln-Touhy Tax Increment Finance (TIF) District

5. Consideration of an Ordinance Eliminating Certain Conditions Contained in Ordinance 95-2199 that Prohibits Parking along the Keystone Side of the Airoom Building at 6825 North Lincoln Avenue and in the Adjacent Keystone Avenue Right-Of-Way

6. Consideration of a Recommendation by the Plan Commission Regarding Certain Zoning Ordinance Text Amendments to Section 2.02 (Definitions), Table 4.01.1 (Permitted and Special Uses in All Zoning Districts), Section 4.07 (Additional Use Standards for Business and Office Districts), Section 4.08 (Additional Use Standards for M-B Light Manufacturing/Business District), and Table 7.10.01 (Off-Street Parking Schedule) of the Zoning Code all to Modify the Existing Definition of "Health Club or Private Recreation" and to add a Definition and Off-Street Parking Requirements for Firearms Shooting Range and to add Firearms Shooting Range as a Special Use in Certain Zoning Districts

7. Consideration of a Recommendation by the Plan Commission Regarding Various Zoning Ordinance Text Amendments and Off-Street Parking Requirements

IX. Manager's Report

IX. Board, Commission, and Committee Reports

X. Village Clerk's Report

XI. Trustee Reports

XII. Public Forum

XIII. Executive Session

An Executive Session is Requested to Discuss Land Acquisition

XIV. Adjournment

DATE POSTED: May 2, 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 17, 2014

Draft

Call to Order

Village President Gerald Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:50PM, Tuesday, April 17, 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 Cope, Klatzco, Leftakes, Patel, Spogis-Marohn, Elster
ABSENT: Trustee None
A quorum was present.

Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, 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.

Approval of Minutes

The minutes of the April 1, 2014 regular Village Board meeting had been distributed in advance and were examined. Trustee Sprogis-Marohn moved to approve the minutes, Trustee Elster seconded the motion. The motion passed by Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of $661,721.52, Trustee Elster seconded the motion.
Upon Roll Call by the Village Clerk the results were:
AYES: Trustees Klatzco, Elster, Leftakes. Cope, Sprogis-Marohn, Patel
NAYS: None The motion passed

Village President's Report

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

President Turry announced the appointment of Martina Keller to the Commission. Ms. Keller was previously a member and the chair of the Human Relations Commission.
The Board concurred.

2. Arbor Day

President Turry congratulated the Village on being named 2013 Tree City USA.

3. Drug Drop Off

President Turry announced that April 26 will be the day to go to the Metropolitan Water Reclamation Department (MWRD) at Howard and McCormick between 10AM and 2PM, drive in and drop off unused medications rather than disposing of them any other way.

4. **President Turry announced these upcoming meetings:**
   - Board of Fire and Police Commission Meeting- Tuesday, April 22 at 5PM,Village Hall Board Conference Room
   - Board of Fire and Police Commission Meeting-Wednesday, April 23 at 5PM Village Hall Board Conference Room
   - Police Pension Board Meeting – Thursday, April 24 at 7PM in Council Chambers
   - Parks and Recreation Board Meeting – Tuesday, April 29 at 7PM in Council Chambers
   - Village Board Meeting – Tuesday, May 6 at 7:30PM in Council Chambers
   Committee of the Whole will commence at 6:30

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

Consent Agenda

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**

2. **Approval of a Resolution Adopting the Strategic Master Technology Plan for Fiscal Year 2014-15**

3. **Approval of a Resolution Approving an Easement Agreement with the Metropolitan Water Reclamation District for the Maintenance of a Storm Sewer**

4. **Approval of an Ordinance Authorizing the Sale and Disposal of Personal Property Owned by the Village**

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**

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**

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**

Trustee Cope requested clarification of Item #7; which was provided.

Trustee Sprogis-Marohn moved to approve the Consent Agenda as presented. Trustee Leftakes seconded the motion.
Upon Roll Call the results were:
AYES: Trustees Sprogis-Marohn, Leftakes, Klatzco, Patel, Cope, Elster
NAYS: None The motion passed

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

This item was presented by Mr. Clarke with the use of a PowerPoint presentation.
The owner of Brickyard Bank addressed the Board.

Existing Zoning Code Text Provisions

*Presently new banks in Village are only permitted in the B2 Zoning District
*All existing banks not in the4 B2 Zoning District are considered legal non-conforming uses
*Legal Non-Conforming Uses cannot relocate or expand

Brickyard Bank - Nature of Text Amendment Request

*Bank currently located at 6676 Lincoln Avenue as a tenant
- Existing Location is within the Business Residential Transition Overlay Area of the B1 Zoning District

*Bank Desires to relocate to 6530 Lincoln Avenue, property currently owned by Bank
- Location is within the Business Residential Transition Overlay Area of the B1 Zoning District

*Bank Desires a text amendment to allow Bank relocation
*Bank currently determining whether to reuse existing building or construct new at 6530 Lincoln

Proposed Zoning Code Text Amendment

*Would Allow via Village Special Use Approval, Relocation of Existing Banks, Savings & Loans and Credit Unions within the Business Residential Transition Overlay of the B1 Zoning District
*Existing Banks, Savings & Loans and Credit Unions relocating within this specific overlay area would retain their legal Non-conforming Use status after relocation
*Proposed Amendment does not allow new banks
- Only pertains to existing banks now located in this specific overlay zone

Existing and proposed bank locations were exhibited on a map, as well as a photo of the current structure at 6530 Lincoln Avenue.

Proposed Map Amendment

*Property at 6530 Lincoln Avenue currently is bisected by the Zoning Boundary line between B1 (Business Residential Transition Overlay) and MB Light Manufacturing Business Zone
*Existing Zoning Map Boundary line Through Property
- Considered Longstanding Mapping Error
- Proposed Map Amendment would Correct Mapping Error and Include Entire Property Within the B1 Zone and the Business Residential Transition Overlay

Aerial views and additional maps were exhibited

Timelines

*Text Amendment Public Hearing
- May 7, 2014, 7PM before Plan Commission

*Map Amendment and Special Use Hearings
- Pending Adoption of Proposed Text Amendment
- Pending Bank Re-use/New Construction Determination

Public Hearing Referral

Intended to:

- To inform Village Board
- To allow Village Board members to provide early feedback to Petitioner on Proposed Amendments

Discussion and questions ensued.

Trustee Leftakes moved to refer the item to the Plan Commission, seconded by Trustee Cope. The motion passed with a Voice Vote.

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

Attorney Elrod provided clarification regarding this recommendation.

No action was taken at the Village Board Meeting of March 18, 2014.

The Board may still take action. It was determined that this item be placed properly on tonight's agenda.

Mr. Wiberg stated that he met with residents. He reported on concerns of residents as well as areas of agreement.

Request by Airoom for Amendment to an Ordinance Granting a Variation

Request is to Eliminate Certain Conditions Found in Section 2 of Ordinance No. 95-2199, which prohibit parking along Keystone Avenue

Aerial photographs were exhibited.

Background

1995 PCZBA Hearing Held on 3 Requests
*Building Height Variation
*Front-yard Setback Variation
*"additional parking along Keystone requiring use of Village Parkway"

1995 PCZBA Recommendations
*Deny Height Variation
*Reject Parking Request as shown on Exhibit K
*Recommend Front Yard Variation with Condition

- Install and maintain grass, trees, shrubs as directed by Building Commissioner on property east of building and on adjacent Keystone Parkway

Adopted Ordinance 95-2199

*Front Yard Setback approved subject to conditions

- "There shall be no parking along the Keystone side of the building on the subject property or in the Village right-of-way as presented on Exhibit K….or in any other manner whether or not submitted to the Village on any other plan".

- "In order to provide some screening of the new building and specifically due to the loss of front yard setback, the applicant shall install and maintain, solely at its own cost, grass, trees, shrubs and other landscaping on its own property to the east of its building and also on the Village parkway adjacent thereto along Keystone".

Since 1995

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

2014 Requested Action

*Remove Conditions related to Parking along Keystone

- Removal of Conditions would **NOT** approve any parking
- Approval of any Parkway Parking Requires Specific Action by Village Board with Deliberations by Traffic Commission
- Approval of any off-street parking (on subject property) along Keystone would require hearing before ZBA and approval of variation(s)

ZBA Public Hearing

*Held on February 19, 2014
*All Public Testimony Received against Airoom's Request

- 6 citizens testified orally
- 1 written letter received

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

Proposed overview sketches and aerial views were exhibited.

Trustee Patel moved to direct the Village Attorney to prepare an Ordinance to rescind the previous 1995 Ordinance, seconded by Trustee Sprogis-Marohn.

President Turry clarified the meaning of this motion. Trustee Elster requested additional clarification which was provided by Attorney Elrod.

The following persons addressed the Board:

- Resident Georgia Talaganis
- Resident April Van der Porten
- Business owner Mike Klein

A motion and a second remained open and not voted upon.
Upon Roll Call the Results were:
AYES: Trustees Patel, Sprogis-Mahron, Klatzco
NAYS: Trustees Leftakes, Elster, Cope

The tie vote resulted in President Turry's vote. President Turry voted AYE, which passed the approval of the Zoning Board recommendation.

10. Consideration of Business Points for a Potential Intergovernmental Agreement with School District #74, Lincolnwood Library District, and School District #219

This item was presented by Mr. Wiberg.

Trustee Klatzco recused himself for the duration of discussion of this item.

Devon-Lincoln TIF District – Proposed TIF District

1. All Incremental Tax Revenues Received After Cumulative Receipt of $20 Million During Life of TIF to be Declared Surplus and Distributed to Taxing Districts
2. TIF District Reduced to 15 Years in Length
3. If Residential Development in TIF Occurs, Increment Attributed to Residential Parcels to be Declared Surplus and Distributed to Taxing Districts

NEID TIF District – Existing TIF District

1. Amount of Funds Received by Village from Grants to Reimburse UP ROW Acquisition and Bike Path Construction Costs to be Declared Surplus and Distributed to Taxing Districts
2. 50% of all Tax Increment Revenue, Commencing with 2013 Taxes Paid in 2014, Shall be Declared Surplus and Distributed to Taxing Districts

Touhy-Lawndale TIF District – Existing TIF District

1. After Satisfaction of Existing Commitment to Lowe's, All Remaining Funds Collected Shall be Declared Surplus and Distributed to Taxing Districts

Lincoln-Touhy TIF District – Existing and Proposed for Expansion

1. In Event of Residential Component, Prorate Share of Tax Increment Attributed to Residential Parcel(s) and Declare that Amount Surplus and Distribute to Taxing Districts

Discussion ensued regarding the possibility of a Residential component being included in developments and the consideration given to the schools over and above state statutes.

If agreement can be reached on points of the Devon/Lincoln TIF the Joint Review Board (JRB) will reconvene and vote for approval of the Devon/Lincoln TIF.

Items for Review

Board responses in *italics*

*Devon/ Lincoln TIF

- All incremental Tax Revenues received after cumulative receipt of $20 million during life of TIF to be declared surplus and distributed to taxing districts –*Agreed, but dollar amount needs to be refined*
- TIF District reduced to 15 years in length – *Agreed, but length needs to be refined (Turry and Leftakes opposed)*
- If residential development in TIF occurs, increment attributed to residential parcels to be declared surplus and distributed to taxing districts - *Agreed, carve out residential from the Devon/Lincoln TIF Redevelopment Plan so that the JRB would have to be involved.*

*NEID TIF District

- Amount of funds received by Village from grants to reimburse UP ROW acquisition and bike path construction costs to be declared surplus and distributed to taxing districts – *Agreed*
- 50% of all Tax Increment Revenue commencing with 2013 taxes paid in 2014 shall be declared surplus and distributed to taxing district –*Do not include*

*Touhy/ Lawndale TIF

- After satisfaction of existing commitment to Lowe's, all remaining funds collected shall be declared surplus and distributed to taxing districts – *Agreed (Opposed by Cope)*

*Lincoln/Touhy TIF

- In event of residential component, prorate share of Tax Increment attributed to residential parcel(s) and declare that amount surplus and distribute to taxing districts – *Agreed, develop a payment formula to the SD if residential is created in the future in the TIF.*

The Village Attorney will draft the appropriate documents.

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

This item was presented by Ms. Engelmann.

A map of the proposed area was exhibited.

Mrs. Engelmann provided background information.

The State will pay 80% of the costs for these upgrades, the cost to the Village will be approximately $12,000.

Discussion ensued regarding timing of light countdown. There were concerns over pedestrians having time to get across intersections.

Mrs. Engelmann will look into extensions of timing.

Trustee Elster moved to approve the Agreement, seconded by Trustee Klatzco.
Upon Roll Call the Results were:
AYES: Trustees Elster, Klatzco, Sprogis-Marohn, Cope, Leftakes, Patel

President Turry sent good wishes to all who celebrate Easter, Eastern Orthodox Easter and Passover.

Manager's Report

Mr. Wiberg announced that Village offices would be closed tomorrow, April 18, for Good Friday. Offices will reopen on Monday, April 21.

Mr. Wiberg announced that the next Village Board Meeting will be Tuesday, May 6.

Board and Commissions Report
None

Village Clerk's Report
None

Trustees Report
Trustee Klatzco announced that there are three days left to submit nominees for the Human Relations Award.

Trustee Patel stated that the Plan Commission met to discuss TIF incentive requests

Public Forum
None

Adjournment to Executive Session

Trustee Patel moved to adjourn the Regular Meeting to Executive Session for the purpose of discussion of possible Land Acquisition at 9:35PM, seconded by Trustee Elster.

Upon Roll Call the Results were:
AYES: Trustees Patel, Elster, Cope, Klatzco, Sprogis-Marohn, Leftakes
NAYS: None The motion passed

Reconvention
President Turry reconvened the Regular Board Meeting at 9:51PM.

Adjournment
At 9:52 Trustee Sprogis-Marohn moved to adjourn the Regular Board Meeting, seconded by Trustee Leftakes.

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

Return to VB Agenda

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: May 2, 2014

The following are the totals for the List of Bills being presented at the May 6th Village Board meeting.

5/6/2014	167,709.73
5/6/2014	222,041.40
5/6/2014	343,864.55
5/6/2014	15,931.19
5/6/2014	90,046.27
5/6/2014	86,080.10
5/6/2014	297,710.39
Total	$ 1,223,383.63

Accounts Payable
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User: jmm
Printed: 04/16/2014 - 1:21 PM
Batch: 100-05-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
American First Aid Services											
AFAS INC											
144719	04/03/2014	10.38	0.00	05/06/2014	First Aid kit supplies		-			No	0000
101-350-512-5660	EMS supplies										
144719	04/03/2014	10.37	0.00	05/06/2014	First Aid kit supplies		-			No	0000
101-220-512-5799	Other materials & supplies										
	144719 Total:	20.75									
	AFAS INC Total:	20.75									
	American First Aid Services Total:	20.75									
Bell Fuels, Inc.											
BELLFUEL											
204869	04/01/2014	593.29	0.00	05/06/2014	Fuel for Village generator		-			No	0000
101-350-512-5670	Fuel										
	204869 Total:	593.29									
	BELLFUEL Total:	593.29									
	Bell Fuels, Inc. Total:	593.29									
Canon Solutions America, Inc											
CANONSOL											
988202408	04/01/2014	207.87	0.00	05/06/2014	Maintenance for copies - April		-			No	0000
101-210-511-5440	R&M - office equipment										
	988202408 Total:	207.87									
	CANONSOL Total:	207.87									
	Canon Solutions America, Inc Total:	207.87									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
City of Chicago Dept of Water											
CTYOFCHI											
430883-430883	04/09/2014	83,625.60	0.00	05/06/2014	Water - 2/11/14 thru 3/14/14		-			No	0000
660-620-519-5790	Water purchases										
	430883-430883 Total:	83,625.60									
430884-430884	04/09/2014	72,936.80	0.00	05/06/2014	Water - 2/11/14 thru 3/14/14		-			No	0000
660-620-519-5790	Water purchases										
	430884-430884 Total:	72,936.80									
	CTYOFCHI Total:	156,562.40									
	City of Chicago Dept of Water Total:	156,562.40									
Comcast Cable											
COMCA											
COM04112014	04/11/2014	219.90	0.00	05/06/2014	Internet service for Village Hall-April		-			No	0000
101-250-511-5580	Telephone										
COM04112014	04/11/2014	94.85	0.00	05/06/2014	Internet service for Pump House-April		-			No	0000
660-610-519-5580	Telephone										
COM04112014	04/11/2014	244.85	0.00	05/06/2014	Internet service for Village Hall-April		-			No	0000
101-250-511-5580	Telephone										
	COM04112014 Total:	559.60									
	COMCA Total:	559.60									
	Comcast Cable Total:	559.60									
Commonwealth Edison											
COMED											
0592075011	03/31/2014	2,247.80	0.00	05/06/2014	Street Lighting - 2/28/14-3/31/14		-			No	0000
101-440-513-5785	Utilities - public way										
	0592075011 Total:	2,247.80									
2028043041	04/09/2014	4,121.59	0.00	05/06/2014	Street Lighting - 3/11/14-4/9/14		-			No	0000
101-440-513-5785	Utilities - public way										
	2028043041 Total:	4,121.59									
57221-35010	04/10/2014	105.96	0.00	05/06/2014	Street Lighting - 3/11/14-4/9/14		-			No	0000
101-440-513-5785	Utilities - public way										
	57221-35010 Total:	105.96									
	COMED Total:	6,475.35									
	Commonwealth Edison Total:	6,475.35									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Sam's Club											
SAMSCL											
2241	03/27/2014	141.51	0.00	05/06/2014	April Club Kid snack		-			No	0000
205-520-515-5645	Concessions & food										
	2241 Total:	141.51									
	SAMSCL Total:	141.51									
	Sam's Club Total:	141.51									
Trim Tex											
TRIMTEX											
04082014	04/08/2014	1,863.12	0.00	05/06/2014	Refund - Plat of consolidation		-			No	0000
101-000-210-2620	Contractor bonds payable										
	04082014 Total:	1,863.12									
	TRIMTEX Total:	1,863.12									
	Trim Tex Total:	1,863.12									
United States Postal Service											
USPOSTAL											
PB04102014	04/10/2014	2.36	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04102014	04/10/2014	6.14	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04102014	04/10/2014	30.50	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04102014	04/10/2014	10.77	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04102014	04/10/2014	2.88	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
205-500-515-5720	Postage										
PB04102014	04/10/2014	2.09	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04102014	04/10/2014	645.33	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
660-610-519-5720	Postage										
	PB04102014 Total:	700.07									
PB4142014	04/14/2014	7.62	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB4142014	04/14/2014	32.48	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB4142014	04/14/2014	8.37	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
PB4142014	04/14/2014	79.54	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
205-500-515-5720	Postage										
PB4142014	04/14/2014	16.91	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB4142014	04/14/2014	440.37	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB4142014	04/14/2014	0.48	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
660-610-519-5720	Postage										
	PB4142014 Total:	585.77									
	USPOSTAL Total:	1,285.84									
	United States Postal Service Total:	1,285.84									
	Report Total:	167,709.73									

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User: jmm
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Batch: 101-05-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Airgas											
AIRGAS											
9917859151	03/31/2014	144.90	0.00	05/06/2014	Oxygen cylinders for ambulances		-			No	0000
101-350-512-5660	EMS supplies										
	9917859151 Total:	144.90									
	AIRGAS Total:	144.90									
	Airgas Total:	144.90									
Al's Cycle Shop											
ALCYCLES											
331070	03/24/2014	169.95	0.00	05/06/2014	Park Patrol bike repairs		-			No	0000
205-508-515-5730	Program supplies										
	331070 Total:	169.95									
331071	03/24/2014	71.99	0.00	05/06/2014	Park Patrol bike repairs		-			No	0000
205-508-515-5730	Program supplies										
	331071 Total:	71.99									
	ALCYCLES Total:	241.94									
	Al's Cycle Shop Total:	241.94									
Allen Visual System											
ALLEN											
11677	04/08/2014	2,468.00	0.00	05/06/2014	Deposit - Wireless mikes & audio system		-			No	0000
101-250-511-6530	Equipment - data processing										
	11677 Total:	2,468.00									
	ALLEN Total:	2,468.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Allen Visual System Total:	2,468.00									
American Traffic Solutions											
ATS											
INV00015444	03/31/2014	4,853.33	0.00	05/06/2014	Automated Traffic Safety Program - March		-			No	0000
101-300-512-5599	Other contractual										
	INV00015444 Total:	4,853.33									
	ATS Total:	4,853.33									
	American Traffic Solutions Total:	4,853.33									
Bound Tree Medical, LLC											
BOUND											
81394398	04/08/2014	168.80	0.00	05/06/2014	Thermometers, BP cuffs, test strips		-			No	0000
101-350-512-5660	EMS supplies										
	81394398 Total:	168.80									
	BOUND Total:	168.80									
	Bound Tree Medical, LLC Total:	168.80									
Canon Solutions America											
CANN											
4012497744	04/01/2014	36.30	0.00	05/06/2014	Maintenance Copier - April		-			No	0000
101-210-511-5440	R&M - office equipment										
	4012497744 Total:	36.30									
4012536313	04/01/2014	26.68	0.00	05/06/2014	Copier Usage fee - March		-			No	0000
101-210-511-5440	R&M - office equipment										
	4012536313 Total:	26.68									
	CANN Total:	62.98									
	Canon Solutions America Total:	62.98									
Cassidy Tire											
CASSIDYT											
3181789	04/05/2014	55.00	0.00	05/06/2014	Wheel Alignment - Crown Victoria		-			No	0000
101-300-512-5480	R&M - vehicles										
	3181789 Total:	55.00									
	CASSIDYT Total:	55.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Cassidy Tire Total:	55.00									
Chicago Metropolitan Fire Prev											
CHGOMETR											
75027	03/28/2014	740.00	0.00	05/06/2014	March wireless radio network billing		-			No	0000
101-350-512-5411	R&M- Wireless Alarm Equipment										
	75027 Total:	740.00									
	CHGOMETR Total:	740.00									
	Chicago Metropolitan Fire Prev Total:	740.00									
Christensen Animal Hospital											
CHRISTAH											
CAH040714	04/07/2014	129.00	0.00	05/06/2014	Animal impound fees		-			No	0000
101-300-512-5210	Animal control										
	CAH040714 Total:	129.00									
	CHRISTAH Total:	129.00									
	Christensen Animal Hospital Total:	129.00									
ClientFirst Consulting Group,											
CLIENTFI											
4062	03/31/2014	4,891.34	0.00	05/06/2014	IT Support FY2014		-			No	0000
101-250-511-5320	Consulting										
	4062 Total:	4,891.34									
4063	03/31/2014	255.00	0.00	05/06/2014	Email Archive Appliance FY 2014		-			No	0000
101-250-511-6530	Equipment - data processing										
	4063 Total:	255.00									
4064	03/31/2014	1,833.75	0.00	05/06/2014	Log Consolidation Server FY 2014		-			No	0000
660-620-519-5730	Program supplies										
	4064 Total:	1,833.75									
4065	03/31/2014	2,572.50	0.00	05/06/2014	Public Works Projects		-			No	0000
660-620-519-5730	Program supplies										
	4065 Total:	2,572.50									
4066	03/31/2014	440.00	0.00	05/06/2014	Springbrook IT Assistance FY 2014		-			No	0000
660-610-519-5330	Data processing										
	4066 Total:	440.00									
4069	03/31/2014	172.50	0.00	05/06/2014	IT Strategy Planning FY 2014		-			No	0000
101-250-511-5320	Consulting										
	4069 Total:	172.50									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
4070	03/31/2014	1,580.00	0.00	05/06/2014	Wireless in Village Buildings FY 2014		-			No	0000
660-620-519-5730	Program supplies										
	4070 Total:	1,580.00									
4097	03/31/2014	862.50	0.00	05/06/2014	Non-Resident Pool Pass		-			No	0000
205-560-515-5640	Computer supplies										
	4097 Total:	862.50									
	CLIENTFI Total:	12,607.59									
	ClientFirst Consulting Group, Total:	12,607.59									
Dell Marketing, L.P											
DELLMARK											
XJC241WJ3	02/06/2014	4,117.46	0.00	05/06/2014	Replacement Computers for 911 Center		-			No	0000
215-000-512-6530	Equipment - data processing										
	XJC241WJ3 Total:	4,117.46									
	DELLMARK Total:	4,117.46									
	Dell Marketing, L.P Total:	4,117.46									
Gateway EDI											
GATEWAY											
7108041400	04/01/2014	150.12	0.00	05/06/2014	Claims transaction fee for ambulance inv		-			No	0000
101-000-410-4315	Ambulance & EMS fees										
	7108041400 Total:	150.12									
	GATEWAY Total:	150.12									
	Gateway EDI Total:	150.12									
Got Laundry Chicago?, Inc.											
GOTLAUND											
25-0647	03/18/2014	6.00	0.00	05/06/2014	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	25-0647 Total:	6.00									
25-0972	03/25/2014	12.00	0.00	05/06/2014	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	25-0972 Total:	12.00									
25-1657	04/03/2014	24.00	0.00	05/06/2014	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	25-1657 Total:	24.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
25-1847	04/08/2014	12.00	0.00	05/06/2014	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	25-1847 Total:	12.00									
	GOTLAUND Total:	54.00									
	Got Laundry Chicago?, Inc. Total:	54.00									
Grainger											
GRAINGER											
9405286122	04/02/2014	190.80	0.00	05/06/2014	Valve for concession stand		-			No	0000
205-563-515-5405	Repairs and Maint. Building										
	9405286122 Total:	190.80									
	GRAINGER Total:	190.80									
	Grainger Total:	190.80									
Groot Recycling & Waste Servic											
GROOT											
10010119	03/31/2014	343.76	0.00	05/06/2014	22280-002 - Public Works		-			No	0000
101-440-514-5230	Garbage & recycling										
	10010119 Total:	343.76									
10010191	04/01/2014	52,454.46	0.00	05/06/2014	1229-001 - Community pick up		-			No	0000
101-440-514-5230	Garbage & recycling										
	10010191 Total:	52,454.46									
10010192	04/01/2014	670.07	0.00	05/06/2014	1230-001 - School District 74		-			No	0000
101-440-514-5230	Garbage & recycling										
	10010192 Total:	670.07									
10058191	03/31/2014	1,825.70	0.00	05/06/2014	22280-001 - Public Works		-			No	0000
101-440-514-5230	Garbage & recycling										
	10058191 Total:	1,825.70									
10072640	04/01/2014	2,866.72	0.00	05/06/2014	1231-001 - Multi family pick up		-			No	0000
101-440-514-5230	Garbage & recycling										
	10072640 Total:	2,866.72									
	GROOT Total:	58,160.71									
	Groot Recycling & Waste Servic Total:	58,160.71									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Halogen											
HALOGEN											
448408	04/01/2014	1,246.28	0.00	05/06/2014	Parts for pool bathroom		-			No	0000
205-560-515-5405	R&M - buildings										
	448408 Total:	1,246.28									
448592	04/07/2014	1,474.00	0.00	05/06/2014	Probes for pool		-			No	0000
205-560-515-5499	R&M - other										
	448592 Total:	1,474.00									
448646	04/07/2014	159.60	0.00	05/06/2014	Filter element for pool		-			No	0000
205-560-515-5499	R&M - other										
	448646 Total:	159.60									
	HALOGEN Total:	2,879.88									
	Halogen Total:	2,879.88									
I/O Solutions, inc.											
IOSOLUTI											
C31447A	04/07/2014	2,622.00	0.00	05/06/2014	Entry Level Police Exam		-			No	0000
101-130-511-5730	Program supplies										
	C31447A Total:	2,622.00									
	IOSOLUTI Total:	2,622.00									
	I/O Solutions, inc. Total:	2,622.00									
IRMA											
IRMA											
SALES0013186	03/31/2014	6,807.44	0.00	05/06/2014	March Monthly Deductible		-			No	0000
101-210-511-5260	Liability insurance										
	SALES0013186 Total:	6,807.44									
SALES0013224	03/31/2014	3,017.46	0.00	05/06/2014	March Optionable Deductible		-			No	0000
101-210-511-5260	Liability insurance										
	SALES0013224 Total:	3,017.46									
	IRMA Total:	9,824.90									
	IRMA Total:	9,824.90									
John Sakash Co., Inc.											
JOHNSAKA											
315325	04/04/2014	409.75	0.00	05/06/2014	Hoist inspection and repairs		-			No	0000
101-350-512-5499	R&M - other										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	315325 Total:	409.75									
	JOHNSAKA Total:	409.75									
	John Sakash Co., Inc. Total:	409.75									
Kane McKenna & Associates											
KANEMKEN											
12282	03/31/2014	2,387.50	0.00	05/06/2014	Lincoln Touhy TIF - #5 Billing - March		-			No	0000
219-000-511-5320	Consulting										
	12282 Total:	2,387.50									
12283	03/31/2014	3,700.00	0.00	05/06/2014	Review of Incentive Request - Payment #3		-			No	0000
101-240-517-5399	Other professional services										
	12283 Total:	3,700.00									
	KANEMKEN Total:	6,087.50									
	Kane McKenna & Associates Total:	6,087.50									
Lauria Justin											
LAURIAJ											
REIM041014JLA	04/10/2014	12.04	0.00	05/06/2014	Reimbursement - Personal Auto		-			No	0000
101-300-512-5820	Local mileage, parking & tolls										
	REIM041014JLA Total:	12.04									
REIM041014JLM	04/10/2014	30.00	0.00	05/06/2014	Reimbursement - Meals		-			No	0000
101-300-512-5840	Meals										
	REIM041014JLM Total:	30.00									
	LAURIAJ Total:	42.04									
	Lauria Justin Total:	42.04									
Menitoff Dan											
MENITOFF											
04092014	04/09/2014	25.00	0.00	05/06/2014	Refund - Little Lincolns		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04092014 Total:	25.00									
	MENITOFF Total:	25.00									
	Menitoff Dan Total:	25.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Mundt Regina											
MUNDT											
#002	04/08/2014	480.00	0.00	05/06/2014	Senior exercise - Dec thru Mar		-			No	0000
205-570-515-5270	Purchased program services										
	#002 Total:	480.00									
	MUNDT Total:	480.00									
	Mundt Regina Total:	480.00									
NAEMSE											
NAEMSE											
04082014	04/08/2014	90.00	0.00	05/06/2014	Membership - Fire Fighter		-			No	0000
101-350-512-5570	Professional associations										
	04082014 Total:	90.00									
	NAEMSE Total:	90.00									
	NAEMSE Total:	90.00									
Nicor Gas											
NICOR											
1436840000	04/11/2014	720.08	0.00	05/06/2014	Natural Gas- Community Ctr - 3/11-4/9		-			No	0000
205-430-515-5780	Utilities - government buildin										
	1436840000 Total:	720.08									
3017240000	04/11/2014	3,141.91	0.00	05/06/2014	Natural Gas- Public Services - 3/11-4/9		-			No	0000
101-420-511-5780	Utilities - government buildin										
	3017240000 Total:	3,141.91									
5202340000	04/11/2014	1,037.32	0.00	05/06/2014	Natural Gas- Village Hall - 3/11-4/9		-			No	0000
101-420-511-5780	Utilities - government buildin										
	5202340000 Total:	1,037.32									
6202340000	04/11/2014	2,318.26	0.00	05/06/2014	Natural Gas- Public Safety - 3/11-4/9		-			No	0000
101-420-511-5780	Utilities - government buildin										
	6202340000 Total:	2,318.26									
	NICOR Total:	7,217.57									
	Nicor Gas Total:	7,217.57									
North Suburban Employee Benefi											
NSEBENEF											
Mar-14	04/08/2014	65,391.00	0.00	05/06/2014	Employee Health Insurance - March 14		-			No	0000
102-000-210-2027	Health insurance premium withh										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Mar-14 Total:	65,391.00									
	NSEBENEF Total:	65,391.00									
	North Suburban Employee Benefi Total:	65,391.00									
Northern Illinois University-G											
NIUG											
PRI4011	04/10/2014	1,056.00	0.00	05/06/2014	Student Intern - Community Develop		-			No	0000
101-240-517-5399	Other professional services										
	PRI4011 Total:	1,056.00									
	NIUG Total:	1,056.00									
	Northern Illinois University-G Total:	1,056.00									
Northwest Police Academy											
NWPDACAD											
NWPA041014	04/11/2014	75.00	0.00	05/06/2014	Training Seminar - Law Update		-			No	0000
101-300-512-5590	Training										
	NWPA041014 Total:	75.00									
	NWPDACAD Total:	75.00									
	Northwest Police Academy Total:	75.00									
Orion											
ORION											
00233087	04/09/2014	352.56	0.00	05/06/2014	Flares for Traffic Control		-			No	0000
101-300-512-5730	Program supplies										
	00233087 Total:	352.56									
	ORION Total:	352.56									
	Orion Total:	352.56									
Partyka Julie											
PARTYKA											
04102014	04/10/2014	712.00	0.00	05/06/2014	Refund - Classes		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04102014 Total:	712.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	PARTYKA Total:	712.00									
	Partyka Julie Total:	712.00									
Robbins, Salomon & Patt, LTD											
RS&PLTD											
174942	04/09/2014	1,050.00	0.00	05/06/2014	Municipal Prosecution/Traffic - March		-			No	0000
101-230-511-5399	Other professional services										
	174942 Total:	1,050.00									
174943	04/09/2014	802.50	0.00	05/06/2014	Adjudicative Hearings - March		-			No	0000
101-230-511-5399	Other professional services										
	174943 Total:	802.50									
174944	04/09/2014	150.00	0.00	05/06/2014	Residnt vs. Lincolnwood		-			No	0000
101-230-511-5399	Other professional services										
	174944 Total:	150.00									
	RS&PLTD Total:	2,002.50									
	Robbins, Salomon & Patt, LTD Total:	2,002.50									
Rock Adolf											
ROCKA											
UTR2013AR	04/14/2014	16.85	0.00	05/06/2014	2013 Utility Tax Rebate		-			No	0000
101-000-410-4050	Utility tax - electric										
UTR2013AR	04/14/2014	26.73	0.00	05/06/2014	2013 Utility Tax Rebate		-			No	0000
101-000-410-4055	Utility tax - natural gas										
UTR2013AR	04/14/2014	13.54	0.00	05/06/2014	2013 Utility Tax Rebate		-			No	0000
101-000-410-4060	Telecommunications tax										
	UTR2013AR Total:	57.12									
	ROCKA Total:	57.12									
	Rock Adolf Total:	57.12									
Soni Urmila											
SONIU											
04092014	04/09/2014	342.00	0.00	05/06/2014	Refund - Community Center rental		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04092014 Total:	342.00									
	SONIU Total:	342.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Soni Urmila Total:	342.00									
Springbrook Software Inc											
SPRINGBR											
INV27946	04/15/2014	1,687.50	1.00	05/06/2014	Inventory Control Services - Final		-		00000520	No	0001
101-250-511-5330	Data processing										
INV27946	04/15/2014	1,350.00	1.00	05/06/2014	GIS Services - Final		-		00000520	No	0002
101-250-511-5330	Data processing										
INV27946	04/15/2014	3,560.00	1.00	05/06/2014	Progress to SQL conversion - Final		-		00000520	No	0003
101-250-511-5330	Data processing										
INV27946	04/15/2014	3,712.50	1.00	05/06/2014	Migration Services - Final		-		00000520	No	0004
101-250-511-5330	Data processing										
INV27946	04/15/2014	1,687.50	1.00	05/06/2014	Inventory Control Services - Final		-		00000520	No	0005
660-610-519-5330	Data processing										
INV27946	04/15/2014	1,350.00	1.00	05/06/2014	GIS Services - Final		-		00000520	No	0006
660-610-519-5330	Data processing										
INV27946	04/15/2014	3,560.00	1.00	05/06/2014	Progress to SQL conversion - Final		-		00000520	No	0007
660-610-519-5330	Data processing										
INV27946	04/15/2014	3,712.50	1.00	05/06/2014	Migration Services - Final		-		00000520	No	0008
660-610-519-5330	Data processing										
	INV27946 Total:	20,620.00									
SO1364	07/23/2014	7,317.50	0.00	05/06/2014	Migration services - Final Payment		-			No	0000
101-250-511-5330	Data processing										
SO1364	07/23/2014	7,317.50	0.00	05/06/2014	Migration services - Final Payment		-			No	0000
660-610-519-5330	Data processing										
	SO1364 Total:	14,635.00									
	SPRINGBR Total:	35,255.00									
	Springbrook Software Inc Total:	35,255.00									
TKB Associates, Inc.											
TKB											
10787	04/03/2014	1,052.00	0.00	05/06/2014	LSAP renewal for Laserfiche		-			No	0000
101-250-511-5340	Maintenance Agreement Expense										
10787	04/03/2014	1,000.00	0.00	05/06/2014	LSAP renewal for Laserfiche		-			No	0000
660-610-519-5340	Maintenance Agreement Expense										
	10787 Total:	2,052.00									
	TKB Total:	2,052.00									
	TKB Associates, Inc. Total:	2,052.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Trans Union Corp											
TRANSU											
03400715	03/25/2014	35.00	0.00	05/06/2014	Monthly Subscription fee - 2/26-3/25		-			No	0000
101-300-512-5399	Other professional services										
	03400715 Total:	35.00									
	TRANSU Total:	35.00									
	Trans Union Corp Total:	35.00									
West Payment Center											
WESTPAY											
829331222	04/01/2014	187.00	0.00	05/06/2014	CLEAR Plus Subscription Fee		-			No	0000
101-300-512-5399	Other professional services										
	829331222 Total:	187.00									
	WESTPAY Total:	187.00									
	West Payment Center Total:	187.00									
Worldpoint ECC											
WORLDPOI											
5406584	04/10/2014	570.00	0.00	05/06/2014	Peds Electrodes		-			No	0000
101-350-512-5730	Program supplies										
	5406584 Total:	570.00									
5406585	04/07/2014	95.00	0.00	05/06/2014	Peds Electrodes		-			No	0000
101-350-512-5730	Program supplies										
5406585	04/07/2014	35.95	0.00	05/06/2014	Shipping		-			No	0000
101-350-512-5730	Program supplies										
	5406585 Total:	130.95									
	WORLDPOI Total:	700.95									
	Worldpoint ECC Total:	700.95									
	Report Total:	222,041.40									

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Accounts Payable
To Be Paid Proof List

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User: jmm
Printed: 04/29/2014 - 1:43 PM
Batch: 102-05-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
American Express											
AMEREXP											
31133032714	03/27/2014	184.90	0.00	05/06/2014	Web filter renewal subscription	-				No	0000
101-300-512-5730	Program supplies										
	31133032714 Total:	184.90									
35142040114	04/01/2014	428.00	0.00	05/06/2014	WNBA Tickets for camp	-				No	0000
205-530-515-5270	Purchased program services										
35142040114	04/01/2014	50.00	0.00	05/06/2014	Lake Tour deposit for camp	-				No	0000
205-530-515-5270	Purchased program services										
	35142040114 Total:	478.00									
35142040214	04/02/2014	3,000.00	0.00	05/06/2014	Hosting for non resident pool	-				No	0000
205-560-515-5640	Computer supplies										
35142040214	04/02/2014	270.00	0.00	05/06/2014	Legoland for camp	-				No	0000
205-530-515-5270	Purchased program services										
35142040214	04/02/2014	540.00	0.00	05/06/2014	Elk Grove trip for camp	-				No	0000
205-530-515-5270	Purchased program services										
	35142040214 Total:	3,810.00									
35142040714	04/07/2014	250.00	0.00	05/06/2014	Tall ship for camp	-				No	0000
205-530-515-5270	Purchased program services										
	35142040714 Total:	250.00									
35142040814	04/08/2014	1,990.00	0.00	05/06/2014	Tracking for non resident pool pass	-				No	0000
205-560-515-5640	Computer supplies										
35142040814	04/08/2014	272.00	0.00	05/06/2014	Trip to performing arts for camp	-				No	0000
205-530-515-5270	Purchased program services										
	35142040814 Total:	2,262.00									
	AMEREXP Total:	6,984.90									
	American Express Total:	6,984.90									
American Planning Association											
AMERPLNA											
013539-1422	03/18/2014	600.00	0.00	05/06/2014	Annual Membership for Director	-				No	0000
101-240-517-5570	Professional associations										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	013539-1422 Total:	600.00									
	AMERPLNA Total:	600.00									
	American Planning Association Total:	600.00									
Bank of New York Mellon											
BANKNY											
VILLIN04	04/02/2014	11,040.00	0.00	05/06/2014	Bond Debt Service - Interest Refunding		-			No	0000
330-000-574-7572	Interest - 2004 GO Ref bonds										
	VILLIN04 Total:	11,040.00									
	BANKNY Total:	11,040.00									
	Bank of New York Mellon Total:	11,040.00									
Business Only Broadband											
BUSONLY											
47081	05/01/2014	250.00	0.00	05/06/2014	Back up Connection - Internet Access		-			No	0000
101-250-511-5580	Telephone										
	47081 Total:	250.00									
	BUSONLY Total:	250.00									
	Business Only Broadband Total:	250.00									
Chicago Communications, LLC											
CHGOCOMM											
259102	04/02/2014	24.03	0.00	05/06/2014	C.C.S. Maintenance - May 2014		-			No	0000
101-400-511-5410	R&M - communications equipment										
259102	04/02/2014	27.06	0.00	05/06/2014	C.C.S. Maintenance - May 2014		-			No	0000
101-410-511-5410	R&M - communications equipment										
259102	04/02/2014	34.59	0.00	05/06/2014	C.C.S. Maintenance - May 2014		-			No	0000
205-430-515-5410	R&M - communications equipment										
259102	04/02/2014	39.59	0.00	05/06/2014	C.C.S. Maintenance - May 2014		-			No	0000
660-620-519-5410	R&M - communications equipment										
259102	04/02/2014	50.08	0.00	05/06/2014	C.C.S. Maintenance - May 2014		-			No	0000
101-440-513-5410	R&M - communications equipment										
	259102 Total:	175.35									
259113	04/02/2014	787.65	0.00	05/06/2014	Monthly Radio maint. charge - May 2014		-			No	0000
101-300-512-5410	R&M - communications equipment										
	259113 Total:	787.65									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	CHGOCOMM Total:	963.00									
	Chicago Communications, LLC Total:	963.00									
Congress For The New Urbanism											
CONGRESS											
04232014	04/23/2014	125.00	0.00	05/06/2014	Annual membership		-			No	0000
101-240-517-5570	Professional associations										
	04232014 Total:	125.00									
	CONGRESS Total:	125.00									
	Congress For The New Urbanism Total:	125.00									
FIA Card Services											
FIACARD											
0923040114	04/01/2014	100.00	0.00	05/06/2014	Wheeling Park District - Camp Trip		-			No	0000
205-530-515-5720	Postage										
0923040114	04/01/2014	25.00	0.00	05/06/2014	Craigslist - Coordinator posting		-			No	0000
205-530-515-5599	Other contractual										
0923040114	04/01/2014	50.00	0.00	05/06/2014	Bensenville Park District - Camp Trip		-			No	0000
205-530-515-5720	Postage										
0923040114	04/01/2014	150.00	0.00	05/06/2014	Pump It Up - Camp Trip		-			No	0000
205-530-515-5270	Purchased program services										
0923040114	04/01/2014	150.00	0.00	05/06/2014	Pump It Up - Camp Trip		-			No	0000
205-530-515-5270	Purchased program services										
	0923040114 Total:	475.00									
0923040214	04/02/2014	50.00	0.00	05/06/2014	Vertical Endeavors - Camp Trip		-			No	0000
205-530-515-5270	Purchased program services										
	0923040214 Total:	50.00									
	FIACARD Total:	525.00									
	FIA Card Services Total:	525.00									
HMO Healthcare Service Corpora											
HMO											
04162014	04/16/2014	28,550.95	0.00	05/06/2014	Employee Health Insurance - May 2014		-			No	0000
102-000-210-2027	Health insurance premium withh										
	04162014 Total:	28,550.95									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	HMO Total:	28,550.95									
HMO Healthcare Service Corpora Total:		28,550.95									
Illinois Environmental Protect											
ILLINOI											
IEPA#11	04/11/2014	132,579.44	0.00	05/06/2014	IEPA Water Loan payment #11/Principal		-			No	0000
660-000-573-7380	Loan Principal Payments										
IEPA#11	04/11/2014	57,498.67	0.00	05/06/2014	IEPA Water Loan payment #11/ Interest		-			No	0000
660-000-573-7380	Loan Principal Payments										
	IEPA#11 Total:	190,078.11									
	ILLINOI Total:	190,078.11									
Illinois Environmental Protect Total:		190,078.11									
Illinois State Police-Bureau o											
ILSTPOL											
04142014	04/14/2014	3,000.00	0.00	05/06/2014	Background check		-			No	0000
101-200-511-5599	Other contractual										
	04142014 Total:	3,000.00									
	ILSTPOL Total:	3,000.00									
Illinois State Police-Bureau o Total:		3,000.00									
Intl Assoc of Fire Chiefs											
IAFC											
84758	04/07/2014	259.00	0.00	05/06/2014	Membership dues		-			No	0000
101-350-512-5570	Professional associations										
	84758 Total:	259.00									
	IAFC Total:	259.00									
Intl Assoc of Fire Chiefs Total:		259.00									
IPELRA											
IPELRA											
04092014	04/09/2014	380.00	0.00	05/06/2014	Training for Public Works		-			No	0000
101-440-513-5590	Training										
04092014	04/09/2014	95.00	0.00	05/06/2014	Training for Community Development		-			No	0000
101-240-517-5590	Training										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	04092014 Total:	475.00									
	IPELRA Total:	475.00									
	IPELRA Total:	475.00									
JEMS											
JEMS											
672365012	04/24/2014	44.00	0.00	05/06/2014	Annual Subscription		-			No	0000
101-350-512-5620	Books & publications										
	672365012 Total:	44.00									
	JEMS Total:	44.00									
	JEMS Total:	44.00									
LeadsOnline LLC											
LEADS											
227301	03/01/2014	2,238.00	0.00	05/06/2014	Annual Subscription Fee - Investigation		-			No	0000
101-300-512-5399	Other professional services										
	227301 Total:	2,238.00									
	LEADS Total:	2,238.00									
	LeadsOnline LLC Total:	2,238.00									
Light Opera Works											
LIGHT											
6614	05/19/2014	312.00	0.00	05/06/2014	Tickets for Senior Trip		-			No	0000
205-570-515-5270	Purchased program services										
	6614 Total:	312.00									
	LIGHT Total:	312.00									
	Light Opera Works Total:	312.00									
Lowe's Business Acc/GECF											
LOWES											
1061	03/25/2014	53.01	0.00	05/06/2014	Valves for shelter faucet		-			No	0000
205-560-515-5405	R&M - buildings										
	1061 Total:	53.01									
1089	03/26/2014	11.34	0.00	05/06/2014	Door stops for Community Center		-			No	0000
205-571-515-5405	R & M Building										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	1089 Total:	11.34									
2178	03/24/2014	144.40	0.00	05/06/2014	Paint for concession stand		-			No	0000
205-563-515-5405	Repairs and Maint. Building										
	2178 Total:	144.40									
2186	03/24/2014	5.68	0.00	05/06/2014	Paint trays		-			No	0000
205-563-515-5405	Repairs and Maint. Building										
	2186 Total:	5.68									
2231	03/26/2014	19.90	0.00	05/06/2014	Pipes for shelter faucet		-			No	0000
205-560-515-5405	R&M - buildings										
	2231 Total:	19.90									
2299	03/26/2014	30.76	0.00	05/06/2014	Pipes for shelter faucet		-			No	0000
205-560-515-5405	R&M - buildings										
	2299 Total:	30.76									
2367	03/27/2014	31.16	0.00	05/06/2014	Elbows, couplings, unions for shelter		-			No	0000
205-560-515-5405	R&M - buildings										
	2367 Total:	31.16									
2696	04/01/2014	11.12	0.00	05/06/2014	Batteries for Community Center		-			No	0000
205-571-515-5405	R & M Building										
2696	04/01/2014	-11.12	0.00	05/06/2014	Return batteries		-			No	0000
205-571-515-5405	R & M Building										
	2696 Total:	0.00									
2698	04/01/2014	10.20	0.00	05/06/2014	Batteries for Community Center		-			No	0000
205-571-515-5405	R & M Building										
	2698 Total:	10.20									
2722	04/01/2014	71.75	0.00	05/06/2014	Plumbing for pool		-			No	0000
205-560-515-5740	Repair parts										
	2722 Total:	71.75									
2728	04/01/2014	52.81	0.00	05/06/2014	Plumbing for pool		-			No	0000
205-560-515-5740	Repair parts										
2728	04/01/2014	-52.81	0.00	05/06/2014	Return		-			No	0000
205-560-515-5740	Repair parts										
2728	04/01/2014	48.45	0.00	05/06/2014	Plumbing for pool		-			No	0000
205-560-515-5740	Repair parts										
	2728 Total:	48.45									
2834	04/02/2014	130.84	0.00	05/06/2014	Valves for Concession stand		-			No	0000
205-563-515-5405	Repairs and Maint. Building										
2834	04/02/2014	208.81	0.00	05/06/2014	Plumbing for Concession stand		-			No	0000
205-563-515-5405	Repairs and Maint. Building										
	2834 Total:	339.65									
2909	04/03/2014	19.63	0.00	05/06/2014	HDMI for Community Center		-			No	0000
205-563-515-5405	Repairs and Maint. Building										
2909	04/03/2014	-1.62	0.00	05/06/2014	Refund - tax		-			No	0000
205-563-515-5405	Repairs and Maint. Building										
	2909 Total:	18.01									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	LOWES Total:	784.31									
	Lowe's Business Acc/GECF Total:	784.31									
Madison National Life											
MADISON											
1128507	04/17/2014	144.38	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
101-200-511-5150	Insurance - group life & AD&D										
1128507	04/17/2014	86.41	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
101-210-511-5150	Insurance - group life & AD&D										
1128507	04/17/2014	83.05	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
101-240-517-5150	Insurance - group life & AD&D										
1128507	04/17/2014	595.07	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
101-300-512-5150	Insurance - group life & AD&D										
1128507	04/17/2014	16.46	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
101-350-512-5150	Insurance - group life & AD&D										
1128507	04/17/2014	67.14	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
101-400-511-5150	Insurance - group life & AD&D										
1128507	04/17/2014	33.48	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
101-410-511-5150	Insurance - group life & AD&D										
1128507	04/17/2014	94.07	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
101-440-513-5150	Insurance - group life & AD&D										
1128507	04/17/2014	37.59	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
205-430-515-5150	Insurance - group life & AD&D										
1128507	04/17/2014	97.44	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
205-500-515-5150	Insurance - group life & AD&D										
1128507	04/17/2014	91.45	0.00	05/06/2014	May Life Insurance Premium	-				No	0000
660-620-519-5150	Insurance - group life & AD&D										
	1128507 Total:	1,346.54									
	MADISON Total:	1,346.54									
	Madison National Life Total:	1,346.54									
MJ Productions											
MJPROD											
4114	04/01/2014	300.00	0.00	05/06/2014	Deposit for Summer Concert Series	-				No	0000
205-504-515-5270	Purchased program services										
	4114 Total:	300.00									
	MJPROD Total:	300.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	MJ Productions Total:	300.00									
National Band & Tag Co.											
NATION											
377967	03/21/2014	66.83	0.00	05/06/2014	FY 2014/15 - Pet, Motorcycle,dealer tags		-			No	0000
101-210-511-5730	Program supplies										
	377967 Total:	66.83									
	NATION Total:	66.83									
	National Band & Tag Co. Total:	66.83									
North Regional Major Crimes											
NREGIONA											
14-005	02/27/2014	4,100.00	0.00	05/06/2014	2014 Annual MCAT		-			No	0000
101-300-512-5540	Intergovernmental fees & dues										
	14-005 Total:	4,100.00									
	NREGIONA Total:	4,100.00									
	North Regional Major Crimes Total:	4,100.00									
North Suburban Employee Benefi											
NSEBENEF											
May - 14	04/11/2014	9,433.00	0.00	05/06/2014	Dental Bill - May 2014		-			No	0000
102-000-210-2028	Dental insurance premium withh										
	May - 14 Total:	9,433.00									
	NSEBENEF Total:	9,433.00									
	North Suburban Employee Benefi Total:	9,433.00									
Northern Illinois Police Alar											
NTILPALS											
9413	05/01/2014	400.00	0.00	05/06/2014	Annual Membership		-			No	0000
101-300-512-5540	Intergovernmental fees & dues										
	9413 Total:	400.00									
9414	05/01/2014	3,300.00	0.00	05/06/2014	Emergengy Services Team - Membership		-			No	0000
101-300-512-5540	Intergovernmental fees & dues										
	9414 Total:	3,300.00									
9415	05/01/2014	675.00	0.00	05/06/2014	Mobile Field Force Assessment		-			No	0000
101-300-512-5540	Intergovernmental fees & dues										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
9415	05/01/2014	130.00	0.00	05/06/2014	Communication Assessment		-			No	0000
101-300-512-5540	Intergovernmental fees & dues										
	9415 Total:	805.00									
	NTILPALS Total:	4,505.00									
	Northern Illinois Police Alar Total:	4,505.00									
Regional Emergency Dispatch											
REGIONAL											
222-15-05	04/15/2014	11,797.83	0.00	05/06/2014	May 2014 dues		-			No	0000
101-350-512-5599	Other contractual										
	222-15-05 Total:	11,797.83									
	REGIONAL Total:	11,797.83									
	Regional Emergency Dispatch Total:	11,797.83									
Rydin Decal											
RYDINDE											
292710	03/21/2014	232.68	0.00	05/06/2014	2014-2015 Vending Machine Licenses		-			No	0000
101-210-511-5730	Program supplies										
	292710 Total:	232.68									
293253	04/15/2014	2,174.57	0.00	05/06/2014	2014-2015 Vehicle License Stickers		-			No	0000
101-210-511-5730	Program supplies										
	293253 Total:	2,174.57									
	RYDINDE Total:	2,407.25									
	Rydin Decal Total:	2,407.25									
Springbrook Software Inc											
SPRINGBR											
INV27664	03/27/2014	19,780.14	0.00	05/06/2014	5/1/14-4/30/15 Annual Maintenance		-			No	0000
101-250-511-5340	Maintenance Agreement Expense										
INV27664	03/27/2014	9,700.00	0.00	05/06/2014	5/1/14-4/30/15 Annual Maintenance		-			No	0000
660-610-519-5340	Maintenance Agreement Expense										
INV27664	03/27/2014	2,550.00	0.00	05/06/2014	5/1/14-4/30/15 Annual Maintenance		-			No	0000
101-000-210-2650	Contractor Permits Payable										
INV27664	03/27/2014	1,000.00	0.00	05/06/2014	5/1/14-4/30/15 Annual Maintenance		-			No	0000
205-500-515-5599	Other contractual										
	INV27664 Total:	33,030.14									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	SPRINGBR Total:	33,030.14									
	Springbrook Software Inc Total:	33,030.14									
Total Administrative Serv Corp											
TASC											
IN290067	04/01/2014	1,380.00	0.00	05/06/2014	Administrative and annual renewal fee	-				No	0000
101-210-511-5195	Employee Benefit Expenses										
	IN290067 Total:	1,380.00									
IN296659	04/17/2014	1,194.48	0.00	05/06/2014	Administration Fees and Claim Card Fee	-				No	0000
101-210-511-5195	Employee Benefit Expenses										
	IN296659 Total:	1,194.48									
	TASC Total:	2,574.48									
	Total Administrative Serv Corp Total:	2,574.48									
Vermont Systems, Inc.											
VERMONT											
42795	04/01/2014	4,968.00	0.00	05/06/2014	Payment for Rec Trac	-				No	0000
101-250-511-5340	Maintenance Agreement Expense										
	42795 Total:	4,968.00									
	VERMONT Total:	4,968.00									
	Vermont Systems, Inc. Total:	4,968.00									
Wells Fargo Bank, N.A.											
SWANC											
4770	03/20/2014	959.76	0.00	05/06/2014	Fixed Costs - FY 2014 - May	-				No	0000
101-440-514-5230	Garbage & recycling										
4770	03/20/2014	21,869.37	0.00	05/06/2014	O & M Costs - FY 2014 - May	-				No	0000
101-440-514-5230	Garbage & recycling										
	4770 Total:	22,829.13									
	SWANC Total:	22,829.13									
	Wells Fargo Bank, N.A. Total:	22,829.13									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
West Payment Center											
WESTPAY											
829389810	04/04/2014	277.08	0.00	05/06/2014	Annual Subscription -Arrest Law Bulletin		-			No	0000
101-300-512-5620	Books & publications										
	829389810 Total:	277.08									
	WESTPAY Total:	277.08									
	West Payment Center Total:	277.08									
	Report Total:	343,864.55									

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Accounts Payable
To Be Paid Proof List

User: jmm
Printed: 04/29/2014 - 1:45 PM
Batch: 103-05-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
American Express											
AMEREXP											
31083042314	04/23/2014	107.58	0.00	05/06/2014	Battery junction - AED batteries	-				No	0000
101-350-512-5730	Program supplies										
31083042314	04/23/2014	24.88	0.00	05/06/2014	Home Depot - brushes, keys	-				No	0000
101-350-512-5799	Other materials & supplies										
31083042314	04/23/2014	46.96	0.00	05/06/2014	Amazon - Survival Guide	-				No	0000
101-350-512-5620	Books & publications										
31083042314	04/23/2014	57.26	0.00	05/06/2014	Amazon - Management book	-				No	0000
101-350-512-5620	Books & publications										
31083042314	04/23/2014	58.10	0.00	05/06/2014	Amazon - Collanders	-				No	0000
101-350-512-5730	Program supplies										
31083042314	04/23/2014	24.90	0.00	05/06/2014	Amazon - Collanders	-				No	0000
101-350-512-5730	Program supplies										
	31083042314 Total:	319.68									
31117032014	03/20/2014	10.00	0.00	05/06/2014	Ventra card for train	-				No	0000
101-100-511-5850	Purchased Transportation										
	31117032014 Total:	10.00									
31117032114	03/21/2014	35.79	0.00	05/06/2014	Cookies for memorial	-				No	0000
101-100-511-5799	Other materials & supplies										
	31117032114 Total:	35.79									
31117032514	03/25/2014	8.50	0.00	05/06/2014	Metra fare	-				No	0000
101-100-511-5850	Purchased Transportation										
31117032514	03/25/2014	14.71	0.00	05/06/2014	Lunch - Springfield	-				No	0000
101-100-511-5840	Meals										
	31117032514 Total:	23.21									
31117032614	03/26/2014	17.15	0.00	05/06/2014	Lunch - Springfield	-				No	0000
101-100-511-5840	Meals										
31117032614	03/26/2014	16.57	0.00	05/06/2014	Dinner - Springfield	-				No	0000
101-100-511-5840	Meals										
	31117032614 Total:	33.72									
31117032714	03/27/2014	34.00	0.00	05/06/2014	Breakfast - Springfield	-				No	0000
101-100-511-5850	Purchased Transportation										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
31117032714	03/27/2014	138.88	0.00	05/06/2014	Hotel - Springfield		-			No	0000
101-100-511-5830	Lodging										
	31117032714 Total:	172.88									
31158031214	03/12/2014	300.00	0.00	05/06/2014	Job posting Laborer		-			No	0000
101-200-511-5599	Other contractual										
	31158031214 Total:	300.00									
31158032114	03/21/2014	40.00	0.00	05/06/2014	IAMMA Conference		-			No	0000
101-200-511-5810	Conference & meeting registrat										
	31158032114 Total:	40.00									
31158040814	04/08/2014	1,381.22	0.00	05/06/2014	TV for PW conference room		-			No	0000
660-620-519-5730	Program supplies										
	31158040814 Total:	1,381.22									
32008030614	03/06/2014	46.90	0.00	05/06/2014	Flowers for memorial		-			No	0000
101-100-511-5799	Other materials & supplies										
	32008030614 Total:	46.90									
32008031414	03/14/2014	5.00	0.00	05/06/2014	Evite for Boards and Commission dinner		-			No	0000
101-100-511-5799	Other materials & supplies										
	32008031414 Total:	5.00									
32008041014	04/10/2014	220.00	0.00	05/06/2014	Membership fee		-			No	0000
101-210-511-5725	Bank & Credit Card Fees										
	32008041014 Total:	220.00									
35142031814	03/18/2014	510.00	0.00	05/06/2014	CPSI Certification class		-			No	0000
205-500-515-5810	Conference & meeting registrat										
35142031814	03/18/2014	247.19	0.00	05/06/2014	Lodging - Certification class		-			No	0000
205-500-515-5830	Lodging										
	35142031814 Total:	757.19									
35142031914	03/19/2014	33.04	0.00	05/06/2014	ADA signs		-			No	0000
205-430-515-5730	Program supplies										
	35142031914 Total:	33.04									
35142040214	04/02/2014	15.00	0.00	05/06/2014	Plug n play monthly fee		-			No	0000
205-500-515-5725	Credit card charges										
	35142040214 Total:	15.00									
35142040314	04/03/2014	420.00	0.00	05/06/2014	Payment for plaques		-			No	0000
205-430-515-5730	Program supplies										
	35142040314 Total:	420.00									
35142040814	04/08/2014	69.25	0.00	05/06/2014	Staff lunch		-			No	0000
205-500-515-5840	Meals										
	35142040814 Total:	69.25									
	AMEREXP Total:	3,882.88									
	American Express Total:	3,882.88									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Arrow Road Construction Co											
ARROWROA											
44546MB	04/15/2014	840.96	0.00	05/06/2014	UPM Cold patch material for potholes		-			No	0000
213-000-561-5340	Engineering										
	44546MB Total:	840.96									
	ARROWROA Total:	840.96									
	Arrow Road Construction Co Total:	840.96									
ARRP Trucking & Hauling Inc											
ARRP											
7312	04/15/2014	3,855.00	0.00	05/06/2014	15 loads dirt hauled out		-			No	0000
660-620-519-5599	Other contractual										
	7312 Total:	3,855.00									
	ARRP Total:	3,855.00									
	ARRP Trucking & Hauling Inc Total:	3,855.00									
Fedex											
FEDEX											
2-608-67720	04/02/2014	61.93	0.00	05/06/2014	Shipping for summer brochure		-			No	0000
205-500-515-5560	Printing & copying services										
	2-608-67720 Total:	61.93									
798316525573	03/24/2014	22.55	0.00	05/06/2014	Shipping to Cook County Dept of Transp		-			No	0000
101-440-513-5730	Program supplies										
	798316525573 Total:	22.55									
	FEDEX Total:	84.48									
	Fedex Total:	84.48									
FIA Card Services											
FIACARD											
0923031214	03/12/2014	36.19	0.00	05/06/2014	Great Escape - Senior Lunch		-			No	0000
205-570-515-5645	Concessions & food										
	0923031214 Total:	36.19									
0923031714	03/17/2014	35.58	0.00	05/06/2014	Jewel - Supplies Senior St. Pat's party		-			No	0000
205-570-515-5730	Program supplies										
0923031714	03/17/2014	75.82	0.00	05/06/2014	Party City - Senior St. Pat's party		-			No	0000
205-570-515-5730	Program supplies										
	0923031714 Total:	111.40									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
0923031914	03/19/2014	19.99	0.00	05/06/2014	Dicks Sporting Goods - T Ball		-			No	0000
205-502-515-5730	Program supplies										
	0923031914 Total:	19.99									
0923032914	03/29/2014	116.87	0.00	05/06/2014	Amazon - Light bulbs for projector		-			No	0000
205-571-515-5730	Program supplies										
	0923032914 Total:	116.87									
0923033114	03/31/2014	24.97	0.00	05/06/2014	Wal Mart - Step stool for Community Ctr		-			No	0000
205-571-515-5730	Program supplies										
0923033114	03/31/2014	0.87	0.00	05/06/2014	Wal Mart - Funnel Birthday parties		-			No	0000
205-506-515-5730	Program supplies										
0923033114	03/31/2014	17.14	0.00	05/06/2014	Jewel birthday party		-			No	0000
205-506-515-5730	Program supplies										
	0923033114 Total:	42.98									
0923040214	04/02/2014	35.00	0.00	05/06/2014	Chicago Botanic Garden - Training		-			No	0000
205-500-515-5599	Other contractual										
	0923040214 Total:	35.00									
0923040314	04/03/2014	8.97	0.00	05/06/2014	Wal Mart - Senior step stool		-			No	0000
205-570-515-5730	Program supplies										
	0923040314 Total:	8.97									
0923040414	04/04/2014	4.99	0.00	05/06/2014	Michaels - Birthday party supplies		-			No	0000
205-506-515-5730	Program supplies										
0923040414	04/04/2014	11.23	0.00	05/06/2014	Jewel - Birthday party supplies		-			No	0000
205-506-515-5730	Program supplies										
0923040414	04/04/2014	9.98	0.00	05/06/2014	Party City - Birthday party supplies		-			No	0000
205-506-515-5730	Program supplies										
	0923040414 Total:	26.20									
7393031214	03/12/2014	38.97	0.00	05/06/2014	Beverages and supplies for Snow Storm		-			No	0000
101-400-511-5730	Program supplies										
	7393031214 Total:	38.97									
7588040814	04/08/2014	346.73	0.00	05/06/2014	Office Supplies		-			No	0000
101-300-512-5700	Office supplies										
7588040814	04/08/2014	299.98	0.00	05/06/2014	Power backup 911 system		-			No	0000
215-000-512-5640	Computer supplies										
7588040814	04/08/2014	27.00	0.00	05/06/2014	Donuts - NEMRT training class		-			No	0000
101-300-512-5730	Program supplies										
	7588040814 Total:	673.71									
8334031714	03/17/2014	40.00	0.00	05/06/2014	Ipass auto replenish		-			No	0000
101-210-511-5840	Meals										
	8334031714 Total:	40.00									
	FIACARD Total:	1,150.28									
	FIA Card Services Total:	1,150.28									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Hedeen Mary											
HEDEEN											
14-3404	03/19/2014	72.50	0.00	05/06/2014	Reimbursement 50/50 animal control		-			No	0000
101-400-511-5210	Animal control										
	14-3404 Total:	72.50									
	HEDEEN Total:	72.50									
	Hedeen Mary Total:	72.50									
JCK Contractors											
JCKCONT											
13349	04/12/2014	1,400.00	0.00	05/06/2014	4 loads top soil		-			No	0000
101-440-513-5680	Landscaping supplies										
	13349 Total:	1,400.00									
	JCKCONT Total:	1,400.00									
	JCK Contractors Total:	1,400.00									
Lowe's Business Acc/GECF											
LOWES											
06127	04/17/2014	52.39	0.00	05/06/2014	Batteries		-			No	0000
101-350-512-5799	Other materials & supplies										
	06127 Total:	52.39									
1060	03/25/2014	53.88	0.00	05/06/2014	Rubber cords, straps for batting cages		-			No	0000
205-430-515-5470	R&M - Recreation equipment										
	1060 Total:	53.88									
1066	03/25/2014	62.96	0.00	05/06/2014	Nylon rope, chain links for cages		-			No	0000
205-430-515-5470	R&M - Recreation equipment										
	1066 Total:	62.96									
1130	04/16/2014	7.26	0.00	05/06/2014	Galvanized fittings for medians		-			No	0000
205-430-515-5680	Landscaping supplies										
	1130 Total:	7.26									
16407	03/26/2014	-0.53	0.00	05/06/2014	Tax refund		-			No	0000
101-440-513-5745	Small tools										
	16407 Total:	-0.53									
1801	04/10/2014	55.92	0.00	05/06/2014	Flourescent light bulbs for FD		-			No	0000
101-420-511-5405	R&M - buildings										
	1801 Total:	55.92									
1802	04/10/2014	-55.92	0.00	05/06/2014	Return Flourescent light bulbs for FD		-			No	0000
101-420-511-5405	R&M - buildings										
	1802 Total:	-55.92									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
1803	04/10/2014	51.30	0.00	05/06/2014	Flourescent light bulbs for FD		-			No	0000
101-420-511-5405	R&M - buildings										
	1803 Total:	51.30									
1839	04/10/2014	24.92	0.00	05/06/2014	Locking hasp, heavy duty hasp		-			No	0000
205-430-515-5730	Program supplies										
	1839 Total:	24.92									
2345	03/26/2014	6.41	0.00	05/06/2014	Eye bolt for Tree Dept		-			No	0000
101-440-513-5745	Small tools										
	2345 Total:	6.41									
2476	03/28/2014	32.73	0.00	05/06/2014	Power cord, wire plug, screw for lights		-			No	0000
101-440-513-5290	Street lights & traffic signal										
	2476 Total:	32.73									
2492	03/28/2014	20.85	0.00	05/06/2014	Electrical box, covers for street lights		-			No	0000
101-440-513-5290	Street lights & traffic signal										
	2492 Total:	20.85									
2549	04/15/2014	4.64	0.00	05/06/2014	Flourescent lamp holder		-			No	0000
101-420-511-5405	R&M - buildings										
	2549 Total:	4.64									
2594	03/31/2014	46.00	0.00	05/06/2014	Rope for pruners		-			No	0000
101-440-513-5730	Program supplies										
	2594 Total:	46.00									
2690	04/01/2014	32.20	0.00	05/06/2014	Reflective numbers for PW vehicles		-			No	0000
101-440-513-5480	R&M - vehicles										
	2690 Total:	32.20									
3484	04/16/2014	53.35	0.00	05/06/2014	Valve, PVC plug, fitting for medians		-			No	0000
205-430-515-5680	Landscaping supplies										
	3484 Total:	53.35									
86199	04/16/2014	662.90	0.00	05/06/2014	Peat moss for Proesel Park		-			No	0000
205-430-515-5680	Landscaping supplies										
	86199 Total:	662.90									
S1748HS1	04/17/2014	3.54	0.00	05/06/2014	Extra key for schedule cabinets		-			No	0000
101-300-512-5730	Program supplies										
	S1748HS1 Total:	3.54									
	LOWES Total:	1,114.80									
	Lowe's Business Acc/GECF Total:	1,114.80									
Traffic Control & Protection											
TRAFFICC											
79778	04/09/2014	1,227.90	0.00	05/06/2014	Various street signs		-			No	0000
101-440-513-5768	Street materials - signs & bar										
	79778 Total:	1,227.90									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	TRAFFICC Total:	1,227.90									
	Traffic Control & Protection Total:	1,227.90									
United Resource Systems											
UNITEDRE											
5275	03/31/2014	1,013.37	0.00	05/06/2014	Ambulance billing collection fee		-			No	0000
101-350-512-4315	Ambulance & EMS fees										
	5275 Total:	1,013.37									
	UNITEDRE Total:	1,013.37									
	United Resource Systems Total:	1,013.37									
United States Postal Service											
USPOSTAL											
PB04232014	04/23/2014	14.38	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04232014	04/23/2014	82.62	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04232014	04/23/2014	24.96	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04232014	04/23/2014	98.75	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04232014	04/23/2014	13.16	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04232014	04/23/2014	28.58	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
205-500-515-5720	Postage										
PB04232014	04/23/2014	27.78	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04232014	04/23/2014	358.79	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
101-210-511-5720	Postage										
PB04232014	04/23/2014	51.36	0.00	05/06/2014	Pitney Bowes postage		-			No	0000
660-610-519-5720	Postage										
	PB04232014 Total:	700.38									
	USPOSTAL Total:	700.38									
USPOSTMA											
P1 113	04/20/2014	220.00	0.00	05/06/2014	Standard Mail		-			No	0000
101-210-511-5720	Postage										
	P1 113 Total:	220.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	USPOSTMA Total:	220.00									
	United States Postal Service Total:	920.38									
Village of Lincolnwood											
VOL											
LPDPC41414	04/14/2014	50.00	0.00	05/06/2014	Misc. Supplies		-			No	0000
101-140-511-5799	Other materials & supplies										
LPDPC41414	04/14/2014	44.00	0.00	05/06/2014	Fuel expenses		-			No	0000
101-300-512-5670	Fuel										
LPDPC41414	04/14/2014	45.47	0.00	05/06/2014	Mileage		-			No	0000
101-300-512-5820	Local mileage, parking & tolls										
LPDPC41414	04/14/2014	180.00	0.00	05/06/2014	Meal remibursement - training		-			No	0000
101-300-512-5840	Meals										
	LPDPC41414 Total:	319.47									
	VOL Total:	319.47									
VOLPW											
PC042114	04/21/2014	31.69	0.00	05/06/2014	Petty Cash - Public Works		-			No	0000
660-620-519-5720	Postage										
PC042114	04/21/2014	8.49	0.00	05/06/2014	Petty Cash - Public Works		-			No	0000
101-400-511-5730	Program supplies										
PC042114	04/21/2014	8.99	0.00	05/06/2014	Petty Cash - Public Works		-			No	0000
101-440-513-5480	R&M - vehicles										
	PC042114 Total:	49.17									
	VOLPW Total:	49.17									
	Village of Lincolnwood Total:	368.64									
	Report Total:	15,931.19									

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Accounts Payable
To Be Paid Proof List

User: jmm
Printed: 04/29/2014 - 1:46 PM
Batch: 104-05-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
303 Taxi											
303											
31522	04/03/2014	170.00	0.00	05/06/2014	Taxi coupons - March		-			No	0000
205-570-515-5280	Subsidized taxi program										
	31522 Total:	170.00									
	303 Total:	170.00									
	303 Taxi Total:	170.00									
Active Electrical Supply Co.,											
ACTIVELE											
10413558-00	03/31/2014	646.66	0.00	05/06/2014	Wire for street light repairs		-			No	0000
101-440-513-5290	Street lights & traffic signal										
	10413558-00 Total:	646.66									
	ACTIVELE Total:	646.66									
	Active Electrical Supply Co., Total:	646.66									
Al's Cycle Shop											
ALCYCLES											
331172	04/17/2014	59.98	0.00	05/06/2014	New tires for Park Patrol Bike		-			No	0000
205-508-515-5730	Program supplies										
331172	04/17/2014	59.99	0.00	05/06/2014	New bag for Park Patrol Bike		-			No	0000
205-508-515-5730	Program supplies										
	331172 Total:	119.97									
	ALCYCLES Total:	119.97									
	Al's Cycle Shop Total:	119.97									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
American First Aid Services											
AFAS INC											
144521	04/03/2014	90.45	0.00	05/06/2014	First Aid refills		-			No	0000
101-400-511-5730	Program supplies										
	144521 Total:	90.45									
	AFAS INC Total:	90.45									
	American First Aid Services Total:	90.45									
Arrow Road Construction Co											
ARROWROA											
44415MB	04/01/2014	949.76	0.00	05/06/2014	UPM cold patch material for potholes		-			No	0000
213-000-561-5340	Engineering										
	44415MB Total:	949.76									
	ARROWROA Total:	949.76									
	Arrow Road Construction Co Total:	949.76									
Artistic Engraving Co.											
ARTISTIC											
7697	02/19/2014	950.50	0.00	05/06/2014	New/Refurbish/Repairs to badges		-			No	0000
101-300-512-5730	Program supplies										
	7697 Total:	950.50									
	ARTISTIC Total:	950.50									
	Artistic Engraving Co. Total:	950.50									
Back Flow Solutions Inc											
BFSINC											
2172	04/01/2014	688.60	0.00	05/06/2014	Program maintenance fee for backflow		-			No	0000
660-620-519-5399	Other professional services										
	2172 Total:	688.60									
	BFSINC Total:	688.60									
	Back Flow Solutions Inc Total:	688.60									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Call One											
CALLONE											
1010-7823-0001	04/15/2014	2,446.50	0.00	05/06/2014	Telephone - Police Lines - March		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0001 Total:	2,446.50									
1010-7823-0002	04/15/2014	322.80	0.00	05/06/2014	Telephone - SCADA Circuit - March		-			No	0000
660-610-519-5580	Telephone										
	1010-7823-0002 Total:	322.80									
1010-7823-0003	04/15/2014	189.78	0.00	05/06/2014	Telephone - Police Radio - March		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0003 Total:	189.78									
1010-7823-0004	04/15/2014	47.29	0.00	05/06/2014	Telephone - Aquatic Center - March		-			No	0000
205-560-515-5580	Telephone										
	1010-7823-0004 Total:	47.29									
1010-7823-0007	04/15/2014	377.60	0.00	05/06/2014	Telephone - Public Works - March		-			No	0000
660-610-519-5580	Telephone										
	1010-7823-0007 Total:	377.60									
1010-7823-0008	04/15/2014	27.60	0.00	05/06/2014	Telephone - Pump House - March		-			No	0000
660-610-519-5580	Telephone										
	1010-7823-0008 Total:	27.60									
1010-7823-0009	04/15/2014	686.70	0.00	05/06/2014	Telephone - Red Center - March		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0009 Total:	686.70									
1010-7823-0010	04/15/2014	115.00	0.00	05/06/2014	Telephone - Municipal Center - March		-			No	0000
660-610-519-5580	Telephone										
1010-7823-0010	04/15/2014	284.70	0.00	05/06/2014	Telephone - Municipal Center - March		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0010 Total:	399.70									
	CALLONE Total:	4,497.97									
	Call One Total:	4,497.97									
Car Quest Auto Parts											
CARQ											
11838-111483	04/02/2014	73.00	0.00	05/06/2014	Brake chamber for Truck #18		-			No	0000
101-440-513-5480	R&M - vehicles										
	11838-111483 Total:	73.00									
	CARQ Total:	73.00									
	Car Quest Auto Parts Total:	73.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
CEDL											
CEDL											
04212014	04/21/2014	50.00	0.00	05/06/2014	Donation- Behalf of Judge Richard Elrod		-			No	0000
101-100-511-5799	Other materials & supplies										
	04212014 Total:	50.00									
	CEDL Total:	50.00									
	CEDL Total:	50.00									
College of Dupage											
COLLEGEO											
4659	04/16/2014	195.00	0.00	05/06/2014	Police Officer Training		-			No	0000
101-300-512-5590	Training										
	4659 Total:	195.00									
	COLLEGEO Total:	195.00									
	College of Dupage Total:	195.00									
Collins and Company											
COLLINS											
62586	04/03/2014	1,151.45	0.00	05/06/2014	Cover, pail, guide ball , repair kit		-			No	0000
101-440-513-5745	Small tools										
	62586 Total:	1,151.45									
	COLLINS Total:	1,151.45									
	Collins and Company Total:	1,151.45									
Cross Country Education											
CROSS											
2486217	04/15/2014	179.00	0.00	05/06/2014	Training Seminar for PD		-			No	0000
101-300-512-5590	Training										
	2486217 Total:	179.00									
	CROSS Total:	179.00									
	Cross Country Education Total:	179.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Dueco, Inc											
DUECOINC											
309124	01/14/2014	187.40	0.00	05/06/2014	Manual set for PW garage		-			No	0000
101-440-513-5730	Program supplies										
	309124 Total:	187.40									
	DUECOINC Total:	187.40									
	Dueco, Inc Total:	187.40									
Emcor Services Team Mechanical											
EMCOR											
3041410	04/01/2014	2,500.00	0.00	05/06/2014	Preventive contract maintenance - April		-			No	0000
101-420-511-5405	R&M - buildings										
	3041410 Total:	2,500.00									
	EMCOR Total:	2,500.00									
	Emcor Services Team Mechanical Total:	2,500.00									
Fastenal											
FASTENAL											
ILNIL38528	03/14/2014	336.33	0.00	05/06/2014	Shop supplies		-			No	0000
101-410-511-5730	Program supplies										
	ILNIL38528 Total:	336.33									
ILNIL38811	03/27/2014	411.79	0.00	05/06/2014	Shop supplies		-			No	0000
101-410-511-5730	Program supplies										
	ILNIL38811 Total:	411.79									
	FASTENAL Total:	748.12									
	Fastenal Total:	748.12									
Firestone Complete Auto Care											
FIRESTON											
178264	04/17/2014	241.54	0.00	05/06/2014	Tires for Squads		-			No	0000
101-300-512-5480	R&M - vehicles										
	178264 Total:	241.54									
	FIRESTON Total:	241.54									
	Firestone Complete Auto Care Total:	241.54									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Foutris Myra											
FOUTRM											
04142014	04/14/2014	32.00	0.00	05/06/2014	Refund - Pool Pass		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04142014 Total:	32.00									
	FOUTRM Total:	32.00									
	Foutris Myra Total:	32.00									
Galls Incorporated											
GALLS											
1825368	04/11/2014	310.00	0.00	05/06/2014	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	1825368 Total:	310.00									
	GALLS Total:	310.00									
	Galls Incorporated Total:	310.00									
Golf Mill Ford											
GOLFMILL											
350305P	03/17/2014	43.90	0.00	05/06/2014	Nut, stud for Shop		-			No	0000
101-410-511-5730	Program supplies										
	350305P Total:	43.90									
350940P	03/25/2014	465.91	0.00	05/06/2014	Seal installer for Shop		-			No	0000
101-410-511-5730	Program supplies										
	350940P Total:	465.91									
351371P	04/01/2014	609.32	0.00	05/06/2014	Gasket, manifold, V-belt, hose for Squad		-			No	0000
101-300-512-5480	R&M - vehicles										
	351371P Total:	609.32									
351372P	04/02/2014	94.51	0.00	05/06/2014	Clai end and hose for Squad		-			No	0000
101-300-512-5480	R&M - vehicles										
	351372P Total:	94.51									
351623P	04/07/2014	185.04	0.00	05/06/2014	Brake cylinder for Truck #48		-			No	0000
660-620-519-5480	R&M - vehicles										
	351623P Total:	185.04									
CM348434P	03/26/2014	-70.00	0.00	05/06/2014	Core credit		-			No	0000
101-410-511-5730	Program supplies										
	CM348434P Total:	-70.00									
CM349725P	03/26/2014	-339.74	0.00	05/06/2014	Credit		-			No	0000
101-410-511-5730	Program supplies										
	CM349725P Total:	-339.74									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	GOLFMILL Total:	988.94									
	Golf Mill Ford Total:	988.94									
Grainger											
GRAINGER											
9404471667	04/01/2014	2,147.40	0.00	05/06/2014	Master puller set for PW Garage		-			No	0000
101-410-511-5745	Small tools										
	9404471667 Total:	2,147.40									
	GRAINGER Total:	2,147.40									
	Grainger Total:	2,147.40									
Halogen											
HALOGEN											
449039	04/17/2014	225.15	0.00	05/06/2014	Diving board repair kit		-			No	0000
205-560-515-5405	R&M - buildings										
	449039 Total:	225.15									
449040	04/17/2014	10,530.00	1.00	05/06/2014	Replacement Paco Circulation Pump Model		-		00000523	No	0001
205-560-515-6599	EQUIPMENT- POOL										
	449040 Total:	10,530.00									
	HALOGEN Total:	10,755.15									
	Halogen Total:	10,755.15									
HD Supply Waterworks, LTD.											
HDSUPPLY											
C210787	04/01/2014	336.00	0.00	05/06/2014	Manhole hook, wrenches for Water Dept		-			No	0000
660-620-519-5745	Small tools										
	C210787 Total:	336.00									
C215330	04/03/2014	186.00	0.00	05/06/2014	Wrenches for Water Dept		-			No	0000
660-620-519-5745	Small tools										
	C215330 Total:	186.00									
	HDSUPPLY Total:	522.00									
	HD Supply Waterworks, LTD. Total:	522.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
High PSI Ltd											
HIGHPSI											
41858	04/11/2014	6,178.00	1.00	05/06/2014	Hotsy High Pressure Hot water Honda Port		-		00000518	No	0001
205-560-515-6599	EQUIPMENT- POOL										
	41858 Total:	6,178.00									
41859	04/11/2014	650.00	0.00	05/06/2014	Rotary cleaning system for pool		-			No	0000
205-560-515-6599	EQUIPMENT- POOL										
	41859 Total:	650.00									
	HIGHPSI Total:	6,828.00									
	High PSI Ltd Total:	6,828.00									
Holland & Knight LLP											
HOLLAND											
04212014	04/21/2014	11,347.00	0.00	05/06/2014	March Retainer		-			No	0000
101-230-511-5350	Legal - retainer										
	04212014 Total:	11,347.00									
3036606	04/15/2014	522.50	0.00	05/06/2014	Legal bills Lincoln Touhy TIF March 2014		-			No	0000
219-000-511-5320	Consulting										
	3036606 Total:	522.50									
3036607	04/15/2014	617.50	0.00	05/06/2014	March 2014 Legal - Lincoln/Devon TIF		-			No	0000
101-230-511-5370	Legal - review										
	3036607 Total:	617.50									
3036609	04/15/2014	1,292.50	0.00	05/06/2014	March 2014 Legal - Purple Hotel		-			No	0000
101-230-511-5370	Legal - review										
	3036609 Total:	1,292.50									
3036614	04/15/2014	302.50	0.00	05/06/2014	Legal March - Union Pacific RR		-			No	0000
217-000-517-5399	Other professional services										
	3036614 Total:	302.50									
3036615	04/15/2014	622.00	0.00	05/06/2014	March 2014 Legal - Elec Aggregation		-			No	0000
101-230-511-5370	Legal - review										
	3036615 Total:	622.00									
3036618	04/15/2014	252.00	0.00	05/06/2014	March 2014 Legal - Telecom Ord		-			No	0000
101-230-511-5370	Legal - review										
	3036618 Total:	252.00									
3036622	04/15/2014	125.00	0.00	05/06/2014	March 2014 Legal - Litigation		-			No	0000
101-230-511-5360	Legal - litigation										
	3036622 Total:	125.00									
3038125	04/17/2014	330.00	0.00	05/06/2014	March 2014 Legal - Misc Dockets Other		-			No	0000
101-230-511-5370	Legal - review										
	3038125 Total:	330.00									
	HOLLAND Total:	15,411.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Holland & Knight LLP Total:	15,411.00									
Home Depot Credit Services											
HOMEDEPO											
23687	03/10/2014	257.87	0.00	05/06/2014	Tiles for Pump House		-			No	0000
660-620-519-5405	R&M - buildings										
	23687 Total:	257.87									
3133934	03/07/2014	-7.37	0.00	05/06/2014	Tax refund		-			No	0000
660-620-519-5405	R&M - buildings										
	3133934 Total:	-7.37									
4192230	03/06/2014	397.49	0.00	05/06/2014	Tiles and anchor for Pump House		-			No	0000
660-620-519-5405	R&M - buildings										
	4192230 Total:	397.49									
6010496	03/04/2014	87.00	0.00	05/06/2014	Scrub mop, polish for Pump House		-			No	0000
660-620-519-5405	R&M - buildings										
	6010496 Total:	87.00									
	HOMEDEPO Total:	734.99									
	Home Depot Credit Services Total:	734.99									
Keenley Nhora											
KEENLEY											
04142014	04/14/2014	25.00	0.00	05/06/2014	Refund - Potawatomie		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04142014 Total:	25.00									
	KEENLEY Total:	25.00									
	Keenley Nhora Total:	25.00									
Lee Auto Parts											
LEEAUTOP											
442-268477	03/21/2014	104.17	0.00	05/06/2014	Throttle bottle, air control - Truck #10		-			No	0000
101-440-513-5480	R&M - vehicles										
	442-268477 Total:	104.17									
442-268482	03/21/2014	23.16	0.00	05/06/2014	Fuel cleaner for Truck #10		-			No	0000
101-440-513-5480	R&M - vehicles										
	442-268482 Total:	23.16									
	LEEAUTOP Total:	127.33									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Lee Auto Parts Total:	127.33									
Lowe's Business Acc/GECF											
LOWES											
1621	04/08/2014	24.93	0.00	05/06/2014	Compression fittings for ice maker		-			No	0000
101-420-511-5405	R&M - buildings										
	1621 Total:	24.93									
85253	04/07/2014	1,794.64	0.00	05/06/2014	Refrigerator for Village Hall		-			No	0000
101-420-511-5405	R&M - buildings										
	85253 Total:	1,794.64									
	LOWES Total:	1,819.57									
	Lowe's Business Acc/GECF Total:	1,819.57									
M & M Radio Lab											
M&M											
28370	04/03/2014	228.00	0.00	05/06/2014	Service repairs and parts for locator		-			No	0000
101-440-513-5745	Small tools										
	28370 Total:	228.00									
	M&M Total:	228.00									
	M & M Radio Lab Total:	228.00									
Mc Laughlin Margaret											
MCLAUGH											
04142014	04/14/2014	25.00	0.00	05/06/2014	Refund - Rutledge Rockets		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04142014 Total:	25.00									
	MCLAUGH Total:	25.00									
	Mc Laughlin Margaret Total:	25.00									
McKenna Automotive											
MCKENNA											
20120896	03/28/2014	32.98	0.00	05/06/2014	Adapter and Elbow for Sweeper #2		-			No	0000
101-440-513-5480	R&M - vehicles										
	20120896 Total:	32.98									
	MCKENNA Total:	32.98									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	McKenna Automotive Total:	32.98									
Metropolitan Water Reclamation											
METROWAT											
Easement #E-193	04/22/2014	10.00	0.00	05/06/2014	Outfall 25yr lease pymt -Easement #E-193		-			No	0000
660-620-562-6400	Sewer system const/imprv										
	Easement #E-193 Total:	10.00									
	METROWAT Total:	10.00									
	Metropolitan Water Reclamation Total:	10.00									
Meyer Charles											
MEYER											
0297031385	04/15/2014	199.99	0.00	05/06/2014	Office Chair		-			No	0000
101-200-511-5700	Office supplies										
	0297031385 Total:	199.99									
	MEYER Total:	199.99									
	Meyer Charles Total:	199.99									
Mid American Water of Wauconda											
MIDAMER											
150727W	03/18/2014	2,307.45	0.00	05/06/2014	Saw kit, tooth blade for small tools		-			No	0000
660-620-519-5745	Small tools										
	150727W Total:	2,307.45									
	MIDAMER Total:	2,307.45									
	Mid American Water of Wauconda Total:	2,307.45									
NAPA											
NAPA											
104418	04/02/2014	13.60	0.00	05/06/2014	Fitting inserts for Truck #18		-			No	0000
101-440-513-5480	R&M - vehicles										
	104418 Total:	13.60									
104437	04/02/2014	10.31	0.00	05/06/2014	Thermostat and seal for Truck #18		-			No	0000
101-440-513-5480	R&M - vehicles										
	104437 Total:	10.31									
	NAPA Total:	23.91									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	NAPA Total:	23.91									
Palatine Oil, Co, Inc.											
PALAT											
491888	04/11/2014	1,410.62	0.00	05/06/2014	Fuel Usage		-			No	0000
101-410-511-5670	Fuel										
491888	04/11/2014	3,338.18	0.00	05/06/2014	Fuel usage		-			No	0000
101-300-512-5670	Fuel										
491888	04/11/2014	1,053.87	0.00	05/06/2014	Fuel Usage		-			No	0000
101-350-512-5670	Fuel										
491888	04/11/2014	115.14	0.00	05/06/2014	Fuel usage		-			No	0000
101-350-512-5670	Fuel										
491888	04/11/2014	500.87	0.00	05/06/2014	Fuel Usage		-			No	0000
205-430-515-5670	Fuel										
491888	04/11/2014	138.23	0.00	05/06/2014	Fuel usage		-			No	0000
101-400-511-5670	Fuel										
491888	04/11/2014	324.34	0.00	05/06/2014	Fuel Usage		-			No	0000
660-620-519-5670	Fuel										
491888	04/11/2014	54.99	0.00	05/06/2014	Fuel usage		-			No	0000
101-410-511-5670	Fuel										
491888	04/11/2014	433.83	0.00	05/06/2014	Fuel usage		-			No	0000
101-440-513-5670	Fuel										
491888	04/11/2014	368.51	0.00	05/06/2014	Fuel usage		-			No	0000
205-430-515-5670	Fuel										
491888	04/11/2014	456.01	0.00	05/06/2014	Fuel usage		-			No	0000
660-620-519-5670	Fuel										
	491888 Total:	8,194.59									
	PALAT Total:	8,194.59									
	Palatine Oil, Co, Inc. Total:	8,194.59									
Pitney Bowes											
PITNEYBO											
2355016-AP14	04/13/2014	262.26	0.00	05/06/2014	Rental fees March 30 thru Apr 30		-			No	0000
101-210-511-5440	R&M - office equipment										
	2355016-AP14 Total:	262.26									
	PITNEYBO Total:	262.26									
	Pitney Bowes Total:	262.26									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Polly Products											
POLLY											
30876	04/17/2014	7,781.04	0.00	05/06/2014	14 ADA Park Benches		-			No	0000
205-430-515-6350	Park Construction & Improvemen										
	30876 Total:	7,781.04									
	POLLY Total:	7,781.04									
	Polly Products Total:	7,781.04									
Shore Galleries											
SHOREGAL											
93509	04/18/2014	95.00	0.00	05/06/2014	Uniform allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	93509 Total:	95.00									
	SHOREGAL Total:	95.00									
	Shore Galleries Total:	95.00									
Standard Equipment Company											
STANDARD											
C90391	03/05/2014	3,571.12	0.00	05/06/2014	Flange, belt, deflector, baffle		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90391 Total:	3,571.12									
C90393.	03/05/2014	51.40	0.00	05/06/2014	Lubricator hose for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90393. Total:	51.40									
C90454	03/10/2014	1,420.82	0.00	05/06/2014	Cylinder for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90454 Total:	1,420.82									
C90596	03/17/2014	223.86	0.00	05/06/2014	Belt, oil filter, fuel filter		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90596 Total:	223.86									
C90597	03/17/2014	1,195.90	0.00	05/06/2014	Radiator, hose for radiator for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90597 Total:	1,195.90									
C90598	03/17/2014	253.51	0.00	05/06/2014	Belt hoses, filter for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90598 Total:	253.51									
C90599	03/21/2014	40.98	0.00	05/06/2014	V-belt for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90599 Total:	40.98									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
C90611	03/17/2014	217.38	0.00	05/06/2014	Filter, thermostat, belt for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90611 Total:	217.38									
C90612	03/18/2014	31.82	0.00	05/06/2014	Hose for radiator for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90612 Total:	31.82									
C90613	03/17/2014	89.06	0.00	05/06/2014	Filter, radiator hose for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90613 Total:	89.06									
C90627	03/18/2014	94.78	0.00	05/06/2014	Belt, thermostat for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90627 Total:	94.78									
	STANDARD Total:	7,190.63									
	Standard Equipment Company Total:	7,190.63									
Syska Hennessy Group, Inc											
SYSKA											
25513	03/31/2014	1,980.00	0.00	05/06/2014	Professional services - generator study		-			No	0000
217-000-561-6100	Land acquisition & improvement										
	25513 Total:	1,980.00									
	SYSKA Total:	1,980.00									
	Syska Hennessy Group, Inc Total:	1,980.00									
The Faucet Shoppe											
THEFAUCE											
36330	04/07/2014	2,261.80	0.00	05/06/2014	Urinal washer, autoflush for Shelter		-			No	0000
205-430-515-5730	Program supplies										
	36330 Total:	2,261.80									
36331	04/07/2014	117.90	0.00	05/06/2014	Bubbler for Shelter House		-			No	0000
205-430-515-5730	Program supplies										
	36331 Total:	117.90									
	THEFAUCE Total:	2,379.70									
	The Faucet Shoppe Total:	2,379.70									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Traffic Control & Protection											
TRAFFICC											
79634	04/01/2014	1,349.75	0.00	05/06/2014	Various street signs		-			No	0000
101-440-513-5768	Street materials - signs & bar										
	79634 Total:	1,349.75									
79635	04/01/2014	598.00	0.00	05/06/2014	Cones for streets		-			No	0000
101-440-513-5768	Street materials - signs & bar										
	79635 Total:	598.00									
79636	04/01/2014	1,057.50	0.00	05/06/2014	Speed hump signs		-			No	0000
101-440-513-5768	Street materials - signs & bar										
	79636 Total:	1,057.50									
	TRAFFICC Total:	3,005.25									
	Traffic Control & Protection Total:	3,005.25									
Weinberg Julie											
WEINBERJ											
04232014	04/23/2014	100.00	0.00	05/06/2014	Refund - Classes		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04232014 Total:	100.00									
	WEINBERJ Total:	100.00									
	Weinberg Julie Total:	100.00									
West Side Tractor Sales											
WESTSIDE											
S06070	03/20/2014	37.76	0.00	05/06/2014	Seal, gasket - Sweeper #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	S06070 Total:	37.76									
S06145`	03/21/2014	18.11	0.00	05/06/2014	Seals for Sweeper #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	S06145` Total:	18.11									
S06457	03/31/2014	118.86	0.00	05/06/2014	Seal kit, sleeve for Sweeper #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	S06457 Total:	118.86									
	WESTSIDE Total:	174.73									
	West Side Tractor Sales Total:	174.73									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Westmont Auto Parts											
WESTMONT											
1671	01/08/2014	61.68	0.00	05/06/2014	Filters for PD Vehicles		-			No	0000
101-300-512-5480	R&M - vehicles										
	1671 Total:	61.68									
1673	01/08/2014	358.26	0.00	05/06/2014	Filters for PD Vehicles		-			No	0000
101-300-512-5480	R&M - vehicles										
	1673 Total:	358.26									
	WESTMONT Total:	419.94									
	Westmont Auto Parts Total:	419.94									
Woodward Printing Services											
WOODWARD											
34532	04/14/2014	2,495.00	0.00	05/06/2014	Printing of Summer Brochure		-			No	0000
205-500-515-5720	Postage										
	34532 Total:	2,495.00									
	WOODWARD Total:	2,495.00									
	Woodward Printing Services Total:	2,495.00									
	Report Total:	90,046.27									

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Accounts Payable
To Be Paid Proof List

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Batch: 105-05-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Active Electrical Supply Co.,											
ACTIVELE											
10415709-00	04/08/2014	77.30	0.00	05/06/2014	Surge Protector		-			No	0000
101-440-513-5290	Street lights & traffic signal										
	10415709-00 Total:	77.30									
	ACTIVELE Total:	77.30									
	Active Electrical Supply Co., Total:	77.30									
Allen Visual System											
ALLEN											
11709	04/24/2014	22,212.00	0.00	05/06/2014	Wireless Microphones and Audio -Council		-			No	0000
101-250-511-6530	Equipment - data processing										
	11709 Total:	22,212.00									
	ALLEN Total:	22,212.00									
	Allen Visual System Total:	22,212.00									
AT&T											
AT&T											
773R07163603	03/28/2014	77.39	0.00	05/06/2014	Telephone E911		-			No	0000
215-000-512-5580	Telephone										
	773R07163603 Total:	77.39									
847734584003	04/07/2014	1,202.67	0.00	05/06/2014	Telephone E911		-			No	0000
215-000-512-5580	Telephone										
	847734584003 Total:	1,202.67									
847734584303	04/07/2014	346.10	0.00	05/06/2014	Telephone E911		-			No	0000
215-000-512-5580	Telephone										
	847734584303 Total:	346.10									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	AT&T Total:	1,626.16									
	AT&T Total:	1,626.16									
Classic Design Awards											
CLASSICD											
14-0390	04/14/2014	26.30	0.00	05/06/2014	Name Plates		-			No	0000
101-200-511-5799	Other materials & supplies										
	14-0390 Total:	26.30									
	CLASSICD Total:	26.30									
	Classic Design Awards Total:	26.30									
Coca-Cola Bottling Company											
COCACOLA											
338456014	04/21/2014	252.00	0.00	05/06/2014	Pop for Fire Dept pop machine		-			No	0000
101-210-511-5700	Office supplies										
	338456014 Total:	252.00									
	COCACOLA Total:	252.00									
	Coca-Cola Bottling Company Total:	252.00									
Commonwealth Edison											
COMED											
0008132018	04/10/2014	37.25	0.00	05/06/2014	Kostner/Morse - 3/11-4/9		-			No	0000
101-440-513-5785	Utilities - public way										
	0008132018 Total:	37.25									
0104767008	04/14/2014	2,389.21	0.00	05/06/2014	Pump Station - 3/13-4/11		-			No	0000
660-620-519-5785	Utilities - public way										
	0104767008 Total:	2,389.21									
0933017059	04/11/2014	720.90	0.00	05/06/2014	6754 Cicero - 3/11-4/10		-			No	0000
101-440-513-5785	Utilities - public way										
	0933017059 Total:	720.90									
1700394002	04/14/2014	59.45	0.00	05/06/2014	ES Crawford - 3/13-4/11		-			No	0000
101-440-513-5785	Utilities - public way										
	1700394002 Total:	59.45									
1784010001	04/15/2014	189.63	0.00	05/06/2014	Shelter Proesel - 3/11-4/9		-			No	0000
101-440-513-5785	Utilities - public way										
	1784010001 Total:	189.63									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
1784059008	04/14/2014	663.45	0.00	05/06/2014	NS Morse - 3/11-4/9		-			No	0000
101-440-513-5785	Utilities - public way										
	1784059008 Total:	663.45									
1784346006	04/11/2014	258.23	0.00	05/06/2014	SS Touhy - 3/11-4/10		-			No	0000
101-440-513-5785	Utilities - public way										
	1784346006 Total:	258.23									
1784521009	04/14/2014	19.58	0.00	05/06/2014	WS Cicero - 3/11-4/10		-			No	0000
101-440-513-5785	Utilities - public way										
	1784521009 Total:	19.58									
2187009072	04/10/2014	461.18	0.00	05/06/2014	7000 McCormick - 3/11-4/9		-			No	0000
101-440-513-5785	Utilities - public way										
	2187009072 Total:	461.18									
2631087013	04/10/2014	125.92	0.00	05/06/2014	6851 Central Park - 3/10-4/9		-			No	0000
101-440-513-5785	Utilities - public way										
	2631087013 Total:	125.92									
2649157097	04/09/2014	396.20	0.00	05/06/2014	3550 Pratt - 2/10-4/8		-			No	0000
101-440-513-5785	Utilities - public way										
	2649157097 Total:	396.20									
3462712002	04/10/2014	309.96	0.00	05/06/2014	Water Tower - 3/10-4/8		-			No	0000
660-620-519-5785	Utilities - public way										
	3462712002 Total:	309.96									
4147167024	03/25/2014	207.83	0.00	05/06/2014	7055 Kostner - 2/12-4/11		-			No	0000
101-440-513-5785	Utilities - public way										
	4147167024 Total:	207.83									
4413156059	04/11/2014	139.36	0.00	05/06/2014	7300 Cicero - 3/13-4/10		-			No	0000
101-440-513-5785	Utilities - public way										
	4413156059 Total:	139.36									
4791110064	04/14/2014	312.33	0.00	05/06/2014	3928 Touhy - 3/13-4/11		-			No	0000
101-440-513-5785	Utilities - public way										
	4791110064 Total:	312.33									
	COMED Total:	6,290.48									
	Commonwealth Edison Total:	6,290.48									
Douglas Truck Parts											
DOUGTK											
68009	02/10/2014	67.10	0.00	05/06/2014	Fuel cap for PD		-			No	0000
101-300-512-5480	R&M - vehicles										
	68009 Total:	67.10									
70337	04/03/2014	227.72	0.00	05/06/2014	Gun lever, hose, coupler		-			No	0000
101-440-513-5480	R&M - vehicles										
	70337 Total:	227.72									
70537	04/08/2014	145.81	0.00	05/06/2014	Fuel treatment, sea foams, oil quarts		-			No	0000
101-440-513-5675	Lubricants & fluids										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
70537	04/08/2014	145.81	0.00	05/06/2014	Fuel treatment, sea foams, oil quarts		-			No	0000
205-430-515-5675	Lubricants & fluids										
70537	04/08/2014	145.81	0.00	05/06/2014	Fuel treatment, sea foams, oil quarts		-			No	0000
660-620-519-5675	Lubricants & fluids										
	70537 Total:	437.43									
70670	04/10/2014	360.59	0.00	05/06/2014	Wrench set		-			No	0000
101-410-511-5730	Program supplies										
	70670 Total:	360.59									
70906	04/16/2014	19.00	0.00	05/06/2014	Hose for street tools		-			No	0000
101-440-513-5480	R&M - vehicles										
	70906 Total:	19.00									
70907	04/16/2014	73.80	0.00	05/06/2014	Grease for street tools		-			No	0000
101-440-513-5480	R&M - vehicles										
	70907 Total:	73.80									
	DOUGTK Total:	1,185.64									
	Douglas Truck Parts Total:	1,185.64									
Eapen Anish											
EAPEN											
140143	04/16/2014	1,000.00	0.00	05/06/2014	Driveway deposit refund		-			No	0000
101-000-210-2620	Contractor bonds payable										
	140143 Total:	1,000.00									
	EAPEN Total:	1,000.00									
	Eapen Anish Total:	1,000.00									
Elite Printer Solutions											
ELITE											
1992	03/27/2014	94.99	0.00	05/06/2014	Supplies		-			No	0000
101-210-511-5700	Office supplies										
	1992 Total:	94.99									
2028	04/11/2014	125.98	0.00	05/06/2014	Supplies		-			No	0000
101-400-511-5700	Office supplies										
	2028 Total:	125.98									
	ELITE Total:	220.97									
	Elite Printer Solutions Total:	220.97									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Executive Partners											
EXECUTI											
1412204	04/17/2014	516.71	0.00	05/06/2014	Strategic Planning Process		-			No	0000
101-100-511-5320	Consulting										
	1412204 Total:	516.71									
	EXECUTI Total:	516.71									
	Executive Partners Total:	516.71									
Fastenal											
FASTENAL											
ILNIL38887	04/03/2014	130.69	0.00	05/06/2014	Shop supplies		-			No	0000
101-410-511-5730	Program supplies										
	ILNIL38887 Total:	130.69									
	FASTENAL Total:	130.69									
	Fastenal Total:	130.69									
Gewalt Hamilton Associates Inc											
GEWALT											
4700.003-1	04/07/2014	3,062.00	0.00	05/06/2014	Sewer plat of easement		-			No	0000
660-620-519-5320	Consulting										
	4700.003-1 Total:	3,062.00									
	GEWALT Total:	3,062.00									
	Gewalt Hamilton Associates Inc Total:	3,062.00									
HD Supply Waterworks, LTD.											
HDSUPPLY											
C279381	04/17/2014	3,037.00	0.00	05/06/2014	Water Valves		-			No	0000
660-620-519-5796	Water system repair parts										
	C279381 Total:	3,037.00									
	HDSUPPLY Total:	3,037.00									
	HD Supply Waterworks, LTD. Total:	3,037.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Illinois Section AWWA											
ILSECTIO											
200011327	04/17/2014	58.00	0.00	05/06/2014	Distribution Conference		-			No	0000
660-610-519-5590	Training										
	200011327 Total:	58.00									
200011328	04/17/2014	82.00	0.00	05/06/2014	Distribution Conference		-			No	0000
660-610-519-5590	Training										
	200011328 Total:	82.00									
	ILSECTIO Total:	140.00									
	Illinois Section AWWA Total:	140.00									
John Deere Landscapes											
JOHNDEER											
67576073	04/07/2014	810.00	0.00	05/06/2014	Fertilizer spreader		-			No	0000
205-430-515-5745	Small tools										
	67576073 Total:	810.00									
67646955	04/11/2014	1,921.20	0.00	05/06/2014	Fertilizer for Proesel Park		-			No	0000
205-430-515-5680	Landscaping supplies										
	67646955 Total:	1,921.20									
	JOHNDEER Total:	2,731.20									
	John Deere Landscapes Total:	2,731.20									
Kelly John											
KELLYJ											
14-3405	03/26/2014	45.00	0.00	05/06/2014	Reimbursement 50/50 animal control		-			No	0000
101-400-511-5210	Animal control										
	14-3405 Total:	45.00									
	KELLYJ Total:	45.00									
	Kelly John Total:	45.00									
Land Design Collaborative											
LANDDES											
104-13	10/05/2013	6,177.50	0.00	05/06/2014	Professional services rendered thru Sept		-			No	0000
454-000-561-5340	Engineering										
	104-13 Total:	6,177.50									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	LANDDES Total:	6,177.50									
	Land Design Collaborative Total:	6,177.50									
Landscape Concepts Management											
LANDSCAP											
67347	04/01/2014	2,700.00	0.00	05/06/2014	Landscaping maintenance -Centennial Pk		-			No	0000
205-430-515-5250	Contract Maintenance										
	67347 Total:	2,700.00									
	LANDSCAP Total:	2,700.00									
	Landscape Concepts Management Total:	2,700.00									
Lee Auto Parts											
LEEAUTOP											
442-269966	04/04/2014	120.83	0.00	05/06/2014	Oil for PD		-			No	0000
101-300-512-5480	R&M - vehicles										
	442-269966 Total:	120.83									
442-269967	04/04/2014	19.39	0.00	05/06/2014	Brake fluid for truck		-			No	0000
101-440-513-5480	R&M - vehicles										
	442-269967 Total:	19.39									
442-270037	04/04/2014	45.52	0.00	05/06/2014	Coil on plug - PD		-			No	0000
101-300-512-5480	R&M - vehicles										
	442-270037 Total:	45.52									
	LEEAUTOP Total:	185.74									
	Lee Auto Parts Total:	185.74									
Lee Jensen Sales Co											
LEEJEN											
134451	02/07/2014	860.00	0.00	05/06/2014	Vertical hydraulic shore for Water Dept		-			No	0000
660-620-519-5745	Small tools										
	134451 Total:	860.00									
	LEEJEN Total:	860.00									
	Lee Jensen Sales Co Total:	860.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Malnati Organization											
MALNATI											
1726264	04/16/2014	9.95	0.00	05/06/2014	Lunch for dispatchers		-			No	0000
101-300-512-5730	Program supplies										
	1726264 Total:	9.95									
1726884	04/17/2014	28.80	0.00	05/06/2014	Lunch for dispatchers		-			No	0000
101-300-512-5730	Program supplies										
	1726884 Total:	28.80									
1729387	04/22/2014	12.60	0.00	05/06/2014	Lunch for dispatchers		-			No	0000
101-300-512-5730	Program supplies										
	1729387 Total:	12.60									
1729856	04/23/2014	67.50	0.00	05/06/2014	Lunch for dispatchers		-			No	0000
101-300-512-5730	Program supplies										
	1729856 Total:	67.50									
Order117	04/16/2014	15.70	0.00	05/06/2014	Lunch for dispatchers		-			No	0000
101-300-512-5730	Program supplies										
	Order117 Total:	15.70									
Order19	04/14/2014	14.35	0.00	05/06/2014	Lunch for dispatchers		-			No	0000
101-300-512-5730	Program supplies										
	Order19 Total:	14.35									
Order93	04/22/2014	19.30	0.00	05/06/2014	Lunch for dispatchers		-			No	0000
101-300-512-5730	Program supplies										
	Order93 Total:	19.30									
	MALNATI Total:	168.20									
	Malnati Organization Total:	168.20									
McKenna Automotive											
MCKENNA											
12176	04/07/2014	1,017.23	0.00	05/06/2014	Valve, coil, harness, plow motor		-			No	0000
101-440-513-5480	R&M - vehicles										
	12176 Total:	1,017.23									
	MCKENNA Total:	1,017.23									
	McKenna Automotive Total:	1,017.23									
Meade Electric Company Inc											
MEADELEC											
664401	04/08/2014	120.20	0.00	05/06/2014	Street light repair		-			No	0000
101-440-513-5290	Street lights & traffic signal										
	664401 Total:	120.20									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
664551	04/08/2014	3,553.18	0.00	05/06/2014	Street light repair		-			No	0000
101-440-513-5290	Street lights & traffic signal										
	664551 Total:	3,553.18									
	MEADELEC Total:	3,673.38									
	Meade Electric Company Inc Total:	3,673.38									
Menini Cartage Inc											
MENICRT											
42988	04/14/2014	1,130.00	0.00	05/06/2014	3 loads gravel for water main break		-			No	0000
660-620-519-5760	Street materials - Aggregate										
	42988 Total:	1,130.00									
	MENICRT Total:	1,130.00									
	Menini Cartage Inc Total:	1,130.00									
Midwest Meter Inc											
MIDWESTM											
0054451-IN	04/11/2014	2,109.50	0.00	05/06/2014	MTU's, gasket, flange		-			No	0000
660-620-519-5796	Water system repair parts										
	0054451-IN Total:	2,109.50									
	MIDWESTM Total:	2,109.50									
	Midwest Meter Inc Total:	2,109.50									
NAPA											
NAPA											
102533	03/20/2014	22.15	0.00	05/06/2014	Termostat for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	102533 Total:	22.15									
103220	03/25/2014	89.36	0.00	05/06/2014	Bearing for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	103220 Total:	89.36									
103222	03/25/2014	16.39	0.00	05/06/2014	Hydraulic filter for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	103222 Total:	16.39									
	NAPA Total:	127.90									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	NAPA Total:	127.90									
Nelson David											
NELSODA											
04242014	04/24/2014	223.00	0.00	05/06/2014	Refund - Classes		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04242014 Total:	223.00									
	NELSODA Total:	223.00									
	Nelson David Total:	223.00									
Nicor Gas											
NICOR											
21-84-84-00004	04/08/2014	545.82	0.00	05/06/2014	Natural Gas - Pump Station - 3/10-4/3		-			No	0000
660-620-519-5780	Utilities - government buildin										
	21-84-84-00004 Total:	545.82									
31-46-84-00002	04/15/2014	321.66	0.00	05/06/2014	Natural Gas - Parks - 3/8-4/11		-			No	0000
205-560-515-5780	Utilities - government buildin										
	31-46-84-00002 Total:	321.66									
70-61-47-04487	04/09/2014	109.50	0.00	05/06/2014	Natural Gas - 7055 Kostner - 3/10-4/9		-			No	0000
205-560-515-5780	Utilities - government buildin										
	70-61-47-04487 Total:	109.50									
	NICOR Total:	976.98									
	Nicor Gas Total:	976.98									
O'Leary's Contractor Equip											
OLEARYS											
103278	04/15/2014	1,375.00	0.00	05/06/2014	Hole testing machine for water breaks		-			No	0000
660-620-519-5730	Program supplies										
	103278 Total:	1,375.00									
105182	03/06/2014	798.00	0.00	05/06/2014	Rod, drill steel, bits		-			No	0000
660-620-519-5730	Program supplies										
	105182 Total:	798.00									
106421	03/27/2014	1,116.70	0.00	05/06/2014	Chisel, hose		-			No	0000
660-620-519-5730	Program supplies										
	106421 Total:	1,116.70									
	OLEARYS Total:	3,289.70									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	O'Leary's Contractor Equip Total:	3,289.70									
Raynor Door Co											
RAYNOR											
14-03302	03/31/2014	183.95	0.00	05/06/2014	Fix overhead door at PW		-			No	0000
101-420-511-5405	R&M - buildings										
	14-03302 Total:	183.95									
14-03369	04/12/2014	252.00	0.00	05/06/2014	Fix overhead door at PW Dept		-			No	0000
101-420-511-5405	R&M - buildings										
	14-03369 Total:	252.00									
	RAYNOR Total:	435.95									
	Raynor Door Co Total:	435.95									
Rush Truck Centers of Illinois											
RUSHTRUC											
10219377	04/07/2014	212.00	0.00	05/06/2014	Pin, Bushing for Truck #14		-			No	0000
101-440-513-5480	R&M - vehicles										
	10219377 Total:	212.00									
	RUSHTRUC Total:	212.00									
	Rush Truck Centers of Illinois Total:	212.00									
Russo Power Equipment											
RUSSO											
1937008	04/10/2014	2,457.00	0.00	05/06/2014	Brush adapter, blower, chain saw		-			No	0000
660-620-519-5745	Small tools										
	1937008 Total:	2,457.00									
1943054	04/15/2014	2,197.25	0.00	05/06/2014	Seeds, curlex blankets, peat moss		-			No	0000
205-430-515-5680	Landscaping supplies										
	1943054 Total:	2,197.25									
1943055	04/15/2014	56.98	0.00	05/06/2014	Sod staples		-			No	0000
205-430-515-5680	Landscaping supplies										
	1943055 Total:	56.98									
	RUSSO Total:	4,711.23									
	Russo Power Equipment Total:	4,711.23									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Sia Ida Joyce											
SIA											
04242014	04/24/2014	342.00	0.00	05/06/2014	Refund - Classes		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	04242014 Total:	342.00									
	SIA Total:	342.00									
	Sia Ida Joyce Total:	342.00									
Snap-On Industrial											
SNAPON											
ARV/22238195	03/29/2014	2,710.60	0.00	05/06/2014	Sockets, nuts, werench, brake set		-			No	0000
101-410-511-5745	Small tools										
	ARV/22238195 Total:	2,710.60									
ARV/22247889	03/31/2014	225.00	0.00	05/06/2014	Software update		-			No	0000
101-410-511-5745	Small tools										
	ARV/22247889 Total:	225.00									
ARV/22250558	04/01/2014	291.35	0.00	05/06/2014	Nut, socket for PW garage		-			No	0000
101-410-511-5745	Small tools										
	ARV/22250558 Total:	291.35									
ARV/22253499	04/01/2014	132.45	0.00	05/06/2014	Sockets for PW garage		-			No	0000
101-410-511-5745	Small tools										
	ARV/22253499 Total:	132.45									
ARV/22260662	04/02/2014	168.00	0.00	05/06/2014	Socket set for PW garage		-			No	0000
101-410-511-5745	Small tools										
	ARV/22260662 Total:	168.00									
ARV/22264342	04/02/2014	240.00	0.00	05/06/2014	Hex set for PW garage		-			No	0000
101-410-511-5745	Small tools										
	ARV/22264342 Total:	240.00									
ARV/22265905	04/02/2014	670.00	0.00	05/06/2014	Software update, Allison update		-			No	0000
101-410-511-5745	Small tools										
	ARV/22265905 Total:	670.00									
	SNAPON Total:	4,437.40									
	Snap-On Industrial Total:	4,437.40									
Standard Equipment Company											
STANDARD											
C90471	03/10/2014	3,001.35	0.00	05/06/2014	Gasket, bearing, ring, bushing		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90471 Total:	3,001.35									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
C90473	03/10/2014	742.48	0.00	05/06/2014	Main drive chain for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C90473 Total:	742.48									
	STANDARD Total:	3,743.83									
	Standard Equipment Company Total:	3,743.83									
Suburban Laboratories, Inc.											
SUBURB											
111143	03/31/2014	52.50	0.00	05/06/2014	Coliform testing and disinfectant		-			No	0000
660-620-519-5320	Consulting										
	111143 Total:	52.50									
	SUBURB Total:	52.50									
	Suburban Laboratories, Inc. Total:	52.50									
Sun-Times Media/Pioneer Press											
PIONEPRS											
752757-01	04/03/2014	20.00	0.00	05/06/2014	Bid notice for rock salt		-			No	0000
101-400-511-5510	Advertising										
	752757-01 Total:	20.00									
	PIONEPRS Total:	20.00									
	Sun-Times Media/Pioneer Press Total:	20.00									
Thompson Elevator Inspection S											
THOMPSO											
14-1142	04/15/2014	100.00	0.00	05/06/2014	One elevator plan review		-			No	0000
101-240-517-5399	Other professional services										
	14-1142 Total:	100.00									
	THOMPSO Total:	100.00									
	Thompson Elevator Inspection S Total:	100.00									
Urhausen Greenhouse											
URHAUSEN											
04142014	04/14/2014	1,300.00	0.00	05/06/2014	Flowers for Madeline's Garden		-			No	0000
101-160-511-5680	Landscaping supplies										
	04142014 Total:	1,300.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	URHAUSEN Total:	1,300.00									
	Urhausen Greenhouse Total:	1,300.00									
VCG Uniform											
VCGUNIFO											
10138	04/21/2014	300.00	0.00	05/06/2014	Uniform allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	10138 Total:	300.00									
10139	04/21/2014	110.00	0.00	05/06/2014	Uniform allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	10139 Total:	110.00									
10140	04/21/2014	163.95	0.00	05/06/2014	Uniform allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	10140 Total:	163.95									
10235	04/21/2014	302.85	0.00	05/06/2014	Uniform allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	10235 Total:	302.85									
	VCGUNIFO Total:	876.80									
	VCG Uniform Total:	876.80									
VMware, Inc											
VMWARE											
709329134	03/28/2014	1,550.40	0.00	05/06/2014	Police Server VMWare renewal		-			No	0000
101-250-511-5340	Maintenance Agreement Expense										
	709329134 Total:	1,550.40									
	VMWARE Total:	1,550.40									
	VMware, Inc Total:	1,550.40									
Warehouse Direct											
WAREHOUS											
2274307-0	03/28/2014	179.50	0.00	05/06/2014	Office supplies		-			No	0000
101-400-511-5700	Office supplies										
	2274307-0 Total:	179.50									
2275073-0	03/28/2014	207.73	0.00	05/06/2014	Office supplies		-			No	0000
101-210-511-5700	Office supplies										
	2275073-0 Total:	207.73									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
2276172-0	03/31/2014	112.27	0.00	05/06/2014	Office supplies		-			No	0000
101-210-511-5700	Office supplies										
	2276172-0 Total:	112.27									
2280822-0	04/03/2014	58.48	0.00	05/06/2014	Office supplies		-			No	0000
101-100-511-5270	Purchased program services										
2280822-0	04/03/2014	21.72	0.00	05/06/2014	Office supplies		-			No	0000
101-200-511-5799	Other materials & supplies										
	2280822-0 Total:	80.20									
2280826-0	04/03/2014	232.19	0.00	05/06/2014	Office supplies		-			No	0000
101-350-512-5700	Office supplies										
	2280826-0 Total:	232.19									
2280978-0	04/03/2014	140.63	0.00	05/06/2014	Office supplies		-			No	0000
101-240-517-5700	Office supplies										
	2280978-0 Total:	140.63									
2289027-0	04/11/2014	374.27	0.00	05/06/2014	Office supplies		-			No	0000
101-250-511-6530	Equipment - data processing										
2289027-0	04/11/2014	435.02	0.00	05/06/2014	Office supplies		-			No	0000
101-210-511-5700	Office supplies										
	2289027-0 Total:	809.29									
2293821-0	04/16/2014	30.52	0.00	05/06/2014	Office supplies		-			No	0000
101-350-512-5700	Office supplies										
	2293821-0 Total:	30.52									
2293822-0	04/16/2014	132.19	0.00	05/06/2014	Office supplies		-			No	0000
205-500-515-5700	Office supplies										
	2293822-0 Total:	132.19									
2293823-0	04/16/2014	22.94	0.00	05/06/2014	Office supplies		-			No	0000
101-100-511-5270	Purchased program services										
	2293823-0 Total:	22.94									
2294355-0	04/17/2014	122.83	0.00	05/06/2014	Office supplies		-			No	0000
101-300-512-5730	Program supplies										
	2294355-0 Total:	122.83									
	WAREHOUS Total:	2,070.29									
	Warehouse Direct Total:	2,070.29									
Westmont Auto Parts											
WESTMONT											
2485	03/03/2014	41.59	0.00	05/06/2014	Sensor for Squad 1		-			No	0000
101-300-512-5480	R&M - vehicles										
	2485 Total:	41.59									
2506	03/04/2014	45.29	0.00	05/06/2014	Belt motor for Squad 21		-			No	0000
101-300-512-5480	R&M - vehicles										
	2506 Total:	45.29									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
2580	03/10/2014	87.81	0.00	05/06/2014	Idler and belt for Squad 21		-			No	0000
101-300-512-5480	R&M - vehicles										
	2580 Total:	87.81									
2584	03/07/2014	59.61	0.00	05/06/2014	Belt tensioner for Squad 21		-			No	0000
101-300-512-5480	R&M - vehicles										
	2584 Total:	59.61									
2663	03/12/2014	229.53	0.00	05/06/2014	Alternator for Squad 21		-			No	0000
101-300-512-5480	R&M - vehicles										
	2663 Total:	229.53									
2672	03/12/2014	175.78	0.00	05/06/2014	Alternator for Squad 21		-			No	0000
101-300-512-5480	R&M - vehicles										
	2672 Total:	175.78									
2803	03/19/2014	126.14	0.00	05/06/2014	Switch for Squad 21		-			No	0000
101-300-512-5480	R&M - vehicles										
	2803 Total:	126.14									
3057	04/07/2014	113.76	0.00	05/06/2014	Filters for PD		-			No	0000
101-300-512-5480	R&M - vehicles										
	3057 Total:	113.76									
3060	04/07/2014	82.80	0.00	05/06/2014	Filters for PD		-			No	0000
101-300-512-5480	R&M - vehicles										
	3060 Total:	82.80									
5796	03/19/2014	72.81	0.00	05/06/2014	Switch for Squad 21		-			No	0000
101-300-512-5480	R&M - vehicles										
	5796 Total:	72.81									
	WESTMONT Total:	1,035.12									
	Westmont Auto Parts Total:	1,035.12									
	Report Total:	86,080.10									

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Accounts Payable
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User: jmm
Printed: 04/29/2014 - 1:50 PM
Batch: 106-05-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Air One Equipment											
AIRONE											
94745	04/21/2014	30.00	0.00	05/06/2014	Air fitting coupling		-			No	0000
101-350-512-5745	Small tools										
	94745 Total:	30.00									
	AIRONE Total:	30.00									
	Air One Equipment Total:	30.00									
Atlas Bobcat Inc											
ATLASB											
BM1781	04/08/2014	677.73	0.00	05/06/2014	Drive belt, fitting for Stump Grinder		-			No	0000
101-440-513-5730	Program supplies										
	BM1781 Total:	677.73									
	ATLASB Total:	677.73									
	Atlas Bobcat Inc Total:	677.73									
Best Quality Cleaning, Inc.											
BESTQU											
3308	04/20/2014	2,813.34	0.00	05/06/2014	Cleaning Service - April 2014		-			No	0000
101-420-511-5240	Janitorial										
3308	04/20/2014	416.66	0.00	05/06/2014	Cleaning Service - April 2014		-			No	0000
205-571-515-5240	Janitorial										
	3308 Total:	3,230.00									
	BESTQU Total:	3,230.00									
	Best Quality Cleaning, Inc. Total:	3,230.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Bound Tree Medical, LLC											
BOUND											
109055	04/21/2014	544.30	1.00	05/06/2014	Manikin tension pneumothorax simulator 1		-		00000521	No	0001
101-350-512-6570	Equipment - public safety										
109055	04/21/2014	215.90	2.00	05/06/2014	Manikin replacement skin		-		00000521	No	0002
101-350-512-6570	Equipment - public safety										
109055	04/21/2014	2,289.99	1.00	05/06/2014	Airway trainer		-		00000521	No	0003
101-350-512-6570	Equipment - public safety										
109055	04/21/2014	26.00	1.00	05/06/2014	Tape cricothyroid membrane		-		00000521	No	0004
101-350-512-6570	Equipment - public safety										
109055	04/21/2014	157.00	1.00	05/06/2014	Neck skins for the cricoid stick simulat		-		00000521	No	0005
101-350-512-6570	Equipment - public safety										
109055	04/21/2014	60.00	1.00	05/06/2014	Shipping		-		00000521	No	0006
101-350-512-6570	Equipment - public safety										
	109055 Total:	3,293.19									
	BOUND Total:	3,293.19									
	Bound Tree Medical, LLC Total:	3,293.19									
Cassidy Tire											
CASSIDYT											
3180919	01/30/2014	55.00	0.00	05/06/2014	Wheel Alignment		-			No	0000
101-440-513-5480	R&M - vehicles										
	3180919 Total:	55.00									
3181609	03/21/2014	55.00	0.00	05/06/2014	Alignment		-			No	0000
101-440-513-5480	R&M - vehicles										
	3181609 Total:	55.00									
	CASSIDYT Total:	110.00									
	Cassidy Tire Total:	110.00									
Cav Comm Corporation											
CAVCOMM											
104072	04/23/2014	600.00	0.00	05/06/2014	Projector rental - Boards & Comm. dinner		-			No	0000
101-100-511-5270	Purchased program services										
	104072 Total:	600.00									
	CAVCOMM Total:	600.00									
	Cav Comm Corporation Total:	600.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Douglas Truck Parts											
DOUGTK											
35126	04/18/2014	54.24	0.00	05/06/2014	Light, plate bracket, marker for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	35126 Total:	54.24									
71017	04/18/2014	25.00	0.00	05/06/2014	Gloves for Shop		-			No	0000
101-410-511-5730	Program supplies										
	71017 Total:	25.00									
	DOUGTK Total:	79.24									
	Douglas Truck Parts Total:	79.24									
Duntemann Mark											
DUNTEMAN											
2014-17	04/24/2014	7,527.50	0.00	05/06/2014	Spring planting, service request		-			No	0000
101-400-511-5039	Other contract labor										
	2014-17 Total:	7,527.50									
	DUNTEMAN Total:	7,527.50									
	Duntemann Mark Total:	7,527.50									
Elmund & Nelson Co.											
ELMUND											
1404073	04/22/2014	295,805.77	0.00	05/06/2014	Pratt Ave Street Lighting Project		-			No	0000
213-000-561-6310	Street lights' improvements										
1404073	04/22/2014	-29,580.58	0.00	05/06/2014	10% retention		-			No	0000
213-000-561-6310	Street lights' improvements										
	1404073 Total:	266,225.19									
	ELMUND Total:	266,225.19									
	Elmund & Nelson Co. Total:	266,225.19									
Fleet Safety Supply											
FLEETS											
60151	04/22/2014	298.11	0.00	05/06/2014	Auto ejector E15		-			No	0000
101-350-512-5430	R&M - Fire & EMS equipment										
	60151 Total:	298.11									
	FLEETS Total:	298.11									

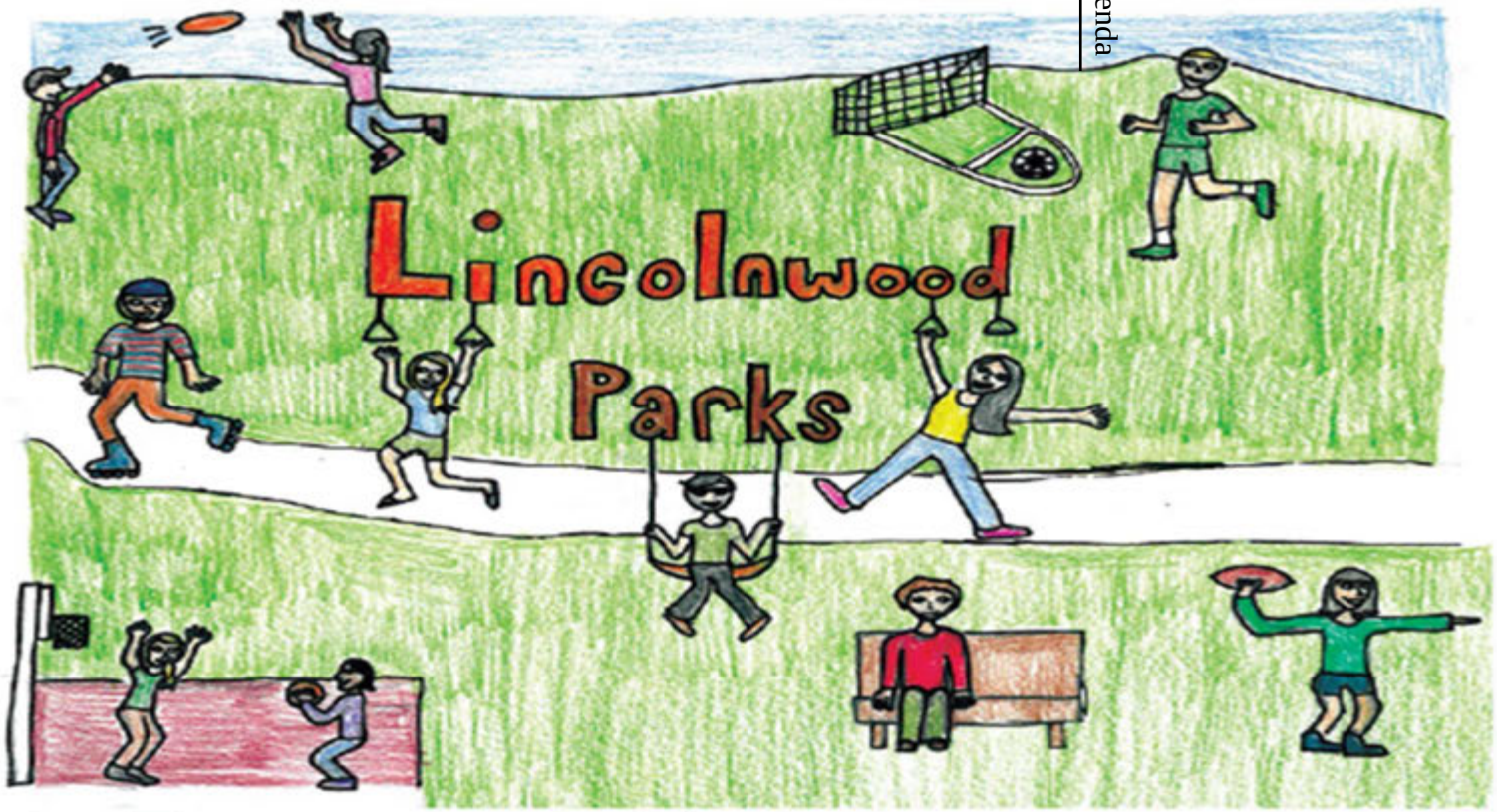
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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Fleet Safety Supply Total:	298.11									
Gewalt Hamilton Associates Inc											
GEWALT											
4700.002-04	04/07/2014	9,395.15	0.00	05/06/2014	LWD Storm water pilot program thru 3/14		-			No	0000
660-620-519-5320	Consulting										
	4700.002-04 Total:	9,395.15									
4700.004-01	04/07/2014	4,470.00	0.00	05/06/2014	LWD Purple Hotel Storm Water DSN		-			No	0000
660-620-519-5320	Consulting										
	4700.004-01 Total:	4,470.00									
	GEWALT Total:	13,865.15									
	Gewalt Hamilton Associates Inc Total:	13,865.15									
Grossinger Autoplex											
GROSSING											
302598CDR	04/11/2014	147.74	0.00	05/06/2014	Spark plug, wire kit fitting for Truck 2		-			No	0000
660-620-519-5480	R&M - vehicles										
	302598CDR Total:	147.74									
	GROSSING Total:	147.74									
	Grossinger Autoplex Total:	147.74									
HD Supply Waterworks, LTD.											
HDSUPPLY											
C261203	04/15/2014	61.00	0.00	05/06/2014	Shut off wrench for Water Dept		-			No	0000
660-620-519-5745	Small tools										
	C261203 Total:	61.00									
C267774	04/15/2014	120.00	0.00	05/06/2014	Shut off wrench for Water Dept		-			No	0000
660-620-519-5745	Small tools										
	C267774 Total:	120.00									
	HDSUPPLY Total:	181.00									
	HD Supply Waterworks, LTD. Total:	181.00									
Lee Auto Parts											
LEEAUTOP											
442-270968	04/14/2014	8.19	0.00	05/06/2014	Bleeder kit for Truck 8		-			No	0000
101-440-513-5480	R&M - vehicles										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	442-270968 Total:	8.19									
442-271100	04/15/2014	38.78	0.00	05/06/2014	Brake fluid for Truck 48		-			No	0000
101-440-513-5480	R&M - vehicles										
	442-271100 Total:	38.78									
442-271280	04/16/2014	3.99	0.00	05/06/2014	Radiator cap for bid Blazer		-			No	0000
101-440-513-5480	R&M - vehicles										
	442-271280 Total:	3.99									
	LEEAUTOP Total:	50.96									
	Lee Auto Parts Total:	50.96									
Palatine Oil, Co, Inc.											
PALAT											
7041358	04/07/2014	934.40	0.00	05/06/2014	Oil 15W40.25 for Police Dept		-			No	0000
101-300-512-5480	R&M - vehicles										
	7041358 Total:	934.40									
	PALAT Total:	934.40									
	Palatine Oil, Co, Inc. Total:	934.40									
Tyco Integrated Security, LLC											
ADTSS											
21648435	04/10/2014	460.18	0.00	05/06/2014	Repairs to alarm system at PW Dept		-			No	0000
101-420-511-5405	R&M - buildings										
	21648435 Total:	460.18									
	ADTSS Total:	460.18									
	Tyco Integrated Security, LLC Total:	460.18									
	Report Total:	297,710.39									

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Lincolnwood

2014-2015

Expires June 30, 2015

00001

Gerald C. Turry – Village President
Beryl Herman – Village Clerk

Request For Board Action

REFERRED TO BOARD: May 6, 2014 **AGENDA ITEM NO: 1**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Accepting the Village Board's Strategic Plan for 2014 – 2016

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
In 2005 the Village Board adopted its first Strategic Plan. This plan outlined the Village Board's vision for the community for the next five years. Included in the plan were more specific goals and objectives for pursuit over the ensuing two years. Since then the Village Board has adopted a new Strategic Plan every two years.

On January 28, 2014 the Village Board met to develop a new Strategic Plan. The Village engaged Rob Oberwise of Executive Partners who facilitated the creation of the Village's previous Strategic Plan. At the conclusion of the meeting the Village Board identified 12 goals. On March 5 the Village's executive team met with Mr. Oberwise who together developed several objectives that will help achieve the 12 goals. After receiving direction from the Village Board and input by staff, Mr. Oberwise developed a draft Strategic Plan which was presented to the Committee of the Whole on April 16.

Approval of the attached Resolution will formally accept the Strategic Plan document and establish it as the Village's "blueprint" for the next several years. The Strategic Plan will be published to the Village website and will be available for public view at Village Hall and staff will provide periodic progress reports to the Village Board over the next two years.

FINANCIAL IMPACT:
None.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Strategic Plan Report 2014 – 2016

RECOMMENDED MOTION:
Move to approve a Resolution adopting the 2014 – 2016 Village Strategic Plan**.**

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2014-_____

A RESOLUTION ADOPTING THE 2014-2016 VILLAGE STRATEGIC PLAN

WHEREAS, since 2005, the Village President and Board of Trustees have adopted a strategic plan every two years, which outlines the specific goals and objectives for pursuit by the Village in the ensuing two-year period; and

WHEREAS, with the input and direction of the Village President and Board of Trustees and the assistance of Village Staff, Executive Partners, of North Barrington, Illinois, has prepared a 2014-2016 Village Strategic Plan, in the form attached to this Resolution as **Exhibit A** (***"2014-2016 Village Strategic Plan"***); and

WHEREAS, the Village President and Board of Trustees have determined that the adoption of the 2014-2016 Village Strategic Plan 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. ADOPTION OF STRATEGIC PLAN. The 2014-2016 Village Strategic Plan is hereby approved and adopted in substantially the form attached to this Resolution as **Exhibit A**.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2014.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2014.

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

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

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

#29375252_v1

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EXHIBIT A

2014-2016 VILLAGE STRATEGIC PLAN

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STRATEGIC PLAN REPORT
2014 – 2016

MAY 2014

EXECUTIVE PARTNERS
EXPERT STRATEGY. EXECUTED. EMBRACED.

GO BEYOND.

14 Hidden Brook Drive
North Barrington, Illinois 60010
847 713 2600 office
847 713 2602 fax
executivepartners.com

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.

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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

- 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

WEAKNESSES

- 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

- 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

THREATS

- 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	• 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	• 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	• 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	• Continue to develop a conservative/balanced budget • Department head – develop balanced budget, manage to balanced budget, continue high-quality customer service	Finance Office of Village Manager All departments
Reexamine and update the Comprehensive Plan	• 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

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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)	• 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	• 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	• 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	• 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	• 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

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GOALS/OBJECTIVES - 2014 – 2016 (continued)

GOALS	OBJECTIVES	RESPONSIBLE DEPARTMENTS
Reuse of Dominick's site	• 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	• 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

Request For Board Action

REFERRED TO BOARD: May 6, 2014 **AGENDA ITEM NO: 2**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Award a Bid for the Purchase of 800 Tons of Bulk Rock Salt in the Amount of $60,688 to Cargill, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Village relies upon bulk rock salt ("road salt") to maintain the safety of roadways during periods of snow and ice. The Village annually purchases approximately 800 tons of bulk rock salt for snow and ice control operations during the winter months.

On April 3, 2014 a bid was advertised in the *Dodge Report* and the *Lincolnwood Pioneer Press* for the purchase of 800 tons of bulk rock salt. Bid packets were sent to four vendors. On April 17, 2014 the Village received four bids.

The following table displays the bids received:

Vendor	Vendor Location	Price Per Ton	Total Contract Price
Cargill, Inc.	North Olmstead, OH	$ 75.86	$ 60,688.00
Morton Salt, Inc.	Chicago, IL	$ 77.71	$ 62,168.00
Central Salt	Elgin, IL	$ 79.21	$ 63, 368.00
North American Salt	Overland Park, KS	$ 79.59	$ 63,672.00

The lowest responsible bidder, meeting all bid specifications, is Cargill, Inc. Staff has checked their references, all of which confirm that Cargill, Inc. provides quality service in a timely manner, making them the lowest, responsible bidder. Cargill, Inc. also provided the Village with bulk rock salt in 2011.

FINANCIAL IMPACT:
$66,000 has been budgeted in the fiscal year 2014/2015 budget for the purchase of salt and anti-ice liquids for snow and ice removal.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Bid Proposal
3. Contract

RECOMMENDED MOTION: Move to approve a Resolution approving the award of the purchase of 800 tons of bulk rock salt to Cargill, Inc.

RESOLUTION NO. R2014-_____

A RESOLUTION APPROVING THE AWARD OF THE PURCHASE OF 800 TONS OF BULK ROCK SALT TO CARGILL, INC. OF NORTH OLMSTEAD, OH

WHEREAS, the Village sought proposals for the award of the purchase of 800 tons of bulk rock salt (***"Contract"***); and

WHEREAS, Cargill, Inc. of North Olmstead, OH (***"Cargill"***), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

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

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

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

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Cargill shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of_____, 2014.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2014.

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

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

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

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EXHIBIT A

CONTRACT

PROPOSAL

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

2014 Bulk Sodium Chloride

BIDDER'S PROPOSAL

Full Name of Bidder Cargill, Inc. -Deicing Technology Business Unit ("***Bidder***")

Principal Office Address 24950 Country Club Blvd. #450, North Olmsted, OH 44070

Local Office Address Same as Above

Contact Person Stacey Bruzda Telephone 800-600-7258

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

Attention: Manuel Castaneda, Director of Public Works, 2014 Bulk Sodium Chloride

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents ("*Bid Package*").

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

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("***Work Site***") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to furnish and deliver bulk sodium chloride (highway deicing salt) for the 2014 season ; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all

applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

2. **Contract Price Proposal**

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

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

	Unit Price Item	Unit	Price Per Unit
1	Bulk Rock Salt	800 Tons	$ 75.86

TOTAL CONTRACT PRICE:

Sixty-Thousand Six-Hundred Eighty-Eight (in writing) Dollars and Zero (in writing) Cents

$60,688 (in figures) Dollars and 00 (in figures) Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. ***The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;***

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

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

All claim or right to ***dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to*** claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.3.

Contract Time Proposal

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

4. **Firm Proposal**

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

5. **Bidder Representations**

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

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

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

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

6. **Surety and Insurance**

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

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of $3,034.40 dollars ("***Bid Security***"). *** Bid Security issued in the form of a Bid Bond ***

8. **Owner's Remedies**

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

9. **Owner's Rights**

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

10. **Bidder's Obligations**

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

DATED this 14th day of April, 2014.

ATTEST:

Cargill, Inc - Deicing Technology Business Unit
Bidder

By: [signature]

Title: Distribution Manager

By: [signature]
Stacey Bruzda

Title: Customer Solutions Specialist

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

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

2014 Bulk Sodium Chloride

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Delaware, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Cargill, Inc. -Deicing Technology Business Unit

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	Please See Attached	
Vice President		
Secretary		
Treasurer		

2. **Partnership**

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



Cargill, Incorporated - Deicing Technology Business Unit
Corporate Officers:

Dave MacLennan, President - Chief Executive Officer
15407 McGinty Rd., Wayzata, MN 55391

William A. Buckner, Senior Vice President
15407 McGinty Rd., Wayzata, MN 55391

Richard Maxfield, President - Business Unit Leader
24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

Kenneth G. Howe, Assistant Vice President - Sales Manager
24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

Robin Kiewatt, Assistant Vice President - Supply Chain Manager
24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

Doug Johnson, Assistant Vice President - Mine Operations Manager
24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

Return to VB Agenda

CONTRACT BETWEEN

VILLAGE OF LINCOLNWOOD

AND

Cargill Deicing Technology

FOR THE CONSTRUCTION OF

2014/2015 Bulk Sodium Chloride

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APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation ("***Owner***"), and **Cargill Deicing Technology 24950 Country Club Blvd. #450 North Olmsted Ohio 44070** , a **Deicing Technology Business** ("***Contractor***"), make this Contract as of the **_____** day of **_____, 2014**, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

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

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

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

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

2.2 Delays

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

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

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

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

4.3 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

5.6 Deductions

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

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

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

Brett Miller
Cargill Inc. Deicing Technology

24950 Country Club Blvd.

#450 North Olmsted Ohio, 44070

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

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

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

7.12 Compliance with Patents

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

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

7.13 Time of the Essence

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

7.14 Calendar Days and Time

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

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments and Modifications

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

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

ATTEST:

By:_____
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD

_____
Timothy C. Wiberg, Village Administrator

ATTEST:

By:_____

Title:_____

Cargill Deicing Technology

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

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

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

DATED this _____ day of _____, 2011__.

ATTEST:

Cargill Inc. Deicing Technology

By: _____

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

Title: _____

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

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

My Commission Expires: _____

_____
Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**:
To provide all labor, services, transportation, equipment and other means and items necessary for the supply and delivery of 800 tons of bulk highway deicing salt to be used for ice and snow removal and control. The contract to provide this product is for the period of June 20, 2014 to April 30, 2015.

2. **Work Site**:

Village of Lincolnwood Public Works Department located at 7001 N. Lawndale Ave Lincolnwood, IL 60712.

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

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

4. **Commencement Date**:

October 1, 2014

5. **Completion Date**:

April 30, 2015, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage**:

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$_300,000_ injury-per occurrence

$_500,000_ disease-per employee

$_____ disease-policy limit

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

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

All employees shall be included as insured.

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

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

(2) Bodily Injury:

$_500,000 per person

$_1,000,000_ per occurrence

(3) Property Damage:

$_1,000,000 per occurrence, and

$_2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- Bodily Injury and Property Damage

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

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

All employees shall be included as insured.

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

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

7. **Contract Price**:

	Unit Price Item	Unit	Price Per Unit
1	Bulk Rock Salt	800 Tons	$67.27 per Ton

8. **Progress Payments**:

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

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

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

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

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

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

ATTACHMENT B

SPECIFICATIONS

INTENT

The Village of Lincolnwood is accepting bids from qualified vendors to provide bulk sodium chloride (highway deicing salt) for the 2014/2015 winter season. It is the intention of these specifications to furnish sufficient detail to permit qualified vendors to quote on furnishing and delivery of such product to the Village of Lincolnwood Public Works Department located at 7001 North Lawndale Avenue, Lincolnwood, Illinois 60712. The Village of Lincolnwood reserves the right to reject any or all bids, to waive any informalities in bidding and to accept that proposal deemed most advantageous to the Village.

SCOPE OF SERVICE

The successful vendor shall provide all labor, services, transportation, equipment and other means and items necessary for the supply and delivery of bulk highway deicing salt to be used for ice and snow removal and control in accordance with these specifications. Proposals are being requested for a one-year contract with an option to renew for one year to provide this product for the period of June 20, 2014 to April 30, 2015.

DEFINITIONS

"Deicing Salt" shall mean sodium chloride intended for use as a deicer for road maintenance purposes and meeting the American Society for Testing Materials –Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the invitation for bids except as modified in this bid document.

"Public Works Department" shall mean the Village of Lincolnwood Public Works Department, 7001 North Lawndale Avenue, Lincolnwood, Illinois 60712.

"*Vendor*" as used herein, means a provider of goods and services, or both, who is responding to a bid.

"Village" shall mean the Village of Lincolnwood.

GUARANTEED PURCHASE

On an annual basis, the Village uses approximately 800 tons of deicing salt. During the contract period, the Village guarantees to purchase not less than 85% of the contract amount. The vendor guarantees to furnish not less than 120% (if required) of the contract amount by April 1, 2014 at the same unit price bid.

DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions and specifications and the vendor shall be held liable. Such deviations and exceptions however, may result (solely at the Village's discretion) in rejection of the bid as being non-responsive.

NOTICE TO PROCEED

The vendor shall not commence work under this agreement until notice to proceed in the form of an approved purchase order has been provided by the Village.

MATERIAL SPECIFICATIONS AND REQUIREMENTS

Unless otherwise provided, all deicing salt shall comply with the latest published standard methods of the American Society for Testing Materials –Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the invitation for bids except as modified in this bid document.

Grade 1 provides a particle grading for general application and has been found by latest research to be most effective for ice control and skid resistance under most conditions.

PHYSICAL COMPOSITION

Deicing salt shall meet the following physical and chemical requirements:

1. Gradation

    a. Passing a 1/2 inch (12.5 mm) sieve 100%
    b. Passing a 3/8 inch (9.5 mm) sieve 95 to 100%
    c. Passing a No. 4 (4.75 mm) sieve 20 to 90%
    d. Passing a No. 8 (2.36mm) sieve 10 to 60%
    e. Passing a No. 30 (600 um) sieve 0 to 15%

2. Highway deicing salt furnished on any order will not contain more than one-half pound nor less than 35 ppm of ferric ferrcyanide or sodium ferrocyanide per ton at the delivery point.

3. The deicing salt shall arrive at the Village of Lincolnwood Public Works Department facility in a free flowing and usable condition.

4. Reclaimed or re-crushed rock salt will not be accepted.

5. The Village reserves the right to reject any shipments of deicing salt which are delivered in a frozen or caked condition, or which contain free water.

6. The sodium chloride content shall be not less than 95.0 percent.

   In the case of deicing salt sampled after delivery to the Village, tolerances from the foregoing specified values shall be allowed as follows:

   Grading – 5 percentage points on the maximum value for the range for each sieve size, except the 1/2 inch (12.5 mm) and 3/8 inch (9.55 mm) for Grade 1.

   Chemical Composition – 0.5 percentage point.

FOREIGN MATERIALS

Truckloads of deicing salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. may be rejected at the delivery site. In the event the Village discovers foreign material in truckloads of deicing salt already dumped, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the Village and returned for credit. The vendor shall immediately ship a conforming load of replacement deicing salt.

PRODUCT AVAILABILITY AND INSPECTION

The successful vendor shall be required to furnish satisfactory evidence by November 1st, of each year that they have or will have stockpiles of deicing salt in Illinois or near its boundaries in sufficient quantities to satisfy contractual requirements. Such stockpiles must be near enough to delivery points to allow for timely deliveries.

The successful vendor may also be required to furnish a list of commitments against these stockpiles as a result of other contracts. If, in the opinion of the Village, the vendor does not have sufficient stockpile quantities to satisfy contractual requirements, the Village may reward a portion or all of the awards to the vendor(s) offering to honor the contract price or its next lowest compliant bid.

The Village reserves the right to make inspection and tests of the deicing salt, either at the origin of the shipment, barge unloading points or at destination, whichever is most convenient to the Village.

ORDERING AND DELIVERY

1. The Village of Lincolnwood will place an initial fill order on or about September 15, 2011. The successful vendor will be required to ship the initial fill order by October 31, 2011 in increments acceptable to the Village. The initial fill order may be up to 60% (480 tons) of the total order.

2. During seasonal deliveries between November 1, 2014 and April 1, 2015, the Village may order up to 20% of the awarded contract tonnage in any given seven day period.

3. Delivery of orders placed between November 1, 2014 and April 1, 2015 shall begin within 3 (three) calendar days and must be completed within five (five) calendar days after the request for shipment or order. The day count begins on the first calendar day after the order is placed. The day count shall follow the examples shown below. Delivery shall be made by the following formula: At least 30% must be delivered by 3:00 p.m. on day three; at least a total of 60% must be delivered by 3:00 p.m. on day four; and the entire 100% must be delivered by 3:00 p.m. on day five.

4. **The Village will NOT accept deliveries when it is raining.**

Examples:

Order placed Monday. Day 1 is Tuesday, Day 2 is Wednesday, delivery should begin on or before Thursday, delivery should continue on Friday, delivery should conclude on Monday.

Order placed Tuesday. Day 1 is Wednesday, Day 2 is Thursday, Delivery should begin on or before Friday, delivery should continue on Monday and conclude on Tuesday.

Order placed Wednesday. Day 1 is Thursday, Day 2 is Friday, and delivery should begin on or before Monday and conclude on Tuesday.

Order placed Thursday. Day 1 is Friday, Day 2 is Monday, and delivery should begin on or before Tuesday and conclude on Wednesday.

Order placed Friday. Delivery begins Monday and concludes on Wednesday.

5. Deicing salt transported in open trucks shall be covered to provide protection against the weather. Trucks used for transportation shall be clear of foreign objects or debris and dry. The obligation for the protection of the deicing salt rests solely with the vendor (holder of the purchase order).

6. Deliveries made by motor truck will be accepted only during regular work days and working hours, 8:00 a.m. to 4:00 p.m. Monday thru Friday, except as specified in the next section (ORDERING AND DELIVERING – 6), or when special arrangements have been made in advance with the Director of Public Works or their designee.

7. Delivery Location: The vendor shall deliver all material to the Village of Lincolnwood Public Works Department located at 7001 North Lawndale Avenue, Lincolnwood, Illinois 60712

8. All deicing salt that is delivered by motor trucks is to be transported in dump trucks or in self-unloading vehicles. It shall be the responsibility of the vendor to unload the deicing salt as directed by the Village.

9. All releases will be for amounts that will make a full truck load (minimum 20 tons). Vendors will not be expected to haul partial loads.

10. Delivery tickets shall be a certified scale ticket indicating gross, tare and net weight of each truckload of deicing salt. Unless otherwise directed, each delivery ticket must also be signed by an authorized Village representative at the delivery location point to verify the Village has accepted the material. The vendor shall include the date of delivery on each delivery ticket.

LIQUIDATED DAMAGES AND DELIVERY FAILURE DAMAGES

Orders placed between November 1, 2014 and April 1, 2015 shall be subject to application of liquidated damages as stated herein.

If the vendor is unable to make delivery within the authorized delivery time, the Village shall have the right to retain as liquidated damages, and not as a penalty, $0.20 per ton per calendar day on the undelivered portion of the order.

If after seven calendar days of liquidated damage assessment the vendor has still failed to deliver as required, the Village reserves the right to take action to remedy the failure of the vendor to perform without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or other action to ensure availability of salt for public safety purposes.

INVOICING

1. Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of deicing salt delivered. The vendor shall include the release order number and the date of delivery on each delivery ticket.

2. The deicing salt will be paid for at the contract unit price per ton for furnishing and transporting deicing salt to the Village of Lincolnwood Public Works Department.

COMMUNICATION/POINT OF CONTACT

1. The vendor shall meet with the Director of Public Works or their representative to review the terms, conditions and any other pertinent information prior to beginning work on the contract or should issues arise during completion of the contract.

2. The successful vendor shall be required to submit to the Village within ten (10) calendar days after receipt of the contract, a list of ordering, delivery and billing contacts and phone numbers and email address if available.

CONTRACT PERIOD/TERMS

CONTRACT LENGTH

The initial term of this contract shall be a one (1) year period commencing June 20, 2014 and expiring April 30, 2015. This price quoted by the vendor must remain in effect from date of bid acceptance until April 30, 2015.

DELIVERY TERMS

Prices shall be quoted F.O.B. delivered and unloaded to the Village of Lincolnwood Public Works Department. All costs associated with delivering salt to this drop point are included in each price per ton. Other F.O.B. terms will not be accepted.

CONTRACT EXTENSION

The initial term of this agreement shall be for one (1) year commencing on June 20, 2011 and expiring April 30, 2015. The term of this agreement may be extended for one-year periods for a maximum of three (3) additional years, if approved and accepted in writing by both the vendor and the Village prior to April 30th of the appropriate year.

Vendor performance, quality of products, price, costs savings and the Vendor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by the Village to exercise an option year. Vendors must submit a written proposal requesting the Village exercise

an option year no later than March 15th of the appropriate year, providing price for the subsequent contract year and other pertinent information that would assist the Village in the decision making process.

The initial agreement places no obligation on the Village to renew or appropriate funds for salt purchasing beyond the initial term of the agreement and agreement extensions are dependent upon sufficient funds being appropriated each fiscal year by the Village Board of Trustees for this work.

LATE SEASON DISCOUNT OPTION

After March 1, 2015, the Village and vendor may negotiate and agree to a late season discount to be offered for late season purchases within this contract term. Negotiated discount shall be a single percentage to be applied to the contracted price within this contract. Such purchases are dependent upon availability of deicing salt for late season delivery and invoicing prior to contract expiration.

PURCHASES GREATER THAN 120% OF GUARANTEED LIMIT – ECONOMIC ADJUSTMENT

The vendor's price shall remain firm up to the 120% guaranteed limit. In the event the Village reaches the 120% guaranteed purchase limit established by this contract and elects to purchase additional deicing salt over and above the 120% guaranteed level, if necessary the vendor shall demonstrate that increases in the costs for goods covered by the contract issued as the result of this invitation for bid have increased by more that 5% during the time period in which the contract is in effect.

The vendor, upon submission of written proof of such increase to the Village and subsequent approval of the Village, is entitled to adjust the price by an amount sufficient to compensate the vendor completely and precisely for such increase. The claim for such an adjustment must include a certification from the manufacturer/supplier verifying that their cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the vendor. No increase or change in the vendor's overhead or profit, or other factors will be approved. The Village reserves the right to ask for invoices, published price lists or any other evidence establishing the vendor's costs to support the increase. Increases which are 5% or less will not be considered.

In all cases, the vendor must file a claim for such adjustment prior to the delivery of the goods. If the vendor has complaints filed against him for non-delivery, his request may be denied until such time as all past complaints are resolved to the satisfaction of the Village. In any event, the claim for such adjustment will not apply to orders dated prior to the date the Village received the required documentation necessary to justify the increase.

In the event such costs should decrease by more than 5% during the time period such contract is in effect, the vendor shall adjust the price downward to reflect such decrease. Such decreases shall become effective immediately upon notification to the vendor by its supplier of the amount

of the decrease. It is the responsibility of the vendor to notify the Village of any such decrease.

In the event the adjusted price offered by the vendor to the Village is higher than the next lowest vendor's bid which was offered on the bid invitation, and if the next lowest bidder is willing to hold its quoted price firm, or if other vendors are willing to honor the current contract price, the Village shall be permitted to procure deicing salt from other vendor (s) at the lowest quoted price. In this case, a secondary award will be made and will be in effect for as long as the quoted price remains firm. Should more than one vendor agree to honor the current contract price, a determination of the disposition of secondary awards will be made in the best interests of the Village.

QUALIFICATIONS AND REFERENCES

The successful vendor must have extensive experience in the business of providing bulk highway deicing salt to agencies responsible for maintaining safe roadways through winter season snow and ice removal operations and must demonstrate evidence of their ability to meet or exceed the contract terms.

Vendors shall provide the following with their bid documentation:

1. Names and locations of salt stockpiles/terminals and the county/individual locations they will service.

2. Names of trucking companies and the salt terminals that they will operate from. This will include whether or not they are under contract with the vendor or independent haulers.

3. Estimated daily capacity of each terminal to deliver salt to the Village. This "thru-put" capacity needs to be understood as a realistic estimate of what could be expected under adverse weather conditions.

4. All vendors that are dependent upon another salt producer for its supply will provide a statement from their salt supplier guaranteeing that the vendor has a supply commitment for the Village. This statement shall be supplied with the bid response.

5. Vendors must return with the bid document, a list of no less than four (4) references from a local government agency that has purchased comparable quantities of the specified product within the last two (2) years. The list must include the name of the government agency along with the name and phone number of a contact person for each agency.

VENDOR RESPONSIBILITIES

PERSONNEL AND EQUIPMENT

The vendor shall supply all material, equipment and personnel necessary to complete the work specified.

VENDOR SAFETY RESPONSIBILITY

Nothing in this contract or the contracts is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the vendor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by the Public Works Department, including officers and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to their parties, regarding work place safety.

In order to ensure this and other duties of the Vendor, certain indemnification and insurance is required by the contract. Additionally, the vendor guarantees to the Public Works Department a safe work place shall be provided for all employees of the vendor and each of its subcontractors. There shall be no violation by the vendor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other work placed safety act of the State of Illinois or other work place safety requirement. The vendor agrees to require this work place safety guarantee of all subcontractors, and expressly require the Village of Lincolnwood to be a third party beneficiary of each guarantee.

PAYMENT OF TOLLS

The vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the Village.

MISCELLANEOUS INFORMATION

Under no circumstance will the Village extend storage or security of the vendor's stock or equipment at the Public Works Department.

BIDDING QUESTIONS

Those submitting bids are encouraged to contact us to discuss any specific subject or problem which they believe has been overlooked in this specification or that needs further clarification of our intent prior to the bid opening.

After bids have been submitted, the vendor(s) shall not assert that there was any misunderstanding concerning the scope of the project nor the nature of the work to be performed.

ATTACHMENT D

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

APPENDIX 1

PREVAILING WAGE ORDINANCE

Request For Board Action

REFERRED TO BOARD: May 6, 2014 **AGENDA ITEM NO: 3**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Awarding a Bid for Sidewalk Replacement Services in the Amount of $4.18 Per Square Foot of Existing Sidewalk, $13.00 Per Linear Foot of Curb and $160.00 Per ADA Tile to Suburban Concrete

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Each year Village staff surveys the community for dangerous or hazardous public sidewalks to be replaced as part of the Village's annual sidewalk replacement program. The program is 100% funded by the Village. Annually, the Village conducts a sealed bid process to retain the services of a contractor to perform the sidewalk and curb replacement services.

This year staff worked with the following municipalities: Kenilworth and Wilmette to conduct a joint bid for the sidewalk program. Through this collaboration, the communities intended to present an economy of scale to potential bidders, thus providing opportunities for increased revenues to the successful bidder as well as reduced costs to the bidder and the communities.

On April 4, 2014 the Village of Kenilworth requested bids on behalf of the communities participating in the joint bid for the sidewalk replacement program. The bid notice was posted in the Pioneer Press and the Wilmette Life. On May 1, 2014 the Village of Kenilworth received 4 bids on behalf of the joint bid process. A detailed breakdown of the bid results may be found below:

Bidder	Total Contract Price (Includes all three communities)
Suburban Concrete, Inc.	$103,558.00
Schroeder and Schroeder, Inc.	$118,680.00
Globe Construction Company, Inc.	$153,190.00
D'land Construction LLC.	$193,959.90

Staff has checked the references of Suburban Concrete, Inc., all of which confirm that they provide quality service in a timely manner, making them the lowest, responsible bidder. Suburban Concrete, Inc. also provided excellent sidewalk replacement services to the Village in 2013.

FINANCIAL IMPACT:
$85,000 has been budgeted in the fiscal year 2014/2015 Street Maintenance Fund for the Sidewalk Replacement Program as well as $15,000 in the Northeast Tax Increment Financing District Fund. A total of $100,000 in sidewalk replacement funds is budgeted in the 2014/2015 budget.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Bid Proposal
3. Proposed Agreement

RECOMMENDED MOTION:
Move to approve a Resolution authorizing a bid award to Suburban Concrete, Inc. for sidewalk replacement services in the amount of $4.18 per square foot of existing sidewalk, $13.00 per linear foot of curb and $160.00 per ADA tile.

RESOLUTION NO. R2014-_____

A RESOLUTION APPROVING THE AWARD OF A CONTRACT FOR SIDEWALK REPLACEMENT SERVICES TO SUBURBAN CONCRETE, INC.

WHEREAS, the Village sought proposals for the award of sidewalk replacement services (***"Contract"***); and

WHEREAS, Suburban Concrete Inc. (***"Suburban"***), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

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

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

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

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Suburban shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of_____, 2014.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2014.

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

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

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

Return to VB Agenda

EXHIBIT A

CONTRACT

Bid Documents and Specifications

Proposal Submitted By:
SUBURBAN CONCRETE
Contractor's Name
21227 W COMMERCIAL
Street P.O. Box
MUNDELEIN IL 60060
City State Zip

VILLAGE OF WILMETTE
1200 WILMETTE AVE.
WILMETTE, IL 60091

BID DOCUMENT No. 14-M-0005

2014 SIDEWALK AND CURB REPLACEMENT PROGRAM

FOR THE MUNICIPALITIES OF:
KENILWORTH, LINCOLNWOOD AND WILMETTE

Bid Opening Date:	**May 1, 2014**
Bid Due & Opening Time:	**10:30 AM**
Bid Opening Location:	Wilmette Village Hall
Bid Opening Room Number:	1st Floor Conference Room
Bid Security:	5% Bid Bond
Performance and Payment Bonds:	Yes

Submit Bids To:
Stephen Lazarus
Procurement Specialist
1200 Wilmette Avenue
Wilmette, Illinois 60091

Note: This cover sheet is an integral part of the BID document, as are the following documents and will become part of any contract executed between the Municipalities (Kenilworth, Lincolnwood and Wilmette) and any successful Bidder. Do not detach any portion of this document. Invalidation could result.

NOTICE TO BIDDERS
2014 SIDEWALK AND CURB REPLACEMENT PROGRAM

FOR THE MUNICIPALITIES OF:
KENILWORTH, LINCOLNWOOD AND WILMETTE

BID DOCUMENT No. 14-M-0005

Sealed bids will be received by the Village of Wilmette, Cook County, by Stephen Lazarus, Procurement Specialist at the Village Hall Finance Department, 1200 Wilmette Ave., Wilmette, Illinois 60091 **until 10:30 a.m., local time on May 1, 2014,** at which time they will be publicly opened and read.

Bid Due Date & Opening: **Wednesday, May 1, 2014 at 10:30 AM CDT**

Description: The Project (**2014 SIDEWALK AND CURB REPLACEMENT PROGRAM**) involves the completion of removal and/or replacement of concrete sidewalk, and curbs, etc. at various locations within the Municipalities as shown in the attached specifications.

Bid Deposit: **Bid Bond (5%)**

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Wilmette for not less than five percent (5%) of the bid amount. The successful Bidder will be required to furnish Performance and Payment Bonds for one hundred (100%) percent of the contract sum.

The proposed Work is covered by the Illinois Prevailing Wage Act (820 ILCS 130/0.01). All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 *et seq.* & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et. seq*).

Copies of the Proposal Documents, including the General Provisions and proposal forms may be obtained for a non-refundable fee of $10.00 from the Engineering Department, Wilmette Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois 60091, and will be available for **pick-up after 8 a.m. on Thursday, April 10, 2014.**

Offers may not be withdrawn for a period of thirty (30) days after the bid date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

PRE-QUALIFICATION OF BIDDERS
Pre-qualification of Bidders in accordance with Section 102 of the Standard Specifications for Road and Bridge Construction in Illinois (IDOT) is required of all Bidders on this Project.

Date of Publication:
April 10, 2014

Published in the Wilmette Beacon, a secular newspaper of general circulation in Wilmette, and on the Village of Wilmette website at http://www.wilmette.com/

PROPOSAL FORM - BID No. 14-M-0005
2014 SIDEWALK AND CURB REPLACEMENT PROGRAM

PRICING SCHEDULE:

Contractor's Name: _____

Bidder hereby proposes and agrees to furnish to the "Municipalities" all equipment, materials, labor and related items necessary for the completion of the Work in accordance with the Contract Documents for the amounts stated as follows

BASE BID:

Item No.	Item Description	Unit	Total	Unit Price	Extended Price
1	HMA Driveway Pavement Removal	SY	5	15,00	75,00
2	HMA Driveway Pavement Replacement	SY	5	30,00	150,00
3	P.C.C. Driveway Pavement Removal (6")	SY	5	15,00	75,00
4	P.C.C. Driveway Pavement Replacement (6")	SY	5	30,00	150,00
5	P.C.C. Sidewalk Removal (5-6")	SF	23,600	1,00	23,600,00
6	P.C.C. Sidewalk Replacement (5-6")	SF	23,600	3,18	75,048,00
7	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	300	13,00	3,900,00
8	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	20	20,00	400,00
9	Detectable Warnings - Wilmette	EA	1	160,00	160,00

NOTE: See Appendix E for the breakdown of quantities by Municipality.

Total of BASE BID (items 1 through 9) in $ 103,558.00

Total of BASE BID (in writing) _____

Bidder affirms that the bid price quoted above includes all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Contract Documents

BID SECURITY

This Bid Proposal includes Bid Security payable to the Village of Wilmette in the amount of $_____, which represent **five (5) percent** of the proposed bid amount. Bidder understands and agrees that should it fail to execute a contract and provide the required bonds and insurance within fourteen (14) calendar days from receipt of the Notice of Award, all Bid Security shall be forfeited as liquidated damages intended, not as a penalty, but as compensation for the damages resulting from Bidder's default.

NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL, SIGNED AND NOTARIZED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____

Typed/Printed Name: JOHN LEVERICK

Date: 4-30-14

Company Name: SUBURBAN CONCRETE

Address: 21227 W COMMERCIAL

Title: PRESIDENT Telephone Number: _____

E-mail SUBURBANCONCRETE@COMCAST.NET

Subscribed and sworn before me
this 30TH day of APRIL, 2014.

Notary Public _____

OFFICIAL SEAL
PHILIP W HENRY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/13/16

1. **INTENT**
The Village of Kenilworth ("Kenilworth"), the Village of Lincolnwood ("Lincolnwood"), and the Village of Wilmette ("Wilmette"), (collectively, the "Municipalities") intend to jointly bid concrete sidewalk and curb replacement work and award to a primary contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, thus providing them with opportunities for increased revenues as well as reduced costs; with the expectation that bidders will in turn extend to the Municipalities lower pricing for that work. The Village of Wilmette is conducting the bidding process on behalf of the Municipalities. Each Village's municipal manager or board of trustees/city council (as the case may be) will have the right to review and independently approve or reject the bid award and execute an Acceptance Agreement (Contract) for their work.

The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 *et seq.* and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

Bid submissions shall include, at a minimum, Three (3) performance references that indicate the bidder's ability to have successfully performed similar work within the last three (3) years. At a minimum, reference submissions shall include municipal references.

2. **BID PRICE**
The Contractor shall provide pricing on the **Pricing Schedule** included in this BID Document as per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices.

3. **PRE-BID CONFERENCE**
No Pre-Bid Meeting will be held.

4. **AWARD**
Award shall be made to the lowest responsive and responsible bidder (s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be based on the lowest BASE BID (pay items 1-9).

No work shall be awarded to a Bidder that is in arrears or is in default to any of the municipalities for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the municipality.

5. **VOLUME/ESTIMATED QUANTITY**
The volumes identified herein are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipalities' requirements whether more or less than the estimated amount.

6. **JOINT PURCHASING/PURCHASING EXTENSION**
The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Wilmette shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the BID Document, and as otherwise required by the Village of Wilmette, including, but not limited to:

- **100% performance and payment bonds for the project awarded by each Municipality**
- **Certificate of insurance naming each Municipality as an additional insured**
- **Certified payrolls to each Municipality for work performed**

7. **PRE-QUALIFICATION OF BIDDERS**
   Pre-qualification of Bidders in accordance with Section 102 of the Standard Specifications for Road and Bridge Construction in Illinois (IDOT) is required of all Bidders on this Project.

8. **WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**
   The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

9. **UNBALANCED BIDS**
   Any bid which is materially unbalanced as to prices for the Base Bid Items may be rejected. An unbalanced bid shall be defined as one which is based on pricing significantly less than the cost for some work and/or pricing which is significantly overstated for other work.

   The Village of Wilmette will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost value as determined by the Project Engineer.

   In the event any unit prices are determined to be unbalanced or contrary to the interest of the Village of Wilmette , the right is reserved to reject such bid at the discretion of the Village of Wilmette .

10. **DISCREPANCIES**
    In all cases of discrepancies between the drawings and specifications, the municipality's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If the work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

11. **OMISSIONS/HIDDEN CONDITIONS**
    The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both - but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship - shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or identified.

12. **FIELD MODIFICATIONS**
    A field modification is written by the Municipality to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

    Field modifications become part of the Contract Documents and become binding upon the contractor if they fail to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

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

this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

13. **DOCUMENT OBTAINED FROM OTHER SOURCES**

The Village of Wilmette is the only official source for bid packages and supporting materials. Registration with the Village of Wilmette will certify bidders receive all Addenda and other Notices concerning this project. The Village of Wilmette cannot certify that bidders who obtain bid packages from sources other than the Village of Wilmette will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Wilmette's discretion, be rejected as non-responsive and/or the bidder disqualified. **In such cases, the Village of Wilmette WILL NOT re-bid the project barring extraordinary circumstances.**

14. **SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond, Certified or Cashier's Check **in the amount of 5%** to serve as a guarantee that the bidder shall enter into a contract with the Municipalities to perform the work identified herein, at the bid prices. As soon as the bid prices have been compared, the Village of Wilmette will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any BID not complying with the above requirement will be rejected as non-responsive.

15. **CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

15.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and

15.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.

15.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least A-minus as determined by A.M. Best Ratings.

16. **ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, submit questions via email to: Scott Hilts, Project Manager at hiltss@wilmette.com. Questions are required **no later than 4:00 P.M. on April 23, 2014.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Wilmette to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village of Wilmette recognizes that in some cases the information conveyed in this BID may provide an insufficient basis for performing a complete analysis of the BID requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Wilmette will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such requests.

17. **CONTACT WITH MUNINCIPAL PERSONNEL**

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or employee of the municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Wilmette Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the

Wilmette Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

18. **DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**
Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Wilmette to take appropriate measures to ensure the fairness of the bidding process.

The Village of Wilmette requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

19. **SILENCE OF SPECIFICATIONS**
The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

20. **NEW PARTS AND MATERIALS: TITLE**
Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

21. **PREVAILING WAGE**
All contracts, for work herein are subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contact.

For municipalities located within Cook County, work shall be pursuant to the Prevailing Wage Schedule for Cook County. For municipalities located in Lake County, work shall be pursuant to the Prevailing Wage Schedule for Lake County.

22. **CERTIFIED PAYROLL REQUIREMENTS** (Public Act 94-0515)
Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of $5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

23. **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)**
Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Wilmette 's Purchasing Manager.

24. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**
In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

25. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT**
Contractor shall comply with the provisions of 820 ILCS 265/1, *et seq.,* which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

26. **TOXIC SUBSTANCES DISCLOSURES**
All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

27. **ILLINOIS FREEDOM OF INFORMATION ACT**
Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Municipality required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Municipality issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Municipality, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Municipality issues notice of a request.

Furthermore, should Contractor request that Municipality utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Municipality.

28. **DEFINITIONS**
28.1 The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids or Unit Prices.

28.2 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents.

The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

29. **RESPONSIVE BID**

29.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

29.2 Bidders shall promptly notify the Village of Wilmette of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

30. **MODIFICATIONS**

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once BIDS have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Wilmette .

31. **INSURANCE**

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least A-minus as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

31.1 See Appendix D for each Municipalities insurance requirements.

31.2 Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage's required under this agreement, the Munincipality may purchase such insurance coverage's and charge the expense thereof to the Contractor.

32. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend City of Highland Park, City of Lake Forest, the Village of Lincolnwood, the Village of Northfield, the Village of Winnetka, and the Village of Wilmette, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of City of Highland Park, City of Lake Forest, the Village of Lincolnwood, the Village of Northfield, the Village of Winnetka, and the Village of Wilmette, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

33. **CHANGE IN STATUS**

The Contractor shall notify the Village of Wilmette and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Wilmette and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

34. **SUBCONTRACTORS**

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Munincipality is required.

Notwithstanding written consent to subcontract approved by the Villages, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

35. **CHANGE ORDERS**

The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications**. All Change Orders and alternative suggestions must be approved by the Village of Wilmette prior to execution.

35.1. Change Orders shall comply with 720 ILCS 5/33E-9.

35.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

35.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

35.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.

35.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

35.6. A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

36. **INVOICES AND PAYMENTS**

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Kenilworth
419 Richmond Road
Kenilworth, IL 60043

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

Village of Wilmette
Finance Department
1200 Wilmette Avenue
Wilmette, IL 60091

37. **PRECEDENCE**
Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Wilmette Project Specifications; the Village of Wilmette General Terms & Conditions, The Village of Wilmette Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

38. **JURISDICTION, VENUE, CHOICE OF LAW**
This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois for the Municipalities whose office is in Cook County and in the Circuit Court of Lake County, Illinois for Municipalities whose office is in Lake County.

39. **NON-ENFORCEMENT BY THE VILLAGE**
The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Municipalities, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

40. **INDEPENDENT CONTRACTOR**
The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipalities.

41. **TERMINATION**
The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

42. **NON APPROPRIATIONS**
The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by either the Village Board of Trustees or City Council of the affected Municipality.

43. **PROTEST PROCEDURE**
Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Wilmette Procurement Specialist within seven calendar days of the closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village of Wilmette Procurement Specialist. The decision of the Village of Wilmette Procurement Specialist or duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Procurement Specialist.

44. **AFFIDAVITS**
The following affidavits included in these contract documents must be executed and submitted with the bid:

A) References
B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)

C) Affidavit/Anti-collision
D) Conflict of Interest Form
E) Tax Compliance
F) Identification of Subcontractors

45. **ALTERNATE AND MULTIPLE BIDS**
Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

46. **CONTRACTOR'S LICENSES:** The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is to be performed.

47. **AUDIT/ACCESS TO RECORDS**

A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of $25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of $25,000.

C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:

i. negotiated prime contractors;
ii. negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

48. **WITHDRAWL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees have accepted said bid.

49. **COMPETENCY OF BIDDER**

If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

LABOR STATUTES, RECORDS AND RATES FOR CONSTRUCTION CONTRACTS

MUNICIPALITIES - STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County and Lake County can be found at:

http://www.state.il.us/agency/idol/rates/EVENMO/COOK9999.htm

APPENDIX A:
2014 SIDEWALK AND CURB REPLACEMENT PROGRAM
SUMMARY OF WORK

1. SCOPE OF WORK

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of removal and/or replacement of concrete driveways, street patches, curb, gutter, sidewalk and patios, installation of ADA detectable warnings, traffic control, tree grates, raised reflective pavement markers, and structure (valve vault, manholes, inlets and catch basins) adjustment or reconstruction at various locations within the Municipalities.

2. CONTRACTOR SUBMITTALS

2.1 Prior to beginning work, the Contractor shall furnish to each Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS of the "State of Illinois, Standard Specifications for Road and Bridge Construction" (January 1, 2012 Edition), hereinafter referred to as the "Standard Specifications".

2.2 Prior to beginning work, the Contractor shall provide a list of contacts include the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24-hours a day, 7 days a week.

2.3 Following the award of construction contract and prior to starting work, the Contractor shall furnish to each Municipality a construction progress schedule or critical path schedule satisfactory to the Public Works Director (or his/her designee) which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified in Section 5 of these Technical Specifications.

3. MATERIALS & SERVICES TO BE PROVIDED BY THE MUNICIPALITIES

Each Municipality shall provide the Contractor with a list(s) of repairs sorted by address and a map showing the approximate location of each repair.

4. TECHNICAL SPECIFICATIONS

The Contractor shall complete the work in accordance with the Standard Specifications (as supplemented by the following technical specifications), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the work. Where there is a conflict between these Technical Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications. Cost of pruning is incidental to the contract. The Contractor shall not remove existing trees without prior approval of the Public Works Director (or his/her designee).

Mobilization

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

Basis of Payment: Mobilization will not be paid for separately, but will be included in the items for which this work applies.

Traffic Control and Protection

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions,

and the Special Provisions contained herein, except as modified herein.
Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901
DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS: Work Zone Traffic Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501-02".

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Work Director (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Work Director (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Basis of Payment: This work will not be paid for separately, but will be included in the items for which this work applies. This work includes all labor, materials, installation, transportation, maintenance, handling flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Work Director (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Work Director (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

HMA DRIVEWAY PAVEMENT REMOVAL
This work shall be done in accordance with the Standard Specifications insofar as applicable.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee). Any existing driveway edging shall be carefully removed incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard of HMA DRIVEWAY PAVEMENT REMOVAL, which price shall be payment in full for bituminous concrete surface course removal and disposal of existing materials.

HMA DRIVEWAY PAVEMENT REPLACEMENT

This work shall be done in accordance the Standard Specifications insofar as applicable.

This work shall consist of transitioning bituminous driveways into new curb. Driveways shall be replaced in two lifts of Hot Mix Asphalt Surface Course, IL-12.5, each 1-1/2 inches thick. Any existing driveway edging shall be carefully removed and replaced incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, up to 6" thick granular sub base as required, shaping and compaction placement and compaction of the bituminous material as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for HMA DRIVEWAY PAVEMENT REPLACEMENT, which price shall be payment in full for HMA DRIVEWAY PAVEMENT REPLACEMENT.

DRIVEWAY PAVEMENT REMOVAL (6")

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee).

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL 6", which price shall be payment in full for removal and disposal of existing materials and excavation.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

DRIVEWAY PAVEMENT REPLACEMENT (6")

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of transitioning existing concrete driveways into new curb. Driveways shall be replaced with P.C.C. concrete as detailed.

The concrete used shall be Class PV Portland Cement Concrete. All Portland Cement Concrete shall be treated with a protective coat application.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement of concrete as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REPLACEMENT 6", which price shall be payment in full for Portland Cement concrete, 1" thick granular sub base, shaping, compaction, and restoration of adjacent areas.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

P.C.C. SIDEWALK REMOVAL (5"-6")

This item shall include the removal of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440. The work shall include complete removal of those areas which have been marked by the Public Work Director (or his/her designee) for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. Sidewalk Removal (5"-6"), which includes, sidewalk removal, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

P.C.C. SIDEWALK REPLACEMENT (5"-6")

This item shall include the replacement of Portland Cement Concrete sidewalk of the thickness specified. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6" thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REPLACEMENT (5"-6"), which includes expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, and restoration of parkways.

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)
The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 curb and gutter to match existing. Sections to be removed must be broken out at an existing joint or must be sawcut full-depth to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item. No additional restoration will be allowed unless approved by Public Work Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)
The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of existing B6.24 curb and gutter. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24).

DETECTABLE WARNINGS – WILMETTE

Detectable warnings shall consist of bright **yellow**, pre-stamped fiberglass reinforced plastic panels as manufactured by Access Tile (cast in place replaceable) or approved equal (2' x 5' typical). Any ramp panel substitutions must be submitted in writing to the ENGINEER for approval.

Basis of Payment: This work will be paid for at the contract unit price per each for ADA PANELS - WILMETTE.

PROTECTIVE COAT

This work shall be done in accordance with Section 420 of the Standard Specifications except as modified herein.

Protective Coat shall be Cure & Seal 1315EF manufactured by Dayton Superior or approved equal and shall be applied in accordance with the manufacturer's recommendations.

Two (2) coats of Cure & Seal shall be applied to all new P.C.C. pavements, driveways, sidewalks, patios and curbs and gutters. Cure & Seal product shall be stirred thoroughly prior to use and shall not be diluted or thinned. The first coat of Cure & Seal shall be applied immediately after all surface water has disappeared and surface cannot be marred. The second coat of Cure & Seal shall be applied after the first coat has dried or as determined by the Public Work Director (or his/her designee).

Protective Coat will not be paid for separately, but will be included in the items for which this work applies.

5. SCHEDULING OF WORK AND COMPLETION DATES

The Contractor shall coordinate directly with Public Works / Engineering Director (or his/her designee) for each Municipality to schedule the work.

The Contractor shall notify each Municipality no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, the Cook County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Public Works / Engineering Director (or his/her designee).

All work shall be completed prior to October 31, 2014 unless otherwise agreed to by a Municipality or as specified below for individual Municipalities.

Village of Wilmette: All sidewalk work shall not start before June 15, 2014 and shall be complete on or before August 22, 2014.

6. PERMITS

For any State or County Highway Permits or other required Local Permits, the Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements as related to the Contract and its completion.

7. CONCRETE TESTING

All materials incorporated in this Contract are to be inspected according to the non-QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at: http://www.dot.state.il.us/materials/projectproceduresguide.html

Breakdown of Quantities and Number of Mobilizations per Municipality

The estimated quantities listed in the bid table for each community are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all municipalities participating in this bid even if no estimated quantity is listed for that municipality.

The estimates of the number of mobilizations that the Contractor shall make to each municipality:

Municipality	Estimated Mobilizations
Lincolnwood	1
Kenilworth	1
Wilmette	1

APPENDIX B: REQUIRED FORMS

CONTRACTOR REFERENCES

Please list below Three (3) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: VILLAGE of Wheeling
Address: 55 W HINTZ RD
City, State, Zip Code: Wheeling IL 60090
Contact Person/ Telephone Number: 847 459-2500 Scott Mulford
Dates of Service/Award Amount: 2013 175,000
E-Mail Address:

Municipality: Village of Buffalo Grove
Address: 55 RAUPP BLVD
City, State, Zip Code: Buffalo Grove IL 60089
Contact Person/Telephone Number: 847 777-6000 MARK BERGWOLF
Dates of Service/Award Amount: 150,000 2013
E-Mail Address:

Municipality : City of DARIEN
Address: 1702 PLAINFIELD RD
City, State, Zip Code: DARIEN IL
Contact Person/ Telephone Number: DAN GOMBAC
Dates of Service/Award Amount: 2013 550,000
E-Mail Address:

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

1. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

2. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

3. has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;

4. has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

5. has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

6. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

7. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

8. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

9. has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

Your Signature On The Bid Form Indicates Your Compliance With The Above

BID No. 14-M-0005

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

JOHN LEVERICH, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)

of SUBURBAN CONCRETE
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

SUBURBAN CONCRETE
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 30th day of APRIL, 2014

Phil Henry

OFFICIAL SEAL
PHILIP W HENRY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/13/16

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

BID No. 14-M-0005

CONFLICT OF INTEREST

SUBURBAN CONCRETE (Bidding Firm), hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Wilmette may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

JOHN LEVENICK

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public:

Subscribed and Sworn to this 30TH day of APRIL, 2014

Notary Public

OFFICIAL SEAL
PHILIP W HENRY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/13/16

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

BID No. 14-M-0005

TAX COMPLIANCE AFFIDAVIT

JOHN LEVERICK, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)

of SUBURBAN CONCRETE
(Bidder Firm)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

JOHN LEVERICK
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 30TH day of APRIL, 2014

Notary Public

OFFICIAL SEAL
PHILIP W HENRY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/13/16

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES- IF NEEDED)

Name:_____ **# Years in Business:** _____

Address:_____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

Name:_____ **# Years in Business:** _____

Address:_____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

Name:_____ **# Years in Business:** _____

Address:_____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

APPENDIX C:
AGREEMENT ACCEPTANCE

Contract No. 14-M-0005

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **[*insert Municipality name*]** ("Owner") **this _____day of _____, 20___.**

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: _____

Title: _____

APPENDIX D:
INSURANCE REQUIREMENTS

VILLAGE OF LINCOLNWOOD
Insurance Requirements

Insurance Coverage:

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$_300,000_ injury-per occurrence

$_500,000_ disease-per employee

$_____ disease-policy limit

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

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

All employees shall be included as insured.

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

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

(2) Bodily Injury:

$_500,000 per person

$_1,000,000_ per occurrence

(3) Property Damage:

$_1,000,000 per occurrence, and

$_2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

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

- Bodily Injury and Property Damage

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

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

All employees shall be included as insured.

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

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

VILLAGE OF WILMETTE
Insurance Requirements

CONTRACTOR'S INSURANCE REQUIREMENTS

1. At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

2. Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the Work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

   a. Comprehensive General Liability, with the Village as an additional insured, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

   b. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

   c. Workers Compensation and Employers' Liability, in amounts required by statute;

   d. Owners and Contractor's Protective Liability, $1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured; and,

   e. Umbrella Coverage, $2,000,000 per occurrence.

3. All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

4. Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

5. Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

VILLAGE OF KENILWORTH
Insurance Requirements

At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as additional insureds on all required insurance policies.

2. Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the Work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

a. Comprehensive General Liability, with the Village as an additional insured, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

b. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

c. Workers Compensation and Employers' Liability, in amounts required by statute;

d. Owners and Contractor's Protective Liability, $1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured; and,

e. Umbrella Coverage, $2,000,000 per occurrence.

3. All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

4. Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

5. Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

APPENDIX E:

QUANTITY BREAKDOWN BY MUNINCIPALITY

Item Description	Unit	Lincolnwood	Kenilworth	Wilmette	Total
HMA Driveway Pavement Removal	SY			5	**5**
HMA Driveway Pavement Replacement	SY			5	**5**
P.C.C. Driveway Pavement Removal (6")	SY			5	**5**
P.C.C. Driveway Pavement Replacement (6")	SY			5	**5**
P.C.C. Sidewalk Removal (5-6")	SF	17000	2200	4400	**23600**
P.C.C. Sidewalk Replacement (5-6")	SF	17000	2200	4400	**23600**
Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF			300	**300**
Combination Curb and Gutter Removal and Replacement (B6.24)	LF			20	**20**
Detectable Warnings - Wilmette	EA			1	**1**

END OF DOCUMENT

THE VILLAGE OF
Wilmette
EST. 1872

1200 Wilmette Avenue
Wilmette, Illinois 600941-0040

Engineering
Department

(847) 853-7660
Fax (847) 853-7701

BID DOCUMENT No. 14-M-0005

2014 SIDEWALK AND CURB REPLACEMENT PROGRAM
ADDENDUM #1
April 24, 2014

Please incorporate the following changes to the contract bidding documents before submitting the bid proposal prior to 10:30am on Thursday, May 1, 2014.

Clarification

Page 2:
Reads: Bid Due Date & Opening: Wednesday, May 1, 2014 at 10:30 AM CDT

Should Read: Bid Due Date & Opening: **Thursday**, May 1, 2014 at 10:30 AM CDT

Please include Addendum No. One (1) With Your Bid Submittal and Fax as below:

Signature	Name (printed)	Title	Date
[signature]	John Levenick	President	4-29-14

Suburban Concrete
Contractor Name

Note: Please sign and date this document as acknowledgement of receipt of ADDENDUM No. One (1) for the above-referenced project. FAX or Email to the Village of Wilmette at 1-847-853-7701 or hiltss@wilmette.com, by no later than April 29, 2014

THE VILLAGE OF
Wilmette
EST. 1872

1200 Wilmette Avenue
Wilmette, Illinois 600941-0040

Engineering
Department

(847) 853-7660
Fax (847) 853-7701

BID DOCUMENT No. 14-M-0005

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Signature Name (printed) Title Date

Contractor Name

Note: Please sign and date this document as acknowledgement of receipt of ADDENDUM No. One (1) for the above-referenced project. FAX or Email to the Village of Wilmette at 1-847-853-7701 or hiltss@wilmette.com, by no later than April 29, 2014

Return to VB Agenda

CONTRACT BETWEEN

THE VILLAGE OF LINCOLNWOOD

AND

SUBURBAN CONCRETE

FOR THE CONSTRUCTION OF

SIDEWALK AND CURB REMOVAL AND REPLACEMENT

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APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712 ("***The Owner***"), and **SUBURBAN CONCRETE, 21227 W. Commercial Mundelein, IL** a Construction Company ("***Contractor***"), make this Contract as of the _____ day of **_____, 2014**, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

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

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

The Owner shall have the right, by written order executed by The Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("***Change Order***"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

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

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

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

3.3 The Owner's Right to Correct

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, The Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as The Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to The Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to The Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

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

4.4 Kotecki Waiver

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Owner from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Owner's own negligence.

ARTICLE V
PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of The Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of

Contractor's Notice of Completion, The Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, The Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("***Final Acceptance***").

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

5.5 Liens

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

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

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

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

to apply such funds to such removal but may, nevertheless, do so where The Owner's interests would thereby be served.

5.6 Deductions

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

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

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

6.2 Contractor's Remedies

If The Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such

demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 The Owner's Remedies

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

1. The Owner may require Contractor, within such reasonable time as may be fixed by The Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. The Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by The Owner in connection therewith.

3. The Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. The Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. The Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work,

whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at The Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to The Owner without any further action being required, but The Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. The Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by The Owner as the result of any Event of Default or as a result of actions taken by The Owner in response to any Event of Default.

8. The Owner may recover any damages suffered by The Owner.

6.4 The Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon The Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by The Owner, nor any order by The Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by The Owner, nor any extension of time granted by The Owner, nor any delay by The Owner in exercising any right under this Contract, nor any other act or omission of The Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed,

unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of The Owner.

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

ATTN: John
Suburban Concrete
21227 W. Commercial
Mundelein, IL 60060

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of The Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by The Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability , or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

(1) the illegality of sexual harassment;

(2) the definition of sexual harassment under state law;

(3) a description of sexual harassment, utilizing examples;

(4) the contractor/subcontractor's internal complaint process, including penalties;

(5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);

(6) directions on how to contact the Department and the Commission; and

(7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner or the architect on request.

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

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

7.12 Compliance with Patents

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

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by The Owner. If The Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for The Owner to use such equipment, materials, supplies, tools, appliances,

devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then The Owner shall have the right to make such substitution, or The Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from The Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

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

7.14 Calendar Days and Time

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

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments and Modifications

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

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

ATTEST:

By:_____
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD

_____
Timothy C. Wiberg, Village Manager

ATTEST:

By:_____

Title:_____

Suburban Concrete

By:_____
John Leverick

Title:_____
President

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

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

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

DATED this _____ day of _____, 20__.

ATTEST:

By: _____

Title: _____

Suburban Concrete

By: _____
John Leverick

Title: President

Subscribed and Sworn to
before me this ____ day
of _____, 20__.

My Commission Expires: _____

_____
Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**:

The work shall consist of the removal, replacement, construction and satisfactory disposal of existing concrete sidewalk of approximately 8,500 sq ft. of concrete sidewalk and approximately 160 linear ft. of curb from various areas throughout the VILLAGE.

2. **Work Site**:

Throughout the VILLAGE on public property near residences and businesses. Specific locations will be provided upon execution of the contract.

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

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

4. **Commencement Date**:

June 15, 2014

5. **Completion Date**:

October 31, 2014, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

6. **Insurance Coverage**:

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

ATTACHMENT A

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$_300,000_ injury-per occurrence

$_500,000_ disease-per employee

$_____ disease-policy limit

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

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

All employees shall be included as insured.

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

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

(2) Bodily Injury:

$_500,000 per person

$_1,000,000_ per occurrence

(3) Property Damage:

$_1,000,000 per occurrence, and

$_2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors

ATTACHMENT A

- Personal Injury (with Employment Exclusion deleted)

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- Bodily Injury and Property Damage

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

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

All employees shall be included as insured.

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

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

7. **Contract Price**:

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

8. **Progress Payments**:

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

ATTACHMENT A

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

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

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

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

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

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT A-1
SCHEDULE OF PRICES

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
1	P.C.C. Pavement Removal	SY			
2	P.C.C. Pavement Replacement – Class PV (7")	SY			
3	P.C.C. Pavement Patch CL C (9")	SY			
4	P.C.C. Pavement Replacement Class PV (10")	SY			
5	VV, MH, Inlet, CB to be Adjusted	EA			
6	VV, MH, Inlet, CB to be Adjusted (SPECIAL)	EA			
7	VV, MH, Inlet, CB to be Reconstructed (SPECIAL)	EA			
8	Raised Reflective Pavement Marker	EA			
9	HMA Driveway Pavement Removal	SY	**10**	10,00	100,00
10	HMA Driveway Pavement Replacement	SY	**10**	35,00	350,00
11	P.C.C. Driveway Pavement Removal (6")	SY	**10**	10,00	100,00
12	P.C.C. Driveway Pavement Replacement (6")	SY	**10**	35,00	350,00
13	P.C.C. Sidewalk Removal (5-6")	SF	**43100**	1.00	43,100.00
14	P.C.C. Sidewalk Replacement (5-6")	SF	**43100**	3.19	137,489.00
15	P.C.C. Sidewalks and Ramps New (5-6")	SF	**500**	5.00	2500,00
16	P.C.C. Sidewalk Removal and Replacement (7-9")	SF	**10**	6.00	600,00

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
17	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	**1150**	12.75	14,662.50
18	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	**200**	20.00	4000,00
19	Detectable Warnings - Lincolnwood	EA	**3**	180 00	540 00
20	Detectable Warnings - Kenilworth	EA			
21	Detectable Warnings - Wilmette	EA	**10**	180 00	1800 00
22	Detectable Warnings - Northfield	EA	**4**	180 00	720 00
23	Tree Grate Installation	EA			
24	PCC Sidewalk, 5", New Installation (French Gray-LF)	SF			

ATTACHMENT B

SPECIAL PROVISIONS
DETAIL SPECIFICATIONS

The following Detailed Specifications apply to the proposal items as numbered.

Before any materials are incorporated into the job, the contractor will make sure that the materials will meet the specifications of Section 1000, MATERIALS, and "State of Illinois, Standard Specifications for Road and Bridge Construction, Adopted January 1, 2007" and will furnish necessary certification that they meet the specification.

ITEM 1 - HMA DRIVEWAY PAVEMENT REMOVAL

This work shall be done in accordance with the Standard Specifications insofar as applicable.

Driveways shall be sawed two inches deep, prior to their removal, as directed by the Engineer. Any existing driveway edging shall be carefully removed incidental to the cost of this item. Driveway edging damaged by the contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement and compaction of the bituminous material as directed by the engineer, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The contractor shall notify all residents 48 hours prior to removing their driveway.

This work will be paid for at the contract unit price per square yard of HMA driveway pavement removal, which price shall be payment in full for bituminous concrete surface course removal and disposal of existing materials.

ITEM 2 - HMA DRIVEWAY PAVEMENT REPLACEMENT

This work shall be done in accordance the Standard Specifications insofar as applicable.

This work shall consist of transitioning bituminous driveways into new curb. Driveways shall be replaced in two lifts of Hot Mix Asphalt Surface Course, IL-12.5, each 1-1/2 inches thick. Any existing driveway edging shall be carefully removed and replaced incidental to the cost of this item. Driveway edging damaged by the contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement and compaction of the bituminous material as directed by the engineer, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

This work will be paid for at the contract unit price per square yard of HMA driveway pavement, which price shall be payment in full for 6" thick granular sub base, shaping, compaction, labor, equipment and incidental expenses necessary to complete the work as specified.

ITEM 3 - PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL - 6"

This work shall be done in accordance with the Standard Specifications insofar as applicable and as detailed on the Detail.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the engineer.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The contractor shall notify all residents prior to removing their driveway.

This work will be paid for at the contract unit price per square yard of Portland Cement Concrete Driveway Pavement Removal 6", which price shall be payment in full for removal and disposal of existing materials, excavation, labor, equipment and incidental expenses necessary to complete the work as specified.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

ITEM 4 - PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REPLACEMENT - 6"

This work shall be done in accordance with the Standard Specifications insofar as applicable and as detailed on the Detail.

This work shall consist of transitioning existing concrete driveways into new curb. Driveways shall be replaced with P.C. concrete as detailed.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116. All Portland Cement Concrete shall be treated with a protective coat application.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement and compaction of the bituminous material as directed by the engineer, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

This work will be paid for at the contract unit price per square yard of Portland Cement Concrete Driveway Pavement Replacement 6", which price shall be payment in full for Portland Cement concrete, 1" thick granular sub base, shaping, compaction, labor, equipment and incidental expenses necessary to complete the work as specified.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

ITEM 5 - PORTLAND CEMENT CONCRETE SIDEWALKS REMOVAL – 5"-6"

This item shall include the removal of Portland Cement Concrete sidewalk of the thickness specified. The work shall include complete removal of those areas which have been marked by the engineer for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Engineer for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer. In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Residents shall be notified in writing 24 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

The basis for the payment for this work will be the contract unit price per square foot, which includes traffic control, sidewalk removal, backfilling with topsoil and seeding, removal and disposal of all surplus materials, restoration of parkways and any and all other work necessary or incidental (except structure adjustments) to the construction of sidewalks or sidewalk ramps as specified.

ITEM 6 - PORTLAND CEMENT CONCRETE SIDEWALKS REPLACEMENT – 5"-6"

This item shall include the replacement of Portland Cement Concrete sidewalk of the thickness specified. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

If the Contractor removes or damages the existing sidewalk outside the limits designated by the Engineer for replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer. In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Section 424.07 except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Performed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints BETWEEN ALL EXISTING AND PROPOSED WORK. Any damage done to adjacent sidewalks will be replaced by contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 720.12(a) shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6" thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 24 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the engineer.

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

The basis for the payment for this work will be the contract unit price per square foot, which includes traffic control, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, restoration of parkways and any and all other work necessary or incidental (except structure adjustments) to the construction of sidewalks or sidewalk ramps as specified.

ITEM 7 - PORTLAND CEMENT CONCRETE SIDEWALKS AND RAMPS – NEW

This item shall include excavation and placement of new sidewalk of the thickness specified. Excavation shall include removal of topsoil, sod, and debris encountered to reach the finished grade for sidewalk of the designated thickness. Should the subgrade at this depth be unsuitable for placement of Sidewalk, it shall be removed to a depth specified by the Engineer and CA-14 course aggregate (Section 704) shall then be compacted in place to form a proper subgrade. Compaction shall be to 95% of modified proctor density.

Methods of construction shall conform to the item Portland Cement Concrete Sidewalk Removal and Replacement. The aggregate shall be included as part of this item.

The basis for the payment for this work will be the contract unit price per square foot, which includes traffic control, sidewalk removal, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, restoration of parkways and any and all other work necessary or incidental (except structure adjustments) to the construction of 5" or 6" sidewalks or sidewalk ramps as specified.

ITEM 8 - PORTLAND CEMENT CONCRETE SIDEWALKS – 7 INCHES

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. The work shall include complete removal of those areas which have been marked by the engineer for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Engineer for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer. In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Saw cuts will be made to provide for smooth joints BETWEEN ALL EXISTING AND PROPOSED WORK. Any damage done to adjacent sidewalks will be replaced by contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 720.12(a) shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.

Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 24 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the engineer.

The basis for the payment for this work will be the contract unit price per square foot, which includes traffic control, sidewalk removal, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, restoration of parkways and any and all other work necessary or incidental (except structure adjustments) to the construction of 7" sidewalks as specified.

ITEM 9 – P.C.C. PAVEMENT REMOVAL

This work shall be in accordance with the Standard Specifications, insofar as applicable.

This work shall consist of saw cutting (full depth of the existing pavement, removing the existing P.C.C. pavement, preparation of the sub-base, aggregate base repair (if necessary), as directed by the engineer. Excavated materials must be removed from the site as work progresses and may not be temporarily stored on site.

All debris shall be cleaned-up and removed before the end of each working day and be disposed of offsite at the contractors entire expense. Cleanup and restoration of adjacent areas, restoration of parkway and

lawn areas shall consist of 4" topsoil, seed and blanket.

The aggregate base repair material shall be limited to CA-6 crushed stone or crushed gravel.

This work shall be paid for at the contract unit price per square yard of Pavement Removal, which price will be payment in full for pavement removal, full depth saw cut, disposal of existing materials, shaping, compaction, labor, equipment and incidental expenses necessary to complete the work specified.

ITEM 10 - P.C.C. PAVEMENT REPLACEMENT – CLASS PP – 7 to 9 INCHES

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

P.C.C. Pavement Replacement will be paid for at the contract unit price per square yard.

ITEM 11 - P.C.C. PAVEMENT REPLACEMENT – CLASS SI

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

P.C.C. Pavement Replacement will be paid for at the contract unit price per square yard.

ITEM 12 – P.C.C. PAVEMENT PATCH – CL B TYPE III – 7 INCHES

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

P.C.C. Pavement Patch CL B Type III 7 inches will be paid for at the contract unit price per square yard.

ITEM 13 – P.C.C. PAVEMENT PATCH – CL C – 9 INCHES

This item shall consist of providing all labor, materials, and equipment necessary to construct pavement patches in accordance with applicable sections of the Standard Specifications. No unit price differentiation will be permitted. All patches where material has been removed must be replaced by the end of each working day and no open holes shall remain overnight.

P.C.C. Pavement Patch CL C 9 inches will be paid for at the contract unit price per square yard.

ITEM 14 – P.C.C. PAVEMENT PATCH – CONTINUOUS REINFORCEMENT

This item shall consist of the removal of existing concrete pavement, the necessary excavation and replacement with Continuously Reinforced Portland Cement Concrete Pavement.

This item shall be in accordance with the applicable portions of the "Standard Specifications for Road and Bridge Construction", latest edition.

Work shall be according to Section 442 of the "Standard Specifications for Road and Bridge Construction", latest edition and the applicable portions of the Illinois Department of Transportation Highway Standard - 442001-04 Class A Patches. 18-inch long No. 6 dowel bars shall be drilled into the existing concrete pavement with a minimum 8-inch embedment and epoxy grout at 12-inch centers. No. 6 continuous transverse and longitudinal rebar shall be installed at 12-inch centers with a minimum 2-inch clearance from the concrete surface and a minimum 3-inch clearance on all pavement edges. A protective membrane-curing coat shall be applied to all concrete surfaces.

This work will be paid for at the contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE PAVEMENT PATCHING – CONTINUOUS REINFORCEMENT measured in place, which price shall include full depth saw cutting of existing pavement, removal of existing pavement regardless of the existing reinforcement, excavation, removal and disposal of excavated material, granular materials as needed, expansion joints, tie bars, dowel bars, reinforcement bars, curing compound, protective coat, traffic control and protection, and all labor, materials and equipment necessary to complete construction.

ITEM 15 - P.C.C. PAVEMENT REPLACEMENT – CLASS PP – 10 INCHES

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PP Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

P.C.C. Pavement Replacement will be paid for at the contract unit price per square yard.

ITEM 16 - P.C.C. PATIO REMOVAL AND REPLACEMENT

This item shall consist of the removal of existing patios and replacement as directed by the Engineer. Stair work will be paid for under this pay item.

This item shall be paid for at the contract unit price per square foot for Portland Cement Concrete Patio

Removal and Replacement which price shall be payment in full for all labor, material, and equipment necessary for the removal and disposal of the existing patio and construction and finishing of the new patio.

The materials used shall be in accordance with the applicable portions of Section 1020 of the "Standard Specification for Road and Bridge Construction", latest edition and all Local Codes and Ordinances. Portland Cement Concrete material shall consist of a (4000 PSI, 6 bag mix) unless otherwise specified.

Patio removal and replacement shall be 5" (125 mm) thick or match existing, whichever is greater.

This item shall be in accordance with the applicable portions of Sections 424 and 440 of the "Standard Specification for Road and Bridge Construction", latest edition.

Patios are located in rear yards of residential areas. There is no access to area with a motorized vehicle and patio removal and replacement will require the contractor to transport material and equipment with a wheelbarrow.

For patios that are not replaced in their entirety or are immediately adjacent to another patio and that pass over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench into the adjacent concrete. Reinforcement shall be incidental to the cost of the pay item.

A one (1) inch (25 mm) thick, full depth preformed expansion joint shall be installed wherever a proposed patio abuts an existing patio or where the patio will not be replaced in its' entirety.

All new Portland Cement Concrete Patio shall be treated with a protective coat application, and the cost shall be considered incidental to the contract unit price of the Portland Cement Concrete Patio Removal and Replacement.

ITEM 17 - VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, sheeting, shoring and bracing materials and their installation and removal, dewatering, flow control, abandoning existing catch basin/inlet leads, saw cutting. This item shall also include new manhole/catch basin/inlet base section, concrete bench, riser, top/cone section, adjusting rings, along with the manhole/catch basin/inlet installation; frame and lid or grate; adjustment; remove and replace; or abandonment. Internal rubber sleeve frame/chimney seal installed as part of sanitary manhole adjustment and reconnection of existing lines shall be considered incidental to this item. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

ITEM 18 - VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED (SPECIAL)

This work shall be done in accordance with the Standard Specifications insofar as applicable.

New castings to replace old castings will be provided by the City to be installed by the contractor where deemed necessary by the Engineer; however, if it is necessary to replace the casting because of damage done by the Contractor, the cost of the new casting will be deducted from the Contractor's final estimate.

Replacement frames shall be picked up by the Contractor at Public Works and replaced frames shall be stockpiled at Public Works for the City by the Contractor.

ITEM 19 – VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)

This work shall be done in accordance with the Standard Specifications insofar as applicable.

ITEM 20 – COMBINATION CURB AND GUTTER REMOVAL

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal of existing curb and gutter, or curb. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Engineer and is subject to approval by him.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Removal.

ITEM 21 – COMBINATION CURB AND GUTTER REPLACEMENT

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of replacement of removed curb and gutter. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Replacement.

ITEM 22 – COMBINATION CURB AND GUTTER REPLACEMENT – M3.12

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of replacement of removed curb and gutter with the specified type. The new curb

must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Replacement – M3.12.

ITEM 23 – COMBINATION CURB AND GUTTER REPLACEMENT – B6.12

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of replacement of removed curb and gutter with the specified type. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Replacement – B6.12.

ITEM 24 – COMBINATION CURB AND GUTTER REPLACEMENT – B6.18

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of replacement of removed curb and gutter with the specified type. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by

him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Replacement – B6.18.

ITEM 25 – COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT – B6.24

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of the removal and replacement of removed curb and gutter with the specified type. The new curb must be depressed for wheel chair ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Engineer and is subject to approval by him. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Engineer and is subject to approval by him. Contraction joints shall be sawed according to Section 606.06 every fifteen feet or at wider spacing if required by the Engineer. All sawed contraction joints will be filled according to Section 420.14 (a). Other joints required will be according to Section 606.06 only, with transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joints every 50'. For continuous sections 0'-50' long, one (1) transverse expansion joint will be required.

Prior to placing new curb and gutter section, the contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the engineer for replacement, the contractor will be required to remove and replace that portion at his own expense to the satisfaction of the engineer. Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Payment will be made at the contract unit price per linear foot of Combination Curb and Gutter Removal and Replacement – B6.24.

ITEM 26 – ADA PANELS – WILMETTE

The contractor shall provide and install bright yellow, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the engineer. These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" and shall be of the type *MetaPanels TM, manufactured by Metadome*, by: *Pioneer Supply* - (262) 560-1720. Any

ramp panel substitutions must be submitted in writing to ENGINEER for approval.

Basis of Payment: Providing and installing the ramp panels will be included with the contract unit price for all ADA PANELS - WILMETTE work, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the engineer.

ITEM 27 – DETECTABLE WARNINGS – NORTHFIELD

To comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), all new construction or reconstruction projects are required to utilize truncated domes on all pedestrian curb ramps; medians and pedestrian refuge islands; at-grade railroad crossings; alley and commercial drive crossings with traffic control devices; or other locations where pedestrians are required to cross a hazardous vehicular way (IDOT Memo 2004-18).

Detectable warnings shall consist of a surface of truncated domes aligned in a square pattern (parallel alignment) or triangular pattern. Dome spacing, dome size, and detectable warning locations are shown in Highway Standard 424001 “Curb Ramps for Sidewalks”.

Detectable warning surfaces shall be colored red and shall extend 24 inches in the direction of travel and the full width of the curb ramp, landing, or sidewalk (IDOT Memo 2004-18). The contractor shall provide and install pre-stamped Anti-Corrosion panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the engineer. These ramp panels shall comply with Highway Standard 424001 “Curb Ramps for Sidewalks”. All ramp panels must be submitted in writing to engineer for approval.

Basis of Payment: Providing and installing the ramp panels will be included with the contract unit price for all DETECTABLE WARNINGS - NORTHFIELD work, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the engineer.

ITEM 28 – DETECTABLE WARNINGS – LAKE FOREST

Detectable Warning insert materials and installation in locations shown on drawings or where directed by Engineer. Detectable warnings shall be 24”x48” rectangular panels inserted into the wet concrete according to the installation instructions of the manufacturer and at the direction of the Engineer.

Basis of Payment: Providing and installing the ramp panels will be included with the contract unit price per square foot for all DETECTABLE WARNINGS – LAKE FOREST work, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the engineer.

ITEM 29 – DETECTABLE WARNINGS – WINNETKA

All accessible ramps at those locations shown on the plans or as directed by the Engineer shall be constructed with DETECTABLE WARNINGS, in accordance with the Americans with Disabilities Act (ADA) standards, and Section 424.09 of the Standard Specifications for Road and Bridge Construction, latest edition. The detectable warnings shall consist of Neenah Foundry Detectable Warning Plates, undipped, natural finish, 2-foot square plates. The detectable warning plates shall extend across the width of the ramp (2 plates, typical), leaving the outermost 6” perimeter of the ramp untextured, plain concrete.

The plates shall be placed such that the top of the truncated domes are flush with the surrounding surface of concrete. The provision of materials, equipment and labor for the placement of DETECTABLE WARNINGS – WINNETKA shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS - WINNETKA. Placement, finishing and curing shall conform to the above noted specifications, and as directed by the Engineer.

ITEM 30 – DETECTABLE WARNINGS – HGHLAND PARK

This work shall consist of installing detectable warning plates at the locations determined by the engineer. The detectable warning shall be Neenah R-4984 Detectable Warning Plates or approved equal.

Basis of Payment: Providing and installing the ramp panels will be included with the contract unit price per square foot for all DETECTABLE WARNINGS – HIGHLAND PARK work, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the engineer.

ITEM 31 - TRAFFIC CONTROL AND PROTECTION

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This item consists of furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

The contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the contractor shall provide traffic control devices in accordance with State of Illinois Standard “701501-02”.

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Engineer.

No work shall proceed unless all traffic control devices are in place as specified herein or as directed by the engineer.

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

Traffic Control and Protection required under the various State Standards will be measured on a lump sum basis only once. Additional flagmen, fencing, signs, or barricades as may be required by the Engineer for safe movement of traffic and pedestrians shall be incidental to this item and included in the unit price.

This work will be paid for at the contract unit price, lump sum for Traffic Control and Protection, which price shall be payment in full for all labor, materials, installation, transportation, maintenance, handling flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as directed by the Engineer to complete the work as specified.

ITEM 32 - TREE GRATE INSTALLATION

This work shall consist of forming in place for the installation of cast iron tree grates (to be provided by others) at various locations within the business district as marked by the engineer. All locations will be in areas where the existing sidewalk is being replaced. After 24 hours advance notice by the Contractor prior to pouring, all grates will be delivered to the site, at which time the grate shall be set on the form, adjusted to finished grade, and approved by the engineer.

ITEM 33 – RAISED REFLECTIVE PAVEMENT MARKER

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of placing raised reflective pavement markers as directed by the engineer.

Pavement Markers shall be paid for at the unit prices for each.

END OF SPECIAL PROVISIONS – DETAIL SPECIFICATIONS

ATTACHMENT C- Drawings

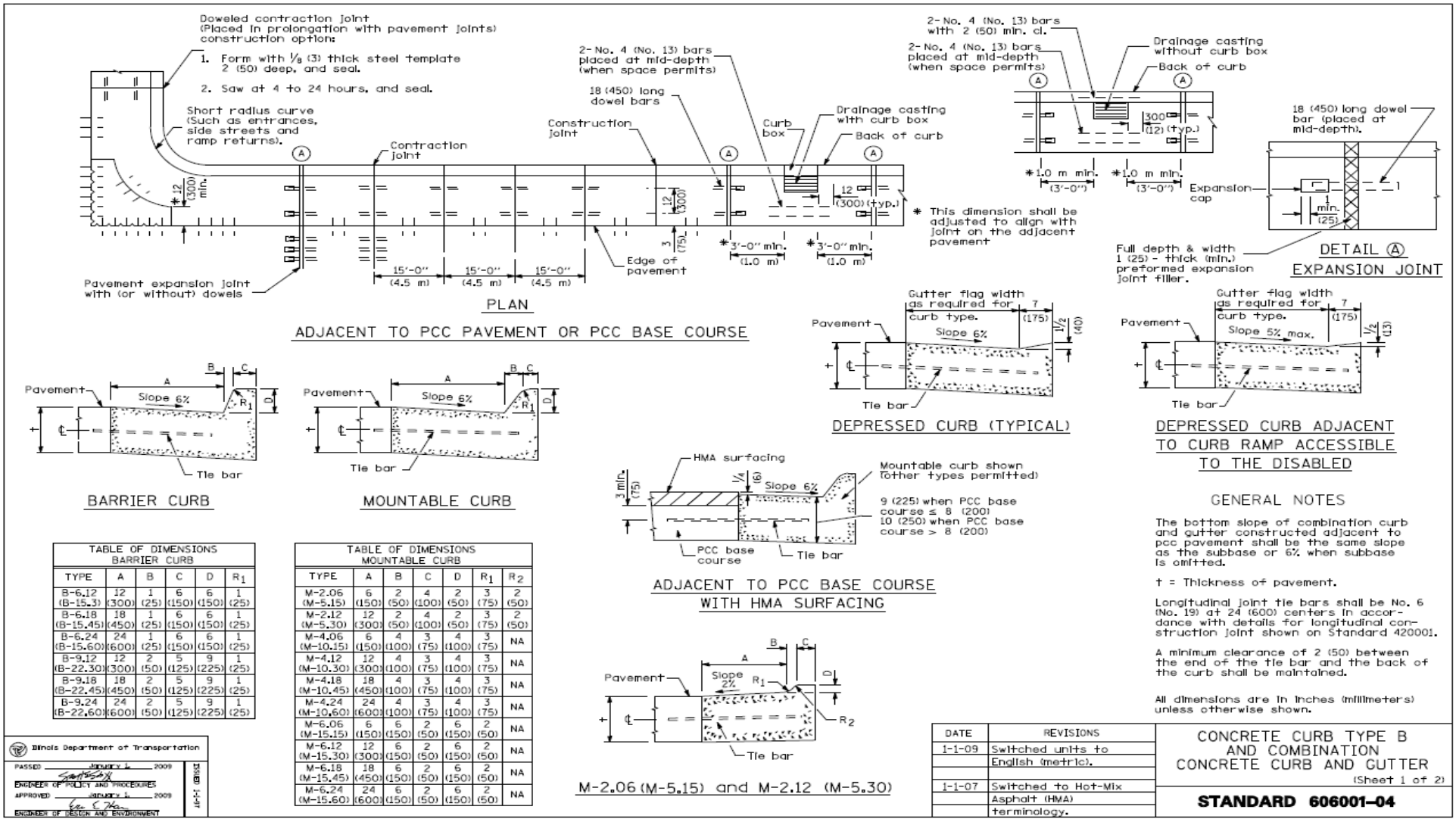


TABLE OF DIMENSIONS BARRIER CURB					
TYPE	A	B	C	D	R_1
B-6.12 (B-15.3)	12 (300)	1 (25)	6 (150)	6 (150)	1 (25)
B-6.18 (B-15.45)	18 (450)	1 (25)	6 (150)	6 (150)	1 (25)
B-6.24 (B-15.60)	24 (600)	1 (25)	6 (150)	6 (150)	1 (25)
B-9.12 (B-22.30)	12 (300)	2 (50)	5 (125)	9 (225)	1 (25)
B-9.18 (B-22.45)	18 (450)	2 (50)	5 (125)	9 (225)	1 (25)
B-9.24 (B-22.60)	24 (600)	2 (50)	5 (125)	9 (225)	1 (25)

TABLE OF DIMENSIONS MOUNTABLE CURB						
TYPE	A	B	C	D	R_1	R_2
M-2.06 (M-5.15)	6 (150)	2 (50)	4 (100)	2 (50)	3 (75)	2 (50)
M-2.12 (M-5.30)	12 (300)	2 (50)	4 (100)	2 (50)	3 (75)	2 (50)
M-4.06 (M-10.15)	6 (150)	4 (100)	3 (75)	4 (100)	3 (75)	NA
M-4.12 (M-10.30)	12 (300)	4 (100)	3 (75)	4 (100)	3 (75)	NA
M-4.18 (M-10.45)	18 (450)	4 (100)	3 (75)	4 (100)	3 (75)	NA
M-4.24 (M-10.60)	24 (600)	4 (100)	3 (75)	4 (100)	3 (75)	NA
M-6.06 (M-15.15)	6 (150)	6 (150)	2 (50)	6 (150)	2 (50)	NA
M-6.12 (M-15.30)	12 (300)	6 (150)	2 (50)	6 (150)	2 (50)	NA
M-6.18 (M-15.45)	18 (450)	6 (150)	2 (50)	6 (150)	2 (50)	NA
M-6.24 (M-15.60)	24 (600)	6 (150)	2 (50)	6 (150)	2 (50)	NA

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 24 (600) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

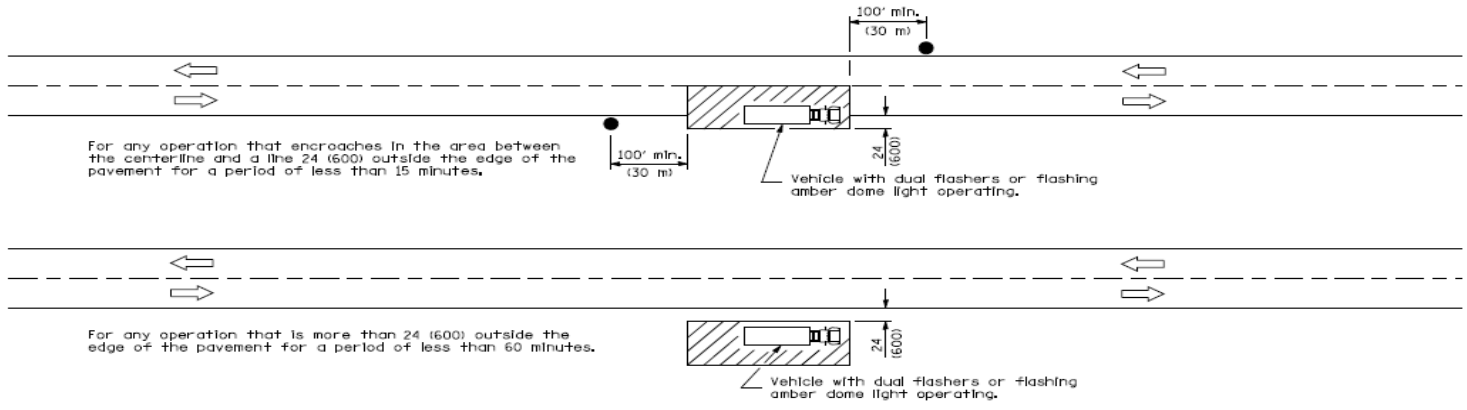
PASSED January 1, 2009
ENGINEER OF POLICY AND PROCEDURES
APPROVED January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-07

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-07	Switched to Hot-Mix Asphalt (HMA) terminology.

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
(Sheet 1 of 2)

STANDARD 606001-04



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

(1) = Refer to SIGN SPACING table for distances.

All dimensions are in inches (millimeters) unless otherwise shown.

TYPICAL APPLICATIONS

Marking patches
Field survey
String line
Utility operations
Cleaning up debris on pavement

SYMBOLS

Work area

Sign on portable or permanent support

Flagger with traffic control sign

Illinois Department of Transportation

APPROVED _____ JANUARY 1, 2009
ENGINEER OF OPERATIONS

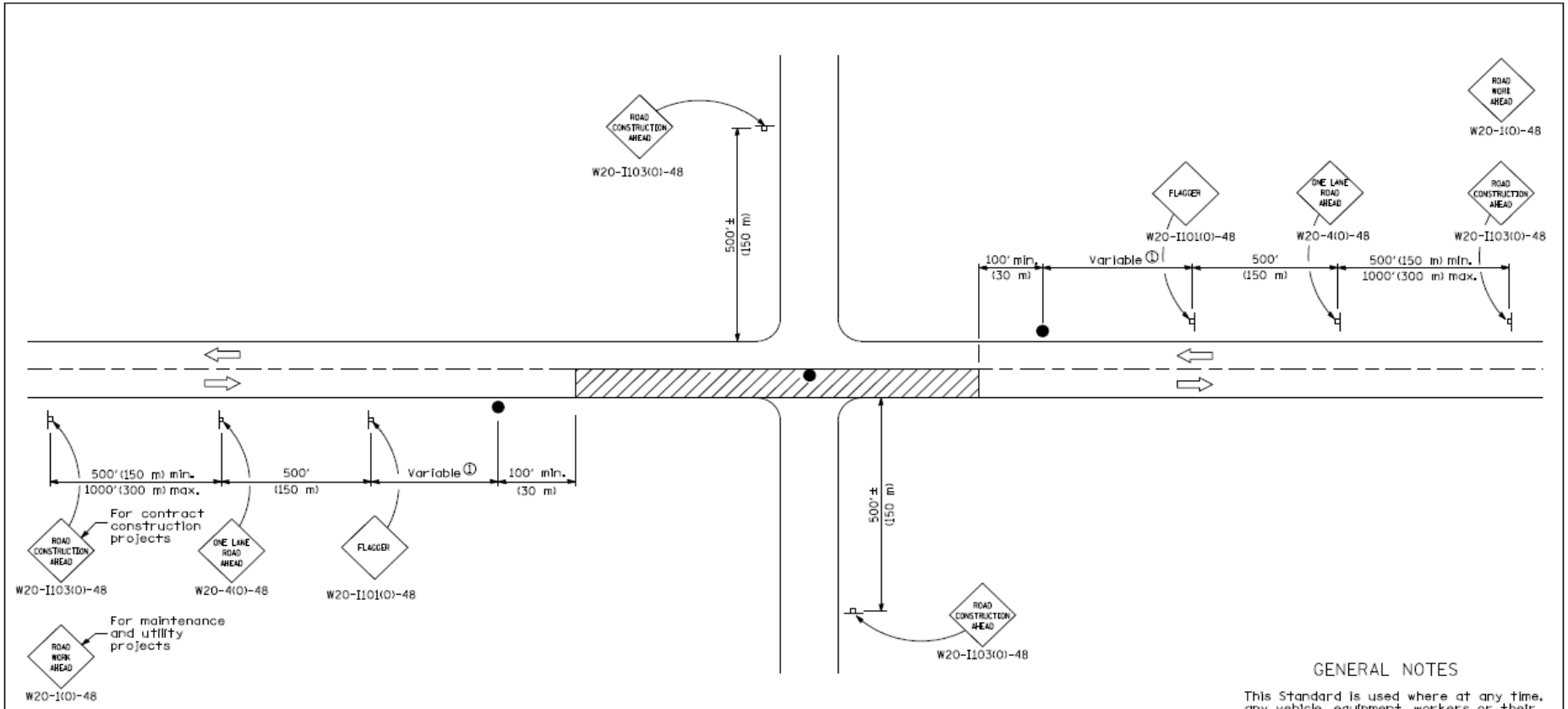
APPROVED _____ JANUARY 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-09

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-05	Deleted FLAGGER SYMBOL sign.

LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

STANDARD 701301-03



TYPICAL APPLICATIONS

Bituminous resurfacing
Milling operations
Utility operations
Shoulder operations

① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed ½ the length required for one normal working day's operation or 2 miles (3200 m), whichever is less.

SYMBOLS

Work area

Sign on portable or permanent support

Flagger with traffic control sign

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than 1 mph (2 km/h) and less than 4 mph (6 km/h).

When the operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 6 2009
ENGINEER OF OPERATIONS

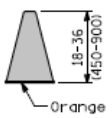
APPROVED January 6 2009
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-09

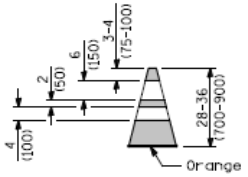
DATE	REVISIONS
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.
1-1-05	Deleted FLAGGER SYMBOL
	sign and revised sign spacing.

LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS ≥ 45 MPH

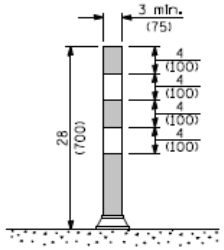
STANDARD 701306-02



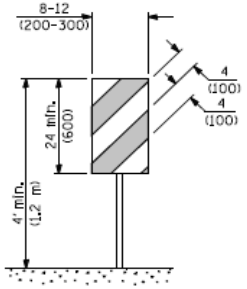
CONE



REFLECTORIZED CONE

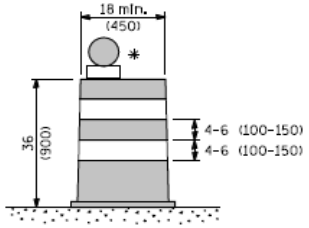


FLEXIBLE DELINEATOR

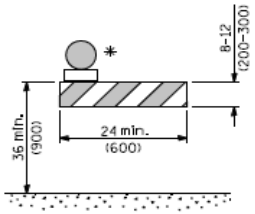


VERTICAL PANEL

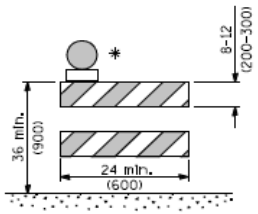
POST MOUNTED



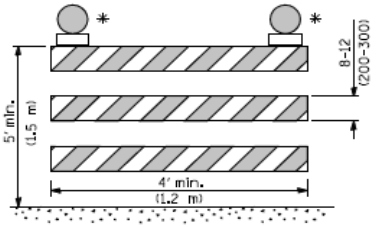
DRUM



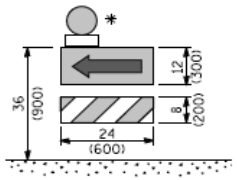
TYPE I BARRICADE



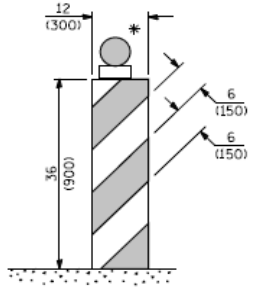
TYPE II BARRICADE



TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE

* Warning lights (If required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2009
ENGINEER OF OPERATIONS

APPROVED January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT

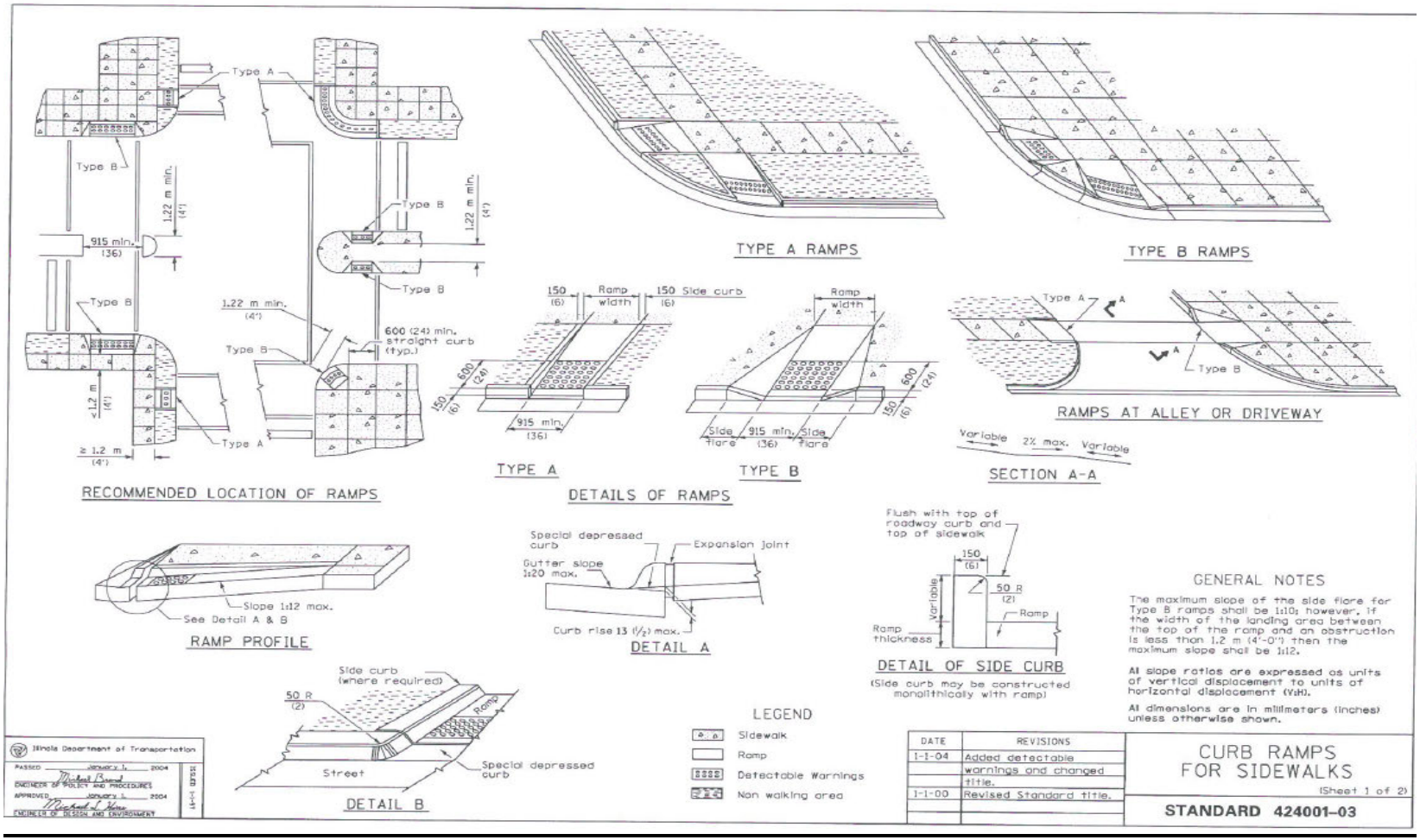
STANDARD 701901-01

DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted light on vertical panel.
1-1-08	Renumbered Standard 702001-06. Rev. note for temp. signs on Sheet 2.

TRAFFIC CONTROL DEVICES

(Sheet 1 of 3)

STANDARD 701901-01


Type A
Type B
1.22 m min. (4')
915 min. (36)
1.22 m min. (4')
Type B
Type B
1.22 m min. (4')
Type B
600 (24) min. straight curb (typ.)
Type B
≤ 1.2 m (4')
≥ 1.2 m (4')
Type A
RECOMMENDED LOCATION OF RAMPS
TYPE A RAMPS
TYPE B RAMPS
150 (6)
Ramp width
150 Side curb (6)
600 (24)
150 (6)
915 min. (36)
TYPE A
Ramp width
600 (24)
150 (6)
Side flare
915 min. (36)
Side flare
TYPE B
DETAILS OF RAMPS
Type A
A
A
Type B
RAMPS AT ALLEY OR DRIVEWAY
Variable
2% max.
Variable
SECTION A-A
Slope 1:12 max.
See Detail A & B
RAMP PROFILE
Special depressed curb
Expansion Joint
Gutter slope 1:20 max.
Curb rise 13 (½) max.
DETAIL A
Flush with top of roadway curb and top of sidewalk
150 (6)
50 R (2)
Variable
Ramp
Ramp thickness
DETAIL OF SIDE CURB
(Side curb may be constructed monolithically with ramp)
Side curb (where required)
50 R (2)
Ramp
Street
Special depressed curb
DETAIL B
LEGEND
Sidewalk
Ramp
Detectable Warnings
Non walking area
GENERAL NOTES
The maximum slope of the side flare for Type B ramps shall be 1:10; however, if the width of the landing area between the top of the ramp and an obstruction is less than 1.2 m (4'-0") then the maximum slope shall be 1:12.
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).
All dimensions are in millimeters (inches) unless otherwise shown.
Illinois Department of Transportation
PASSED January 1, 2004
ENGINEER OF POLICY AND PROCEDURES
APPROVED January 1, 2004
ENGINEER OF DESIGN AND ENVIRONMENT
424001
DATE
REVISIONS
1-1-04
Added detectable warnings and changed title.
1-1-00
Revised Standard title.
CURB RAMPS FOR SIDEWALKS
(Sheet 1 of 2)
STANDARD 424001-03

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 6:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 7:00 a.m. or proceed after 12:00 p.m. without specific permission of the Village Engineers.

APPENDIX 1

PREVAILING WAGE ORDINANCE

RESOLUTION NO. R2010-1570

RESOLUTION ADOPTING THE PAYMENT FOR THE STATE OF ILLINOIS PREVAILING WAGES TO BE EFFECTIVE MAY 1, 2010

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

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Administrator for the State of Illinois required adoption of the 2010 prevailing wages.

WHEREAS, the corporate authorities recognize the adoption of the 2010 prevailing wages is required as per the Illinois Prevailing Wage Act.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village hereby adopt the 2010 prevailing wages effective of May 1, 2010.

PASSED this 6th day of May, 2010.

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

NAYS: None

ABSENT: Heidtke

APPROVED this 6th day of May, 2010.

Gerald C. Turry
Village President

ATTEST:

Beryl Herman
Village Clerk

Request for Board Action

REFERRED TO BOARD: May 6, 2014 **AGENDA ITEM NO: 4**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: A Public Hearing Concerning a Proposed Amendment to the Lincoln-Touhy Tax Increment Finance (TIF) District

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
To begin this Public Hearing, President Turry will ask for a roll call of Village Board members present, after which staff is prepared to provide a short overview presentation prior to receiving public comment. After receiving all public comment, the appropriate action is to close the Public Hearing.

On March 4, 2014, the Village Board adopted Ordinance 2014-3086 establishing May 6, 2014 at 7:30 p.m. as the time for the requisite Public Hearing to receive and hear comments on the proposed amendment to the Lincoln-Touhy Tax Increment Finance (TIF) District. State law requires such a Public Hearing when considering an amendment to an established TIF District.

Specifically, the proposed amendment to the existing Lincoln-Touhy TIF District is to modify the TIF District boundaries to include two Lincoln Avenue office properties located immediately north of the existing TIF District as well as the Commonwealth Edison property located immediately west of the existing TIF District. This amendment was requested by North Capital Group, the owner of the Purple Hotel site, in order to include the entire proposed Shoppes at Lincoln Point development within the TIF District. No other substantive changes to the TIF District are proposed, including no change to the TIF budget or duration of the TIF District.

Kane McKenna and Associates (KMA) has investigated the proposed new area for TIF designation and have determined that it qualifies under the "Conservation Area" criteria identified in State law. To qualify under this designation, at least 50% of the structures in the area must be 35 years or older, and further, that there must be at least three additional qualifying factors present in the area. In their study, KMA found that this area meets the 35-year age test and also found that the area has seven of 13 qualifying factors present. These factors found present are:

Excessive Vacancies
Obsolescence
Lagging EAV
Deleterious Layout
Lack of Community Planning
Deterioration
Inadequate Utilities

Attached is the proposed Qualification Report that details these factors.

Consistent with State law, notice of this Public Hearing has been published twice in the *Lincolnwood Review*. Written notice of this hearing was also sent by regular mail to all property owners located within the District. Further, all residents (Lincolnwood and Skokie) located within 750 feet of the proposed District boundaries were mailed information concerning this proposed amendment, including the date, time, and place of this hearing.

In addition to these notices, all overlapping tax districts have been advised of this Public Hearing. Further, in accordance with State law, an intergovernmental Joint Review Board (JRB) comprised of some of the overlapping tax districts met to review this proposal. This meeting of the JRB was held on April 3, 2014. At this meeting, after review of the proposed amendment, the JRB adopted a Resolution (7-0) recommending approval of this proposed amendment.

At the commencement of this Public Hearing, staff is prepared to provide a short summary overview of the proposed amendment. A representative of Kane McKenna and Associates will also be present to answer any specific questions that may be raised.

After closing the Public Hearing, the Village Board has up to 90 days to take action to adopt the proposed amendment. No action, however, by the Village Board can take place in the 14 days immediately following the close of the Public Hearing.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Public Hearing Notice
2. Proposed TIF District Boundary Map
3. Proposed TIF Redevelopment Plan
4. JRB Resolution (Adopted)
5. April 3, 2014 JRB Minutes (Draft)

RECOMMENDED MOTION:
Move to close the Public Hearing.

NOTICE OF PUBLIC HEARING

VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS
PROPOSED LINCOLN-TOUHY REDEVELOPMENT PROJECT AREA

NOTICE IS HEREBY GIVEN that on Tuesday, May 6, 2014 at 7:30 p.m., at the Lincolnwood Village Hall at 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a Public Hearing will be held to consider a proposed amendment to the redevelopment plan and project (the "Redevelopment Plan and Project") and redevelopment project area known as the Lincoln-Touhy Redevelopment Project Area (the "Redevelopment Project Area"). The proposed Redevelopment Project Area consists of the territory described in Exhibit A attached and is generally described below:

The Redevelopment Project Area consists of the real property generally located at the northwest, southwest, and southeast corners of the intersection of Lincoln Avenue and Touhy Avenue in the Village of Lincolnwood. The proposed amendment would incorporate additional parcels to the north and to the west of the existing Redevelopment Project Area.

At the hearing, public comments are invited on whether to approve an amendment to the Redevelopment Plan and Project for the Redevelopment Project Area. The proposed Redevelopment Plan and Project is on file and available for public inspection during normal business hours at the Lincolnwood Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712. The Redevelopment Plan and Project is also available on the Village's website at http://www.lincolnwoodil.org.

Pursuant to the Redevelopment Plan and Project, the Village is undertaking an ongoing program to reduce or eliminate those conditions that qualify the Redevelopment Project Area as a "blighted area" or "conservation area," as these terms are defined in the Tax Increment Allocation Redevelopment Act, as amended, and to enhance the tax base of the Village and the taxing districts having taxable property within the Redevelopment Project Area by utilizing tax increment financing to fund various eligible project costs to stimulate private investment within the Redevelopment Project Area. The Redevelopment Plan and Project includes an eligibility report providing in reasonable detail the basis for qualifying the Redevelopment Project Area (as amended) as a "blighted area" or "conservation area," as these terms are defined in the Tax Increment Allocation Redevelopment Act, as amended.

The Redevelopment Plan and Project objectives include but are not limited to the following:

1. Promote the health, safety and general welfare of the Village;

2. Improve the quality of life in the Redevelopment Project Area and the Village;

3. Increase the property tax base for other local governments having jurisdiction overlapping the Redevelopment Project Area;

4. Strengthen the Village and local community economy and encourage sound economic development by increasing business activity, tax base, and job opportunities;

5. Preserve or enhance the value of properties in and adjacent to the Redevelopment Project Area; and

6. Provide needed public improvements.

To achieve these objectives, the Redevelopment Plan and Project proposes to provide assistance by paying or reimbursing costs related to the acquisition, construction, and installation of public facilities, property assembly, site preparation and improvement, environmental remediation, job training and other eligible redevelopment project costs, the execution of one or more redevelopment agreements, and the payment of financing, administrative, and other professional costs, and payment and/or reimbursement of the Redevelopment Project Costs, all as provided under the Tax Increment Allocation Redevelopment Act, as amended.

Prior to the date of the hearing, each taxing district having property in the Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity may submit written comments to the Village, to the attention of the Village Director of Community Development, Lincolnwood Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712.

The Village has convened a joint review board to consider and make a recommendation regarding the proposed amendment to the Redevelopment Plan and Project for, and the designation of, the proposed Redevelopment Project Area and the adoption of tax increment allocation financing therefor, in accordance with the requirements of the Tax Increment Allocation Redevelopment Act, as amended. The joint review board consists of a representative selected by each community college district, park district, library district, school district, township, fire protection district, and county that will have the authority to directly levy taxes on the property within the Redevelopment Project Area at the time that the Redevelopment Project Area is approved, a representative selected by the Village, and a public member. The joint review board first met on this matter on Thursday, April 3, 2014, at 10:00 A.M. at the Lincolnwood Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712.

At the hearing, all interested persons or affected taxing districts may file written comments and objections with the Village Clerk and may be heard orally with respect to any issues regarding the approval of the amended Redevelopment Plan and Project for and the designation of the Redevelopment Project Area and the adoption of tax increment allocation financing therefor. The hearing may be adjourned by the President and the Board of Trustees of the Village without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

_____
Village Clerk
Village of Lincolnwood
Cook County, Illinois

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

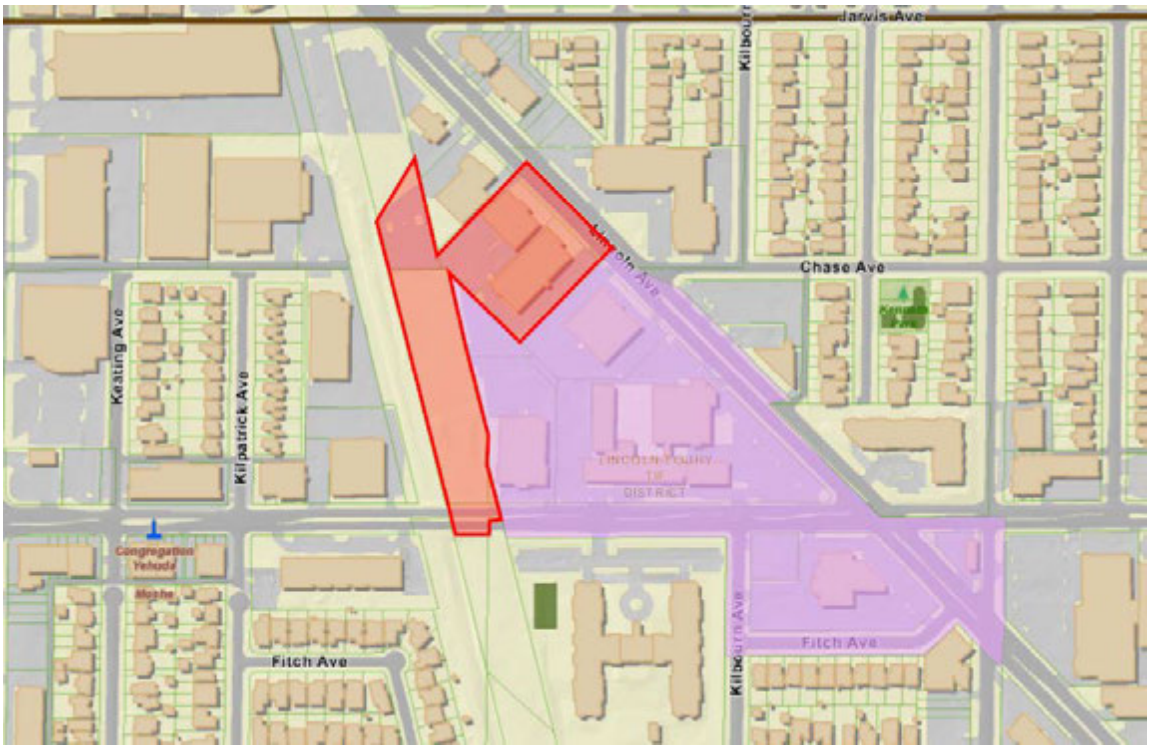
2/17/14 TIF Legal Description

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue, the Point of Beginning; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline ohe intersection of the North line of Lot 3 of the f Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the North Line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue; thence Southwest along the North Line of said Lot 3 to the southwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Southeast along said extension to the Point of Beginning, in Cook County, Illinois.

Return to VB Agenda

Lincoln-Touhy TIF District

Proposed Boundary Amendment



- Area shown in purple is existing TIF District
- Area Shown in red is area proposed to be added to TIF District

Return to VB Agenda

PRELIMINARY DRAFT 3/3/2014

VILLAGE OF LINCOLNWOOD
TIF REDEVELOPMENT PLAN
LINCOLN-TOUHY TIF DISTRICT – 1ST AMENDMENT

"Redevelopment plan" means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.

Prepared by the Village of Lincolnwood, Illinois

in conjunction with

Kane, McKenna and Associates, Inc.

March 2014

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- EXHIBIT 3: Existing Land Use Map as Amended
- EXHIBIT 4: Future Land Use Map as Amended
- EXHIBIT 5: TIF Qualification Report for Amendment Area

I. INTRODUCTION

The Village of Lincolnwood (the "Village") is located in northern Cook County, Illinois. It is an established community which is contiguous with the northern border of the City of Chicago. The Village also is situated next to the Village of Skokie and near the City of Evanston.

In this report, the Village proposes an amendment (the "1st Amendment") to the existing Lincoln-Touhy Tax Increment Financing ("TIF") Redevelopment Plan to assist an area in overcoming a number of ongoing redevelopment barriers. Kane, McKenna and Associates, Inc. ("KMA") has been retained by the Village of Lincolnwood to conduct an analysis of the potential qualification and designation of parcels to be included in the existing TIF District, and to assist the Village in amending the TIF Redevelopment Plan. These parcels to be added to the TIF District are located to the immediate north and west of the existing TIF District (the "Amendment Area," legally described in Exhibit 1 and illustrated in Exhibit 2).

TIF Plan Requirements. The Village is completing this Plan as required by the Tax Increment Allocation Redevelopment Act, (the "Act") 65 ILCS 5/11-74.4-3, et. seq., as amended. To establish or amend a TIF district (otherwise known as the Redevelopment Project Area ("RPA")), Illinois municipalities must adopt several documents, including a TIF Redevelopment Plan.

The Act enables Illinois municipalities to establish TIF districts, either to eliminate the presence of blight or to prevent its onset. The Act finds that municipal TIF authority serves a public interest so as to: "promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas" (65 ILCS 5/11-74.4-2(b)).

By definition, a TIF "Redevelopment Plan" means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualify the redevelopment project area as a "blighted area," "conservation area" (or combination thereof), or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act.

Community Background. The Village of Lincolnwood was established in 1911 (originally incorporated as Tessville). In the post World-War II era, the municipality became a vibrant, fast growing suburban community, reaching a population of nearly 13,000 by 1970. Since then the population has stabilized

and was at an estimated 12,656 based on the 2012 U.S. Census estimate (a slight increase over 2010 and 2000).

The Village has a number of important assets that create an economically competitive environment for businesses and desirable location for residents. Because of its proximity to Chicago and nearby north shore suburbs, it has an excellent location and access to important amenities. Lincoln Avenue, one of the oldest arterial roads in the region, acts as an important gateway to the community. Aside from providing excellent transportation access, Lincoln Avenue acts as an important entry point for welcoming visitors to the Village.

In addition to Lincoln Avenue, the Village has a number of other transportation assets. Touhy Avenue is an important east/west arterial and enables access to Interstate 94. In addition to the network of roadways, residents and businesses benefit from close proximity to two Metra rail lines as well as a newly opened CTA train station. Aside from physical assets, the business environment is supported by a tradition of professional city management and high quality schools.

In summary, the TIF District has a number of important assets:

- Both Lincoln Avenue and Touhy Avenue are major arterial roads and as such have the traffic counts necessary to support commercial and retail uses;
- The Lincoln/Touhy study area is situated in the middle of a network of retailers that would complement any new uses with the study area;
- The area is close to the Interstate 94 access ramp;
- The area is potentially "walkable" in terms of facilitating future pedestrian-oriented plans envisioned in the Lincoln Avenue Corridor Study (since residential areas and parks are within walking distance); and
- The RPA has had certain public improvements along Lincoln Avenue, just outside of the study area.

On the latter point, the Village made a number of public investments to improve the function and appearance of Lincoln Avenue pursuant to the Lincoln Avenue Corridor Study. TIF financing would enable the Village to continue and deepen this existing program.

Despite its potential advantages, many parcels in the area are underutilized. The TIF District as a whole, including the Amendment Area, suffers from a variety of economic development impediments as identified in the TIF Act, such as excessive vacancies and obsolescence. In comparison to the balance of Village taxable values, the TIF district property valuations have lagged behind the Village's annual growth rates. The TIF Qualification Report (Section V) identifies other impediments to redevelopment.

The TIF District as Amended. The existing TIF District or RPA consists of 8 tax parcels, whereas the Amendment Area covers 5 parcels . Most of the existing TIF District area (in terms of land and building space) is to the northwest of the intersection of Touhy Avenue and Lincoln Avenue, with additional parcels south of Touhy. The Amendment Area adds additional parcels to the north and west of the TIF District, accounting for 24% of the overall acreage of the TIF District (5.7 acres of the 23.3 acres).

Historically, the dominant land use had been the "Purple Hotel," one of the largest buildings in the Village during the past 50 years until being demolished in 2013. Overall, the RPA has traditionally been heavily commercial, taking into account the former hotel use as well as adjacent buildings. The Amendment Area brings in two additional commercial structures as well as an adjacent ComEd property.

The TIF District has suffered from a variety of economic development impediments, as identified in the TIF Act. For example, it suffers from obsolescence. Section V of the *TIF Eligibility Report* (see Appendix 5) report identifies the impediments to redevelopment of the Amendment Area. On balance, the combination of these factors limits the opportunities for private reinvestment within and around the RPA. Such factors potentially suppress the value of future development and weaken the potential for business growth – limiting employment and contributing to the lack of sustained investment in the area.

The RPA may be suitable for new development if there is coordination of uses and redevelopment activity by the Village. Under the TIF Redevelopment Plan as amended, the Village intends to continue efforts to attract and encourage commercial and retail/mixed uses to locate, upgrade, expand and/or modernize their facilities within the Village. The Village would maintain its program to redevelop key areas within the Village and in so doing, it would stabilize the area, extend benefits to the community, and assist affected taxing districts over the long run.

Rationale for Redevelopment Plan. The Village recognizes the need for an ongoing strategy to revitalize properties and promote development within the boundaries of the RPA. Incremental property tax revenue generated by redevelopment will play a decisive role in encouraging private development. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Plan will benefit both the Village and surrounding taxing districts, by virtue of the expected expansion of the tax base.

The Village does not anticipate that area as a whole would be developed in a coordinated manner without a TIF Redevelopment Plan. Further, the inclusion of the Amendment Area is necessary to advance redevelopment goals and partner with private developers on the reuse of the former Purple Hotel site. The Village,

with the assistance of KMA, has therefore commissioned this Plan Amendment to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The designation of the area as an RPA will allow the Village to continue to pursue the following beneficial strategies:

- Enhancing area appearance through improvements to landscape, streetscape and signage;
- Establishing a pattern of land-use activities that will increase efficiency and economic inter-relationships, especially as such uses complement adjacent current and/or future commercial opportunities and Village redevelopment projects within the RPA and/or surrounding area;
- Coordinating land assembly in order to provide sites for redevelopment;
- Providing infrastructure that supports subsequent redevelopment plans for the RPA; and
- Entering into redevelopment agreements in order to redevelop property and/or to induce new development to locate within the RPA.

Through this Plan, the Village will serve as the central influence for the coordination and assembly of the assets and investments of the private sector and establish a unified, cooperative public-private redevelopment effort. Several benefits are expected to accrue to the area: entry of new businesses; new employment opportunities; and physical and aesthetic improvements. Ultimately, the continued implementation of the Plan will benefit (a) the Village, (b) the taxing districts serving the RPA, (c) residents and property owners within the RPA, and (d) existing and new businesses.

Village Findings. The Village, through legislative actions as required by the Act, affirms the following findings:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;
- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken;
- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;

- That public/private partnerships are determined to be necessary in order to achieve development goals;

- That without the development focus and resources provided for under the Act and as set forth in this Plan, growth and development would not reasonably be expected to be achieved;

- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment; and

- That the TIF Redevelopment Plan conforms to the Lincolnwood Comprehensive Plan.

It is further found, and certified by the Village, in connection to the process required for the adoption or amendment of this Plan pursuant to the Act, that the projected redevelopment of the RPA would not result in the displacement of ten (10) inhabited residential units or more, and that the RPA contains fewer than seventy-five (75) inhabited residential units. Therefore, *this Plan does not include a Housing Impact Study.*

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the area in the aggregate is more than 1½ acres. A boundary map of the RPA is included in Appendix 2 of this Plan.

II. TIF DISTRICT AS AMENDED

The existing TIF District covers an area located primarily northwest of the Touhy/Lincoln intersection with a limited number of parcels on the southern side of Touhy Avenue. The Amendment Area would bring in additional parcels further north and west of the existing district.

The TIF District including the Amendment Area previously has suffered from a variety of economic development impediments, as identified in the TIF Act. Refer to Exhibit 5, which delineates the redevelopment challenges facing the Amendment Area (comparable to the challenges in the existing TIF District, detailed in the original TIF Plan).

The amendment herein would not alter the goals and objectives or land uses of the TIF District; these would be retained "as is" for the remaining term of the TIF District. The scope of the amendment is limited to a change in the boundaries of the TIF District.

III. AMENDMENT TO TIF PLAN

In this section, the amendatory provisions revising the Lincoln-Touhy TIF Plan are presented. As noted, the major goal is to expand the TIF District to bring in additional parcels to the north and west of the existing TIF boundaries.

Amendment A

Appendix 1 of the Original TIF Plan – Legal Description

Appendix 1 of the Original TIF Plan is replaced in its entirety with the amended legal description. Refer to Exhibit 1 herein.

Amendment B

Appendix 2 of the Original TIF Plan – Boundary Map

Appendix 2 of the Original TIF Plan is replaced in its entirety with the amended boundary map. Refer to Exhibit 2 herein.

Amendment C

Appendix 3 of the Original TIF Plan – Existing Land Use Map

Appendix 3 of the Original TIF Plan is replaced in its entirety with the amended existing land use map. Refer to Exhibit 3 herein.

Amendment D

Appendix 4 of the Original TIF Plan – Future Land Use Map

Appendix 4 of the Original TIF Plan is replaced in its entirety with the amended future land use map. Refer to Exhibit 4 herein.

Amendment E

Page 25 of the Original TIF Plan

The ~~most recent equalized assessed valuation for the RPA is based on the 2008 EAV, and is estimated to be approximately $9,517,980. It is anticipated the estimated Base EAV for establishment of the RPA will be the 2009 EAV and the EAV estimate will be updated once the State equalizer and values are certified. Currently, the 2009~~ original base EAV was determined~~is estimated~~ to be $7,510,079 by the Cook County Clerk. Inclusive of the Amendment Area, the revised base EAV is estimated to be $10,622,054.

EXHIBIT 1

Legal Description as Amended

Return to VB Agenda

LEGAL DESCRIPTION

2/17/14 TIF Legal Description

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue, the Point of Beginning; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline ohe intersection of the North line of Lot 3 of the f Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the North Line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue; thence Southwest along the North Line of said Lot 3 to the southwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Southeast along said extension to the Point of Beginning., in Cook County, Illinois.

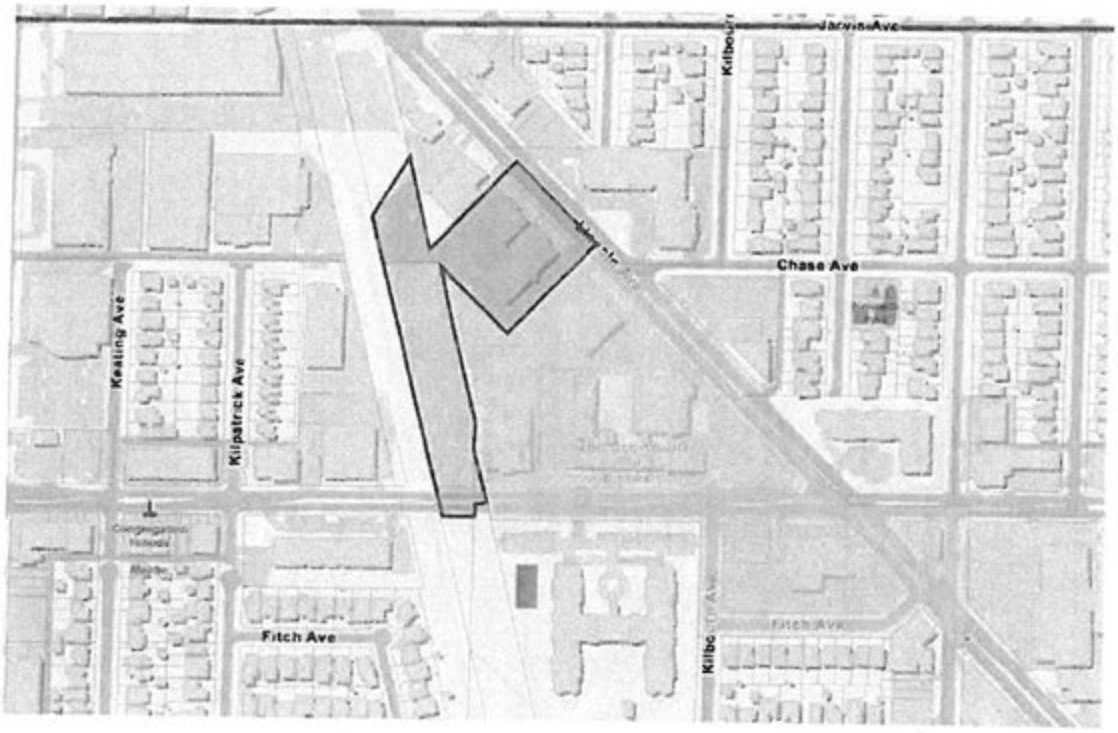
EXHIBIT 2

Boundary Map as Amended

Return to VB Agenda

Lincoln-Touhy TIF District

Proposed Boundary Amendment



- Area shown in purple is existing TIF District
- Area Shown in red is area proposed to be added to TIF District

EXHIBIT 3

Existing Land Use Map as Amended

Proposed Lincoln - Touhy TIF District as Amended – Current Land Use

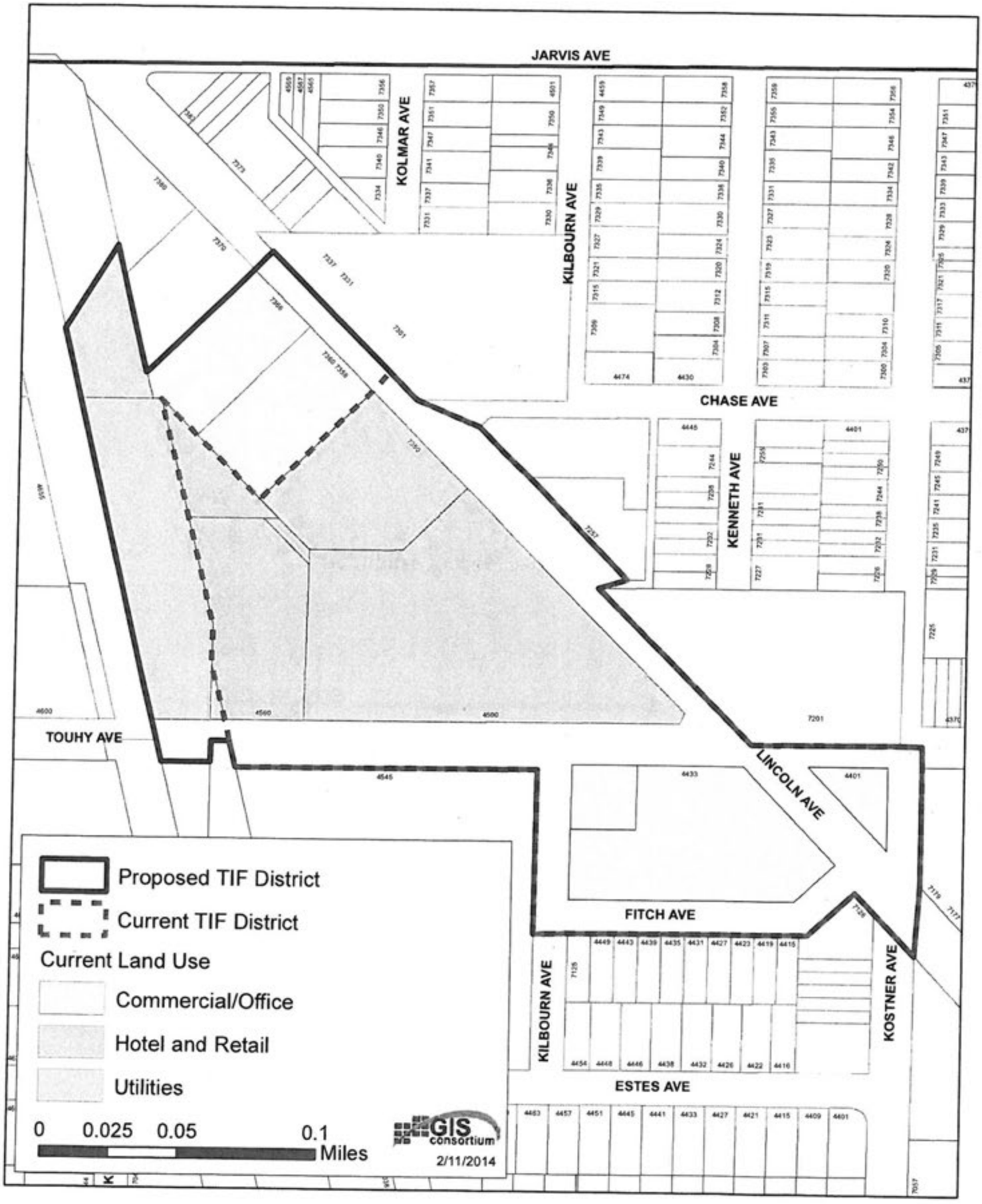


EXHIBIT 4

Future Land Use Map as Amended

Proposed Lincoln - Touhy TIF District as Amended – Future Land Use

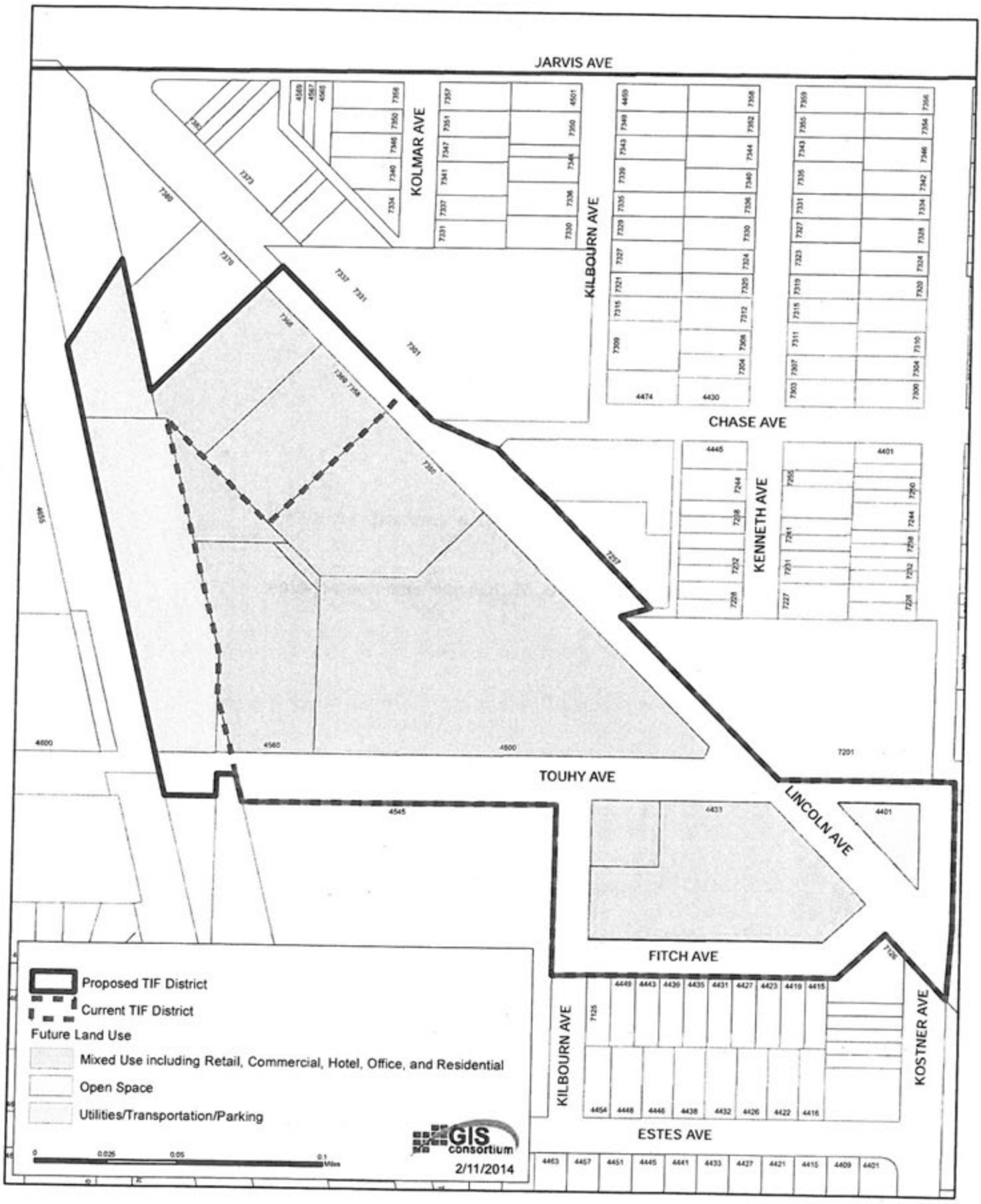


EXHIBIT 5

TIF Qualification Report for Amendment Area

Prepared by Kane, McKenna and Associates

Return to VB Agenda

PRELIMINARY DRAFT 3/3/14

VILLAGE OF LINCOLNWOOD
TIF ELIGIBILITY REPORT
LINCOLN-TOUHY TIF DISTRICT – 1st AMENDMENT

A study to determine whether all or a portion of an area located in the Village of Lincolnwood qualifies as a conservation area as set forth in the definitions in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended.

Prepared for:
The Village of Lincolnwood, Illinois

Prepared Jointly by:
The Village of Lincolnwood, Illinois
and
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VILLAGE OF LINCOLNWOOD
TIF ELIGIBILITY REPORT
LINCOLN-TOUHY TIF DISTRICT – 1ST AMENDMENT

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EXECUTIVE SUMMARY

Kane, McKenna and Associates, Inc. ("KMA") has been retained by the Village of Lincolnwood (the "Village") to conduct an analysis of the qualification of an area that potentially would be included in the existing Lincoln-Touhy Tax Increment Finance (TIF) District. The proposed amendment herein would result in the addition of five (5) tax parcels to the existing TIF District (the "1st Amendment" or "amendment"). The Village is pursuing the effort as part of its ongoing strategy to promote the revitalization of key under-utilized properties located within the Village.

The Village has two principle aims in pursuing the potential TIF district amendment. The first goal is to promote redevelopment of three parcels (adjacent to the existing TIF District parcels) that have experienced certain impediments such as obsolescence, excessive vacancies, and deterioration (the "Amendment Area"). The TIF District amendment would enable the Village to address area-wide impediments such as inadequate utilities, as well as the impediments above.

Secondly, TIF action would address the limited opportunities the Village has to encourage new commercial growth and mixed uses within a "land-locked" community. Because the Village (a) is a mature community that can no longer grow through annexation, (b) has few parcels of undeveloped land remaining within Village limits, and (c) has few groupings of properties served by major roadways, the targeted redevelopment area provides a rare opportunity to undertake major new reinvestment projects. By so doing, it would support the Village's strategy for the encouragement of growth through the reuse and redevelopment of older or under-utilized properties.

Based upon the analysis completed to date, KMA has reached the following conclusions regarding the qualification of the TIF District Amendment Area:

1) *Improved land within the TIF District as proposed for amendment qualifies as a "conservation area" pursuant to the Act* – The TIF District Amendment Area qualifies as a conservation area under the Illinois Tax Increment Allocation Redevelopment Act (ILCS 5/11-74.4-1 et. seq., as amended; hereinafter referred to as the "TIF Act" or "Act"). This condition prevents, or threatens to prevent, the healthy economic and physical development of properties in a manner that the community deems essential to its overall economic health.

2) *Current conditions impede redevelopment* – The existence of certain conditions found within the Amendment Area present impediments to the area's successful redevelopment. This is because the factors negatively impact coordinated and substantial private sector investment in the overall TIF District. Without the use of Village planning and economic development resources to mitigate such factors, potential redevelopment projects (along with other activities that require private sector investment) are not likely to be economically feasible.

3) *Viable redevelopment sites could produce incremental revenue* – Within the TIF District as proposed for amendment, there are parcels which potentially could be redeveloped or rehabilitated and thereby produce incremental property tax revenue. Such revenue, used in combination with other Village resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites and ultimately throughout the TIF District.

4) *TIF designation recommended* – To mitigate redevelopment area conditions, promote private sector investment, and foster the economic viability of the TIF District, KMA recommends that the Village proceed with the formal TIF designation process for the entire area.

Because the Village will not be considering the redevelopment of residential parcels, and it will certify that it will not dislocate 10 or more residential units within the TIF district, the Village will not conduct a housing impact study pursuant to the TIF Act.

I. INTRODUCTION AND BACKGROUND

In amending the Lincoln-Touhy Tax Increment Financing District, the Village of Lincolnwood has evaluated certain parcels in the vicinity of Touhy and Lincoln Avenue to determine whether they qualify under the TIF Act for inclusion in the district. Kane, McKenna and Associates, Inc. agreed to undertake the study of the RPA on the Village's behalf.

Economic Development Goals.
The Village's general economic development goals are to enhance business, commercial, industrial, and mixed use opportunities while at the same time advancing certain other goals identified in the Village's *Comprehensive Plan* (e.g., improving the appearance of arterial roads). Given the Village's goals as well as the conditions described in this Report, the Village has made a determination that it is highly desirable to promote the ongoing redevelopment of the Lincoln-Touhy Tax Increment Financing District (the "TIF District," "Redevelopment Project Area" or "RPA"). Absent an implementation plan for redevelopment, Village officials believe adverse conditions will worsen. The Village intends to implement such a plan in order to restore, stabilize, and increase the economic base associated with the TIF District as amended, which will not only benefit the community as a whole but also generate additional tax revenues to support municipal improvements.

Because of the conditions observed in the Amendment Area and the required coordination for future land uses, the Village is favorably disposed toward supporting redevelopment efforts. The Village has determined that redevelopment should take place through the benefit and guidance of comprehensive economic planning by the Village. Through this coordinated effort, conditions within the TIF District are expected to improve and development barriers to be mitigated.

The Village has further determined that redevelopment is feasible only with public finance assistance. The creation and utilization of a TIF redevelopment plan is intended by the Village to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the TIF District.

The use of TIF relies upon induced private redevelopment in the RPA to create higher real estate values that would otherwise decline without such investment. This would result in increased property taxes compared to the previous land use (or lack of use). In this way, the existing tax base for all tax districts would be protected and a portion of future increased taxes pledged to attract the requisite private investment.

Current Land Use.
The TIF District Amendment Area is adjacent to the existing TIF District and north of the Lincoln-Touhy Avenue intersection. The original TIF District contained primarily hotel uses (prior to demolition in 2013) whereas the Amendment Area contains commercial office uses. The two structures within the Amendment Area have significant levels of vacancies as discussed in Section V. Refer to the TIF Plan as amended (Exhibit 2) which provides a detailed map of the TIF District as proposed for amendment.

The TIF District has a number of important assets:

- Both Lincoln Avenue and Touhy Avenue are major arterial roads and as such have the traffic counts necessary to support commercial, retail and mixed uses;
- The Lincoln / Touhy study area is situated in the midst of a number of retailers that would complement any new uses with the study area;
- The area is close to the Interstate 94 access ramps;
- The area is potentially "walkable" in terms of facilitating future pedestrian-oriented plans envisioned in the *Lincoln Avenue Corridor Study* (since residential areas and parks are within walking distance); and
- Lincoln Avenue has had certain public improvements, just outside of the study area that would complement potential investments within the TIF District.

On the latter point, the area is nearly equidistant between two Metra train lines with nearby stops in Morton Grove and Chicago (Edgebrook) to the west and Evanston to the east. It also close to a CTA Red Line train stop due east as well as a CTA Yellow Line train stop recently opened to the north in Skokie. Further, the Village prior to the recent recession made a number of public investments to improve the function and appearance of Lincoln Avenue pursuant to the *Lincoln Avenue Corridor Study*. TIF financing would enable the Village to continue and deepen this existing program.

Finally, the area (with the addition of the Amendment Area parcels) is an unusually large, developable site. Because the Village is an established, "built-out" community, there are very few large scale parcels available for development that are comparable to the targeted site.

Despite its potential advantages, many parcels in the area are underutilized. The TIF District as a whole suffers from a variety of economic development impediments as identified in the TIF Act, such as excessive vacancies and obsolescence. In comparison to the balance of Village taxable value, the TIF district property valuations have lagged behind the Village's annual growth rates. Section V of this report identifies other impediments to redevelopment.

General Scope and Methodology.

KMA formally began its analysis by conducting a series of meetings and discussions with Village staff, starting in October 2013 and continuing periodically up to the date of this report's issuance. The purpose of the meetings was to establish boundaries for the TIF District Amendment Area and to gather data related to the qualification criteria for properties included in the TIF District. These meetings were complemented by a series of field surveys of the entire area to evaluate the condition of the TIF District on a parcel-by-parcel basis. The field surveys and data collected have been utilized to test the likelihood that various areas located within the TIF District would qualify for TIF designation.

For the purpose of the study, properties within the TIF District were examined in the context of the TIF Act governing improved areas (separate provisions of the TIF Act

address unimproved areas). The qualification factors discussed in this report qualify the area as a conservation area, as the term is defined under the TIF Act.

During the course of its work, KMA reported to key Village staff its findings regarding TIF qualification and redevelopment prospects for the area under study. Based on these findings the Village (a) made refinements to the TIF District boundaries and (b) directed KMA to complete this report and to move forward with the preparation of a Redevelopment Plan and Project for the TIF District.

For additional information about KMA's data collection and evaluation methods, refer to Section IV of this report.

II. QUALIFICATION CRITERIA USED

With the assistance of Village staff in 2013, Kane, McKenna and Associates, Inc. evaluated the TIF District to determine the presence or absence of qualifying factors listed in the TIF Act. The relevant sections of the TIF Act are found below.

The TIF Act sets out specific procedures which must be adhered to in designating a TIF District/Redevelopment Project Area. By definition, a Redevelopment Project Area is:

> "An area designated by the municipality, which is not less in the aggregate than 1 1/2 acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas."

Under the Act, "conservation area" means any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality where certain conditions are met, as identified below.

TIF Qualification Factors for a Conservation area.
In accordance with the Illinois TIF Act, KMA performed a two-step assessment to determine if the proposed RPA qualified as a conservation area. First, KMA analyzed the threshold factor of age to determine if 50% or more of the structures were 35 years of age or older.

Secondly, if a proposed conservation area meets the age threshold, then the following factors are to be examined to determine TIF qualification:

> If a *conservation area*, industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:
>
> (A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
>
> (B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.
>
> (C) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows,

porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way,

lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up. The Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

(L) Lack of Community Planning. The Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) "Stagnant" or Lagging EAV. The total equalized assessed value (EAV) of the Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

III. THE TIF DISTRICT AMENDMENT AREA

The TIF District Amendment Area contains parcels located adjacent to and north and west of the existing TIF District, which is situated at the Lincoln/Touhy Avenue intersection. The TIF District as amended contains parcels and acreage primarily located northwest of the intersection, with additional parcels south of Touhy Avenue. Please refer to Exhibit 2 of the TIF Plan as amended which contains a map showing the boundaries of the TIF District and the contiguous Amendment Area.

The core area of the existing TIF District as amended includes the parcel where the Purple Hotel was formerly located, as well as two ancillary commercial structures. Historically, it was an active, commercially successful hotel that was part of a national chain. Over time, the hotel's operations declined and at the time of closing, it was independently operated as "the Purple Hotel." The Purple Hotel was closed in 2007 due to myriad building code, fire code and other municipal infractions, and then was demolished in November 2013 along with the two ancillary buildings. The Amendment Area parcels also are experiencing economic challenges as well, such as obsolescence.

Despite the obsolescence and ongoing vacancies associated with the former hotel properties, the overall Lincoln Avenue corridor has a number of assets as identified in Section I above. In addition to traffic volume desirable for retail, commercial and mixed uses, it has a number of other advantages that could be leveraged in the future – e.g., transportation assets – and it is a general priority for Village planning efforts (per the *Lincoln Avenue Corridor Study*).

IV. METHODOLOGY OF EVALUATION

In evaluating the Amendment Area for inclusion as a TIF District, the following methodology was utilized:

1) Site surveys of the TIF District Amendment Area were undertaken by representatives from Kane, McKenna and Associates, Inc., supplemented with photographic analysis of the sites. Site surveys were completed for each parcel within the TIF District.

2) KMA performed EAV trend analysis to ascertain whether EAV growth in the Amendment Area underperformed EAV growth in the remaining part of the Village.

3) KMA conducted evaluations of exterior structures and associated site improvements, noting such conditions as deterioration and obsolescence. Additionally, KMA reviewed the following data: 2007-2012 tax information from Cook County, tax parcel maps, site data, local history (based on discussions with Village officials and staff), and an evaluation of area-wide factors that have affected the area's development (e.g., lack of community planning, code violations, obsolescence, etc.).

4) Existing structures and site conditions were initially surveyed for the purpose of comparing said conditions against the TIF Act criteria, to the best and most reasonable extent possible.

5) The Amendment Area was examined to assess the applicability of the factors required for qualification for TIF designation under the TIF Act. KMA evaluated parcels by reviewing the information obtained for each factor against the relevant statutory criteria. Improved land within the RPA was examined to determine the applicability of the thirteen (13) different factors for qualification for TIF designation under this statute (referenced in Section II of this report).

V. QUALIFICATION FINDINGS

Based upon KMA's evaluation of parcels in the TIF District Amendment Area and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification for inclusion into the TIF District. These factors are found to be clearly present and reasonably distributed throughout the Amendment Area, as required under the TIF Act. The factors are summarized in the table below.

Exhibit 2
Summary of Findings

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in TIF District
13	3	7 • Excessive Vacancies • Obsolescence • Lagging EAV • Deleterious Layout • Lack of Community Planning • Deterioration • Inadequate Utilities

Findings for Amendment Area.
The TIF District Amendment Area is found to qualify as a conservation area under the statutory criteria set forth in the TIF Act. As indicated in Section II, KMA performed a two-step assessment, first finding that 50% (1 of 2) buildings within the conservation area were 35 years of age or greater. Based upon Cook County Assessor data, KMA determined that the larger of the two buildings was 42 years in age whereas the other, smaller building was 25 years old.

As a second step, KMA reviewed the criteria needed to qualify the area as a conservation area, determining that seven (7) factors were likely to be present, as follows:

1) Excessive Vacancies.
The Act states that this finding is characterized by the presence of unoccupied or underutilized buildings that represent an adverse influence on the area. Both of the buildings in the Amendment Area currently have significant levels of vacant or unleased office space. These buildings are approximately 33% vacant and moreover have had ongoing vacancies for the past 18-24 months.[1] By comparison, suburban Chicago office vacancies are currently at 20% (18% for the north suburban office sub-market).[2]

[1] Per the Community Development Department, two buildings with partial vacancies have had vacancies in the 33% range for one year or longer.
[2] Colliers International, Chicago Office Market Overview, 2013 (1st Quarter).

In addition, the vacant buildings and adjacent surface improvements generally exhibit deterioration. Because of the reduced economic activity associated with vacancies and the deteriorated physical condition – in conjunction with their prominent location along Lincoln Avenue – they represent an adverse influence on the overall TIF District "trade area."

2) Obsolescence.
The Act states that obsolescence is the condition or process of falling into disuse or structures that have become "ill-suited" for their original use. The area exhibits both economic and functional obsolescence.

Economic obsolescence is evidenced primarily by stagnating EAV (see sub-section 3 below) and excessive vacancies. Excessive vacancies in particular results in the literal "disuse" of buildings. As noted above, both buildings within the Amendment Area are partially vacant and underutilized in absolute terms and relative to the suburban office market. Furthermore, these obsolete and vacant structures have a negative "spill-over" effect on the area and may deter other property owners from reinvesting in their own businesses.

Functionally, the area is experiencing obsolescence related to its general age. One of the two structures is over 35 years in age, according to Cook County Assessor data. The combination of age and certain evolving standards in commercial building design limits the competitiveness of the older buildings – i.e., limits their utility as efficient, marketable workspace. For example, certain commercial buildings provide limited parking and have inadequate circulation for vehicles. Area-wide factors such as inadequate utilities (discussed below) also contribute toward the obsolescence factor and act as a development impediment for Lincoln-Touhy businesses.

3) Lagging or Declining EAV.
The EAV of the TIF District Amendment Area has declined during four (4) of the past five (5) years, and grown at a rate slower than the Village-wide EAV for three of the last five years (refer to chart below). Additionally, the EAV has lagged the Consumer Price Index (CPI) for four of the past five years. Therefore, a finding of lagging EAV is made pursuant to the TIF Act.

Exhibit 2
EAV Trends for Proposed Amendment Area

	2012	2011	2010	2009	2008	2007
Total EAV for Area	3,111,975	3,294,993	3,660,364	4,822,954	6,065,388	5,794,321
Annual Change	**-5.55%**	**-9.98%**	**-24.11%**	**-20.48%**	4.68%	--
Village EAV (Excluding Area)	640,696,607	690,522,026	775,233,348	852,383,864	864,739,289	816,385,036
Annual Change	-7.22%	-10.93%	-9.05%	-1.43%	5.92%	--
CPI	2.10%	3.20%	1.60%	-0.40%	3.80%	--

Note: Figures in **bold** for years in which annual EAV growth in proposed Study Area was slower than CPI growth.
Source: Cook County and U.S. Bureau of Labor Statistics

4) Deleterious Layout and Land Use.

As noted in Section II, a municipality can make a finding of deleterious layout or land use when there exists (a) incompatible land-use relationships, (b) buildings occupied by inappropriate mixed-uses or uses considered to be noxious, or (c) uses offensive or unsuitable for the surrounding area. Most of the problems in the area reflect incompatible land use relationships.

Two major land use issues are the insufficient allocation of parking spaces (discussed in sub-section 5 below) and the coordination of ingress/egress. There are no transitional frontage roads that would separate slower moving traffic approaching a business (e.g., to park or unload cargo) from faster moving commuters using Touhy or Lincoln Avenues purely to drive through the Village. Such frontage roads would also facilitate internal circulation of traffic among adjoining businesses.

The issue of poor ingress/egress is magnified by the fact that Touhy and Lincoln Avenues are major arterial roads used by trucks and automobiles. According to Illinois Department of Transportation data (as reviewed with Village staff), among all east/west routes in or near the Village, Touhy Avenue has one of the highest average daily vehicle counts – approximately 26,000 and 43,100 vehicles east and west of the intersection with Lincoln Avenue, respectively. By comparison, other major east/west streets such as Pratt Avenue and Howard Street have lower counts on either side of Lincoln Avenue. Lincoln Avenue north of the Touhy intersection also has a relatively high traffic count at 24,500 vehicles per day on average.

Many of the land use and layout problems identified by KMA were previously identified in the 2005 Lincoln Avenue Corridor Study (which was incorporated into the Village Comprehensive Plan) and have yet to be addressed. As stated in the report, "Lincoln Avenue runs through the Village on a diagonal to the overall grid system of streets. This results in a number of odd or irregularly shaped parcels at various corners which can inhibit typical development. Moreover, many of the parcels fronting along Lincoln have rather short depths, limiting to a degree their usefulness and redevelopment potential. This is compounded by the close proximity of single family homes to the corridor, some of which utilize shared alleyways with Lincoln Avenue properties and others which have no alley whatsoever. Much of the existing development along the street was developed without adequate barriers or buffering measures with residential areas. This lack of buffering combined with short parcel depths and irregular parcel configurations can and often has produced land use conflicts."

Additionally, the report identifies inadequacies with respect to future land use goals, particularly the goal of pedestrian-oriented development in the area. The report states that "Existing conditions in the right-of-way, coupled with its physical width, currently inhibit safe pedestrian crossings and help aid in the dominance of the auto in the corridor. The conditions and width of this right-of-

way, currently an impediment to a pedestrian friendly environment, can however be smartly designed to create a unique sense of place and a friendly pedestrian environment." It should be noted that "pedestrian friendly" land use planning elements have not yet been implemented within the Lincoln/Touhy area. These land use elements currently lacking include:

- Median landscaping;
- Parkway restoration;
- Additional parking on Lincoln Avenue, as a "traffic calming" step; and
- Tighter regulation of curb cuts.

5) Lack of Community Planning.
As noted in Section II, a municipality may make a finding of "lack of community planning" if the area was developed prior to or without the guidance of a community plan. This factor may be documented by "inadequate street layout" or "other evidence demonstrating an absence of effective community planning."

As noted in sub-section 4) above, a major land use issue is the coordination of ingress/egress. There are no transitional frontage roads that would separate slower moving traffic from faster moving commuters using Touhy or Lincoln Avenues. The issue of poor ingress/egress is magnified by the fact that Touhy and Lincoln Avenues are major arterial roads used by trucks and automobiles. .

Coordination and planning in relation to potential reuses (internal traffic circulation, buffering, parking, etc.) also need to be addressed in order to provide for redevelopment of sites. For example, the larger of the two buildings has insufficient parking relative to modern Village standards: the site has approximately 63 parking spaces but would be required (for new construction) to have 132 spaces in order to conform to modern Village planning standards.

As mentioned, many of the land use and layout problems identified by KMA were previously identified in the 2005 *Lincoln Avenue Corridor Study* (which was incorporated into the Village *Comprehensive Plan*) and have yet to be addressed, including potential reuse for mixed commercial and residential redevelopment.

6) Deterioration.
As noted in Section II, deterioration is a qualification factor under the TIF Act, if it is observed amid surface improvements and/or structures. Widespread deterioration was observed in the condition of surface improvements adjacent to the two buildings as well as the ComEd parcel: parking lots and parking lot "aprons" or driveways reflect deterioration in terms of linear surface cracks, potholes, depressions (where the surface pavement may be intact but the sub-base is compressed), and loose paving materials. Weed growth, another element of deterioration cited in the TIF Act, is also present.

Because of the widespread cracking, the parking lots needed resurfacing or resealing. Said surface deterioration was identified for the majority of the

parcels. Moreover, because parking lots constitute a large portion of the overall "footprint" of the overall Amendment Area, the inadequately maintained lots, in combination with the lack of landscaping and screens discussed above, have a negative aesthetic impact on the area.

In addition to surface deterioration, the following indicators of deterioration were found among the two structures:

- Roofs – The visible portions of the larger building's roof appeared to be deteriorated and well into its useful life;
- Windows – Both buildings had deteriorated window frames
- Exteriors – The exteriors particularly to the rear show deterioration including water damage and rust; some of the brick is also deteriorated especially in terms of the larger (red brick) building.

It should be noted that much of the deterioration is more easily observed when inspected on foot as opposed to "wind shield" reviews.

7) Inadequate Utilities.

Under the TIF Act, inadequate utilities can be defined as underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, or telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

According to the Village Engineer, there are certain deficiencies with respect to utilities as noted below, with the most prominent deficiency being the complete lack of a storm sewer system and storm water detention:

Storm Sewers – The TIF District lacks sufficient storm sewer facilities in relation both to current uses and future uses, as contemplated by the Village under redevelopment plans. As noted by the village's engineer, "Redevelopment will require storm water management and detention facilities in accordance with Village and Metropolitan Water Reclamation District (MWRD) standards."

Water Main – In addition to inadequate stormwater facilities, the water mains are under-sized. Per the Village Engineer, "Redevelopment of the area will necessitate increasing the sizes of many of the existing water mains in order supply the demand for fire flows and general water demands of new buildings and associated sprinkler systems."

Combined Sewers – The older sewers use clay, which has been supplanted by modern materials (e.g., PVC) which are less brittle and less prone to breakage. The Village Engineer reports that "These combined sewers were likely constructed prior to 1950 and are reaching the high-end of the service life expectancy."

VI. SUMMARY OF FINDINGS / GENERAL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the Village's potential designation of the TIF District.

1. The area is contiguous and is greater than 1½ acres in size;

2. The RPA will qualify as a conservation area. Further, the qualification factors found in the RPA are present to a meaningful extent and are reasonably distributed throughout the area. A more detailed analysis of the qualification findings is outlined in Section V of this report;

3. All property in the area is expected to substantially benefit by the redevelopment project improvements;

4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and

5. The area would not be subject to redevelopment without the investment of public funds, including property tax increments.

In the judgment of KMA, these findings provide the Village with sufficient justification to consider designation of the TIF District for inclusion within the Lincoln-Touhy RPA.

LINCOLNWOOD JOINT REVIEW BOARD

A RESOLUTION RECOMMENDING APPROVAL OF PROPOSED AMENDMENTS TO THE REDEVELOPMENT PLAN AND PROJECT, AND THE DESIGNATION OF ADDITIONAL PARCELS, FOR THE LINCOLN-TOUHY REDEVELOPMENT PROJECT AREA

WHEREAS, the Joint Review Board convened in the Lincolnwood Village Hall on April 3, 2014, pursuant to the Illinois Tax Increment Allocation Redevelopment Act. 65 ILCS 5/11-74.4-1 *et seq.* (*"Act"*), which was attended and comprised of representatives of certain affected taxing jurisdictions of the Lincoln-Touhy Redevelopment Project Area as well as a public member pursuant to the Act; and

WHEREAS, a public member to the Joint Review Board was duly selected on April 3, 2014, by a majority vote of the taxing districts present and serving on the Joint Review Board and a chairperson was also duly selected by the members of the Joint Review Board by majority vote; and

WHEREAS, the Joint Review Board did carefully review and consider the public record and planning documents relating to the proposed amendments to the Redevelopment Plan and Project, and the designation of additional parcels, for the Village of Lincolnwood Lincoln-Touhy Redevelopment Project Area, as prepared by Kane, McKenna and Associates, Inc. (collectively, the ***"Proposed Amendments"***); and

WHEREAS, after consideration of said matters, the Joint Review Board did agree by a vote of the members present, that the Proposed Amendments be approved; that the Village of Lincolnwood Redevelopment Project Area, as amended pursuant to the Proposed Amendments, satisfies the eligibility criteria defined in the Act; that the Village of Lincolnwood Redevelopment Project Area, as amended pursuant to the Proposed Amendments, qualifies as a Conservation Area, as such term is defined in the Act; and further, that the Redevelopment Plan and Project, as presented, conforms to the requirements of the Act;

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF LINCOLNWOOD JOINT REVIEW BOARD, 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. RECOMMENDATION. The Joint Review Board does hereby submit the following advisory, non-binding recommendations to the President and Board of Trustees of the Village of Lincolnwood:

A. The Village of Lincolnwood Lincoln-Touhy Redevelopment Project Area, as amended pursuant to the Proposed Amendments, satisfies the requirements of the proposed Redevelopment Plan and Project for the Redevelopment Project Area, and fulfills the objectives of the Act, and, accordingly, the Joint Review Board recommends that the Village President and Board of Trustees approve the Proposed Amendments.

B. In furtherance thereof, the Joint Review Board recommends that the Village President and Board of Trustees adopt the following ordinances in support of the Proposed Amendments for the Lincoln-Touhy Redevelopment Project Area:

1. An Ordinance Approving an Amended Tax Increment Redevelopment Plan and Project for the Devon-Lincoln Redevelopment Project Area;

2. An Ordinance Amending the Devon-Lincoln Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and

3. An Ordinance Adopting Tax Increment Allocation Financing for the Amended Devon-Lincoln Redevelopment Project Area.

SECTION 3. SEVERABILITY. If any provision of this Resolution or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Resolution 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 Resolution to the greatest extent permitted by applicable law

PASSED this 3rd day of April, 2014.

AYES: Paul Eisterhold (Public Member); Su Bochenski (Lincolnwood Library District); Jessica Donato (Lincolnwood School District #74); Jim Persino (Village of Lincolnwood); Nanci Gatta (Niles Township High School District #219); Donald Gelfund (Niles Township); and Courtney Pogue (Cook County)

NAYS: None

ABSENT: Oakton Community College District

ABSTENTION: None

Chairman
Joint Review Board
Village of Lincolnwood
Cook County, Illinois

Attested:

Timothy M. Clarke, Village of Lincolnwood

INTERGOVERNMENTAL JOINT REVIEW BOARD
FOR
Village of Lincolnwood
Lincoln Touhy Tax Increment Financing (TIF) District
Proposed Amendment

Meeting
April 3, 2014
Council Chambers Room of Village Hall
10:00 AM

MEETING MINUTES

Members Present
Chairman Jim Persino, Village Representative
Su Bochenski, Lincolnwood Library District
Paul Eisterhold, Public Member
Nanci Gatta, School District #219Representative
Jessica Donato, School District # 74 Representative
Donald Gelfund, Niles Township Representative
Courtney Pogue, Cook County Representative

Members Absent
Oakton Community College Representative

Village Staff Present
Timothy Wiberg, Village Manager
Steven Elrod, Village Attorney
Robert Merkel, Finance Director
Timothy Clarke AICP, Community Development Director

Others Present
President Jerry Turry, Village of Lincolnwood
Robert Rychlicki, Kane McKenna and Associates

I. Call to Order

Chairman Persino called the meeting to order at 10:05 AM. It was noted that five of the seven taxing districts having a seat on the Board were present as well as the Paul Eisterhold who has served on the Board as the Public Member.

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Community Development Director indicated that it would be appropriate for the Board to confirm its previous election of Mr. Eisterhold to serve as the public member of this Board and also its selection of Mr. Persino as its chair.

In response, Member Gelfund representing Niles Township made a motion to confirm the election of Paul Eisterhold as the Public Member and James Persino as the Chair. Motion seconded by Member Bochenski representing Lincolnwood Library District. Motion approved. 6-0.

After this vote, Member Gatta representing School District #219 arrived to the meeting.

II. Review of JRB Procedures and Duties

Village Attorney Elrod summarized the duties of the Joint Review Board and its procedures, noting that a prime duty of the Board is to provide its recommendation to the Village Board on the proposal before it to amendment the existing Lincoln Touhy TIF District.

Discussion proceeded on whether any residential component was or could be a component of the redevelopment project which has requested the amendment now before the Board. School representatives expressed concern over the burden any residential component could have on their districts. It was stated that currently no residential component has been proposed or envisioned as part of the planned development. It was further stated that should a residential development occur in the future, current state law prescribes a formula to calculate required payments to school districts and libraries.

III. Review of Proposed Amendment

Robert Rychlicki of Kane McKenna and Associates (KMA) summarized the proposed amendment utilizing a power point. Through the power point, images of the proposed Shoppes at Lincoln Pointe development were shown. Images were also shown illustrating the land parcels that are now proposed to be added to the TIF District. It was stated that the developer requested this amendment so that the entire redevelopment project is located within the TIF District. It was noted that the location of the proposed hotel straddle the current boundary of the TIF District and that since the TIF was formed in 2011 the developer acquired the two office buildings to the north along Lincoln Avenue.

Mr. Rychlicki proceeded to identify the factors found in the proposed amended area that qualify the area for TIF designation. He stated that the area was investigated for qualification under the Conservation criteria and noted state law requires 3 of 13 factors to be present. He stated that their investigation resulted in the area having 7 of the 13 factors present, making the area qualify for TIF designation. Mr. Rychlicki proceeded to identify and discuss these factors.

DRAFT

Mr. Rychlicki also summarized the proposed amendment to the TIF Plan indicating that the primary change was the boundaries. He emphasized that no change to the TIF Budget, land use or maximum duration of the TIF District was proposed.

In response to a question, it was indicated that the Lincoln Touhy TIF District as proposed to be amended did not touch any other TIF District in the Village.

IV. Review Proposed Ordinances

Village Attorney Elrod reviewed for the Board the three draft ordinances that would enact the proposed amendment to the TIF District. It was again noted that the public hearing was scheduled for May 6th before the Village Board and that at the close of the public hearing, the Village Board would need to take action to approve the amendment no sooner than 14 days and not later than 90 days.

V. Consideration of Recommendation to Village Board

A proposed Joint Review Board Resolution that would recommend approval of the proposed amendment to the Redevelopment Plan and Project and the designation of additional parcels for the TIF District was handed out and discussed. Chairman Persino stated that as the Village representative and Chairman of the Lincolnwood Economic Development Commission, the redevelopment of this highly visible property was especially important for the community and urged support and adoption of the Resolution.

At the conclusion of discussion, Public Member Eisterhold made a motion, seconded by Cook County Representative Pogue, to adopt the proposed Resolution recommending approval of the proposed amendment. A Roll Call vote was taken. In support of the motion: Donald Gelfund (Niles Township); Jessica Donato (School District #74); Nanci Gatta(School District #219); Su Bochenski (Lincolnwood Library District); Courtney Pogue (Cook County); Jim Persino (Village of Lincolnwood); and, Paul Eisterhold (Public Member). Opposing the motion: None. Motion approved 7-0.

VI. Public Forum

No member of the audience indicated a desire to address the Board.

VII. Adjournment

Chairman Persino thanked members for attending and working together for the betterment of the community. By consensus, the meeting was adjourned at 10:43 AM.

Respectfully submitted,

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

DRAFT

Request For Board Action

REFERRED TO BOARD: May, 6, 2014 **AGENDA ITEM NO: 5**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of an Ordinance Eliminating Certain Conditions Contained in Ordinance 95-2199 that Prohibits Parking along the Keystone Side of the Airoom Building at 6825 North Lincoln Avenue and in the Adjacent Keystone Avenue Right-Of-Way

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On April 17, 2014, the Village Board considered the recommendation of the Zoning Board of Appeals (ZBA) concerning a request by Mike Klein/Airoom to eliminate certain conditions imposed in a 1995 Ordinance. These conditions prohibit parking along the Keystone side of the Airoom Building at 6825 North Lincoln Avenue and in the adjacent Keystone Avenue Right-Of-Way.

These conditions were imposed by the Village Board in 1995 as part of a request by Airoom at that time for zoning relief that was granted for a front yard building setback. The 1995 provisions prohibiting parking currently are preventing further discussion of parkway parking along Keystone Avenue near Lincoln Avenue. The recent recommendation of the Zoning Board of Appeals (ZBA) (3-1 vote) is to eliminate these 1995 parking restrictions. As has been previously noted, elimination of these 1995 restrictions does not approve *any* parking.

In considering the ZBA recommendation at the April 17, 2014 meeting, the Village Board, by a 4-3 vote, directed the Village Attorney to prepare the requisite Ordinance that would eliminate these 1995 provisions. Attached is this proposed Ordinance, prepared by the Village Attorney, consistent with the direction of the Village Board.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance

RECOMMENDED MOTION:
Move to Approve an Ordinance which eliminates certain 1995 parking restrictions at 6825 North Lincoln Avenue and in the adjacent Keystone Avenue Right-of-Way.

Return to VB Agenda

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014-____

AN ORDINANCE AMENDING VARIATIONS GRANTED
FOR THE CONSTRUCTION OF A BUILDING ADDITION
(6825 North Lincoln Avenue)

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

AN ORDINANCE AMENDING VARIATIONS GRANTED
FOR THE CONSTRUCTION OF A BUILDING ADDITION
(6825 North Lincoln Avenue)

WHEREAS, Airoom, LLC (***"Owner"***) is the record title owner of that certain property located in the B1 Traditional Business District of the Village (***"B1 District"***), commonly known as 6825 North Lincoln Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, on June 1, 1995, the Village President and Board of Trustees adopted Ordinance No. 95-2199, granting variations to the then-owners of the Property for the construction of a building addition on the Property; and

WHEREAS, Section 2 of Ordinance No. 95-2199 imposes certain conditions on the development and maintenance of the Property, including: (i) a prohibition on the parking of vehicles within the Keystone Avenue right-of-way adjacent to the Property; and (ii) a requirement to provide landscaping within the Village-owned parkway within such right-of-way and adjacent to the Property; and

WHEREAS, the Owner has filed an application to amend Section 2 of Ordinance No. 95-2199 in order to allow for consideration of vehicular parking within the Keystone Avenue right-of-way adjacent to the Property (***"Proposed Amendments"***); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood (***"ZBA"***) to consider approval of the Proposed Amendments was duly advertised in the _____ on _____, 2014, and held on February 19, 2014; and

WHEREAS, on February 19, 2014, the ZBA made findings and recommendations in support of the Proposed Amendments to Ordinance No. 95-2199; and

WHEREAS, the Village President and Board of Trustees have determined that the Proposed Amendments meet the required standards for variations as set forth in Article V of the Zoning Ordinance; 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 approve the Proposed Amendments to Ordinance No. 95-2199, all subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES 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. APPROVAL OF PROPOSED AMENDMENTS. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, the

Village President and Board of Trustees hereby approve the following amendments to Section 2 of Ordinance No. 95-2199:

> "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:
>
> * * *
>
> B. **Except for parkway parking as may be approved by the Board of Trustees in accordance with applicable law, there** ~~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.
>
> 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 **(except on those portions of the parkway for which parkway parking has been approved by the Board of Trustees in accordance with applicable law)**. Prior to issuance of an occupancy permit, landscaping in conformance with a plan approved by the Building Commission shall be installed."
>
> * * *

SECTION 3. CONTINUED EFFECT; CONFLICTS. Except as provided otherwise in this Ordinance, all terms, provisions, and requirements of Ordinance No. 95-2199 will remain unchanged and in full force and effect. In the event of a conflict between this Ordinance and Ordinance No. 95-2199, this Ordinance will control.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance or of Ordinance No. 95-2199, as applicable, the approval granted in Section Two of this Ordinance and the variations granted in Ordinance No. 95-2199 will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may

not so revoke the approval granted in Section Two of this Ordinance or the variations granted in Ordinance No. 95-2199 unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B1 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section Two of this Ordinance or to the variations granted in Ordinance No. 95-2199 that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7. 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 8. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. Passage by the Village President and Board of Trustees in the manner required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[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

#29418022_v1

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

Commonly known as: 6825 North Lincoln, Lincolnwood, Illinois

P.I.N.: _____

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lincolnwood, Illinois (***"Village"***):

WHEREAS, Airoom, LLC (***"Owner"***) is the record title owner of that certain property located in the B1 Traditional Business District of the Village (***"B1 District"***), commonly known as 6825 North Lincoln Avenue, in the Village (***"Property"***); and

WHEREAS, Ordinance No. 2014-_____, adopted by the Village President and Board of Trustees on _____, 2014 (***"Ordinance"***), approves certain amendments to Village Ordinance No. 95-2199, which grants variations for the construction of a building addition on the Property; and

WHEREAS, Section 8 of the 2014 Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of the amendments or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance approving the amendments.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2014

ATTEST:

By: _____
Its: _____

AIROOM, LLC

By: _____
Its: _____

EXHIBIT A-1 TO ORDINANCE NO. Z2011-2958

Legal Description of the SUP Premises

Request for Board Action

REFERRED TO BOARD: May 6, 2014 **AGENDA ITEM NO: 6**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Plan Commission Regarding Certain Zoning Ordinance Text Amendments to Section 2.02 (Definitions), Table 4.01.1 (Permitted and Special Uses in All Zoning Districts), Section 4.07 (Additional Use Standards for Business and Office Districts), Section 4.08 (Additional Use Standards for M-B Light Manufacturing/Business District), and Table 7.10.01 (Off-Street Parking Schedule) of the Zoning Code all to Modify the Existing Definition of "Health Club or Private Recreation" and to add a Definition and Off-Street Parking Requirements for Firearms Shooting Range and to add Firearms Shooting Range as a Special Use in Certain Zoning Districts

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On November 9, 2012, the Village Board adopted Resolution No R2012-1710, which referred to the Plan Commission for Public Hearing and consideration, proposed text amendments to the Zoning Code. These proposed text amendments concern Firearms Shooting Ranges and the existing definition found in the Zoning Code for "Health Clubs and Private Recreation". The intended purpose of these text amendments is to:

1. Specifically exclude from the existing definition of "Health Clubs and Private Recreation", Firearms Shooting Ranges; and
2. Establish in the Zoning Code, "Firearms Shooting Range" as a Special Use in the M-B Zoning District.

The adopted Village Board Resolution indicates that other restrictions or regulations may be determined to be necessary and desirable as a result of the Public Hearing and Commission deliberations in establishing Firearms Shooting Ranges as a Special Use in the M-B Zoning District.

Plan Commission Deliberations
The Public Hearing for this matter began on February 6, 2013, although no public comment was received and no Commission discussion took place at this meeting. The matter was continued by the Plan Commission to meetings on March 6, 2013 and May 1, 2013, although, again, no public comment was received and no Commission deliberations took place at these meetings.

The Plan Commission began deliberation of this matter at its July 10, 2013 meeting. The Plan Commission initially focused on the proposed definition of "Firearms Shooting Range", indicating the draft language presented by staff lacked clarity and specificity. The Plan Commission also desired the development of additional standards for "Firearms Shooting Range" uses.

Further, at its July 2013 meeting, the Plan Commission reviewed the previously proposed 800-foot minimum distance requirement between a "Firearms Shooting Range" and any "P" Park zoned property or, any "R" Residentially zoned property. Some members of the Commission suggested such a separation requirement be eliminated altogether while others were opposed to eliminating this requirement. The Commission requested staff prepare a new GIS map using a lesser separation distance in order to assist in their deliberation on the appropriateness of such a distance requirement. The Plan Commission also directed the Village Attorney and staff to modify the draft definition of "Firearms Shooting Range" and the additional proposed standards consistent with their discussion.

At its November 6, 2013 meeting, the Plan Commission generally agreed with the modified definition as presented for "Firearms Shooting Range", which had been the focus of the July 10 meeting, as well as the proposed definition for "Health Club" and Private Recreation".

The Plan Commission also continued discussion of a possible separation requirement for "Firearms Shooting Range" uses. Several members indicated that a separation requirement is not appropriate and voiced support for "Firearms Shooting Range" to be a Special Use in the B-1, B-2, B-3, O-1, and M-B Districts. These members believed that the use may be appropriate in all non-Residential Zoning Districts and, therefore, should not be limited to the M-B District only, as initially presented. While there was no consensus of which zoning districts to consider "Firearms Shooting Range" uses as a Special Use, Commissioner Goldfein objected to expanding the use into other non-Residential Zoning Districts. At its November meeting, the Commission also provided additional direction to the Village Attorney and staff to develop additional standards similar to those drafted for "Group Homes".

At its February 5, 2014 meeting, the Commission discussed at length the appropriate location for "Firearms Shooting Range" uses. The Commission concluded that a minimum 250-foot distance separation between a "Firearms Shooting Range" use and Residential and Park Zoning Districts is appropriate. The Commission also desired to establish a distance requirement of 1 mile between any two "Firearms Shooting Range" uses.

The Commission also reviewed the draft additional standards and directed the Village Attorney to make further modifications to the text. The Commission also reviewed the proposed off-street parking requirement for "Firearms Shooting Range". At this meeting, the Commission concurred with the proposed minimum parking requirement of *"two parking spaces per 1,000 square feet of retail plus two spaces per shooting lane"*.

At its April 2, 2014 meeting, the Plan Commission reviewed in detail the additional proposed standards for "Firearms Shooting Range" uses drafted by the Village Attorney and made several further changes. These additional standards and requirements include the following:

- Range design standards must conform with requirements of the US Department of Energy's Range Design Criteria.

- Range must conform with requirements of the US Occupational Safety and Health Administration.
- Operate under a Safety Plan, approved by the Police Chief, which contains specific range safety requirements.
- Complies with a Safety Plan approved by the Police Chief.
- Noise must comply with all applicable federal, state, and Village regulations.
- Must comply with all EPA and IEPA requirements concerning lead.
- Supervision of the range is required at all times by a certified Range Safety Officer.
- Assault weapons are prohibited.
- Drug and alcohol prohibited from the range.
- Minors prohibited except when in the custody of a parent or grandparent, legal guardian, firearms instructor, or another adult age 18 or older with supervisory authority over the minor.
- FOID Card required to operate a firearm within shooting range unless participating in training course or is a minor as otherwise permitted.
- $5 million general liability and property Insurance required with Village as an additional insured.
- Various application requirements concerning statements of ownership and past experience with shooting ranges.

The Commission again reviewed the proposed off-street parking requirement and the consensus was to reduce the minimum parking spaces required per shooting lane. As a result, the recommended off-street parking requirement was reduced to "*two parking spaces per 1,000 square feet of retail plus 1.5 spaces per shooting lane*". Commissioner Goldfein opposed the proposed reduction in required off-street parking.

During the deliberation of this matter, the Plan Commission received testimony from two residents, Mr. Charles Halevi (July 10, 2013) and Mr. Zvie Lieberman (November 6, 2013), both in favor of allowing a "Firearms Shooting Range" in Lincolnwood.

Commission Recommendation
The Commission concluded its deliberations by indicating that "Firearms Shooting Range" uses should be permitted as a Special Use in each of the non-Residential Zoning Districts (M-B, B-1, B-2, B-3, O) subject to certain additional standards (identified above and in more detail in attachment 3 below). Accordingly, by a 4-1 vote, the Plan Commission recommends a Zoning Ordinance Text Amendment to:

- Section 2 Definitions to modify the definitions of "Health Club or Private Recreation" and adopt a new definition for "Firearms Shooting Range";
- Table 4.01.1, Permitted and Special Uses to add "Firearms Shooting Range as a Special Use in the B-1, B-2, B-3, O-1, and M-B Districts;
- Section 4.08 and 4.09 to adopt Additional Standards for "Firearms Shooting Range" uses; and
- Table 7.10.1Off-Street Parking Schedule to adopt off-street parking requirements for Firearms Shooting Range" uses.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:

1. Plan Commission Minutes
    a. April 2, 2014 Excerpt (Draft)
    b. February 5, 2014 Excerpt
    c. November 6, 2013 Excerpt
    d. September 11, 2013 Excerpt
    e. July 10, 2013 Excerpt
    f. May 1, 2013 Excerpt
    g. March 6, 2013 Excerpt
    h. February 6, 2013 Excerpt
2. Staff Report to Plan Commission
    a. April 2, 2014
    b. February 5, 2014
    c. November 6, 2013
    d. July 10, 2013
3. Draft Zoning Ordinance Text Amendment

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission concerning various Zoning Code text amendments concerning the definition of "Health Club or Private Recreation", the addition of a definition and off-street parking Requirement for "Firearms Shooting Range" use , the addition of "Firearms Shooting Range" as a Special Use in certain non-Residential Zoning Districts as well as the establishment of additional requirements for "Firearms Shooting Range" uses and to direct the Village Attorney to prepare the requisite Ordinance for approval.

Return to VB Agenda

DRAFT **MEETING MINUTES OF THE**
PLAN COMMISSION
APRIL 2, 2014 – 7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60712

MEMBERS PRESENT:
Chairman Paul Eisterhold
Sue Auerbach
Irving Fishman
Patricia Goldfein (arrived at 7:07 p.m.)
Mark Yohanna

MEMBERS ABSENT:
Steven Jakubowski
Don Sampen

STAFF PRESENT:
Aaron N. Cook, Community Development Manager
Ryan Johnson, Community Development Intern

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of five members and called the meeting to order at 7:04 p.m.

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

Motion to Approve the February 26, 2014 Meeting Minutes was made by Commissioner Yohanna, and Seconded by Commissioner Auerbach.

Aye: Yohanna, Auerbach, Goldfein, and Eisterhold
Nay: None
Abstained: Fishman
Motion Approved: 4-0-1

IV. Public Hearing: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment

(Continued from February 5, 2014, November 6, 2013, September, 11, 2013, July 10, 2013, May 1, 2013, March 6, 2013, and February 6, 2013)

Commissioner Fishman directed the Village Attorney to change the words monetary lenders to secured or unsecured lenders in Section (5)(b)iii.C.iv. Commissioner Fishman also believed that the $10,000,000 insurance requirement is too excessive and asked Staff to investigate the availability of these kinds of policies.

Commissioner Yohanna agreed that the $10,000,000 amount is arbitrary and exorbitant and would like to see the amount reduced to $5,000,000. Commissioner Yohanna would also like to delete the driver's license requirement from Section (5)(b)i.

There was a discussion pertaining to personal information on the application and whether or not it can be disclosed under a Freedom of Information request or on the Special Use application. Staff indicated that personal information on a FOIA request can be redacted but cannot on a Public Hearing application.

Commission Goldfein asked if a separate information sheet that would not be made available to the public would be an option.

Commissioner Yohanna agreed with Commissioner Goldfein and would like to see that provision be added to Section (5)(b)i.

Commissioner Yohanna also questioned the word governance in Section (5)(b)ii. which can be open to interpretation and confusion.

Commissioners Fishman and Yohanna agreed that the language in Section (5)(h) regarding drugs or alcohol needed to be expanded upon. Commissioner Yohanna stated that this language is vague and would like to add the word illicit or illegal to the drug reference.

Commissioner Yohanna also requested to modify the off-street parking space requirement from two spaces per shooting range station to one space per station, and in Section (5)(i) regarding the requirement of a FOID Card, add the language except for persons identified in subparagraph (5)(g).

Commissioner Goldfein disagreed with the decrease in the off-street parking requirement and would like to keep the parking area isolated and confined to a certain area.

Commissioner Yohanna asked Village Attorney Hart Passman for clarification to Section (5)(f) pertaining to the definition of prohibited assault weapons. Mr. Passman stated that the definition is similar to Cook County's definition.

Chairman Eisterhold asked in anybody in the audience would like to address the Plan Commission in this matter. Let the record state that no one came forward.

Motion to Recommend Approval of the Zoning Code Text Amendment pertaining to Firearms Shooting Ranges was made by Commissioner Yohanna.

A discussion ensued with minor amendments to the original motion.

Motion to Withdraw made by Commissioner Yohanna.

Motion to Amend the language in Section (5)(b)iii.C.iv. to change the words monetary lenders to secured or unsecured lenders by Commissioner Yohanna, and Seconded by Commissioner Fishman.

A discussion ensued regarding the second motion.

Motion to Withdraw made by Commissioner Yohanna.

Motion to Recommend Approval of the Zoning Code Text Amendment pertaining to Firearms Shooting Ranges was made by Commissioner Yohanna, and Seconded by Commissioner Fishman with the following changes to the language Staff presented:

- Eliminate the requirement for a driver's license number in Section (5)(b)i.;
- Define description of the words ownership and governance in Section (5)(b)ii.;
- Reduce insurance requirement to $5,000,000 from $10,000,000 in Section (5)(d);
- Insert the illegal before the word drugs in Section (5)(h); and
- Exempt from the requirements of Section (5)(i) persons identified under Section (5)(g).

Motion to Amend the parking requirements to 1.5 spaces per shooting range station from 2 spaces per station, plus 2 spaces per 1,000 square feet of floor space not devoted to indoor shooting ranges by Commissioner Yohanna, and Seconded by Commissioner Fishman.

Aye: Yohanna, Fishman, Auerbach, and Eisterhold
Nay: Goldfein
Motion Approved: 4-1

V. Public Hearing: Accessory Structures – Zoning Code Text Amendment

(Continued from February 26, 2014, January 22, 2014, December 4, 2013, September 11, 2013, July 10, 2013, June 5, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)

Staff restated the Plan Commission's previous recommendation that terraces and patios be defined separately and be subject to different requirements. It was concluded that an additional bulk regulation relative to terraces would be to allow them to be forty percent of the depth of the rear yard and from the rear elevation to the rear lot line.

Staff presented the definition for a terrace or open patio as being in excess of one foot above grade in a residential district provided that they are at least four feet from all side and rear property lines, not over four feet above the average level of the adjoining ground, and do not project over ten feet from the front façade, excluding covered porches. Mr. Cook also pointed out that there is a terrace definition in the fencing section of our Ordinance which is in conflict with the existing and new language. Mr. Cook indicated that this conflict can be addressed and cleaned up at a later date.

The next discussion related to the definition and obtrusiveness of balconies. The communities researched included Morton Grove, Park Ridge, and Wilmette whose definitions are nearly identical to Lincolnwood's. Currently, balconies on front elevations require Special Use approval.

Commissioner Sampen believed that there should not be any preset limitations; conditions should be decided at the time of application.

Commissioner Fishman expressed that their decision should reflect what is in the best interest of businesses and the Village and not personal aesthetic preferences.

A discussion ensued regarding what conditions should or shouldn't be regulated when an application is being reviewed. It was also discussed whether or not there were any conditions that the Village would absolutely not entertain versus having some flexibility in regards to design standards. The consensus agreed to implement limited conditions.

Precast definitions were discussed next. Mr. Cook presented the differences between precast concrete which is cured in a controlled environment, transported to the construction site, and lifted into place. Precast stone is distinguished by using a fine aggregate in the mixture so the final product approaches the appearance of naturally occurring rock or stone.

Chairman Eisterhold recommended that a "brick form" designation be included in one of the definitions or added as a separate definition.

Commissioner Goldfein asked if precast concrete could be excluded from when homes are adjacent to the Manufacturing Districts. Currently, precast products are not allowed in any District. There was a discussion as to whether it can be used in the Manufacturing District, except for facades facing or adjacent to residential properties.

Chairman Eisterhold asked if there was a decision made concerning the use of smooth faced concrete block and whether it was not an acceptable high grade material. Mr. Cook agreed that it is not an acceptable material.

Motion to Continue to the April 2, 2014 Plan Commission Meeting by Commissioner Fishman, and Seconded by Commissioner Goldfein.
Aye: Fishman, Goldfein, Jakubowski, Sampen, and Eisterhold
Nay: None
Motion Approved 5-0

V. Public Hearing: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment

(Continued from November 6, 2013, September, 11, 2013, July 10, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)

Mr. Passman addressed the Plan Commission regarding the draft language and the changes in regards to Permitted Uses.

Staff presented maps showing where a shooting range could be located provided they are 250 feet and 500 feet from any Residential District or park. It is up to the Plan Commission whether or not to enact a distance requirement for firearms shooting ranges.

Commissioner Jakubowski asked how the Village can limit the number of shooting ranges and there should be no more than one. Commissioner Jakubowski asked Mr. Passman what requirements the Village could implement to limit the number of shooting ranges in the Village. Mr. Passman indicated that a better approach would be to identify where a shooting range would be appropriate in regards to the distance from parks and residential areas.

There was a lengthy discussion as to where a shooting range could be located in the Village. The consensus was the requirements for a shooting range are to be located 250 feet from a residential area, 250 feet from any park, and a mile between any other shooting range.

Commissioner Jakubowski suggested a provision be included for full disclosure of any individual or other beneficial interest owning five percent or more, as well as lender information. Additionally, any felony convictions must be disclosed at the time of application. Another condition would be $10,000,000 in aggregate insurance coverage adding the Village as an additional insured.

The Commissioners agreed, except Commissioner Goldfein, to delete the word "imperceptible" from the draft language in regards to sound standards. Any business must comply with current federal, state, and Village standards.

Assault weapons would be prohibited, except with prior approval from Lincolnwood's Chief of Police.

The Commissioners asked Mr. Passman to expand the current language restricting only parents or legal guardians to accompany minors. Mr. Passman will also include language prohibiting the use of drugs or alcohol anywhere on the premises.

There was a discussion as to the restrictiveness of the parking requirements. Mr. Cook explained that three spaces per 1,000 square feet of retail space is the Village's current standard. The new parking standard is two spaces per shooting lane. The Commissioners agreed to two spaces per 1,000 square feet of retail space and two spaces per shooting lane.

Motion to Continue to the April 2, 2014 Plan Commission Meeting by Commissioner Fishman, and Seconded by Commissioner Jakubowski.
Aye: Fishman, Jakubowski, Goldfein, Sampen, and Eisterhold
Nay: None
Motion Approved 5-0

VI. Public Hearing: Fence Material Regulations - Zoning Code Text Amendment

(Continued from January 22, 2014, December 4, 2013 & November 6, 2013)

Mr. Cook briefly recapped his findings relative to the durability issue of wood fencing versus PVC fencing. Mr. Cook was unable to find any side-by-side durability comparisons. A major factor in the durability of a fence is the installation. If warranties are considered a factor in the durability of a fence, most PVC fences carry a lifetime warranty and can be transferrable. Wood fencing usually does not come with any material warranties. Staff agreed that this issue comes down to aesthetics. There are pros and cons to natural versus man-made materials. This is a policy decision to be made by the Plan Commission.

V. Public Hearing: Health Club or Private Recreation and Firearms Shooting Ranges– Zoning Code Text Amendment

Mr. Cook stated that much of the information presented to the Plan Commission had been given to the Commission previously. Mr. Cook stated that an update review of regulations in the region for such uses. Mr. Cook stated that most communities to not have adopted regulations. Mr. Cook outlined the items for review.

Commission Fishman stated that the use may be appropriate on some properties along Lincoln Avenue particularly along the west side of the street. Commissioner Fishman stated that he was more interested in the usage of parking areas at other shooting ranges rather than the legislation of shooting ranges. Mr. Cook stated that it is difficult for staff to determine the parking usage at other businesses without hiring and paying for multiple parking studies. Commissioner Fishman stated that staff could contact the police departments of those communities to determine if there are any complaints.

Commissioner Sampen left the meeting at 9:15pm.

The Commission reviewed the three definitions presented by staff for Private Recreation, Health Club, and Firearms Shooting Range. The Commission concurred with establishing the three definitions. The Commission commented and modified the Firearms Shooting Range definition.

Commissioner Jakubowski stated that he would like to see reviews of the operators similar to the recommendations as part of the Group Home text amendment.

Chairman Eisterhold stated that he is in favor of possibly expanding Firearms Shooting Ranges as a Special Use in the commercial and industrial areas. Chairman Eisterhold clarified that all non-residential districts should be considered. Commissioner Jakubowski generally concurred and the Special Use will ensure that the Village can require high quality and safe operations. Commissioner Fishman generally concurred and cited property on Lincoln Avenue that may be in a Business District but is more appropriate for the use than some parcels in the MB District. Commissioner Goldfein disagreed and indicated that Firearms Shooting Ranges in every non-residential district is beyond appropriate.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment.

Mr. Zvie Lieberman explained that at one time there were three shooting ranges in Lincolnwood. Mr. Lieberman stated that there is one currently in the basement of the Police Department. Mr. Lieberman stated that the Village should be open to shooting ranges. Mr. Lieberman indicated that he is not concerned with the public safety or welfare of the community if shooting ranges are permitted. Mr. Lieberman explained that shooting ranges add a large number of police officers to an area. Mr. Lieberman added that permitting the use will add to the tax base of Lincolnwood.

The Plan Commission reviewed the Zoning Map to identify the zoning districts and the appropriateness of Firearms Shooting Ranges in each district.

Commissioner Goldfein left the meeting at 10:00pm.

Commissioner Auerbach wondered if the separation requirement is needed if the use is expanded to all non-residential districts.

The Plan Commission concluded that the use should be treated as a Special Use but there was not a consensus on what districts the use may be located.

Commissioner Jakubowski added that the Commission should review the type of firearm permitted and indicated that he does not believe assault rifles should be permitted. Commission Jakubowski stated that the facility should be of a superior design as well and the performance standards should be increased. Commissioner Jakubowski reiterated his desire for additional information on the ownership and operators similar to the discussion for the group home text amendment. Commissioner Jakubowski added that there should be information and/or requirements for insurance.

Commissioner Jakubowski wondered if the Village can limit access to a shooting range for convicted felons. Mr. Passman stated that it may be a requirement to hold a Firearm Owner Identification card to not have a criminal background. Mr. Passman stated that they will need to review.

The Commission briefly discussed the appropriate off-street parking requirement. The Commission did not have a consensus of the appropriate standard.

Motion to Continue the matter to the February 5, 2013 regularly scheduled meeting by Commissioner Auerbach and Seconded by Commissioner Jakubowski.
Aye: Jakubowski, Auerbach, Fishman, and Eisterhold
Nay: None
Motion Carried 7-0.

VI. Public Hearing: Final Approval Procedure of Planned Unit Development – Zoning Code Text Amendment

Mr. Cook indicated that the Plan Commission during the last discussion on the subject directed staff to research nearby communities for the purposes of determining best practice. Mr. Cook explained that seven of the eight communities surveyed review Final PUD approvals at a public meeting and do not send out public notices.

Chairman Eisterhold questioned how the Village would process a plan submitted for Final PUD that differed substantially from the approved Preliminary PUD plan. Mr. Cook indicated that would be processed as a public hearing in which an amendment to the Preliminary PUD would be sought. Mr. Cook added that the Final PUD process is

Chairman Eisterhold thanked Ms. Armstrong for her assistance and for attending the meeting to discuss.
Motion to Continue the matter to the November 6, 2013 regularly scheduled meeting by Commissioner Goldfein and Seconded by Commissioner Sampen.
Aye: Goldfein, Sampen, Fishman, and Eisterhold
Nay: None
Motion Carried 4-0.

VI. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment (*Continued from July 10, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)*

Motion to Continue the matter to the November 6, 2013 regularly scheduled meeting by Commissioner Sampen and Seconded by Commissioner Goldfein.
Aye: Sampen, Goldfein, Fishman, and Eisterhold
Nay: None
Motion Carried 4-0.

VII. PUBLIC HEARING: Accessory Structures – Zoning Code Text Amendment (*Continued from July 10, 2013, June, 5, 2013, May 1, 2013, March 6, 2013 & February 6, 2013)*

Motion to Continue the matter to the December 4, 2013 regularly scheduled meeting by Commissioner Sampen and Seconded by Commissioner Fishman.
Aye: Sampen, Fishman, Goldfein, and Eisterhold
Nay: None
Motion Carried 4-0.

Commissioner Sampen left the Plan Commission Meeting.

VIII. PUBLIC HEARING: Lincoln Avenue Plan – Amendment to Comprehensive Plan

Chairman Eisterhold stated that the Plan Commission should invite the members of the Lincoln Avenue Task Force who made recommendations in the adopted plan to attend a Plan Commission meeting. Commissioner Goldfein suggested the matter be continued to the October workshop date.

Mr. Cook clarified the staff report relative to the open item of adopting a moratorium on residential development along Lincoln Avenue. Chairman Eisterhold asked if there were any pending residential applications for residential on Lincoln Avenue. Mr. Cook stated that there are no applications in to the Village. Mr. Cook added that moratoriums should not be in place for long periods of time. Commissioner Fishman indicated that he is not in favor of imposing a moratorium. Commissioner Fishman stated a review of the various sites along Lincoln Avenue is appropriate rather than universally prohibiting residential along Lincoln Avenue.

Development Manager Cook explained that the request is to consolidate eleven parcels and combine them into one parcel. The property owners indicated that no work and no improvements will occur on the property, it is simply to consolidate the property. Variations are being sought because the subdivision ordinance treats all requests the same. Mr. Cook explained the subdivision ordinance requires street lights, sidewalks, and other landscaping requirements to be installed. Five technical variations are required; lot shapes, consolidations, landscaping, streetlights, and sidewalks are being sought for relief.

Commissioner Jakubowski explored having the installation of sidewalks in front of the property along Pratt Avenue. However, the parkway trees are too close to the street and property to install proper sidewalks.

Mr. Leo Budzik explained that years ago street lights, and landscaping were installed on the property per the request of the Village. The only reason they are seeking this is to alleviate receiving eleven tax bills and only want to receive one.

Chairman Eisterhold noted that the Trim-Tex building has made many upgrades and modifications to the property and over all made it a very clean campus. All the landscaping is fairly new. They definitely made that area more attractive.

Mr. Leo Budzik indicated this request has no impact on the easements and it will remain the same as it is now.

Mr. Passman explained that they would need approval from the easement holder. The easement is enforced regardless of the lot lines.

Commissioner Goldfein questioned if this would have an impact on the tax bill amounts. Mr. Passman indicated that he was unaware of that happening in this case.

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

Commissioner Yohanna made a motion to approve the Final Plat of Consolidation and five subdivision ordinance variations; lot shapes, consolidations, landscaping, streetlights and sidewalks to consolidate eleven parcels into one lot of record. Seconded by Commissioner Auerbach. Motion carried 7-0.

IV. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment (*Continued from May 1, 2013, March 6, 2013 and February 6, 2013)*
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges, Consideration of Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or

Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses

Development Manager Cook explained that the current definition needs to be clarified. Consideration to modify and/or add certain definitions including but not limited to Health Club or Private Recreation and Firearms Shooting Ranges. The consideration of Firearms Shooting Ranges as a Special Use in the M-B District subject to certain restrictions. Lastly, the addition or modification of off-street parking requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or other similar uses. Staff proposed three new definitions for the commission to consider for Firearms Shooting Range, Health Club and Commercial Recreational Facility.

Chairman Eisterhold noted that the proposed Firearms Shooting Range definition is lacking and needs to have specified what is the principal use. Should add language for recreational, sport, educational or training for proficiency.

Mr. Passman explained to the Commission that the Village Board wants the Plan Commission to formally codify Shooting Ranges.

Commissioner Jakubowski stated that there is no harm in clarifying a definition to create a standard for a Special Use. Define it in broad terms that permits firearms, then during the Special Use the Commission and Village Board can place restrictions. Any establishment process that permits the use of Firearms for any purpose excluding municipalities should be placed in the definition of Special Use.

Mr. Passman suggested that if the Commission wants to see updated text and work with Staff to put it in the right format is a great starting point. Could take input tonight and update the text and bring back to the next discussion.

Commissioner Auerbach stated that the definition should describe the use and not the facility, sound proof should not be included.

Commissioner Fishman explained that all requests should come before the Commission and Village Board for special use approval. Then they can determine how many parking spaces should be, and the special provisions there should be, why does this need to be defined there now. In respect to allowed places within the Village for firearms, only a small part of the Village in the M-B District could even be considered as a location.

Development Manager Cook created a power point presentation specific to parking requirements. With the addition of a separate listed use in the Use Table for Firearms Shooting Ranges, staff recommends the addition of a parking standard for this use. Staff recommended a parking standard for shooting ranges as follows; Two parking spaces per shooting range station plus three spaces per 1,000 square feet of floor space not devoted to indoor shooting range. Should the Plan Commission concur with the separation in the Use Table for “Health Club” and “Commercial Recreation Facility”, staff would also like to review appropriate parking standards for these uses for possible amendment.

Currently, the parking standard for "Health Club or Recreation Facility, Private: is 1 space per 3 persons+ 1 space per /2 full time employees. Note that currently a separate parking standard already exists for bowling alleys is five spaces per lane.

Discussion ensued.

Development Manager Cook had a short presentation on additional conditions. An 800 foot minimum distance between use and park zoned property or residentially zoned property. Performance Standards included; range design must conform to US Department of Energy's Range Design Criteria, dated June 4, 2012 or subsequent editions, range must conform to US Department of Labor Occupational Safety and Health Administration (OSHA) requirements, range must be in conformance with established range and safety plan approved with Chief of Police, security plan approved by Chief of Police, and lead and noise restrictions.

Commissioner Jakubowski wanted to add the phrase "at a minimum". Give Village some flexibility, but have minimum criteria for what we would consider for a Firearms Shooting Range approval.

Mr. Passman agreed. It is good to identity minimums, but with a Special Use you can look at all aspects and leave room for any additional conditions the Village may impose.

Commissioner Yohanna suggested dropping the minimum feet away standard. How low would we consider. Development Manager Cook indicated that our GIS system can give a new map showing 75-100 feet for residential properties, and 250-500 feet for all non-residential and including office.

Discussion ensued.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. Mr. Charles Halevi from 4224 Pratt Avenue. Spoke in favor of allowing Shooting Ranges in Lincolnwood.

Motion was made by Commissioner Yohanna to continue to September 11, 2013. Seconded by Commissioner Sampen. Motion approved 7-0 Aye.

Commissioner Sampen left the Plan Commission Meeting.

V. PUBLIC HEARING: **Appeals of Administrative Order or Zoning Officer – Zoning Code Text Amendment** ***(Continued from May 1, 2013, March 6, 2013, & February 6, 2013)***
Request: Text Amendment to Consider Modification Concerning the Zoning Board of Appeals as the Final Administrative Determination Body for the Village

Development Manager Cook explained that the Village received its first appeal of Zoning Officer consideration of Zoning Board of Appeals Final Administrative Determination

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

V. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment**
(Continued from March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Notice Requirements for Public Hearings

Development Manager Cook explained to the Commission that Staff had checked with surrounding communities and most are in line with our standard of 250 feet. Staff also consulted with Village Attorney's regarding any legal concerns or liability issues with the existing notification requirements. Village Attorney indicated there will be no liability for the Village from applicants or from neighbors in the event greater notification is required for various zoning application. Staff continues to have concerns with the discretionary nature of the notice requirements and recommends an amendment to either eliminate the discretionary notice or, clarify when additional notice is required.

Commissioner Goldfein stated that Commissioner s Yohanna and Jakubowski did not see an issue with this notice requirement for public hearings.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to keep the language the way it is in the Ordinance made by Commissioner Sampen and Seconded by Commissioner Goldfein. Vote 2-2 - Commissioners Sampen and Goldfein Yes, Commissioners Auerbach and Eisterhold Nay. Plan Commission rescinded Motion 4-0, and Motion to Continue to June 5, 2013 4-0.

VI. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to July 10, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

VII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout (*Continued from March 6, 2013 & February 6, 2013)*

VII. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

VIII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout (*Continued from February 6, 2013)*
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

IX. PUBLIC HEARING: **Accessory Structures – Zoning Code Text Amendment**
Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

X. PUBLIC HEARING: Compliance Deadlines for Fences – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Compliance Deadlines Associated with Fence Violations (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XI. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Massage Therapy as Permitted, Special Use, or Prohibited Use in Certain Zoning Districts (*Continued from February 6, 2013*)

Development Manager Cook stated that Massage Therapy is not found in the land use table. Yet, the more specific reference to a preferred use type in the overlay district includes this as a specific land use type. The matter before the Commission is a consideration of Massage Therapy and identifying that if it is a permitted use, special use or a prohibited use based on the Zoning District. In order to be fairly consistent with the

VIII. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment ***(Continued from January 9, 2013)***
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

IX. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment** ***(Continued from January 9, 2013)***
Request: Text Amendment to Review Notice Requirements for Public Hearings
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

X. PUBLIC HEARING: Definitions – Zoning Code Text Amendment ***(Continued from January 9, 2013)***
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not Limited to "Floor Area, Gross; Lot Coverage, and Development Site.
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XI. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

Return to VB Agenda

Agenda Item #4

Staff Report
Plan Commission
April 2, 2014

Continued from February 5, 2014, November 6, 2013, September 11, 2013, July 10, 2013, May 1, 2013, March 6, 2013 & February 6, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Requested action is applicable to the B1, B2, B3, O-1, and M-B Districts.

Requested Action: Text Amendment to Various Sections of the Zoning Ordinance including but not limited to the Definitions Section, Land Use Table, Off-Street Parking Schedule, etc. relative to modifying the definition of Health Club or Private Recreation, Firearms Shooting Ranges.

Nature of Request: Consideration to Modify and/or add certain definitions including but not limited to Health Club or Private Recreation and Firearms Shooting Ranges; Consideration of Firearms Shooting Ranges as a Special Use in the M-B District subject to certain restrictions; and the Addition or Modification of Off-street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses

Petitioner: Village Board

Summary

At the February 5th meeting the Plan Commission made modifications to the draft text amendments as prepared by staff and Village Attorney. Attached are the proposed amendments consistent with the Commission's direction.

For clarification, the draft amendments include modifications to Table 4.01.1. This table includes the following characters (explanation in parenthesis):

- P (Permitted Use)
- S (Special Use)
- - (Prohibted Use)

Previous Action: On November 9, 2012, the Village Board adopted Resolution No R2012-1710, initiating a referral to the Plan Commission for text amendments to the Zoning Ordinance. These proposed text amendments concern Firearms Shooting Ranges

and the existing definition found in the Zoning Ordinance for "Health Clubs and Private Recreation". The purpose of these text amendments is to:

1. Specifically exclude from the definition of "Health Clubs and Private Recreation", Firearms Shooting Ranges, and
2. Establish in the Zoning Ordinance, "Firearms Shooting Ranges" as a Special Use in the M-B Zoning District.

The adopted Village Board Resolution suggests, but does not identify, that other restrictions may be determined to be necessary and desirable in establishing Firearms Shooting Ranges as a Special Use in the M-B Zoning District.

Attachments

1. Draft Zoning Ordinance Text Amendments

DRAFT ZONING ORDINANCE TEXT AMENDMENTS

Firearms Shooting Ranges, Health Clubs, and Recreational Facilities

Section 2.02 Definitions:

Add the following new definitions:

COMMERCIAL RECREATIONAL FACILITY: A privately-owned for-profit commercial facility designed and equipped to provide customary leisure time or recreational activities, such as bowling, swimming, miniature golf, paintball, indoor go-karts, ice skating, tennis, racquetball and similar activities. For purposes of this Ordinance, a Firearms Shooting Range is not a Commercial Recreational Facility.

FIREARMS SHOOTING RANGE: A specialized indoor facility used in whole or in part for the safe shooting practice of firearms (as that term is defined pursuant to the Illinois Firearm Owners Identification Card Act, 430 ILCS 65/0.01 *et seq.*, as may be amended).[1]

HEALTH CLUB: A business establishment which: (i) promotes physical fitness; (ii) contains equipment and gymnasia for body exercising or other facilities intended to improve physical fitness, diet, weight control and/or health; and (iii) is generally utilized by members who pay a periodic fee for facility access and use. For purposes of this Ordinance, a Firearms Shooting Range is not a Health Club.

Delete the following existing definition:

~~**HEALTH CLUB or PRIVATE RECRATION:** A building or portion of a building designed and equipped for the conduct of sports, exercise, leisure time activities, or other customary or usual recreational activities, operated for profit or not for profit and which can be open only to members and guests of the organization or open to the public for a fee.~~

[1] See Appendix for the FOID Act definition of "Firearm".

Table 4.01.1 Permitted and Special Uses in All Zoning Districts:

Use Category	Zoning Districts										
	Residential				Business				Manufacturing/ Business	Public	Standard
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B	P	
COMMERCIAL											
Entertainment and recreation											
~~Health club or recreation facility, private~~	~~-~~	~~-~~	~~-~~	~~-~~	~~S~~	~~P~~	~~P~~	~~S~~	~~S~~	~~-~~	
Commercial Recreational Facility	-	-	-	-	**S**	**P**	**P**	**S**	**S**	-	
Health Club	-	-	-	-	**S**	**P**	**P**	**S**	**S**	-	
	**	**	**	**	**	**	**	**	**	**	
Firearms Shooting Range	-	-	-	-	**S**	**S**	**S**	**S**	**S**	-	**§ 4.08(5)**

Section 4.07 Additional Use Standards for Business and Office Districts:

"4.07. Additional Use Standards for Business and Office Districts:

* * *

(15) Firearms Shooting Ranges. Firearms Shooting Ranges located in any Business or Office District are subject to the standards set forth in Section 4.08(5) of this Zoning Ordinance."

Section 4.08 Additional Use Standards for M-B Light Manufacturing/Business District:

"4.08. Additional Use Standards for M-B - ~~Limited~~ **Light** Manufacturing/Business District:

* * *

(5) Firearms Shooting Ranges.

(a) Restricted Locations. The Village shall not issue a special use permit for a firearms shooting range on any lot that is: (i) less than 250 feet from any lot located in a Residential Zoning District; (ii) less than 250 feet from any lot located in the P Public Open Space - Recreation - Park Zoning District; or (iii) less than one mile from any other existing and operating firearms shooting range. The distance requirements set forth in this Section 4.08(5)(a) are to be measured from lot line to lot line.

(b) Additional application requirements. In addition to the requirements set forth in Article V of this Zoning Ordinance for special use permits, applicants for a special use permit for a firearms shooting range must submit the following additional documents and information:

i. A statement containing the name, address, driver's license number, and telephone number of all officers, directors, partners, managers, and owners of at least five percent of the stock or equitable or beneficial interest of the applicant;

ii. A statement of the structure of ownership and governance of the applicant;

iii. A statement of whether the applicant, or any of the persons identified in the statement required pursuant to Section 4.08(5)(b)(i) of this Zoning Ordinance, have operated or are currently operating any firearms shooting ranges, and if so:

A. The location(s) of those facilities;

B. A statement of whether the operator or any of the persons identified have been cited or found liable by any unit of government for any violations of law in connection with the operation of those facilities; and

C. A statement of whether any license or certification issued for those facilities to the operator or any of the persons identified has been suspended or revoked.

iv. Identification of all monetary lenders and secured creditors of the applicant; and

v. A statement of whether the applicant, or any of the persons identified in the statement required pursuant to Section 4.08(5)(b)(i) of this Ordinance, has ever been convicted of a felony under the laws of the United States or any political subdivision thereof, and if so, the particulars of such conviction.

(c) Design Standards. The Village shall not issue a special use permit for a firearms shooting range that does not satisfy, at a minimum, the following design standards:

i. The range must be designed in conformance with the United States Department of Energy Range Design Criteria dated June 4, 2012, as may be amended;

ii. The range must conform to the requirements of the United States Occupational Safety and Health Administration;

iii. The range must conform with a safety plan approved in advance by the Village Chief of Police, which plan must include, without limitation, specific range safety requirements and safety procedures for employees and customers;

iv. The range, and the lot on which the range is located, must comply with a security plan approved in advance by the Village Chief of Police;

v. Noises generated by the shooting activity on the range must comply with all applicable federal, State, and Village noise laws and regulations; and

vi. The range must comply with all applicable United States Environmental Protection Agency and Illinois Environmental Protection Agency regulations concerning the use and possession of lead.

(d) Insurance Required. The Village shall not issue a special use permit for a firearms shooting range unless the applicant has procured comprehensive general liability and property insurance policies, in minimum amounts of $10,000,000 in aggregate, which policies must name the Village as an additional insured party.

(e) Supervision. At all times during which the firearms shooting range is in operation, the range must be supervised by a Range Safety Officer duly certified by the National Rifle Association.

(f) Assault Weapons Prohibited. No assault weapon, as that term is defined in Section 9-1-2 of the Municipal Code of Lincolnwood, as amended, may be used within any firearms shooting range, except as approved in advanced by the Village Chief of Police for sworn law enforcement officers of the State or any political subdivision thereof.

(g) Minors Prohibited. No person under the age of 18 may be permitted within any firearms shooting range, except when in the custody and control of: (i) his or her parent, grandparent, legal guardian; (ii) a firearms instructor certified pursuant to the Illinois Firearms Concealed Carry Act, 430 ILCS 66/1 *et seq.*; or (iii) another adult age 18 or older with supervisory authority over such person."

(h) Drugs and Alcohol Prohibited. No drugs or alcoholic liquor may be consumed within any firearms shooting range.

(i) FOID Card Required. No person may operate any firearm within any firearms shooting range unless he or she either: (i) is in possession of a Firearm Owner's Identification Card issued by the State of Illinois; or (ii) is participating in a firearms training course under the direction of a firearms instructor certified pursuant to the Illinois Firearms Concealed Carry Act, 430 ILCS 66/1 *et seq.*

Table 7.10.01 Off-street parking schedule:

"**Use Category**	**Required Parking Spaces**
Commercial Uses	
Entertainment and recreation	
Commercial Recreational Facility	**1 space per 3 persons plus 1 space per 2 full-time employees**
Health club ~~or recreation facility, private~~	1 space per 3 persons plus 1 space per 2 full-time employees
Firearms Shooting Range	**2 spaces per shooting range station, plus 2 spaces per 1,000 square feet of floor space not devoted to indoor shooting ranges.**"

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APPENDIX

The FOID Act defines "Firearm" as follows:

"Any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however:

(1) any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels a single globular projectile not exceeding .18 inch in diameter or which has a maximum muzzle velocity of less than 700 feet per second;

(1.1) any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels breakable paint balls containing washable marking colors;

(2) any device used exclusively for signalling or safety and required or recommended by the United States Coast Guard or the Interstate Commerce Commission;

(3) any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial ammunition; and

(4) an antique firearm (other than a machine-gun) which, although designed as a weapon, the Department of State Police finds by reason of the date of its manufacture, value, design, and other characteristics is primarily a collector's item and is not likely to be used as a weapon."

Agenda Item #5

Staff Report
Plan Commission
February 5, 2014
Continued from November 6, 2013, September 11, 2013, July 10, 2013, May 1, 2013, March 6, 2013 & February 6, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Requested action is applicable to the B1, B2, B3, O-1, and M-B Districts.

Requested Action: Text Amendment to Various Sections of the Zoning Ordinance including but not limited to the Definitions Section, Land Use Table, Off-Street Parking Schedule, etc. relative to modifying the definition of Health Club or Private Recreation, Firearms Shooting Ranges.

Nature of Request: Consideration to Modify and/or add certain definitions including but not limited to Health Club or Private Recreation and Firearms Shooting Ranges; Consideration of Firearms Shooting Ranges as a Special Use in the M-B District subject to certain restrictions; and the Addition or Modification of Off-street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses

Petitioner: Village Board

Summary

At the November 6, 2013 Plan Commission meeting, the Commission reviewed the initial draft text amendments as prepared by staff and other related items for discussion relative to text amendments concerning firearms shooting ranges. At this meeting the Plan Commission gave general direction to the Village Attorney to prepare for review more detailed draft language based on the discussion at the November 6th meeting.

The Plan Commission items for discussion include but are not limited to: 1) modification of the definition of "Firearms Shooting Range" and other definitions as needed, 2) consideration of appropriate off-street parking standards; and 3) consideration of additional standards.

Previous Action: On November 9, 2012, the Village Board adopted Resolution No R2012-1710, initiating a referral to the Plan Commission for text amendments to the Zoning Ordinance. These proposed text amendments concern Firearms Shooting Ranges

and the existing definition found in the Zoning Ordinance for "Health Clubs and Private Recreation". The purpose of these text amendments is to:

1. Specifically exclude from the definition of "Health Clubs and Private Recreation", Firearms Shooting Ranges, and
2. Establish in the Zoning Ordinance, "Firearms Shooting Ranges" as a Special Use in the M-B Zoning District.

The adopted Village Board Resolution suggests, but does not identify, that other restrictions may be determined to be necessary and desirable in establishing Firearms Shooting Ranges as a Special Use in the M-B Zoning District.

Attachments

1. Draft Zoning Ordinance Text Amendments
2. Separation Maps
    a. Distance Map from Residential Property
    b. Distance Map from Park Property
3. Resolution No. R2012-1710

DRAFT ZONING ORDINANCE TEXT AMENDMENTS

Firearms Shooting Ranges, Health Clubs, and Recreational Facilities

Section 2.02 Definitions:

Add the following new definitions:

COMMERCIAL RECREATIONAL FACILITY: A privately-owned for-profit commercial facility designed and equipped to provide customary leisure time or recreational activities, such as bowling, swimming, miniature golf, paintball, indoor go-karts, ice skating, tennis, racquetball and similar activities. For purposes of this Ordinance, a Firearms Shooting Range is not a Commercial Recreational Facility.

FIREARMS SHOOTING RANGE: A specialized indoor facility used in whole or in part for the safe shooting practice of firearms (as that term is defined pursuant to the Illinois Firearm Owners Identification Card Act, 430 ILCS 65/0.01 *et seq.*, as may be amended).[1]

HEALTH CLUB: A business establishment which: (i) promotes physical fitness; (ii) contains equipment and gymnasia for body exercising or other facilities intended to improve physical fitness, diet, weight control and/or health; and (iii) is generally utilized by members who pay a periodic fee for facility access and use. For purposes of this Ordinance, a Firearms Shooting Range is not a Health Club.

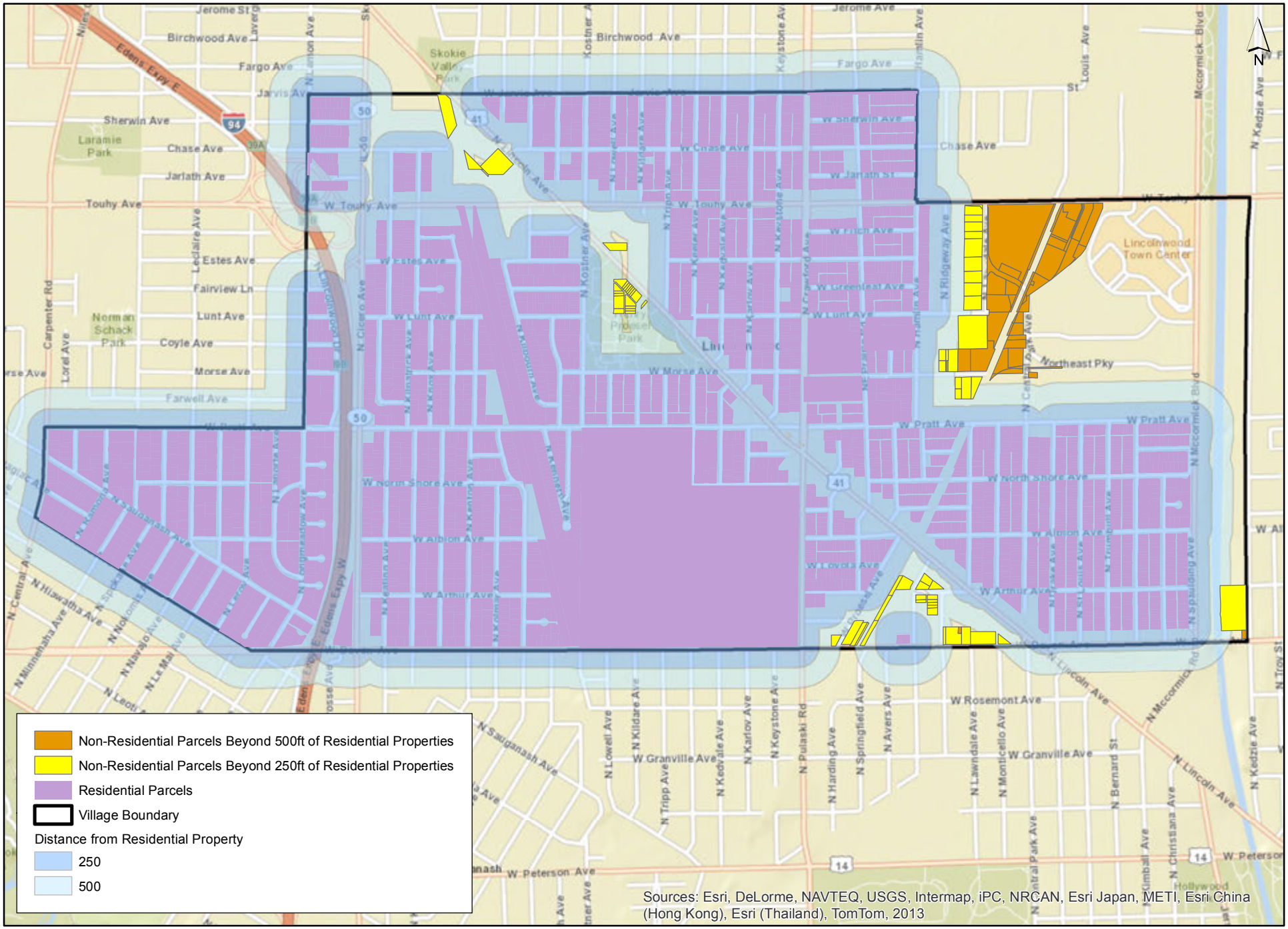
Delete the following existing definition:

~~**HEALTH CLUB or PRIVATE RECRATION:** A building or portion of a building designed and equipped for the conduct of sports, exercise, leisure time activities, or other customary or usual recreational activities, operated for profit or not for profit and which can be open only to members and guests of the organization or open to the public for a fee.~~

[1] See Appendix for the FOID Act definition of "Firearm".

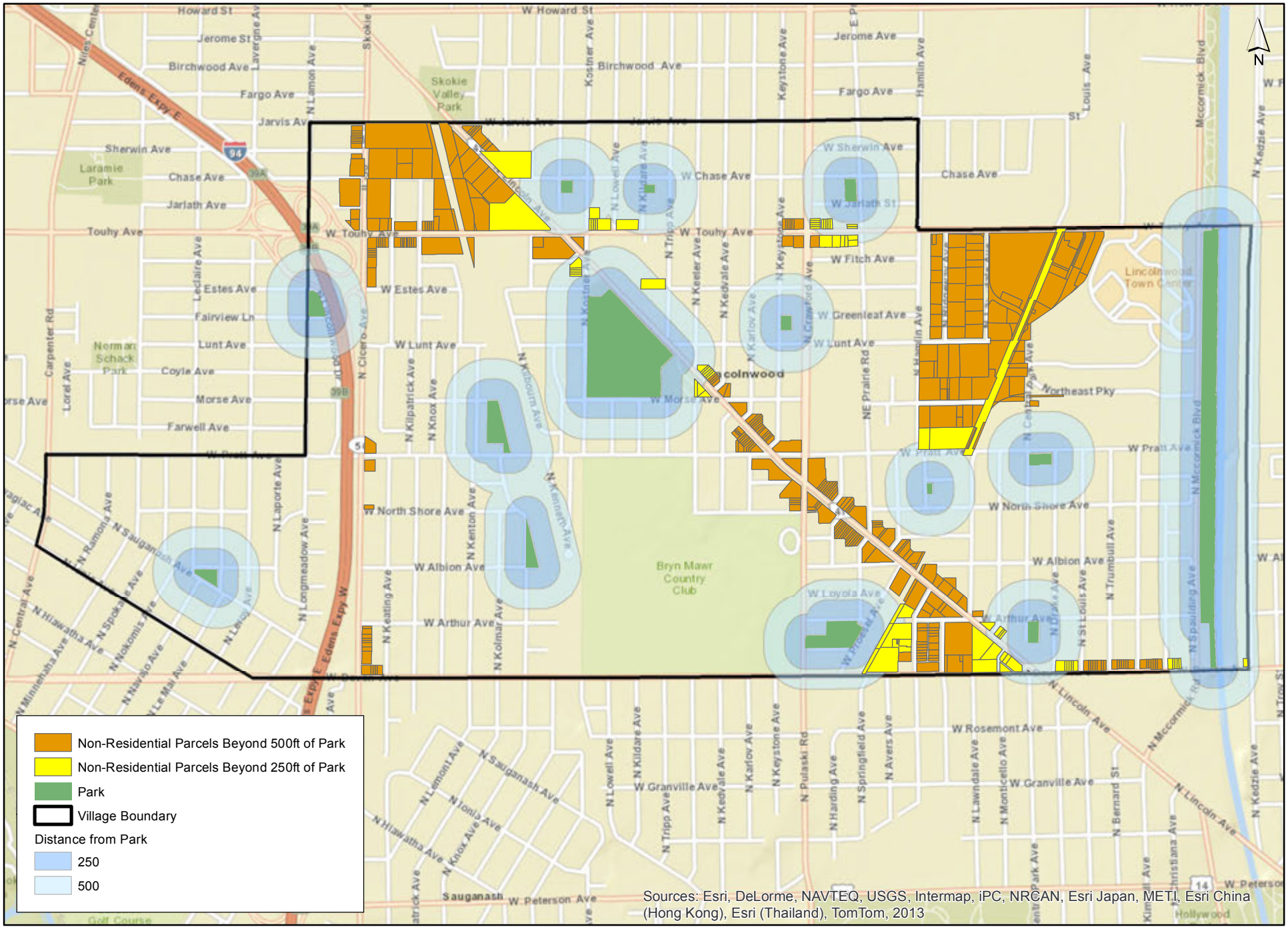
Return to VB Agenda

Firearms Ordinance Review



Return to VB Agenda

Firearms Ordinance Review



VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2012-1710

A RESOLUTION INITIATING AND REFERRING TO THE PLAN COMMISSION A PROPOSED ZONING ORDINANCE AMENDMENT REGARDING FIREARMS SHOOTING RANGES AND THE DEFINITION OF "HEALTH CLUBS AND PRIVATE RECREATION"

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

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

WHEREAS, Section 2.02 of "The Village of Lincolnwood Zoning Ordinance," as amended ("***Zoning Ordinance***"), defines "Health Club or Private Recreation" as "A building or portion of a building designed and equipped for the conduct of sports, exercise, leisure time activities, or other customary or usual recreational activities, operated for profit or not-for-profit and which can be open only to members and guests of the organization or open to the public for a fee."; and

WHEREAS, The Zoning Ordinance allows health clubs and private recreation facilities as a permitted use in the B-2 and B-3 Districts of the Village, and as a special use in the B-1, O-1, and M-B Districts of the Village; and

WHEREAS, the Village Staff has historically and consistently interpreted the term "Health Club or Private Recreation" to exclude firearms shooting ranges; and

WHEREAS, the Village Board of Trustees concurs with the interpretation by Village Staff of the term "Health Club or Private Recreation"; and

WHEREAS, in connection with a recently withdrawn application for zoning relief for the operation of a firearms shooting range, the Village Board had the occasion to consider the issue of shooting ranges, and the appropriate location and zoning of such uses in the Village, and determined that further deliberation and action on this issue is necessary; and

WHEREAS, the Village Board now desires to initiate an amendment to the Zoning Ordinance to: (i) formally codify the Village's determination that "Health Club or Private Recreation" excludes firearms shooting ranges; and (ii) establish that firearms shooting ranges may be allowed as a special use in the M-B District of the Village, subject to distance, location, and other restrictions that may be determined to be necessary and desirable during the public hearing, report and recommendation process (collectively, the ***"Proposed Amendment"***); and

WHEREAS, pursuant to Sections 5.16(2) and (3) of the Zoning Ordinance, the Village Board has determined that it is appropriate and in the best interest of the Village to initiate the Proposed Amendment and forward it to the Plan Commission for a public hearing and a report and recommendation back to the Village Board;

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. INITIATION AND REFERRAL OF PROPOSED AMENDMENT TO PLAN COMMISSION. Pursuant to Sections 5.16(2) and (3) of the Zoning Ordinance, the Village Board shall, and does hereby, initiate the Proposed Amendment and refer it to the Plan Commission for a public hearing and a report and recommendation back to the Village Board.

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

PASSED this 9th day of November, 2012.

AYES: Trustees Patel, Swanson, Heidtke, Elster,Sprogis-Marohn

NAYS: None

ABSENT: Leftakes

ABSTENTION: None

APPROVED by me this 9th day of November, 2012.

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

ATTESTED and FILED in my office this
9th day of November, 2012

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

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Agenda Item #5

Staff Report
Plan Commission
November 6, 2013
Continued from September 11, 2013, July 10, 2013, May 1, 2013, March 6, 2013 & February 6, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Requested action is applicable to the B1, B2, B3, O-1, and M-B Districts.

Requested Action: Text Amendment to Various Sections of the Zoning Ordinance including but not limited to the Definitions Section, Land Use Table, Off-Street Parking Schedule, etc. relative to modifying the definition of Health Club or Private Recreation, Firearms Shooting Ranges.

Nature of Request: Consideration to Modify and/or add certain definitions including but not limited to Health Club or Private Recreation and Firearms Shooting Ranges; Consideration of Firearms Shooting Ranges as a Special Use in the M-B District subject to certain restrictions; and the Addition or Modification of Off-street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses

Petitioner: Village Board

Summary

Since the September 11, 2013 Plan Commission meeting staff has been able to research use and parking standards within the region relative to firearms shooting ranges. Attached to the staff summary is a memorandum prepared by Ryan Johnson, Community Development Department Intern.

Items for discussion from the July 10, 2013 meeting include but are not limited to: 1) modification of the definition of "Firearms Shooting Range", 2) consideration of appropriate off-street parking standards; and 3) consideration of additional standards.

Note: Below is the summary provided at the July 10, 2013, May 1, 2013, March 6, 2013 and February 6, 2013 Plan Commission meeting. This matter was continued.

On November 9, 2012, the Village Board adopted Resolution No R2012-1710, initiating a referral to the Plan Commission for text amendments to the Zoning Ordinance. These

proposed text amendments concern Firearms Shooting Ranges and the existing definition found in the Zoning Ordinance for "Health Clubs and Private Recreation". The purpose of these text amendments is to:

1. Specifically exclude from the definition of "Health Clubs and Private Recreation", Firearms Shooting Ranges, and
2. Establish in the Zoning Ordinance, "Firearms Shooting Ranges" as a Special Use in the M-B Zoning District.

The adopted Village Board Resolution suggests, but does not identify, that other restrictions may be determined to be necessary and desirable in establishing Firearms Shooting Ranges as a Special Use in the M-B Zoning District.

Definitions

Currently, within the Zoning Ordinance the pertinent definition reads:

> **HEALTH CLUB or PRIVATE RECREATION**
> A building or portion of a building designed and equipped for the conduct of sports, exercise, leisure time activities, or other customary or usual recreational activities, operated for profit or not-for-profit and which can be open only to members and guests of the organization or open to the public for a fee.

For public hearing consideration, staff suggests that this definition be broken down into three separate definitions as follows:

> **Firearms Shooting Range**: A specialized indoor soundproof facility, supervised by a Range Safety Officer and designed for the safe shooting practice of firearms, such as handguns and rifles.
>
> **Health Club:** A business establishment which promotes physical fitness and which contains equipment for body exercising or other facilities intended to improve physical fitness, diet, weight control and/or health and which is generally utilized by members who pay a periodic fee for facility access and use.
>
> **Commercial Recreational Facility**: A privately owned for-profit commercial facility designed and equipped to provide customary leisure time or recreational activities, such as bowling, swimming, miniature golf, ice skating, tennis, racquetball and like activities.

If the Plan Commission concurs with this definitional breakdown, staff would further recommend that both "Health Club" and "Commercial Recreational Facility" be added to the Use table in the Zoning Ordinance to replace the current listing for "Health Club and Private Recreation" and that this definition be eliminated altogether from the Ordinance.

Parking Standards

With the addition of a separate listed use in the Use Table for Firearms Shooting Ranges, staff recommends the addition of a parking standard for this use. Previously, based on research, staff recommended a parking standard for shooting ranges as follows:

> 2 parking spaces per shooting range station plus 3 spaces per 1,000 square feet of floor space not devoted to indoor shooting range.

Should the Plan Commission concur with the separation in the Use Table for "Health Club" and "Commercial Recreation Facility", staff would also like to review appropriate parking standards for these uses for possible amendment. Currently, the parking standard for "Health club or recreation facility, private" is 1 space per 3 persons+ 1 space per /2 full time employees. Staff notes that currently a separate parking standard already exists for bowling alleys (5 spaces per lane).

Firearms Shooting Range Use

The Village Board initiated text amendment proposes that Firearms Shooting Ranges be allowed in the M-B District as a Special Use. Last June, as part of the Shore consideration, a proposed text amendment was presented for Firearms Dealers as a Special Use in the M-B District. This proposal also included:

> an 800 foot minimum distance requirement from any "P" Park zoned property or, any "R" Residentially zoned property

The effect of enacting a similar 800 foot minimum distance for Firearms Shooting Ranges from "P" or "R" zoned property would be a significant reduction in the area of the M-B zone in which a shooting range could be located (see attached map). Staff believes that this additional locational restriction within the M-B District has merit for Firearms Shooting Ranges and suggests its consideration as part of these text amendments.

Staff notes that this proposal for an 800 foot minimum distance from R or P zoned property is just that, a minimum distance from property which is *zoned* for Park or Residential use, rather than from how a property might be actually used. This distinction is made since previously some in the community mistook the minimum distance proposal from P zoned property as meaning a required minimum distance from any type of park or open space, such as the proposed bike trail (which is not zoned P). Staff recommends using Zoning Districts and the Village Zoning Map for determining any minimum distance, since this is very objective.

In addition to considering this minimum distance requirement, staff suggests that performance standards for Shooting Ranges be considered for this use. Surprisingly, while there is an estimated 16,000-18,000 indoor shooting ranges in operation in the United States; staff has found few local requirements for them. In reviewing the literature on shooting range uses, the following four areas appear to represent the areas of greatest concern with this use:

1. Customer/Employee Safety
2. Health concerns (lead exposure)
3. Property/Business Security Plan
4. Noise concerns

To respond to these areas of concern, staff recommends that the following Performance Standards for Firearms Shooting Ranges be considered for inclusion in the Zoning Ordinance:

1. Range design must conform to US Department of Energy's Range Design Criteria, dated June 4, 2012 or subsequent editions.
2. Range must conform to US Department of Labor Occupational Safety and Health Administration (OSHA) requirements
3. Range must be in conformance with an established and Police Chief approved Range Safety Plan, which shall specify range safety requirements and procedures for customers and workers.
4. Range must be in compliance with a Police Chief approved Security Plan for the business and property.
5. Range must comply with any and all applicable US or Illinois Environmental Protection Agency requirements concerning lead and noise
6. Range must comply with Village noise restrictions.

Attached is the US Department of Energy Range Design Criteria as well as a recent ordinance which regulates shooting ranges in Richland Township Pennsylvania. To provide additional background, also attached is an August 2012 memorandum prepared by the City of Urbana Illinois concerning a proposed text amendment in that city concerning firearms dealers and shooting ranges.

Attachments

1. Shooting Range Parking Requirements - Memorandum
2. Resolution No. R2012-1710
3. Map- M-B Parcels not within 800 feet of P or R Zoned Property
4. Department of Energy Range Design Criteria
5. Richland Township Shooting Range Ordinance
6. City of Urbana August 2012 Text Amendment Memo

MEMORANDUM

To: Tim Clarke, AICP, Community Development Director

Cc: Aaron N. Cook, AICP, Community Development Manager

From: Ryan N. Johnson, Community Development Intern, with information from former Intern Andrea Litzhoff's August 17, 2012 Memorandum on Local Shooting Range Regulations

Date: October 18, 2013

Re: Shooting Range Parking Requirements

Introduction

Staff was tasked with gathering common off-street parking requirements for indoor shooting ranges including accessory retail of firearm products. Staff sourced established parking studies for parking information. Pertinent information from surrounding communities was less readily available. Shooting ranges and retail firearms sales are not a common use in Chicagoland, and many shooting ranges have been "grandfathered" in their present locations. Therefore there are few direct examples of parking requirements to cite within the local area.

Des Plaines

On July 16, 2012, Des Plaines approved an ordinance granting Maxon Shooters a conditional use permit to relocate and expand its business within a manufacturing district. Des Plaines placed these conditions, among others, on Maxon Shooters:

- Applicant must submit a landscape plan with areas of new and constructed parking lot.
- Applicant must improve the parking lot and interior landscaping in new and reconstructed areas and a sidewalk for pedestrians.
- All parking areas shall be surfaced and striped to meet building code hard surface requirements.

This facility includes a retail sales area, two classrooms and two shooting ranges. There are 18 shooting positions. The building totals 14,760 square feet. There are 59 parking spaces on the proposed site plan. Based on these figures the staff concludes there are:

- 4.00 parking spaces per 1,000 square feet of building space

- 3.28 parking spaces per shooting position

Lombard
Article II is a firearms dealer and shooting range open to the public located in Lombard. Per local ordinance it is considered a "Shooting Gallery & Range, Indoor (with ancillary retail sales of associated product)." Staff located the conditional use ordinance for Article II shooting range in Lombard. Article II shooting range must maintain the following conditions to stay compliant to the ordinance:

- Maximum occupancy must be the lesser of: 103 persons or, as determined by building code
- Provide a minimum of 6 employee parking spaces

This facility has a total of 32 shooting positions. There are approximately 41 off-street parking spaces available, based upon visual inspection. There are therefore approximately:

- 1.28 parking spaces per shooting position

Staff also gathered information from the Institute of Transportation Engineers informational report *Parking Generation*, 4th edition. This guide provides studies on various parking situations including retail, office and industrial. There were no studies directly related to shooting ranges or firearm sales. Staff found businesses with similar square footage uses for comparison.

Bowling alleys, suburban
Bowling alleys have linear stretches of space not intended for foot traffic, relating to shooting ranges. These are the results of studies of peak parking demand at 13 sites throughout the United States:

- 4.00 vehicles per bowling lane, non-Friday Weekday. Peak period: 7-8pm.
- 5.02 vehicles per bowling lane, on a Friday. Peak period: 7-8pm.
- 3.47 vehicles per bowling lane, on a Saturday (one study). Peak period: 11pm-12am.

Bowling alleys, urban:

- 3.13 vehicles per bowling lane, average demand on non-Friday Weekday. Peak period was 7-10pm.

There are important considerations when comparing bowling alleys with shooting ranges:

- Number of individuals at each bowling lane
- The extent of ancillary activities at a bowling alley (billiards, lounge, etc.)
- Traffic increase during the transition between activities (such as bowling leagues)

Health/Fitness Club

These are categorized as privately owned and "focus on individual fitness or training." The parking for these studies is based on the average demand during peak periods, based on building square footage. These studies were conducted at 16 sites.

- 5.27 vehicles per 1,000 sq. ft. GFA; on a Weekday. Peak period 6-7pm.
- 2.89 vehicles per 1,000 sq. ft. GFA; on a Saturday. Peak period 9am-12pm and 7-8pm.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2012-1710

A RESOLUTION INITIATING AND REFERRING TO THE PLAN COMMISSION A PROPOSED ZONING ORDINANCE AMENDMENT REGARDING FIREARMS SHOOTING RANGES AND THE DEFINITION OF "HEALTH CLUBS AND PRIVATE RECREATION"

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

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

WHEREAS, Section 2.02 of "The Village of Lincolnwood Zoning Ordinance," as amended ("***Zoning Ordinance***"), defines "Health Club or Private Recreation" as "A building or portion of a building designed and equipped for the conduct of sports, exercise, leisure time activities, or other customary or usual recreational activities, operated for profit or not-for-profit and which can be open only to members and guests of the organization or open to the public for a fee."; and

WHEREAS, The Zoning Ordinance allows health clubs and private recreation facilities as a permitted use in the B-2 and B-3 Districts of the Village, and as a special use in the B-1, O-1, and M-B Districts of the Village; and

WHEREAS, the Village Staff has historically and consistently interpreted the term "Health Club or Private Recreation" to exclude firearms shooting ranges; and

WHEREAS, the Village Board of Trustees concurs with the interpretation by Village Staff of the term "Health Club or Private Recreation"; and

WHEREAS, in connection with a recently withdrawn application for zoning relief for the operation of a firearms shooting range, the Village Board had the occasion to consider the issue of shooting ranges, and the appropriate location and zoning of such uses in the Village, and determined that further deliberation and action on this issue is necessary; and

WHEREAS, the Village Board now desires to initiate an amendment to the Zoning Ordinance to: (i) formally codify the Village's determination that "Health Club or Private Recreation" excludes firearms shooting ranges; and (ii) establish that firearms shooting ranges may be allowed as a special use in the M-B District of the Village, subject to distance, location, and other restrictions that may be determined to be necessary and desirable during the public hearing, report and recommendation process (collectively, the ***"Proposed Amendment"***); and

WHEREAS, pursuant to Sections 5.16(2) and (3) of the Zoning Ordinance, the Village Board has determined that it is appropriate and in the best interest of the Village to initiate the Proposed Amendment and forward it to the Plan Commission for a public hearing and a report and recommendation back to the Village Board;

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. INITIATION AND REFERRAL OF PROPOSED AMENDMENT TO PLAN COMMISSION. Pursuant to Sections 5.16(2) and (3) of the Zoning Ordinance, the Village Board shall, and does hereby, initiate the Proposed Amendment and refer it to the Plan Commission for a public hearing and a report and recommendation back to the Village Board.

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

PASSED this 9th day of November, 2012.

AYES: Trustees Patel, Swanson, Heidtke, Elster,Sprogis-Marohn

NAYS: None

ABSENT: Leftakes

ABSTENTION: None

APPROVED by me this 9th day of November, 2012.

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

ATTESTED and FILED in my office this
9th day of November, 2012

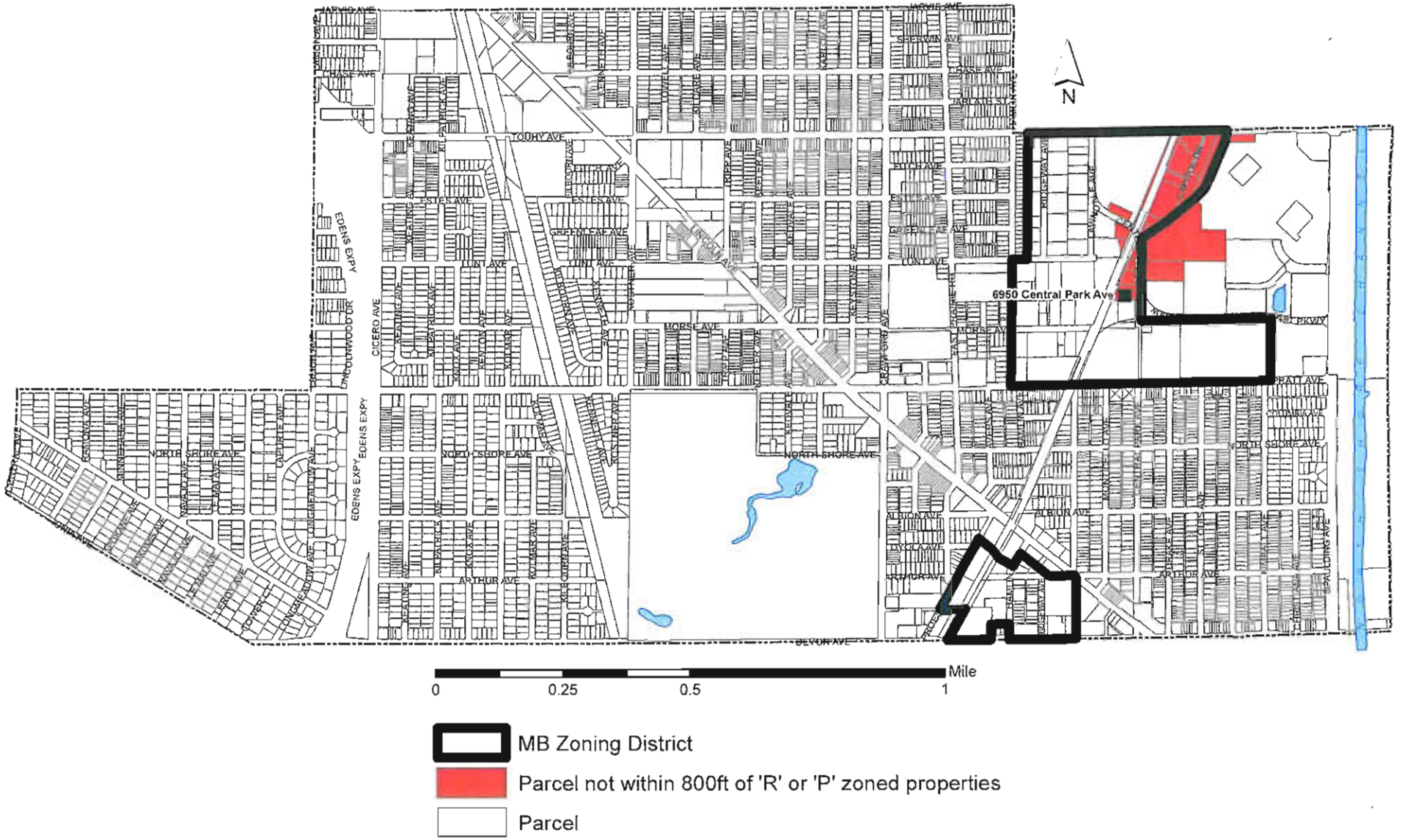
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

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Firearms Ordinance Review

Parcels Not Within 800ft of 'R' or 'P' Zoned Properties

n to VB Agenda



Agenda Item #5

Staff Report
Plan Commission
July 10, 2013
Continued from May 1, 2013, March 6, 2013 & February 6, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Requested action is applicable to the B1, B2, B3, O-1, and M-B Districts.

Requested Action: Text Amendment to Various Sections of the Zoning Ordinance including but not limited to the Definitions Section, Land Use Table, Off-Street Parking Schedule, etc. relative to modifying the definition of Health Club or Private Recreation, Firearms Shooting Ranges.

Nature of Request: Consideration to Modify and/or add certain definitions including but not limited to Health Club or Private Recreation and Firearms Shooting Ranges; Consideration of Firearms Shooting Ranges as a Special Use in the M-B District subject to certain restrictions; and the Addition or Modification of Off-street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses

Petitioner: Village Board

Summary

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

On November 9, 2012, the Village Board adopted Resolution No R2012-1710, initiating a referral to the Plan Commission for text amendments to the Zoning Ordinance. These proposed text amendments concern Firearms Shooting Ranges and the existing definition found in the Zoning Ordinance for "Health Clubs and Private Recreation". The purpose of these text amendments is to:

1. Specifically exclude from the definition of "Health Clubs and Private Recreation", Firearms Shooting Ranges, and
2. Establish in the Zoning Ordinance, "Firearms Shooting Ranges" as a Special Use in the M-B Zoning District.

The adopted Village Board Resolution suggests, but does not identify, that other restrictions may be determined to be necessary and desirable in establishing Firearms Shooting Ranges as a Special Use in the M-B Zoning District.

Definitions

Currently, within the Zoning Ordinance the pertinent definition reads:

> **HEALTH CLUB or PRIVATE RECREATION**
> A building or portion of a building designed and equipped for the conduct of sports, exercise, leisure time activities, or other customary or usual recreational activities, operated for profit or not-for-profit and which can be open only to members and guests of the organization or open to the public for a fee.

For public hearing consideration, staff suggests that this definition be broken down into three separate definitions as follows:

> **Firearms Shooting Range**: A specialized indoor soundproof facility, supervised by a Range Safety Officer and designed for the safe shooting practice of firearms, such as handguns and rifles.
>
> **Health Club:** A business establishment which promotes physical fitness and which contains equipment for body exercising or other facilities intended to improve physical fitness, diet, weight control and/or health and which is generally utilized by members who pay a periodic fee for facility access and use.
>
> **Commercial Recreational Facility**: A privately owned for-profit commercial facility designed and equipped to provide customary leisure time or recreational activities, such as bowling, swimming, miniature golf, ice skating, tennis, racquetball and like activities.

If the Plan Commission concurs with this definitional breakdown, staff would further recommend that both "Health Club" and "Commercial Recreational Facility" be added to the Use table in the Zoning Ordinance to replace the current listing for "Health Club and Private Recreation" and that this definition be eliminated altogether from the Ordinance.

Parking Standards

With the addition of a separate listed use in the Use Table for Firearms Shooting Ranges, staff recommends the addition of a parking standard for this use. Previously, based on research, staff recommended a parking standard for shooting ranges as follows:

> 2 parking spaces per shooting range station plus 3 spaces per 1,000 square feet of floor space not devoted to indoor shooting range.

Should the Plan Commission concur with the separation in the Use Table for "Health Club" and "Commercial Recreation Facility", staff would also like to review appropriate parking standards for these uses for possible amendment. Currently, the parking standard for "Health club or recreation facility, private" is 1 space per 3 persons+ 1 space per /2 full time employees. Staff notes that currently a separate parking standard already exists for bowling alleys (5 spaces per lane).

Firearms Shooting Range Use

The Village Board initiated text amendment proposes that Firearms Shooting Ranges be allowed in the M-B District as a Special Use. Last June, as part of the Shore

consideration, a proposed text amendment was presented for Firearms Dealers as a Special Use in the M-B District. This proposal also included:

> an 800 foot minimum distance requirement from any "P" Park zoned property or, any "R" Residentially zoned property

The effect of enacting a similar 800 foot minimum distance for Firearms Shooting Ranges from "P" or "R" zoned property would be a significant reduction in the area of the M-B zone in which a shooting range could be located (see attached map). Staff believes that this additional locational restriction within the M-B District has merit for Firearms Shooting Ranges and suggests its consideration as part of these text amendments.

Staff notes that this proposal for an 800 foot minimum distance from R or P zoned property is just that, a minimum distance from property which is *zoned* for Park or Residential use, rather than from how a property might be actually used. This distinction is made since previously some in the community mistook the minimum distance proposal from P zoned property as meaning a required minimum distance from any type of park or open space, such as the proposed bike trail (which is not zoned P). Staff recommends using Zoning Districts and the Village Zoning Map for determining any minimum distance, since this is very objective.

In addition to considering this minimum distance requirement, staff suggests that performance standards for Shooting Ranges be considered for this use. Surprisingly, while there is an estimated 16,000-18,000 indoor shooting ranges in operation in the United States; staff has found few local requirements for them. In reviewing the literature on shooting range uses, the following four areas appear to represent the areas of greatest concern with this use:

1. Customer/Employee Safety
2. Health concerns (lead exposure)
3. Property/Business Security Plan
4. Noise concerns

To respond to these areas of concern, staff recommends that the following Performance Standards for Firearms Shooting Ranges be considered for inclusion in the Zoning Ordinance:

1. Range design must conform to US Department of Energy's Range Design Criteria, dated June 4, 2012 or subsequent editions.
2. Range must conform to US Department of Labor Occupational Safety and Health Administration (OSHA) requirements
3. Range must be in conformance with an established and Police Chief approved Range Safety Plan, which shall specify range safety requirements and procedures for customers and workers.
4. Range must be in compliance with a Police Chief approved Security Plan for the business and property.

5. Range must comply with any and all applicable US or Illinois Environmental Protection Agency requirements concerning lead and noise
6. Range must comply with Village noise restrictions.

Attached is the US Department of Energy Range Design Criteria as well as a recent ordinance which regulates shooting ranges in Richland Township Pennsylvania. To provide additional background, also attached is an August 2012 memorandum prepared by the City of Urbana Illinois concerning a proposed text amendment in that city concerning firearms dealers and shooting ranges.

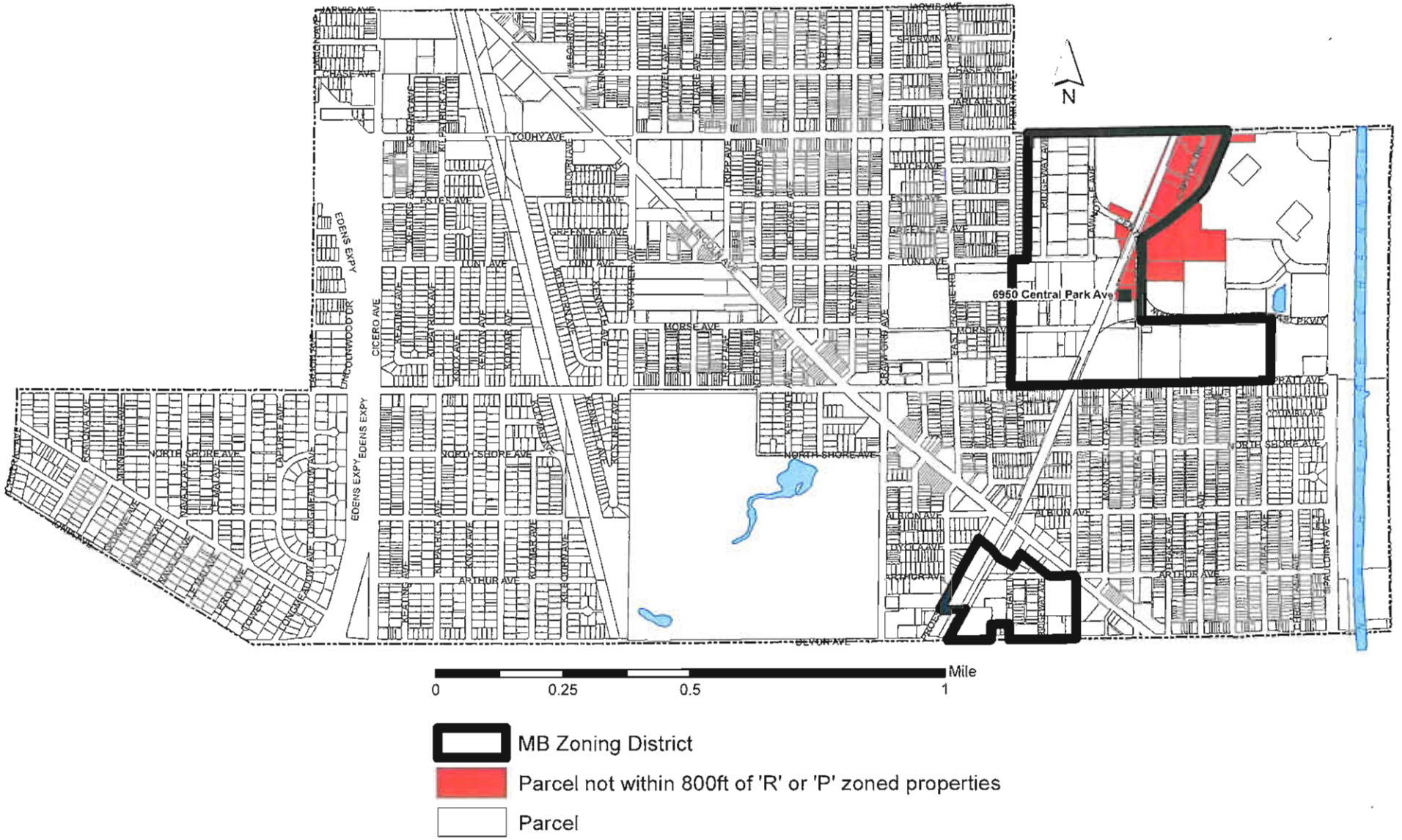
Attachments

1. Map- M-B Parcels not within 800 feet of P or R Zoned Property
2. Department of Energy Range Design Criteria
3. Richland Township Shooting Range Ordinance
4. City of Urbana August 2012 Text Amendment Memo

Firearms Ordinance Review

Parcels Not Within 800ft of 'R' or 'P' Zoned Properties

n to VB Agenda



RANGE DESIGN CRITERIA



U.S. DEPARTMENT OF ENERGY
Office of Health, Safety and Security

AVAILABLE ONLINE AT:
http://www.hss.energy.gov

INITIATED BY:
Office of Health, Safety and Security

Notices

This document is intended for the exclusive use of elements of the Department of Energy (DOE), to include the National Nuclear Security Administration, their contractors, and other government agencies/individuals authorized to use DOE facilities. DOE disclaims any and all liability for personal injury or property damage due to use of this document in any context by any organization, group, or individual, other than during official government activities.

Local DOE management is responsible for the proper execution of firearms-related programs for DOE entities. Implementation of this document's provisions constitutes only one segment of a comprehensive firearms safety, training, and qualification program designed to ensure that armed DOE protective force personnel are able to discharge their duties safely, effectively, and professionally. Because firearms-related activities are inherently dangerous, proper use of any equipment, procedures, or techniques etc., identified herein can only reduce, not entirely eliminate, all risk. A complete safety analysis that accounts for all conditions associated with intended applications is required prior to the contents of this document being put into practice.

CERTIFICATION

This document contains the currently-approved firearms "Range Design Criteria" referred to in DOE O 473.3, *Protection Program Operations*.

Larry D. Wilcher
Director
Office of Security
Office of Health, Safety and Security

6/4/2012
Date

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RANGE DESIGN CRITERIA

1. PURPOSE. This document contains design criteria for U.S. Department of Energy (DOE) live-fire ranges for use in planning new facilities and major rehabilitation of existing facilities. This document will be approved and maintained by the Office of Security, Office of Health, Safety and Security (HSS) as a stand-alone document on the HSS website: http://www.hss.doe.gov/SecPolicy/pfs.html.

2. PLANNING FACTORS. All applicable local, State, Federal, U.S. Environmental Protection Agency, Occupational Health and Safety Administration (OSHA), and National Environmental Policy Act requirements should be addressed and be reviewed annually (at least every 12 months) by the site to incorporate any requirements and/or changes that occur.

3. PLANNING OVERVIEW.

   a. General Considerations.

      (1) Live-fire range design should: (a) promote safe, efficient operation; (b) include provisions for ease of maintenance; and (c) be affordable to construct and maintain.

      (2) Live-fire ranges should be designed to prevent injury to personnel and to prevent property damage outside the range from misdirected or accidental firing and ricochets. They should also be designed to direct ricochets away from the firing line inside the range.

      (3) An open range may be established provided that enough distance and land area available to allow for surface danger zones (SDZs) appropriate for the weapons to be used. Lack of SDZs may require baffled ranges. Extreme weather conditions may necessitate indoor ranges.

   b. Type of Range.

      (1) Range requirements should be considered when determining the type and size of the range and the material to be used.

      (2) The range should be suitable for training and qualifications for all courses of fire used on the site as set forth in the HSS-approved Firearms Qualification Courses.

      (3) The range should be designed for shooting day and reduced-lighting DOE firearms courses, moving targets, multiple targets, and advanced shooting courses/activities (e.g., shooting at steel targets) that may be required by the site.

(4) When determining whether the facility will be an indoor, open outdoor, partially baffled, or fully baffled range, the decision-making process should include site weather conditions, available land, available funding, and environmental, safety, and health considerations. The following additional factors should be considered.

(a) How many shooters must be accommodated?

(b) Will emphasis be on training or competitive activities?

(c) What types of firearms and range of ammunition will be used? (See Table 1.)

(d) Will the facility be used exclusively by DOE or will it be open to other organizations?

(e) What special uses will be made of the facility; e.g., advanced training, special weapons, or explosives?

(f) What lighting will be required, and what lighting is desired?

(g) What administrative space will be needed?

(h) What types of target mechanisms will be used?

(i) Will spectator safety areas be needed?

(j) What types of acoustics will be needed?

(k) How will lead contamination be controlled?

(l) Where will bullet traps be needed?

(m) Where will firearms cleaning and maintenance be performed?

c. Site Selection Preparation. The site selected should accommodate the required facility. It should meet acceptable standards for safety and have sufficient space, access, and acceptable zoning and construction costs. Land acquisition costs, future land values, and possible restrictions should also be examined. To ensure the project is feasible the following data should be considered.

(1) Documents. Copies of specific site, environmental, and construction criteria; applicable mandated regulations from Federal, State, county, and local authorities; copies of ordinances, zoning regulations, soil conservation standards, health department requirements, and any other regulations that may pertain to the project should be obtained.

(2) Alternate Sites. Identify alternate sites, because one or more of the potential sites may be unsuitable or construction costs may be prohibitive.

(3) Technical Data. Gather technical data relevant to each site including zoning maps, aerial photographs, topographic maps, and onsite ground and aerial information.

d. Considerations. The criteria to be considered in this process are:

(1) environmental restrictions; e.g., Endangered Species Act, Wilderness Act, and air and water pollution criteria;

(2) access; e.g., is it adequate or should a roadway be constructed to the site;

(3) construction cost; e.g., berms, baffles, barriers, earth moving;

(4) other restrictive Federal or State statutes and local ordinances; and

(5) community growth, especially in areas where urban growth is rapid. Escalating property values may make it unwise to construct in a particular area.

e. Preliminary Design Stage.

(1) Prepare:

(a) a preliminary layout sketch of each site;

(b) a draft document, which should include specifications for applicable zoning, building codes, environmental, safety, and health considerations, and other pertinent restrictions;

(c) alternative preliminary site plans showing different range layouts;

(d) a planning cost estimate; and

(e) a risk analysis report.

(2) Submit all environmental, zoning and building permit applications for approval. Be prepared, via the draft document, to present and, if necessary, defend the proposal at public hearings before zoning boards, health officials, and other governmental bodies involved in issuing permits.

f. Final Design Stage.

(1) The preliminary site plans include a layout of the proposed range with its accompanying safety fan in a cross section and top view.

(2) The range master/manager, training manager, safety manager, industrial hygienist, appropriate operating personnel and public works engineer should review and approve the design requirements during the planning phase, before the construction drawings are started, and during the construction phase.

4. OUTDOOR RANGE DESIGN.

a. Site Selection.

(1) Outdoor range sites should be remote from other activities but accessible by road. SDZs should not extend across traveled roads, navigable waterways, railroads, or other areas.

(2) To protect against unauthorized access, SDZs should be controlled while firearms are being discharged. To prevent future encroachment, SDZs should be recorded on site maps.

(3) If other methods to control access to SDZs are not effective, then the zones should be fenced in. Natural barriers around the site; e.g., rivers, hills or a large drainage channel may be used to prevent encroachment and will ensure privacy. The best site is one with a natural backstop for projectiles to reduce the cost of constructing earth impact berms and to provide natural sound abatement.

(4) Outdoor ranges should be oriented to eliminate firing into the sun. The range should be oriented to the north or slightly to the northeast. The ideal direction is between due north and 25° northeast.

b. Range Planning.

(1) Firing into upward sloping land and land with natural backstops of hills or mountains is recommended.

(2) Firing platforms, access roads, and targets should be elevated above the flood level.

(3) The line of fire in rough terrain should be perpendicular to high ground. The line of fire on flat terrain should be free of knolls, ridges, and trees that reduce visibility.

(4) Known distance ranges should be as flat or evenly graded as possible. If the grade between the firing points and target does not exceed 2 percent, then the firing points may be below the target.

(5) Roads used for setting and servicing targets in impact areas and for maintenance of earth berm may be graded pathways. Roads in areas not subject to disturbance; e.g., vehicle parking areas, and roadways behind

firing lines or out of range of weapons, should be designed for anticipated vehicle weight and usage.

(6) The ground between the targets and firing line should be free of any hardened surface (smooth-surfaced walkways excepted) such as rocks or other ricochet-producing material.

(7) The surface may be sodded or planted with low-growing ground cover.

(8) The surface should be smooth, firm, and graded to drain away from the targets. A slight side-to-side grade of 1 percent to 2 percent should be provided for storm water runoff. For baffled ranges, the lateral slope should not exceed 2 percent because of the geometry of the baffle system.

(9) The overall size will be governed by the range distance and number of firing positions.

(10) Range distances from the firing line to the target are determined by the approved DOE qualification courses of fire for all weapons available for use by Protective Force (PF) personnel and by site-specific training courses of fire. The distances from the firing line to the target should be accurate to +.01 percent. It is important that any inaccuracy in the firing line-to-target distance is a greater, rather than lesser, distance (e.g., 101 yards for a 100-yard range instead of 99 yards).

(11) Shooters should have secure footing.

c. Surface Danger Zones. SDZs should be established to contain all projectiles and debris caused by firing ammunition and explosives (see Table 1). SDZ dimensions are dictated by the types of ammunition, types of targets, and types of firing activities allowed on the range. A basic SDZ consists of three parts: impact area, ricochet area, and secondary danger area (Figure 1). Figures 2 through 6 illustrate the application of the basic parts in the design of SDZs for various kinds of range activities.

(1) The primary danger area established for the impact of all rounds extends 5° to either side of the left and right limits of fire and downrange to the maximum range of any ammunition to be used on the range.

(2) The ricochet area is 5° to either side of the impact area and extends downrange to the maximum range of any ammunition to be used on the range.

(3) The secondary danger area is that area paralleling, and 100 yards outside of, the outermost limits of the ricochet area and extending downrange to the maximum range of any ammunition to be used on the range.

(4) Boundaries of SDZs must be posted with permanent signs warning persons of the danger of the live-fire range and prohibiting trespassing. The signs must be posted in a way that will ensure a person cannot enter the SDZ without seeing at least one legible sign (i.e., usually 200 yards distant or less).

(5) Limit of fire markers, both external and internal, must be placed to denote right and left limits of fire. Where cross firing is to be conducted, internal limit markers must be emplaced to denote internal right or left limits of fire from specific firing positions.

(6) Ranges may be located parallel to one another if in compliance with Figure 19 for separation.

(7) When there is insufficient distance to lay out a new range with the required SDZ or utilize other ammunition with a maximum range that does not exceed the SDZ, engineered or administrative controls can be used to control firing on that range. Permission to deviate from established SDZ requirements must be granted by the DOE cognizant security authority and supported by a safety risk analysis.

(8) Administrative controls such as use of the low-ready position or engineered controls such as muzzle traverse/elevation limiters can be used to control the firearm. Natural terrain such as a mountain or a hill provides an excellent backstop for firing. The terrain should be high enough to capture rounds fired at up to a maximum 15° muzzle elevation.

(9) To change the size and shape of an SDZ, baffles may be installed. Partial and full baffle systems consist of the following components: overhead baffles, a canopy shield over firing points, bullet impact berm, and side berms, sidewalls, or side baffles. A fully baffled range must be constructed so all direct fire can be contained within the range (see Figures 7 and 8).

d. Support Facilities. Range planners should consider the site-specific need for the following range support facilities.

(1) Targets.

(2) Target storage.

(3) Bunkers, trenches, and protective barriers for personnel protection.

(4) Range control towers.

(5) Toilets.

(6) Range poles, banners, markers, and signs.

(7) Communication systems.

(8) Access and range roads.

(9) Parking areas.

(10) Potable water.

(11) Target maintenance.

(12) Ammunition storage.

(13) Power.

(14) Sewer.

(15) All other necessary utilities.

Table 1. Maximum Range of Small Arms Ammunition

Maximum Range of Small Arms Ammunition	
Caliber	**Maximum range of small arms ammunition (distance in meters/yards)**
.22 long rifle	1400/1531
.38 revolver	
Ball, M41	1600/1749
Ball PGU-12/8	1900/2077
.40 pistol	
Ball	1783/1950
JHP	1908/2086
Frangible	1000/1093
.45 pistol	1500/1640
.45 submachine gun	1600/1749
.357 magnum	2160/2362
9mm pistol	1740/1902
9mm submachine gun	1920/2099
.44 magnum	2290/2504
.50 machine gun	
Ball, M33	6500/7108
AP, M26	6100/6671
12 gauge shotgun, riot 00 buckshot	600/656
.30 rifle and machine gun	
Ball, M23	3100/3390
AP, M2	4400/4811
.30 carbine	2300/2515
5.56mm rifle	
Ball, M193	3100/3390
7.62mm rifle and machine gun	
Ball, M80	4100/4483
Match, M118	4800/5249
40mm	
M79	400/437
Mk-19 40mm	2200/2406

e. Design Criteria.

(1) Firing Line Items. Provide the following components:

(a) Floor Surface. The surface should be smooth, firm, and graded to drain away from the targets. A slight side-to-side grade of 1 percent to 2 percent should be provided for storm water runoff. Transverse firing line grading should match target line transverse grading. The distance between the firing line(s) must be sufficient to support the type of training conducted. Firing lanes must be clearly marked on the surface to match the targets. Depending on the number of personnel to be supported and the funds available, the following surfaces should be considered:

1 ground firmly compacted with mown grass;

2 sand or fine gravel;

3 wood decking of sufficient thickness and support to prevent movement; and

4 concrete topped with appropriate cushioning material.

(b) Overhead Containment. On partially and fully baffled ranges, a ballistic canopy (see Figure 9) should be provided over all locations where a weapon may be expected to be discharged (firing line, by definition). Figure 9 represents one construction approach, but the canopy must contain the direct fire effects of the most energetic round fired on the range. This canopy should begin at least 3 feet behind the firing line. General structural requirements may dictate more distance. The canopy should extend forward a minimum distance of 13 feet minimum, which will work geometrically with the first overhead baffle to prevent a weapon from firing directly out of the range (see Figures 16 and 17). The canopy should be constructed of ballistic material with sacrificial cladding as described below. Sound reduction ceiling waffles should be considered. Weather roofing is required above the ballistic material and it must slope sufficiently to drain.

(2) Firing Point. The depth of the firing point is determined by the shooting activity; e.g., rifle firing requires more depth than pistol firing.

(a) The minimum depth of the firing point is the area required for the shooter, shooter's equipment, scorers, and range officers. For example, a pistol range might have a firing line approximately 6 to 10 feet deep, while a rifle range would have a firing line up to 20 feet deep. This variation is based on available space, type of

shooting, size of target frames and carriers, and the spacing of target frames or carriers.

(b) For rifle ranges, each firing point should be 9 feet wide (see Figure 10). Firing lanes for pistols and shotguns should be 5 feet center to center (see Figure 11).

(3) Ballistic Material. The purpose of this material is to absorb, deflect, or fragment projectiles. Material for baffles on partially and fully baffled ranges is shown in Figures 12 and 18. Wood that is used should be of middle grade exterior timber or plywood. Timber in contact with the ground must be pressure-treated for this purpose. Avoid exposed connectors if possible. Refer to Table 2, Thickness of Material for Positive Protection Against the Caliber of Ammunition Listed, for the thickness of various materials.

(4) Sacrificial Cladding. Provide ¾-inch thick plywood with a ¾-inch air gap on any surfaces (baffles, wing walls, metal connectors, etc.) that are within 11 yards of the firing line to prevent back splatter.

(5) Firing Line Cover Material. The firing line should be covered to protect the shooter and allow activities to be held regardless of the weather. On ranges with several firing lines, the cover is generally installed at the longest firing distance. The firing line covers described below are for shelter only and should not be confused with the ballistic firing line canopies required on baffled ranges. Material that can be used for firing line covers includes wood, concrete, steel, and plastic. Most covers are constructed from wood products and are a shed or gable roof design. In some cases, corrugated metal or fiberglass roofing material can actually increase sound levels at the firing line and in areas around the range. Therefore, to reduce noise, corrugated metal or fiberglass roofing material should not be used unless it is acoustically treated. The structure should be designed to include the following:

(a) The shed roof should have a 6-inch cavity filled with fiberglass insulation (or equivalent) and be enclosed on the bottom with ¾-inch plywood or insulation board. Although this will not provide a completely effective sound barrier, sound waves will strike and penetrate the inside layer of plywood, and the sound will be reduced;

(b) A plywood shed roof should have a 6-inch hollow core enclosed with a small grid mesh screen and a six-mil polymer barrier to retain the insulation. The intervening space should be filled with blown-in insulation to trap sound waves and reduce the drum effect of an open roof; and

(c) A gable roof has a large hollow area above the joists; however, additional sound damping materials should be installed to reduce the drum effect and the sound pressure level as they are reflected onto the firing line area. The underside of the roof surface will require a minimum of 4 inches of insulation to fill in between the rafters and a minimum of 3 inches of insulation above the ceiling and between the joists. This will reduce the drum effect caused when sound waves strike surface material (e.g., corrugated metal) and will absorb a portion of the reflected sound waves.

(6) Surface Material. Positions should be hard-surfaced (e.g., concrete, gravel, wood, asphalt, or sod).

(a) For ranges where prone shooting is conducted, gravel or similar materials may cause difficulty for the shooter. When the surface material is concrete or asphalt, shooting mats or padding will be required when the kneeling or prone positions are used.

(b) For ranges with multiple firing lines, hard-surfaced firing lines located downrange of another firing line should be recessed or shielded from bullet impact to avoid ricochets off exposed edges.

(7) Landscaping. The site should be landscaped to provide for erosion control, noise abatement, maintenance, appearance, fire protection, and safety.

NOTE: Any landscaping will complicate the removal of lead in the berms, especially on impact surfaces, and will create higher maintenance costs.

(a) Berms should be planted with grass to prevent erosion. Ground cover is acceptable on existing berms that have been maintained and where erosion is not a problem.

(b) When grass is selected as a ground cover, it should be appropriate for the geographic area and should readily grow and provide good coverage. The degree of shading caused by overhead baffles will determine the type of grass for the range floor. Use grasses and cover for earth berms that will not be accessed by moving equipment so that natural growth heights will be acceptable. In areas where the soil is poor or extremely sandy, plants such as Bermuda grass, ice plant, or vine root can be used to control soil erosion.

(c) Heavy landscaping may be used to cut down on noise transmission. Plants and trees may be planted behind the firing position shelters to alleviate noise transmission problems.

Soundproofing the firing line structures should be considered in problem areas. Trees should be kept away from firing lines to allow range control officers to see all shooters.

(d) For windbreaks, trees may be planted along the length of the range with partial side berms or wing walls where strong prevailing crosswinds are problems to shooting accuracy.

(e) Densely planted rows of fast-growing, compact, and thorny shrubs may be planted below the trees at ranges with partial berms or wing walls to abate noise, prevent encroachment, and alleviate crosswind problems.

(8) Target Line and Mechanisms. Components must be as follows:

(a) The target line should be a minimum of 30 feet from the toe of the impact berm. The distance between targets must be the same as the distance between firing positions.

(b) Target line bases must match grading with the firing line. Mechanical target support bases must be protected from the direct line of fire. They may be buried flush with the ground or placed behind a protective wall. Note that a small raised earth berm at this location generates significant ricochet. The complexity of the mechanism will dictate the protection requirement. See Figure 13 for wall or trench protection of high cost target line mechanisms.

(c) Target supports can be made of steel angles and channels, PVC pipe or wood. Do not use metal parts within 33 feet of the firing line where direct fire strikes are anticipated. Discharging weapons close to metal surfaces is extremely dangerous. Present the smallest surface area that is structurally sound to the line of fire to minimize ricochet. Design the target holders for easy and inexpensive replacement. Portable, self-supporting 2- by 4-inch wood frames or 2-inch by 2-inch wood plank placed into buried PVC pipe work well on simple ranges. The full face of the target must be visible to the shooter.

(d) Turning targets and the display time are at the discretion of the user. Commercially available, electrically motorized target carrier and electronic scoring systems should be considered where economically feasible.

(e) On open ranges, a single target line with multiple firing lines is preferred. On partially or fully baffled ranges, in most instances, a single firing line with multiple target lines will produce the most cost-effective range because of the firing line canopy. An

extremely advanced target mechanism may be significantly more expensive than multiple canopies.

(9) Impact Structures. The structure varies depending on the type of range. Natural terrain such as a mountain, cliff, or steep hill may be incorporated into impact structures provided the completed structure complies with the minimum design requirements. Acceptable structures by range type are listed below.

(a) For open ranges, the top elevation of the earth impact berm should be 26 feet above the range surface for ranges 100 yards long or longer and 16 feet above the range surface for ranges 50 yards long or less. The impact berm should extend 50 yards beyond where the target line ends for 100-yard-long ranges or until joining with the side containment, if provided for ranges 50 yards long or less.

(b) The suggested elevation may be met by designing a combination of earth berm and vertical baffle (see Figure 14). The earth berm portion should have a top elevation of 16 feet above the surface of the range. The vertical baffle should be constructed of ballistic material and designed to withstand local seismic and wind loads. This combination arrangement would reduce the footprint and the amount of material in the earth berm.

(c) The preferred slope of the impact berm face is 1 to 1 or steeper. The steeper the slope, the more likely the berm is to absorb projectiles. The top should be 10 feet wide. The impact slope should be constructed with a 3-foot layer of easily filtered soil (to reclaim the lead projectiles) free of boulders, trees, rocks, stones, or other material that will cause ricochet. The rear slope should be appropriate to the native soil and maintenance requirements.

(d) For partially and fully baffled ranges, the top elevation of the impact structure will vary depending on the overhead baffle and impact structure arrangement. The impact structure for a partially baffled range can be: standard impact berm, bullet trap, or hybrid. For fully baffled ranges, the impact structure must be a bullet trap. In all instances, the impact structure must connect to the side containment. The top of the berm should be at an elevation 5 feet above the point where the highest line of direct fire can strike the berm.

(e) Outdoor baffled bullet stops can be constructed by placing the last vertical overhead baffle over the last target line and placing a sloped baffle to connect from the top of the earth berm to the back of the last vertical baffle. The bottom of this lower-sloped overhead baffle should be 2 feet above the highest point on the

berm where direct fire might strike. See Figure 15 for material and construction details. Rainfall runoff from the sloped baffle onto the berm must be considered. (See "Use of Bullet Traps and Steel Targets" for Shoot House bullet trap information.)

(10) Side Containment. For partially and fully baffled ranges (Figures 7 and 8), the top elevation of the side containment must geometrically mate with the overhead baffles to be high enough to prevent any direct fire from exiting the range. Full-side height containment should extend 3 feet to the rear of the firing line. Locate the side containment at least 10 feet outside of the centerline of the outermost firing lane. Construction may be in the following forms.

(a) Earth Berm. Construct earth berms to an inside slope of 1 to 1.5. If native soil characteristics will not produce a stable slope at this angle, provide geotechnical fabric reinforcement in the fill. The top width of the berm should be at least 10 feet. No rocks are permitted in the top 3 feet of the inside surface. Generally, earth berms cannot be used on partially or fully baffled ranges; however, earth berms are permissible if the firing range is small and the overhead baffle and berm geometry intercept ricochets.

(b) Continuous Walls. Construct continuous walls of ballistic material to withstand local wind and seismic loads. Provide sacrificial cladding to 13 feet forward of the firing line and 3 feet behind the firing line. Continuous walls are preferred for fully baffled ranges.

Table 2. Thickness of Material for Positive Protection Against the Caliber of Ammunition Listed

Cover material	Caliber and thickness required to stop penetration		
	5.56 mm	7.62 mm and Cal. 30	Cal. 50
Concrete (5,000 lbf/in^2)	5 inches	7 inches	12 inches
Gravel-filled concrete masonry units	8 inches	12 inches	24 inches
Broken stone	14 inches	20 inches	30 inches
Dry sand	16 inches	24 inches	32 inches
Wet sand	25 inches	36 inches	48 inches
Oak logs (wired)	28 inches	40 inches	56 inches
Earth			
Packed or tamped	32 inches	48 inches	60 inches
Undisturbed compact	35 inches	52 inches	66 inches
Freshly turned	38 inches	56 inches	72 inches
Plastic clay	44 inches	65 inches	100 inches
NOTE: Figures are based on new material. Degradation may occur over time.			

(c) Wing Walls. Wing walls (side baffles) are discontinuous side protection set at 45° to the line of fire. Locate the wing walls so that they are overlapped by 6 inches based on any line of fire that may strike them. Construct the wing walls of ballistic material to

withstand wind and seismic loads. Additionally, provide sacrificial cladding on wing walls closer than 30 feet to the firing line.

(d) End Walls. End walls may be constructed at the firing lane edge on the firing line in lieu of extending side containment 3 feet behind the firing line. Walls should be long enough to close off any line of sight between the end of the side containment and the rear 3 feet mark. The end walls should be constructed of ballistic material with sacrificial cladding extending from the canopy to the firing line surface.

(11) Overhead Baffles. Overhead baffles must be located so that no direct fire can exit the range from any firing position. The first overhead baffle must be geometrically coordinated with the firing line ballistic canopy (see Figure 9). The elevation of the top of each succeeding baffle should be 6 inches higher than a line of fire that just clears beneath each preceding baffle (see Figure 16). Overhead baffles should be the same height and spaced apart down range to achieve the required geometry (see Figure 17). The last baffle should be placed so the line of fire will strike the impact structure no higher than 5 feet below the top elevation of the structure. On a fully baffled range, the last overhead baffle must be over the last target line.

(a) On partially baffled ranges, overhead baffles must extend laterally to within 1 foot of the side containment. On fully baffled ranges, the overhead baffle must tie into the side containment.

(b) The vertical dimension of an overhead baffle when it is vertical varies with the number and spacing of the baffles. Normally, the height is between 5 and 8 feet when considering structural support size and costs.

(c) The baffles must be constructed of ballistic material. Baffles within 11 yards of the firing line should be covered with sacrificial cladding. See Figures 12 and 18 for possible configurations.

(d) Space the structural columns as far apart laterally as possible to open firing lanes. If possible, do not construct columns within the range. Design columns or beams to withstand local wind and seismic loads, and provide protective steel plate on the faces of the columns exposed to the firing line in accordance with Figures 12 and 18. Provide sacrificial cladding if the column is within 10 yards of the firing line. Overhead baffles may be placed on a flatter slope and overlapped to function as firing line canopies if multiple firing lines are to be used (see Figure 17). This arrangement is cost-effective for baffled combat lanes.

5. INDOOR RANGE DESIGN.

a. Use of Indoor Ranges.

(1) Indoor ranges must be designed so projectiles cannot penetrate the walls, floor or ceiling, and ricochets or back splatter cannot harm range users. Considerations should be made for cleaning of all surfaces and handling of hazardous wastes.

(2) Lead exposure requirements must be reviewed for applicability.

b. Site Selection.

(1) Walls and Partitions. Indoor ranges must incorporate walls and partitions capable of stopping all projectiles fired on the range by containing or redirecting bullets to the backstop.

(2) Existing Buildings. If there are existing drawings of the facility, copies should be obtained from the original owner, architect, engineer, builder, or building permit. If original drawings of the building are not available, a sketch can be made of each floor of the building with a special emphasis on the load-bearing walls. The following considerations should be used when making the initial evaluation of an existing building.

(a) General Construction. Buildings constructed of wood products should be avoided. Modifications to reinforce the structure to support metal backstops or to reduce fire hazards may not be cost-effective.

(b) Exterior Walls. The type of exterior wall construction (e.g., masonry, wood, concrete, metal, combination, other) should be identified. Masonry buildings should be given primary consideration, especially those constructed on concrete slabs.

(c) Floors, Walls, and Ceilings. Floors, walls, and ceilings must be able to contain the sound in addition to the bullet fired.

1 The ideal wall is made of poured concrete a minimum of 6 inches thick.

2 To aid in range cleaning, concrete floors should be finished so they have a nonporous surface.

3 Ceilings should be 8 feet high and enclosed to reduce air turbulence created by ventilation systems.

4 Evaluate the structural support designs of older buildings for their ability to withstand new loading. Original design

considerations usually do not allow for installing heavy backstops and other range equipment.

5 To decide if modifications are necessary, slab buildings must be analyzed carefully to determine the capacity for floor loading. If there are no floor drains and it is economically feasible, modifications should also include adding one or more floor drains.

6 Ceiling joists may require strengthening to support baffles and shielding material.

(d) Electrical. Electrical needs may require the installation of heavy-duty wiring both internally and externally to accommodate the added power needs of range ventilation, heating, lighting, and target-carrier mechanisms.

(e) Plumbing. Plumbing does not usually require major modifications; however, heavy metals may be prohibited from area wastewater treatment collection systems. Therefore, an approved filtration system may be necessary for disposal of hazardous waste material; e.g., lead.

(3) Precast Buildings.

(a) Precast concrete companies can provide complete precast buildings (job site-delivered) if engineering specifications for steel placement are provided on a set of plans (drawings) for the proposed building.

(b) Precast assembly allows for installation of a roof design more suitable for an indoor range. Gabled or hip roof designs should not be used.

(c) Hollow, precast concrete panels provide an option to bar joists, eliminating bullet ricochet or splatter. A flat bar joist design is the recommended alternative to hollow, precast concrete panels.

(d) The flat roof design also provides support for heating, ventilating, and air conditioning (HVAC) equipment outside of the range, which saves space and reduces cost.

(4) New Construction. New indoor construction projects require the same guidelines as existing buildings; however, they offer the advantage of building a structure specifically for use as an indoor shooting range.

c. Range Planning. Design work for ventilation, wall structures, floors, ceiling, acoustics, backstops, and lighting will depend on how the range will be used.

(1) A determination for the type of building required includes the following considerations.

(a) Can the range be built in an existing building or is a new one required?

(b) How large should it be?

(c) How many shooters will it be expected to serve?

(d) Will it be used for competition?

(e) Should space be allowed for classrooms?

(f) How much will the facility cost?

(2) The planning process should include:

(a) obtaining ordinances, zoning regulations, building codes, soil conservation regulations and other information pertaining to legal requirements;

(b) for evaluation, identifying a site for a new building or several existing buildings that may have the suitable design characteristics; and

(c) gathering other technical information relevant to the project. This information includes zoning requirements, onsite information, and range design criteria. Local zoning codes or health department regulations normally will provide answers or solutions on how the project is to be handled.

d. Design Criteria. Based on the site selected, type of shooting, number of users, and site layout, the next step is to design the facility by preparing detailed drawings showing specifications and necessary dimensions. The four main considerations for indoor ranges are shooter needs, type of shooting activity, number of firing points, and number of users. Special consideration should be given to ventilation, lighting, safety baffles, and backstop design. The following standard and optional features for indoor ranges should be considered.

(1) Backstops and Outdoor Baffled Bullet Stops. See "Use of Bullet Traps and Steel Targets" for Shoot House bullet trap information.

(a) The design of a backstop or baffled bullet stop is a contributing factor to the service life of the unit. Steel should be installed according to the type of ammunition to be used and to proven angle configurations.

(b) The design criteria should be based on the planned use of the facility. Metal plates selected for use in a backstop or baffled bullet stops must resist repeated stress according to the degree of stress applied. Necessary characteristics are resistance to abrasion, resistance to penetration, surface hardness, thickness, and alloyed strength to resist metal fatigue.

(c) The main backstop is generally a fabricated steel plate or series of plates used to stop bullets fired on a range. Backstop configurations and plate thickness will change according to type of shooting activity.

(d) Steel backstops with sand or water pits are common; however, a few indoor ranges use earthen or sand backstops.

CAUTION: Earthen or sand-filled backstops are not recommended because they can create health hazards for maintenance workers from silica and lead dust. They also cause excessive wear on ventilation fans.

(e) Backstops must extend from side to side and from ceiling to floor to protect the end of the range completely from penetration by direct bullet strike and prevent ricochets, back splatter, and splatter erosion of side walls.

(f) Four basic backstop designs are used for indoor ranges: Venetian blind, escalator, Lead-a-lator®, and the angled backstop (45°) back plate. Other backstop designs exist and should be researched for applicable use.

1 Venetian Blind Backstop. Requires less space, but without proper installation and regular maintenance it can cause back splatter problems from exposed edges of each main segment of the backstop. Keeping the exposed edges ground to original specifications is time-consuming, difficult, and requires skilled personnel.

a To control back splatter, a curtain should be hung in front of the backstop. Tests have been conducted on materials including canvas, burlap, cardboard, insulation board, and synthetic rubber. Properly installed, these materials effectively stop back

splatter. Walls using insulation board or a synthetic rubber curtain are best.

b The main advantage of the venetian blind backstop is minimal space requirements. While an angled plate or an escalator will use 14 feet of space, the venetian blind uses only 5 feet.

2 Escalator Backstop. Sets up with flat steel plates laid out on a framework sloping away from the shooter. Between each series of plates, an offset allows a bullet sliding down the facing surface to drop into a hidden tray for easy cleanup. At the top or back of the backstop, a swirl chamber is provided to trap the bullets or bullet fragments as they exit the backstop surface. Once the bullet's flight ends in a spin-out chamber, the bullet or pieces fall into a cleanup tray.

3 Lead-a-lator®. A variation of the escalator-type backstop that uses a curved instead of flat piece of steel. The surface is concave and operates so that a bullet will follow the contour of the surface into a dry lead spinout chamber where it is trapped.

4 Angled Backstop (or 45° Inclined Plates). Uses a sand or water trap and has been the traditional alternative for indoor ranges.

a The angle of the plate should never exceed 45° from the ground. The 45° plate and pit backstop is relatively inexpensive, but there are several disadvantages. Sand traps require frequent cleaning to remove bullet fragments. Cleaning operations require workers to wear high-efficiency particulate air (HEPA) filter masks if material is removed dry. It is best to dampen the sand trap material before and during cleaning operations to eliminate dust. To maintain a healthier internal environment, frequent removal, disposal, and replacement of lead-laden sand is required. The surface should be continually raked to keep the sand level and to guard against splatter as lead buildup occurs.

b The cleaning operations are easier when a water trap is used. However, a water trap requires chlorine and other chemicals to retard algae growth and antifreeze in colder months to prevent freezing.

Installing a water pit requires a different approach to foundations and footings, especially in areas affected by earthquakes or freezing.

(2) General Range Cleaning. Both dry and wet methods can be used to clean the range. The method selected depends on the frequency of use. The wet method is preferred when floor drains are available, and keeping materials wet during cleaning operations reduces or eliminates release of microscopic dust particles. When dry methods must be used, workers must use the appropriate personal protective equipment (PPE) that has been established by local industrial hygiene personnel. After cleaning operations are complete, workers must shower and have work clothing laundered.

(3) Backstop Steel Plate Specifications.

(a) Steel plates supported by concrete or masonry should be anchored by expansion bolts or toggle bolts, as suitable for construction, with flush countersunk heads not more that 12 inches on center of all edges of each plate. Joints and edge lines should be backed with continuous ½-inch thick plate no less than 4 inches wide. Bolts should pierce both the facing and back plates. Expansion bolts should penetrate concrete not less than 2 inches. Steel plates must have milled edges at all joints.

(b) Joints must be butted flush and smooth. After the plates are erected, they must not have any buckles or waves. Exposed edges must be beveled at 42° to a fillet approximately ½-inch thick. There must be no horizontal joints in any steel plate work.

(c) Welding must meet the American Welding Society code for welding in building construction. Steel plates joined at, and supported on, structural steel supports must be spot-welded to steel supports not more than 6 inches on center.

(4) Baffles, Deflectors, and Shields. Baffles on indoor ranges protect lighting fixtures, HVAC ducts, ceilings, and target carrier apparatus. Baffles are designed to protect against the occasional errant bullet but not for repeated bullet strikes.

(a) To cover or protect vulnerable ceiling areas or range fixtures, baffles must extend the entire width of the range and downward. Spacing of baffles on a 50 to 75 feet range depends on the ceiling design. Range distance (firing line to target line) and height are factors. Ceilings must be impenetrable.

(b) Baffles or deflector plates must be used when modifying an existing building, especially in a building constructed of wood. This will prevent bullets from escaping or penetrating. Baffles should be a minimum of 10-gauge steel covered with a minimum of 1 inch of soft wood to prevent back splatter. The wood traps the projectile, whereas bare steel redirects it downward into the range area. A wood surface must be applied to overhead baffles, because ranges with untreated baffles usually show significant damage to concrete floors and often complete penetration through wood floors.

(c) Baffles should be installed at a 25° angle as measured from the horizontal plane of the ceiling. The baffle size and placement depends on what surface areas require protection. For example, ceiling baffles are wider than side baffles.

(d) Unlike baffles, deflectors are installed vertically and horizontally to redirect wide-angle shots into the backstop area. Deflector shields protect pilasters, leading edges of sand traps, bottom edges of backstops, doorways, windows, ventilation registers along the wall, etc. Deflectors are not covered with wood generally, but may be. These devices are also installed at a 25° angle either to the wall surface or floor.

(e) To protect ceiling areas, special impenetrable shields are installed above the firing line, especially in wood frame buildings.

1 Shields should extend the entire width of the range and 12 feet forward of the firing line. Floor shields may be required on wood floors.

2 Shields must be constructed from metal sheets according to planned use. For example, 10-gauge steel covered with a minimum of 1 inch of soft wood is effective in stopping most pistol calibers.

(5) Floors, Walls, and Ceilings. Indoor range facility floors, walls, and ceilings must be impenetrable; therefore, an existing building must have a structural analysis to determine loading factors that may exceed original design specifications. Wooden buildings may require modifications to support the increased weight. Specifications for new construction call for either poured-in-place concrete, pre-cast concrete, or dense masonry block. Solid cinder block should be used in place of hollow-core block. Specifications for modifying existing buildings call for adding additional materials to prevent bullet escape, which can be done with wood and steel laminated shields. Laminated shields can be constructed onsite by placing sheet-steel or steel plates between two sheets of ¾-inch plywood. While

this method is more expensive than the extended booth design, it allows for an open firing line and better visibility for the range officer. Walls should be treated beginning 3 feet to the rear of, and extending forward of, the firing line until all vulnerable surfaces are protected. Acoustical material should be applied to the surfaces to aid in sound control.

(a) Floors. The range floor should be constructed by using a single pour and a fine, uniform-aggregate mix of concrete. Reinforcement should be No. 4 steel rods placed 12 inches on center along with 6- by 6-inch 8/8-gauge welded wire fabric. This may vary according to soil conditions. Very large floor areas may require two or more pours with expansion joints between each slab.

1 The floor should be designed to slope down toward the target line, beginning at the firing line, ¼-inch per foot.

2 The floor should be no less than 4 inches thick.

3 Floor size is governed by design. Larger size will result in higher costs for ventilation, lighting, heating, and overall building design. The decisions should be based on expected number of users versus overall cost.

(b) Floor Guards. Floor guards are provided to protect leading edges or protrusions; e.g., drains, traps or other protrusions from the floor area. Floor guards are designed to redirect errant bullets into the backstop area, which minimizes range damage.

1 Floor guards are constructed from 10-gauge steel and may be covered with wood.

2 Floor guards are installed horizontally along the floor surface parallel to the firing line.

3 Floor guards typically slope away from the firing line at a 25° angle to the horizontal.

4 Floor guards should extend only as high as necessary to protect exposed surfaces.

(c) Floor Drains. Floor drains should be constructed of cast iron soil pipe. The drain pipe should be attached to a lateral drain located 1 foot forward of the backstop floor guard. The drain pipe must lead to a filtration system approved by the cognizant environmental, safety, and health organization on the site.

(d) Walls. Poured concrete or masonry is preferred for wall construction, but wood may be used. Wall thickness must conform to acceptable engineering standards and comply with Federal, State, county and local zoning codes. Usually, no less than 3-inch thick, reinforced walls should be constructed to prevent the exit of any projectiles.

NOTE: This specification usually requires the use of steel or similar material where wooden walls are used. The size depends on building design, geological conditions, and climate. Size includes the height, thickness, and length of the running wall.

(e) Ceiling. Ceiling material should reduce sound, protect lighting devices, reflect light and be impenetrable. Typically, ceilings include 10-gauge steel baffles, 2- by 4-feet white acoustic panels, and clear-light panels.

1 The ceiling should be a minimum of 8 feet above the floor level and have an acoustically treated, smooth surface to allow for positive air movement downrange.

2 Baffles to protect adjoining areas should be above a false ceiling or designed into the roof/ceiling structure.

(6) Shooting Booths. Commercial or locally built shooting booths may be desirable on pistol ranges; however, they are not recommended for rifle ranges. Shooting booth panels can provide an impenetrable barrier between shooters, reduce sound levels, restrict the travel of brass, and act as a spray shield when revolvers are used.

(a) Shooting booths should be omitted for ranges that use only rifles.

(b) A shooting booth should never extend more than 18 inches behind the firing line because greater extension may obstruct the range control officer's visibility.

(c) Bullets fired from any firearm used on the range must not be able to penetrate booth panels. The booth panel must be able to withstand the impact of a bullet fired at any angle to the surface and at point-blank range.

(d) Design criteria for the construction of booth panels are as follows:

1 Cover the 10-gauge steel plate with a nominal 2 inches of soft wood. In a series of tests using 10-gauge steel plate, firing all lead bullets at right angles, the plate covered with a nominal 2 inches of soft wood withstood direct hits from

all standard pistol calibers up to, and including, .44 caliber magnum;

2 Use special acoustical materials to ensure that panels reduce muzzle blast effects on all shooters and range personnel;

3 Ensure that panels do not restrict airflow;

4 Ensure that panels do not restrict the range officer's visibility of the firing line; and

5 Construct panels so they extend from the floor to a minimum height of 6 feet. Panels should be ceiling height.

(7) Target Carriers and Turning Mechanisms. An indoor range can be operated more efficiently and safely by installing a target transport system. This system may be a simple, hand-made device or a completely automatic, electrically powered system. Either one will enhance safety by eliminating the need to walk downrange to replace targets. Target carrier systems speed up range operations. A turning target mechanism is available that faces the target parallel to the line of sight and then turns the target 90° to the line of sight to begin the stated time period. The target carriers should position the targets in the approximate center of the backstop.

(8) Control Booth. Range control booths must allow for maximum visibility and provide for easy access into and out of the range and ready area. The control booth should provide seclusion from and immediate access to the range environment. This design protects the range officer from frequent exposure to high sound levels and lead emissions.

(9) Communications. A communications system capable of relaying range commands distinct and separate from the sounds generated by shooting activities is required. Communications systems must account for shooters who wear two pairs of hearing protectors and persons who have substantial hearing loss.

(10) Ventilation and Filtering Systems. This section deals with the design or redesign of ventilation systems for indoor firing ranges. Administrative or engineering controls must be instituted to prevent shooters from being exposed to airborne lead levels exceeding acceptable limits. Administrative controls are used either when engineering controls fail to reduce exposure or when range use exceeds HVAC system specifications. Administrative controls are especially applicable to reducing risks on existing ranges.

(a) Administrative controls used to reduce exposure levels on an indoor range must be rigidly followed and enforced, and compliance must be recorded in a log book for purposes of analysis and reference.

(b) The following administrative controls are provided and must be used where individuals are frequently exposed to airborne lead.

1 Provide range maintenance personnel with appropriate PPE; e.g., safety glasses and respirators.

2 Provide proper HEPA filter cleaning equipment. The equipment must be able to remove accumulated lead dust from floors, walls, and ledges and must include attachments capable of removing lead-laden sand from the backstop area.

(c) A ventilation system must be installed that will provide clean air in the user's breathing zone to reduce exposure to potentially dangerous materials to safe levels.

(d) Adopt administrative controls that monitor and control exposure time for a given user and/or assigned range personnel.

(11) Lighting.

(a) A visually safe facility should be free of excessive glare and major differences in light levels. Therefore, floors and ceilings should be designed to provide light reflection. In the event of a power outage, battery-powered emergency lighting must be provided for emergency exits.

(b) Rheostat-controlled lighting fixtures, which can reproduce near-daylight and low-light conditions, are best suited for indoor ranges. Range lighting involves three systems: general lighting, local lighting, and semi-direct lighting.

1 General lighting provides uniform light levels over the entire range area and adjoining areas and is usually installed in a symmetrical arrangement to blend with the architecture.

2 Local lighting supplements general lighting along the firing line to provide better visibility for those tasks associated with the loading and firing of firearms.

3 Semi-direct lighting distribution directs 60 to 90 percent of the lighting on the target with a small upward component to

reflect from the ceiling and walls to soften shadows and generally improve range brightness. When ceilings are white, lighting fixtures mounted too close together create excessive glare.

(c) Lamp specifications for general lighting must be adjustable to provide 0.2 to 50 foot-candles of luminance measured at a point 7 yards from the target line. Local lighting should produce 0.2 to 60 foot-candles of luminance on the firing line. Semi-direct lighting on the targets should achieve 0.2 to 100 foot-candles of luminance. Glare should be reduced or eliminated by incorporating pastel colors in the interior design.

(d) Lighting designs should also seek to balance the color of light emissions. For example, most fluorescent fixtures produce high levels of blue, which alone are not suitable for indoor ranges. If fluorescent fixtures are used, green tubes or other light sources should be installed to balance the colors.

(12) Plumbing. Plumbing requirements specify that there must be a fresh water supply for personal hygiene and for range cleaning chores. There also must be a waste removal system for normal waste material and material removed from the range. An approved filtration system must be provided for range cleaning waste. Floor drains should be connected to this alternate waste system. Restrooms, showers, and sinks should be connected to a regular sewer system.

(13) Sound Control. Sound control on indoor ranges includes two distinct components: airborne and structure-borne sound. For airborne sound, all leaks into outer areas should be sealed, which includes airtight insulation around doors, windows, HVAC ducts, walls, and ceilings. Structure-borne sound reduction is necessary to protect adjoining, occupied rooms. Acoustical material should be applied to walls, HVAC ducts, floor, and ceiling areas.

(14) Range Control. Range control provides rules and supervision that encourage safe and proper use of a range. Safety devices control the physical use of an indoor range and may include warning lights, alarm bells, switch locations, etc. For example, an indoor range with a door in the downrange area should be equipped with an alarm. The door could also be secured by a mortise lock or barred from within but must remain a fire exit. Fire codes generally prohibit bars on doors that would delay escape from a building. Emergency personnel must be able to access the doors. Any door that can be accessed from the outside must be marked with warning devices to indicate when the range is in use. When installing doors on indoor ranges, refer to Life Safety Code National Fire Protection Association (NFPA) 101.

(15) Target Carriers. Target carriers are used for the convenience of shooters to allow them to continue shooting without delay when target changes are necessary. For health considerations, target carriers keep shooters out of the high lead concentration areas and safely behind the firing line.

(16) Heaters. Protected heating units should be installed behind and above the firing position to provide a comfort zone for shooters.

(17) Gun Racks. Gun racks should be mounted behind the firing positions as an additional safety feature to reduce gun handling and to keep the range areas orderly. Appropriate material should be used to construct the gun racks, and the design must correspond to the weapons being used.

6. LIVE FIRE SHOOT HOUSE.

a. Introduction.

(1) A live fire shoot house (LFSH) is intended for use in advanced tactical training for Security Police Officers. Use of this facility includes individual tactics or Special Response Team force option training. All LFSHs must have an elevated observation control platform (EOCP). The following sections illustrate recognized construction methods for LFSHs. However, they do not eliminate the requirement for sound professional engineering design and validation.

(2) Administrative controls not directly related to design and construction must be in place during facility use. The administrative controls and engineering design allow for a reduction in physical barriers that prevent rounds from escaping the facility. Designed barriers must prevent a round fired with a vertical upward error of 15° from escaping the facility.

b. Site Selection.

(1) Site selection for an LFSH is similar to that for any range facility. Terrain features, noise, and availability of utilities and access roads must be considered, as already discussed in previous sections for indoor and outdoor ranges. The LFSH should be placed adjacent to other range facilities whenever possible so that it may utilize the same support facilities, access roads, etc.

(2) Facility design, target and shooter placement, and other administrative controls minimize the possibility of rounds being fired over the top of the walls and leaving the structure and mitigate the need for an SDZ outside the confines of the LFSH proper.

c. Design and Layout.

(1) The interior layout of the facility is based on the mission and training requirements of the site. Facility design should incorporate a wide variety of room configurations. Some of the room configurations that should be considered are: multiple floors, an L-shaped room, stairwells, rooms within a room, hallways, and closets.

(2) The floor plan design should accommodate the movement of target systems, bullet traps, and other equipment into and out of the LFSH.

(3) Exposure to airborne contaminants for a fully enclosed LFSH must be controlled by adequate ventilation. The lighting requirements are similar to those for indoor ranges.

d. Wall Construction.

(1) Wall Height. Exterior walls of the LFSH must be designed to absorb the most energetic projectile identified for use within the facility. Wall height must be a minimum of 8 feet. The wall height should allow a maximum error angle of 15° from horizontal standing shooting distance from the target and still enable a projectile to be contained by the wall, which can be described by the following equation: Wall Height is equal to the muzzle height plus 0.27 (tangent 15°) times the target distance. The following table assumes a muzzle height of 5 feet.

Distance from Muzzle to Ballistic Wall (Feet)	Wall Height (Feet)
11' 1"	8' 0"
13' 3"	8' 6"
14' 10"	9' 0"
17' 0"	9' 6"
18' 6"	10' 0"
20' 9"	10' 6"
22' 2"	11' 0"
24' 5"	11' 6"
25' 11"	12' 0"

If the distance from muzzle to ballistic wall exceeds the required wall height, other administrative, engineering or natural ballistic wall controls must be administered or considered such as shooter-to-instructor ratio, canopies, baffles, natural terrain, existing SDZ, standard operating procedures, and training.

(2) Ballistic Walls. Ballistic interior walls are the preferred method of construction. Where non-ballistic interior walls are used, additional administrative controls must be applied to target placement and team

choreography. Ballistic walls are required in all cases where containment of the round and protection of personnel is paramount.

(a) Footings. Footings must be designed using the engineering criteria that best ensures structural integrity and stability of wall construction.

(b) Composite Walls.

1 A combination of ¾-inch exterior grade plywood and steel is effective. Minimum thickness will be ¼-inch mild steel with an exterior-grade plywood separated by a minimum of ¾ inch with a maximum of 1½ inches from the steel surface.

2 Other combinations are possible. The main criterion is that the wall must stop any round fired and contain bullet fragments.

(3) Non-Ballistic Walls. These walls are constructed of materials that offer no protection to personnel or equipment in adjoining rooms. Material used for these walls must not contribute to or enhance ricochet or splatter. Additional administrative controls must be applied such as target placement and team choreography.

e. Doors. All doors must be constructed of wood with no glass. Additionally, at least a portion of the rooms must have working doors, some opening inward, some opening outward, and doors opening left and right.

NOTE: All devices in the LFSH, such as brackets and hangers, used to secure walls to floors or secure doors must be covered or protected to mitigate any tripping or ricochet hazards.

f. Ceiling or Roofs. Ceilings or roofs can be of value when the shoot house is required for year-round use in areas with severe weather conditions. Exposure to airborne contaminants must be controlled by adequate ventilation. The lighting requirements for fully enclosed shoot houses are similar to those for indoor ranges. When training exercises require target placement above the wall design, the ceiling or roof must be protected unless firing into an approved SDZ.

g. Floors.

(1) Floor construction must be selected for its ability to absorb direct fire, minimize ricochets, and provide a walking surface free of slipping/tripping hazards. Floors should provide the same ricochet protection as walls. Options include:

(a) exterior-grade plywood floor constructed in accordance with American Plywood Association guidelines over smooth finished concrete;

(b) concrete with brushed surface that minimizes slip and tripping hazards;

(c) asphalt;

(d) exterior-grade plywood;

(e) shredded bias-ply tires; and

(f) earth, free of rocks and debris that could cause ricochet.

(2) Construction joints between walls and floors must be designed to contain projectiles within the LFSH.

h. Bullet Traps.

(1) General Information.

(a) Targets used in LFSHs must be placed so that fire is directed into a bullet trap designed to capture the rounds.

(b) Bullet traps must be constructed to contain the most energetic projectile to be fired into them without dimpling/pitting the steel and contain splatter and fragments in all directions. The size and shape of a bullet trap may be altered, but materials may not be substituted.

(2) Specifications for construction. See "Use of Bullet Traps and Steel Targets" for Shoot House bullet trap information.

i. Elevated Observation Control Platform (EOCP).

(1) EOCPs enhance the ability to observe and control LFSH operations. Administrative controls must be considered when constructing the EOCP. Platform construction and location is based on the training to be conducted. EOCPs must be constructed in accordance with all applicable regulations for elevated work platforms.

(2) EOCPs must be constructed to:

(a) maximize instructors' observation and control of the entry team fire and movement;

(b) facilitate communication between instructors on the EOCP and the floor;

(c) position the lowest point of the horizontal walking surface higher than the 15° vertical error for any target engaged;

(d) provide ready access;

(e) integrate instructors' movement with team flow;

(f) maximize instructors' ability to see shooters clearly at all times; and

(g) have supporting structures placed so that they pose no additional hazards such as tripping, ricochet, splatter, etc.

ATTACHMENT 1 -- RANGE DESIGN FIGURES

Figure 1. Surface Danger Zone for Small Arms Firing at Fixed Ground Targets

Figure 2. SDZ for Small Arms Weapons Firing at Moving Ground Targets

Figure 3. SDZ for Small Arms Firing at Fixed Ground Targets with Rocky Soil or Targets Causing Ricochet

Figure 4. SDZ for Firing M79, M203, and M19 40mm Grenade Launchers

Figure 5. SDZ with Impact Berm for Small Arms Firing at Fixed Ground Targets

Figure 6. Open Range with Impact Berm and Side Protection SDZ for Small Arms Firing at Fixed Ground Targets

Figure 7. SDZ for Partially Baffled Range (Small Arms Firing at Fixed Ground Targets)

Figure 8. SDZ for Fully Baffled Range (Small Arms Firing at Fixed Ground Targets)

Figure 9. Ballistic Overhead Canopy

Figure 10. Outdoor Rifle Range Layout

Figure 11. Pistol Range Layout

Figure 12. Ballistic Material

Figure 13. Ballistic Protection of Target Mechanism

Figure 14. Impact Berm for Open and Partially Baffled Ranges

Figure 15. Outdoor Baffled Bullet Stop

Figure 16. Baffled Range Profile

Figure 17. Baffled System Geometry

Figure 18. Overhead Baffle Ballistic Designs

Figure 19. Parallel Ranges

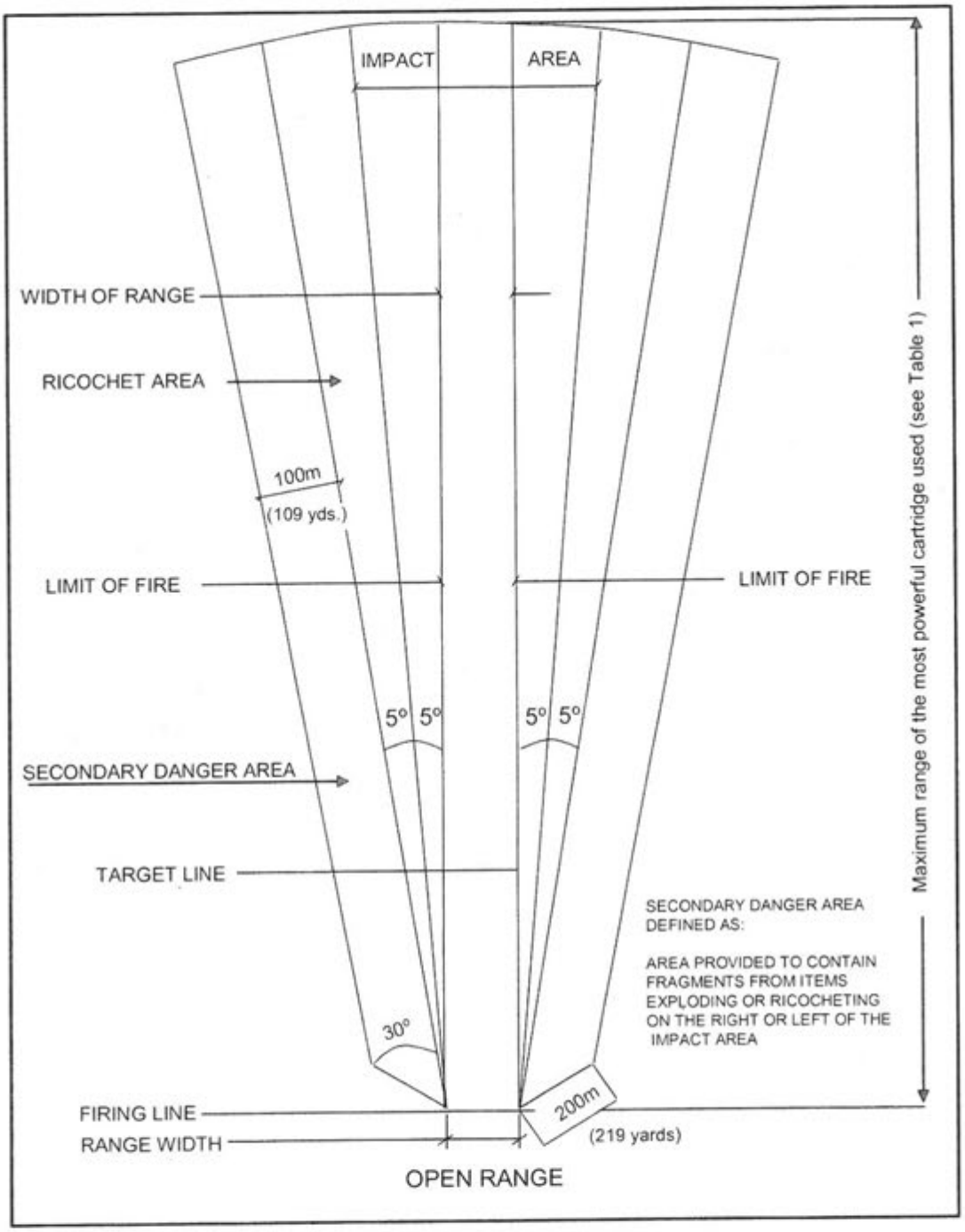


Figure 1
Surface Danger Zone for Small Arms
Firing at Fixed Ground Targets

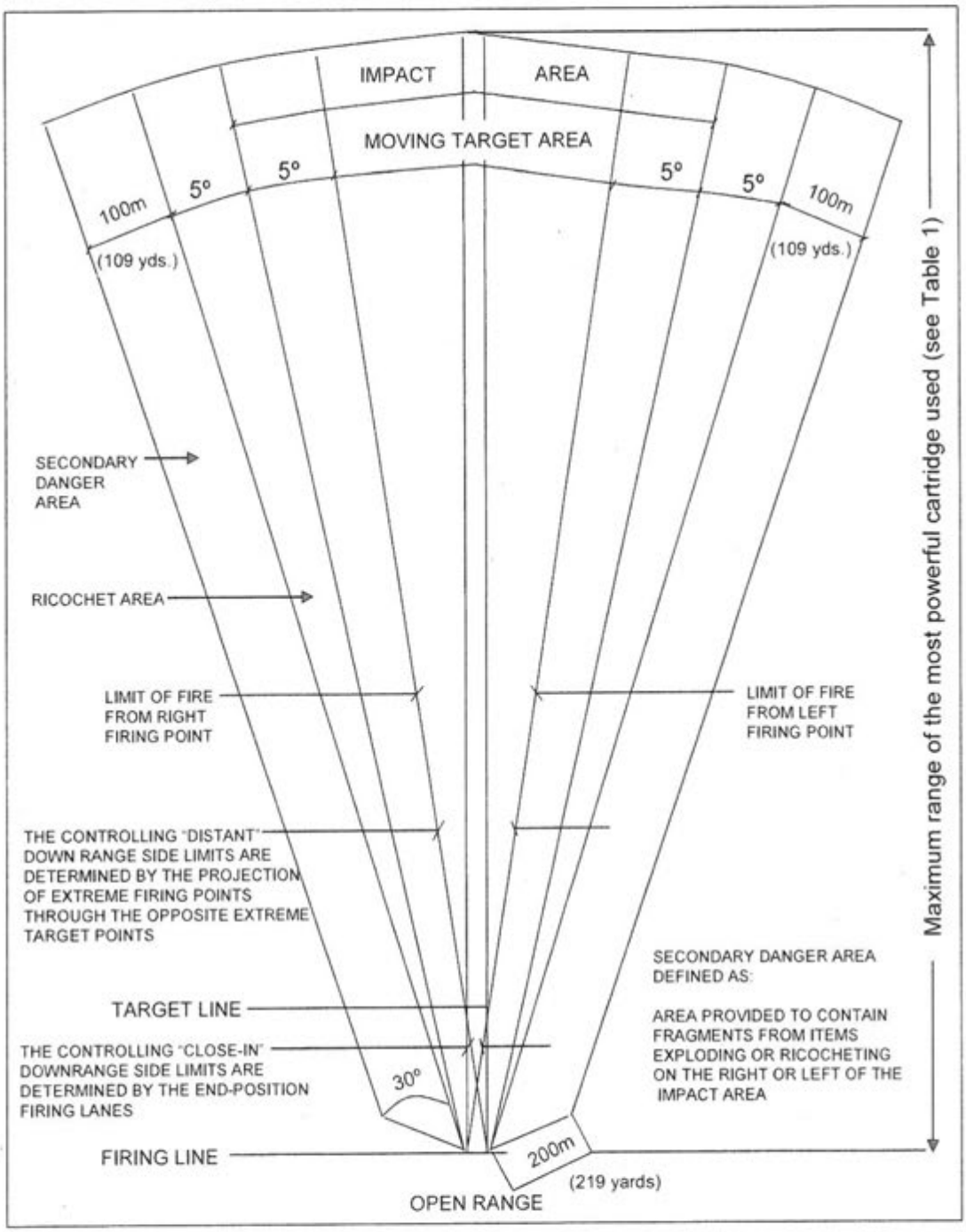


Figure 2
Surface Danger Zone for Small Arms Weapons
Firing at Moving Ground Targets

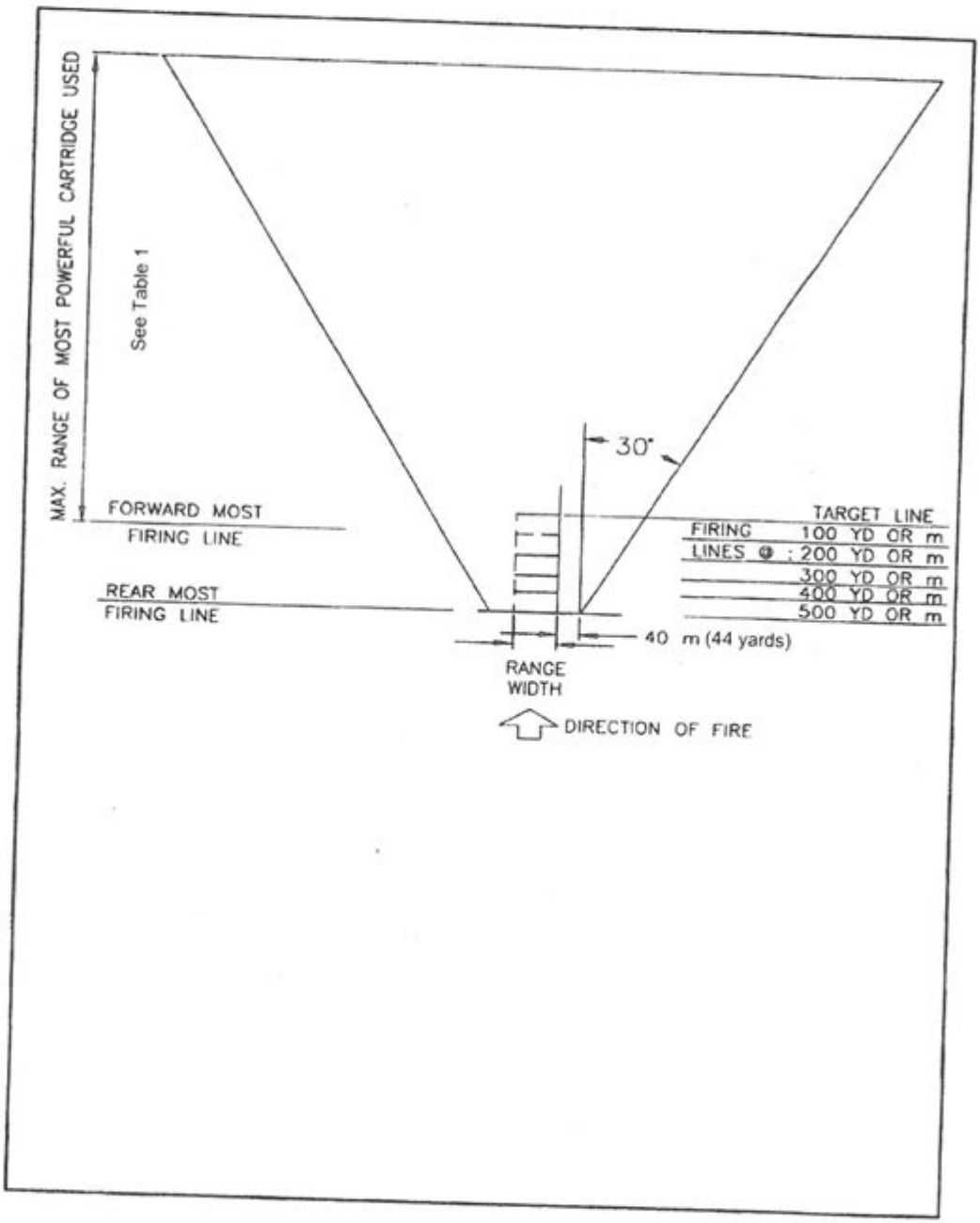


Figure 3
Surface Danger Zone for Small Arms Firing
At Fixed Ground Targets with Rocky Soil
Or Targets Causing Ricochet

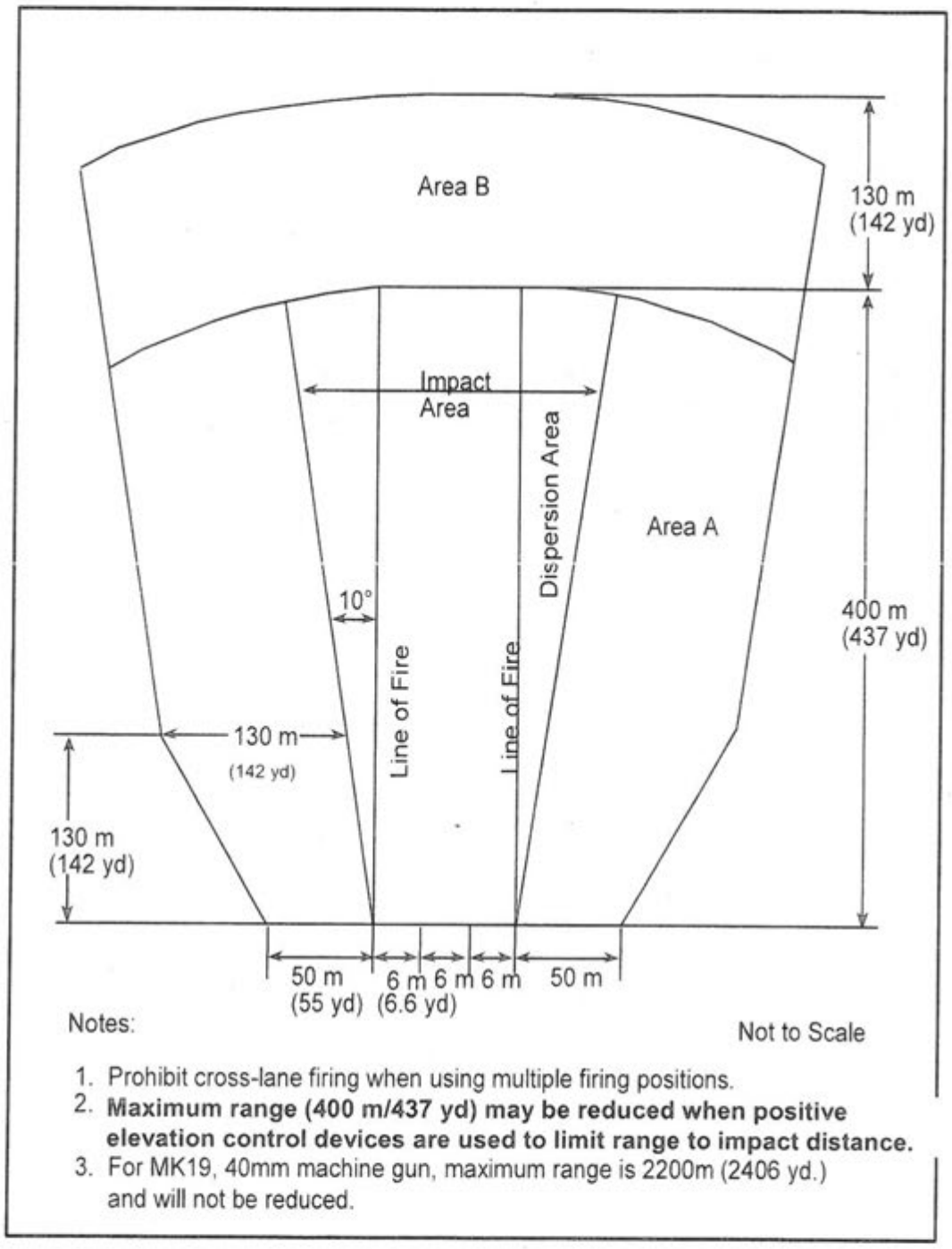


Figure 4
Surface Danger Zone for Firing
M79, M203, and M19 40mm Grenade Launchers

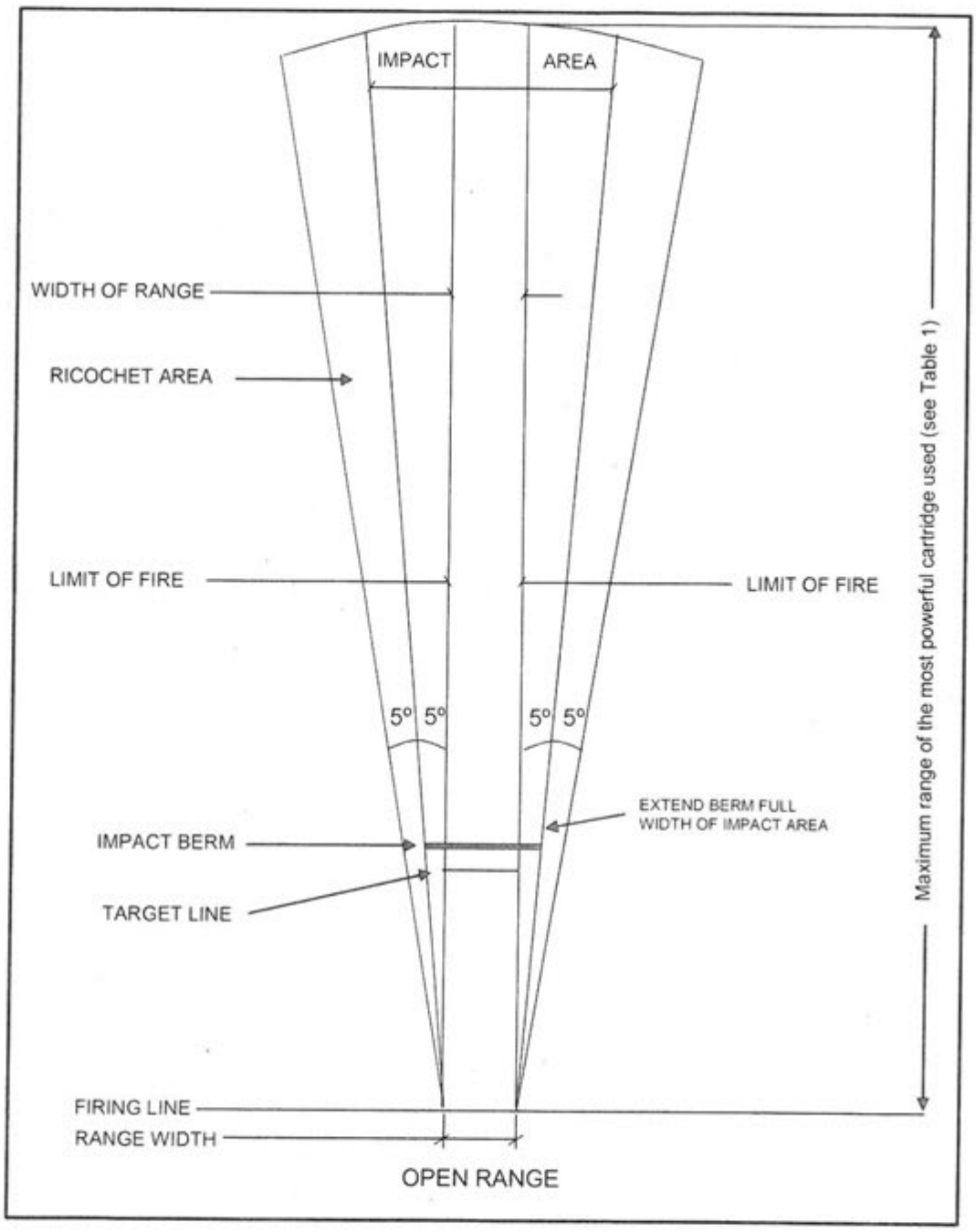


Figure 5
Surface Danger Zone with Impact Berm
for Small Arms Firing at Fixed Ground Targets

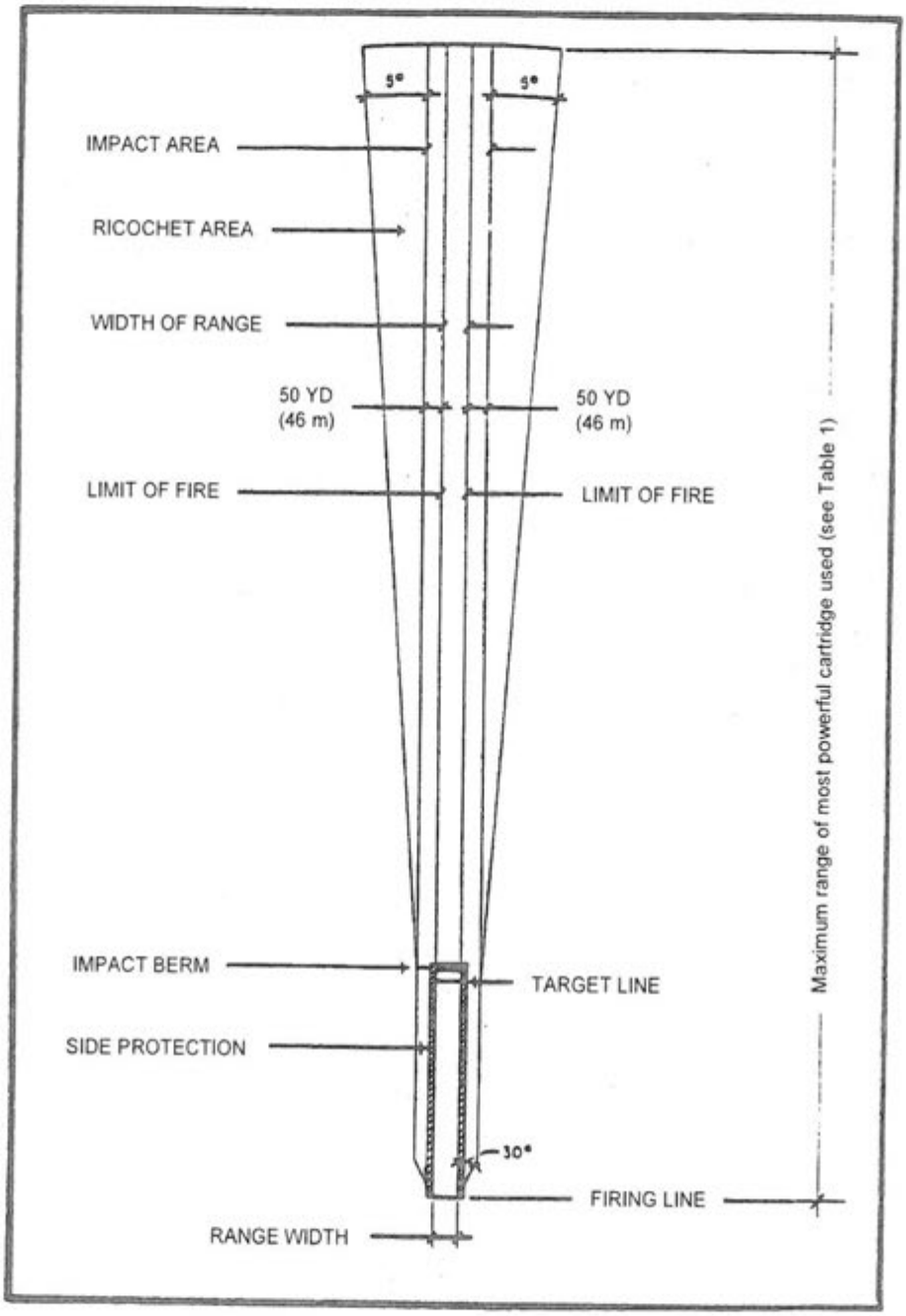


Figure 6

Open Range with Impact Berm and Side Protection Surface Danger Zone for Small Arms Firing at Fixed Ground Targets

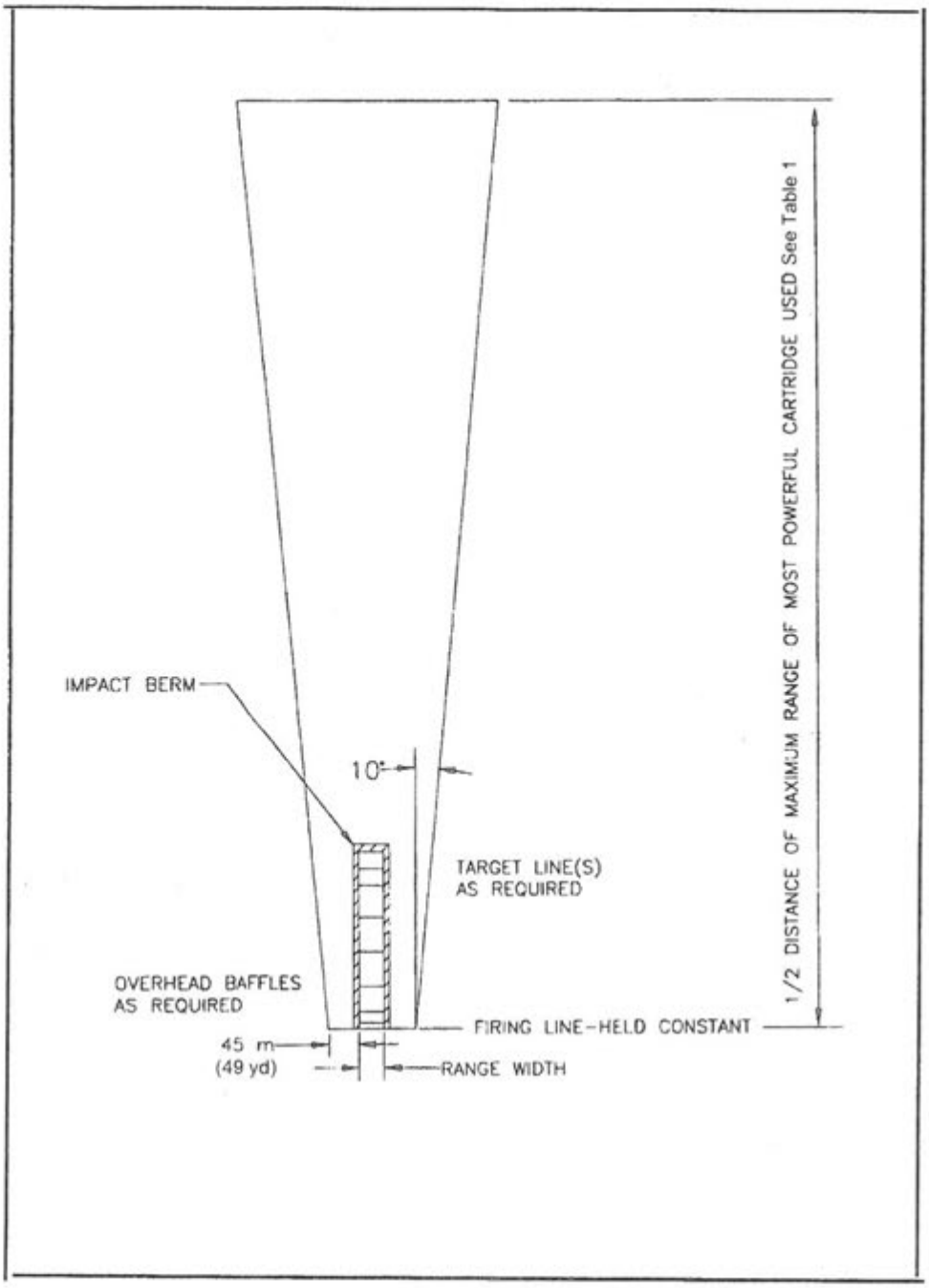


Figure 7
Surface Danger Zone for Partially Baffled Range
(Small Arms Firing at Fixed Ground Targets)

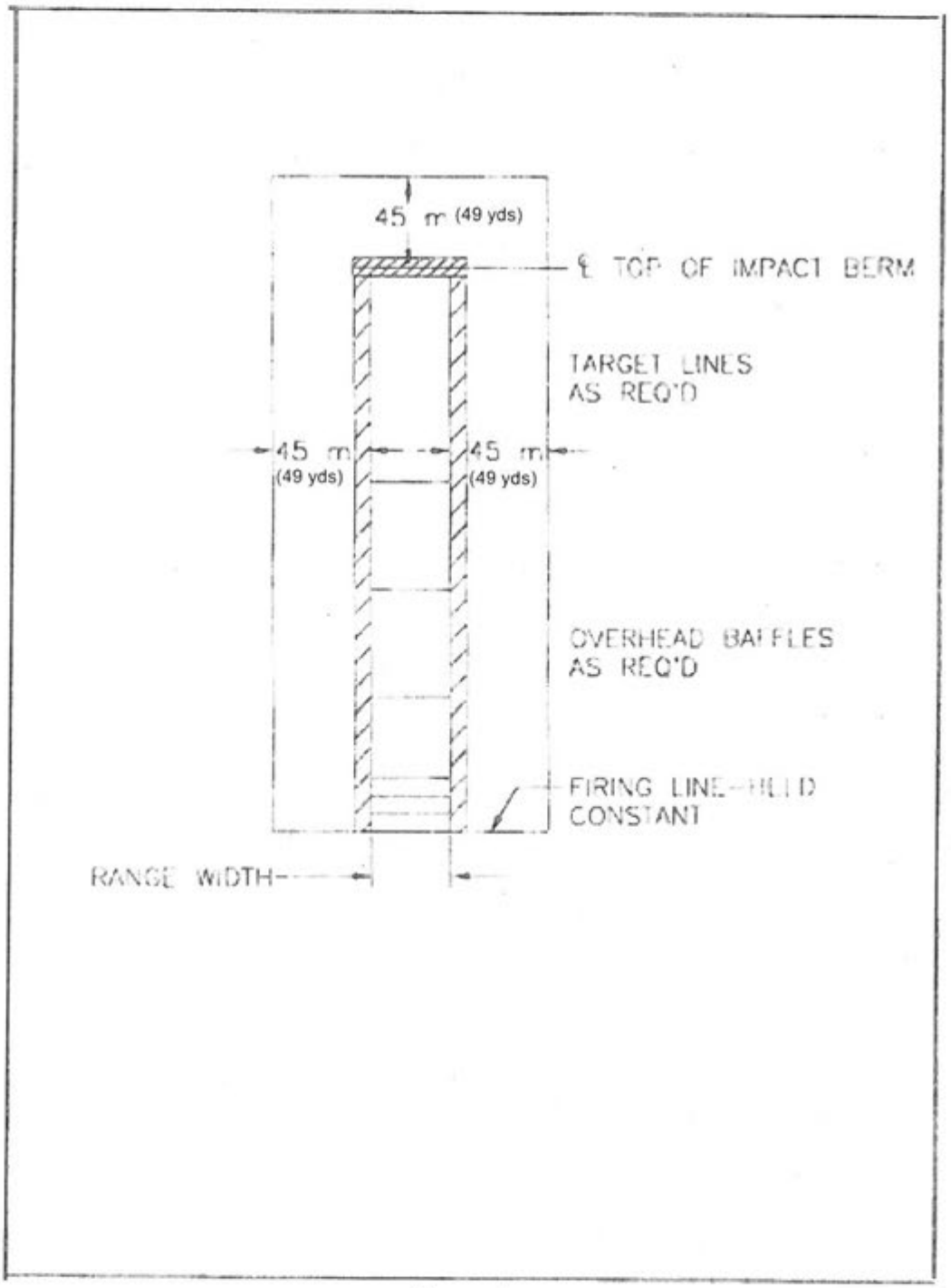


Figure 8
Surface Danger Zone for Fully Baffled Range
(Small Arms Firing at Fixed Ground Targets)

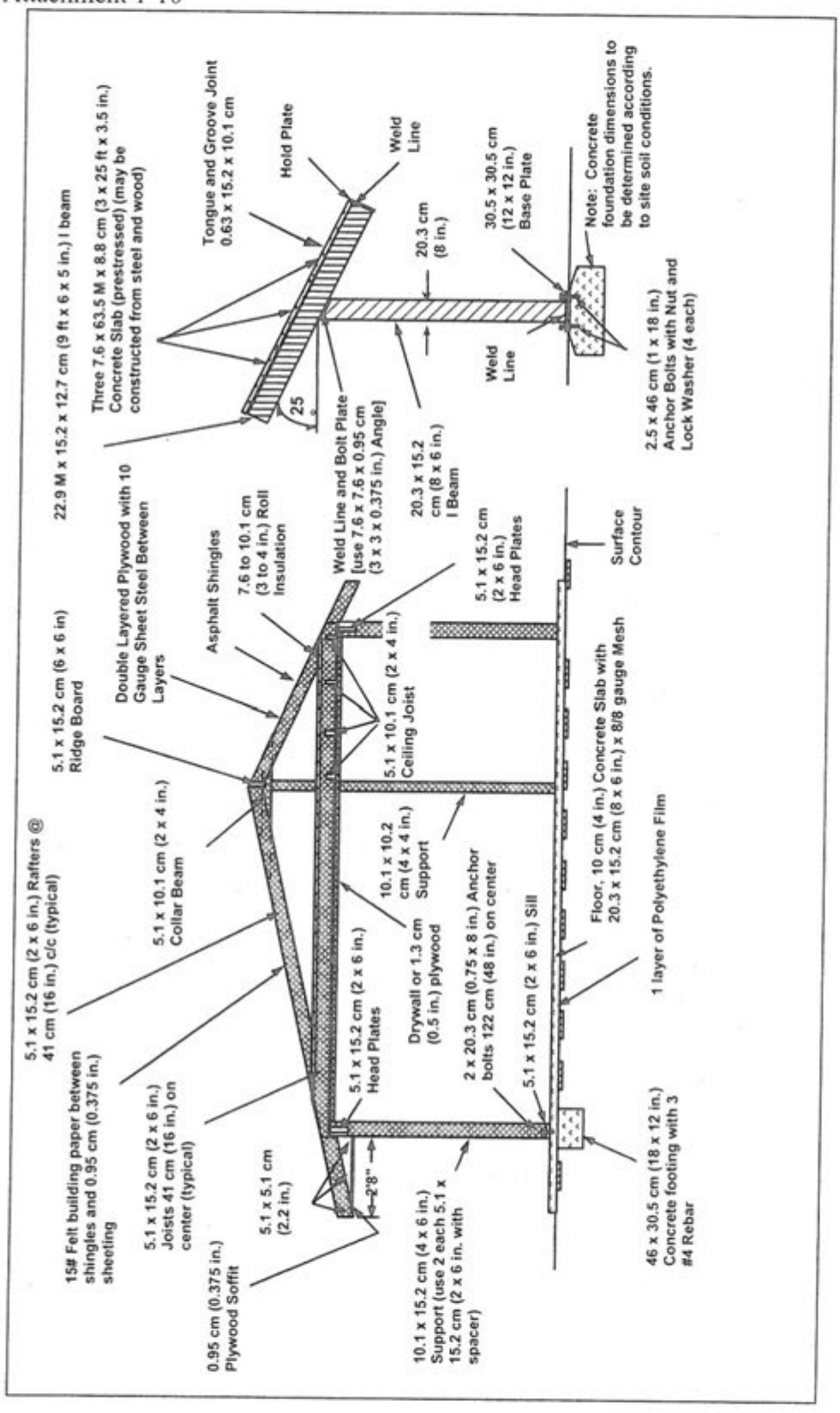


Figure 9
Ballistic Overhead Canopy

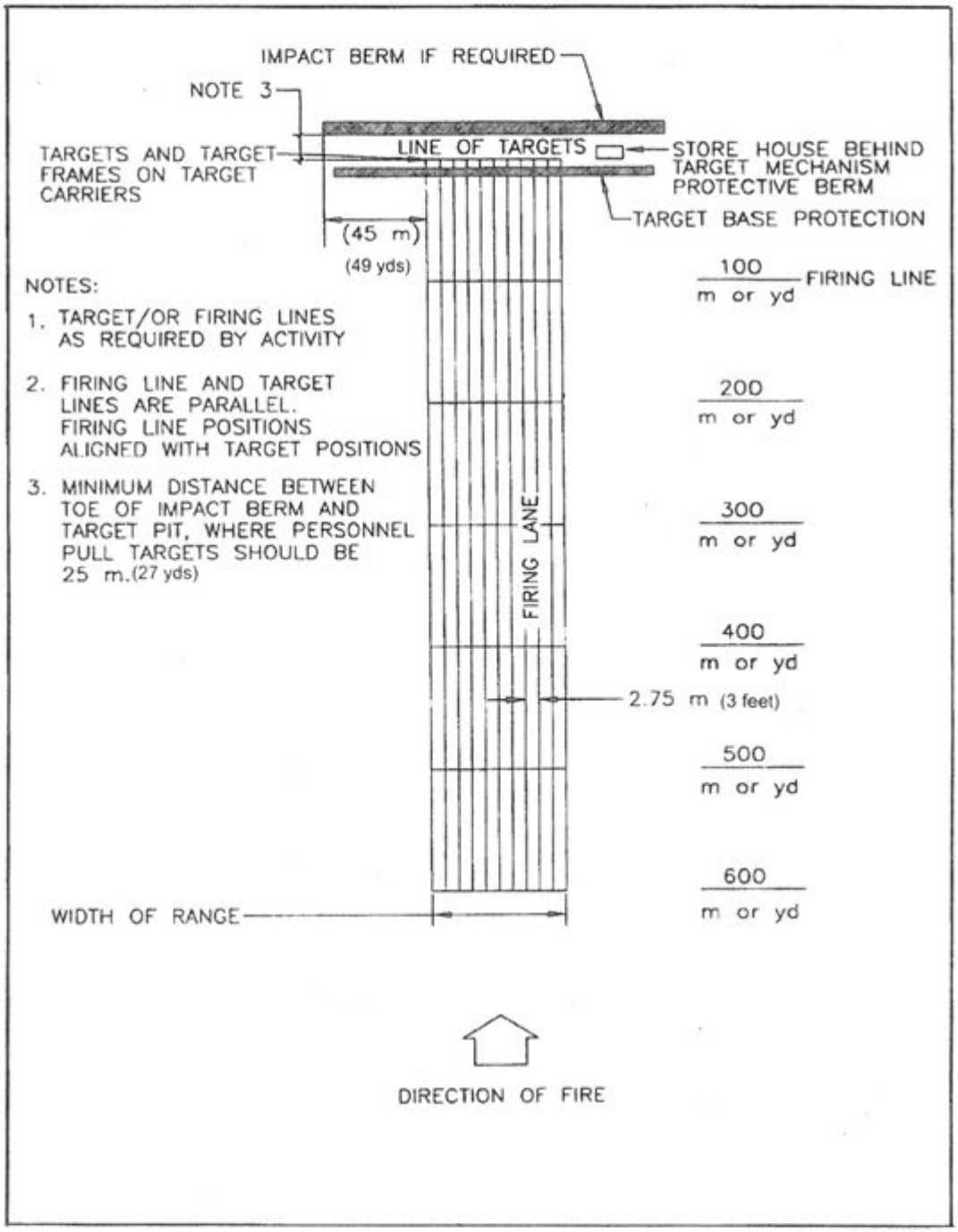


Figure 10
Outdoor Rifle Range Layout

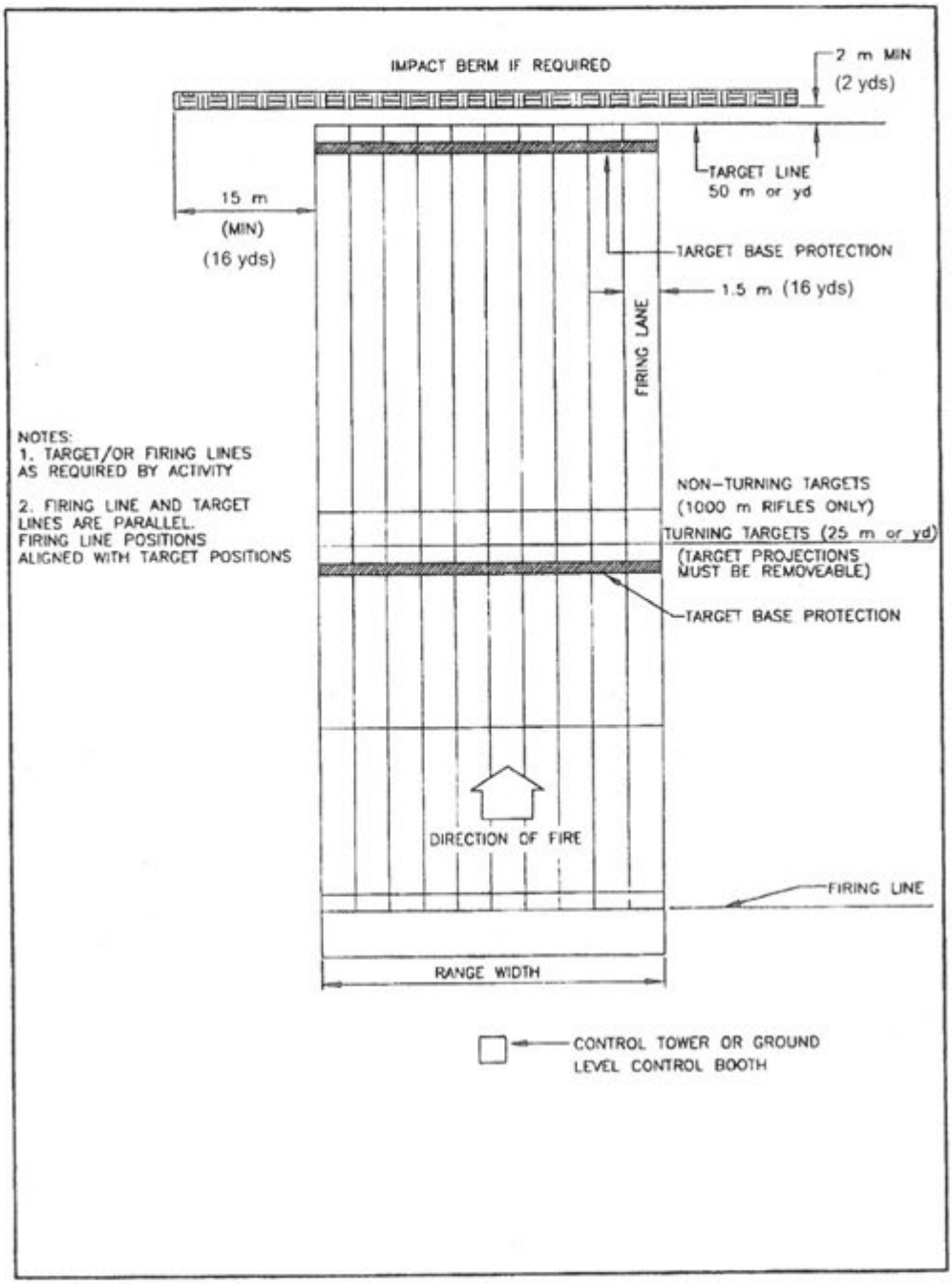


Figure 11
Pistol Range Layout

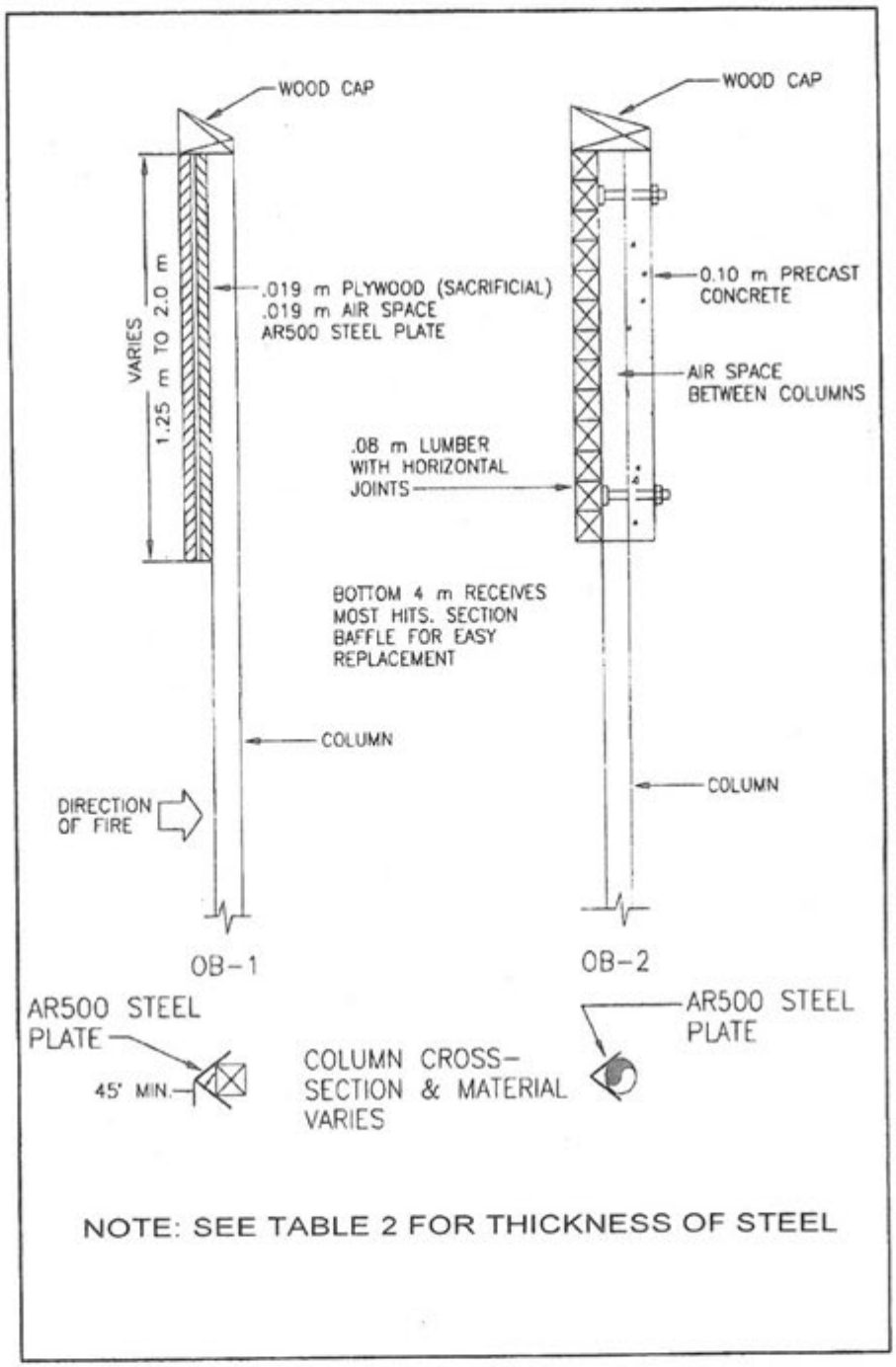


Figure 12
Ballistic Material

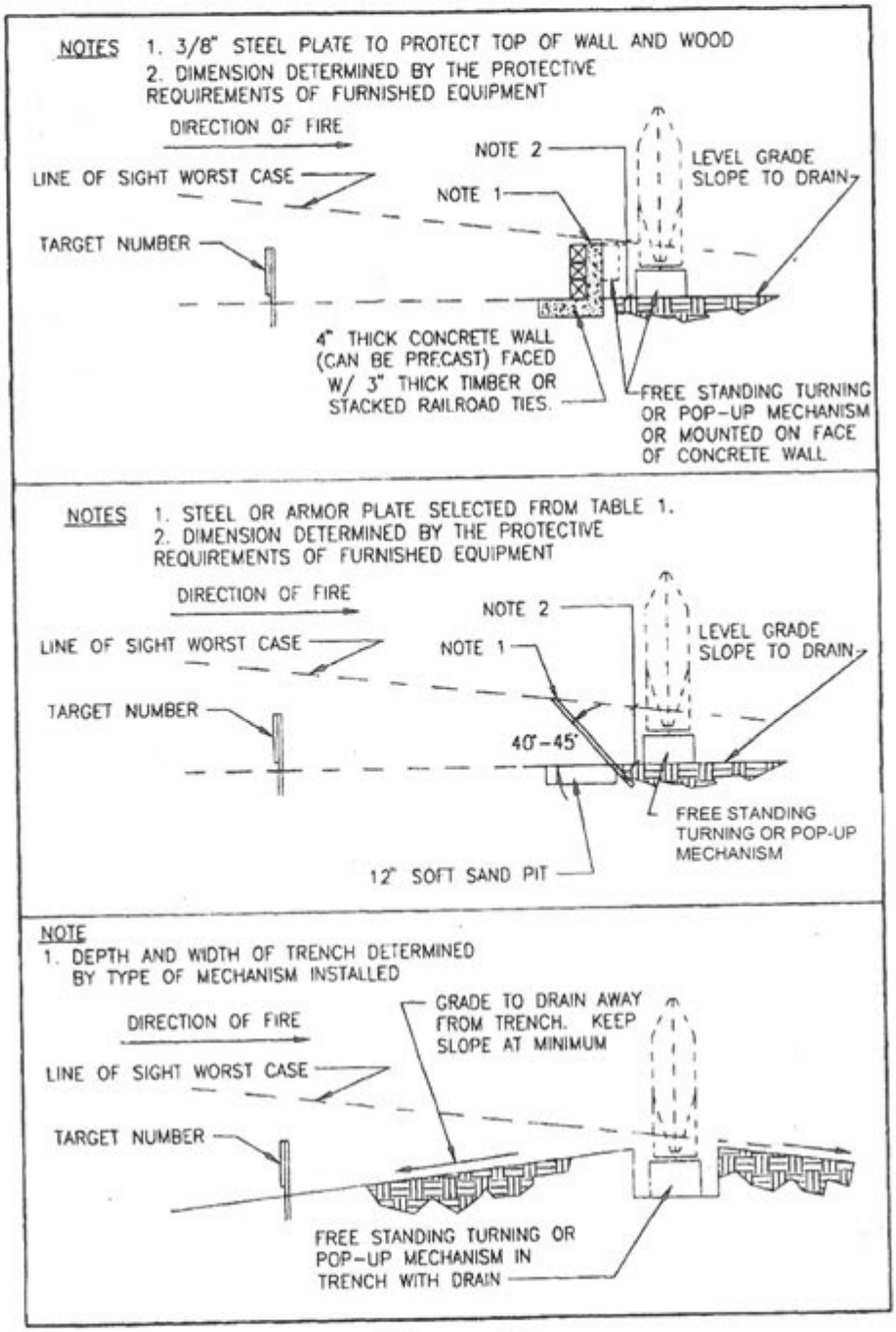
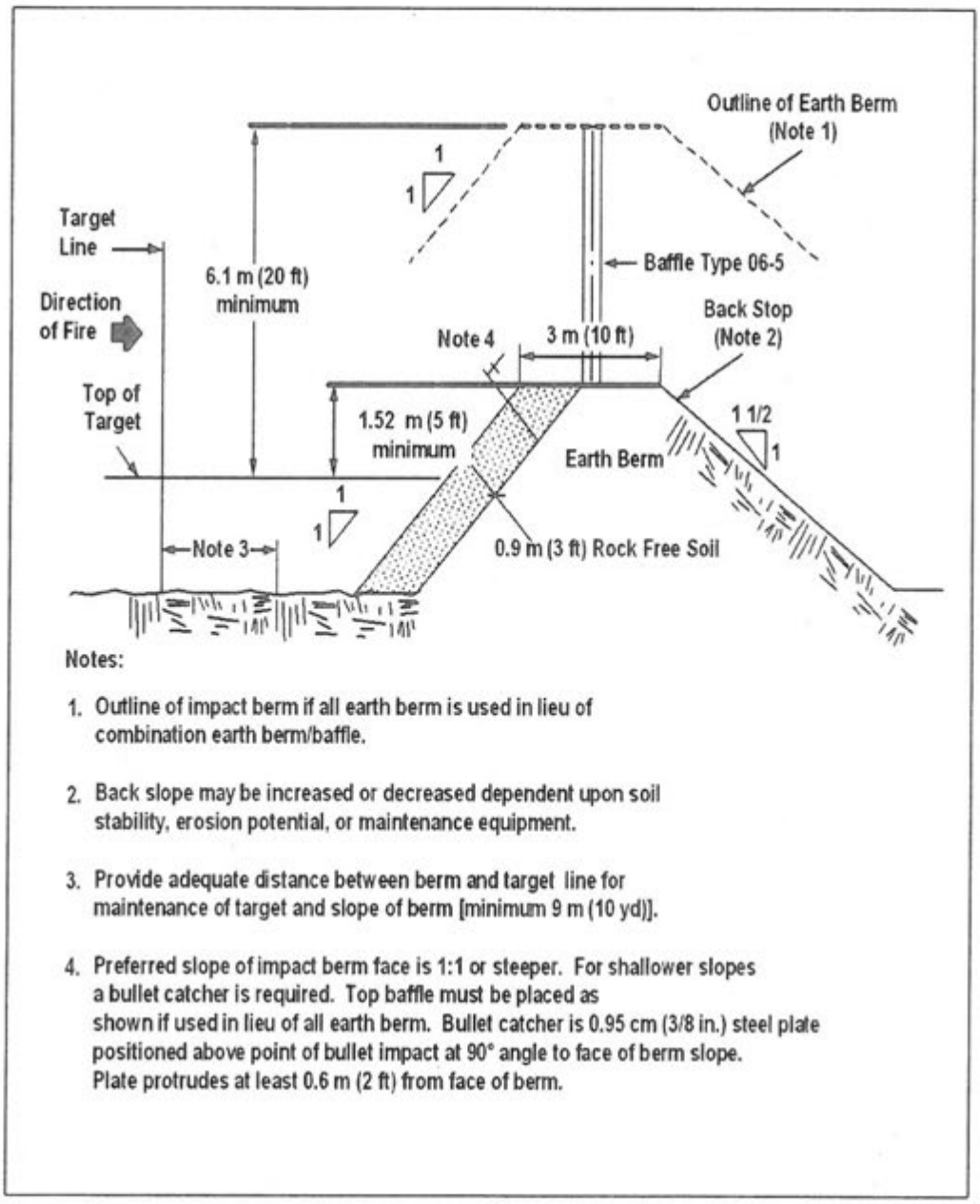


Figure 13
Ballistic Protection of Target Mechanism



Notes:

1. Outline of impact berm if all earth berm is used in lieu of combination earth berm/baffle.

2. Back slope may be increased or decreased dependent upon soil stability, erosion potential, or maintenance equipment.

3. Provide adequate distance between berm and target line for maintenance of target and slope of berm [minimum 9 m (10 yd)].

4. Preferred slope of impact berm face is 1:1 or steeper. For shallower slopes a bullet catcher is required. Top baffle must be placed as shown if used in lieu of all earth berm. Bullet catcher is 0.95 cm (3/8 in.) steel plate positioned above point of bullet impact at 90° angle to face of berm slope. Plate protrudes at least 0.6 m (2 ft) from face of berm.

Figure 14
Impact Berm for Open and
Partially Baffled Ranges

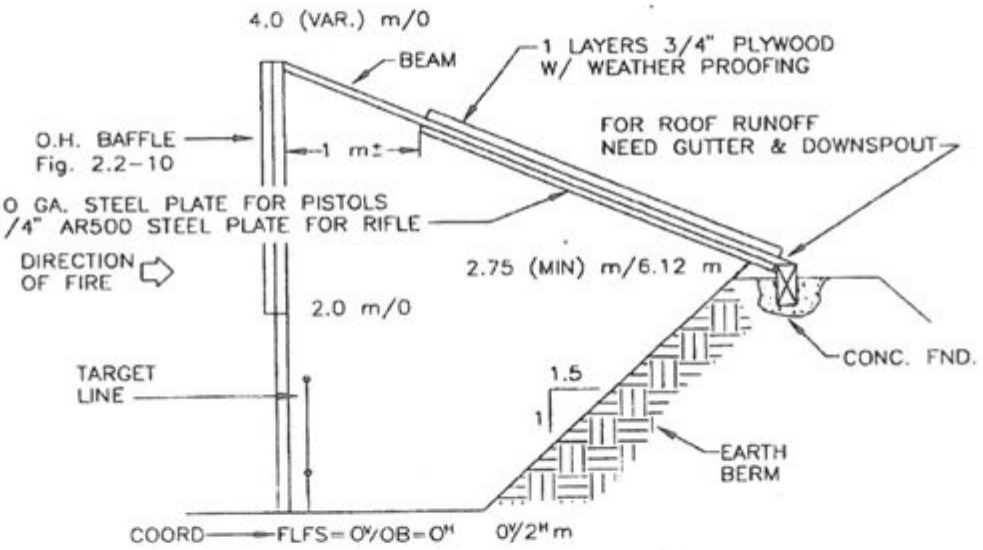


Figure 15
Outdoor Baffled Bullet Stop

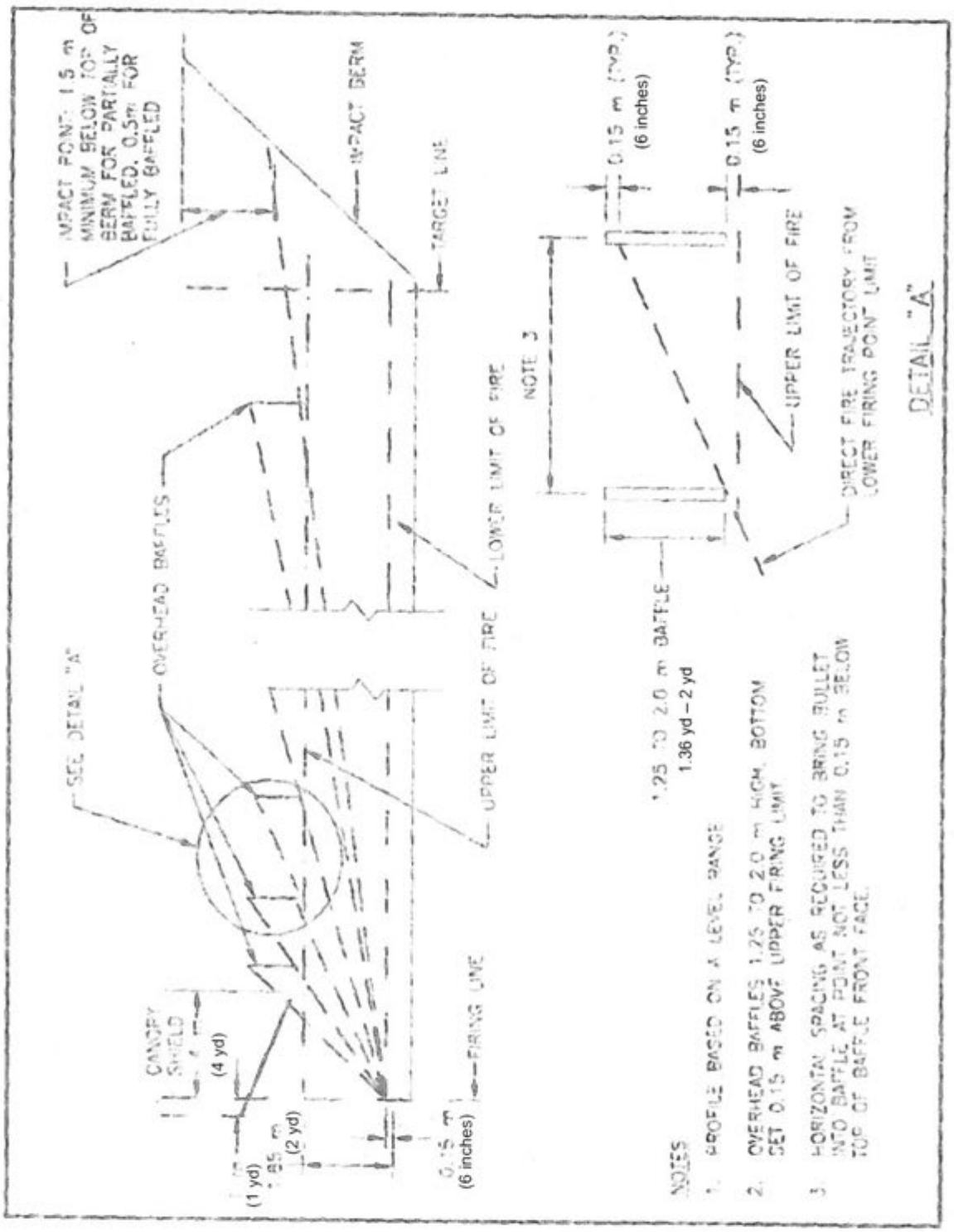


Figure 16
Baffled Range Profile

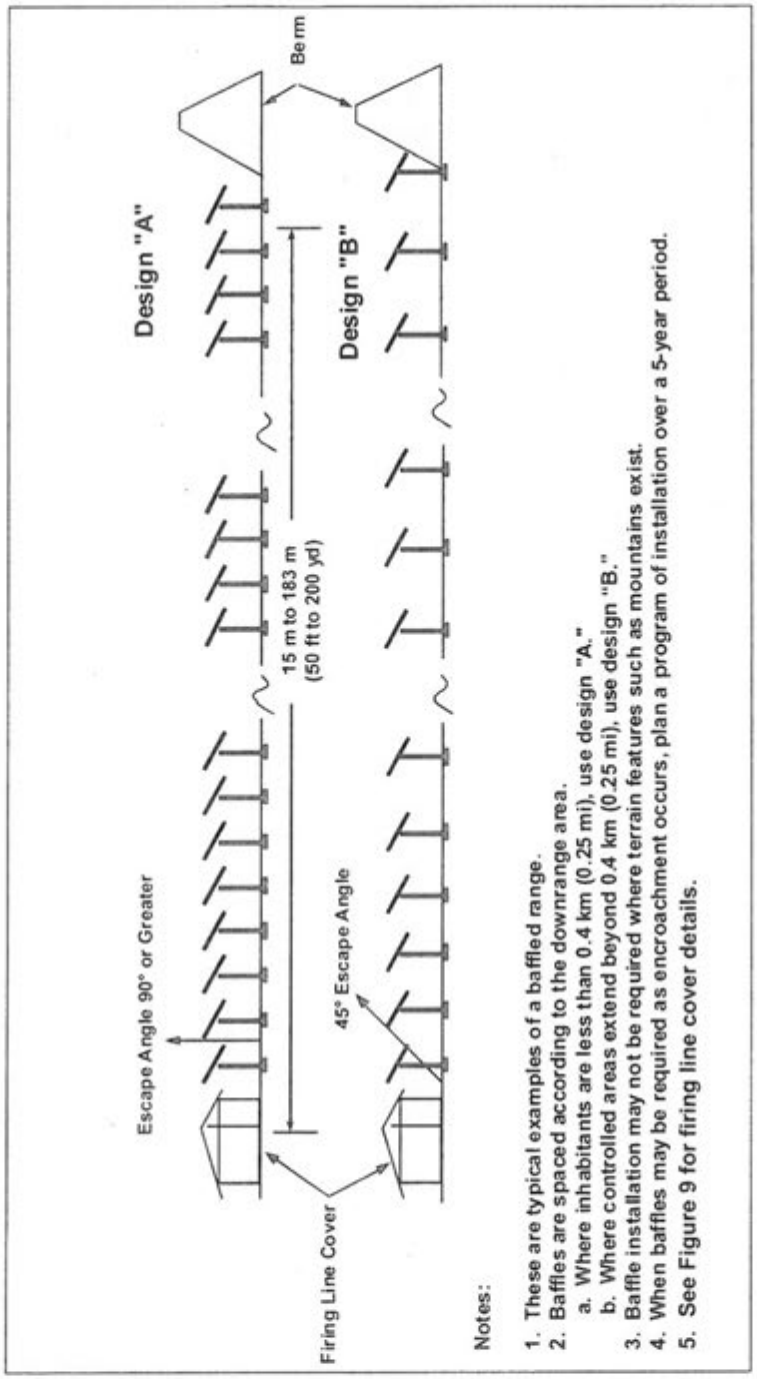


Figure 17
Baffle System Geometry

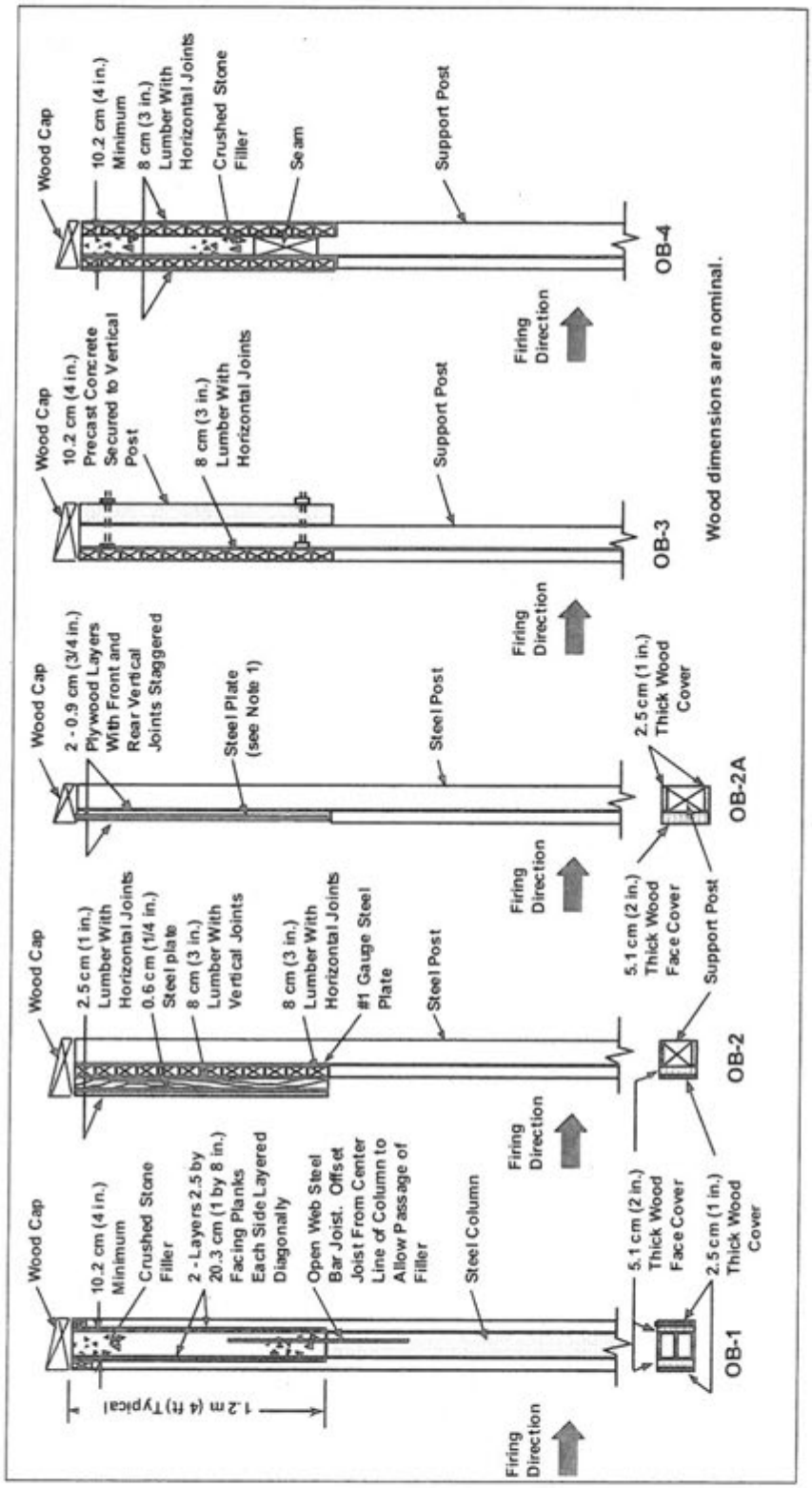


Figure 18
Overhead Baffle Ballistic Designs

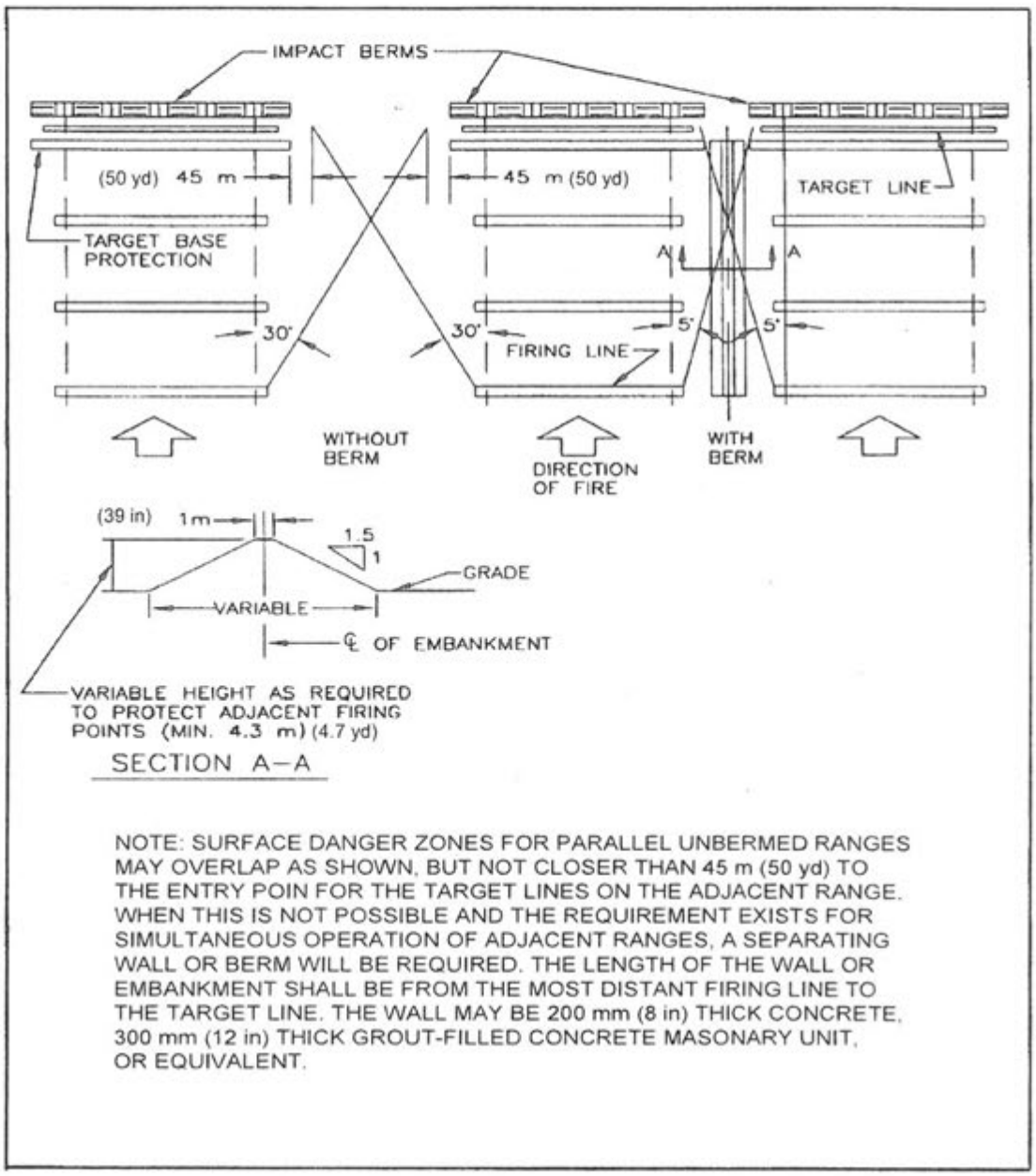


Figure 19
Parallel Ranges

TOWNSHIP OF RICHLAND

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF RICHLAND AMENDING THE TOWNSHIP ZONING ORDINANCE, CHAPTER 27, SECTIONS 303, 506 and 788 OF THE CODE OF THE TOWNSHIP OF RICHLAND, TO REVISE AND ESTABLISH REGULATIONS PERTAINING TO SHOOTING RANGE USES BY SPECIAL EXCEPTION AND, IN THE RR DISTRICT ONLY, AS AN ACCESSORY USE

I. Legislative Findings.

A. The Board finds that certain amendments are needed to clarify the Township's zoning regulations with respect to shooting ranges.

B. The Board has, pursuant to Section 609.2 of the Pennsylvania Municipalities Planning Code declared its ordinance provisions relating to shooting ranges to be substantively invalid and resolved to prepare a curative amendment to cure the invalidity;

C. The Board of Supervisors has given due public notice, held the requisite hearing and duly notified the Allegheny County Department of Economic Development as pertains to the proposed rezoning and the Planning Commission has made a recommendation.

II. Amendments. The Board of Supervisors of Richland Township ordains that the Zoning Ordinance of the Township of Richland, Chapter 27 of the Code of the Township of Richland, is hereby amended, as follows:

A. Section 27-303, Definitions, is revised to amend the definition of the term "Shooting Range, Indoor" to read. in its entirety, as follows:

> "Shooting Range, Indoor", a totally enclosed building that is equipped for the practice of shooting, including archery, where no activity associated with shooting is conducted outside the building."

B. Section 506.A, Permitted Accessory Uses & Structure in any Residential and Mixed Use Districts, is amended by adding thereto a new Section 27-506.A(11) to read:

(11) A Shooting Range, Indoor Use, shall be available as an accessory use to a single family dwelling in the RR District only, provided that all of the following criteria are met:

(a) The shooting range shall be located on a lot of at least 5 acres in size;

(b) The shooting range shall be available only for the private, recreational use of the owner or occupant of the lot and their guests;

(c) The applicant shall demonstrate that the use will be compatible with the adjacent residential neighborhood and will not adversely affect the residential use and enjoyment of adjoining lots.

(d) If located in a building separate from the principal building, the shooting range building shall be located at least 60 feet from any adjacent residentially zoned or used property and shall not be located closer to the front lot line than the principal buildings on the lot.

(e) The applicant shall also comply with the criteria at § 27-788 A, B, C, D and J.

C. Section 27-788, Shooting Range, Indoor, is amended to read, in its entirety, as follows:

A. The building and method of operation shall conform to any applicable Commonwealth of Pennsylvania, Environmental Protection Agency, and OSHA standards for indoor ventilation, emission into the atmosphere, and lead management.

B. The design and construction of the shooting range shall completely confine all ammunition rounds within the building and in a controlled manner.

C. The design and construction of the shooting range shall be certified by a registered architect or engineer in the State of Pennsylvania.

(1) The certified plans shall include the specifications and construction of the bullet trap(s), ceilings, exterior and interior walls and floors.

(2) The certified plans shall state what type and caliber of ammunition the shooting range is designed to totally confine.

(3) A security plan for the building shall be submitted which secures the shooting range against unauthorized entrants.

D. No ammunition shall be used in the shooting range that exceeds the certified design and construction specifications of the shooting range.

E. For shooting ranges that are other than used for private recreational purpose, firearms shall not be stored on the premises when the shooting range is closed for business, unless they are stored in an acceptable gun safe or other secure locking device.

F. On-site supervision shall be supplied at all times by an adult who is an experienced shooting range operator. The shooting range operator shall be responsible for the conduct of their place of business and the conditions of safety and order in the place of business and on the premises.

G. Each shooting range shall have a clear and concise safety plan. The plan must be reviewed annually and distributed to all shooting range users to study and use.

H. Minors shall not be allowed in the shooting range unless accompanied by an adult at all times. This provision shall not be interpreted to prohibit minors from participating in a firearm safety class which is supervised by an adult instructor.

I. In multi-tenant buildings, the shooting range shall be soundproofed to prevent the sound from being heard by persons in adjoining units.

J. The applicant shall have the burden to demonstrate that the shooting range is designed to promote the safety of all persons on the premises or on abutting property when the shooting range is being used. The applicant may meet its burden by showing compliance with applicable National Rifle Association or other generally recognized guidelines for shooting range design and safety, or by submitting evidence from persons with experience and expertise in shooting range design and safety.

III. Severability. The provisions of this Ordinance are severable. If any provision or part thereof is held to be illegal or invalid, the remaining provisions shall remain in full force and effect.

IV. Repeal. Any ordinance or part of any ordinance conflicting with this Ordinance is repealed to the extent of such conflict.

V. Effective Date. This Ordinance shall be effective immediately upon adoption.

ORDAINED AND ENACTED INTO LAW by the Board of Supervisors at a public meeting this _____ day of _____, 2012.

ATTEST: TOWNSHIP OF RICHLAND

_____ By: _____
Secretary Chair, Board of Supervisors

This Ordinance recorded in the Township Ordinance book on _____, 2012, by the undersigned.

_____
Township Secretary

DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor

FROM: Elizabeth H. Tyler, PhD, FAICP, Community Development Director

DATE: August 16, 2012

SUBJECT: An amendment to Table V-1, Article II, Article V, and Article VII of the Urbana Zoning Ordinance to establish standards for "Firearm Store" and "Private Indoor Firing Range" (Plan Case 2181-T-12)

Introduction

The Zoning Administrator is requesting that the Zoning Ordinance be amended to add use categories and restrictions for firearm stores and firing ranges. The proposed ordinance amendment would add definitions to Article II, add these uses to Table V-1 (Table of Uses), and add standard Special Use Permit conditions to Article VII of the Urbana Zoning Ordinance. Additionally, a restriction would be added under Article V for home occupations involving firearm sales.

The purpose of the proposed amendment is to address a deficiency in the Zoning Ordinance regarding two firearms-related uses. Recently, a business owner approached the City to determine where a principal use gun shop could be operated under Urbana zoning. The business, D & R Firearms, is looking to locate on one of two properties off of South Poplar or Glover Streets, north of Washington Street. Because the Zoning Ordinance's Table of Uses does not specify firearm stores or indoor firing ranges whatsoever, City staff has not been able to guide this potential new business in terms of procedures and standards.

For uses not listed in the Table of Uses, Section V-1.B of the Zoning Ordinance provides that "such use shall be subject to the regulations of the use (whether permitted by right, a conditional use, or special use) to which it is most related or similar, as determined by the Zoning Administrator." For firearm sales there are compatibility and security considerations that must be taken into account that do not apply to any other use listed in the Zoning Ordinance, and therefore there are no other uses that closely match the proposed use. Similarly, indoor firing ranges are not listed in the Table of Uses. In order for the City to preserve options in reviewing such proposed uses, it is necessary to first establish specific regulations by amending the Zoning

Ordinance. The draft ordinance under consideration would establish firearm stores and indoor firing ranges as Special Uses, limited to two zoning districts, and to be reviewed by the Plan Commission and City Council on a case-by-case basis.

It is important to note that this Zoning Ordinance amendment is intended to address the process and standards for potential firearm stores and indoor firing ranges. The amendment is not intended to address firearm ownership; nor is it intended to address firearm sales generally as an activity. Based on legal research, it would be in the best interest of the City to adopt procedures and standards for potential firearm stores and indoor firing ranges, consistent with the City's comprehensive planning policies and land use restrictions.

The Urbana Plan Commission held a public hearing on this case at their July 19, 2012 and August 9, 2012 meetings. Approximately 28 members of the public attended the July 19 meeting, and three members of the public attended the August 9 meeting. Representatives of D&R Firearms attended both public hearings and answered questions from the Plan Commission about Federal and State regulations, procedures, and the local market for such uses. Following the public hearing on August 9, the Plan Commission, by a vote of 6-ayes and 1-nayes, recommended approval with five specific amendments. The attached draft ordinance incorporates these recommended amendments.

Background

Federal Regulatory Context
Firearm sales are licensed and regulated by the Federal Bureau of Alcohol, Tobacco, and Firearms (ATF). There are several federal laws that apply to firearm sales, including the Gun Control Act (18 U.S.C. Chapter 44), the National Firearms Act (26 U.S.C. Chapter 53), and the National Instant Criminal Background Check System (24 CFR Part 25). These laws require that anyone selling firearms obtain a license from ATF and meet their requirements for record-keeping, storage, background checks, and limiting sales to adults. A comprehensive list of federal laws regarding firearms is available at http://www.atf.gov/publications/firearms/.

State Regulatory Context
Additionally, the State of Illinois has its own laws regarding firearms. Those wishing to purchase or sell firearms must qualify for and obtain a state-issued Firearm Owner's Identification card (FOID). For FOID card holders, state law imposes a 72-hour waiting period to purchase handguns and a 24-hour waiting period to purchase long guns. Gun dealers must comply with strict record-keeping and must have the State Police approve each firearm transaction in advance. Illinois also bans sales of firearms at schools and establishments that sell liquor. A complete compilation of State of Illinois laws and statutes regarding firearms can be found at: http://www.atf.gov/publications/download/p/atf-p-5300-5-2011/atf-p-5300-5-illinois-2011.pdf. This document also abstracts municipal firearm regulations reported to the ATF.

Illinois Municipal Context

Generally, the Illinois Legislature provides municipalities broad authority to regulate firearms and ammunition. Illinois' Firearms Owners Identification Card Act provides that "[t]he provisions of any ordinance enacted by any municipality which requires registration or imposes greater restrictions or limitations on the acquisition, possession and transfer of firearms than are imposed by this Act, are not invalidated or affected by this Act." The attached *Zoning News Bulletin* (Exhibit A) outlines a range of issues and solutions municipalities typically have for firearm-related uses. Research of municipal ordinances regarding firearm sales shows that many communities do not regulate firearm sales but instead rely solely upon state and Federal statutes. For example, the City of Champaign classifies firearm sales as a retail use allowed anywhere retail sales are permitted. It should be noted that the City of Champaign does restrict firearms sold at pawn shops through their city code, including prohibiting window display and requiring a burglar alarm.

Zoning. For cities regulating firearm sales, a standard approach is through zoning standards. Nationally, such regulations often include minimum distances from schools, parks, places of worship, and other firearm stores. In Illinois, some municipalities, principally in Cook County, have imposed minimum distance requirements for firearm stores and indoor firing ranges from other such uses, and from schools, parks, and places of worship.

Courts have upheld municipal restrictions on the location of gun sales within a specified distance of schools, playgrounds, parks, and places of worship. And because firing ranges may create excessive noise and pollution, courts have also prohibited ranges from operating in locations that are too close to residences. But the restrictions must be reasonable. In *Illinois Sporting Goods Association v. County of Cook* (1994), the U.S. District Court for the Northern District of Illinois found that a half-mile distance requirement for firearm stores from schools and parks was a valid exercise of the County's police power because it was rationally related to the governmental interest in reducing firearm violence among youth. However, the Court issued a preliminary injunction against the County because the regulations imposed this distance requirement only to sporting goods shops and gun stores and not to other businesses selling firearms, such as "big box" retailers. Some suburban Chicago municipalities have until recently continued to require a half mile separation for gun stores. The Village of Lincolnwood is currently considering reduction reducing their minimum distance requirement from half a mile to 800 feet.

More recently in Illinois, court decisions have led two Cook County municipalities to either drop or reduce minimum distance requirements. Following a landmark U.S. Supreme Court decision in 2010 -- *McDonald et al v City of Chicago et al* – the Village of Oak Park's Public Health Board, following an extensive review of evidence over a series of public meetings, recommended against imposing rules such as minimum distance requirements. And similarly, after the 7th Circuit Court of Appeals (*Ezell v City of Chicago*) overturned a City of Chicago ban on indoor firing ranges in July 2010, the City of Chicago first allowed indoor firing ranges no closer than 1,000 feet to any home, school, place of worship, park, retail sales of liquor, library, museum, hospital, or place of children activities. After these restrictions were challenged in court as being too harsh, the City of Chicago in 2011 reduced the distance to 500 feet. In short, municipal minimum distance requirements for businesses

involving firearms must be reasonably constructed and applied, and rationally related to serving an important public purpose.

Zoning standards for firing ranges are less common than those for firearm sales. Cities regulating firing ranges typically concentrate on outdoor ranges, requiring location on larger parcels with ample setbacks from neighboring properties. Such requirements generally keep outdoor firing ranges to the mostly rural or fringe areas around cities, reducing the chance that they will negatively impact urban neighborhoods. Where permitted, indoor firing ranges generally have fewer use restrictions. Design standards published by the federal government may be adopted to ensure safety and low noise impacts on adjacent properties.

The National Shooting Sports Foundation lists some 225 sporting ranges in Illinois, including indoor and outdoor firing ranges, skeet clubs, and archery ranges, meaning that many Illinois communities have been able to accommodate such uses.

Licensing. Nationally, some communities provide standards through licensing rather than zoning. They require city-licensing of firearm dealers in addition to Federal licensing. Licensing programs have been used by municipalities to require more detailed record-keeping or daily reporting, fingerprinting of gun purchasers, annual inspections, and collection of fees. The Village of Northbrook, Illinois, has used its licensing program to restrict sale of handguns. Some cities also limit the number of firearm dealer licenses, much like they do for liquor or taxi licenses. This approach may work well for larger cities that have a high concentration of gun shops.

City of Urbana Zoning

The City of Urbana currently has no zoning standards for principal use firearm sales (gun shops) or firing ranges. Table V-1 of the Zoning Ordinance does not list firearm sales or gun shop as a principal use. According to Section V-1.B of the Zoning Ordinance, when a principal use is proposed to be established that is not listed in Table V-1, the Zoning Administrator shall determine what is the most related or similar use. The proposed use would then be allowed under the same regulations as the most similar use. In the case of firearm sales, there is no similar use provided in the Table of Uses, due to the special considerations unique to this use.

"Sporting goods store" is a related use, but it is not generally similar. A sporting goods store sells a variety of merchandise, including clothing, fitness equipment, and sport-specific equipment. Sporting goods stores sometimes sell firearms for hunting or target shooting, but is only a component of a larger retail business. Similarly, a general merchandise store such as Walmart may sell firearms in their sports or outdoor department. Firearm sales would generally be allowed as an accessory use for these stores if it is a small part of their business. These businesses must have a federal license to sell firearms. Staff is not aware of any sporting goods stores or general merchandise stores that sell firearms within the City of Urbana. Pawn shops are locations in the City where firearms are known to be sold. As with sporting goods and general merchandise stores, firearm sales are a small part of the business and considered an accessory to the principal use.

Site Security Plan

To better understand the aspects of site security planning for home-based firearms dealers, City staff on August 3, 2012 met on site with the owners of D&R Firearms which operates under a City home occupation permit. Site security features of note include secure storage of firearms in construction-type storage boxes bolted to concrete floors; window bars; alarm activated by motion sensors, contacts, and push button; barred windows; barred and reinforced exterior doors; security signs; and preset procedures in case of emergency. Urbana Police and Fire and METCAD all have a copy of the security plan so that they can respond accordingly in case of emergency.

Discussion

Firearm sales are proposed to be added to the Table of Uses as Special Use Permit, along with standard conditions designed to promote the safety and general welfare of the public. Firearm sales would only be allowed in Urbana's IN-1 (Light Industrial/Office) and B-3 (General Business) zoning districts and only as Special Uses. The B-3 district is intended for general commercial activity for uses that are more intense than those allowed in neighborhood business districts. While a gun shop is not a high-impact use in terms of generating vehicle trips, excessive noise, or other potential nuisances, it may not be compatible with residential and institutional uses. The IN-1 district is designed to provide for limited retail commercial uses, in addition to office and light industry. Properties zoned IN-1 are generally located in areas that are not next to residences.

Requiring a Special Use Permit will give Plan Commission and City Council a chance to review each proposed gun shop application. Per Section VII-V of the Zoning Ordinance, Special Use Permits are evaluated on the following factors:

- Is the proposed use conducive to the public convenience at the proposed location?
- Is the proposed use designed, located, operated so that it will not be unreasonably injurious or detrimental to the district it is in or to the public welfare?
- Does the proposed use conform to the applicable regulations and standards of, and does it preserve the essential character of the district?

City Council may require additional conditions for individual Special Use Permits as deemed necessary for the public health, safety, and welfare. In addition to these criteria, City staff and the Plan Commission are recommending standard conditions that all principal use firearm sales businesses meet. Rather than minimum distance requirements, the Plan Commission is recommending an increased public notice requirement to notify property owners within 500 feet rather than the normal 250 feet from the proposed Special Use. Additionally, conditions would include limited hours of operation, prohibition of unaccompanied minors in gun stores, prohibition of display of guns and ammunition in windows, and a security plan approved by the Chief of Police.

The Urbana Plan Commission discussed whether to impose standard minimum distance requirements for firearm stores and firing ranges from potentially sensitive land uses nearby. The Urbana Zoning Ordinance now has minimum distance requirements for other uses, including: Outdoor Commercial Recreational Enterprises, Riding Stables, Kennels, Veterinary Hospitals, Truck Terminals, Billboards, Adult Entertainment Uses, Telecommunication Towers, and Wind Turbines.

Additionally the State of Illinois requires a minimum 100 feet between any retail sales of liquor and any "church, school other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station, provided that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business carried on . . ." Urbana City Codes generally require public hearings for issuance of new liquor licenses.

Given the intent of this amendment to address firearm stores and indoor firing ranges and not firearm sales generally, and in light of recent court decisions, the Plan Commission is not recommending distance restrictions. Rather, the Plan Commission recommends that public hearing noticing for these uses be expanded, and that potentially sensitive adjacent land uses be handled on a case-by-case basis through the public hearing process.

Two related text amendments have been included with this plan case: requiring an approved security for home occupations involving firearms, and permitting private firing ranges as a special use in certain districts. Currently the Zoning Ordinance does not address home occupations that deal with firearms. The home occupation ordinance does not distinguish different types of businesses; instead it regulates businesses based on how they impact their surrounding neighborhood. Home offices and mail-order/internet businesses are generally approved, but retail uses that depend on walk-in customers are not allowed.

For firearm sales as a home business, one major concern is securing weapons kept in the home. All businesses must advertise in some fashion to potential clients, but advertising that one's home contains a number of firearms poses a security risk, even if those weapons are secured in a gun safe. For home businesses involving firearms, allowing limited clientele through special orders would require very limited stock. This combined with a required site security plan will address many concerns.

Firing ranges are another use involving firearms that is not addressed in the Zoning Ordinance. Staff has received inquiries about potential firing range businesses in the past. These uses are generally recreational, but could have impacts on surrounding properties if not properly designed and constructed. Primary concerns include safety for users of the range and adjacent properties, and noise for surrounding properties. These concerns are addressed in federal guidelines for Range Design Criteria (www.hss.doe.gov/SecPolicy/pfs/Range_Design_Criteria.pdf). Staff is

proposing to define an indoor firing range as a use that meets the federal range design criteria. The criteria include specifications for baffles, backstops, HVAC systems, sound-proofing, and other requirements to ensure that ricochets do not escape the building or harm users, and that sound from discharging weapons will not affect neighbors. Any potential indoor firing range would also have to ensure noise levels do not exceed the City's noise standards. Outdoor firing ranges are not being addressed as part of this Zoning Ordinance amendment as more study is needed to draft proper standards.

Comprehensive Plan

The following goals and objectives of the 2005 Urbana Comprehensive Plan relate to this case:

Goal 17.0 Minimize incompatible land uses.

Objectives

17.1 Establish logical locations for land use types and mixes, minimizing potentially incompatible interfaces, such as industrial uses near residential areas.

17.2 Where land use incompatibilities exist, promote development and design controls to minimize concerns.

The proposed text amendment would accomplish these goals by establishing logical locations for potentially incompatible firearm-related uses, separate from residential and institutional uses. It would also add design controls to minimize incompatibilities between uses.

Proposed Text Amendment

Based on the comments provide at the public hearing held by the Urbana Plan Commission on July 19 and August 9, 2012, as well as specific amendments recommended by the Plan Commission, the following revised Zoning Ordinance text amendment is proposed. Underlined words indicate proposed text to be added to the Zoning Ordinance.

Section II-3. Definitions

Section II-3, Definitions, of the Urbana Zoning Ordinance, would be amended by adding the following new definitions.

Firearm: Any device from which a projectile is discharged by gunpowder through a barrel.

Firearm Store: A retail store that derives its principal income from buying and selling firearms, with or without sale of ammunition and/or firearms accessories.

Firing Range, Private Indoor: A building inside of which club members, or the public at large, discharge firearms for target practice.

Section V-13, Regulation of Home Occupations

Section V-13, Regulation of Home Occupations, of the Urbana Zoning Ordinance would be amended by adding the following condition for administrative approval of any home occupation permit involving sale of firearms.

H: The sale of firearms as a home occupation shall require approval of a site security plan by the Urbana Police Chief, or designee, with renewal every three years.

Table V-1. Table of Uses

Table V-1, Table of Uses, of the Urbana Zoning Ordinance would be amended by adding the following new principal uses and footnotes.

Principal Uses	R-1	R-2	R-3	R-4	R-5	R-6	R-6B	R-7	AG	B-1	B-2	B-3	B-3U	B-4	B-4E	CCD	CRE	MOR	IN-1	IN-2
Firearm Store†												S							S	
Private Indoor Firing Range††									S								S		S	

† See Section VII-5.D for Standards for Firearm Stores
†† See Section VII-5.E Standards for Private Indoor Firing Ranges

Section VII-5. Special Use Terms and Conditions

The following standard conditions would be required of any firearm store or private indoor firing range issued a Special Use Permit as authorized by the Urbana City Council.

D. The following conditions shall apply to any Firearm Store:

1. Public hearing notification requirements of Section XI-10.B of the Urbana Zoning Ordinance shall be increased from 250 feet to 500 feet.
2. Approval of a site security plan by the Urbana Chief of Police, or designee, shall be a condition for approval of a Special Use Permit. Updated site security plans shall be submitted to the Police Chief at least every three years.
3. Firearms and ammunition shall not be displayed in windows.
4. Hours of operation shall be limited to 9:00 a.m. to 9:00 p.m.
5. No individual under the minimum age to purchase a firearm in the State of Illinois shall be allowed on the premises unless accompanied by a parent or legal guardian.

E. The following conditions shall apply to any Indoor Firing Range:

1. Public hearing notification requirements of Section XI-10.B of the Urbana Zoning Ordinance shall be increased from 250 feet to 500 feet.

2. Private Indoor Firing Ranges shall conform to U.S. Department of Energy's Range Design Criteria or subsequent criteria.
3. No individual under the minimum age to purchase a firearm in the State of Illinois shall be allowed on the premises unless accompanied by a parent or legal guardian.
4. Hours of operation shall be limited to 9:00 a.m. to 9:00 p.m.

Summary of Findings

1. The Zoning Administrator is proposing to amend the Urbana Zoning Ordinance in order to establish regulations for firearms-related uses, which are currently not addressed in the Table of Uses.

2. Firearms sales are regulated by federal and state laws, and are licensed through the Bureau of Alcohol, Tobacco, and Firearms.

3. The proposed amendment will modify Articles II, V, and VII of the Urbana Zoning Ordinance to allow firearm stores and indoor firing ranges in limited districts under specific conditions.

4. The proposed amendment would require a security plan; limit hours of operation; and bar entry of Firearm Stores by unaccompanied minors.

5. The proposed amendment will require firearm stores and indoor firing ranges to be approved by City Council as a Special Use and with expanded notification requirements.

6. The proposed amendment will provide standards to ensure firearm sales and firing ranges do not have a negative impact on surrounding properties.

7. The proposed amendment is consistent with the goals and objectives of the 2005 Urbana Comprehensive Plan to minimize potentially incompatible land uses and to promote design controls to minimize concerns.

8. The proposed amendment conforms to notification and other requirements for the Zoning Ordinances as required by the State Zoning Act (65 ILCS 5/11-13-14).

Options

The Urbana City Council has the following options regarding Plan Case 2181-T-12:

a. Approve the proposed Zoning Ordinance amendment;
b. Approve the proposed Zoning Ordinance amendment with specific suggested changes; or
c. Deny the proposed Zoning Ordinance amendment.

Recommendation

The Urbana Plan Commission on August 9, 2012, by a vote of 6-ayes and 1-nay, recommended **APPROVAL** of proposed Zoning Ordinance amendment as attached. City staff likewise recommends approval.

Under Illinois State law, the City of Urbana would need to report any municipal regulations of firearms to the State Police within 30 days of passage.

Prepared by:

Robert Myers, AICP
Planning Manager

Attachments:

Draft ordinance
Plan Commission minutes, July 19, 2012; August 9, 2012
Exhibit A: "On the Firing Line", *Zoning News Bulletin*, February 2000

cc: Patrick Connolly, Urbana Police Chief
Curt Borman, City Attorney
Dean Hazen
Roger Tillman
Marcus Harris

ORDINANCE NO. ____-__-___

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF URBANA, ILLINOIS (Revising Table V-1, Article II, Article V, and Article VII to establish standards for "Firearm Store" and "Private Indoor Firing Range" - Plan Case No. 2181-T-12)

WHEREAS, the City Council of the City of Urbana, Illinois adopted Ordinance #9293-124 on June 21, 1993 which adopted the 1993 Comprehensive Amendment to replace the 1979 Comprehensive Amendment to the 1950 Zoning Ordinance of the City of Urbana which is also known as the Urbana Zoning Ordinance; and,

WHEREAS, the Zoning Administrator is proposing to amend the Urbana Zoning Ordinance in order to establish procedures and standards for firearm stores, firing ranges, and home occupations involving firearm sales; and

WHEREAS, the proposed amendment will require firearm stores and indoor firing ranges to be reviewed by the Urbana Plan Commission and City Council on a case-by-case basis as part of the Special Use Permit process; and

WHEREAS, said text amendment is consistent with the goals and objectives of the Urbana Comprehensive Plan; and

WHEREAS, after due publication in accordance with Section XI-7 of the Urbana Zoning Ordinance and with Chapter 24, Section 11-13-14 of the Illinois Revised Statutes, the Urbana Plan Commission held a public hearing on this application at their July 19, 2012 and August 9, 2012 meetings; and

WHEREAS, the Urbana Plan Commission on August 9, 2012 voted 6 ayes to 1 nay to recommend approval with specific changes based on public comments;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, that the Urbana Zoning Ordinance shall be amended as follows:

Section 1. That Section II-3, Definitions, of Urbana Zoning Ordinance is hereby amended to add the following new definitions:

Firearm: Any device from which a projectile is discharged by gunpowder through a barrel.

Firearm Store: A retail store that derives its principal income from buying and selling firearms, with or without sale of ammunition and/or firearms accessories.

Firing Range, Private Indoor: A building inside of which club members, or the public at large, discharge firearms for target practice.

Section 2. That Section V-13, Regulation of Home Occupations, of the Urbana Zoning Ordinance is hereby amended to add the following new requirement:

H: The sale of firearms as a home occupation shall require approval of a site security plan by the Urbana Police Chief, or designee, with renewal every three years.

Section 3. That Table V-1, Table of Uses, of Urbana Zoning Ordinance is hereby amended by adding the following new uses and footnotes:

Table V-1. Table of Uses

Principal Uses	R-1	R-2	R-3	R-4	R-5	R-6	R-6B	R-7	AG	B-1	B-2	B-3	B-3U	B-4	B-4E	CCD	CRE	MOR	IN-1	IN-2
Firearm Store†												S							S	
Private Indoor Firing Range††									S								S		S	

† See Section VII-5.D for Standards for Firearm Stores
†† See Section VII-5.E Standards for Private Indoor Firing Ranges

Section 4. That Section VII-5, Special Use Terms and Conditions, of the Urbana Zoning Ordinance is hereby amended by adding the following new conditions:

D. The following conditions shall apply to any Firearm Store:

1. Public hearing notification requirements of Section XI-10.B of the Urbana Zoning Ordinance shall be increased from 250 feet to 500 feet.

2. Approval of a site security plan by the Urbana Chief of Police, or designee, shall be a condition for approval of a Special Use Permit. Updated site security plans shall be submitted to the Police Chief at least every three years.
3. Firearms and ammunition shall not be displayed in windows.
4. Hours of service shall be limited to 9:00 a.m. to 9:00 p.m.
5. No individual under the minimum age to purchase a firearm in the State of Illinois shall be allowed on the premises unless accompanied by a parent or legal guardian.

E. The following conditions shall apply to any Indoor Firing Range:

1. Public hearing notification requirements of Section XI-10.B of the Urbana Zoning Ordinance shall be increased from 250 feet to 500 feet.
2. Private Indoor Firing Ranges shall conform to U.S. Department of Energy's Range Design Criteria or subsequent federal criteria.
3. No individual under the minimum age to purchase a firearm in the State of Illinois shall be allowed on the premises unless accompanied by a parent or legal guardian.
4. Hours of operation shall be limited to 9:00 a.m. to 9:00 p.m.

Section 5. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities. This Ordinance shall be in full force and effect from and after its passage and publication in accordance with the terms of Chapter 65, Section 1-2-4 of the Illinois Compiled Statutes (65 ILCS 5/1-2-4).

Section 6. The City Clerk is directed, within 30 days passage of this ordinance, to submit a copy to the Illinois Department of State Police, in conformance with Section 65/13.3 of the Firearm Owners Identification Card Act (430 ILCS 65).

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the _____ day of _____, 2012.

PASSED by the City Council this _____ day of _____, 2012.

AYES:

NAYS:

ABSTAINED:

_____
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,2012.

_____
Laurel Lunt Prussing, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois. I certify that on the _____ day of _____, 2012, the corporate authorities of the City of Urbana passed and approved Ordinance No. _____, entitled "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF URBANA, ILLINOIS(Revising Table V-1, Article II, Article V, and Article VII to establish standards for "Firearm Store" and "Private Indoor Firing Range" - Plan Case No. 2181-T-12)" which provided by its terms that it should be published in pamphlet form. The pamphlet form of Ordinance No. _____, including all of its attachments, was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the _____ day of _____, 2012, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this _____ day of _____, 2012.

ZONING News
FEBRUARY 2000
AMERICAN PLANNING ASSOCIATION
APA

On the Firing Line: Zoning for Gun-Related Uses

By Michael Davidson

Few issues have received more attention in recent decades than the implications of firearms. Gang-related warfare, school rampages, and post office shootings spurred a passionate debate between those defending the right to bear arms and those concerned about the violence in society. *Zoning News* will not delve into moral issues or the state of American culture. Rather, this issue will address the land-use requirements of gun-related enterprises, including firearms dealers and shooting ranges.

Is Nothing Untouched by Sprawl?

Outdoor shooting ranges have fallen victim to incompatible zoning. As the countryside succumbs to urbanization and farms are sold to developers, range operators find themselves uncomfortably close to the residents of new subdivisions. Annoyed and concerned homeowners, neighborhood associations, and town zoning boards complain about noise and related nuisances coming from the nearby shooting range.

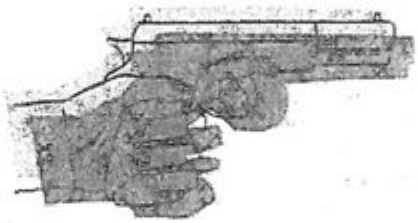
Most outdoor shooting ranges are classified as agricultural, industrial, or recreational uses, and therefore are zoned appropriately where few residential uses are present. Even then, a jurisdiction may take extra measures to minimize the impact of the land use. For example, Durham, North Carolina, gives outdoor shooting ranges a "buffer intensity" classification in the city's rural zoning district.

Ohio enacted legislation in 1998 to protect owners, operators, and users of existing shooting ranges from the ramifications of sprawl. Ranges that were established in isolated areas years ago came under fire when encroaching residential development led to legal action over noise. Supporters of the legislation argued for protection similar to that given farmers under Ohio's Right-to-Farm Law. The law provides limited immunity from civil and criminal liability to persons who own, operate, and use shooting ranges that are in "substantial compliance" with standards established by the Division of Wildlife in Ohio's Department of Natural Resources. The law prohibits courts from issuing injunctions against shooting ranges for nuisances if they find that a range is in substantial compliance with state standards. The law also affects the manner in which local governments can regulate ranges with measures such as zoning.

The law's greatest effect is on the "reconstruction, enlargement, remodeling, or repair" of structures or facilities that are part of an existing shooting range. However, it offers minimal protection from local regulations addressing the establishment of new shooting ranges, which must comply with all existing local ordinances. Under the new law, all shooting ranges will abide by the general development standards that apply to all structures in a county or township. The rules adopted by the Division of Wildlife for the reconstruction, enlargement, remodeling, or repair of a shooting range and its related facilities do not preempt local laws. However, locally adopted standards may no longer be authorized if they specifically target facilities or structures that are part of a shooting range.

No Guns in My Back Yard

Zoning ordinances ensure that compatible land uses are placed in zoning districts that will minimize or prevent land-use conflicts. Concerns over gun-related enterprises include the buffering and screening of shooting ranges for aesthetic reasons and to prevent bullets and projectiles from leaving the premises. Other concerns focus on firearm noise, devaluation of property near gun dealers and ranges, the perpetuation of crime, illegal firearms sales, and gun accessibility to minors and persons without licenses.



Outdoor shooting ranges have fallen victim to incompatible zoning. As the countryside succumbs to urbanization and farms are sold to developers, range operators find themselves uncomfortably close to the residents of new residential subdivisions.

Many ordinances eliminate gun dealing in residential areas altogether. Opponents of the dealers argue that "kitchen-table" operations pose a potential threat to nearby residents. The homes of such enterprises may not be equipped with the state-of-the-art security systems often found in commercial buildings. Storefront gun shops are typically required by ordinance to place bars on the windows and doors, employ security personnel, and install bulletproof glass. Gun inventories in stores are kept in locked cases, accessible to customers only when a trained professional is present. There is also the risk associated with residential gun dealers who do not keep sufficient records or conduct background checks on customers. Both offenses violate many state and federal laws.

Municipal ordinances can effectively deter kitchen-table operations by requiring a local dealer's license. For example, the dealer may be required to present proof that the operation exists outside a residential neighborhood and away from schools, day care centers, parks, liquor stores, bars, and other firearms dealers. All these areas are frequently deemed sensitive by local officials.

Zoning provisions can restrict firearm dealers to commercial areas. Lafayette, California, requires that dealers first obtain a land-use permit before opening shop. Applicants must also go

Permitted and Conditional Uses for Commercial Districts, Pleasanton, California*

Use	CR (sa)	CR (p)	CN	CC	CS	CF	CA
Antique stores, no firearm sales				P			
Antique stores with sales of antique firearms				C			
Catalog stores, no firearm sales	P	P		P			
Catalog stores with firearm sales	C	C		C	C		
Firearm sales	C	C		C			
Firearm sales in which no more than 10 firearms are stored on site at any one time and the majority of firearms are sold through catalogs, mail order, or at trade shows	C	C		C	C		
Gunsmiths	P	P		P	P		
Shooting Galleries, indoors with firearm sales	C			C	C		
Sporting goods stores, no firearm sales	P	P	P	P			
Sporting goods stores, with firearm sales	C	C		C			

*P = Permitted Use C = Conditional Use
CR (sa) = Regional Commercial (enclosed mall), CR (p) = Regional Commercial (peripheral area stores not in mall),
CN = Neighborhood Commercial, CC = Central Commercial, CS = Service Commercial, CF = Freeway Commercial
CA = Automobile Commercial

through a public hearing process before the local plan commission to allow for public input. Still, the land-use permit is not lawful until the applicant secures a local police permit and meets federal and state licensing requirements. Such measures have reduced dramatically the number of residential gun dealers throughout the country. Oakland, California, passed its own comprehensive gun dealer ordinance in 1992, reducing the number of local dealers from 115 to six.

The owners of some storefront gun shops in Illinois actually lobbied against residential dealers by supporting President Clinton's 1994 crime bill, which gave local governments more regulatory power over gun dealers. Until then, dealers in some of Chicago's southern suburbs could hold a permit to sell firearms even if the business was violating a state law or a local ordinance. Shop owners say their support for the bill arose from concerns about image rather than profits.

Banning guns in residential zones was not the only important objective of an ordinance passed in Los Angeles County, California. Requiring gun dealers to have a "fixed place of business where all licensed activities will be conducted" helps to eliminate illegal gun sales conducted out of the trunks of cars. The ordinance requires the dealer to be the legal occupant of the place of business, which cannot be a United States post office box address or a private commercial mailbox. The dealer also must prove that he is the owner, lessee, or other legal occupant of the fixed place of business. Any subsequent license will specify the post office address of the dealer's business.

Commercial districts are certainly not immune to the banishment of gun-related enterprises. Culver City, California, circulated a petition to adopt a zoning measure entitled "The Safe School Zones Ordinance of 1999," which would restrict certain uses, including gun shops, within 500 feet of public and private schools, regardless of the location. The petition states: "Not all commercial development is incompatible with school zones. A proper balance can be reached that enhances our business districts, but without sacrificing the health, safety, and well-being of our children in the process."

Permitted or Not?

When gun-related enterprises are not listed as a use by right (permitted use) in a zoning district, owners are required to traverse through a lengthy administrative process to determine whether the operation is permissible through an alternate measure. Lafayette's gun-related enterprises are not allowed in commercial districts as a permitted use. A firearms dealer must apply for and obtain a land-use permit before conducting business in a commercial area. Conversely, indoor ranges are listed as permitted uses in the planned industrial districts and the light and heavy industrial districts of Mankato, Minnesota, which requires applicants to embark on the somewhat less difficult process of acquiring a business license, building permit, certificate of occupancy, etc., and complying with any performance standards established by the federal, state, and local governments. Such a process is certainly less burdensome for the planning staff, as the land-use implications of a permitted use are relatively marginal and the paperwork minimal.

Nonconforming use. The preexisting nonconforming use, one which may be referred to as having "grandfather" status, is unavoidable for zoning administrators as cultural interests and living styles change and cities continue to grow. Despite such conflicts, some of the now "nonconforming" uses will be allowed to stay, albeit with restrictions. Even a minor structural modification of a gun facility could result in the termination of its nonconforming status, as stated in the Ohio law. The owner of a Michigan gun club wanted to expand his building to include a new range. The request was denied because of the club's status as a preexisting nonconforming use, and to change or alter the use would violate the law, rendering the facility "different" and making it a potential threat to the area with which it was once thought compatible.

Conditional or special use. Subject to the high standards of planning and design, as well as the general standards established in the ordinance, conditional or special uses are allowed in districts that do not have them as a permitted use. These add flexibility to the ordinance by allowing a previously unwanted land use to be developed with minimal negative consequences to neighboring properties. Zoning boards typically approve a conditional or special use when that use is compatible with the surrounding area. Present and future compatibility with the surrounding area is an extremely important consideration that zoning administrators, who may have the prerogative of designating the restrictions, should take seriously. Violation of any of the conditions could result in a loss of the permit or some other penalty. Any changes, however minor, to grandfathered outdoor ranges in Cowlitz County, Washington, require the issuance of a special use permit, rendering the entire facility subject to the standards of a new ordinance.

In Santa Monica, California, conditional uses (which include any "business or use which sells, transfers, leases, offers or advertises for sale, transfer or lease any firearm or munitions in any location where such business is permitted") may be granted if the following criteria are met:

- The proposed use will not adversely affect the welfare of neighborhood residents in a significant manner.
- The proposed use will not contribute to an undue concentration of similar uses in the area.
- The proposed use will not detrimentally affect nearby neighborhoods, considering the distance of the use to residential buildings, churches, schools, hospitals, playgrounds, parks, and other existing similar uses.
- The proposed use is compatible with existing and potential uses within the general area.
- The public health, safety, and general welfare are protected.
- No harm to adjacent properties will result.

- The proposed use is not within 1,500 feet of any other similar use, any day care facility, or any elementary, middle, junior, or high school.

Special use provisions for outdoor shooting ranges in New Hanover County, North Carolina, require that:

- all shooting areas shall be set back a minimum distance of 100 feet from any street right-of-way.
- the firing range shall have a natural earth embankment at least 10 feet high placed behind all targets within the shooting area.
- the firing range shall be posted "No Trespassing—Danger—Shooting Range," at 100-foot intervals around the perimeter.
- at least one qualified individual in the sponsoring club or organization shall be certified for shooting range supervision. Each facility shall adopt safety rules and regulations as determined by the sponsoring club or organization.
- the firing range shall be covered by a minimum of $300,000 accident and liability insurance.

Legal vs. Lethal

Because zoning ordinances originate from a local government's police power, which is used to ensure public welfare, legal challenges to municipal gun regulations may be unsuccessful, according to the Legal Community Against Violence, a San Francisco-based organization. (More information is available at the group's web site, www.lcav.org.) Municipalities can regulate or prohibit uses that jeopardize the character or safety of a residential neighborhood, which may motivate opponents to challenge the municipality under various legal arguments.

Preemption. A preemption challenge by residential gun dealers may face rejection in a court of law. In California, the legislature authorizes cities and counties to regulate the sale of firearms within community boundaries, including decisions about licenses and local fees. State regulations exist as well, including those that require gun dealers to perform background checks. Preemption over local authority would not occur simply because a local ordinance prohibiting residential gun dealers "does not involve firearm registration or licensing." Additionally, the ordinance would not contradict the state's penal code requiring background checks because it does not impose any permit or licensing requirements on people who want to purchase firearms for their homes or places of business.

Equal protection. An ordinance challenged as violating equal protection will be upheld if the court finds that it does not specifically target a particular class or compromise a person's basic rights, and as long as there is a logical relationship between the ordinance and a valid governmental objective. If an ordinance that bans residential gun dealers has followed its intended purpose of maintaining the residential character of a neighborhood, then those arguing that it violates their equal protection rights will probably not have a solid legal argument.

A California Superior Court rejected a 1995 equal protection challenge to an ordinance banning residential gun dealers, stating in its order, "The sale of firearms is not a fundamental right. There is a rational basis for a ban on gun dealers in residential areas and, accordingly, there is a justifiable exercise of police power."

Inverse condemnation. Existing residential gun dealers may challenge an ordinance if they think that such regulation will negatively affect their business. They might argue that this would constitute a "taking without just compensation" in violation of the state and federal constitutions. Still, a cause for action under inverse condemnation should fail. A taking would occur only if the ordinance imposed substantial constraints on the use of the property as a residence. Prohibiting kitchen-table gun operations does not severely limit a property owner in enjoying the benefits of selling or renting the home, or otherwise living in the home as she wishes.

Legislation regulating gun-related enterprises has increased substantially in recent years. Whatever the type of gun-related use, it is clear that zoning laws and other forms of municipal regulation are essential in achieving peaceful solutions.

OUTDOOR RANGE STANDARDS

Shooting ranges have safety as the prime zoning purpose for regulation. Most codes require a minimum site size of 10-20 acres, with 20 acres most common. Setbacks of 50-200 feet are common for zone yards and behind back stops in the line of fire. Buildings located ahead of the firing line are allowed to be located to the normal zone yard setback. The site plan must show the location of the firing line or shooting stakes, targets, and backstops and indicate how the backstops are constructed. The backstop must be an earth mound or dugout of sufficient dimension to stop projectiles. The range must be screened and fenced with no gates or outlets except as approved on the site plan, to avoid the possibility of unauthorized persons entering the shooting area and to intercept and stop projectiles from leaving the site. The passageway between the firing point and targets must be enclosed or be in a trench to protect users from projectiles.

An ancillary retail store and snack shop is allowed, selling convenience items and prepared snacks and sandwiches to patrons of the shooting range, but no drinks or beer, and short-term rental of firearms and equipment for use only on the premises. Buildings can have rooms for training in the use of firearms but not as an indoor shooting range unless approved with the permit.

—Charles Reed. *The Zoning Report*. "Definitions and Standards for Campgrounds, Shooting Ranges, Golf Courses, and Other Outdoor Recreation Uses." Vol. 11, No. 15. December 17, 1993. Reprinted with permission from Charles Reed.

Big Box Big Issue in California

California is starting out the new year with a new approach to local competition for big box retail stores, courtesy of A.B. 178, which passed the General Assembly last year. Last September, Gov. Gray Davis vetoed a second law passed by the General Assembly that targeted big box retailing. It would have prohibited municipalities from approving retail projects larger than 100,000 square feet if more than 15,000 square feet of the store were used to sell nontaxable merchandise, such as produce.

A.B. 178 prohibits local governments from offering development incentives to retail stores or auto dealers over 75,000 square feet that move from one jurisdiction to another in the same market region. The new law requires that the receiving local government share 50 percent of the sales tax revenue if the relocation results in a loss to the city where the business was originally located. The resulting tax sharing between municipalities would be continued for 10 years. According to Davis, the new law offers a fair approach to dealing with the loss of a large retail store.

State Assemblyman Tom Torlakson, a supporter of the new law, says state and local budget crises have forced governments to compete over business developments that generate sales tax. Threatened cities must then scramble to come up with an investment package or face the relocation of a business to a nearby city. Torlakson previously had tackled this issue unsuccessfully with

July 19, 2012

MINUTES OF A REGULAR MEETING

URBANA PLAN COMMISSION

APPROVED

DATE: July 19, 2012

TIME: 7:30 P.M.

PLACE: Urbana City Building – City Council Chambers
400 South Vine Street
Urbana, IL 61801

MEMBERS PRESENT:	Carey Hawkins-Ash, Andrew Fell, Tyler Fitch, Lew Hopkins, Dannie Otto, Michael Pollock, Mary Tompkins
MEMBERS EXCUSED:	Bernadine Stake, Marilyn Upah-Bant
STAFF PRESENT:	Robert Myers, Planning Manager; Jeff Engstrom, Planner II
OTHERS PRESENT:	Robin Arbiter, Camden Baxer, Ronald Berkman, John Boch, Matt Boynton, Jessica Dewitt, Brendon Ellis, Chris Fortier, Will Gillespie, Marcus Harris, Dean Hazen, Mike Holden, Pat Holden, Christina Kniskern, David Martin, Ryan Meekma, Kenneth Selby, Steve Stanley, Susan Taylor, Clyde Walker

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COMMUNICATIONS

The following written communications were distributed to Plan Commissioners at the beginning of the meeting:

- Updated recommendation for proposed Zoning Ordinance text for Plan Case No. 2181-T-12 provided by City staff.

NEW PUBLIC HEARINGS

Plan Case No. 2181-T-12: A request by the Zoning Administrator to amend Table V-1, Article II, Article V, and Article VII of the Urbana Zoning Ordinance to establish standards for "Firearm Sales" and "Firing Range (Private Indoor)"

Jeff Engstrom, Planner II, presented this case to the Plan Commission. The proposed text amendment originated when a property owner contacted the Zoning Administrator to determine where the Urbana Zoning Ordinance would allow opening a new gun store and firing range in Urbana. Mr. Engstrom noted that the Federal Bureau of Alcohol, Tobacco, and Firearms (ATF) enforces federal laws such as the Gun Control Act, the National Firearms Act, and the National

Instant Criminal Background Check System. Additionally, the State of Illinois has adopted firearms laws concerning rules for sale and purchase of firearms. Cities have the ability to regulate firearm sales through zoning or licensing. Zoning regulations may include minimum distances from schools, parks, churches or other gun shops or restricting firearm sales to specific zoning districts.

Mr. Engstrom stated that requirements for shooting ranges were less common than those for firearm sales. For indoor shooting ranges, design standards have been adopted by the federal government to ensure safety and low noise impacts on adjacent properties.

He discussed possible zoning districts in the City of Urbana where firearm sales might be allowed with a Special Use Permit. City staff is proposing firearm sales would only be allowed in the IN-1 (Light Industrial/Office) and B-3 (General Business) Zoning Districts. In addition, City staff is recommending the following three standard conditions for all principal use firearm sales businesses to meet: 1) Require a minimum distance from schools and places of worship; 2) Require a security plan approved by the City of Urbana's Police Department and 3) Restrict firearms and ammunition from being displayed in windows.

He also spoke about limiting retail sales of firearms as a home occupation and permitting private firing ranges as a conditional or special use in certain districts. The amendment would also limit gun sales out of homes. Upon researching firing ranges, City staff found all of their concerns addressed in the federal guidelines for range design criteria. Staff is proposing to adopt these design guidelines as a requirement for any indoor firing range.

Mr. Engstrom explained how the 2005 Urbana Comprehensive Plan relates to the proposed text amendment. He read the options of the Plan Commission and presented City staff's recommendation.

Chair Pollock asked staff to explain the processes for acquiring a special use permit and a conditional use permit. Mr. Engstrom then explained the process for each.

Mr. Hopkins asked if there is a particular reason why the special use permits being proposed in the text amendment only apply to IN-1 (Light Industrial/Office). Mr. Engstrom replied that when the City recently created the IN-1 (Light Industrial/Office) and IN-2 (Heavy Industrial) Districts, the intent of the IN-1 District includes limited retail uses, but IN-2 Districts are intended to be limited to heavy industrial uses.

Mr. Hopkins asked how indoor firing ranges related to the CRE (Conservation-Recreation-Education) Zoning District which is primarily public owned land. Mr. Engstrom answered that although CRE zoning is mostly publically owned, it could also include privately owned property.

Mr. Hopkins asked what constitutes a private firing range as opposed to a public firing range. Mr. Engstrom responded that a new definition would define a "private" firing range as essentially private owned. The proposed text amendment distributed tonight would apply to private firing ranges and not publically owned ranges such as the law enforcement-only range at the closed City landfill.

Mr. Hopkins wondered if the Urbana Park District wanted to open a public firing range, then the proposed regulations would not apply. Mr. Engstrom said that is correct.

Mr. Otto noticed the wide range of minimum distance requirements on Page 3 of the written staff report range from 500 to 2,000 feet. Why is City staff proposing 500 feet distance? Mr. Engstrom explained that the table shows a sample of local standards. Most all of the cities require from 500 to 1000 feet, so City staff decided to go with the lower distance. The Plan Commission can recommend a different distance if they wish to do so.

Mr. Otto asked why there are different laws based upon business volume. He feels that there should be one set of regulations. Mr. Engstrom replied that when we generally look at principal uses for different businesses, there are different concerns that would affect them. Larger businesses have larger volumes of traffic. Mr. Myers added that it is the intent of this amendment to deal with land use categories rather than gun sales specifically. This amendment concerns principal use gun stores rather than pawn shops and sporting goods stores which may include gun sales as a smaller component of a broader range of retail sales.

Chair Pollock inquired as to whether the proposed regulations, if approved by the City Council, would be applied to stores that currently sell firearms or would these stores be grandfathered in without the regulations. Mr. Myers responded that because it is a zoning regulation, any firearms stores, private firing ranges, or approved home-based gun sales would be grandfathered as legally non-conforming uses. When the City staff drafted the proposed text amendment, they had firearm stores in mind rather than general retail stores.

Mr. Otto commented that his concern is not so much over the character of the use but more for the security of the inventory. A larger business, such as Walmart, could have a firearm section that while it may only be considered a small portion of their overall inventory could be five times larger than a firearm store. The City needs to have the same laws for any business who would sell firearms.

Mr. Otto noted that on Page 7 of the memo, under Section V-13. H. (home occupations) it states that, *"....No firearms inventory shall be regularly kept in the home."* He felt this language should be removed for the simple reason that a firearm dealer with a home occupation permit will probably have a stock of guns for their own personal possession kept at home. How would one determine whether this would be part of the inventory or part of the dealer's personal collection? Mr. Myers stated that the City is not intending to limit gun ownership through this Zoning Ordinance amendment. The home occupation ordinance is vague in several major respects, including that it doesn't prohibit retail sales from the home. Allowing outright retail sales from a home flies in the face of residential zoning. Prohibiting stock in trade at home is intended to insure that a gun dealer operating from the home with internet sales does not become a gun store operated in a residential zoning district.

Mr. Fell asked if a firearm store owner wanted to provide a place for a potential buyer to fire a gun prior to purchasing it, would it be considered a firing range? Mr. Engstrom stated that this would be considered a private firing range. Chair Pollock pointed out that this could only happen in certain districts with the approval of a special use permit.

With no further questions for City staff, Chair Pollock opened the hearing for public input.

Marcus Harris and Dean Hazen approached the Plan Commission. Mr. Harris explained that he owns rental property and Mr. Hazen approached him about relocating his home firearm business. After researching firearm sales and firing ranges and reviewing the properties that he owns, he found two locations that would be suitable for these uses. The property at 705 South Glover Avenue might be a gun store, and 801 South Poplar might be suitable for an indoor firing range. Mr. Harris said he approached City staff about the process of opening each business.

Mr. Myers asked Mr. Harris to talk about the design of indoor firing ranges. Mr. Harris noted that the National Rifle Association (NRA) offers range conferences, and professional firing range outfitters can be hired to construct firing ranges to meet the federal, state and local regulations. Building or retrofitting a building to meet these standards requires a considerable investment.

Mr. Fitch questioned whether Mr. Hazen had any concern about possibly opening a firearm store close to an establishment where alcohol is served and consumed on premises. Mr. Hazen did not have any concern with this because most alcohol would be served in the evening during the hours when his business would be closed.

Mr. Fitch asked if Mr. Hazen felt confident that a security plan would cover any problems that might be unique to a similar location. Mr. Hazen recognized that the Plan Commission did not want to get specific details about his plans to open a firearm store and firing range, but he currently has an extensive security plan for his home business in which he has invested a lot of money.

Mr. Hazen spoke about larger chain stores selling firearms. Walmart used to sell guns at one time. However, he is not aware of any chain store in the area currently selling firearms. One reason why is because the stores would have to invest more training and money in employees authorized to handle firearm sales. The employees would have to pass written tests and background checks, obtain FOID cards and undergo extensive training. In addition, there are strict regulations on selling firearms and a large amount of paperwork to file when a firearm is sold. Larger chain stores realized it was not worth the extra cost, so they discontinued selling firearms in their businesses.

Mr. Hazen asked if there is a fee to apply for a special use or conditional use permit. Mr. Engstrom said yes. The fee is $150.00 for a conditional use permit and $175.00 for a special use permit. This is a one-time fee rather than annual.

Ron Berkman, of 1003 Philo Road, stated that shooting is a sport for him and his wife. They support the idea of allowing firearm sales and firing ranges in the City of Urbana. The nearest indoor firing ranges are in Bloomington, Rochester, and Pocahontas. They belong to the local clubs that provide outdoor shooting ranges in St. Joseph, Sadorus, and Foosland. They would like a local place to go when it gets cold outside. The use of firearms has to do with training and knowledge. There should be more information disseminated throughout the population. The City already supports bicycles and art, and there is no reason for the City not to support the sport

of shooting firearms. Firearms are simply machines, just like cars, motorcycles, boats, and aircrafts. Any of these could be used as weapons.

Robin Arbiter, President of the Lierman Neighborhood Action Committee (LNAC), and Jessica Dewitt, resident of the City of Urbana, came before the Plan Commission to speak. They handed out copies of a letter to the Plan Commission regarding the concerns of the Lierman Neighborhood Action Committee, and Ms. Arbiter read the letter aloud. The Lierman Neighborhood Action Committee does not want gun stores to be allowed by right but instead considered on a case-by-case basis. They want businesses and services which will serve and support the community. They need a store where they can buy fresh food. They already have liquor sales and adult entertainment. A gun store would not benefit the neighborhood.

Chair Pollock pointed out that many of the standards that LNAC recommends are included in the proposed text amendment. Ms. Arbiter replied that they do support the proposed text amendment and feel that it addresses many of the neighborhood's concerns. The one area where the proposed text amendment had less emphasis is in spelling out the community impact. Chair Pollock assured them that every time the Plan Commission meets to review a case, they consider the impact that their decision would have on the community.

Ms. Dewitt wondered if a gun shop being located in a neighborhood would lower the property value of the homes in that neighborhood. Mr. Engstrom said he could research this issue.

Ms. Dewitt mentioned that there could be a potential for a secondary market of firearms even though this would be illegal. A firearms store locating in a neighborhood such as the Lierman Neighborhood would not present a good image for the neighborhood.

John Boch, President of Guns Save Life, approached the Plan Commission to speak. He encouraged the City of Urbana to adopt regulations that are more permissive than restrictive to avoid the potential for legal expenditures down the road. If the City adopts rules that are highly restrictive, it could lose in court like the City of Chicago and have to pay big money. He did not see a need for any setback requirements from other uses. The Constitution's Second Amendment, the right to keep and bear firearms, is right on par with the right to free speech, freedom of religion, etc. Firearms used properly are very safe and beneficial. If they are used for criminal acts, then let the justice system take care of the offenders.

Chair Pollock asked if Mr. Boch had read the proposed text amendment and would he term it as being "highly restrictive". Mr. Boch responded that based on his reading he believes that there is some wiggle room in the language and that it is not terribly objectionable. He hoped that it would not be amended to become more restrictive than what it appears in its current state.

Steven Stanley, resident of Liberty Commons, stated that he is a gun owner. He pointed out that purchasing firearms is already very restrictive with the federal and state regulations. He hoped that the City of Urbana would not create an ordinance that would infringe upon gun owners. Allowing indoor and outdoor shooting ranges would be beneficial to gun owners as well as to the City. Gun owners would have a local place to go, and the City would benefit from the revenue that shooting ranges would generate.

Kenneth Selby, a federally licensed firearms dealer, talked about his life experience with regards to firearms. He feels that the proposed text amendment is overly restrictive with regards to distance from schools. He owned a firearm store in Jacksonville that was within 300 feet from a public school and across the street from the athletic field for the high school. The only issue he had would be when there was a football game on Friday night with parents and fans parking in his parking lot. He never had an issue with kids coming into his shop because they were not old enough to purchase firearms. Another issue he has with the proposed text amendment is with regards to inventory. The ATF will not allow a person to open a firearms store out of their home unless they have specific hours of operation. "By appointment only" will not be approved by the ATF. In his current firearm business, which is located in Rantoul, he does mostly internet sales. Firearms are delivered to his house by regular carriers, and he ships firearms to his clients through the United States Post Office. He has about 30 guns in his inventory that he advertises on the internet.

The ATF allows for individuals to open firearm businesses in their homes, grow their business, and once the business has outgrown the home, the individual can move their business into a shop elsewhere in the City. However, the proposed text amendment as worded would not allow this to happen in the City of Urbana.

David Martin, resident of rural Urbana, noted that with regards to indoor shooting ranges, the City of Bloomington is 55 miles away, the range in the Danville area is north of Oakwood about five miles, and the Village of Foosland is approximately 7 to 8 miles north of Mahomet. To have an indoor shooting range close by for the citizens of Urbana and for residents of the surrounding areas would be a great benefit to the area. If ever the State of Illinois adopts a conceal/carry law, then there would be a big business in firearms training. People would need a place to practice.

Mr. Hazen re-approached the Plan Commission to address comments that were mentioned by other speakers. He verified Mr. Selby's comments about the ATF requiring specific hours of operation for home based firearms businesses. In his current home business, he has one day a week with limited hours of operation to meet ATF's regulations and restricts other business to no more than five visits per day to meet local regulations.

Regarding inventory, Mr. Hazen has about 65 to 70 guns in his business inventory. He has construction toolboxes bolted to the floor, alarms in the house, motion sensors, and barbed windows in the garage. He has customers who have four to five times the number of guns in their personal collections than he has in inventory, and his customers do not have nearly as much security as he does. He wanted to discuss what the City's concerns are regarding security in terms of inventory.

With regards to his business and the proposed text amendment, Mr. Hazen understood that his home business would be grandfathered in. While the proposed text amendment would prevent any future competition, he believes in the American dream and that others should have the same opportunity that he has had. He mentioned that he has not made any money in the year and a half that he has been in business. It is a labor of love. Most of the firearm dealers that work out of their homes have this type of business because of fond memories from hunting with their fathers or learning how to shoot guns in school.

He talked about the Police Training Institute located on the University of Illinois' campus. He noted that this is not a public range. It is a shooting range for people who belong to the faculty and staff shooting club. The Urbana Police Department has their own range on the north side of town.

He stated that he is a police officer and a resident of southeast Urbana. He is very concerned about the development of southeast Urbana in terms of home values, crime rate and safety. When good businesses pull out of a neighborhood then it leaves more room for the crime rate to increase. Gun owners and firearm store owners are some of the most civic minded, methodical, and responsible people. This is the type of people who will be frequenting a firearm store; not people under the influence of alcohol or felons. He would like to see the neighborhood get built up with good business no matter what the business may be.

Mr. Myers explained that the intent of only allowing business "by appointments" is to prohibit retail trade from occurring in a home. Mr. Hazen asked that now City staff knows that the ATF require at least one day with limited hours if they could include that in the language of the proposed text amendment so that it would be possible for an individual to open a home-based firearm business. Mr. Myers said yes.

Mr. Harris mentioned that he owns about 50 residential properties in the neighborhood. He would not do anything to impact the value of those properties. Therefore, he would not rent to Mr. Hazen if a firearms store would lower home values.

Mr. Hopkins wondered if there is alternative language that would be more directly useful than not allowing any inventory be kept in a home based business. Mr. Hazen stated his security plan for his home based firearm business is on file with the Urbana Police Department as well as with METCAD. Mr. Hopkins proposed that the City change the language in the proposed text amendment to make it a requirement for any home based firearm business to submit a security plan to the Urbana Police Department and to METCAD in lieu of any other regulations.

Mr. Ash wondered if Mr. Harris or Mr. Hazen, upon getting approval in the future to open a firearm store and/or indoor shooting range, would provide educational training for people who are interested in learning about firearm safety. Mr. Harris remarked that if people are interested in the educational or training component, then he would be willing to have open doors to offer it and possibly even have some competitor events. Mr. Ash felt that by offering education and working together with people to obtain their FOID cards, that it could help bridge the gap between them and the community.

Mr. Berkman re-approached the Plan Commission. He mentioned that he has a home-based business and deals with people as clientele. He communicates with them through email and periodically someone will come by to pick up their product. He also has mail order customers. A gun shop and a shooting range could serve as a focal point for the individuals who are capable of sharing information with those who are interested in becoming involved. The more communication they have and the more interchange they have between the groups, then the better the end product will be.

Michael Holden, of 1209 East Michigan, welcomes an indoor shooting range. He, especially, likes the idea of a range being located close to his home so he could walk there. He asked why the Pledge of Allegiance was not said at the start of the meeting. Chair Pollock stated that it is said at City Council meetings in conjunction with holidays. Mr. Holden commented that he wished it would be said at the start of all government meetings.

Steven Stanley re-approached the Plan Commission. He talked about education and how it increases safety and it teaches people not to be as scared of firearms.

Ryan Meekma, resident of the City of Urbana, talked about how when he first moved here he was unable to meet new people who enjoyed the same hobbies as him, especially when it came to shooting as a sport. It took him two years to find shooting clubs in other communities. He advised people to be careful when talking about guns or firearms and not call them weapons. It offends those who like shooting as a sport or for hunting. We need to educate people correctly so that they do not consider guns as weapons.

Clyde Walker, of 901 South Lierman Avenue, senses an irony in the idea of locating a firearm store in an area where so much gun violence has occurred over the last several years. To him it is a matter of semantics of whether they are called firearms or weapons because the potential physical and psychological results are still the same.
With no further input from the audience, Chair Pollock closed the public input portion of the meeting and opened it up for further questions for City staff from the Plan Commission.

Mr. Ash questioned whether the two existing home-based firearm store permits would expire and have to be renewed. If so, would they be renewed under the amended ordinance? Mr. Engstrom said no, home occupation permits, once granted, are perpetual as long as the home owners abide by the conditions in their applications.

Chair Pollock then opened the meeting up for Plan Commission discussion. Mr. Hopkins felt that the Plan Commission needed to make some revisions to the proposed text amendment prior to making a motion.

One revision would be to Section V-13, Paragraph H. Mr. Hopkins believed that they should require approval of a site security plan by the Urbana Police Department. This should be the only requirement listed in this paragraph. The current proposed language is over written in trying to solve concerns of the City staff. The Urbana Police Department should be able to figure out whether a size of inventory requires some kind of alarm system or not.

Mr. Otto felt that anything they come up with should be in accordance with the ATF. He felt that Mr. Hopkins' suggestion to require approval of a site security plan by the Urbana Police Department is too broad or general, and he is worried that the responsibility of making the decision might fall on someone with less experience with the ATF's regulations. He would like for City staff to find the specific regulations that the ATF requires. It was the consensus of the Plan Commission to have City staff look at what types of issues we should have the Urbana Police Department look at, what the ATF regulations are and some options for how to reword the language so that it fits with the ATF criteria as well as safety concerns for the City's neighborhoods.

Mr. Otto inquired about current regulations for existing home-based businesses with regards to hours of operation. Mr. Myers replied that there are many issues with the home occupation ordinance. It does not actually say that retail is not allowed; however, it has been a long-standing interpretation that it does not include retail sales. It does not generally prohibit having business hours open to the public because some home occupation uses that are permitted may need to have hours of operation, such as a hair salon/parlor. Chair Pollock suggested that given the vagueness of the ordinance in general and its various different applications depending on types of businesses that when the Plan Commission looks at gun sales in particular they hone in specifically on this use. The Plan Commission should leave the recrafting of the home occupation ordinance in general to a later date.

Mr. Hopkins felt that the notion of distance from other uses needs some justification. Chair Pollock voiced his idea that maybe discussion on this should take place during the special use permit process depending on the property, adjacent properties and the zoning of the properties. Mr. Fitch stated that he would like to see a justification of why 500 feet would be appropriate instead of 200 or 300 feet and why does it only apply to churches, schools and mosques. Why does it not apply to businesses that sell alcohol? He believes it warrants more discussion and research by City staff.

Mr. Hopkins understood Section VII-5. Paragraph D to be specific conditions to be added to the special use criteria for firearms in addition to general criteria for special uses. It seems to him that Item 4 is so vague that it is covered under the general criteria for special uses, and therefore invites misinterpretation. Chair Pollock added that special use permit process provides great flexibility for the Plan Commission and the City Council to make those determinations on a case-by-case basis, so there is really no reason to have Item 4 in the ordinance. It was the consensus of the Plan Commission to remove Item 4.

Mr. Otto pointed out that there had been no discussion on hours of service for a firearm sale use. The Plan Commission agreed that City staff should research this more and find if other areas have hours of operation for firearm sale use as home occupations.

Mr. Otto stated that he would prefer to include the outdoor shooting range use with the proposed text amendment rather than to wait until someone expresses an interest. Chair Pollock mentioned that he had previous conversations with City staff prior to the meeting about how to handle this. City staff is not ready to present a text amendment to the Zoning Ordinance on outdoor shooting ranges. However, it is on the list of what City staff is planning to propose changes to or create in the form of future text amendments.

Mr. Ash asked Mr. Harris and Mr. Hazen whether they would offer firearm educational services to which they assented.

Chair Pollock announced that this case will be continued at the next regular meeting of the Plan Commission.

August 9, 2012

MINUTES OF A REGULAR MEETING

URBANA PLAN COMMISSION **DRAFT**

DATE: **August 9, 2012**

TIME: **7:30 P.M.**

PLACE: **Urbana City Building – City Council Chambers**
400 South Vine Street
Urbana, IL 61801

MEMBERS PRESENT:	Carey Hawkins-Ash, Andrew Fell, Tyler Fitch, Dannie Otto, Michael Pollock, Bernadine Stake, Mary Tompkins
MEMBERS EXCUSED:	Lew Hopkins, Marilyn Upah-Bant
STAFF PRESENT:	Robert Myers, Planning Manager; Teri Andel, Planning Secretary
OTHERS PRESENT:	Marcus Harris, Dean Hazen, Susan Taylor

CONTINUED PUBLIC HEARINGS

Plan Case No. 2181-T-12: A request by the Zoning Administrator to amend Table V-1, Article II, Article V, and Article VII of the Urbana Zoning Ordinance to establish standards for "Firearm Sales" and "Firing Range (Private Indoor)"

Robert Myers, Planning Manager, presented an update of the proposed text amendment to the Plan Commission. City staff intends for the proposed text amendment to establish standards for firearm sales as a land use category rather than as an activity. Based on this, City staff modified the proposed term "firearm sales" to "firearm store" in Table V-1, Table of Uses.

At the request of the Plan Commission, Mr. Myers has further researched minimum distance requirements for firearm stores and firing ranges. He pointed out that there are minimal distance requirements for other uses in the City of Urbana are common, such as billboards and adult entertainment uses. He talked about minimum distance requirements for firearm sales and the results of the court case *Illinois Sporting Goods Association versus County of Cook* (1994). Establish minimum distance standards can be a reasonable zoning requirement, but City staff recommends that the standard minimum distance requirement be removed from the proposed ordinance since it is limited to two specific uses: firearm stores and firing ranges. The Plan Commission could choose to recommend minimum distance requirements, but City staff would need to do further legal research to determine whether these standards would need to be applied across the board to all firearm sales. The proposal in writing before the Plan Commission is to

deal with potentially sensitive nearby land uses such as churches and schools on a case-by-case basis through the special use permit process.

To address Plan Commission questions about what elements might be included in site security plan, Mr. Myers met with Dean Hazen and Roger Tillman of D & R Firearms to review the security used for their home-based business. Mr. Myers discussed these elements and suggested that the Plan Commission could make approval of a security plan a standard condition.

Chair Pollock opened the hearing up for Plan Commission questions to City staff. The questions and answers were as follows:

If a minimum distance regulation was supported and added to the proposed text amendment, how would it affect a home-based firearm dealer use? Mr. Myers replied that minimum distance requirements would not apply to a home based business because the use is accessory to the principal use as a home.

If the proposed text amendment is approved, would it prohibit home-based firearm business? Mr. Myers responded that such uses would still be permitted as long as it meets all of the City's home occupation standards and complies with approved permits.

Does the City's existing Home Occupation Ordinance require a security plan? Mr. Myers responded that it does not.

What about firing ranges? Mr. Myers responded that the current Zoning Ordinance does not have indoor firing ranges in the Table of Uses. As being proposed, the City would review requests for firing ranges on a case-by-case basis to ensure compatibility with neighboring properties.

There was a concern about who would approve a site security plan given that the proposed wording would be approval by the Police Department. Mr. Otto would be more comfortable identifying the Chief of Police as the person who reviews site security plans rather than just naming the Police Department. Mr. Myers said this could be changed.

There was also concern that there are no restrictions on the hours of operation. It is conceivable to have hours of operation as long as it relates to a public purpose.

Should there be a specific list of security measures that a future owner would be required to complete? Mr. Myers recommended that this be left to the Chief of Police to determine what type of security would be needed for each business. The City could also address this when reviewing and deciding upon the special use permit request that is required to open a firearm store.

Are firearm dealers required to renew their site security plans every so often? It would be reasonable to require periodic review of security plans.

Are regulations in a special use permit process allowed to be determined based on the specific needs of that particular request without regard to other special use permit approvals that have come before? Mr. Myers responded "yes".

Could an age limit be placed on entry into the store as a condition on approval of a special use permit request? How old must a person be to obtain a FOID card? Mr. Myers believed an age limit could be a condition if the City finds a reasonable relationship between the age limit and protecting the public.

Does the City of Urbana impose hours of operation for alcohol sales? Mr. Myers responded that City staff could find out and get back to the Plan Commission.

Why would private indoor firing ranges require a conditional use permit rather than a special use permit in the AG, Agricultural, and CRE, Conservation-Recreation-Education, Zoning Districts? Wouldn't the City Council want to review all of these uses? Mr. Myers explained that because AG and CRE Zoning Districts usually have large lots, firing ranges established there are less likely to impact neighbors and so a conditional use seems reasonable. But there is some logic to having all of these uses approved by the Plan Commission and City Council as Special Use Permits. Mr. Myers would support this change.

In researching the distance from specific uses, did City staff find any communities that regulate distance between a firearm store and a business that sells alcohol? Yes, occasionally. The most common distance regulations applied to schools, residences, places of worship and parks. Distance requirements to liquor stores is probably the fifth most common.

With no further questions for City staff, Chair Pollock reopened the public hearing and asked for any comments from the public.

Dean Hazen and Marcus Harris came before the Plan Commission to speak.

Following up on Plan Commission questions, Mr. Hazen explained that a person must be at least 18 years old to obtain FOID card and 21 years old to purchase. An 18-year-old can purchase shotgun and 22-rifle ammunition only.

A firearm business is required by the Federal Bureau of Alcohol, Tobacco, and Firearms (ATF) to have a block of hours that the business is open, even if it's just a couple of hours a week. The reason is because the ATF can only inspect the business during business hours. For this reason a home occupation firearms dealer needs to be able to have some limited hours open to the public.

With regards to restricting the age limit for people who can enter a firearm business, he stated that some of his customers bring their children with them when coming to his business. They are out running errands and stop by his business to see what he has for sale. Owners of this type of business and the children's parents are not going to allow the children to handle guns. It is actually educational for children as part of firearms safety. It would not be onerous for the City to place an age restriction for entrance as long as they include that minors can be accompanied by their parent or legal guardians. It is a state law that a person must have a FOID card to even

look at or touch a firearm. He believes that the reason an 18-year-old can purchase a FOID card is for hunting purposes. Even then, the 18-year-old has to be sponsored by a parent.

He confirmed that there is a 72 hour waiting period to purchase a hand gun and 24 hour waiting period to purchase a long gun (shotgun or rifle). He explained the process for completing a background check. In the case where the waiting period has expired and he has not heard back from the Illinois State Police, there are specific steps to follow. After the initial 72 hour waiting period, he calls the State Police's FOID Division to inform them that he has not heard anything about the customer. They have an additional 2 days to respond. After 5 days with no response, the customer is legally able to purchase a firearm. But the firearm dealer is not obligated to sell a gun. He has turned down a few people even though they had a FOID card.

There was a concern expressed about the potential noise produced from an indoor firing range. Mr. Hazen said that any indoor shooting range he has visited he has not heard any noise outside whatsoever except in a few cases when someone is shooting something enormously loud. Chair Pollock pointed out that as mentioned earlier, an indoor shooting range is only allowed in the AG and CRE Zoning Districts, which are usually fairly large sized parcels. However, if an indoor shooting range is proposed to be located within the City on a smaller size lot, then the noise level is something that could be addressed during the special use permit process.

Mr. Hazen noted that easily 90% of his customers have inquired about places to practice shooting and receive training and education on firearms. There is no place locally for the public to go. Some people set up cans along the roadside to practice shooting, which is extremely dangerous because bullets can travel a long distance.

With regards to restricting hours of operation for a firearm store, Mr. Hazen thought that a closing time of 7:00 p.m. or 8:00 p.m. would not interfere with business. Most customers visit his business either before work, after work or on the weekends. Mr. Harris recommended for a shooting range, extending the hours of operation from 9:00 a.m. until 9:00 p.m. Weekends are very popular.

As for firearms, Mr. Hazen explained that most people bring their own firearms to a shooting range. However, most shooting ranges will have firearms that people can rent while at there. This gives people an opportunity to fire a gun that they may not own or have wanted to try.

Customers must have FOID cards. There are certain regulations people must follow to transport their firearms to a shooting range. Once a customer arrives, a range officer would then inspect the firearm to ensure that it is safe and would also inspect the customer's ammunition because there are regulations on what type of ammunition can be used at a range.

Mr. Harris stated that firing ranges are often conjoined with gun stores, or they sell their own ammunition and firearms. Sometimes the gun store and the shooting range are owned by separate people.

With no further input from the public, Chair Pollock closed the public hearing and opened it up for further questions for City staff from the Plan Commission.

The Plan Commission asked how a "school" was defined. Mr. Myers explained that staff uses the definitions in the Zoning Ordinance as land use categories to find principal uses of properties. The Zoning Administrator would interpret what the principal use of a property is based on the definitions in the Zoning Ordinance prior to a special use permit request coming before the Plan Commission or City Council.

With no further questions, Chair Pollock entertained Plan Commission discussion and/or motion(s).

Mr. Fell wondered if the minimum distance requirement should also apply to home occupation permits. It seems that every other instance where we have a minimum distance requirement, it is something that would never be a home occupation use, such as radio tower, wind turbine, etc. If we apply a minimum distance requirement to a firearm store, then we also need to apply it to a home-based firearm business. Mr. Myers replied that this opens up the issue of whether a minimum distance should be required for any business that sells guns. This would include a pawn shop or a sporting goods store, which are both permitted by right in certain zoning districts. As such, gun sales would only be a small portion of the overall business either in square footage or in their level of income. The City could never allow outright retail sales in any home occupation business because it flies in the face of residential zoning. Mr. Fell pointed out that home firearm businesses are required to be a retail shop for a certain period of time each week by having set hours of operation. Mr. Myers replied that City staff does not consider it to be a retail shop just because they have a few hours of operation. They have prior arrangement for visits on a clientele basis. The hours of operation could be time when pre-arranged clients could come to fill out paperwork, finalize a sale that started on the internet, pick up a product, etc. The proposed text amendment as written does not include minimum distance requirements. Each request would be considered on a case-by-case basis. Mr. Otto stated that it would be a good idea for the City to require a rationale for placing a minimum distance requirement on a specific request. Mr. Myers agreed.

Mr. Ash wondered if there should be any distinction for combination firearm stores/firearm ranges guns. Mr. Ash said that the two uses could cohabitate in one building with a wall separating them. Chair Pollock believes that they could impose a minimum distance requirement on the gun range from schools, churches, etc. in this instance.

Mr. Myers stated that there are two ways to deal with adjacent uses. One is through the approval process and the other is through standard conditions. The City could say that any specific use (such as billboard, firearm store, indoor shooting range, etc.) has to be a specified distance from another type of use (such as residential, church, etc.). Another way to deal with the use is to require a special or conditional use permit where it would be reviewed on a case-by-case basis. A third option would be to require both a minimum distance and a special or conditional use permit. Chair Pollock added that this part of the process is simply what zoning districts a firearm store or indoor shooting range would be allowed in and what type of process would an owner go through to locate there.

Ms. Stake talked about the danger of having a firearm store located near schools. There have been 100 school shootings since the deadly 1999 Columbine High School shooting. It is not reasonable to locate a firearm store or indoor shooting range in an area where there is already a high crime rate. She is opposed to people owning guns.

Could a firearm store currently be established in a commercial district? Mr. Myers responded that it could not now be established as a primary use. It could be part of a larger retail use such as a sporting goods store or pawn shop. The Zoning Administrator would need to make this interpretation.

There was discussion about the noticing requirements for special and conditional use permit hearings. City staff is required to notice public hearings within 250 feet, excluding City right-of-ways. If the Plan Commission desired to increase this distance, then they could add that to the recommendation that they forward to City Council for the proposed text amendment.

Mr. Fitch moved that the Plan Commission forward Plan Case No. 2181-T-12 to the Urbana City Council with a recommendation for approval as indicated in the revised written staff report dated August 3, 2012. Mr. Fell seconded the motion.

Mr. Ash moved a friendly amendment to amend Section V-13.H to read as such: *The sale of firearms as a home occupation shall require approval of a site security plan by the Chief of Urbana Police ~~Department~~ or his designee for renewal every three years*. Mr. Otto seconded the motion.

Mr. Ash stated that this will incorporate what the Plan Commission had already discussed in specifying the officer responsible for approval. If the Chief of Police is too busy, then he can designate one of his responsible deputies. It also incorporates Mr. Fell's comments as to the renewal period in the event that there is growth and expansion for the business owner.

Mr. Otto called the question on the amendment. Mr. Fitch seconded. A hand vote was taken and the question on the amendment passed.

Roll call on the motion to amend was as follows:

Mr. Ash	-	Yes	Mr. Fell	-	Yes
Mr. Fitch	-	Yes	Mr. Otto	-	Yes
Mr. Pollock	-	No	Ms. Stake	-	Yes
Ms. Tompkins	-	Yes			

The motion to amend was approved by a vote of 6-1.

Mr. Ash moved a friendly amendment to amend Section VII-5. Special Use Terms and Conditions Subsection D, Number 1 to read as such, *"~~Urbana Police Department approval of a~~ A site security plan shall be submitted to the Urbana Chief of Police or his designee for his approval every three years as a condition for approval of a Special Use Permit."* Ms. Stake seconded the motion.

Mr. Fell understood the motion to mean that a firearm store owner would have to get approval of a new Special Use Permit every three years. Mr. Ash stated that his intent is to require a firearm store owner to resubmit a security plan every three years as a condition of the approval of the permit.

Chair Pollock presented a scenario where a store owner gets approval of a special use permit to locate a firearm store, submits a site security plan and it is approved, then three years later resubmits a site security plan as required that is not approved by the Chief of Police or his designee, what happens then with the special use permit? Mr. Ash replied that the Chief of Police would give notice of the denial of the site plan, and the special use permit would come back to the Plan Commission in terms of the validity of the permit. It would actually trigger a review of the special use permit.

Mr. Otto likes this idea, because many times a special use permit is granted and there is no way to enforce that the owner is complying with the conditions of the permit. For example, when an owner agrees to contract for additional required parking. They let the parking contract lapse after getting approval of the special use permit, and the City has no way of enforcing that a new contract be arranged.

There was discussion by the Plan Commission about whether the owner should be notified every three years when the time comes to resubmit a site security plan or whether the owner should be held responsible to resubmit on their own similar to a driver's license. It was pointed out that there is an expiration date on a driver's license alerting the individual when his/her license would expire. The Plan Commission decided it should be an administrative decision.

Chair Pollock asked for the motion to amend to be read back to them.

Roll call on the motion to amend was as follows:

Mr. Fell	-	Yes	Mr. Fitch	-	Yes
Mr. Otto	-	Yes	Mr. Pollock	-	No
Ms. Stake	-	Yes	Ms. Tompkins	-	No
Mr. Ash	-	Yes			

The motion to amend was approved by a vote of 5-2.

Mr. Otto moved a friendly amendment to Table V-1. Table of Uses to change the level of review for *Private Indoor Firing Range* in the AG and CRE Zoning Districts from *C* (Conditional Use Permit) to *S* (Special Use Permit). Mr. Fitch seconded the motion.

Mr. Otto stated that an indoor firing range use has the potential to generate a lot of public interest and controversy. Therefore, he believes that it should require review and action by the Urbana City Council. Chair Pollock agreed.

Roll call on the motion to amend was as follows:

Mr. Fitch	-	Yes	Mr. Otto	-	Yes
Mr. Pollock	-	Yes	Ms. Stake	-	Yes
Ms. Tompkins	-	Yes	Mr. Ash	-	Yes
Mr. Fell	-	Yes			

The motion to amend was approved by unanimous vote.

Mr. Otto moved a friendly amendment to Section VII-5. Special Use Terms and Conditions – Subsection D to add Number 3 and Subsection E to add Number 2 to read as such, *"Hours of Service shall be limited to 9 a.m. to 9:00 p.m."* Mr. Fitch seconded the motion.

Mr. Otto felt that the earlier discussion explained the intent of this friendly amendment.

Roll call on the motion to amend was as follows:

Mr. Otto	-	Yes	Mr. Pollock	-	No
Ms. Stake	-	Yes	Ms. Tompkins	-	No
Mr. Ash	-	Yes	Mr. Fell	-	No
Mr. Fitch	-	Yes			

The motion to amend passed by a vote of 4-3.

Chair Pollock moved a friendly amendment to Section VII-5. Special Use Terms and Conditions – Subsection D to add Number 4 and Subsection E to add Number 3 to read as such, *"No individual under the age of 21 unless accompanied by a parent or guardian will be allowed on the premises."*

Mr. Ash requested that they add *"...legal guardian..."*

There was discussion about 18-, 19- and 20-year olds being able to enter purchase some types of ammunition. The Plan Commission decided that these individuals are exempt from the regulation because they are not old enough to purchase firearms anyway.

There was discussion about if the government lowers the age restriction to purchase firearms. The Plan Commission decided to change the language in the amendment to read *"...under the legal age ~~of 21~~ to purchase a firearm..."*

Chair Pollock restated the amendment to read as follows, *"No one under the legal age to purchase a firearm in the State of Illinois will be allowed on the premises without a parent or legal guardian."* Mr. Otto seconded the motion.

Roll call on the motion to amend was as follows:

Mr. Pollock	-	Yes	Ms. Stake	-	Yes
Ms. Tompkins	-	Yes	Mr. Ash	-	Yes
Mr. Fell	-	Yes	Mr. Fitch	-	Yes
Mr. Otto	-	Yes			

The motion to amend passed by unanimous vote.

Mr. Fitch moved a friendly amendment to Section VII-5. Special Use Terms and Conditions to add Subsection F to read as such, *"Require notification for Special Use Permit to property owners within 500 feet of the subject property"*. Ms. Stake seconded the motion.

Mr. Fitch felt this amendment is preferable for setbacks. Rather than setting a minimum distance requirement between uses, he believes that notifying a larger area of pending public hearings will generate more input for the Plan Commission and the City Council to use in making decisions. There was discussion about whether or not 500 feet would be enough. Mr. Myers clarified that 500 feet would be from the outer property line of the parcel on which the use is located, not from the building in which it would be located.

Roll call on the motion to amend was as follows:

Ms. Stake	-	Yes	Ms. Tompkins	-	Yes
Mr. Ash	-	Yes	Mr. Fell	-	Yes
Mr. Fitch	-	Yes	Mr. Otto	-	Yes
Mr. Pollock	-	Yes			

The motion was passed by unanimous vote.

With no additional amendments, the main motion read as follows:

The Plan Commission forward Plan Case No. 2181-T-12 to the Urbana City Council with a recommendation for approval as amended in the revised written staff report dated August 3, 2012 along with the following amendments:

1. *Amend Section V-13.H to read as such:* ***The sale of firearms as a home occupation shall require approval of a site security plan by the Chief of Urbana Police or his designee for renewal every three years.***
2. *Amend Section VII-5. Special Use Terms and Conditions Subsection D, Number 1 to read as such:* ***A site security plan shall be submitted to the Urbana Chief of Police or his designee for his approval every three years as a condition for approval of a Special Use Permit.***
3. *Amend Table V-1. Table of Uses - Change the level of review for Private Indoor Firing Range in the AG and CRE Zoning Districts from C (Conditional Use Permit) to S (Special Use Permit).*

4. *Amend Section VII-5. Special Use Terms and Conditions – Subsection D to add Number 3 and Subsection E to add Number 2 to read as such, "**Hours of Service shall be limited to 9 a.m. to 9:00 p.m.**"*
5. *Amend Section VII-5. Special Use Terms and Conditions – Subsection D to add Number 4 and Subsection E to add Number 3 to read as such, **"No one under the legal age to purchase a firearm in the State of Illinois will be allowed on the premises without a parent or legal guardian."***
6. *Amend Section VII-5. Special Use Terms and Conditions to add Subsection F to read as such, **"Require notification for Special Use Permit to property owners within 500 feet of the subject property."***

Roll call on the main motion and amendments was as follows:

Ms. Tompkins	-	Yes	Mr. Ash	-	Yes
Mr. Fell	-	Yes	Mr. Fitch	-	Yes
Mr. Otto	-	Yes	Mr. Pollock	-	Yes
Ms. Stake	-	No			

The motion was approved by a vote of 6-1.

Mr. Myers noted that Plan Case No. 2181-T-12 will be forwarded to City Council on Monday, August 20, 2012.

DRAFT ZONING ORDINANCE TEXT AMENDMENTS

Firearms Shooting Ranges, Health Clubs, and Recreational Facilities

Section 2.02 Definitions:

Add the following new definitions:

COMMERCIAL RECREATIONAL FACILITY: A privately-owned for-profit commercial facility designed and equipped to provide customary leisure time or recreational activities, such as bowling, swimming, miniature golf, paintball, indoor go-karts, ice skating, tennis, racquetball and similar activities. For purposes of this Ordinance, a Firearms Shooting Range is not a Commercial Recreational Facility.

FIREARMS SHOOTING RANGE: A specialized indoor facility used in whole or in part for the safe shooting practice of firearms (as that term is defined pursuant to the Illinois Firearm Owners Identification Card Act, 430 ILCS 65/0.01 *et seq.*, as may be amended).[1]

HEALTH CLUB: A business establishment which: (i) promotes physical fitness; (ii) contains equipment and gymnasia for body exercising or other facilities intended to improve physical fitness, diet, weight control and/or health; and (iii) is generally utilized by members who pay a periodic fee for facility access and use. For purposes of this Ordinance, a Firearms Shooting Range is not a Health Club.

Delete the following existing definition:

~~**HEALTH CLUB or PRIVATE RECRATION:** A building or portion of a building designed and equipped for the conduct of sports, exercise, leisure time activities, or other customary or usual recreational activities, operated for profit or not for profit and which can be open only to members and guests of the organization or open to the public for a fee.~~

[1] See Appendix for the FOID Act definition of "Firearm".

Table 4.01.1 Permitted and Special Uses in All Zoning Districts:

Use Category	Zoning Districts										
	Residential				Business				Manufacturing/ Business	Public	Standard
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B	P	
COMMERCIAL											
Entertainment and recreation											
~~Health club or recreation facility, private~~	~~-~~	~~-~~	~~-~~	~~-~~	~~S~~	~~P~~	~~P~~	~~S~~	~~S~~	~~-~~	
Commercial Recreational Facility	-	-	-	-	**S**	**P**	**P**	**S**	**S**	-	
Health Club	-	-	-	-	**S**	**P**	**P**	**S**	**S**	-	
	**	**	**	**	**	**	**	**	**	**	
Firearms Shooting Range	-	-	-	-	**S**	**S**	**S**	**S**	**S**	-	**§ 4.08(5)**

Section 4.07 Additional Use Standards for Business and Office Districts:

"4.07. Additional Use Standards for Business and Office Districts:

* * *

(15) Firearms Shooting Ranges. Firearms Shooting Ranges located in any Business or Office District are subject to the standards set forth in Section 4.08(5) of this Zoning Ordinance."

Section 4.08 Additional Use Standards for M-B Light Manufacturing/Business District:

"4.08. Additional Use Standards for M-B - ~~Limited~~ **Light** Manufacturing/Business District:

* * *

(5) Firearms Shooting Ranges.

(a) Restricted Locations. The Village shall not issue a special use permit for a firearms shooting range on any lot that is: (i) less than 250 feet from any lot located in a Residential Zoning District; (ii) less than 250 feet from any lot located in the P Public Open Space - Recreation - Park Zoning District; or (iii) less than one mile from any other existing and operating firearms shooting range. The distance requirements set forth in this Section 4.08(5)(a) are to be measured from lot line to lot line.

(b) Additional application requirements. In addition to the requirements set forth in Article V of this Zoning Ordinance for special use permits, applicants for a special use permit for a firearms shooting range must submit the following additional documents and information:

i. A statement containing the name, address, driver's license number, and telephone number of all officers, directors, partners, managers, and owners of at least five percent of the stock or equitable or beneficial interest of the applicant;

ii. A statement of the structure of ownership and governance of the applicant;

iii. A statement of whether the applicant, or any of the persons identified in the statement required pursuant to Section 4.08(5)(b)(i) of this Zoning Ordinance, have operated or are currently operating any firearms shooting ranges, and if so:

A. The location(s) of those facilities;

B. A statement of whether the operator or any of the persons identified have been cited or found liable by any unit of government for any violations of law in connection with the operation of those facilities; and

C. A statement of whether any license or certification issued for those facilities to the operator or any of the persons identified has been suspended or revoked.

iv. Identification of all monetary lenders and secured creditors of the applicant; and

v. A statement of whether the applicant, or any of the persons identified in the statement required pursuant to Section 4.08(5)(b)(i) of this Ordinance, has ever been convicted of a felony under the laws of the United States or any political subdivision thereof, and if so, the particulars of such conviction.

(c) Design Standards. The Village shall not issue a special use permit for a firearms shooting range that does not satisfy, at a minimum, the following design standards:

i. The range must be designed in conformance with the United States Department of Energy Range Design Criteria dated June 4, 2012, as may be amended;

ii. The range must conform to the requirements of the United States Occupational Safety and Health Administration;

iii. The range must conform with a safety plan approved in advance by the Village Chief of Police, which plan must include, without limitation, specific range safety requirements and safety procedures for employees and customers;

iv. The range, and the lot on which the range is located, must comply with a security plan approved in advance by the Village Chief of Police;

v. Noises generated by the shooting activity on the range must comply with all applicable federal, State, and Village noise laws and regulations; and

vi. The range must comply with all applicable United States Environmental Protection Agency and Illinois Environmental Protection Agency regulations concerning the use and possession of lead.

(d) Insurance Required. The Village shall not issue a special use permit for a firearms shooting range unless the applicant has procured comprehensive general liability and property insurance policies, in minimum amounts of $10,000,000 in aggregate, which policies must name the Village as an additional insured party.

(e) Supervision. At all times during which the firearms shooting range is in operation, the range must be supervised by a Range Safety Officer duly certified by the National Rifle Association.

(f) Assault Weapons Prohibited. No assault weapon, as that term is defined in Section 9-1-2 of the Municipal Code of Lincolnwood, as amended, may be used within any firearms shooting range, except as approved in advanced by the Village Chief of Police for sworn law enforcement officers of the State or any political subdivision thereof.

(g) Minors Prohibited. No person under the age of 18 may be permitted within any firearms shooting range, except when in the custody and control of: (i) his or her parent, grandparent, legal guardian; (ii) a firearms instructor certified pursuant to the Illinois Firearms Concealed Carry Act, 430 ILCS 66/1 *et seq.*; or (iii) another adult age 18 or older with supervisory authority over such person."

(h) Drugs and Alcohol Prohibited. No drugs or alcoholic liquor may be consumed within any firearms shooting range.

(i) FOID Card Required. No person may operate any firearm within any firearms shooting range unless he or she either: (i) is in possession of a Firearm Owner's Identification Card issued by the State of Illinois; or (ii) is participating in a firearms training course under the direction of a firearms instructor certified pursuant to the Illinois Firearms Concealed Carry Act, 430 ILCS 66/1 *et seq.*

Table 7.10.01 Off-street parking schedule:

"**Use Category**	**Required Parking Spaces**
Commercial Uses	
Entertainment and recreation	
Commercial Recreational Facility	**1 space per 3 persons plus 1 space per 2 full-time employees**
Health club ~~or recreation facility, private~~	1 space per 3 persons plus 1 space per 2 full-time employees
Firearms Shooting Range	**2 spaces per shooting range station, plus 2 spaces per 1,000 square feet of floor space not devoted to indoor shooting ranges.**"

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APPENDIX

The FOID Act defines "Firearm" as follows:

"Any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however:

(1) any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels a single globular projectile not exceeding .18 inch in diameter or which has a maximum muzzle velocity of less than 700 feet per second;

(1.1) any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels breakable paint balls containing washable marking colors;

(2) any device used exclusively for signalling or safety and required or recommended by the United States Coast Guard or the Interstate Commerce Commission;

(3) any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial ammunition; and

(4) an antique firearm (other than a machine-gun) which, although designed as a weapon, the Department of State Police finds by reason of the date of its manufacture, value, design, and other characteristics is primarily a collector's item and is not likely to be used as a weapon."

Request for Board Action

REFERRED TO BOARD: May 6, 2014 **AGENDA ITEM NO: 7**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Plan Commission Regarding Various Zoning Ordinance Text Amendments and Off-Street Parking Requirements

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Since the 2008 comprehensive Zoning Code update, certain language inconsistencies and omissions within the Zoning Code have been identified. To correct for these inconsistencies, the Village Board, at its December 4, 2012 meeting, referred various proposed Text Amendments to the Plan Commission for review. Based on staff's recommendations as part of this referral, the Village Board directed the Plan Commission to conduct a Public Hearing on improving several existing definitions found in the Zoning Code.

Specific definitions referred by the Village Board for review and Public Hearing included a review of the definitions for "Banquet Facility, Banquet Hall" and "Fence, Semi-Private or Semi-Private Fence" in order to clarify and eliminate potentially redundant and confusing text. In addition, the definition of "Façade" was identified as being unclear and also not aligning with the commonly accepted definition of façade. Finally, also referred for review were definitions for "Restaurant" and "Restaurants, Fast-Food or Carryout" in order to clarify and make consistent these terms and the references found in Zoning Code Table 4.01.1 Permitted and Special Uses.

Plan Commission Deliberations
The Public Hearing for this matter began on February 6, 2013, although no public comment was received and no Commission discussion took place at this meeting. The matter was continued by the Plan Commission to meetings on March 6, 2013, May 1, 2013, and June 5, 2014, although, again, no public comment was received and no Commission deliberations took place at these meetings.

The Plan Commission began deliberation of this matter at its August 7, 2013 meeting. The meeting began with testimony from Trustee Cope who indicated the draft modification to the definition for restaurant would not provide the desired clarification. Trustee Cope stated that as presented, the proposed modifications to the definitions of "Restaurant" and "Restaurant, Fast-Food and Carryout" were not proper. Trustee Cope added that Fast-Food and Carryout Restaurant uses should be reviewed altogether and approved through the Special Use process rather than listed as a Permitted Use. In response, the Plan Commission directed Staff to research nearby communities

and provide a summary of how other communities define restaurants. The matter was continued to October 2, 2013 without any Commission discussion regarding the definitions of "Banquet Facility, Banquet Hall", "Façade", "Fence, Semi-Private or Semi-Private Fence".

At its October 2, 2013 meeting, the Plan Commission again focused their discussion on the definition of "Restaurant" and "Restaurant, Fast-Food and Carryout". The Commission reviewed the research presented of nearby communities and, after deliberating, identified the definitions used in the Skokie Zoning Ordinance as a preferred example. The three restaurant types identified in the Skokie Zoning Code are:

1. "Carryout Restaurant"
2. "Limited-Service Restaurant"
3. "Full-Service Restaurant"

The Plan Commission discussed how each of the three restaurant types operated and asked Staff to assess existing restaurants in the Village using the Skokie definitions for three restaurant types. The Plan Commission also reviewed the appropriate off-street parking requirements for the three restaurant types found in the Skokie Code. The Commission concurred with the Skokie restaurant parking requirements as modified by staff to match existing Lincolnwood regulations: These are:

> ***Carryout Restaurant:*** *1 parking space for each 300-square feet of floor area.*
>
> ***Limited-Service and Full-Service Restaurants:*** *1 parking space for each 100-square feet of floor area.*

Also at its October 2nd meeting, the Plan Commission discussed the existing definition of "Banquet Facility, Banquet Hall". Staff recommended elimination of the definition of "Banquet Facility, Banquet Hall" as the land use/term is not found elsewhere in the Code. The Commission concluded, after some discussion, that no change was needed and that the definition of "Banquet Facility, Banquet Hall" should remain.

At this meeting, the Commission did recommend a minor change to the definition of "Fence, Semi-Private or Semi-Private Fence" to clarify that this style of fence includes shadow box fences.

Finally, the Commission discussed the existing definition of "Façade" and directed staff to prepare draft language to clarify that a "Façade" is an exterior wall of a building facing a public or private street or public access drives but excluding alleyways. Staff indicated that the current definition of "Façade" is unclear and confusing when applying the Design Requirements to buildings. In response, the Commission directed staff to prepare a definition for "Elevation" in order to further enhance and clarify the Village's Design Requirement regulations.

At its January 22, 2014 meeting, the Plan Commission reiterated the preference to use the three restaurant types found in the Skokie Zoning Ordinance and finalized the recommended text amendment language for restaurant definitions.

The Plan Commission next finalized the appropriate off-street parking regulations. Staff reiterated the request of Trustee Cope to consider the appropriateness of restaurant types per Zoning

District. The Plan Commission however did not indicate a desire to review that matter, but rather focus on the review of definitions and off-street parking requirements. The matter was continued by the Plan Commission in order for staff to finalize the proposed amendments for approval by the Commission.

Commission Recommendation
At the April 2, 2014 meeting, the Plan Commission reviewed final proposed changes and by a unanimous vote of 4-0, recommends the following Zoning Ordinance Text Amendment to Section 2: Definitions:

> **FENCE, SEMI-PRIVATE, OR SEMI-PRIVATE FENCE:** A Fence which is not a Solid Fence nor an Open Fence. These types of fences are restricted to board-on-board *also known as* ~~and~~ shadow box types. The open space between vertical fence boards shall not exceed 85% of the width of the boards on the same side of the Fence."
>
> **FAÇADE:** *The exterior wall of a building facing a public or private street and public access drives but shall exclude alleyways* ~~The exterior wall of a building that is exposed to public view~~.
>
> ***ELEVATION:*** *The external face of a building or structure.*
>
> ***"Restaurant, Carryout****: Any establishment where the primary purpose of the operation is the preparation and service of food and/or beverages for immediate consumption off the premises; however, up to 5 seats may be provided for patrons."*
>
> ***"Restaurant, Limited Service****: An establishment that provides food and/or beverage services (except carryout restaurants) where patrons order or select items and pay before eating/drinking. Includes cafeterias, which use cafeteria-style serving equipment, a refrigerated area, and self-service beverage dispensing equipment, and which display food and drink items in a continuous cafeteria line."*
>
> *"****Restaurant, Full Service****: An establishment that provides food services to patrons who order and are served while seated and pay after eating."*

The Plan Commission does not recommend any change to the definition of "Banquet Facility, Banquet Hall.

Also recommended as part of this amendment are the following off-street parking requirements:

> ***Carryout Restaurant:*** *1 parking space for each 300 square feet of floor area.*
>
> ***Limited-Service and Full-Service Restaurants:*** *1 parking space for each 100 square feet of floor area.*

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:

1. Plan Commission Minutes
    a. April 2, 2014 Excerpt (Draft)
    b. February 26, 2014 Excerpt
    c. January 22, 2014 Excerpt
    d. December 4, 2013 Excerpt
    e. October 2, 2013
    f. August 7, 2013 Excerpt
    g. June 5, 2013 Excerpt
    h. May 1, 2013 Excerpt
    i. March 6, 2013 Excerpt
    j. February 6, 2013 Excerpt
2. Staff Report to Plan Commission
    a. April 2, 2014
    b. January 22, 2014
    c. October 2, 2013
    d. August 7, 2013

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission concerning Zoning Code Text Amendment concerning definitions for facade, elevation, fences, and restaurants and to off-street parking requirements for restaurants and to direct the Village Attorney to prepare the requisite Ordinance for approval.

This is the only accessory feature that requires Special Use approval. The standards for granting a Special Use are not as harsh as they are for a Variation due to the hardship requirement. The discussion included where balconies can and cannot be placed. Staff recommended that balconies only be allowed in the front and rear yard of the house and not on the side yard.

Commissioner Auerbach proposed that the Village allow a three-foot balcony in the front yard and four-foot balcony in the rear yard, be a fixed dimension from the structure, and not encroach into a required yard.

Staff presented the working definition for porches which is a structure that can be enclosed or unenclosed, projects from the exterior wall of a building, has direct access to the street level of the building, and is covered by a roof or eaves. Staff recommended that the definition exclude the word enclosed. An enclosed porch would count toward the floor area ratio (FAR) and may be confusing to include this definition in an accessory section.

The current code allows porches to extend from the rear elevation of a home and not be closer than four feet to side and rear lot lines and comply with the sixty percent lot coverage requirements. Staff sought general consensus that there is no need to change the provision that porches are permitted to be up to four feet from all side and rear property lines. Porches shall not permitted in the required front yard.

Chairman Eisterhold asked in anybody in the audience would like to address the Plan Commission in this matter. Let the record state that no one came forward.

Motion to Continue to May 7, 2014 by Commissioner Fishman, and Seconded by Commissioner Yohanna.

Aye: Fishman, Yohanna, Auerbach, Goldfein, and Eisterhold
Nay: None
Motion Approved: 5-0

Commissioner Yohanna left at approximately 9:30 p.m.

VI. Public Hearing: Definitions – Zoning Code Text Amendment

(Continued from February 26, 2014, January 22, 2014, December 4, 2013, October 2, 2013, August 7, 2013, June 5, 2013, May 1, 2013, March 6, 2013 and February 6, 2013)

Staff reviewed the definitions and off-street parking requirements relative to full-service, carryout, and limited-service restaurants. The one change is the increase to five seats for carryout restaurants.

Commissioner Fishman recommended the word immediate be taken out of the definition for carryout restaurants.

In regards to off-street parking requirements, there are two proposed changes. For carryout restaurants, there will be 1 parking space for each 300-square feet of floor area. For limited-

service and full-service restaurants, the off-street parking requirement is 1 parking space for each 100-square feet of floor area.

Staff did not recommend any action in regards to banquet facilities.

Staff concurred with the Plan Commission's change to the fence definition.

There were some minor changes to the definition of façade. The proposed language change reads "the exterior wall of a building that is exposed to public view." The change to the elevation language now reads "the external face of a building or structure".

Chairman Eisterhold asked in anybody in the audience would like to address the Plan Commission in this matter. Let the record state that no one came forward.

Motion to Approve by Commissioner Goldfein, and Seconded by Commissioner Auerbach.

Aye: Goldfein, Auerbach, Fishman, and Eisterhold
Nay: None
Motion Approved: 4-0

VII. Public Hearing: Lincoln Avenue Plan – Amendment to Comprehensive Plan
(Continued from February 26, 2014, January 22, 2014, December 4, 2013 and October 23, 2013)

Motion to Continue Item #7, Public Hearing: Lincoln Avenue Plan – Amendment to Comprehensive Plan to April 23, 2014 by Commissioner Fishman, and Seconded by Commissioner Auerbach.

Aye: Fishman, Auerbach, Goldfein, and Eisterhold
Nay: None
Motion Approved: 4-0

VIII. Public Hearing: Commercial Masonry Requirements – Zoning Code Text Amendment
(Continued from February 5, 2014, November 6, 2013, September 11, 2013 and Remanded by Village Board and Committee on Ordinances, Rules, and Buildings)

Motion to Continue Item #8, Public Hearing: Commercial Masonry Requirements – Zoning Code Text Amendment to April 23, 2014 by Commissioner Fishman, and Seconded by Commissioner Auerbach.

Aye: Fishman, Auerbach, Goldfein, and Eisterhold
Nay: None
Motion Approved: 4-0

IX. Public Hearing: Medical Cannabis Dispensaries and Cultivation Centers – Zoning Code Text Amendment

Commissioner Sampen stated that he is fine with the current regulation and does not believe that this is an issue. Commissioner Sampen did ask if the word "impervious" should be added to the definition.

Staff next presented balcony definitions from Morton Grove, Park Ridge, and Wilmette. Of the 14 communities surveyed, therse three communities were the only ones who had balconies defined.

Currently, balconies in the front yard require a Special Use and must not project more than four feet (4') from the building. Is it the intent of the Plan Commission that every balcony on a front elevation require a Special Use or do balconies that only encroach into a required front yard setback require a Special Use and even in that event cannot be more than four feet from the building?

Commissioner Auerbach asked if a Special Use is more onerous than a Variation.

Mr. Cook explained that to meet the standards for a Variation, it is actually more onerous than the hardships for a Special Use. Generally speaking, for a Special Use, the applicant must show a benefit to the community and are rarely used in a residential situation.

Regarding porch definitions, of the same 14 communities survey, only Park Ridge had a defined definition. Currently, porches are allowed to be four feet from side and rear lot lines. Since porches are roofed accessory structures, Staff's belief is that porches have a more detrimental impact than a terrace. A porch should be defined as a roofed over open structure and is not included in the floor area ratio (FAR).

Staff concurred with Park Ridge's porch terminology clearly identifying where they are allowed. Park Ridge's definition of a porch is that they are unenclosed, can extend no more than five feet (5') into the required front and corner side yard, extend no more than five feet (5') into the required rear yard, and not allowed in interior side yards.

Chairman Eisterhold asked if anybody in the audience would like to address the Plan Commission. Let the record state that no one came forward.

Motion to Continue to the April 2, 2014 Plan Commission Meeting was made by Commissioner Yohanna, and Seconded by Commissioner Jakubowski.

Aye: Yohanna, Jakubowski, Auerbach, Goldfein, Sampen, and Eisterhold
Nay: None
Motion Approved: 6-0

V. PUBLIC HEARING: Definitions – Zoning Code Text Amendment

(Continued from January 22, 2014, December 4, 2013, October 2, 2013, August 7, 2013, June 5, 2013, May 1, 2013, March 6, 2013, and February 6, 2013)

Motion to Continue to the April 2, 2014 Plan Commission Meeting was made by Commissioner Yohanna, and Seconded by Commissioner Jakubowski.

Aye: Yohanna, Jakubowski, Auerbach, Goldfein, Sampen, and Eisterhold
Nay: None
Motion Approved: 6-0

VI. PUBLIC HEARING: Lincoln Avenue Plan – Amendment to Comprehensive Plan

(Continued from January 22, 2014, December 4, 2013, and October 23, 2013)

Motion to Approve Fence Material Regulations was made by Commissioner Yohanna, and Seconded by Commissioner Jakubowski.

Aye: Yohanna, Jakubowski, Auerbach, Goldfein, Sampen, and Eisterhold
Nay: None
Motion Approved: 6-0

VIII. NEXT MEETING:

Chairman Eisterhold declared that the next Plan Commission Meeting will be held Wednesday, April 2, 2014.

IX. ADJOURNMENT:

Hearing no further business, **Motion to Adjourn** made by Commissioner Auerbach, and Seconded by Commissioner Yohanna. Meeting adjourned at 9:25 p.m.

Aye: Auerbach, Yohanna, Goldfein, Jakubowski, Sampen, and Eisterhold
Nay: None
Motion Approved: 6-0

Respectfully Submitted,

Kathryn M. Kasprzyk

Kathryn M. Kasprzyk
Community Development Coordinator

V. PUBLIC HEARING: Definitions – Zoning Code Text Amendment

(Continued from December 4, 2013, October 2, 2013, August 7, 2013, June 5, 2013, May 1, 2013, March 6, 2013, and February 6, 2013)

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

Staff presented the Recommended Draft Definitions (based on the Village of Skokie) for Carryout Restaurants, Limited Service Restaurants, and Full Service Restaurants. Carryout Restaurants are defined as an establishment where there is limited to no seating. However, up to five seats may be provided, whether inside or outside. A Full-Service Restaurant is defined as an establishment that provides food services to patrons while seated and pay after eating. A third "catch-all" category is called a Limited Service Restaurant. This includes restaurants where you pay before eating.

Commissioner Sampen inquired as to why we need three different restaurant classifications.

Mr. Cook explained that the three categories were devised to incorporate off-street parking requirements as well as Trustee Cope's desire to review of the appropriateness of the restaurant types per Zoning District.

Commissioner Goldfein asked if it was appropriate to expand upon Skokie's definition and feels the five-seat limit on carryout is confining and probably hard to enforce.

Mr. Cook agreed that any standard that is predicated on seats is very difficult to administer.

Using floor area to determine off-street was discussed in detail, especially in regards to Carryout Restaurants. Drive-thrus were discussed for all restaurant definitions and any drive-thru would require a Special Use. Parking standards for Carryout and Limited Service Restaurants will be further researched and discussed.

Chairman Eisterhold asked for a consensus to use the Skokie model of one parking space for each 300-square feet for Carryout Restaurants for off-street parking requirements.

Commissioner Goldfein asked for 250-square feet and eight seats instead of five. The Commissioners agreed with the new requirements.

For Banquet Seating or Banquet Hall, there was no need to review or modify at this time.

Regarding Fence, Semi-Private, or Semi-Private Fence, it was a review to potentially eliminate redundant references.

In regards to Façade, this was an effort to improve an existing definition to avoid confusion or an undesired application of our Code. Definitions were presented to define façade and elevations. Chairman Eisterhold would like to add parking lots to the façade definition. A higher expectation is needed for those facades that are viewed by the public. What kind of material would we allow for the back of buildings or alleyways?

Motion to Continue to February 26, 2014 by Commissioner Auerbach, and Seconded by Commissioner Goldfein.

Aye: Auerbach, Goldfein, Fishman, Sampen, Yohanna, and Eisterhold
Nay: None
Motion Carried: 6-0

VI. PUBLIC HEARING: Lincoln Avenue Plan – Amendment to Comprehensive Plan
(Continued from December 4, 2013 & October 23, 2013)
Request: Moratorium and Amendment to Comprehensive Plan Concerning the Lincoln Avenue Subarea Including but Not Limited to Multi-Family Housing

Motion to Continue to February 26, 2014 by Commissioner Auerbach, and Seconded by Commissioner Goldfein.
Aye: Auerbach, Goldfein, Fishman, Sampen, Yohanna, and Eisterhold
Nay: None
Motion Carried 6-0

VII. PUBLIC HEARING: Fence Material Regulations - Zoning Code Text Amendment
(Continued from December 4, 2013 & November 6, 2013)
Request: Text Amendment to Consider Unacceptable Fence Materials and Fence Design Requirements

Motion to Continue to February 5, 2014 by Commissioner Auerbach, and Seconded by Commissioner Goldfein.
Aye: Auerbach, Goldfein, Fishman, Sampen, Yohanna, and Eisterhold
Nay: None
Motion Carried 6-0

VIII. NEXT MEETING:

Chairman Eisterhold declared the next Plan Commission meeting will be held on Wednesday, February 5, 2014.

IX. ADJOURMENT:

Hearing no further business, **Motion to Adjourn** made by Commissioner Fishman, and Seconded by Commissioner Goldfein. Meeting adjourned at 9:36 p.m.

Aye: Fishman, Goldfein, Auerbach, Sampen, Yohanna, and Eisterhold
Nay: None
Motion Carried: 6-0

Respectfully Submitted,

Kathryn M. Kasprzyk
Community Development Coordinator

Motion to Continue the matter to the January 8, 2014 regularly scheduled meeting by Commissioner Auerbach and seconded by Commissioner Fishman.

Aye: Auerbach, Fishman, Goldfein, Sampen, Yohanna, and Eisterhold
Nay: None
Motion Carried 6-0.

Chairman Eisterhold requested that two Plan Commission meetings will be held in both January and February. The Commission members concurred with the request .

Chairman Eisterhold asked Staff if they could notify Mrs. Glickman regarding the date of the next Plan Commission meeting where the fencing issue will be discussed.

IV. PUBLIC HEARING: Accessory Structures – Zoning Code Text Amendment (*Continued from September 11, 2013)*

V. PUBLIC HEARING: Definitions – Zoning Code Text Amendment *(Continued from October 2, 2013)*

VI. PUBLIC HEARING: Lincoln Avenue Plan – Amendment to Comprehensive Plan (*Continued from September 11, 2013)*

Chairman Eisterhold asked for consensus to continue the remaining three agenda items to the January 22, 2014 Plan Commission meeting. The Commission concurred and voted to continue the three matter by one roll call vote.

Motion to Continue the matter to the January 22, 2014 regularly scheduled meeting by Commissioner Fishman and seconded by Commissioner Auerbach.

Aye: Fishman, Auerbach, Goldfein, Sampen, Yohanna, and Eisterhold
Nay: None
Motion Carried 6-0.

IX. NEXT MEETING

Chairman Eisterhold declared the next Plan Commission meeting will be held on Wednesday, January 8, 2014.

X. PUBLIC COMMENT

None.

XI. ADOURNMENT:

Hearing no further business, Motion to adjourn made by Commissioner Auerbach and seconded by Commissioner Fishman. Meeting adjourned at 10:05 p.m.

MEETING MINUTES OF THE
PLAN COMMISSION
October 2, 2013
7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN
LINCOLNWOOD, IL

MEMBERS PRESENT:
Chairman Paul Eisterhold
Irving Fishman
Don Sampen
Mark Yohanna
Patricia Goldfein
Sue Auerbach
Steve Jakubowski (at 7:18pm)

MEMBERS ABSENT:
None

STAFF PRESENT:
Community Development Manager Aaron N. Cook, AICP

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of six members present and called the meeting to order at 7:05 p.m.

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

Motion to approve the September 11, 2013 Plan Commission minutes was made by Commissioner Fishman and Seconded by Commissioner Goldfein with minor changes. Motion approved 5-0-1 (Commissioner Auerbach abstained).

IV. Public Hearing: Definitions – Zoning Code Text Amendment

Chairman Eisterhold indicated that the matter had been continued most recently from the August 7, 2013 Plan Commission meeting. Chairman Eisterhold indicated that at the last meeting the Commission directed staff to research the restaurant definitions from other communities.

Mr. Cook presented the matter as it relates to the definition of restaurants. Mr. Cook explained that staff reviewed other communities to determine how restaurants are not only defined but categorized. Mr. Cook presented the information from nearby communities. Mr. Cook indicated that there is no standardized manner to define and

categorize restaurants. Mr. Cook reviewed the current categories and definitions for restaurants, restaurant and fast-food or carry-out restaurant.
Chairman Eisterhold indicated that while he reviewed the materials gathered from other communities he thought of many examples of restaurants that did not fit into the definitions and categories used in other communities. Chairman Eisterhold explained the list he prepared which identified multiple different potential restaurant types. Chairman Eisterhold stated that he did not get in to the parking side of the consideration but rather focused on how the different restaurant types operate. Mr. Cook cautioned the Plan Commission against trying to establish many different restaurant types as too many categories can be ineffective.

Commissioner Fishman stated that he is less concerned with the definitions than he is concerned about what is realistic. Commissioner Fishman stated that rather than looking at other communities he would like to know what is realistic property to property within Lincolnwood. Commissioner Fishman asked if restaurants have experienced problems with parking and if so what the problems were. Commissioner Fishman indicated that many of the restaurants he visits do not appear to have problems.

Commissioner Auerbach agreed and stated that trying to organize definitions and parking requirements are difficult. Commissioner Auerbach indicated that the problem is when parking occurs on residential streets. Commissioner Auerbach observed that most businesses resolve potential problems by establishing valet and finding extra parking elsewhere. Commissioner Auerbach stated that it is her opinion that most businesses do not want their customers to park on residential parking.

Mr. Cook stated that the matter before the Plan Commission is not a matter of regulating existing restaurants but rather the regulations that new restaurants must comply with. Mr. Cook reminded the Plan Commission that in 2011 the Commission considered and made recommendations to reduce the requirement number of off-street parking for sit-down restaurants. Mr. Cook stated that the existing definitions are not clear enough on the differentiation between the two restaurant types within the Village. Mr. Cook explained that the matter up for discussion is the category/types of restaurants and how to define such restaurants given the potential confusion of the existing definitions. Mr. Cook indicated that the Plan Commission's task is to clarify the definitions. If during the consideration it is believed that additional restaurant types should be identified the Plan Commission may take the information gathered from other communities and use it as a guide.

Commissioner Goldfein asked if the Illinois State Health Code defines restaurants in a manner that may be useful. Mr. Cook indicated he did not review the codes but that he believes those codes regulate the service of food which applies equally to all restaurant types. Commissioner Goldfein asked how many restaurants are in Lincolnwood. Mr. Cook stated that there is not a complete inventory of all restaurants in the community.

Commissioner Sampen asked what the current off-street parking requirements are for both restaurant categories. Mr. Cook indicated that the sit-down restaurant parking requirement is 10 spaces per 1,000 square feet and carry-out restaurants are 1 space per

seat plus 3 spaces per cashier station plus one space per employee. Commissioner Sampen asked if there have been any problems in administering the requirements and if any restaurants have not opened because of the off-street parking requirements. Mr. Cook stated that there have not been many inquiries for new restaurants in the community in the past one year. Mr. Cook added that Meatheads opened in the community under the parking requirements. Mr. Cook used Meatheads as an example on the lack of clarity in the definitions of sit-down and carry-out restaurants. Mr. Cook explained that Meatheads could fit into either category.

Commissioner Fishman stated that he would like to know if Skokie has experience any problems with parking around the area of Sanders on Touhy Avenue. Commissioner Fishman indicated that he doesn't believe that aside from one restaurant that there are any parking problems associated with restaurants in Lincolnwood.

Commissioner Goldfein asked if there can be two different parking standards for restaurants that are both sit-down and carry-out restaurant. The Commission continued to discuss different examples of restaurants and how they fit within the two existing restaurant definitions.

Commissioner Goldfein stated that it is appropriate to introduce a third restaurant category that can accommodate some of the "hybrid" type of restaurants that have been given as examples. Commissioner Goldfein suggested that for the third "hybrid" restaurant category it may be appropriate to have a parking requirement be the higher of the per-square-foot determination or the operational standard. Mr. Cook indicated that the standards can be drafted that way.

Commissioner Sampen agreed with adding a third category with discretion given to the Zoning Officer to make determination in cases of a restaurant type that may not fit clearly into one of the three definitions. Commissioner Sampen suggested that staff prepare draft definitions of the three restaurant types discussed.

Commissioner Fishman stated that he is not in favor of simply accepting standards from other communities. Commissioner Fishman indicated that it is more important in his opinion to understand if there are any problems at existing restaurants in Lincolnwood. Mr. Cook explained that it is common practice to research communities in the area to understand how other communities regulate a given item. Commissioner Goldfein indicated that without paying for a parking study a review of existing conditions will be unscientific.

Commissioner Auerbach asked the range of restaurant types that would fall into the middle new "hybrid" definition. Mr. Cook stated that the middle definition may include everything that does not fit neatly into either carry-out restaurant or sit-down restaurant.

Chairman Eisterhold stated that it may be beneficial for staff to identify the restaurant types with definitions and then using those categories place the existing restaurants in Lincolnwood into the proposed categories.

Commissioner Fishman asked how many more restaurants will open in Lincolnwood. He wondered if the Village should be spending as much time on this issue. Mr. Cook indicated that the regulations would apply to new restaurants including the re-use of spaces previously used as restaurants.

Commissioner Goldfein asked what other sections of the Zoning Code of Municipal Code will need to be reviewed if the definitions are amended. Mr. Cook stated that the subject matter is strictly a zoning matter. Mr. Cook added that staff will ensure that if any changes are made to the Zoning Code that other sections are consistent as needed and that possibly the business license section would need to be reviewed.

Chairman Eisterhold reiterated the direction to have staff prepare draft definitions as well as list the existing restaurants in the community under each proposed restaurant type.

Chairman Eisterhold discussed the Banquet facilities definition item. He indicated that the term is defined however it is not found in the land use table. Mr. Cook stated that is the reason staff included this as an item for discussion. He further explained that defining a use that is not included in the land use table is an uncommon practice but it is not necessarily inappropriate. Mr. Cook indicated that staff has conferred with the Village Attorney and recommend no change to the Zoning Code relative to the definition of banquet facilities.

The Plan Commission recessed at 8:05pm for five minutes.

The Plan Commission discussed the appropriateness of permitting banquet facilities in Lincolnwood. Mr. Cook indicated that the legal notice for the item did not include a review of where banquet facilities may be permitted but rather a review of the definition only. Commissioner Fishman indicated that the former Purple Hotel had a banquet facility. Mr. Cook indicated that hotels with a banquet facility as an accessory use is part of the land use table but stand-alone banquet facilities are not.

The Commission discussed the definition of board-on-board fence. The consensus was to not remove the two references to shadow box and board-on-board fences. The Commission preferred that the definition be slightly modified to read "board-on-board aka shadow box fence".

The Plan Commission discussed the definition of façade. Mr. Cook indicated that most of staff's concern with the current definition is being addressed as part of the commercial design standards discussion. Mr. Cook recommends that the definition of façade is best addressed as part of the commercial design standards. Chairman Eisterhold stated that as part of the definition there is a reference to public street however there are several private streets in the community which should still receive the same treatment as a public street. Chairman Eisterhold recommended that staff prepare a definition of façade and elevation.

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

Motion to Continue the matter to the December 4, 2013 regularly scheduled meeting

by Commissioner Yohanna and Seconded by Commissioner Sampen.
Aye: Yohanna, Sampen, Jakubowski, Goldfein, Auerbach, Fishman, and Eisterhold
Nay: None
Motion Carried 7-0.

V. OTHER BUSINESS: Public Hearing Procedures

Commissioner Sampen indicated that he requested a discussion on the procedures for public hearings particularly in light of several recent contentious hearings. Commissioner Sampen stated that the hearings continue for a long period of time. Commission Sampen indicated that while listening to the testimony of both the applicants and objectors raised concerns. Commissioner Sampen indicated that he was not certain the PC needs to provide unlimited time to an applicant to make their case in order to avoid unnecessarily lengthy hearings. Commissioner Sampen stated that establishing time limits at the beginning can be beneficial and being reasonable if an applicant needs more time. Commissioner Sampen also expressed concerned if an applicant receives unlimited time but an objector is given limited time. Commissioner Sampen described that such a format may give an appearance of unfairness. Commissioner Sampen stated that he believes there should be rough parody between applicant and group of objectors.

The Plan Commission discussed the concerns raised and methods to hold a public hearing to address the concerns while also effectively hold a hearing. The Commission generally agreed with Commissioner Sampen however there was not specific consensus on needing a change in the format of the public hearing identifying that applicants have a case to make with many facts. The Commission agreed that the Chairman exercised proper discretion during the recent cases and believes that the Chair's discretion is appropriate moving forward.

XI. NEXT MEETING

Staff reminded the Commission of a Public Hearing/Workshop meeting scheduled for Wednesday October 23, 2013.

XII. PUBLIC COMMENT

None.

XIII. ADOURNMENT:

Hearing no further business, Motion to adjourn made by Commissioner Yohanna and Seconded by Commissioner Goldfein. Motion approved unanimously 7-0. Meeting adjourned at 9:00 PM.

Respectfully submitted,

Aaron N. Cook, AICP
Development Manager

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

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

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

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

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

VI. PUBLIC HEARING: Public Hearing: Definitions – Zoning Code Text Amendment
(*Continued from June 5, 2013, May 1, 2013, March 6, 2013 and February 6,2013)*
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not Limited to Banquet Facility, Banquet Hall, Façade, Fence, Semi-Private or Semi-Private Fence, Restaurant and Restaurants, Fast-Food or Carryout

Trustee Cope joined the Plan Commission meeting.

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

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

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

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

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

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

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

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

Commissioner Sampen left the meeting.

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

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

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

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

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

Motion was made by Commissioner Fishman to recommend the Text Amendment to the three codes relative to A-frame/Portable/Sandwich Board Signs as written by Staff with the exception to changes as follows; proposed 11.04(9) –i. and vii. change tenant to business, 11.04(9) moved to under exempt signs in 11.05(24) , and that the suggestion of the enforcement of these new provisions will not take place until January 1, 2014. Seconded by Commissioner Goldfein. Motion approved 5-0 Aye.

V. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment**
(Continued from May 1, 2013, March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Notice Requirements for Public Hearings

Development Manager Cook explained last meeting this was continued due to a 2-2 vote. Discussion ensued.

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

Motion to remove and eliminate 5.20 (1)e the Zoning Officer discretionary rule and keep the 250 feet mailing requirement. Seconded by Commissioner Yohanna. Vote 3-1-1 Commissioner Sampen voted No, Commissioner Goldfein Abstained.

VI. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout (*Continued from May 1, 2013, March 6, 2013 & February 6, 2013)*

Development Manager Cook indicated to the Commission that Trustee Cope had some concerns relative to this definition Text Amendment. Would like to continue this meeting to allow him to be present.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to August 7, 2013 made by Commissioner Yohanna and Seconded by Commissioner Goldfein. Motion approved 5-0.

VII. PUBLIC HEARING: Accessory Structures – Zoning Code Text Amendment
Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces (*Continued from May 1, 2013, March 6, 2013 & February 6, 2013*)

Development Manager Cook indicated there are three various obstructions are permitted. However a review is necessary at this time. Within those three we should discuss open patios. Currently, a resident is interested in the outcome of this discussion. The Zoning Ordinance has unclear language when discussing open patios when it pertains to the size of patios. Open patios are permitted as follows: Open patios or terraces in a residential

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

V. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment**
(Continued from March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Notice Requirements for Public Hearings

Development Manager Cook explained to the Commission that Staff had checked with surrounding communities and most are in line with our standard of 250 feet. Staff also consulted with Village Attorney's regarding any legal concerns or liability issues with the existing notification requirements. Village Attorney indicated there will be no liability for the Village from applicants or from neighbors in the event greater notification is required for various zoning application. Staff continues to have concerns with the discretionary nature of the notice requirements and recommends an amendment to either eliminate the discretionary notice or, clarify when additional notice is required.

Commissioner Goldfein stated that Commissioner s Yohanna and Jakubowski did not see an issue with this notice requirement for public hearings.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to keep the language the way it is in the Ordinance made by Commissioner Sampen and Seconded by Commissioner Goldfein. Vote 2-2 - Commissioners Sampen and Goldfein Yes, Commissioners Auerbach and Eisterhold Nay. Plan Commission rescinded Motion 4-0, and Motion to Continue to June 5, 2013 4-0.

VI. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to July 10, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

VII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout (*Continued from March 6, 2013 & February 6, 2013)*

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

VIII. PUBLIC HEARING: **Accessory Structures – Zoning Code Text Amendment**
Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

IX. PUBLIC HEARING: Compliance Deadlines for Fences – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Compliance Deadlines Associated with Fence Violations (*Continued from March 6, 2013 & February 6, 2013*)

Development Manager Cook explained that under no other Zoning Code section is there a stipulation as to how Staff should move forward to take corrective or enforcement action to handle a violation. That is handled at an internal Staff protocol. Typically, warnings are giving with a time frame for compliance. Fences are the only section where there is specific step by step code required compliance. Staff notes this is an oddity and this is not how violations should be handled. Staff recommends elimination in code form the specific steps in fence violations.

Commissioner Sampen indicated that he would like this section to stay. The notice period and compliance period should be kept as a guideline.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to eliminate compliance deadlines for fence violations made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion 3-1, Commissioner Sampen Nay.

X. PUBLIC HEARING: Appeals of Administrative Order or Zoning Officer – Zoning Code Text Amendment
Request: Text Amendment to Consider Modification Concerning the Zoning Board of Appeals as the Final Administrative Determination Body for the Village of Lincolnwood (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to July 10, 2013 made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

VII. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

VIII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout (*Continued from February 6, 2013)*
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

IX. PUBLIC HEARING: **Accessory Structures – Zoning Code Text Amendment**
Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

X. PUBLIC HEARING: Compliance Deadlines for Fences – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Compliance Deadlines Associated with Fence Violations (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XI. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Massage Therapy as Permitted, Special Use, or Prohibited Use in Certain Zoning Districts (*Continued from February 6, 2013*)

Development Manager Cook stated that Massage Therapy is not found in the land use table. Yet, the more specific reference to a preferred use type in the overlay district includes this as a specific land use type. The matter before the Commission is a consideration of Massage Therapy and identifying that if it is a permitted use, special use or a prohibited use based on the Zoning District. In order to be fairly consistent with the

VIII. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment ***(Continued from January 9, 2013)***
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

IX. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment** ***(Continued from January 9, 2013)***
Request: Text Amendment to Review Notice Requirements for Public Hearings
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

X. PUBLIC HEARING: Definitions – Zoning Code Text Amendment ***(Continued from January 9, 2013)***
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not Limited to "Floor Area, Gross; Lot Coverage, and Development Site.
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XI. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

Agenda Item #6

Staff Report
Plan Commission
April 2, 2014

Continued from January 22, 2014, December 4, 2013, October 2, 2013, August 7, 2013, June 5, 2013, May 1, 2013, March 6, 2013 & February 6, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Subject text amendment is applicable to all zoning districts

Requested Action: Text amendment to the Definitions Section Article II, Part A, 2.02, relative to Fence, Semi-Private, or Semi-Private Fence; Banquet Facility, Façade, and Restaurant/Restaurant, Fast-Food or Carryout

Nature of Request: Certain text amendments are proposed to eliminate unnecessary/confusing references and to clarify certain definitions.

Petitioner: Village Board

Summary

Note: Below is the summary provided at the January 22, 2014 Plan Commission meeting. This matter was continued to the April 2nd without discussion by the Plan Commission at the January meeting.

Restaurant/Restaurant, Fast-Food or Carryout

At the October 2, 2013 meeting, the Plan Commission reviewed research of restaurant definitions from surrounding communities. Many of the communities surveyed define multiple different restaurant types. Based on this, the Plan Commission generally concluded that clarifying and expanding restaurant definitions are appropriate given the wide range of restaurant types. Based on this consensus staff reviewed the definitions used in neighboring communities and recommends the Plan Commission consider three restaurant categories/types:

- Restaurant, Full-service
- Restaurant, Carryout
- Restaurant, Limited service

These three categories largely align with the discussion by the Plan Commission to include sit-down, carry-out, and a "hybrid" restaurant types. Skokie has adopted the most similar approach to defining restaurants. Staff recommends that the Plan Commission consider the definitions as adopted by Skokie and at the December 4th meeting make modifications as needed. Staff has deleted some language from the Skokie adopted definitions which are found below:

Skokie

Restaurant, carryout:	Any establishment where the primary purpose of the operation is the preparation and service of food and/or beverages for immediate consumption off the premises; however, up to 5 seats may be provided for patrons.
Restaurant, limited service:	An establishment that provides food *and/or beverage* services (except carryout restaurants) where patrons order or select items and pay before eating*/drinking.* Including cafeterias, which use cafeteria-style serving equipment, a refrigerated area, and self-service beverage dispensing equipment, and which display food and drink items in a continuous cafeteria line. ~~Some establishments in this subcategory may provide food services in combination with selling alcoholic beverages.~~
Restaurant, full-service:	An establishment that provides food services to patrons who order and are served while seated and pay after eating. ~~They may provide this service in combination with selling alcoholic beverages, providing carryout services, or presenting live nontheatrical entertainment.~~ ~~Banquet halls with catering staff are considered a full-service restaurant for the purpose of this ordinance.~~

<u>Review of Existing Lincolnwood Restaurants</u>

As requested, staff has prepared a list of how existing restaurants in the community would be defined under the three restaurant categories.

Restaurant, Carryout	Restaurant, Limited Service	Restaurant, Full-Service
New York Bagel	Starbucks	Psisteria
Dunkin Donuts	Long John Silvers	Renga Tei
Dairy Star	Five Guys	Wholly Frijoles
Go Go China	Oberweis	Red Lobster
Rosati's	Meatheads	Olive Garden
	Chipotle	El Pueblito
	Happy Chef	Lou Malnati's
	Taste of Cuba	Great Beijing
	Jaffa Bakery (coming soon)	Whistler's
	Subway	Myron & Phils
	Bunny Hutch	Kow Kow
		LWoods

Off-Street Parking

Upon concurrence by the Plan Commission to adopt three restaurant categories and the definitions, the Commission shall consider the appropriate off-street parking requirements. As the Commission may recall the Village recently amended the off-street parking requirements for sit-down restaurants. The current requirement is 10 spaces per 1,000 square feet of floor area.

Below is a summary of the restaurant off-street parking requirements for Skokie.

Carryout restaurant:	1 parking space for each 300 ft^2 of net floor area.
Limited-service and full-service restaurants	1 parking space for each 100 ft^2 of net floor area.

Skokie requires the same number of off-street parking spaces for both limited service and full-service restaurants. This requirement calculates to be the same as Lincolnwood's off-street parking for sit-down restaurants. Skokie does differ in the requirement for carryout restaurants. Lincolnwood requires "1 space per seat, plus 3 spaces per cashier station, plus 1 space per employee". This standard is difficult to apply without full floor plans and is also difficult to enforce. Skokie has established a consistent approach in how off-street parking should be calculated for restaurants based on square foot of net floor area.

At the December 4, 2013 meeting the Plan Commission shall consider:

1. Category/Types of Restaurants to Define
2. Specific Language of the Definitions for Restaurant Categories/Types
3. Off-Street Parking Standards for Defined Restaurant Types

Banquet Facility, Banquet Hall: Initially staff sought consideration of a potential issue of the Zoning Ordinance defining Banquet Facility, Banquet Hall which is not listed in the Land Use Table. Staff recommended clarifying that such uses are not permitted by eliminating the definition from the Zoning Ordinance. In further reviewing the matter staff recommends no action on this item.

Fence, Semi-Private, Or Semi-Private Fence: Below find the minor changes to the definition of Fence, Semi-Private consistent with the direction of the Plan Commission.

> "**FENCE, SEMI-PRIVATE, OR SEMI-PRIVATE FENCE:** A Fence which is not a Solid Fence nor an Open Fence. These types of fences are restricted to board-on-board *also known as* ~~and~~ shadow box types. The open space between vertical fence boards shall not exceed 85% of the width of the boards on the same side of the Fence."

Façade: The purpose of this review is to clarify a potentially unclear definition of "façade" as currently found in the Zoning Code. Facades are subject to additional standards such as higher quality building materials, additional articulation requirements, greater window requirements, etc. The current definition found in the Zoning Code reads:

"FAÇADE: The exterior wall of a building that is exposed to public view."

The challenge with the definition is that all exterior walls of a building could potentially be exposed to public view. The Plan Commission generally concluded that the intent of the Zoning Code is to require high quality materials on elevations facing a street and not necessarily to require high quality materials on all building elevations.

The Plan Commission directed staff to prepare language for adoption modifying the definition of façade. As part of this consideration the Plan Commission directed staff to define "elevation". A common definition found by staff is, "The external face of a building or structure." Staff believes this definition is sufficient for purposes of clarifying between façade and building elevation. Below for Plan Commission consideration are the proposed definitions consistent with the information previously presented and the discussion of the Plan Commission at the October 2nd meeting.

FAÇADE: The exterior wall of a building facing a public or private street and public access drives but shall exclude alleyways.

ELEVATION: The external face of a building or structure.

Attachments

1. Restaurant Research

Restaurant Research

Evanston

Restaurant, Type 1:	An establishment in which the principal use is the service of prepared food and beverages for consumption on the premises. All service of prepared food and beverages for consumption on the premises shall require customers to order at a table, booth, or dining counter with service by a waiter or waitress at said table, booth, or dining counter and shall also require the use of reusable (nondisposable) flatware and dishware. Drive-through facilities are prohibited.
Restaurant, Type 2:	An establishment in which the principal use is the service of prepared food and/or beverages for consumption on and/or off the premises and that is not a "restaurant, type 1" as defined herein. This definition shall not include establishments where incidental prepared food and beverage service is accessory to a bakery, food establishment, convenience store, food store establishment, meat market, or similar principal use nor shall it include cafeterias that are accessory to hospitals, colleges, universities, schools or other similar principal uses. (Ord. 9-0-10)

Evanston's off-street parking requirements are the same for both types of restaurants:

Restaurants, type 1 and type 2:	4 spaces per 1,000 square feet gross floor area

Skokie

Restaurant, carryout:	Any establishment where the primary purpose of the operation is the preparation and service of food and/or beverages for immediate consumption off the premises; however, up to 5 seats may be provided for patrons.
Restaurant, limited service:	An establishment that provides food services (except carryout restaurants) where patrons order or select items and pay before eating, including cafeterias, which use cafeteria-style serving equipment, a refrigerated area, and self-service beverage dispensing equipment, and which display food and drink items in

	a continuous cafeteria line. Some establishments in this subcategory may provide food services in combination with selling alcoholic beverages.
Restaurant, full-service:	An establishment that provides food services to patrons who order and are served while seated and pay after eating. They may provide this service in combination with selling alcoholic beverages, providing carryout services, or presenting live nontheatrical entertainment. Banquet halls with catering staff are considered a full-service restaurant for the purpose of this ordinance.

- Also, there is a requirement that "Drive-through facilities are prohibited at carryout and full-service restaurants."

Skokie off-street parking requirements

Bars or Drinking Places:	1 parking space for each 100 ft^2 of net floor area.
Caterer:	1 parking space for each 300 ft^2 of net floor area, plus 1 parking space for each company owned, rented, or leased vehicle kept on site
Carryout restaurant:	1 parking space for each 300 ft^2 of net floor area.
Food establishments (all categories)	1 parking space for each 300 ft^2 of net floor area
Limited-service and full-service restaurants	1 parking space for each 100 ft^2 of net floor area.

Glenview

Glenview uses two distinct terms to distinguish between a 'restaurant' and a 'carryout food and beverage establishment':

Restaurant:	A public eating place, where food is prepared and served to be consumed at a table or counter within the eating place, and served primarily in or on non-disposable containers by a waiter or waitress
Carryout food and beverage establishment	Any business principally engaged in the sale of food or beverages in a ready to consume state, sold in a disposable container principally for private consumption off the premises and which is not a drive-in food and beverage establishment as defined in this section.

Glenview Off-street parking requirements:

Establishments handling the sale and consumption, on the premises, of food, beverages and refreshments, one parking space for each three persons, based upon the maximum number of customers that can be accommodated at the same time in accordance with the designed capacity.

Not in code, but in first part of off-street parking standards: they have to provide adequate parking for all persons (employees), standard in case there's a problem

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Niles

Full Service Restaurant *Type A:*	A public eating place or business establishment whose sole business is the preparation of food and beverages from a kitchen fully equipped for the preparation of meals by restaurant employees, where such food and beverages are sold, served and consumed only on the premises. Restaurant customers are normally provided with an individual menu and are seated at a table, booth or counter on the premises within the eating place, whether free-standing or part of a larger structure, which devotes no less than 50 percent of the total floor area of the business establishment to eating accommodations for not less than 75 patrons that are served on non-disposable or reusable dishes, containers and utensils, by a waiter or waitress and the incidental sale of ready-to-consume or prepared food in disposable containers for private consumption off the premises shall not exceed 25 percent of the gross sales of such business to maintain its restaurant classification. Upon petition of the owner of such restaurant, the president and Board of Trustees may grant a variance, on such terms and conditions as they deem appropriate, to permit the incidental sale of food items to be consumed off the premises up to 331/3 percent of gross sales and to grant a variance for seating accommodations. Live entertainment and dancing may also be permitted.
Full Service Restaurant *Type B:*	An eating establishment where the products sold are consumed entirely within a completely enclosed building, where the taking out of food and drink from such building is purely incidental, and where the consumption of food outside such completely enclosed building is prohibited. Live entertainment and dancing may also be permitted.
Drive-in Restaurant	A drive-in restaurant is any establishment where food, frozen dessert, or beverages are sold to the customer in a ready-to-eat state and where the customer consumes, or is permitted to

	consume, such food, frozen dessert or beverages in an automobile parked upon the premises or at other facilities which are provided for use of the customer for the purpose of consumption and which are located outside the building.

Niles off-street parking requirements:

Restaurants (100 percent consumption on premises):	One and one-tenths parking spaces shall be provided for each two seats. The required parking shall be subject to review as a special use.
Restaurants (combination consumption on premises and carry-out):	One and one-fourth parking spaces shall be provided for each two seats, but not less than one parking space for every 100 square feet of gross floor area. The required parking shall be subject to review as a special use.
Restaurants (carryout only):	One parking space shall be provided for each 100 square feet of floor area. The required parking shall be subject to review as a special use.
Restaurants (drive in and/or refreshment stand where food is consumed in a vehicle on the premises):	One parking space for each 20 square feet of gross floor area, but not less than ten spaces. The required parking shall be subject to review as a special use.

Wilmette

Carry-out food service:	A service which is accessory to a full service restaurant or commercial retail establishment which sells food or beverages to the customer in a ready-to-consume state, and whose design or method of operation includes serving foods or beverages in edible containers or in paper, plastic, Styrofoam, or other disposable containers. This does not include temporary uses regulated by Article 6, Part 5 of this Chapter
Delivery, food service:	A service which is accessory to a full service restaurant or limited service restaurant which provides home delivery of food or beverages for immediate consumption and which has two (2) or more delivery vehicles.
Restaurant, full service:	A business whose principal purpose is the sale and on-site consumption of food or beverages, where items are ordered from an individual menu and served by wait staff on non-disposable

	tableware. This shall not include a limited service restaurant or convenience food mart.
Restaurant, limited service:	A business whose principal purpose is the sale of food or beverages where the food or beverages which is paid for before consumption, or are ordered from a fixed menu board, or are served in paper, plastic, Styrofoam, or other disposable containers for immediate consumption on or off the premises.

Wilmette off-street parking requirements:

Carry-out food service (accessory):	3 per cashier station (in addition to other requirements)
Carry-out food service (accessory) in the "VC" Zoning District east of Green Bay Road:	1.5 per cashier station (in addition to other requirements)
Food service delivery (accessory):	1 for first 2 vehicles + 1 for each vehicle over 2
Full Service Restaurants:	1 per 3 seats
Full Service Restaurants in the "VC" Zoning District east of Green Bay Road:	1 per 6 seats

Highland Park

Restaurant:	Any business, other than a boarding house, where food or meals are provided for compensation, for consumption on the premises, inside a building, including a cafe, cafeteria, coffee shop, dining room, lunchroom or tearoom, and including the serving of alcoholic beverages when served with and incidental to the serving of meals.
Restaurant, Drive-in:	A fast food or carry-out restaurant where food (including frozen desserts) may be ordered from a motor vehicle, or where a specific motor vehicle parking area is provided on the premises for the consumption of food.
Restaurant, fast food or carry-out:	Any business where the principal part of the business is providing food or meals for compensation in disposable wrappers or

Highland Park off-street parking requirements:

	Parking Spaces	**Loading Spaces**
Outdoor Restaurants:	20 spaces per 1,000 sq. ft. GFA	None for the first 10,000 sq. ft., then 1 per 30,000 sq. ft. up to 70,000 sq. ft. plus 1 per 80,000 sq. ft. thereafter
Restaurants, Fast-food or Carry-out parking space requirements:	20 spaces per 1,000 sq. ft. GFA for kitchen area, serving counter and waiting area, plus 0.5 spaces per seat	One with indoor seating area; none with no seating area provided
Restaurants, Excluding Dancing & Entertainment:	15 spaces per 1,000 sq. ft. GFA	
Restaurants, With Dancing & Entertainment:	20 spaces per 1,000 sq. ft. GFA plus banquet room and meeting rooms	

Morton Grove

Restaurant:	An establishment where food is prepared, served and consumed.
Restaurant- Carryout:	A restaurant where the majority of the food or drink is prepared and served for consumption off the premises
Restaurants- Drive-in:	A restaurant where food or beverages may be ordered from a motor vehicle or where an automobile parking area is provided on the premises for the consumption of goods and beverages.
Restaurant- Sit down:	A restaurant which provides food service to patrons who order and are served while seated and pay after eating.

Morton Grove off-street parking requirements

Restaurant:	1.0 space per 150 square feet of gross floor area
Restaurant - drive-in or carryout	1.0 space per 100 square feet of gross floor area

Agenda Item #5

Staff Report
Plan Commission
January 22, 2014

Continued from December 4, 2013, October 2, 2013, August 7, 2013, June 5, 2013, May 1, 2013, March 6, 2013 & February 6, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Subject text amendment is applicable to all zoning districts

Requested Action: Text amendment to the Definitions Section Article II, Part A, 2.02, relative to Fence, Semi-Private, or Semi-Private Fence; Banquet Facility, Façade, and Restaurant/Restaurant, Fast-Food or Carryout

Nature of Request: Certain text amendments are proposed to eliminate unnecessary/confusing references and to clarify certain definitions.

Petitioner: Village Board

Summary

Restaurant/Restaurant, Fast-Food or Carryout

At the October 2, 2013 meeting, the Plan Commission reviewed research of restaurant definitions from surrounding communities. Many of the communities surveyed define multiple different restaurant types. Based on this, the Plan Commission generally concluded that clarifying and expanding restaurant definitions are appropriate given the wide range of restaurant types. Based on this consensus staff reviewed the definitions used in neighboring communities and recommends the Plan Commission consider three restaurant categories/types:

- Restaurant, Full-service
- Restaurant, Carryout
- Restaurant, Limited service

These three categories largely align with the discussion by the Plan Commission to include sit-down, carry-out, and a "hybrid" restaurant types. Skokie has adopted the most similar approach to defining restaurants. Staff recommends that the Plan Commission consider the definitions as

adopted by Skokie and at the December 4th meeting make modifications as needed. Staff has deleted some language from the Skokie adopted definitions which are found below:

Skokie

Restaurant, carryout:	Any establishment where the primary purpose of the operation is the preparation and service of food and/or beverages for immediate consumption off the premises; however, up to 5 seats may be provided for patrons.
Restaurant, limited service:	An establishment that provides food *and/or beverage* services (except carryout restaurants) where patrons order or select items and pay before eating*/drinking*. Including cafeterias, which use cafeteria-style serving equipment, a refrigerated area, and self-service beverage dispensing equipment, and which display food and drink items in a continuous cafeteria line. ~~Some establishments in this subcategory may provide food services in combination with selling alcoholic beverages.~~
Restaurant, full-service:	An establishment that provides food services to patrons who order and are served while seated and pay after eating. ~~They may provide this service in combination with selling alcoholic beverages, providing carryout services, or presenting live nontheatrical entertainment. Banquet halls with catering staff are considered a full-service restaurant for the purpose of this ordinance.~~

Review of Existing Lincolnwood Restaurants

As requested, staff has prepared a list of how existing restaurants in the community would be defined under the three restaurant categories.

Restaurant, Carryout	Restaurant, Limited Service	Restaurant, Full-Service
New York Bagel	Starbucks	Psisteria
Dunkin Donuts	Long John Silvers	Renga Tei
Dairy Star	Five Guys	Wholly Frijoles
Go Go China	Oberweis	Red Lobster
Rosati's	Meatheads	Olive Garden
	Chipotle	El Pueblito
	Happy Chef	Lou Malnati's
	Taste of Cuba	Great Beijing
	Jaffa Bakery (coming soon)	Whistler's
	Subway	Myron & Phils
	Bunny Hutch	Kow Kow
		LWoods

Off-Street Parking

Upon concurrence by the Plan Commission to adopt three restaurant categories and the definitions, the Commission shall consider the appropriate off-street parking requirements. As the Commission may recall the Village recently amended the off-street parking requirements for sit-down restaurants. The current requirement is 10 spaces per 1,000 square feet of floor area.

Below is a summary of the restaurant off-street parking requirements for Skokie.

Carryout restaurant:	1 parking space for each 300 ft^2 of net floor area.
Limited-service and full-service restaurants	1 parking space for each 100 ft^2 of net floor area.

Skokie requires the same number of off-street parking spaces for both limited service and full-service restaurants. This requirement calculates to be the same as Lincolnwood's off-street parking for sit-down restaurants. Skokie does differ in the requirement for carryout restaurants. Lincolnwood requires "1 space per seat, plus 3 spaces per cashier station, plus 1 space per employee". This standard is difficult to apply without full floor plans and is also difficult to enforce. Skokie has established a consistent approach in how off-street parking should be calculated for restaurants based on square foot of net floor area.

At the December 4, 2013 meeting the Plan Commission shall consider:

1. Category/Types of Restaurants to Define
2. Specific Language of the Definitions for Restaurant Categories/Types
3. Off-Street Parking Standards for Defined Restaurant Types

Banquet Facility, Banquet Hall: Initially staff sought consideration of a potential issue of the Zoning Ordinance defining Banquet Facility, Banquet Hall which is not listed in the Land Use Table. Staff recommended clarifying that such uses are not permitted by eliminating the definition from the Zoning Ordinance. In further reviewing the matter staff recommends no action on this item.

Fence, Semi-Private, Or Semi-Private Fence: Below find the minor changes to the definition of Fence, Semi-Private consistent with the direction of the Plan Commission.

> "**FENCE, SEMI-PRIVATE, OR SEMI-PRIVATE FENCE:** A Fence which is not a Solid Fence nor an Open Fence. These types of fences are restricted to board-on-board *also known as* ~~and~~ shadow box types. The open space between vertical fence boards shall not exceed 85% of the width of the boards on the same side of the Fence."

Façade: The purpose of this review is to clarify a potentially unclear definition of "façade" as currently found in the Zoning Code. Facades are subject to additional standards such as higher quality building materials, additional articulation requirements, greater window requirements, etc. The current definition found in the Zoning Code reads:

"**FAÇADE:** The exterior wall of a building that is exposed to public view."

The challenge with the definition is that all exterior walls of a building could potentially be exposed to public view. The Plan Commission generally concluded that the intent of the Zoning Code is to require high quality materials on elevations facing a street and not necessarily to require high quality materials on all building elevations.

The Plan Commission directed staff to prepare language for adoption modifying the definition of façade. As part of this consideration the Plan Commission directed staff to define "elevation". A common definition found by staff is, "The external face of a building or structure." Staff believes this definition is sufficient for purposes of clarifying between façade and building elevation. Below for Plan Commission consideration are the proposed definitions consistent with the information previously presented and the discussion of the Plan Commission at the October 2nd meeting.

FAÇADE: The exterior wall of a building facing a public or private street and public access drives but shall exclude alleyways.

ELEVATION: The external face of a building or structure.

Attachments

1. Restaurant Research

Restaurant Research

Evanston

Restaurant, Type 1:	An establishment in which the principal use is the service of prepared food and beverages for consumption on the premises. All service of prepared food and beverages for consumption on the premises shall require customers to order at a table, booth, or dining counter with service by a waiter or waitress at said table, booth, or dining counter and shall also require the use of reusable (nondisposable) flatware and dishware. Drive-through facilities are prohibited.
Restaurant, Type 2:	An establishment in which the principal use is the service of prepared food and/or beverages for consumption on and/or off the premises and that is not a "restaurant, type 1" as defined herein. This definition shall not include establishments where incidental prepared food and beverage service is accessory to a bakery, food establishment, convenience store, food store establishment, meat market, or similar principal use nor shall it include cafeterias that are accessory to hospitals, colleges, universities, schools or other similar principal uses. (Ord. 9-0-10)

Evanston's off-street parking requirements are the same for both types of restaurants:

Restaurants, type 1 and type 2:	4 spaces per 1,000 square feet gross floor area

Skokie

Restaurant, carryout:	Any establishment where the primary purpose of the operation is the preparation and service of food and/or beverages for immediate consumption off the premises; however, up to 5 seats may be provided for patrons.
Restaurant, limited service:	An establishment that provides food services (except carryout restaurants) where patrons order or select items and pay before eating, including cafeterias, which use cafeteria-style serving equipment, a refrigerated area, and self-service beverage dispensing equipment, and which display food and drink items in

	a continuous cafeteria line. Some establishments in this subcategory may provide food services in combination with selling alcoholic beverages.
Restaurant, full-service:	An establishment that provides food services to patrons who order and are served while seated and pay after eating. They may provide this service in combination with selling alcoholic beverages, providing carryout services, or presenting live nontheatrical entertainment. Banquet halls with catering staff are considered a full-service restaurant for the purpose of this ordinance.

- Also, there is a requirement that "Drive-through facilities are prohibited at carryout and full-service restaurants."

Skokie off-street parking requirements

Bars or Drinking Places:	1 parking space for each 100 ft^2 of net floor area.
Caterer:	1 parking space for each 300 ft^2 of net floor area, plus 1 parking space for each company owned, rented, or leased vehicle kept on site
Carryout restaurant:	1 parking space for each 300 ft^2 of net floor area.
Food establishments (all categories)	1 parking space for each 300 ft^2 of net floor area
Limited-service and full-service restaurants	1 parking space for each 100 ft^2 of net floor area.

Glenview

Glenview uses two distinct terms to distinguish between a 'restaurant' and a 'carryout food and beverage establishment':

Restaurant:	A public eating place, where food is prepared and served to be consumed at a table or counter within the eating place, and served primarily in or on non-disposable containers by a waiter or waitress
Carryout food and beverage establishment	Any business principally engaged in the sale of food or beverages in a ready to consume state, sold in a disposable container principally for private consumption off the premises and which is not a drive-in food and beverage establishment as defined in this section.

Glenview Off-street parking requirements:

Establishments handling the sale and consumption, on the premises, of food, beverages and refreshments, one parking space for each three persons, based upon the maximum number of customers that can be accommodated at the same time in accordance with the designed capacity.

Not in code, but in first part of off-street parking standards: they have to provide adequate parking for all persons (employees), standard in case there's a problem

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Niles

Full Service Restaurant *Type A:*	A public eating place or business establishment whose sole business is the preparation of food and beverages from a kitchen fully equipped for the preparation of meals by restaurant employees, where such food and beverages are sold, served and consumed only on the premises. Restaurant customers are normally provided with an individual menu and are seated at a table, booth or counter on the premises within the eating place, whether free-standing or part of a larger structure, which devotes no less than 50 percent of the total floor area of the business establishment to eating accommodations for not less than 75 patrons that are served on non-disposable or reusable dishes, containers and utensils, by a waiter or waitress and the incidental sale of ready-to-consume or prepared food in disposable containers for private consumption off the premises shall not exceed 25 percent of the gross sales of such business to maintain its restaurant classification. Upon petition of the owner of such restaurant, the president and Board of Trustees may grant a variance, on such terms and conditions as they deem appropriate, to permit the incidental sale of food items to be consumed off the premises up to 331/3 percent of gross sales and to grant a variance for seating accommodations. Live entertainment and dancing may also be permitted.
Full Service Restaurant *Type B:*	An eating establishment where the products sold are consumed entirely within a completely enclosed building, where the taking out of food and drink from such building is purely incidental, and where the consumption of food outside such completely enclosed building is prohibited. Live entertainment and dancing may also be permitted.
Drive-in Restaurant	A drive-in restaurant is any establishment where food, frozen dessert, or beverages are sold to the customer in a ready-to-eat state and where the customer consumes, or is permitted to

	consume, such food, frozen dessert or beverages in an automobile parked upon the premises or at other facilities which are provided for use of the customer for the purpose of consumption and which are located outside the building.

Niles off-street parking requirements:

Restaurants (100 percent consumption on premises):	One and one-tenths parking spaces shall be provided for each two seats. The required parking shall be subject to review as a special use.
Restaurants (combination consumption on premises and carry-out):	One and one-fourth parking spaces shall be provided for each two seats, but not less than one parking space for every 100 square feet of gross floor area. The required parking shall be subject to review as a special use.
Restaurants (carryout only):	One parking space shall be provided for each 100 square feet of floor area. The required parking shall be subject to review as a special use.
Restaurants (drive in and/or refreshment stand where food is consumed in a vehicle on the premises):	One parking space for each 20 square feet of gross floor area, but not less than ten spaces. The required parking shall be subject to review as a special use.

Wilmette

Carry-out food service:	A service which is accessory to a full service restaurant or commercial retail establishment which sells food or beverages to the customer in a ready-to-consume state, and whose design or method of operation includes serving foods or beverages in edible containers or in paper, plastic, Styrofoam, or other disposable containers. This does not include temporary uses regulated by Article 6, Part 5 of this Chapter
Delivery, food service:	A service which is accessory to a full service restaurant or limited service restaurant which provides home delivery of food or beverages for immediate consumption and which has two (2) or more delivery vehicles.
Restaurant, full service:	A business whose principal purpose is the sale and on-site consumption of food or beverages, where items are ordered from an individual menu and served by wait staff on non-disposable

	tableware. This shall not include a limited service restaurant or convenience food mart.
Restaurant, limited service:	A business whose principal purpose is the sale of food or beverages where the food or beverages which is paid for before consumption, or are ordered from a fixed menu board, or are served in paper, plastic, Styrofoam, or other disposable containers for immediate consumption on or off the premises.

Wilmette off-street parking requirements:

Carry-out food service (accessory):	3 per cashier station (in addition to other requirements)
Carry-out food service (accessory) in the "VC" Zoning District east of Green Bay Road:	1.5 per cashier station (in addition to other requirements)
Food service delivery (accessory):	1 for first 2 vehicles + 1 for each vehicle over 2
Full Service Restaurants:	1 per 3 seats
Full Service Restaurants in the "VC" Zoning District east of Green Bay Road:	1 per 6 seats

Highland Park

Restaurant:	Any business, other than a boarding house, where food or meals are provided for compensation, for consumption on the premises, inside a building, including a cafe, cafeteria, coffee shop, dining room, lunchroom or tearoom, and including the serving of alcoholic beverages when served with and incidental to the serving of meals.
Restaurant, Drive-in:	A fast food or carry-out restaurant where food (including frozen desserts) may be ordered from a motor vehicle, or where a specific motor vehicle parking area is provided on the premises for the consumption of food.
Restaurant, fast food or carry-out:	Any business where the principal part of the business is providing food or meals for compensation in disposable wrappers or

Highland Park off-street parking requirements:

	Parking Spaces	Loading Spaces
Outdoor Restaurants:	20 spaces per 1,000 sq. ft. GFA	None for the first 10,000 sq. ft., then 1 per 30,000 sq. ft. up to 70,000 sq. ft. plus 1 per 80,000 sq. ft. thereafter
Restaurants, Fast-food or Carry-out parking space requirements:	20 spaces per 1,000 sq. ft. GFA for kitchen area, serving counter and waiting area, plus 0.5 spaces per seat	One with indoor seating area; none with no seating area provided
Restaurants, Excluding Dancing & Entertainment:	15 spaces per 1,000 sq. ft. GFA	
Restaurants, With Dancing & Entertainment:	20 spaces per 1,000 sq. ft. GFA plus banquet room and meeting rooms	

Morton Grove

Restaurant:	An establishment where food is prepared, served and consumed.
Restaurant- Carryout:	A restaurant where the majority of the food or drink is prepared and served for consumption off the premises
Restaurants- Drive-in:	A restaurant where food or beverages may be ordered from a motor vehicle or where an automobile parking area is provided on the premises for the consumption of goods and beverages.
Restaurant- Sit down:	A restaurant which provides food service to patrons who order and are served while seated and pay after eating.

Morton Grove off-street parking requirements

Restaurant:	1.0 space per 150 square feet of gross floor area
Restaurant - drive-in or carryout	1.0 space per 100 square feet of gross floor area

Return to VB Agenda

Staff Report
Plan Commission
October 2, 2013

Continued from August 7, 2013, June 5, 2013,
May 1, 2013, March 6, 2013 & February 6, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Subject text amendment is applicable to all zoning districts

Requested Action: Text amendment to the Definitions Section Article II, Part A, 2.02, relative to Fence, Semi-Private, or Semi-Private Fence; Banquet Facility, Façade, and Restaurant/Restaurant, Fast-Food or Carryout

Nature of Request: Certain text amendments are proposed to eliminate unnecessary/confusing references and to clarify certain definitions.

Petitioner: Village Board

Summary

This matter was continued at the August 7, 2013 Plan Commission meeting. The focus of this staff summary is the Restaurant consideration. At the end of this report is the same information previously distributed relative to Banquet Halls and Semi-Private Fences.

Restaurant/Restaurant, Fast-Food or Carryout

At the August 7th meeting the Plan Commission requested additional information on how surrounding communities regulate/define restaurants. Attached to this report is the research with information on how communities categorize various restaurant types and the off-street parking standards.

Of the seven comparative communities surveyed, staff found a common trend of distinguishing between a full-service, or 'sit-down' restaurant, and a limited-service, or 'carry-out' restaurant. There was a notable difference, however, in the standards each community employs in defining a restaurant as either sit-down or carry-out. Similarly, communities typically distinguish between restaurant types in the off-street parking requirements. Like the definitions, there are no apparent standards for how the required off-street parking is calculated.

In conclusion, there is no pre-established standard in defining a restaurant for the Village's neighboring and comparable communities, but most definitions are substantively comparable. This does not apply to off-street parking requirements, though, since some communities do not distinguish between requirements based upon the type of restaurant, whereas others have highly specific and technical standards.

Banquet Facility, Banquet Hall: Initially staff sought consideration of a potential issue of the Zoning Ordinance defining Banquet Facility, Banquet Hall which is not listed in the Land Use Table. Staff recommended clarifying that such uses are not permitted by eliminating the definition from the Zoning Ordinance. In further reviewing the matter staff recommends no action on this item.

Fence, Semi-Private, Or Semi-Private Fence: Section 2.02 of the Zoning Ordinance defines semi-private fence as:

> "**FENCE, SEMI-PRIVATE, OR SEMI-PRIVATE FENCE:** A Fence which is not a Solid Fence nor an Open Fence. These types of fences are restricted to board-on-board and shadow box types. The open space between vertical fence boards shall not exceed 85% of the width of the boards on the same side of the Fence."

This definition refers to both board-on-board and shadow box as fence types. However, board-on-board and shadow box are the same type of fence. To clarify the definition the Plan Commission may consider removing one of the references.

Façade

The generally accepted definition of façade is, "Any side of a building facing a public way or space and finished accordingly." For purposes of applying certain Zoning regulations, communities often narrow the definition to state that facades are any side of the building facing a street and/or public right-of-way. This definition is important because there are greater design standards that apply to facades than other building elevations. As a result, it is clear that the intent is to require higher quality design and materials on those portions of a building that will be most likely visible to the general public. Conversely, there is an acknowledgement that not all elevations are required to have the same high quality finishes.

Staff believes the definition adopted and found in the Zoning Ordinance can be unclear. It reads:

> **FAÇADE:** The exterior wall of a building that is exposed to public view.

The challenge with this definition is that all exterior walls of a building can be exposed to public view. Is it the intent of the Zoning Ordinance to require high quality materials on all building elevations or is it the intent to require high quality materials on those building elevations facing a

street. By defining façade as the Zoning Ordinance currently does there is very little differentiation between building elevation and façade. As such,

Staff recommends the definition be clarified to read that a façade is that portion of a building that faces a public street. This would align with the more commonly used definition of façade as well as staff's interpretation on the intent.

Attachments

1. Restaurant Research

Restaurant Research

Evanston

Restaurant, Type 1:	An establishment in which the principal use is the service of prepared food and beverages for consumption on the premises. All service of prepared food and beverages for consumption on the premises shall require customers to order at a table, booth, or dining counter with service by a waiter or waitress at said table, booth, or dining counter and shall also require the use of reusable (nondisposable) flatware and dishware. Drive-through facilities are prohibited.
Restaurant, Type 2:	An establishment in which the principal use is the service of prepared food and/or beverages for consumption on and/or off the premises and that is not a "restaurant, type 1" as defined herein. This definition shall not include establishments where incidental prepared food and beverage service is accessory to a bakery, food establishment, convenience store, food store establishment, meat market, or similar principal use nor shall it include cafeterias that are accessory to hospitals, colleges, universities, schools or other similar principal uses. (Ord. 9-0-10)

Evanston's off-street parking requirements are the same for both types of restaurants:

Restaurants, type 1 and type 2:	4 spaces per 1,000 square feet gross floor area

Skokie

Restaurant, carryout:	Any establishment where the primary purpose of the operation is the preparation and service of food and/or beverages for immediate consumption off the premises; however, up to 5 seats may be provided for patrons.
Restaurant, limited service:	An establishment that provides food services (except carryout restaurants) where patrons order or select items and pay before eating, including cafeterias, which use cafeteria-style serving equipment, a refrigerated area, and self-service beverage dispensing equipment, and which display food and drink items in

	a continuous cafeteria line. Some establishments in this subcategory may provide food services in combination with selling alcoholic beverages.
Restaurant, full-service:	An establishment that provides food services to patrons who order and are served while seated and pay after eating. They may provide this service in combination with selling alcoholic beverages, providing carryout services, or presenting live nontheatrical entertainment. Banquet halls with catering staff are considered a full-service restaurant for the purpose of this ordinance.

- Also, there is a requirement that "Drive-through facilities are prohibited at carryout and full-service restaurants."

Skokie off-street parking requirements

Bars or Drinking Places:	1 parking space for each 100 ft^2 of net floor area.
Caterer:	1 parking space for each 300 ft^2 of net floor area, plus 1 parking space for each company owned, rented, or leased vehicle kept on site
Carryout restaurant:	1 parking space for each 300 ft^2 of net floor area.
Food establishments (all categories)	1 parking space for each 300 ft^2 of net floor area
Limited-service and full-service restaurants	1 parking space for each 100 ft^2 of net floor area.

Glenview

Glenview uses two distinct terms to distinguish between a 'restaurant' and a 'carryout food and beverage establishment':

Restaurant:	A public eating place, where food is prepared and served to be consumed at a table or counter within the eating place, and served primarily in or on non-disposable containers by a waiter or waitress
Carryout food and beverage establishment	Any business principally engaged in the sale of food or beverages in a ready to consume state, sold in a disposable container principally for private consumption off the premises and which is not a drive-in food and beverage establishment as defined in this section.

Glenview Off-street parking requirements:

Establishments handling the sale and consumption, on the premises, of food, beverages and refreshments, one parking space for each three persons, based upon the maximum number of customers that can be accommodated at the same time in accordance with the designed capacity.

Not in code, but in first part of off-street parking standards: they have to provide adequate parking for all persons (employees), standard in case there's a problem

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Niles

Full Service Restaurant *Type A:*	A public eating place or business establishment whose sole business is the preparation of food and beverages from a kitchen fully equipped for the preparation of meals by restaurant employees, where such food and beverages are sold, served and consumed only on the premises. Restaurant customers are normally provided with an individual menu and are seated at a table, booth or counter on the premises within the eating place, whether free-standing or part of a larger structure, which devotes no less than 50 percent of the total floor area of the business establishment to eating accommodations for not less than 75 patrons that are served on non-disposable or reusable dishes, containers and utensils, by a waiter or waitress and the incidental sale of ready-to-consume or prepared food in disposable containers for private consumption off the premises shall not exceed 25 percent of the gross sales of such business to maintain its restaurant classification. Upon petition of the owner of such restaurant, the president and Board of Trustees may grant a variance, on such terms and conditions as they deem appropriate, to permit the incidental sale of food items to be consumed off the premises up to 331/3 percent of gross sales and to grant a variance for seating accommodations. Live entertainment and dancing may also be permitted.
Full Service Restaurant *Type B:*	An eating establishment where the products sold are consumed entirely within a completely enclosed building, where the taking out of food and drink from such building is purely incidental, and where the consumption of food outside such completely enclosed building is prohibited. Live entertainment and dancing may also be permitted.
Drive-in Restaurant	A drive-in restaurant is any establishment where food, frozen dessert, or beverages are sold to the customer in a ready-to-eat state and where the customer consumes, or is permitted to

	consume, such food, frozen dessert or beverages in an automobile parked upon the premises or at other facilities which are provided for use of the customer for the purpose of consumption and which are located outside the building.

Niles off-street parking requirements:

Restaurants (100 percent consumption on premises):	One and one-tenths parking spaces shall be provided for each two seats. The required parking shall be subject to review as a special use.
Restaurants (combination consumption on premises and carry-out):	One and one-fourth parking spaces shall be provided for each two seats, but not less than one parking space for every 100 square feet of gross floor area. The required parking shall be subject to review as a special use.
Restaurants (carryout only):	One parking space shall be provided for each 100 square feet of floor area. The required parking shall be subject to review as a special use.
Restaurants (drive in and/or refreshment stand where food is consumed in a vehicle on the premises):	One parking space for each 20 square feet of gross floor area, but not less than ten spaces. The required parking shall be subject to review as a special use.

Wilmette

Carry-out food service:	A service which is accessory to a full service restaurant or commercial retail establishment which sells food or beverages to the customer in a ready-to-consume state, and whose design or method of operation includes serving foods or beverages in edible containers or in paper, plastic, Styrofoam, or other disposable containers. This does not include temporary uses regulated by Article 6, Part 5 of this Chapter
Delivery, food service:	A service which is accessory to a full service restaurant or limited service restaurant which provides home delivery of food or beverages for immediate consumption and which has two (2) or more delivery vehicles.
Restaurant, full service:	A business whose principal purpose is the sale and on-site consumption of food or beverages, where items are ordered from an individual menu and served by wait staff on non-disposable

	tableware. This shall not include a limited service restaurant or convenience food mart.
Restaurant, limited service:	A business whose principal purpose is the sale of food or beverages where the food or beverages which is paid for before consumption, or are ordered from a fixed menu board, or are served in paper, plastic, Styrofoam, or other disposable containers for immediate consumption on or off the premises.

Wilmette off-street parking requirements:

Carry-out food service (accessory):	3 per cashier station (in addition to other requirements)
Carry-out food service (accessory) in the "VC" Zoning District east of Green Bay Road:	1.5 per cashier station (in addition to other requirements)
Food service delivery (accessory):	1 for first 2 vehicles + 1 for each vehicle over 2
Full Service Restaurants:	1 per 3 seats
Full Service Restaurants in the "VC" Zoning District east of Green Bay Road:	1 per 6 seats

Highland Park

Restaurant:	Any business, other than a boarding house, where food or meals are provided for compensation, for consumption on the premises, inside a building, including a cafe, cafeteria, coffee shop, dining room, lunchroom or tearoom, and including the serving of alcoholic beverages when served with and incidental to the serving of meals.
Restaurant, Drive-in:	A fast food or carry-out restaurant where food (including frozen desserts) may be ordered from a motor vehicle, or where a specific motor vehicle parking area is provided on the premises for the consumption of food.
Restaurant, fast food or carry-out:	Any business where the principal part of the business is providing food or meals for compensation in disposable wrappers or

Highland Park off-street parking requirements:

	Parking Spaces	**Loading Spaces**
Outdoor Restaurants:	20 spaces per 1,000 sq. ft. GFA	None for the first 10,000 sq. ft., then 1 per 30,000 sq. ft. up to 70,000 sq. ft. plus 1 per 80,000 sq. ft. thereafter
Restaurants, Fast-food or Carry-out parking space requirements:	20 spaces per 1,000 sq. ft. GFA for kitchen area, serving counter and waiting area, plus 0.5 spaces per seat	One with indoor seating area; none with no seating area provided
Restaurants, Excluding Dancing & Entertainment:	15 spaces per 1,000 sq. ft. GFA	
Restaurants, With Dancing & Entertainment:	20 spaces per 1,000 sq. ft. GFA plus banquet room and meeting rooms	

Morton Grove

Restaurant:	An establishment where food is prepared, served and consumed.
Restaurant- Carryout:	A restaurant where the majority of the food or drink is prepared and served for consumption off the premises
Restaurants- Drive-in:	A restaurant where food or beverages may be ordered from a motor vehicle or where an automobile parking area is provided on the premises for the consumption of goods and beverages.
Restaurant- Sit down:	A restaurant which provides food service to patrons who order and are served while seated and pay after eating.

Morton Grove off-street parking requirements

Restaurant:	1.0 space per 150 square feet of gross floor area
Restaurant - drive-in or carryout	1.0 space per 100 square feet of gross floor area

Agenda Item #4

Staff Report
Plan Commission
August 7, 2013

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

Subject Property: **N/A (Text Amendment)**

Zoning District: Subject text amendment is applicable to all zoning districts

Requested Action: Text amendment to the Definitions Section Article II, Part A, 2.02, relative to Fence, Semi-Private, or Semi-Private Fence; Banquet Facility, Façade, and Restaurant/Restaurant, Fast-Food or Carryout

Nature of Request: Certain text amendments are proposed to eliminate unnecessary/confusing references and to clarify certain definitions.

Petitioner: Village Board

Summary

Note: Below is the summary provided at the June 5, 2013 and at this meeting this matter was continued.

Banquet Facility, Banquet Hall: Initially staff sought consideration of a potential issue of the Zoning Ordinance defining Banquet Facility, Banquet Hall which is not listed in the Land Use Table. Staff recommended clarifying that such uses are not permitted by eliminating the definition from the Zoning Ordinance. In further reviewing the matter staff recommends no action on this item.

Fence, Semi-Private, Or Semi-Private Fence: Section 2.02 of the Zoning Ordinance defines semi-private fence as:

> "**FENCE, SEMI-PRIVATE, OR SEMI-PRIVATE FENCE:** A Fence which is not a Solid Fence nor an Open Fence. These types of fences are restricted to board-on-board and shadow box types. The open space between vertical fence boards shall not exceed 85% of the width of the boards on the same side of the Fence."

This definition refers to both board-on-board and shadow box as fence types. However, board-on-board and shadow box are the same type of fence. To clarify the definition the Plan Commission may consider removing one of the references.

Façade

The generally accepted definition of façade is, "Any side of a building facing a public way or space and finished accordingly." For purposes of applying certain Zoning regulations, communities often narrow the definition to state that facades are any side of the building facing a street and/or public right-of-way. This definition is important because there are greater design standards that apply to facades than other building elevations. As a result, it is clear that the intent is to require higher quality design and materials on those portions of a building that will be most likely visible to the general public. Conversely, there is an acknowledgement that not all elevations are required to have the same high quality finishes.

Staff believes the definition adopted and found in the Zoning Ordinance can be unclear. It reads:

FAÇADE: The exterior wall of a building that is exposed to public view.

The challenge with this definition is that all exterior walls of a building can be exposed to public view. Is it the intent of the Zoning Ordinance to require high quality materials on all building elevations or is it the intent to require high quality materials on those building elevations facing a street. By defining façade as the Zoning Ordinance currently does there is very little differentiation between building elevation and façade. As such,

Staff recommends the definition be clarified to read that a façade is that portion of a building that faces a public street. This would align with the more commonly used definition of façade as well as staff's interpretation on the intent.

Restaurants & Restaurants, Fast-Food or Carryout

The definitions section of the Zoning Ordinance defines "Restaurant" and "Restaurant, Fast-Food or Carryout" separately. The reference and consideration that these are different types of uses are repeated in Section VII Table 7.01.1 the Off-Street Parking Schedule. However, the Permitted and Special Uses Table 4.01.1 lists only "Restaurant" with no reference to "Restaurant Fast-Food or Carryout". It has been staff's interpretation that the Permitted and Special Uses Table considers "Restaurant" and "Restaurant Fast-Food or Carryout" to be the same use only differentiated by floor area. Recently, staff was questioned on this interpretation. In order to remedy any confusion or mis-interpretation staff believes that the definition of "Restaurant" and "Restaurant, Fast-Food or Carryout" can be modified.

RESTAURANT: A place of business in which food, drinks or refreshments are prepared and sold to customers primarily for consumption on the premises, and for which carryout services and facilities are clearly subordinate to the principal use of providing prepared foods for consumption on the premises. The term "restaurant" **in the Permitted and Special Uses Table** includes, without limitation, establishments such as cafes, lunch counters, cafeterias, **carryout** or other similar businesses.~~, but does not include fastfood restaurants.~~

RESTAURANT, FAST-FOOD or CARRYOUT: Any business in which the principal part of the business is providing food or meals for compensation in disposable wrappers or containers for consumption within the principal building or off the premises at which it is prepared. **This definition shall be used for purposes of determining the required off-street parking for this sub-type of Restaurant Use.**

Attachments

1. Zoning Code Excerpt: Definitions, Semi-Private Fence, Façade, Restaurants/Restaurants, Fast-Food or Carryout

FENCE PANEL: That portion of a Fence that is between the Fence posts.

FENCE, REAR or BACK FACE: The face side of a Fence which shows the most amount of structural supports.

FENCE REPAIR: Any action in which a person fixes, mends, restores, or removes that portion of a Fence which provides its opacity (e.g., vertical boards, individual post replacement, slats, pickets, chain link) and/or associated horizontal supports. Repair shall include any action to an existing Fence within a calendar year not specifically included within the definition of "Fence Replacement" or "Fence Maintenance".

FENCE REPLACEMENT: Any action in which a person removes and replaces more than twenty-five percent (25%) of the number of posts or horizontal or vertical members in a Fence within a calendar year.

FENCE, SEMI-PRIVATE, OR SEMI-PRIVATE FENCE: A Fence which is not a Solid Fence nor an Open Fence. These types of fences are restricted to board-on-board and shadow box types. The open space between vertical fence boards shall not exceed 85% of the width of the boards on the same side of the Fence.

FENCE, SOLID, OR SOLID FENCE: A Fence which is not open over fifty percent (50%) of the surface area. Examples include, but are not limited to: stockade, board and batten, basket weave, chain link with woven slat inserts, and brick, except as otherwise provided.

FENCE MATERIAL, UNACCEPTABLE: Materials such as concrete block, cinder block, plank lumber over six inches (6") in width, scrap lumber, scrap materials, barbed wire (except at the top of a Fence in an "M" District where not abutting a residential Lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials, exterior insulation finish systems, combinations of materials, "chicken wire mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in Rear and Side Yards only, square wire farm fence, in residential zones welded wire fence with members less than ½" in diameter, fabric, burlap, plastic sheets (except approved synthetic composite materials), wood and plastic snow fence, rubble and debris and Open Fences with obstructions.

FINISHED FIRST FLOOR: The finished surface of the floor level above the basement or cellar of a structure or building, or the upper surface of the floor of the first story of a structure or building.

FINISHED FIRST FLOOR HEIGHT: The vertical distance from the grade elevation at the top of the curb to the top of the finished first floor.

FLAG: A construction of fabric, plastic, paper or other synthetic or natural material depicting through symbols, characters, design or letters, a nation, political subdivision, institution or business.

FLASHING SIGNS: Any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation or an externally mounted intermittent light source.

ENTERTAINMENT VENUE: An outdoor or indoor area, building, or part of a building, devoted to showing motion pictures, or for dramatic, dance, musical, or other live performances.

ESTABLISHMENT, BUSINESS: A place of business, the ownership or management of which is separate and distinct from those of any other place of business located on the same or other lot.

FAA: The Federal Communications Aviation Administration.

FAÇADE: The exterior wall of a building that is exposed to public view.

FACILITY WITH DRIVE-THROUGH: (see DRIVE-THROUGH ESTABLISHMENT)

FALLOUT SHELTER: An accessory building and use which incorporates the fundamentals for fallout protection-shielding mass, ventilation and space to live-and which is constructed of such materials, in such a manner, as to afford to the occupants substantial protection from radioactive fallout.

FAMILY: An individual, or two or more persons related by blood, marriage or adoption, living together in a dwelling unit, or a group of not more than five persons who need not be related by blood or marriage or adoption, living as a single housekeeping unit in a dwelling unit, and sharing common facilities as considered reasonably appropriate for a family related by blood, marriage, or adoption, in either case exclusive of servants.

FCC: The Federal Communications Commission.

FENCE: An accessory structure, assembled using cut or formed natural materials or artificial materials, which is used as a barrier, boundary, decorative accessory, means of protection or confinement enclosing or dividing a piece of land, and which is over twelve inches (12") in height above the ground level. Examples include, but are not limited to, Open Fences, Solid Fences, masonry and stone walls. For the purposes of this Chapter, a Fence shall not include naturally growing shrubs, bushes and other foliage.

FENCE HEIGHT: All sections of fence (excluding the post) in any Lot may have a total height that shall not exceed the prescribed maximum Fence Height; provided that the space between the bottom of a section of Fence and the ground beneath it shall not exceed three (3) inches. A Fence post may extend no more than a maximum of three (3) inches above the section of Fence.

FENCE, LEGAL NONCONFORMING, OR LEGAL NONCONFORMING FENCE: Any Fence which was erected pursuant to a permit and is maintained in good condition and existing prior to the passage of the regulation, but which does not conform to the regulations set forth in this Zoning Ordinance.

FENCE MAINTENANCE: The painting, staining, sand scraping, nailing, screwing, riveting, welding, tie-wiring, or clamping so as to restore the like new appearance, restore the safe condition, or maintain the condition of what would generally be considered a good functioning Fence.

FENCE, OPEN, OR OPEN FENCE: A Fence including gates, which has, over its entirety, no less than fifty percent (50%) of the surface area in open space as viewed from an angle of ninety degrees (90°), from the Fence line. Examples include, but are not limited to: chain link; wrought iron; picket; Kentucky rail; split rail.

Conversion Vans are not Recreational Vehicles for purposes of this Zoning Ordinance.

RECREATIONAL VEHICLE TRAILER: Any Trailer as defined herein and shall also include any vehicle on wheels, skids, rollers or blocks, either self propelled or propelled by any other means, which is used or designed to be used primarily for residential, living, sleeping purposes or for the transportation of boats or any other recreational equipment, or for other similar purposes.

RELIGIOUS INSTITUTION: A place of worship or religious assembly with related facilities such as: rectory; private school; meeting hall; offices for administration of the institution; licensed child or adult care, playground, cemetery.

RESEARCH LABORATORY: A building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

RESTAURANT: A place of business in which food, drinks or refreshments are prepared and sold to customers primarily for consumption on the premises, and for which carryout services and facilities are clearly subordinate to the principal use of providing prepared foods for consumption on the premises. The term "restaurant" includes, without limitation, establishments such as cafes, lunch counters, cafeterias, or other similar businesses, but does not include fast-food restaurants.

RESTAURANT, FAST-FOOD or CARRYOUT: Any business in which the principal part of the business is providing food or meals for compensation in disposable wrappers or containers for consumption within the principal building or off the premises at which it is prepared.

RETAIL SALES AND SERVICES: A commercial enterprise that provides goods and/or services directly to the consumer, where such goods are available for immediate purchase and removal from the premises by the purchaser.

RIGHT-OF-WAY: A strip of land occupied or intended to be occupied by a street or related facilities, public path or trail, railroad, electric line, oil or gas pipeline, water main, sanitary or storm sewer, communication line, or for other special uses.

ROADWAY: That portion of a street which is used or intended to be used for the travel of motor vehicles.

ROOF SIGN: A sign erected, constructed and maintained on or above the roof of any building.

ROOFLINE: The top of the parapet of a building with a flat roof, the deck line of a building with a mansard roof, or the eaves line of a building with a gable, gambrel or hip roof.

ROOFTOP FLAGPOLE: Structures which are used for displaying flags which are affixed to the rooftop of any building or structure.

SCHOOL, PUBLIC: A building operated and maintained for educational purposes and such other community uses as deemed necessary and desirable.