



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:30 P.M., MARCH 1, 2016**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes – Committee of the Whole Meeting – February 16, 2016**
- IV) Regular Business**
 - 1) Discussion Concerning Potential Regulations Governing Video Gaming Facilities (6:30 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: February 26, 2016

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 16, 2016**

DRAFT

Call to Order

President Pro-Tem Elster called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:20 PM, Tuesday, February 16, 2016 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 Pro-Tem Elster, Trustees Bass, Patel, Klatzco, Spino

President Turry (via Facetime)

ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village manager; Amanda Pazdan, Management Analyst; Charles Greenstein, Village Treasurer; Robert LaMantia, Police Chief; Charles Meyer, Assistant to the Village Manager.

Approval of Minutes

Minutes of the February 2, 2016 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Klatzco moved to approve the minutes. Trustee Patel seconded the motion. Trustee Bass abstained. The motion was approved by Voice Vote.

Regular Business

1. Employee Recognitions

The following employees were recognized for their years of service to the Village:

15 years

Alex Rodriguez – Police Department, Patrol Officer

Federico Romero – Public Works, Equipment Operator

20 years

Nicholas Irsuto – Police Department, Patrol Officer

Hipolito Resendiz (Polo) – Public Works, Foreman

25 years

John Walsh – Police Department, Deputy Chief

30 years

Jesus Rivera – Public Works, Water System Operator

35 years

Ricardo Cano – Public Works, Supervisor

Guadalupe Martinez – Public Works, Foreman

Trustee Klatzco presented plaques honoring these employees.

2. Status Report Concerning the Purple Hotel Site

This item was presented by Mr. Wiberg.

North Capital purchased the property in 2012, at which time the hotel building was still up. At this time the Village had concerns regarding demolition, site maintenance, security and pest and rodent control. Time lines were spelled out and an agreement was signed. If development was not happening quickly, the site needed to be maintained. Agreement was extended in 2014 and 2015. The Board has received another extension request. Mr. Wiberg identified specific code requests. Code requires any property demolition to be restored to “park like” condition. All other issues have been satisfied.

Trustee Patel questioned condition of two other properties and was informed by Mr. Wiberg that those properties have met the requirements.

Neil Stein of North Capitol addressed the Board. He stated that no agreement had been reached with Stark (developer interested in the site). Mr. Stein’s plan is to proceed with development of the property. He is currently in the process of obtaining financing. He identified IFC Capital as the lender on a loan of approximately \$117 million. The loan is scheduled to be completed in April of 2016. This loan will repay current debt and provide working capital.

Discussion tonight is only regarding extension of predevelopment agreement. Zoning questions will come at a later meeting.

Discussion ensued. If an extension is agreed upon, it would need to include bench marks. James Persino, EDC Chair addressed the Board and spoke in favor of an extension.

Consensus was to ask that the Village Attorney prepare an agreement to be presented at the Village Board Meeting of March 1, 2016, which would include two benchmarks:

- By May 15, 2016, the petitioner must present to the Village Manager, final approval documents for the loan of approximately \$117 million.
- By September 15, 2016, the petitioner must submit all final plans necessary to apply for a final PUD.

Adjournment

At 7:55 PM Trustee Klatzco made a motion to adjourn the Committee of the Whole. The motion was seconded by Trustee Patel.

The motion passed by 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: February 26, 2016

SUBJECT: **March 1 Committee of the Whole Meeting**

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

1) **Discussion Concerning Potential Regulations Governing Video Gaming Facilities (6:30 – 7:30 p.m.)**

At its February 2 COTW meeting, the Board discussed a proposal from Laredo Hospitality for a video gaming facility. After discussion, the Board directed that the Village Attorney prepare a report summarizing the type of regulations that a municipality can place on video gaming facilities. The requested report is [attached](#). Laredo Hospitality representatives have been invited to attend the COTW meeting.

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

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

Karl D. Camillucci
(312) 578-6597
karl.camillucci@hklaw.com

Memorandum

Date: February 17, 2016

To: Tim Wiberg, Village Manager

From: Karl D. Camillucci

cc: Steven M. Elrod, Village Attorney
Hart M. Passman, Assistant Village Attorney

Re: Regulation of Establishments Offering Video Gaming

This memorandum analyzes the Village's home rule authority to regulate establishments that are licensed to offer video gaming terminals for play pursuant to the Video Gaming Act, 230 ILCS 30/1 *et seq.* ("**Act**").

The Act authorizes the following types of establishments to obtain State licenses to offer video gaming terminals for play: (1) establishments licensed to sell liquor at retail; (2) fraternal establishments; (3) veterans establishments; and (4) truck stops. If video gaming is permitted in a municipality, any of these types of establishments may obtain a State license pursuant to the Act, provided they meet the requirements of the Act.

The Act does not pre-empt home rule authority to regulate video gaming terminals located within the Village in a manner that pertains to local government and affairs. In *Accel Entertainment Gaming LLC v. Village of Elmwood Park*, the court held that Elmwood Park's ordinance requiring a local license, limiting the number of establishments offering video gaming terminals, and imposing a separate license fee on each terminal was valid. 2014 IL App (1st) 143822 (2014), ¶¶ 31 – 73. Much of the Court's analysis was based on Elmwood Park's home rule power. The Court's discussion of home rule authority suggests that home rule units of government may regulate video gaming terminals concurrently with the State in a wide variety of ways. The only home rule regulations that clearly would not be valid are regulations that purport to invalidate or amend the Act's requirements (e.g., the Village could not alter the standards for issuance of a license under the Act).

Below are examples of potential types of regulations that the Village may consider pursuant to its home rule authority:

- Requiring a separate Village license and imposing Village license fees for video gaming terminals (e.g., Elmwood Park, Carpentersville, Hoffman Estates, Bartlett, Bradley, Chicago Ridge, Darien, DeKalb, Dixon, Fox Lake, Franklin Park, Glendale, Hickory Hills, Lake in the Hills, Lake Zurich, McHenry, Melrose Park, Minooka, Oak Lawn, Oak Brook Terrace, Plano, Streamwood, South Elgin, Villa Park, Westmont, and Wheeling).
- Limiting the number of terminals permitted within the Village, within an establishment, or within certain areas of the Village (e.g., Elmwood Park, Chicago Ridge, Franklin Park, Plano, Villa Park, Westchester, and Westmont).
- Limiting an establishment that offers video gaming terminals to certain liquor license classes (e.g., DeKalb, Lake in the Hills, Lake Zurich, Oak Lawn, Plano, and Wheeling).
- Requiring a special use permit for video gaming terminals in all or certain zoning districts.
- Prohibiting video gaming terminals in certain zoning districts.
- Establishing sign regulations for establishments that offer video gaming terminals (e.g., Darien, Lake in the Hills, and Wheeling).
- Requiring establishments that offer video gaming terminals to meet certain requirements, such as (without limitation) service of food, hours of operation, minimum or maximum floor area of establishment, maximum floor area devoted to video gaming terminals, and location restrictions (e.g., Lake in the Hills, Lake Zurich, Oak Lawn, Plano, Westchester, and Westmont).
- Requiring staff at establishments that offer video gaming terminals to undergo certain training.
- Permitting certain State-authorized video gaming establishments, but not others (e.g., establishments licensed to sell liquor at retail may display terminals, but fraternal establishments, veterans establishments, and truck stops may not). Note: this example is theoretically possible pursuant to *Accel Entertainment* but may be more likely to be challenged.

Let us know if you would like to discuss these or other potential local regulations.



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., MARCH 1, 2016**

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 - 1. Village Board Minutes – February 16, 2016
- V. Warrant Approval**
- VI. Village President’s Report**
- VII. Consent Agenda** (If any one wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)
 - 1. Approval of a Resolution Authorizing the Village Manager to Approve the Securities Account Control Agreement with Republic Bank of Chicago and The Private Bank and Trust Company (Appears on the Consent Agenda Because it is a Routine Function of Government)
 - 2. Approval of an Ordinance Granting the Transfer of a Special Use Permit for the Operation of a Package Goods Liquor Store at 6929 North Lincoln Avenue (Appears on the Consent Agenda Because it was Approved at a Previous Village Board Meeting)
 - 3. Approval of an Ordinance for the Union Pacific Railroad Property Bike Path Construction as Required by the Illinois Department of Transportation Pertaining to the Following: A) Appropriating Funds for the Congestion Mitigation Air Quality Grant Local Match; B) Approving a Local Agency Agreement; and C) Approving an Engineering Agreement for Construction (Appears on the Consent Agenda Because it is a Routine Function of Government)
 - 4. Approval of a Resolution Approving the Extension of the Period for Submission of a Final Development Plan and Final Plat of Subdivision for 4500-4560 Touhy Avenue and 7350-7360 North Lincoln Avenue (Appears on the Consent Agenda Because it was Discussed at a Previous Committee of the Whole)
- VIII. Regular Business**
 - None

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Reports

XIII. Public Forum

XIV. Closed Session

A Closed Session is Requested to Discuss Personnel and Pending Litigation

XV. Adjournment

DATE POSTED: February 26, 2016

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 lwdtv.org.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 16, 2016**

DRAFT

Call to Order

President Pro-Tem Elster called the Regular Meeting of the Lincolnwood Board of Trustees to order at 8:00P.M., Tuesday, February 16, 2016, 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 Pro-Tem Elster, Trustees Bass, Patel, Spino, Klatzco , President Turry(via Facetime)

ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Aaron Cook, Acting Community Development Director; Amanda Pazdan, Management Analyst; Laura McCarty, Parks and Recreation Director; Robert LaMantia, Police Chief; Charles Greenstein, Village Treasurer.

Approval of Minutes

The minutes of the February 2, 2016 Village Board Meeting were distributed and examined in advance. Trustee Patel moved to approve the minutes as corrected. The motion was seconded by Trustee Klatzco. The motion passed by voice vote. Trustee Bass abstained.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$725,769.69. The motion was seconded by Trustee Bass.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Klatzco, Bass, Spino, Patel, President Pro-Tem Elster

NAYS: None

The motion passed.

Village President's Report

1. Referral of School District 74's Zoning Code Text Amendment to the Plan Commission

This item to be referred.

Trustee Klatzco moved that the item be sent to the Plan Commission March 2, 2016 meeting, seconded by Trustee Spino.

The motion passed by voice vote.

Attorney Elrod stated that he has spoken to the School District's attorney regarding this item.

2. **Upcoming Meetings**

President Pro-Tem Elster announced upcoming meetings. These meeting dates may be found on the Village Website.

Consent Agenda

President Pro-Tem Elster introduced the Consent Agenda which was presented by PowerPoint as follows:

1. **Approval of a Resolution Authorizing the Renewal of a Three Year Agreement for a Prime Rate Interface and a One Year Agreement for Local and Long Distance Telephone Services with Call One through the Suburban Purchasing Cooperative**
The following item was removed and placed as Item 9 on the Regular Agenda.
2. **Approval of an Ordinance Amending Article 3 of Chapter 11 (Dog Regulations) of the Municipal Code**
3. **Approval of a Resolution to Authorize the Execution of a Contract with MG Mechanical Service Inc. of Woodstock, Illinois for the Replacement of the Public Works Air Handler Unit in the Amount of \$23,500**
4. **Approval of an Ordinance in Case #PC-11-15 to Adopt an Ordinance Amend the Zoning Code Regarding “Short-Term Rental Property”**

Trustee Klatzco moved to approve the Consent Agenda as amended. The motion was seconded by Trustee Spino.

Upon Roll Call the Results were:

AYES: Trustees Klatzco, Spino, Bass, Patel, President Pro Tem Elster

NAYS: None

The motion passed

Regular Business

5. **Consideration of a Request to Transfer an Ordinance Granting a Special Use Permit to Operate a Package Goods Liquor Store at 6929 North Lincoln Avenue**

This item was presented by Mr. Wiberg who provided background information.

Lincolnwood Wines and Spirits currently is operating under a Special Use Permit. They have gone out of business and Danny’s Liquors will be the new owners and operators. In order to run their business there must be a transfer of Ordinance. The petitioner, owner of Danny’s Liquors and his attorney addressed the Board.

Trustee Bass moved to request that the Village Attorney draft an Ordinance to be presented at the next Village Board meeting, formally transferring a Special Use Permit to Danny’s Liquors The motion was seconded by Trustee Patel.

Upon Roll Call the Results were:

AYES: Trustees Patel, Klatzco, Spino, Bass, President Pro Tem Elster

NAYS: None

The motion passed

6. Consideration of a Referral to the Plan Commission to Convene a Public Hearing for a Proposed Zoning Code Text Amendment Concerning Off-Premises Signs

This item was presented by Mr. Wiberg who provided background information.

This item represents ongoing efforts by Lou Malnati’s to increase their parking availability. They have been given permission to use bank and other spaces for parking after business hours of those entities. Malnati’s is interested in installing signs indicating parking availability on the identified properties. This item needs to go before the Plan Commission.

Trustee Klatzco moved to refer the item to the Plan Commission to consider Zoning Code Text Amendment. The motion was seconded by Trustee Spino

.Upon Roll Call the Results were:

AYES: Trustees Bass, Patel, Klatzco, Spino, President Pro-Tem Elster .

NAYS: None The motion passed

7. Consideration of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance, Waiving Section 6-3-2(B) Governing Park Hours, Section 9-1-3 Requiring the Issuance of Business Licenses and 6-3-9(I) Prohibiting Gambling, allowing the Friends of the Community Center to Hold Lincolnwood Fest 2016 on July 21-24

This item was presented by Ms. McCarty with use of PowerPoint.

General Information

- *Lincolnwood Fest is coordinated by Friends of the Community Center
- *The Friends of the Community Center is a 501c3, separate from the Village
- *Their main mission has been to raise money for the Community Center
- *In 2013 their mission was modified to allow for contributions to the improvement of parks

Proposed 2016 Event

- *July 21-24, 2016
- *Same layout as in the past
- *Event hours will remain the same with exception of the Friends of the Community Center requesting to extend hours on Sunday until 11PM

Parks & Recreation Board Input

- *At the February 9, 2016 Parks and Recreation Board meeting, the Board unanimously agreed that 10PM would be a more appropriate end time
- *Concerned that 11PM is too late for the surrounding neighbors, due to noise created from carnival and entertainment
- *The Park Board recommends extending Sunday hours from 9PM to 10PM and to evaluate how busy it is at 10PM and any feedback received from the neighbors

Approval of the Ordinance on Tonight's Agenda Would Allow

- *Extension of park hours on Friday, July 22 and Saturday, July 23 until 11:30PM
- *Waiving of fees for business licenses for all vendors associated with the Fest
- *Scheduling of Bingo games in the park during the Fest

Discussion ensued regarding hours.

Trustee Bass moved to approve the Ordinance waiving enforcement of Section 6-3-2(B), Section 9-1-3 and 6-3-9(1) and allowing 10PM closings on Friday and Saturday and 11:30PM closing on Sunday.

The motion was seconded by Trustee Patel.

Upon Roll Call the Results were:

AYES: Trustees Bass, Patel, Klatzco, Spino, President Pro-Tem Elster

NAYS: None

The motion passed.

8. Consideration of a Resolution Approving a Request by North Capital Group to Extend the Second Amendment to the Pre-Development Agreement Regarding Property Located at 4500 Touhy Avenue and Adjacent Properties at 4560 Touhy and 7350 Lincoln Avenue, Commonly Referred to as the Purple Hotel Site.

Mr. Wiberg addressed this item and summarized the discussion held at this evening's Committee of the Whole. Board members expressed concerns regarding the length of time this has taken as well as the current condition of the land. Mr. Stein responded to comments from Board members.

Trustee Patel moved to have the Village Attorney prepare an agreement with the following benchmarks:

*By May 15, 2016 – Petitioner must present to the Village Manager, final approval documents for the loan of approximately \$117 million

*By September 15, 2016, the petitioner must submit all final plans necessary to apply for a final PUD. The motion was seconded by Trustee Spino.

Upon Roll Call The Results Were:

AYES: Trustees Patel, Spino, Spino, Klatzco, President Pro Tem Elster

NAYS: None

The motion passed.

The following item has been moved from Consent and placed below.

9. Approval of an Ordinance Amending Article 3 Chapter 11 Dog Regulations of the Municipal Code

Lincolnwood resident Steven Hirsh, addressed the Board regarding the new Ordinance which is breed non-specific. Mr. Hirsh stated his approval of this ordinance.

Trustee Patel moved to approve the Ordinance, seconded by Trustee Bass.

Upon Roll Call The Results Were:

AYES: Trustees Patel, Spino, Klatzco, Bass, President Pro Tem Elster

NAYS: None

The motion passed

Manager's Report

Mr. Wiberg announced that the yearly Budget Meeting will take place in Council Chambers on Thursday, February 18, 2016 at 6PM.

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

None

Public Forum

None

Adjournment

At 8:45 P.M., Trustee Klatzco moved to adjourn the Village Board Meeting. The motion was seconded by Trustee Patel.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: February 26, 2016

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

03/01/2016	181,811.57
03/01/2016	38,796.68
03/01/2016	198,156.85
03/01/2016	8,425.83
Total	<hr/> \$ 427,190.93

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 02/23/2016 - 3:26PM
Batch: 00100.03.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
303 Taxi					
303					
29177	2/1/2016	50.00	0.00	03/01/2016	
205-570-515-5280					Subsidized taxi program Taxi Coupons - January
	29177 Total:	50.00			
	303 Taxi Total:	50.00			
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10475450-00	2/2/2016	76.87	0.00	03/01/2016	
101-420-511-5405					R&M - buildings Electric extension cord for PW
	10475450-00 Total:	76.87			
10475563-00	2/3/2016	86.36	0.00	03/01/2016	
660-620-519-5405					R&M - buildings Light bulbs for Pump station
	10475563-00 Total:	86.36			
10475564-00	2/3/2016	73.87	0.00	03/01/2016	
205-430-515-6350					Park Construction & Improvem Fire proof foam and caulk for doors
	10475564-00 Total:	73.87			
	Active Electrical Supply C	237.10			

Airgas USA LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
AIRGAS					
9048144658	2/8/2016	254.47	0.00	03/01/2016	Oxygen for ambulances
101-350-512-5660 EMS supplies					
	9048144658 Total:	254.47			
9933748487	1/31/2016	188.20	0.00	03/01/2016	Oxygen for ambulances
101-350-512-5660 EMS supplies					
	9933748487 Total:	188.20			
	Airgas USA LLC Total:	442.67			
American Charge Service					
AMERCHAR					
97905	1/20/2016	30.00	0.00	03/01/2016	Taxi Coupons - December
205-570-515-5280 Subsidized taxi program					
	97905 Total:	30.00			
	American Charge Service T	30.00			
American First Aid Services					
AFAS INC					
33229	2/10/2016	34.05	0.00	03/01/2016	First aid kit supplies
205-500-515-5700 Office supplies					
	33229 Total:	34.05			
33306	2/10/2016	32.55	0.00	03/01/2016	First aid kit supplies
101-220-512-5799 Other materials & supplies					
33306	2/10/2016	32.55	0.00	03/01/2016	First aid kit supplies
101-350-512-5660 EMS supplies					
	33306 Total:	65.10			
33313	2/10/2016	111.43	0.00	03/01/2016	First aid kit supplies
101-400-511-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
33313 Total:		111.43			
33377	2/10/2016	48.65	0.00	03/01/2016	205-571-515-5730 Program supplies First aid kit supplies
33377 Total:		48.65			
American First Aid Service		259.23			
American Traffic Solutions ATS					
INV00021441	1/31/2016	4,460.00	0.00	03/01/2016	101-300-512-5599 Other contractual Monthly contractual fee - January 2016
INV00021441 Total:		4,460.00			
American Traffic Solutions		4,460.00			
Batteries Plus LLC BATT					
890-247647	2/3/2016	25.90	0.00	03/01/2016	660-620-519-5405 R&M - buildings Emergency light batteries for Pump Station
890-247647 Total:		25.90			
Batteries Plus LLC Total:		25.90			
Canon Solutions America, Inc CANONSOL					
988620365	2/2/2016	246.97	0.00	03/01/2016	101-210-511-5440 R&M - office equipment Maintenance for copier - February
988620365 Total:		246.97			
Canon Solutions America,		246.97			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Cassidy Tire CASSIDYT 4180702	2/1/2016	322.94	0.00	03/01/2016	New tire - Engine 15
101-350-512-5480 R&M - vehicles					
4180702 Total:		322.94			
5180786	1/28/2016	376.00	0.00	03/01/2016	Tires for Truck 19
205-430-515-5480 R&M - vehicles					
5180786 Total:		376.00			
Cassidy Tire Total:		698.94			
Chicago Communications, LLC CHGOCOMM 279866	2/2/2016	778.25	0.00	03/01/2016	Portable radio maintenance - March
101-300-512-5410 R&M - communications equipm					
279866 Total:		778.25			
Chicago Communications,		778.25			
Chicago Metropolitan Fire Prevention Co. CHGOMETR 123886	1/22/2016	795.50	0.00	03/01/2016	January wireless radio network maintenance
101-350-512-5411 R&M- Wireless Alarm Equipm					
123886 Total:		795.50			
Chicago Metropolitan Fire		795.50			
Christopher Burke Engineering CHRISTB 127208	2/3/2016	7,003.82	0.00	03/01/2016	Pratt Ave Resurfacing Phase II
212-000-511-5320 Consulting					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		127208 Total:			
		7,003.82			
127480	2/9/2016	1,184.00	0.00	03/01/2016	
101-290-511-5922					Building Engineering Costs
					3900 Devon Sacred Learning Center
		127480 Total:			
		1,184.00			
127481	2/9/2016	4,500.00	0.00	03/01/2016	
101-290-511-5920					Administration Engineer Costs
					Retainer - January
127481	2/9/2016	4,500.00	0.00	03/01/2016	
660-620-519-5399					Other professional services
					Retainer - January
		127481 Total:			
		9,000.00			
127482	2/9/2016	363.00	0.00	03/01/2016	
101-290-511-5942					PW Building Engineer Costs
					Lincoln Avenue Landscape Median
		127482 Total:			
		363.00			
127483	2/9/2016	7,801.50	0.00	03/01/2016	
220-000-511-5340					Engineering
					Devon Avenue Streetscape
		127483 Total:			
		7,801.50			
127484	2/9/2016	4,256.00	0.00	03/01/2016	
660-620-519-5320					Consulting
					Street Storage Pilot Area
		127484 Total:			
		4,256.00			
127485	2/9/2016	4,153.81	0.00	03/01/2016	
205-430-515-6350					Park Construction & Improvem
					Roof Replacement
		127485 Total:			
		4,153.81			
127486	2/9/2016	407.00	0.00	03/01/2016	
101-290-511-5922					Building Engineering Costs
					3400 Pratt
		127486 Total:			
		407.00			
127487	2/9/2016	74.00	0.00	03/01/2016	
101-290-511-5922					Building Engineering Costs
					Lincolnwood Public Library

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
127487 Total:		74.00			
127488	2/9/2016	912.19	0.00	03/01/2016	Lou Malnati's plan review
101-290-511-5922 Building Engineering Costs					
127488 Total:		912.19			
Christopher Burke Engineer		35,155.32			
Clark Baird Smith, LLP CLARKBAI					
6885	2/4/2016	1,127.50	0.00	03/01/2016	Legal services for personnel matters
101-230-511-5399 Other professional services					
6885 Total:		1,127.50			
Clark Baird Smith, LLP To		1,127.50			
Communications Direct Inc COMDIR					
SR109035	2/2/2016	408.00	0.00	03/01/2016	Radio repairs
101-350-512-5410 R&M - communications equipm					
SR109035 Total:		408.00			
Communications Direct Inc		408.00			
E Town Tennis ETOWN					
292016	2/9/2016	137.20	0.00	03/01/2016	Winter 2016 Beginner Tennis
205-550-515-5270 Purchased program services					
292016 Total:		137.20			
E Town Tennis Total:		137.20			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Ecolab ECOLAB 0836756	2/2/2016	436.61	0.00	03/01/2016	Laundry soap
101-350-512-5799 Other materials & supplies					
	0836756 Total:	436.61			
	Ecolab Total:	436.61			
Emcor Services Team Mechanical Inc EMCOR 3050585	2/4/2016	907.50	0.00	03/01/2016	Contract maintenance for February 2016
101-420-511-5405 R&M - buildings					
	3050585 Total:	907.50			
	Emcor Services Team Mec	907.50			
ERLA ERLA 51241	10/27/2015	220.66	0.00	03/01/2016	Ambulance 15R cot repairs
101-350-512-5430 R&M - Fire & EMS equipmen					
	51241 Total:	220.66			
	ERLA Total:	220.66			
Fedex FEDEX 5-307-80421	2/3/2016	28.85	0.00	03/01/2016	Overnight shipping of day camp brochure
205-500-515-5560 Printing & copying services					
	5-307-80421 Total:	28.85			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Fedex Total:		28.85			
First Advantage Occ Health Svcs					
FIRSTADV					
2527001601	1/31/2016	86.85	0.00	03/01/2016	Random screenings
101-200-511-5599 Other contractual					
2527001601 Total:		86.85			
First Advantage Occ Health		86.85			
Global Emergency Products Inc					
GLOBALEN					
AG48142	2/4/2016	163.82	0.00	03/01/2016	Fuel pump
101-350-512-5740 Repair parts					
AG48142 Total:		163.82			
Global Emergency Product		163.82			
Graham C-Stores Company					
GRAHAM					
INV-080326	2/9/2016	625.00	0.00	03/01/2016	Car Washes - Novermber thru January
101-300-512-5480 R&M - vehicles					
INV-080326 Total:		625.00			
Graham C-Stores Company		625.00			
Groot Recycling & Waste Services					
GROOT					
13879815	2/1/2016	55,017.88	0.00	03/01/2016	129-001/Community Pick up
101-440-514-5230 Garbage & recycling					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	13879815 Total:	55,017.88			
13879816	2/1/2016	700.56	0.00	03/01/2016	
101-440-514-5230	Garbage & recycling				1230-001/School District 74
	13879816 Total:	700.56			
13894478	2/1/2016	3,054.63	0.00	03/01/2016	
101-440-514-5230	Garbage & recycling				1231-001/Multi family pick up
	13894478 Total:	3,054.63			
	Groot Recycling & Waste S	58,773.07			
Halogen					
HALOGEN					
480482	2/4/2016	5,085.04	0.00	03/01/2016	
205-560-515-5630	Chemicals - swimming pool				Chemicals for Aquatic Center
	480482 Total:	5,085.04			
	Halogen Total:	5,085.04			
HD Supply Waterworks, LTD.					
HDSUPPLY					
F067771	2/2/2016	1,007.42	0.00	03/01/2016	
660-620-519-5796	Water system repair parts				Coupling epoxy, sleeves for Water connection repairs
	F067771 Total:	1,007.42			
	HD Supply Waterworks, LT	1,007.42			
Home Depot Credit Services					
HOMEDEPO					
006601/3030031	1/6/2016	288.00	0.00	03/01/2016	
101-420-511-5405	R&M - buildings				Door for PW Server room

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	006601/3030031 Total:	288.00		
	Home Depot Credit Servic	288.00		
I.D.E.S.				
IDES				
800828	2/17/2016	6,549.00	0.00	03/01/2016
101-210-511-5180 Insurance - workers compensat				3rd quarter IDES
	800828 Total:	6,549.00		
	I.D.E.S. Total:	6,549.00		
IL Municipal Retirement Fund				
ZZIMRF				
021716	2/17/2016	5,215.39	0.00	03/01/2016
101-210-511-5195 Employee Benefit Expenses				IMRF accelerated payment
	021716 Total:	5,215.39		
	IL Municipal Retirement F	5,215.39		
Infinisource				
INFINI				
704455	12/10/2015	138.62	0.00	03/01/2016
101-400-511-5440 R&M - office equipment				Monthly maintenance costs for time clock
704455	12/10/2015	23.90	0.00	03/01/2016
205-530-515-5730 Program supplies				Monthly maintenance costs for time clock
	704455 Total:	162.52		
714580	1/10/2016	47.80	0.00	03/01/2016
205-530-515-5730 Program supplies				Monthly maintenance costs for time clock
714580	1/10/2016	114.72	0.00	03/01/2016
205-560-515-5405 R&M - Buildings				Monthly maintenance costs for time clock

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
714580 Total:		162.52			
Infinisource Total:		325.04			
Jamjun, Archawee Dhamavasi					
JAMJUN					
021116	2/11/2016	280.00	0.00	03/01/2016	Refund - Club Kid
205-000-210-2430 Parks and Recs Control Deposi					
021116 Total:		280.00			
Jamjun, Archawee Dhamav		280.00			
Javier, Virgil					
JAVIER					
021116	2/11/2016	555.75	0.00	03/01/2016	Refund - Room Rental
205-000-210-2430 Parks and Recs Control Deposi					
021116 Total:		555.75			
Javier, Virgil Total:		555.75			
JPMorgan Chase Bank, N.A.					
JPMOR					
JPMC012616	1/26/2016	21.11	0.00	03/01/2016	Request for records fee
101-300-512-5730 Program supplies					
JPMC012616 Total:		21.11			
JPMorgan Chase Bank, N.A		21.11			
Kaneshiro, Darrell					
KANESHIR					
150552	10/12/2015	1,000.00	0.00	03/01/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-000-210-2620 Contractor bonds payable					Refund - Driveway deposit
150552 Total:		1,000.00			
Kaneshiro, Darrell Total:		1,000.00			
Maine-Niles Association of Special Recreation MNASR					
16-013	2/2/2016	25,588.75	0.00	03/01/2016	General contribution for 2016, 1st quarter
205-560-515-5270 Purchased program services					
16-013 Total:		25,588.75			
Maine-Niles Association o		25,588.75			
McKenna Automotive MCKENNA					
20121364	2/8/2016	203.76	0.00	03/01/2016	Hydraulic hose for Water Dept
660-620-519-5480 R&M - vehicles					
20121364 Total:		203.76			
McKenna Automotive Tota		203.76			
Monastero's Ristorante MONASTER					
DDD16	2/5/2016	1,994.00	0.00	03/01/2016	Daddy Daughter Dance food deposit
205-504-515-5645 Concessions & food					
DDD16 Total:		1,994.00			
Monastero's Ristorante Tot		1,994.00			
North East Multi-Regional Training NORTHEST					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
202570	2/2/2016	175.00	0.00	03/01/2016	
101-000-210-2440					DUI Fines Fund Training - Police
	202570 Total:	175.00			
	North East Multi-Regional	175.00			
Ossian, Inc.					
OSSIAN					
139658	2/4/2016	3,705.12	0.00	03/01/2016	
101-440-513-5766					Street materials - salt & sand Triple melt
	139658 Total:	3,705.12			
	Ossian, Inc. Total:	3,705.12			
PEP Boys					
PEPBOYS					
04791047378	2/13/2016	85.00	0.00	03/01/2016	
101-350-512-5740					Repair parts Car battery 1502
	04791047378 Total:	85.00			
	PEP Boys Total:	85.00			
Personnel Strategies, LLC					
PERSONNE					
020816	2/8/2016	900.00	0.00	03/01/2016	
101-200-511-5599					Other contractual Pre-employment psychological assessment
	020816 Total:	900.00			
	Personnel Strategies, LLC	900.00			

Pieczka, Mark

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
PIECZKAM				
020816	2/8/2016	386.00	0.00	03/01/2016
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes
	020816 Total:	386.00		
	Pieczka, Mark Total:	386.00		
Pitney Bowes				
PITNEYBO				
2355016-FB16	2/13/2016	262.26	0.00	03/01/2016
101-210-511-5440 R&M - office equipment				Rental fees Dec 30 thru Jan 31
	2355016-FB16 Total:	262.26		
	Pitney Bowes Total:	262.26		
Regional Emergency Dispatch				
REGIONAL				
222-16-03	2/15/2016	12,401.23	0.00	03/01/2016
101-350-512-5599 Other contractual				March 2016 dues
	222-16-03 Total:	12,401.23		
	Regional Emergency Dispa	12,401.23		
Robbins, Salomon & Patt, LTD				
RS&PLTD				
196918	2/9/2016	1,177.50	0.00	03/01/2016
101-230-511-5399 Other professional services				Municipal prosecution/traffic
	196918 Total:	1,177.50		
196919	2/9/2016	1,266.50	0.00	03/01/2016
101-230-511-5399 Other professional services				Adjudicative hearings - January

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
196919 Total:		1,266.50			
Robbins, Salomon & Patt,		2,444.00			
Safe Kids Worldwide SAFEKIDS ORG771798-03617	2/11/2016	255.00	0.00	03/01/2016	Car seat installation classes
101-350-512-5770 Training supplies					
ORG771798-03617 Total:		255.00			
Safe Kids Worldwide Total		255.00			
Sam's Club SAMSCCL 2316	2/3/2016	130.62	0.00	03/01/2016	Club Kid snack
205-520-515-5645 Concessions & food					
2316 Total:		130.62			
Sam's Club Total:		130.62			
Santacruz Land Acquisitions SANTCR 1994	2/1/2016	3,937.50	0.00	03/01/2016	Land Acquisition services
217-000-517-5399 Other professional services					
1994 Total:		3,937.50			
Santacruz Land Acquisition		3,937.50			
Schuham Builder's Supply Inc SCHUHAM 47228	2/3/2016	414.84	0.00	03/01/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-430-515-6350	Park Construction & Improvem				Shelter doors accessories
	47228 Total:	414.84			
	Schuham Builder's Supply	414.84			
Thompson Elevator Inspection Service, Inc.					
THOMPSON					
16-0264	1/28/2016	1,292.00	0.00	03/01/2016	
	101-240-517-5399 Other professional services				34 semi annual elevator inspections
16-0264	1/28/2016	300.00	0.00	03/01/2016	
	101-240-517-5399 Other professional services				2 new R & R elevator reinspections
	16-0264 Total:	1,592.00			
	Thompson Elevator Inspec	1,592.00			
Trizetto Provider Solutions					
TRIZETTO					
7108021600	2/1/2016	168.80	0.00	03/01/2016	
	101-000-410-4315 Ambulance & EMS fees				Claims transaction fee for ambulance billing
	7108021600 Total:	168.80			
	Trizetto Provider Solutions	168.80			
Tyco Integrated Security LLC					
ADTSS					
25810313	2/1/2016	537.00	0.00	03/01/2016	
	660-620-519-5405 R&M - buildings				Reconnect manhole alarm at Pump House
	25810313 Total:	537.00			
	Tyco Integrated Security L	537.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Washburn Machinery WASHBURN 110520	2/10/2016	209.00	0.00	03/01/2016	Service call for dryer
101-350-512-5499 R&M - other					
	110520 Total:	209.00			
	Washburn Machinery Total	209.00			
	Report Total:	181,811.57			

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Account Number	Description
American First Aid Services						
AFAS INC						
33228	2/10/2016	113.75	0.00	03/01/2016		
					101-300-512-5730 Program supplies	First aid kit supplies
		<hr/>			33228 Total:	113.75
		<hr/>			American First Aid Service	113.75
Artistic Engraving Co.						
ARTISTIC						
9079	11/14/2015	997.25	0.00	03/01/2016		
					101-300-512-5730 Program supplies	Wallets for retiring officers/replacement badge
		<hr/>			9079 Total:	997.25
		<hr/>			Artistic Engraving Co. Tota	997.25
Call One						
CALLONE						
1129134	2/15/2016	921.74	0.00	03/01/2016		
					101-210-511-5580 Telephone	Telephone/ Admin/Police
		<hr/>			1129134 Total:	921.74
1129135	2/15/2016	472.06	0.00	03/01/2016		
					660-610-519-5580 Telephone	Telephone/ SCADA Circuit

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
1129135 Total:		472.06			
1129136 101-210-511-5580 Telephone	2/15/2016	279.06	0.00	03/01/2016	Telephone/ Police radio
1129136 Total:		279.06			
1129137 101-210-511-5580 Telephone	2/15/2016	24.83	0.00	03/01/2016	Telephone/ Acquatic Center
1129137 Total:		24.83			
1129138 660-610-519-5580 Telephone	2/15/2016	301.52	0.00	03/01/2016	Telephone/ Public Works
1129138 Total:		301.52			
1129140 660-610-519-5580 Telephone	2/15/2016	30.81	0.00	03/01/2016	Telephone/ Public Works Alarm
1129140 Total:		30.81			
1129141 660-610-519-5580 Telephone	2/15/2016	31.09	0.00	03/01/2016	Telephone/ Pump House
1129141 Total:		31.09			
1129143 101-000-210-2650 Contractor Permits Payable	2/15/2016	487.65	0.00	03/01/2016	Telephone/Municipal Center
1129143 Total:		487.65			
1129144 660-610-519-5580 Telephone	2/15/2016	50.00	0.00	03/01/2016	Telephone/ Red Center
1129144 101-210-511-5580 Telephone	2/15/2016	213.00	0.00	03/01/2016	Telephone/ Red Center
1129144 Total:		263.00			
Call One Total:		2,811.76			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Cassidy Tire CASSIDYT 5181015	2/16/2016	318.48	0.00	03/01/2016
101-300-512-5480 R&M - vehicles				2 tries for Squad 211
	5181015 Total:	318.48		
	Cassidy Tire Total:	318.48		
Flood, Nancy FLOOD 021715	2/17/2016	75.00	0.00	03/01/2016
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class
	021715 Total:	75.00		
	Flood, Nancy Total:	75.00		
Galls Incorporated GALLS 004818700	1/31/2016	465.43	0.00	03/01/2016
101-300-512-5070 Uniform allowance				Uniform items
	004818700 Total:	465.43		
004850879	2/5/2016	11.51	0.00	03/01/2016
101-300-512-5070 Uniform allowance				Uniform items
	004850879 Total:	11.51		
	Galls Incorporated Total:	476.94		
Illinois Tactical Officers Assoc. ILTACTIC 2477	1/8/2016	50.00	0.00	03/01/2016
101-300-512-5590 Training				Low light/no Light field training

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2477 Total:	50.00			
3478	1/8/2016	50.00	0.00	03/01/2016	Low light/no Light field training
101-300-512-5590	Training				
	3478 Total:	50.00			
	Illinois Tactical Officers As	100.00			
Knapp, Michael					
KNAPPMIC					
REIM021716MKA	2/17/2016	128.24	0.00	03/01/2016	
101-300-512-5820	Local mileage, parking & tolls				Reimbursement - Training
REIM021716MKA	2/17/2016	10.00	0.00	03/01/2016	
101-300-512-5820	Local mileage, parking & tolls				Reimbursement - Training
	REIM021716MKA Total:	138.24			
REIM021716MKM	2/17/2016	150.00	0.00	03/01/2016	
101-300-512-5840	Meals				Reimbursement - Training
	REIM021716MKM Total:	150.00			
	Knapp, Michael Total:	288.24			
L3 Communications Mobile Vision, Inc.					
L3COMM					
0236255-IN	5/5/2016	213.50	0.00	03/01/2016	
101-300-512-5730	Program supplies				Key fobs for in car video cameras
	0236255-IN Total:	213.50			
	L3 Communications Mobil	213.50			

Liponi Foundation
LIPONI

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
021816	2/18/2016	900.00	0.00	03/01/2016	Liponi foundation fundraising dinner
205-500-515-5810 Conference & meeting registrat					
	021816 Total:	900.00			
	Liponi Foundation Total:	900.00			
Lund Industries					
LUNDIND					
84611	2/10/2016	4,954.56	0.00	03/01/2016	Install equipment in Squad 210
101-300-561-6580 Equipment - vehicles					
	84611 Total:	4,954.56			
	Lund Industries Total:	4,954.56			
National Association of Social Workers					
NATIONAL					
886359414	2/11/2016	225.00	0.00	03/01/2016	Membership renewal
101-300-512-5570 Professional associations					
	886359414 Total:	225.00			
	National Association of So	225.00			
Northwest Police Academy					
NWPDACAD					
NWPA021116	2/12/2016	100.00	0.00	03/01/2016	Training seminar
101-300-512-5590 Training					
	NWPA021116 Total:	100.00			
	Northwest Police Academy	100.00			

Oakton Community College

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
OCC OCC021616 101-300-512-5590 Training	2/16/2016	90.00	0.00	03/01/2016	Training - Social worker
	OCC021616 Total:	90.00			
	Oakton Community Colleg	90.00			
Public Agency Training Council PUBLICAG 199849 101-300-512-5590 Training	11/9/2015	850.00	0.00	03/01/2016	Training seminar
	199849 Total:	850.00			
	Public Agency Training Co	850.00			
Quinlan Security Systems QUINLANS 021616 660-610-519-5340 Maintenance Agreement Expen	2/16/2016	5,842.29	0.00	03/01/2016	CCTV Stand alone system for PW
	021616 Total:	5,842.29			
	Quinlan Security Systems T	5,842.29			
Sam's Club SAMSCCL 4633 101-300-512-5730 Program supplies	2/18/2016	88.59	0.00	03/01/2016	Rags for Property
	4633 Total:	88.59			
	Sam's Club Total:	88.59			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Solid Waste Agency of Northern Cook County				
SOLIDWA				
5299	3/1/2016	19,124.00	0.00	03/01/2016
101-440-514-5230				FY 2016 O & M Costs - April
5299	3/1/2016	25.37	0.00	03/01/2016
101-440-514-5230				FY15 Fixed True-up
5299	3/1/2016	-414.55	0.00	03/01/2016
101-440-514-5230				FY15 O&M True-up
	5299 Total:	18,734.82		
	Solid Waste Agency of Nor	18,734.82		
VCG Uniform				
VCGUNIFO				
14156	9/6/2015	700.00	0.00	03/01/2016
101-300-512-5730				Uniform allowance
	14156 Total:	700.00		
14157	9/6/2015	700.00	0.00	03/01/2016
101-300-512-5730				Uniform allowance
	14157 Total:	700.00		
14158	9/6/2015	141.75	0.00	03/01/2016
101-300-512-5070				Uniform allowance
	14158 Total:	141.75		
14159	9/6/2015	15.90	0.00	03/01/2016
101-300-512-5070				Uniform allowance
	14159 Total:	15.90		
14287	10/1/2015	58.85	0.00	03/01/2016
101-300-512-5070				Uniform allowance
	14287 Total:	58.85		

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 02/23/2016 - 3:27PM
 Batch: 00102.03.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
American Express AMEREXP 020916	2/9/2016	45.00	0.00	03/01/2016
205-500-515-5725				Membership fee
020916 Total:		45.00		
31083021716	2/17/2016	221.90	0.00	03/01/2016
101-350-512-5799				Overstock.com - mattress pads
31083021716	2/17/2016	52.00	0.00	03/01/2016
101-350-512-5620				Cygnus media - EMW World
31083021716	2/17/2016	1,305.00	0.00	03/01/2016
101-350-512-5620				NFPA - subscription
31083021716	2/17/2016	174.98	0.00	03/01/2016
101-350-512-5770				Rakuten - Battle ropes
31083021716	2/17/2016	-66.99	0.00	03/01/2016
101-350-512-5770				Credit
31083021716	2/17/2016	198.91	0.00	03/01/2016
101-350-512-5740				LED Lighting - grille lights
31083021716	2/17/2016	359.91	0.00	03/01/2016
101-350-512-5430				Logmein.com - annual renewal
31083021716 Total:		2,245.71		
31158011416	1/14/2016	104.85	0.00	03/01/2016
660-610-519-5580				Internet - Public Works
31158011416	1/14/2016	147.85	0.00	03/01/2016
660-610-519-5580				Internet - Public Works
31158011416	1/14/2016	254.85	0.00	03/01/2016
101-250-511-5580				Internet - Village Hall

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	31158011416 Total:	507.55			
31158012216	1/22/2016	27.57	0.00	03/01/2016	
101-200-511-5799	Other materials & supplies				Retirement party supplies
	31158012216 Total:	27.57			
31158012616	1/26/2016	28.95	0.00	03/01/2016	
101-200-511-5599	Other contractual				Random DOT Screening
	31158012616 Total:	28.95			
31158020616	2/6/2016	311.36	0.00	03/01/2016	
101-200-511-5830	Lodging				Hotel Winter Conference
	31158020616 Total:	311.36			
31174012416	1/24/2016	44.06	0.00	03/01/2016	
205-504-515-5510	Advertising				Facebook - Dept Marketing
	31174012416 Total:	44.06			
31174013116	1/31/2016	11.14	0.00	03/01/2016	
205-504-515-5510	Advertising				Facebook - Softball Marketing
	31174013116 Total:	11.14			
31174020216	2/2/2016	15.00	0.00	03/01/2016	
205-500-515-5725	Credit card charges				Plug n Play
	31174020216 Total:	15.00			
31182011216	1/12/2006	269.00	0.00	03/01/2016	
205-500-515-5810	Conference & meeting registrat				IPRA dues renewal
31182011216	1/12/2006	269.00	0.00	03/01/2016	
205-500-515-5810	Conference & meeting registrat				IPRA dues renewal
31182011216	1/12/2006	269.00	0.00	03/01/2016	
205-500-515-5810	Conference & meeting registrat				IPRA dues renewal
	31182011216 Total:	807.00			
31182012216	1/22/2016	94.00	0.00	03/01/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-500-515-5810 Conference & meeting registrat					IPRA pre conference workshop
31182012216	1/22/2016	585.00	0.00	03/01/2016	
205-570-515-5270 Purchased program services					Senior trip - Lincolnshire
	31182012216 Total:	679.00			
31190020516	2/5/2016	733.20	0.00	03/01/2016	
205-570-515-5270 Purchased program services					Drury Lane - Senior event
	31190020516 Total:	733.20			
32008011816	1/18/2016	42.30	0.00	03/01/2016	
101-200-511-5840 Meals					Lunch - Village Manager
	32008011816 Total:	42.30			
32008011916	1/19/2016	52.95	0.00	03/01/2016	
101-100-511-5799 Other materials & supplies					Flowers
	32008011916 Total:	52.95			
32008012016	1/20/2016	200.00	0.00	03/01/2016	
101-200-511-5810 Conference & meeting registrat					ILCMA Conference registration
	32008012016 Total:	200.00			
32008020516	2/5/2016	199.36	0.00	03/01/2016	
101-200-511-5830 Lodging					Hotel - ILCMA Winter Conference
	32008020516 Total:	199.36			
	American Express Total:	5,950.15			
American First Aid Services					
AFAS INC					
33217	2/10/2016	62.15	0.00	03/01/2016	
101-200-511-5599 Other contractual					First aid box supplies
	33217 Total:	62.15			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

American First Aid Service		62.15		
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AT & T				
ATT				
773R07163602	1/28/2016	7.76	0.00	03/01/2016
215-000-512-5580 Telephone				Telephone - E911

773R07163602 Total:		7.76		
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AT & T Total:		7.76		
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Avalon Petroleum				
AVALON				
16614	2/11/2016	241.46	0.00	03/01/2016
101-350-512-5670 Fuel				Fuel usage
16614	2/11/2016	489.68	0.00	03/01/2016
101-440-513-5670 Fuel				Fuel usage
16614	2/11/2016	184.69	0.00	03/01/2016
205-430-515-5670 Fuel				Fuel usage
16614	2/11/2016	169.17	0.00	03/01/2016
660-620-519-5670 Fuel				Fuel usage

16614 Total:		1,085.00		
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554945	2/11/2016	15.49	0.00	03/01/2016
101-420-511-5670 Fuel				Fuel usage
554945	2/11/2016	1,030.41	0.00	03/01/2016
101-300-512-5670 Fuel				Fuel usage
554945	2/11/2016	65.13	0.00	03/01/2016
101-350-512-5670 Fuel				Fuel usage
554945	2/11/2016	14.55	0.00	03/01/2016
101-410-511-5670 Fuel				Fuel usage
554945	2/11/2016	14.08	0.00	03/01/2016
101-420-511-5670 Fuel				Fuel usage
554945	2/11/2016	136.12	0.00	03/01/2016
101-440-513-5670 Fuel				Fuel usage
554945	2/11/2016	198.43	0.00	03/01/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-430-515-5670 Fuel					Fuel usage
554945	2/11/2016	219.79	0.00	03/01/2016	
660-620-519-5670 Fuel					Fuel usage
	554945 Total:	<u>1,694.00</u>			
	Avalon Petroleum Total:	<u>2,779.00</u>			
Bank of America, Business Card					
BANKOFAM					
0423020816	2/8/2016	41.90	0.00	03/01/2016	
101-210-511-5720 Postage					Postage - return camera
0423020816	2/8/2016	68.98	0.00	03/01/2016	
101-300-512-5700 Office supplies					Flash drive/labels
0423020816	2/8/2016	44.22	0.00	03/01/2016	
101-210-511-5720 Postage					Postage
0423020816	2/8/2016	92.27	0.00	03/01/2016	
101-300-512-5730 Program supplies					Lunch Mini Academy Training
0423020816	2/8/2016	24.95	0.00	03/01/2016	
101-300-512-5640 Computer supplies					Battery power supply for computer
	0423020816 Total:	<u>272.32</u>			
7130011916	1/19/2016	38.48	0.00	03/01/2016	
101-100-511-5840 Meals					Refreshments for Board meeting
7130011916	1/19/2016	4.99	0.00	03/01/2016	
101-100-511-5840 Meals					Dinner for Board meeting
	7130011916 Total:	<u>43.47</u>			
7130012016	1/20/2016	8.62	0.00	03/01/2016	
101-400-511-5840 Meals					Supplies for Parking lot meeting
	7130012016 Total:	<u>8.62</u>			
7130012516	1/25/2016	30.63	0.00	03/01/2016	
205-571-515-5535 Facility rental					Refreshments for Board meeting
	7130012516 Total:	<u>30.63</u>			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
7130012816	1/28/2016	33.47	0.00	03/01/2016	
205-571-515-5535					Facility rental Blind repairs parts for Community Center
	7130012816 Total:	33.47			
7868011216	1/12/2016	-2.94	0.00	03/01/2016	
205-500-515-5700					Office supplies Vista Print
7868011216	1/12/2016	50.15	0.00	03/01/2016	
205-500-515-5700					Office supplies Vista Print
	7868011216 Total:	47.21			
7868011416	1/14/2016	40.31	0.00	03/01/2016	
205-506-515-5730					Program supplies Walmart - Birthday party
7868011416	1/14/2016	50.00	0.00	03/01/2016	
205-500-515-5810					Conference & meeting registrat IAPD-IPRA Conference table
7868011416	1/14/2016	360.00	0.00	03/01/2016	
205-500-515-5810					Conference & meeting registrat IAPD-IPRA Conference
7868011416	1/14/2016	285.00	0.00	03/01/2016	
205-500-515-5810					Conference & meeting registrat IAPD-IPRA Membership
	7868011416 Total:	735.31			
7868011916	1/19/2016	74.20	0.00	03/01/2016	
205-500-515-5840					Meals Wholly Frijoles - staff meeting
	7868011916 Total:	74.20			
7868012016	1/20/2016	-84.00	0.00	03/01/2016	
205-502-515-5270					Purchased program services Sunshine Arts and Crafts
	7868012016 Total:	-84.00			
7868012116	1/21/2016	-50.00	0.00	03/01/2016	
205-500-515-5810					Conference & meeting registrat Return conference table
	7868012116 Total:	-50.00			
7868012516	1/25/2016	190.57	0.00	03/01/2016	
205-504-515-5730					Program supplies Fun Express - Daddy Daughter dance

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	7868012516 Total:	190.57			
7868020316	2/3/2016	31.90	0.00	03/01/2016	Sabatinos - senior lunch
205-570-515-5645	Concessions & food				
	7868020316 Total:	31.90			
7868020416	2/4/2016	54.26	0.00	03/01/2016	Party City - Daddy Daughter dance
205-504-515-5730	Program supplies				
	7868020416 Total:	54.26			
8334011516	1/15/2016	480.57	0.00	03/01/2016	Senior Holiday party
205-570-515-5645	Concessions & food				
	8334011516 Total:	480.57			
9820010816	1/8/2016	651.00	0.00	03/01/2016	Tipsy paint - Adult program vendor
205-503-515-5270	Purchased program services				
9820010816	1/8/2016	74.95	0.00	03/01/2016	Ricoh USA - Community Center Copier
205-571-515-5730	Program supplies				
	9820010816 Total:	725.95			
9820011416	1/14/2016	74.95	0.00	03/01/2016	Ricoh USA - Community Center Copier
205-571-515-5730	Program supplies				
	9820011416 Total:	74.95			
9820011516	1/15/2016	4.30	0.00	03/01/2016	Lettering Delights - Bulletin Board materials
205-571-515-5730	Program supplies				
	9820011516 Total:	4.30			
9820012016	1/20/2016	13.97	0.00	03/01/2016	Amazon - Daddy Daughter Dance supplies
205-504-515-5730	Program supplies				
	9820012016 Total:	13.97			
9820012116	1/21/2016	36.53	0.00	03/01/2016	Amazon - Daddy Daughter Dance supplies
205-504-515-5730	Program supplies				
9820012116	1/21/2016	7.99	0.00	03/01/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-504-515-5730 Program supplies					Amazon - Daddy Daughter Dance supplies
9820012116	1/21/2016	7.99	0.00	03/01/2016	
205-504-515-5730 Program supplies					Amazon - Daddy Daughter Dance supplies
9820012116	1/21/2016	31.46	0.00	03/01/2016	
205-504-515-5730 Program supplies					Amazon - Daddy Daughter Dance supplies
9820012116	1/23/2016	46.75	0.00	03/01/2016	
205-504-515-5730 Program supplies					Amazon - Daddy Daughter Dance supplies
	9820012116 Total:	130.72			
9820012416	1/24/2016	92.41	0.00	03/01/2016	
205-504-515-5730 Program supplies					Amazon - Daddy Daughter Dance supplies
	9820012416 Total:	92.41			
9820012616	1/26/2016	16.99	0.00	03/01/2016	
205-500-515-5700 Office supplies					Amazon - Planner/calendar
9820012616	1/26/2016	15.96	0.00	03/01/2016	
205-503-515-5730 Program supplies					Amazon - Exercise supplies
	9820012616 Total:	32.95			
9820012716	1/27/2016	48.99	0.00	03/01/2016	
205-530-515-5730 Program supplies					Amazon - Camp pop up equipment
	9820012716 Total:	48.99			
9820020316	2/3/2016	16.99	0.00	03/01/2016	
205-500-515-5700 Office supplies					Amazon - Planner/Calendar
9820020316	2/3/2016	16.99	0.00	03/01/2016	
205-500-515-5700 Office supplies					Amazon - Planner/Calendar
9820020316	2/3/2016	17.99	0.00	03/01/2016	
205-571-515-5730 Program supplies					Amazon - Mini bulletin white board
	9820020316 Total:	51.97			
9820020416	2/4/2016	7.99	0.00	03/01/2016	
205-571-515-5730 Program supplies					Amazon - Weight Bin corner protectors
	9820020416 Total:	7.99			
9820020516	2/5/2016	42.39	0.00	03/01/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-571-515-5730	Program supplies				Michaels - Community Center frames
	9820020516 Total:	42.39			
	Bank of America, Business	3,095.12			
Business Only Broadband					
BUSONLY					
68505	3/1/2016	250.00	0.00	03/01/2016	
	101-250-511-5580 Telephone				Back-up connection - Internet access
	68505 Total:	250.00			
68506	3/1/2016	250.00	0.00	03/01/2016	
	101-250-511-5580 Telephone				Wireless alarm internet access
	68506 Total:	250.00			
	Business Only Broadband	500.00			
Catered By Design					
CATBDES					
11072	2/16/2016	759.50	0.00	03/01/2016	
	101-200-511-5799 Other materials & supplies				Dinner - Annual Employee years of service award
	11072 Total:	759.50			
	Catered By Design Total:	759.50			
ClientFirst Consulting Group, LLC					
CLIENTFI					
6053	1/31/2016	5,528.75	0.00	03/01/2016	
	101-250-511-5320 Consulting				IT Support
	6053 Total:	5,528.75			
6054	1/31/2016	1,483.75	0.00	03/01/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-250-511-5320 Consulting					IT Management
6054 Total:		1,483.75			
6055	1/31/2016	637.50	0.00	03/01/2016	AV Upgrade
101-250-511-5340 Maintenance Agreement Expen					
6055 Total:		637.50			
6056	1/31/2016	233.75	0.00	03/01/2016	Network improvements
101-250-511-5330 Data processing					
6056 Total:		233.75			
6057	1/31/2016	1,083.75	0.00	03/01/2016	PC Replacement
101-250-511-6530 Equipment - data processing					
6057 Total:		1,083.75			
6058	1/31/2016	1,420.00	0.00	03/01/2016	PW projects
660-610-519-5330 Data processing					
6058 Total:		1,420.00			
6059	1/31/2016	382.50	0.00	03/01/2016	PW Server room consolidation
660-620-519-5320 Consulting					
6059 Total:		382.50			
6060	1/31/2016	786.25	0.00	03/01/2016	PW video surveillance
660-610-519-5330 Data processing					
6060 Total:		786.25			
6061	1/31/2016	1,382.50	0.00	03/01/2016	Server replacement
101-250-511-6530 Equipment - data processing					
6061 Total:		1,382.50			
6062	1/31/2016	687.50	0.00	03/01/2016	Video surveillance
101-250-511-5340 Maintenance Agreement Expen					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
6062 Total:		687.50			
ClientFirst Consulting Gro		13,626.25			
Commonwealth Edison COMED					
1011026306	2/17/2016	2,645.26	0.00	03/01/2016	Metered Street Lights
101-440-513-5785 Utilities - public way					
1011026306 Total:		2,645.26			
2028043041	2/10/2016	4,553.59	0.00	03/01/2016	Master Account Street Lighting
101-440-513-5785 Utilities - public way					
2028043041 Total:		4,553.59			
5103171049	2/17/2016	3,196.95	0.00	03/01/2016	Master Account Street Lighting
101-440-513-5785 Utilities - public way					
5103171049	2/17/2016	608.27	0.00	03/01/2016	Master Account Street Lighting
101-440-513-5785 Utilities - public way					
5103171049 Total:		3,805.22			
57221-35010	2/10/2016	308.37	0.00	03/01/2016	Master Account Street Lighting
101-440-513-5785 Utilities - public way					
57221-35010 Total:		308.37			
592075011	2/1/2016	2,345.25	0.00	03/01/2016	Master Account Street Lighting
101-440-513-5785 Utilities - public way					
592075011 Total:		2,345.25			
Commonwealth Edison To		13,657.69			
Cook County Treasurer COOKCTY					
2/20/2016	2/20/2016	131,897.70	0.00	03/01/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
218-000-310-3500 Payout Surplus					Final Pay out Touhy/Lawndale TIF surplus
	2/20/2016 Total:	131,897.70			
	Cook County Treasurer Tot	131,897.70			
ESRI					
ESRI					
93091282	2/2/2016	2,600.00	0.00	03/01/2016	
101-250-511-5340 Maintenance Agreement Expen					Annual GIS software maintenance
93091282	2/2/2016	2,100.00	0.00	03/01/2016	
660-610-519-5340 Maintenance Agreement Expen					Annual GIS software maintenance
	93091282 Total:	4,700.00			
	ESRI Total:	4,700.00			
Lowe's Business Acc/GECF					
LOWES					
08417	2/16/2016	47.48	0.00	03/01/2016	
101-350-512-5799 Other materials & supplies					Battery tender for 1502
	08417 Total:	47.48			
16678	2/2/2016	149.08	0.00	03/01/2016	
660-620-519-5745 Small tools					Cordless drill, drive set for Water Dept
	16678 Total:	149.08			
2038	2/1/2016	33.18	0.00	03/01/2016	
101-420-511-5730 Program supplies					Cleaning wipes for PW
	2038 Total:	33.18			
2039	2/1/2016	73.95	0.00	03/01/2016	
101-420-511-5405 R&M - buildings					Power cord, grounding plug for generator
	2039 Total:	73.95			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
2251	2/4/2016	15.53	0.00	03/01/2016	
205-430-515-6350 Park Construction & Improvem					Metal files - Shelter door
	2251 Total:	15.53			
2252	2/4/2016	47.41	0.00	03/01/2016	
660-620-519-5405 R&M - buildings					Sponge mop, wet mop for Pump station
	2252 Total:	47.41			
2380	2/5/2016	18.45	0.00	03/01/2016	
205-430-515-6350 Park Construction & Improvem					Spray paint for shelter door
	2380 Total:	18.45			
2555	2/8/2016	103.25	0.00	03/01/2016	
205-430-515-5470 R&M - Recreation equipment					Catch basin kit, solid pipe
	2555 Total:	103.25			
2734	2/10/2016	72.07	0.00	03/01/2016	
205-430-515-5730 Program supplies					Utility wire, hanger tape for Hockey rink
	2734 Total:	72.07			
2819	2/11/2016	3.96	0.00	03/01/2016	
101-440-513-5730 Program supplies					Steel rebar ties for Sewer rat poison
	2819 Total:	3.96			
2841	1/29/2016	23.36	0.00	03/01/2016	
101-420-511-5405 R&M - buildings					Flat washer, bolts for VH
	2841 Total:	23.36			
2863	1/29/2016	37.78	0.00	03/01/2016	
101-420-511-5405 R&M - buildings					Copper wire
	2863 Total:	37.78			
2897	2/12/2016	70.02	0.00	03/01/2016	
101-420-511-5405 R&M - buildings					Liquid tight connector, PVC vent box

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		70.02			
2897 Total:					
7360	2/8/2016	12.75	0.00	03/01/2016	
205-571-515-5730 Program supplies					Wheels for fan
		12.75			
7360 Total:					
		708.27			
Lowe's Business Acc/GEC					
Marc Printing					
MARCP					
Cycle2&4	2/19/2016	507.64	0.00	03/01/2016	
660-610-519-5720 Postage					Postage/Water Bills Cycle 2 & 4
		507.64			
Cycle2&4 Total:					
		507.64			
Marc Printing Total:					
		238.93			
Nicor Gas					
NICOR					
21-46-84-00003	2/15/2016	238.93	0.00	03/01/2016	
205-560-515-5780 Utilities - government buildin					Pool - 1/7-2/8
		238.93			
21-46-84-00003 Total:					
		376.90			
21-84-84-00004	2/8/2016	376.90	0.00	03/01/2016	
660-620-519-5780 Utilities - government buildin					Pump Station - 1/8-2/8
		376.90			
21-84-84-00004 Total:					
		79.71			
70-61-47-04487	2/9/2016	79.71	0.00	03/01/2016	
205-560-515-5780 Utilities - government buildin					7055 Kostner
		79.71			
70-61-47-04487 Total:					
		695.54			
Nicor Gas Total:					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
North Suburban Employee Benefit					
NSEBENEF					
Mar-16	2/15/2016	10,522.00	0.00	03/01/2016	
102-000-210-2028	Dental insurance premium with				Dental Bill - March 2016
	Mar-16 Total:	10,522.00			
	North Suburban Employee	10,522.00			
Pazdan, Amanda					
PAZDAN					
021616	2/16/2016	85.99	0.00	03/01/2016	
101-200-511-5799	Other materials & supplies				Supplies - Employee annual years appreciation
021616	2/16/2016	23.87	0.00	03/01/2016	
101-200-511-5799	Other materials & supplies				Supplies - Employee annual years appreciation
	021616 Total:	109.86			
	Pazdan, Amanda Total:	109.86			
QSR Awards & Engravings, Inc.					
QSRAWARD					
9650	2/10/2016	1,092.00	0.00	03/01/2016	
101-200-511-5799	Other materials & supplies				Plaques for Annual employees years of service
9650	2/10/2016	287.25	0.00	03/01/2016	
101-200-511-5799	Other materials & supplies				Engraving
	9650 Total:	1,379.25			
	QSR Awards & Engravings	1,379.25			
UPS					
UPS					
48TT5066	2/6/2016	14.18	0.00	03/01/2016	
101-350-512-5720	Postage				Delivery fee - Fire Dept

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
48TT5066 Total:		14.18			
UPS Total:		14.18			
Verizon Wireless					
VERIZON					
9758986783	1/16/2016	1,330.06	0.00	03/01/2016	
101-210-511-5580 Telephone					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	89.54	0.00	03/01/2016	
205-508-515-5580 Telephone					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	23.68	0.00	03/01/2016	
205-520-515-5580 Telephone					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	61.52	0.00	03/01/2016	
205-530-515-5580 Telephone					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	0.69	0.00	03/01/2016	
205-560-515-5580 Telephone					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	0.23	0.00	03/01/2016	
205-550-515-5270 Purchased program services					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	127.56	0.00	03/01/2016	
101-000-210-2650 Contractor Permits Payable					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	504.44	0.00	03/01/2016	
660-610-519-5580 Telephone					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	657.77	0.00	03/01/2016	
101-250-511-5580 Telephone					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	11.77	0.00	03/01/2016	
205-430-515-5410 R&M - communications equipm					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	9.74	0.00	03/01/2016	
660-620-519-5410 R&M - communications equipm					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	14.21	0.00	03/01/2016	
101-440-513-5410 R&M - communications equipm					Cell phones - Dec 17 thru Jan 16
9758986783	1/16/2016	4.87	0.00	03/01/2016	
101-410-511-5410 R&M - communications equipm					Cell phones - Dec 17 thru Jan 16
9758986783 Total:		2,836.08			
Verizon Wireless Total:		2,836.08			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Warehouse Direct WAREHOUS 2961506-0	2/1/2016	185.72	0.00	03/01/2016
205-500-515-5700 Office supplies				Office supplies
2961506-0 Total:		185.72		
2969531-0	2/8/2016	276.33	0.00	03/01/2016
101-210-511-5700 Office supplies				Office supplies
2969531-0 Total:		276.33		
2979256-0	2/17/2016	189.72	0.00	03/01/2016
101-350-512-5700 Office supplies				Office supplies
2979256-0 Total:		189.72		
2979257-0	2/17/2016	197.32	0.00	03/01/2016
101-400-511-5700 Office supplies				Office supplies
2979257-0 Total:		197.32		
2979258-0	2/17/2016	36.86	0.00	03/01/2016
101-400-511-5700 Office supplies				Office supplies
2979258-0 Total:		36.86		
Warehouse Direct Total:		885.95		
Woodward Printing Services WOODWARD 40366	2/16/2016	3,462.76	0.00	03/01/2016
205-500-515-5560 Printing & copying services				Day Camp brochure
40366 Total:		3,462.76		
Woodward Printing Service		3,462.76		

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 02/23/2016 - 3:27PM
Batch: 00103.03.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Account Number	Description
Active Electrical Supply Co. Inc. & Fox Lighting						
ACTIVELE						
10475688-00	2/9/2016	13.17	0.00	03/01/2016	217-000-561-5290	Maintenance of TIF Improvem
						Fuse element time for street lights
		<hr/>			10475688-00 Total:	13.17
		<hr/>			Active Electrical Supply C	13.17
Chicago Tribune						
CHGOTRIB						
3870054	1/4/2016	41.09	0.00	03/01/2016	101-240-511-5510	Advertising
						Legal notice - Text Amendment
		<hr/>			3870054 Total:	41.09
CU31469						
CU31469	1/28/2016	67.78	0.00	03/01/2016	101-240-511-5510	Advertising
						Legal notice - 3738 Columbia
		<hr/>			CU31469 Total:	67.78
		<hr/>			Chicago Tribune Total:	108.87
City Welding Sales & Services						
CITYWELD						
41466	2/17/2016	52.43	0.00	03/01/2016	101-410-511-5730	Program supplies
						Welding jacket, shields for Welding

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
41466 Total:		52.43			
City Welding Sales & Serv		52.43			
Elite Printer Solutions					
ELITE					
4162	2/11/2016	127.98	0.00	03/01/2016	
215-000-512-5640 Computer supplies					Office supplies
4162	2/11/2016	168.97	0.00	03/01/2016	
101-300-512-5640 Computer supplies					Office supplies
4162 Total:		296.95			
Elite Printer Solutions Tota		296.95			
Golf Mill Ford					
GOLFMILL					
392087P	2/11/2016	367.47	0.00	03/01/2016	
101-300-512-5480 R&M - vehicles					Control arms for Squad 32
392087P Total:		367.47			
392095P	2/10/2016	161.52	0.00	03/01/2016	
101-300-512-5480 R&M - vehicles					Bushings for Squad 32
392095P Total:		161.52			
392230P	2/12/2016	273.56	0.00	03/01/2016	
660-620-519-5480 R&M - vehicles					Throttle body for truck 10
392230P Total:		273.56			
CM391535	2/4/2016	-125.00	0.00	03/01/2016	
660-620-519-5480 R&M - vehicles					Credit
CM391535 Total:		-125.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Golf Mill Ford Total:		677.55			
Grainger					
GRAINGER					
1457423253	12/23/2015	-124.92	0.00	03/01/2016	Credit
101-420-511-5405 R&M - buildings					
1457423253 Total:		-124.92			
1457692407	12/7/2015	-91.18	0.00	03/01/2016	Credit
101-420-511-5405 R&M - buildings					
1457692407 Total:		-91.18			
9021361093	2/9/2016	38.16	0.00	03/01/2016	Tools for Shop
101-410-511-5730 Program supplies					
9021361093 Total:		38.16			
9023817795	2/11/2016	746.50	0.00	03/01/2016	Warning lights for PW garage
101-420-511-5405 R&M - buildings					
9023817795 Total:		746.50			
Grainger Total:		568.56			
Isenstein, Melvin					
ISENSTEI					
16-1401	1/26/2016	200.00	0.00	03/01/2016	50/50 animal reimbursement
101-400-511-5210 Animal control					
16-1401 Total:		200.00			
Isenstein, Melvin Total:		200.00			

Malnati Organization
MALNATI

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
8	2/11/2016	61.85	0.00	03/01/2016	Lunch for employee meeting
101-400-511-5840 Meals					
	8 Total:	61.85			
	Malnati Organization Total	61.85			
Metal Supermarkets					
METALSUP					
022506-S1100006	2/10/2016	58.34	0.00	03/01/2016	Hot rolled flat bar for Sweeper #2
101-440-513-5480 R&M - vehicles					
	022506-S1100006 Total:	58.34			
	Metal Supermarkets Total:	58.34			
NAPA					
NAPA					
192991	11/27/2015	-12.30	0.00	03/01/2016	Credit
205-430-515-5480 R&M - vehicles					
	192991 Total:	-12.30			
202275	2/8/2016	14.09	0.00	03/01/2016	Oil filter for truck 29
205-430-515-5480 R&M - vehicles					
	202275 Total:	14.09			
202414	2/9/2016	7.79	0.00	03/01/2016	Filter for Valve exerciser
101-410-511-5480 R&M - vehicles					
	202414 Total:	7.79			
	NAPA Total:	9.58			
New Pig Corporation					
NEWPIG					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
21866026-00	2/11/2016	160.98	0.00	03/01/2016	
101-410-511-5730					Program supplies
					Rag bags for shop
		21866026-00 Total:			160.98
		New Pig Corporation Total			160.98
North Suburban NORTHSUB					
473-84837	2/12/2016	77.94	0.00	03/01/2016	
101-440-513-5480					R&M - vehicles
					Mini halogen for Tractor 3
		473-84837 Total:			77.94
		North Suburban Total:			77.94
Sherwin Williams Co SHERWINW					
4426-7	2/4/2016	382.68	0.00	03/01/2016	
101-420-511-5405					R&M - buildings
					Blue paint for PW windows
		4426-7 Total:			382.68
		Sherwin Williams Co Total			382.68
Standard Equipment Company STANDARD					
C03296	6/5/2015	-225.63	0.00	03/01/2016	
101-440-513-5480					R&M - vehicles
					Credit
		C03296 Total:			-225.63
C03297	6/5/2015	-0.97	0.00	03/01/2016	
101-440-513-5480					R&M - vehicles
					Credit
		C03297 Total:			-0.97

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
C03299	6/5/2015	-238.82	0.00	03/01/2016
101-440-513-5480 R&M - vehicles				Credit
	C03299 Total:	-238.82		
C03301	6/5/2015	-180.56	0.00	03/01/2016
101-440-513-5480 R&M - vehicles				Credit
	C03301 Total:	-180.56		
C03310	6/5/2015	-193.48	0.00	03/01/2016
101-440-513-5480 R&M - vehicles				Credit
	C03310 Total:	-193.48		
C03316	6/5/2015	-23.90	0.00	03/01/2016
101-440-513-5480 R&M - vehicles				Credit
	C03316 Total:	-23.90		
C10252	2/11/2016	2,770.50	0.00	03/01/2016
101-440-513-5480 R&M - vehicles				Extended window, idler for Sweeper 2
	C10252 Total:	2,770.50		
C10291	2/11/2016	1,152.25	0.00	03/01/2016
101-440-513-5480 R&M - vehicles				Sprocket assembly, chain guard for Sweeper 2
	C10291 Total:	1,152.25		
C10293	2/11/2016	247.15	0.00	03/01/2016
101-440-513-5480 R&M - vehicles				Bearing cone, hex nut for Sweeper 2
	C10293 Total:	247.15		
C10294	2/11/2016	53.80	0.00	03/01/2016
101-440-513-5480 R&M - vehicles				Yoke pin assembly
	C10294 Total:	53.80		
	Standard Equipment Comp	3,360.34		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Thompson Elevator Inspection Service, Inc.					
THOMPSON					
16-0369	2/5/2016	100.00	0.00	03/01/2016	
101-240-517-5399	Other professional services				1 elevator plan review
16-0369 Total:		100.00			
16-0428	2/10/2016	300.00	0.00	03/01/2016	
101-240-517-5399	Other professional services				3 elevator plan review
16-0428 Total:		300.00			
Thompson Elevator Inspec		400.00			
Warehouse Direct					
WAREHOUS					
2914180-0	12/24/2015	793.00	0.00	03/01/2016	
101-300-512-5730	Program supplies				Office supplies
2914180-0 Total:		793.00			
2949856-0	1/20/2016	99.06	0.00	03/01/2016	
101-300-512-5730	Program supplies				Office supplies
2949856-0 Total:		99.06			
2950490-0	1/21/2016	420.24	0.00	03/01/2016	
101-210-511-5700	Office supplies				Office supplies
2950490-0 Total:		420.24			
2950490-1	1/22/2016	109.08	0.00	03/01/2016	
101-210-511-5700	Office supplies				Office supplies
2950490-1 Total:		109.08			
2950493-0	1/21/2016	198.02	0.00	03/01/2016	
101-350-512-5700	Office supplies				Office supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
2950493-0 Total:		198.02			
2966252-0	2/4/2016	104.52	0.00	03/01/2016	Office supplies
101-300-512-5730 Program supplies					
2966252-0 Total:		104.52			
2969485-0	2/8/2016	116.12	0.00	03/01/2016	Office supplies
101-240-517-5700 Office supplies					
2969485-0 Total:		116.12			
Warehouse Direct Total:		1,840.04			
Westmont Auto Parts					
WESTMONT					
11413	2/8/2016	40.56	0.00	03/01/2016	Filters for Police vehicles
101-300-512-5480 R&M - vehicles					
11413 Total:		40.56			
Westmont Auto Parts Total		40.56			
Work' N Gear, LLC					
WRKNGEAR					
HA57557	2/9/2016	115.99	0.00	03/01/2016	Clothing allowance
101-440-513-5070 Uniform allowance					
HA57557 Total:		115.99			
Work' N Gear, LLC Total:		115.99			
Report Total:		8,425.83			

Request For Board Action

REFERRED TO BOARD: March 1, 2016

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of a Resolution Authorizing the Village Manager to Approve the Securities Account Control Agreement with Republic Bank of Chicago and The Private Bank and Trust Company

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village currently has an agreement with Republic Bank of Chicago (Bank) that requires the Bank to secure Village deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (FDIC), by pledging securities and having the securities placed in safekeeping by a custodian. The current custodian is Wells Fargo Securities, LLC and Wells Fargo Bank.

The Bank has informed staff that they have now engaged The PrivateBank and Trust Company to replace Wells Fargo Bank as the custodian for the securities pledged for the Village's deposits.

Attached is the draft Securities Account Control Agreement with Republic Bank of Chicago and The PrivateBank and Trust Company. Village legal counsel has reviewed the proposed agreement for appropriateness.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Draft Securities Account Control Agreement

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the Village Manager to approve the Securities Account Control Agreement with Republic Bank of Chicago and The PrivateBank and Trust Company.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

**A RESOLUTION APPROVING A SECURITIES ACCOUNT CONTROL AGREEMENT
WITH REPUBLIC BANK OF CHICAGO
AND THE PRIVATEBANK AND TRUST COMPANY**

WHEREAS, the Village maintains its banking accounts with Republic Bank of Chicago (“*Republic*”); and

WHEREAS, in order to fully secure the Village’s deposits, Republic has established a securities account (“*Securities Account*”) with The PrivateBank and Trust Company (“*PrivateBank*”); and

WHEREAS, the Village, Republic, and PrivateBank now desire to enter into an agreement to set forth their respective rights and responsibilities regarding the Securities Account (“*Agreement*”); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with Republic and PrivateBank 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 AGREEMENT. The Agreement between and among the Village, Republic, and PrivateBank is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

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

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

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

Lawrence Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2016

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

#39092029_v1

EXHIBIT A
AGREEMENT

**SECURITIES ACCOUNT CONTROL AGREEMENT
(Financial Institutions)**

This SECURITIES ACCOUNT CONTROL AGREEMENT (this "*Agreement*"), dated as of _____, is entered into by and among Republic Bank of Chicago ("*Account Owner*"), Village of Lincolnwood ("*Secured Party*"), and THE PRIVATEBANK AND TRUST COMPANY, as securities intermediary (in such capacity, "*Intermediary*").

PRELIMINARY STATEMENTS

A. Intermediary has established on its books and records securities account number _____ in the name of Account Owner in which assets for which Intermediary acts as custodian for the benefit of Company as described in the Custody Agreement dated _____ (the "*Account Owner Assets*") are held (the "*Account*").

B. Account Owner has granted Secured Party a continuing security interest in its interest in the Account, the Account Owner Assets, all free credit balances held for the benefit of Account Owner and cash held for the benefit of Account Owner thereunder, and all proceeds thereof pursuant to an agreement.

C. Secured Party, Account Owner and Intermediary are entering into this Agreement to provide for the control of the Account and to perfect the security interest of Secured Party in the Account, all free credit balances and cash held thereunder, and all proceeds thereof.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1. The Account. Account Owner hereby acknowledges and agrees that Account Owner has granted a continuing security interest in its interest in the Account, the Account Owner Assets, all free credit balances held for the benefit of Account Owner and cash held for the benefit of Account Owner thereunder, and all proceeds thereof (collectively, the "*Account Collateral*") to Secured Party. Account Owner hereby represents and warrants to Secured Party that the Account Collateral is free and clear of all liens, security interests, encumbrances, and claims whatsoever, except for the security interest in favor of Secured Party and claims in favor of Intermediary permitted under Section 2 below. Intermediary hereby represents and warrants to Secured Party and Account Owner that (a) the security entitlements arising out of the financial assets which are Account Owner Assets that are carried in the Account and all free credit balances held for the benefit of Account Owner thereunder are valid and legally binding obligations of Intermediary, and (b) except for the claim and interest of Secured Party and Account Owner in the Account Collateral (subject to any claim in favor of Intermediary permitted under Section 2 below), Intermediary does not know of any claim to or interest in the Account Collateral.

Intermediary and Account Owner hereby agree that the Account is a “securities account” within the meaning of Article 8 of the Uniform Commercial Code of the State of Illinois (such Uniform Commercial Code, as in effect from time to time, being referred to herein as the “UCC”) and that the Account is maintained at Intermediary’s offices in Illinois.

Section 2. Priority of Lien. Intermediary hereby acknowledges the security interest in the Account Collateral granted to Secured Party by Account Owner. Intermediary hereby confirms that the Account is a cash account and that it will not advance any margin or other credit to Account Owner (whether by executing purchase orders in excess of any credit balance held in the Account or executing sell order on securities not held in the Account), nor hypothecate any securities carried in the Account except in connection with the execution or settlement of trading activity permitted to be conducted by Account Owner hereunder. Except in the case to facilitate trading or the execution or settlement of transactions in the Account (including but not limited to transactions executed or settled at or away from Intermediary), Intermediary agrees that any and all claims of Intermediary (including any liens or security interests) at any time existing or arising against the Account Collateral from credit extended by Intermediary to Account Owner shall be subordinate to Secured Party’s security interest while this Agreement is in effect. For purposes of this Agreement, claims of Intermediary arising from trading, the execution and/or settlement of transactions, customary commissions, fees and Charges, from adjustments to the Account in the ordinary course of business, or from the unpaid purchase price of Account Collateral between the trade date and settlement date, shall not be deemed to be claims arising from credit extended by Intermediary. Accordingly, Intermediary’s claims to the items mentioned above shall have priority over any claims of Secured Party and Intermediary may debit the Account for any of these items to the extent that Account Owner has not separately paid or reimbursed Intermediary therefor. Account Owner and Secured Party understand that financial exposure could exceed the value of securities in the Account. Account Owner shall be liable for payment upon demand of any debit balance or other obligation in the Account in accordance with the terms of the Custody Agreement governing the Account. Intermediary agrees to notify Secured Party and Account Owner in the event of the exercise of any such lien against the Account Collateral. Intermediary will not agree with any third party that Intermediary will comply with entitlement orders concerning the Account or any Account Collateral originated by such third party without the prior written consent of Secured Party and Account Owner.

Section 3. Control. Account Owner hereby irrevocably directs Intermediary to, and Intermediary hereby agrees that it will, comply with all entitlement orders (as such term is defined in the UCC) and other instructions originated by Secured Party concerning the Account Owner’s interest in the Account and all Account Collateral without further consent by Account Owner. To the extent provided in Section 4 below, Intermediary will also comply with entitlement orders and other instructions concerning the Account Owner’s interest in the Account and the Account Collateral originated by Account Owner, until such time as Secured Party delivers a written notice to Intermediary that Secured Party is thereby exercising exclusive control over the Account Owner’s interest in the Account. Such notice may be referred to herein as the “Notice of Exclusive Control.” After Intermediary receives a Notice of Exclusive Control and has had a reasonable opportunity to comply (but no later than on the third business day following receipt), it will cease complying with entitlement orders or other instructions

concerning the Account originated by Account Owner and cease distributing property in the Account to Account Owner. Intermediary shall be entitled to rely upon any entitlement order or instruction concerning the Account or any Notice of Exclusive Control that it reasonably believes to be from Secured Party. Without limiting the preceding sentence, Secured Party has set forth on Exhibit I the names and signatures of persons authorized to give instructions and provide notices on Secured Party's behalf, including any Notice of Exclusive Control and Intermediary may conclusively rely thereon.

If any Account Collateral are at any time attached, garnished or become subject to similar processes or any order or decree issued by any court, Intermediary may in its sole discretion rely upon and comply with such process, order or decree which it is advised by legal counsel is binding upon it and Intermediary shall not be liable to either the Account Owner or Secured Party by reason of such compliance even though such process, order, or decree may be subsequently reversed, modified, annulled or vacated. Also, in the event of conflicting demands upon Intermediary, Intermediary is authorized to withhold performance until such time as such conflicting demands shall have been withdrawn or the rights of the parties shall have been settled by court adjudication or otherwise.

Section 4. Permitted Account Owner Entitlement Orders. Until such time as a Notice of Exclusive Control is effective, Account Owner may deliver, and Intermediary shall be entitled to continue to act on instructions of Account Owner to transfer principal, interest, dividends and other like amounts from the Account as they from time to time are paid and as follows (check appropriate boxes):

Transfers of Account Collateral out of the Account

- Replacement Securities - Account Owner shall have the right to at any time substitute any Account Collateral that are in the Account in exchange for securities totaling a fair market value equal to or greater than the Account Collateral being removed from the Account ("Replacement Securities"). Intermediary shall follow whatever written instruction is received by Intermediary from Account Owner in order to accomplish any such substitution, including the transfer and delivery of such Account Collateral as instructed by Account Owner either before or after receipt by Intermediary of any Replacement Securities. Intermediary shall have no responsibility for determining the value, validity, regularity or genuineness of any of the Replacement Securities, including whether or not such Replacement Securities total a fair market value equal to or greater than the Account Collateral being replaced and removed from the Account. Account Owner shall notify Secured Party of any such substitution; Intermediary shall have no obligation to notify Secured Party of any such substitutions. Account Owner represents that it shall not instruct Intermediary directly with respect to the Account Collateral in contravention of the terms of this Agreement.

- Free Transfers Subject To Asset Release Level - Secured Party may set a minimum threshold collateral balance (“Asset Release Level”) to be maintained in the Account. The amount of any such Asset Release Level requested by Secured Party will be set forth in Exhibit “II” to this Agreement. Secured Party agrees that any securities, cash or other property in the Account over the Asset Release Level may be sold, exchanged or withdrawn from the Account without Secured Party’s authorization and solely at the direction of the Account Owner in accordance with the authorization granted by the Account Owner. Secured Party acknowledges that Intermediary will use commercially reasonable efforts to support such Asset Release Level. A decline in market value of securities or other assets in the Account may cause account value to go below the Account Release Level. Secured Party acknowledges its responsibility to understand the characteristics of the Account Collateral in the Account as there may not be a public market for certain Account Collateral or certain Account Collateral may be illiquid.

Trading Instructions for Account Collateral Within the Account

- Trading Permitted - Intermediary may accept and act upon instructions received by Intermediary directly from Account Owner for the purchase, sale or exchange of securities within the Account (“Trading Instructions”).
- Trading Not Permitted Without Consent - Intermediary will only accept and act upon instructions received by Intermediary from Secured Party for the purchase, sale or exchange of securities within the Account (“Trading Instructions”).

Account Owner is responsible for ensuring that the Account has sufficient funds to cover Trading Instructions. Secured Party and Account Owner acknowledge and agree that Intermediary has no obligation to monitor the market value of the Account Collateral or the Account for the benefit of Secured Party. Such monitoring is the sole responsibility of Secured Party.

Section 5. Statements, Confirmations and Notices of Adverse Claims. Upon request of Secured Party or Account Owner, at Account Owner’s expense, Intermediary will send copies of all statements, confirmations and other correspondence concerning the Account Collateral simultaneously to each of Account Owner and Secured Party at the address set forth on the signature page of this Agreement under such party's name. Upon receipt of written notice of any lien, security interest, encumbrance or adverse claim against the Account Collateral or any part thereof, Intermediary will make commercially reasonable efforts to promptly notify Secured Party and Account Owner thereof.

Section 6. Representations of Intermediary. Intermediary represents and warrants to Secured Party and Account Owner that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) the execution, delivery and performance of this Agreement by the Intermediary has been duly authorized by all necessary action; (c) this Agreement is the legal, valid and binding obligation of Intermediary, enforceable against the Intermediary in accordance with its terms; and (d) in the ordinary course of its business, Intermediary maintains securities accounts for others and is acting in that capacity under this Agreement.

Section 7. Exculpation; Indemnity. Intermediary undertakes to perform only such duties as are expressly set forth herein. Notwithstanding any other provisions of this Agreement, the parties hereby agree that Intermediary shall not be liable for any action taken by it in accordance with this Agreement, including, without limitation, any action so taken at Secured Party's request, except direct damages attributable to Intermediary's gross negligence or willful misconduct. In no event shall Intermediary be liable for any (i) losses or delays resulting from acts of God, war, computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond Intermediary's reasonable control or (ii) damages other than direct damages, including without limitation, indirect, incidental special, punitive or consequential damages or lost profits event if Intermediary has been advised of the possibility of such losses or damages. After Secured Party delivers a Notice of Exclusive Control, Secured Party agrees to indemnify and hold Intermediary harmless from and against any and all Losses incurred after the date of such Notice of Exclusive Control which Intermediary may incur, sustain or be required to pay (other than those attributable to Intermediary's gross negligence or willful misconduct) in connection with or arising out of this Agreement, the Account, the Notice of Exclusive Control or any instruction provided by Secured Party pursuant to Section 2, and to pay to Intermediary on demand the amount of all such Losses. The provisions of this Section 7 shall survive termination of this Agreement.

Section 8. Charges. In consideration of the services of Intermediary in establishing, maintaining and conducting transactions through the Account, Intermediary has established, and Account Owner hereby agrees to pay, the fees and other charges for the Account and services related thereto as in effect from time to time, together with any and all other expenses incurred by Intermediary in connection with this Agreement or the Accounts and related services, including without limitation amounts paid or incurred by Intermediary in enforcing its rights and remedies under this Agreement, or in connection with defending any claim made against Intermediary in connection with this Agreement, the Accounts, the Notice of Exclusive Control or any instruction provided by Secured Party pursuant to Section 2 (collectively, the "Charges").

In connection with the payment of the Charges in any month, Intermediary will debit the Accounts or any other account Account Owner maintains at Intermediary. In the event the Accounts or such other accounts with Intermediary do not contain sufficient available funds to pay the Charges or Account Owner maintains no other accounts with Intermediary, Intermediary will bill Account Owner directly, and Account Owner agrees to pay Intermediary, via wire transfer or other immediately available funds, the amount of such Charges.

Section 9. Tax Reporting. All items of income, gain, expense and loss recognized in the Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of Account Owner.

Section 10. Customer Agreement. In the event of a conflict between this Agreement and any other agreement between Intermediary and Account Owner, the terms of this Agreement will prevail; *provided, however,* that this Agreement shall not alter or affect any mandatory arbitration provision currently in effect between Intermediary and Account Owner pursuant to a separate agreement.

Section 11. Use of Loan Proceeds. Account Owner and Secured Party represent to Intermediary that any funds loaned to Account Owner by Secured Party that are secured by the Account Collateral shall not be used in contravention of any state or federal laws or regulations which govern the use of credit secured by margin securities including, but not limited to, Regulations T, U or X of the Federal Reserve Board.

Section 12. Termination. Unless earlier terminated by Intermediary pursuant to this Section, this Agreement shall continue in effect until Secured Party has notified Intermediary in writing that this Agreement, or its security interest in the Account Collateral, is terminated. Upon receipt of such notice the obligations of Intermediary under Sections 2, 3, 4 and 5 above with respect to the operation and maintenance of the Account Collateral after the receipt of such notice shall terminate, Secured Party shall have no further right to originate entitlement orders concerning the Account Collateral, and any previous Notice of Exclusive Control delivered by Secured Party shall be deemed to be of no further force and effect. Intermediary reserves the right to terminate this Agreement upon 30 days prior written notice to Secured Party and Account Owner; *provided, however,* that Bank may terminate this Agreement upon five (5) days' written notice to Secured Party and Account Owner in the event of a material breach of this Agreement (including non-payment of any charges or other obligations under this Agreement) by either Account Owner or Secured Party. Upon receipt of such notice, whether or not a default exists under the agreement between Account Owner and Secured Party, Secured Party is hereby authorized to issue a Notice of Exclusive Control and take such steps as Secured Party may require to protect its security interest in the Account Collateral, including, but not limited to, transferring all of the financial assets and credit balances in the Account to another securities account in the name of Secured Party or its designee. No notice of termination given by Account Owner shall be effective until consented to by Secured Party in writing.

Section 13. Complete Agreement. This Agreement and the instructions and notices required or permitted to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof, and, subject to Section 10 above, supersede any prior agreements (written or oral) and contemporaneous oral agreements concerning the subject matter hereof. There are no oral conditions precedent to the effectiveness of this Agreement.

Section 14. Amendments. No amendment, modification or (except as otherwise specified in Section 11 above) termination of this Agreement, nor any assignment of any rights hereunder (except to the extent contemplated by Section 15 below), shall be binding on any party hereto unless it is in writing and is signed by the party to be bound. No waiver of any rights

hereunder shall be binding on any party hereto unless such waiver is in writing and signed by the party against whom enforcement is sought.

Section 15. Severability. If any term or provision set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement, other than those provisions held invalid or unenforceable, shall be construed in all respect as if such invalid or unenforceable term or provision were omitted.

Section 16. Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or heirs and personal representatives. This Agreement may be assigned by Secured Party to any successor holder of the obligations secured by the Account Collateral, provided such assignment shall not be binding upon Intermediary until written notice of such assignment is given by Secured Party to Intermediary.

Section 17. Notices. Except as otherwise expressly provided for herein, any notice, order, instruction, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received, or upon receipt of notice sent by a recognized overnight courier or by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth under such party's name appearing on its signature page to this Agreement. Any party may change his address for notices in the manner set forth above.

Section 18. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

Section 19. Choice of Law. Regardless of any provision in any other agreement relating to the Account and the Account Collateral, the parties hereto agree that this Agreement, and the establishment and maintenance of the Account, and all interests, duties, and obligations with respect to the Account and the Account Collateral, shall be governed by the internal laws of the State of Illinois. The State of Illinois shall be deemed to be Intermediary's location for the purposes of this Agreement and the perfection and priority of Secured Party's security interest in the Account Collateral.

Section 20. Jurisdiction, Venue and Waiver of Jury Trial. Any action in connection with this Agreement shall be brought in the courts of the State of Illinois, located in Cook County, Illinois or the courts of the United States of America for the Northern District of Illinois. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds, irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of said courts. Each party hereto intentionally, knowingly and voluntarily irrevocably waives any right to trial by jury in any proceeding related to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

Republic Bank of Chicago, as Account Owner

By John L. Oliva
Name JOHN L. OLIVA
Title ACT6 OFFICER
Address: 2221 Camden Court
Oak Brook, Illinois 60523
Telephone: (630) 967-6940
Telecopy: (630) 928-1452

Village of Lincolnwood, as Secured Party

By _____
Name _____
Title _____
Address: _____

Telephone: () _____
Telecopy: () _____

THE PRIVATEBANK AND TRUST COMPANY,
as Intermediary

By _____
Name _____
Title _____
Address: 120 South LaSalle Street, 7th Floor
Chicago, Illinois 60603
Telephone: (312) 564-2148
Telecopy: (312) 564-1799

With a copy to:

Telephone: () _____
Telecopy: () _____

EXHIBIT I

AUTHORIZED PERSONS

With respect to the Securities Account Control Agreement dated _____ by and among Republic Bank of Chicago (“Account Owner”), The PrivateBank and Trust Company (“Intermediary”) and Village of Lincolnwood (“Secured Party”):

Intermediary is directed to accept and act upon instructions received from any one of the following persons of Secured Party:

Name: _____
Address: _____

Title: _____
Telephone: () _____
Telecopy: () _____
Signature: _____

Name: _____
Address: _____

Title: _____
Telephone: () _____
Telecopy: () _____
Signature: _____

Name: _____
Address: _____

Title: _____
Telephone: () _____
Telecopy: () _____
Signature: _____

Authorized by: _____ (print name)
Title: _____
Signature: _____
Telephone: _____
Fax: _____

EXHIBIT II

ASSET RELEASE LEVEL

Request For Board Action

REFERRED TO BOARD: March 1, 2016

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Granting the Transfer of a Special Use Permit for the Operation of a Package Goods Liquor Store at 6929 North Lincoln Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the February 16, 2016 Village Board meeting, the Village Board considered the request by Danny's Liquors Lincolnwood, LLC to transfer a Special Use permit granted in 2009 and amended in 2010 and 2012 for the operation of a package goods liquor store at 6929 North Lincoln Avenue.

In accordance with Section 7 of Ordinance No. 2009-2831, no transfer of the Special Use permit shall be authorized without approval of the Village President and Board of Trustees by Ordinance. Danny's Liquors Lincolnwood, LLC seeks Village Board authorization to transfer the Special Use approval, as amended, previously granted to Lincolnwood Wines & Spirits.

In considering this matter, the Village Board concurred with the request to transfer the Special Use permit to Danny's Liquors Lincolnwood, LLC. By a 6-0 vote, the Village Board directed the Village Attorney to prepare the requisite Ordinance granting the transfer. Consistent with the direction, attached for approval is this proposed Ordinance prepared by the Village Attorney.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance granting the transfer of a Special Use permit for the operation of a package goods liquor store to Danny's Liquors Lincolnwood, LLC at 6929 North Lincoln Avenue.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-_____

**AN ORDINANCE APPROVING THE TRANSFER OF A SPECIAL USE PERMIT FOR
THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF MARCH, 2016.

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 March, 2016

Village Clerk

**AN ORDINANCE APPROVING THE TRANSFER OF A SPECIAL USE PERMIT FOR
THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

WHEREAS, the real property located in the Village and commonly known as 6921-6933 Lincoln Avenue ("**Property**") is improved with a building commonly known as the Lincolnwood Commons Shopping Center ("**Building**"); and

WHEREAS, on January 8, 2009, the Village President and Board of Trustees adopted Ordinance No. 2009-2831, granting a special use permit to TPDS, Inc. d/b/a Lincolnwood Wines & Spirits ("**TPDS**") for the operation of a package goods liquor store ("**Liquor Store**") within the approximately 4,550 square foot retail space in that portion of the Building on the Property commonly known as 6929 Lincoln Avenue ("**Original Permit**"); and

WHEREAS, the Original Permit was amended by the President and Board of Trustees twice, as follows: (i) on November 5, 2010, pursuant to Ordinance No. Z2010-2914 ("**2010 Amended Permit**"); and (ii) on June 5, 2012, pursuant to Ordinance No. 2012-3005 ("**2012 Amended Permit**") (collectively, the Original Permit, the 2010 Amended Permit, and the 2012 Amended Permit are the "**Special Use Permit**"); and

WHEREAS, pursuant to Section 7 of Ordinance No. 2009-2831, the transfer or assignment of the Special Use Permit is prohibited except upon the approval of the President and Board of Trustees, by ordinance duly adopted; and

WHEREAS, TPDS has ceased operation of the Liquor Store from the Property; and

WHEREAS, Danny's Liquors Lincolnwood, LLC d/b/a Danny's Liquors ("**Applicant**") desires to operate the Liquor Store from the Property pursuant to the terms and conditions of the Special Use Permit; and

WHEREAS, in order to operate the Liquor Store from the Property, and pursuant to the requirements of Section 7 of Ordinance No. 2009-2831, the Applicant has requested that the President and Board of Trustees approve the transfer of the Special Use Permit to the Applicant;

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 transfer of the Special Use Permit to the Applicant, 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 TRANSFER OF SPECIAL USE PERMIT. In accordance with and pursuant to Section 7 of Ordinance No. 2009-2831 and the home rule powers of the Village, the Village President and Board of Trustees hereby approve the transfer of the Special Use Permit to the Applicant. Upon the effective date of this Ordinance, the Applicant

is authorized to operate the Liquor Store on the Property, but only in strict compliance with the terms and conditions of the Special Use Permit, as may be amended.

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

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

PASSED this ___ day of March, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ___ day of March, 2016.

Lawrence A. Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2016

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

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Request For Board Action

REFERRED TO BOARD: March 1, 2016

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of an Ordinance for the Union Pacific Railroad Property Bike Path Construction as Required by the Illinois Department of Transportation Pertaining to the Following: A) Appropriating Funds for the Congestion Mitigation Air Quality Grant Local Match; B) Approving a Local Agency Agreement; and C) Approving an Engineering Agreement for Construction

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2012, the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant to fund 80% of the cost to construct a bike path on the former Union Pacific railway land as part of the Village's overall bikeway master plan. In 2012 the Village was notified that the grant was received in the amount of \$955,000 (\$764,000 in grant funds and \$191,000 in local funds).

The Village is scheduled to close on the purchase of the Union Pacific railway property in early March. In addition, plans for construction of the path have been submitted to the Illinois Department of Transportation (IDOT) and are scheduled for the June 10, 2016 bid opening.

IDOT requires that the local agency approve an Ordinance appropriating the local match for construction of the project, enter into a local agency agreement which outlines the financial responsibilities of each party involved and an engineering agreement which dictates guidelines for reimbursement for engineering costs as well as identifies the resident engineer for the project.

FINANCIAL IMPACT:

\$191,000 (20% local match) is budgeted in the Fiscal Year 2015/2016 budget.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Local Agency Agreement
3. Construction Engineering Agreement

RECOMMENDED MOTION:

Move to approve an Ordinance approving a local public agency agreement for federal participation, waiving competitive bidding and approving a construction engineering services agreement for the Union Pacific right-of-way bicycle and pedestrian trail.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016- _____

**AN ORDINANCE APPROVING A LOCAL PUBLIC AGENCY
AGREEMENT FOR FEDERAL PARTICIPATION,
WAIVING COMPETITIVE BIDDING AND APPROVING A
CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR
THE UNION PACIFIC RIGHT-OF-WAY BICYCLE AND PEDESTRIAN TRAIL**

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 Federal Highway Administration and the Federal Transit Administration jointly administer the Congestion Mitigation and Air Quality Improvement program ("**CMAQ**"), which authorizes state departments of transportation to award grants for surface transportation projects that are designed to improve air quality and reduce congestion; and

WHEREAS, the Illinois Department of Transportation ("**IDOT**") administers CMAQ grants; and

WHEREAS, the Village applied for, and received, a CMAQ grant for the acquisition of a railway right-of-way currently owned by Union Pacific Railroad, and a second CMAQ grant for the construction of a bicycle and pedestrian trail on such right-of-way ("**Project**"); and

WHEREAS, in order to commence construction of the Project and to receive the CMAQ grant, IDOT requires that the Village enter into: (i) a Local Public Agency Agreement for Federal Participation with IDOT ("**Local Agency Agreement**"), establishing the guidelines for the use of the CMAQ grant and the respective responsibilities of the Village and IDOT for the funding and completion of the Project; and (ii) a Construction Engineering Services Agreement for the provision of construction engineering services for the Project ("**Construction Services Agreement**") (the Local Agency Agreement and the Construction Services Agreement are, collectively, the "**Agreements**"); and

WHEREAS, IDOT further requires, as a condition of issuance of the CMAQ grant, that the Village pledges to appropriate Village funds for completion of the Project, in an amount equal to 20 percent of the estimated cost of construction

WHEREAS, Gewalt Hamilton Associates, Inc., of Vernon Hills, Illinois ("**Gewalt Hamilton**"), previously served the Village in the capacity of Village Engineer, and has provided engineering design services and other engineering assistance for the Project; and

WHEREAS, the Village President and Board of Trustees have determined that Gewalt Hamilton is uniquely qualified to provide the construction engineering services in an efficient and cost-effective manner, and that it is appropriate and in the best interest of the Village for Gewalt Hamilton to provide the construction engineering services; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to: (i) enter into the Local Agency Agreement with IDOT; (ii) waive competitive bidding to enter into the Construction Services Agreement with Gewalt Hamilton to provide the construction engineering services, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"); and (iii) to pledge the intent of the Village to provide Village funds for completion of the Project, in an amount equal to 20 percent of the estimated cost of construction of the Project;

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

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

SECTION 2. APPROVAL OF LOCAL AGENCY AGREEMENT. The Local Agency Agreement by and between the Village and IDOT is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and Village Attorney.

SECTION 3. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the construction engineering services and the Construction Services Agreement are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 4. APPROVAL OF CONSTRUCTION SERVICES AGREEMENT. The Construction Services Agreement by and between the Village and Gewalt Hamilton is hereby approved in substantially the form attached to this Ordinance as **Exhibit B**, and in a final form to be approved by the Village Manager and Village Attorney.

SECTION 5. EXECUTION OF AGREEMENTS. The Village President and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreements and all necessary documentation related thereto.

SECTION 6. PLEDGE OF VILLAGE FUNDING. The President and Board of Trustees have appropriated the construction local matching funding for this project. The total construction funding for the project is estimated to be \$955,000 of which 80% (\$764,000) is being funded by a FHWA/CMAQ grant. The remaining 20% of the estimated total construction costs (\$191,000) have been appropriated by the Village.

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. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

PASSED this ____ day of _____, 2016.

AYES: _____

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2016.

Lawrence Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2016

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

#39390349_v1

EXHIBIT A

LOCAL AGENCY AGREEMENT

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Lincolnwood	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 09-00051-00-BT	Fund Type CMAQ	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-046-13	CMM-4003(092)				

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

Location

Local Name Union Pacific Trail Route Off-System Length 1.10 Mi.

Termini Devon Avenue to Touhy Avenue

Current Jurisdiction LPA TIP Number 02-10-0001 Existing Structure No N/A

Project Description

Construction of a HMA multi-use path, 12 feet wide, with 2 foot wide gravel shoulders and all other incidental work.

Division of Cost

Type of Work	CMAQ	%	%	LPA	%	Total
Participating Construction	692,000	(*)	()	173,000	(BAL)	865,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	72,000	(*)	()	18,000	(BAL)	90,000
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 764,000			\$ 191,000		\$ 955,000

* Maximum FHWA (CMAQ) participation 80% not to exceed \$764,000.

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

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

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

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

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

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

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

Date

(Signature)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005973 conducting business as a Governmental
Entity.

DUNS Number 085870525

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

EXHIBIT B

CONSTRUCTION SERVICES AGREEMENT

Local Agency Village of Lincolnwood	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Gewalt Hamilton Associates, Inc.
County Cook				Address 625 Forest Edge Drive
Section 09-00051-00-BT				City Vernon Hills
Project No. CMM-4003(092)				State IL
Job No. C-91-046-13				Zip Code 60061
Contact Name/Phone/E-mail Address Ashley Engemann aengemann@lwd.org				Contact Name/Phone/E-mail Address Steven Berecz, 847-478-9700 sberecz@gha-engineers.com

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

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

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

Project Description

Name Union Pacific Multi-Use Trail Route na/ Length 1.1 mil Structure No. n/a

Termini Touhy Avenue to Devon Avenue

Description: Construction of a HMA multi-use path, 12' wide with 2' wide gravel shoulders and all other associated work.

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

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

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

II. THE LA AGREES,

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

Cost Plus Fixed Fee Formulas

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

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

III. It is Mutually Agreed,

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

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

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

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

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

Request For Board Action

REFERRED TO BOARD: March 1, 2016

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: **Approval of a Resolution Approving the Extension of the Period for Submission of a Final Development Plan and Final Plat of Subdivision for 4500-4560 Touhy Avenue and 7350-7360 North Lincoln Avenue**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On March 4, 2014, the Village Board approved a Preliminary Development Plan and a Preliminary Plat of Subdivision for the property located at 4500-4560 Touhy Avenue and 7350-7360 North Lincoln Avenue. Under Village Code, this approval is effective for a period of 12 months, unless a final development plan and plat of subdivision is submitted within this time period.

On February 3, 2015, the Village Board approved a request by North Capital Group, property owner, to extend the deadline for the submittal of a final development plan and final plat of subdivision for one year to March 4, 2016.

North Capital Group has requested that the current March 4, 2016 deadline for submission of a final development plan and final plat of subdivision be extended for an additional one year period to March 4, 2017. Attached for approval is a Resolution, prepared by the Village Attorney, that would provide this extension to March 15, 2017.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution

RECOMMENDED MOTION:

Move to approve a Resolution approving the extension of the period for submission of a final development plan and final plat of subdivision for property located at 4500-4560 West Touhy Avenue and 7350-7366 North Lincoln Avenue.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

**A RESOLUTION APPROVING THE EXTENSION OF THE PERIOD FOR
SUBMISSION OF A FINAL DEVELOPMENT PLAN
AND FINAL PLAT OF SUBDIVISION**

(4500-4560 West Touhy Avenue and 7350-7366 North Lincoln Avenue)

WHEREAS, North Capital Group ("*NCG*") and Tzafon Investments, LLC (collectively, the "*Applicant*") are, collectively, the record owners of those certain parcels of real property consisting of approximately 10.7 acres, commonly known as 4500-4560 West Touhy Avenue and 7350-7366 North Lincoln Avenue, Lincolnwood, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Resolution ("*Property*"); and

WHEREAS, on March 4, 2014, the Village President and Board of Trustees approved Resolution No. R2014-1784 ("*Preliminary Approval Resolution*"), approving a preliminary development plan and preliminary plat of subdivision for the Property; and

WHEREAS, pursuant to Section 9 of the Preliminary Approval Resolution, the Applicant must submit a final development plan and final plat of subdivision for the Property no later than March 4, 2015; and

WHEREAS, on February 3, 2015, the President and Board of Trustees approved Resolution No. R2015-1833, approving the extension of the deadline for submission by the Applicant of a final development plan and final plat of subdivision for the Property, until March 4, 2016; and

WHEREAS, as of the date of adoption of this Resolution, no final development plan or final plat of subdivision for the Property has been submitted by the Applicant; and

WHEREAS, the Applicant has submitted a request for an additional extension of the deadline for submission by the Applicant of a final development plan and final plat of subdivision for the Property ("*Extension Request*"); and

WHEREAS, the Village President and Board of Trustees have determined that the Applicant has shown good cause for the Extension Request, and have determined that it will serve and be in the best interest of the Village to grant the Extension Request and extend the deadline for submission by the Applicant of a final development plan and final plat of subdivision for the Property, in the manner set forth in Section 2 of this Resolution;

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

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

SECTION 2. EXTENSION OF DEADLINE. The Village President and Board of Trustees hereby extend the deadline for submission by the Applicant of a final development plan and final plat of subdivision for the Property until May 15, 2017; provided, however, that if, on or before May 15, 2016, the Applicant delivers to the Village Manager a complete original copy of a fully executed loan agreement between NCG and International Finance Corporation for a construction loan of approximately \$117,000,000.00 for construction of the improvements depicted on the Village-approved preliminary development plan for the Property, then the deadline for submission by the Applicant of a final development plan and final plat of subdivision will be extended automatically, and without further action by the Village, to September 15, 2016.

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

PASSED this ____ day of March, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of March, 2016.

Lawrence Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of March, 2016

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