



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
6:15 P.M., JUNE 7, 2016**

**AGENDA**

- I) Call to Order**
- II) Roll Call**
- III) Minutes – Committee of the Whole Meeting – May 17, 2016**
- IV) Regular Business**
  - 1) Discussion Concerning Video Gaming (6:15 – 6:45 p.m.)
  - 2) Demonstration of PublicStuff’s New Citizen Request Management System (6:45–7:15 p.m.)
  - 3) Discussion Concerning a Recommended Moratorium on New Warehouse and Self-Storage Facilities (7:15 - 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: June 3, 2016

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
MAY 17, 2016**

**DRAFT**

**Call to Order**

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:00 PM, Tuesday, May 17, 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 Turry, Trustees Klatzco, Spino, Elster, Bass  
ABSENT: Trustees Cope, Bass

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village manager; Amanda Pazdan, Management Analyst; Robert Merkel, Finance Director; Steve McNellis, Director of Community Development; Charles Greenstein, Village Treasurer; Andrew Letson, Assistant to the Public Works Director Robert LaMantia, Police Chief; Charles Meyer, Assistant to the Village Manager; Village Attorney Steven Elrod (7PM)

**Approval of Minutes**

Minutes of the May 3, 2016 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Spino moved to approve the minutes. Trustee Elster seconded the motion.  
The motion was approved by Voice Vote.

**Regular Business**

**Discussion Concerning Potential Projects for Illinois Transportation Enhancement Program (ITEP) Grant Funding**

This item was presented by Andrew Letson using PowerPoint.

### Background

Illinois Department of Transportation ITEP Grant

\*\$29 million in funding

^Expand travel choices

^Enhance the transportation experience by improving the cultural, historic, aesthetic and environmental aspects of transportation infrastructure

- Up to 80% reimbursement for eligible project costs, the remaining 20% is the responsibility of the project sponsor
- Project must commence within three years of the award

\*IDOT has stated that communities may be awarded up to one grant

^Additional applications may be submitted

### Past ITEP Grants Received

\*2006 – Approximately \$900,000 Touhy/Crawford Improvements

- Landscaping, right-of-way improvements, street resurfacing

\*2009 – Approximately \$140,000 Native Tree Grant

- Purchase and Installation of 350 street trees

\*2010 – Approximately \$170,000 Bike Lane improvements

- Lane Lining and Signing

### Centennial Park / McCormick Blvd Recreation Path

#### Potential Projects

\*Bicycle Path Plaza

- Refuge for bicyclists and pedestrians to rest and perform minor repairs
- Location
  - ^Former Union Pacific right-of-way at Pratt
- Cost
  - ^Estimated Total Project Cost: \$195,000
  - ^Estimated Eligible ITEP Funding: \$156,000
  - ^Estimated Village Cost: \$39,000

*^Applied for in 2013 as a joint project with Skokie along Valley Line Trail – they are no longer interested*

A rendering of an aerial view of the area was presented.

### Parks and Recreation Board Feedback – May 10

\*Project #1 – Centennial Park/McCormick Path

- Opportunity to expand use of Centennial Park and provide a better lit path
- Concerned with the potential impact on disc golf and it may be too much in the narrow park

\*Project #2 – Bicycle Path Plaza

- Nice enhancement to the trail
- May be more of a “nice to have” than a necessity

\*Expressed interest in submitting applications for both projects

A Graph of Village Grant Activity was presented.

#### Proposed Timeline

\*May 10, 2016 Park and Recreation Board Meeting – **Complete**

- Present proposed projects for an ITEP Grant application and receive feedback from the Parks and Recreation Board

\*May 17, 2016 Committee of the Whole

- Present proposed projects and feedback from the Park and Recreation Board for an ITEP grant application and receive Village Board direction

\*June 7, 2016 Village Board Meeting

- Present a Resolution to support the grant application and commit to funding 20% of the total eligible project costs as a local match and any items that are deemed non-fundable by IDOT

\*June 17, 2016 – Submit Grant Application

#### Village Board Direction

\*Staff is seeking direction regarding moving forward with completing an ITEP Grant Application(s)

- Centennial Park/McCormick Boulevard Recreation Path
- Bicycle Path Plaza

Discussion ensued with questions from Trustees.

Consensus was to go ahead. #1 was a definite “yes”. #2 was mixed. Trustee Bass stated that he would approve #2, if it were in conjunction with Skokie.

## **2. Discussion Concerning Video Gaming**

This item was presented by Mr. Wiberg.

#### Current Status

\*Village Board discussed issue at April 19 Committee of the Whole

\*Direction to hold a public meeting at the May 17 Committee of the Whole

- Publicized in May/June edition of the newsletter
- Staff has received no correspondence in favor of or opposition to proposed video gaming

A map was exhibited showing Northern Illinois cities which allow video gaming (900 allow it state-wide).

A photo of a location owned by Laredo Hospitality was exhibited.

#### Additional Information

\*Staff visited Laredo Hospitality sites in: Franklin Park, Wheeling, Prospect Heights and Waukegan

\*All were located in strip commercial centers

- All were clean
- Friendly staff
- No noted problems reported from host Police Departments

\*Of 38 Laredo Hospitality facilities in the Chicagoland area, average annual revenue per facility is \$24,000

#### Potential Regulations Existing in Illinois Communities

- Limiting the number of gaming terminals in the Village
- Limiting gaming to certain Liquor License classes
- Limiting gaming to certain zoning districts
- Allowing gaming only through a Special Use process
- Require facilities to comply with specific requirements, i.e. service of food, hours of operation, floor area requirements, etc.
- Distance requirements from schools, parks, etc.

The following people spoke against video gambling in Lincolnwood:

Kathy Gilroy of Villa Park

Staci Sbaros of Lincolnwood

Valeria Gobuzi of Morton Grove

Frank Pappas of Morton Grove spoke stating that he would like to open a video gaming location in Skokie.

Gary Leff, representing Laredo Hospitality spoke regarding the positive aspects of the business.

Trustee Elster opined that the Board will wait to decide anything until there is a full Board seated, two Trustees being absent.

Some discussion ensued regarding the fact that because of Home Rule, the Village could be open to more extensive gambling.

Consensus: Another meeting will be held for the purpose of discussing this item. The meeting will be advertised.

**Adjournment**

At 7:20 PM Trustee Klatzco moved to adjourn Committee of the Whole, seconded by Trustee Spino.

The motion passed with a Voice Vote  
Respectfully Submitted,

Beryl Herman  
Village Clerk

# MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: June 3, 2016

SUBJECT: **June 7 Committee of the Whole Meeting**

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

1) **Discussion Concerning Video Gaming (6:15 – 6:45 p.m.)**

The Mayor has requested that this issue appear on the COTW agenda to afford the Board an opportunity to discuss the threshold question of whether the Village should opt-in to video gaming and if so, what type of regulations should govern this use. [Attached](#) is the previously provided memo from the Village Attorney discussing the regulation options the Village has to regulate video gaming. If it is the inclination of the Board to support video gaming, staff recommends another public meeting be held in early September in an attempt to receive additional public input on this issue.

2) **Demonstration of PublicStuff's New Citizen Request Management System (6:45– 7:15 p.m.)**

E-Gov, the Village's current web-based Citizen Request Management System was implemented in 2005. It has become an increasingly popular method for our citizens to provide input to Village staff and to submit service requests. Since its inception, over 26,000 requests have been processed through E-Gov. Unfortunately, in over 11 years of use, there have been no significant upgrades to the system. Village staff has participated in a consortium of 14 other communities to share ideas and leverage the economies of scale inherent in group purchasing to negotiate a preferred contract with PublicStuff to design a new and improved Citizen Request System. Once this is implemented, the Village's website interface will be upgraded and improved, and a new mobile app will be launched to allow the public to submit requests from their smart phones. [Attached](#) is a memo from the Management Analyst describing the new system features. On Tuesday evening staff will provide a demonstration of the new system and seek Board feedback on the new system.

3) **Discussion Concerning a Recommended Moratorium on New Warehouse and Self-Storage Facilities (7:15 – 7:30 p.m.)**

At its April 5 COTW meeting, the Board discussed a staff recommendation to implement a new tax on self-storage facilities. The rationale was the Village has three such facilities, all of which are located on major arterial corridors, where the Village should be encouraging commercial uses which generate sales taxes. The Board directed that no such tax be implemented but desired that the Village look into potential zoning changes which would prohibit these types of uses on commercial corridors. [Attached](#) is a memorandum from the Community Development Director which recommends establishing a one-year moratorium on any new warehouse use, which would include self-storage facilities. This would allow

time for the Plan Commission to review and consider potential new zoning changes concerning this use.

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

# Holland & Knight

131 South Dearborn Street, 30th Floor | Chicago, IL 60603 | T 312.263.3600 | F 312.578.6666  
Holland & Knight LLP | www.hklaw.com

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

## Memorandum

Date: April 14, 2016

To: Steven M. Elrod

From: Karl D. Camillucci

Re: Regulation of Establishments Offering Video Gaming

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Video gaming is currently prohibited within the Village, but the Village Board is considering whether to permit it. This memorandum analyzes: (1) the Village's home rule authority to regulate establishments that are licensed to offer video gaming terminals for play ("**Video Gaming Establishments**") pursuant to the Video Gaming Act, 230 ILCS 30/1 *et seq.* ("**Act**"); and (2) regulatory options that the Village may desire to consider to limit the potential negative secondary effects on of Video Gaming Establishments.

### I. Village Authority to Regulate

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 or Video Gaming Establishments 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 Video Gaming Establishments, 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. Some of these examples have been adopted, in different forms, by other municipalities, and others, to our knowledge, have not. Although the list below

is fairly comprehensive, it may not be exhaustive. As the Village refines its regulatory goals, we may be able to suggest additional types of regulations that would be appropriate.

- 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).
- Permitting video gaming terminals only in certain zoning districts (e.g., Westmont).
- Requiring that video gaming be the primary use of any Video Gaming Establishment and prohibiting video gaming as an accessory use.
- Requiring a special use permit for Video Gaming Establishments in all or certain zoning districts.
- Establishing sign regulations for Video Gaming Establishments (e.g., Darien, Lake in the Hills, and Wheeling).
- Requiring Video Gaming Establishments to comply with certain requirements or restrictions, such as (without limitation) service of food, hours of operation, floor area requirements, restrictions on the location of video gaming terminals within an establishment, and restrictions on access to video gaming terminals by persons under the age of 21 (e.g., Lake in the Hills, Lake Zurich, Oak Lawn, Plano, Westchester, and Westmont).
- Prohibiting Video Gaming Establishments from being located within a short distance of certain types of land uses such as schools, day care centers, religious institutions, and other Video Gaming Establishments (e.g. Westchester and Westmont).
- Requiring staff at Video Gaming Establishments to satisfy certain requirements or 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.

## **II. Limiting Negative Secondary Effects of Video Gaming**

If the Village desires to permit video gaming within the Village but is concerned about the potential negative secondary effects of video gaming on the community, the Village Board may adopt regulations designed to limit those negative effects. As the examples of potential regulations identified in Section I of this memorandum suggest, the Village has many options from which to choose. These options may be combined in various ways, depending on the policy objectives of the Village. Based on our understanding of these objectives, we have highlighted certain types of regulations that may be of particular interest to the Village.

### **A. Establish Spacing or Distance Requirements**

As noted above, the Village may adopt regulations prohibiting Video Gaming Establishments from operating at locations that are within a minimum distance from certain other types of land uses, such as schools, religious institutions, day care centers, residences, and other Video Gaming Establishments. Such spacing requirements protect other land uses from the potential negative secondary effects of video gaming. They also prevent the concentration of Video Gaming Establishments within certain areas of the Village, limiting the impact of any negative secondary effects. The Village of Westmont and the City of Winchester have both adopted spacing requirements that prohibit a Video Gaming Establishment from operating at a location that is less than 500 feet from another Video Gaming Establishment. The Village has adopted spacing requirements in the Village of Lincolnwood Zoning Ordinance to limit the negative secondary effects of firearm shooting ranges and medical cannabis dispensaries.

### **B. Limit Video Gaming to Certain Zoning Districts**

The Village can further limit the potential negative secondary effects of Video Gaming Establishments by only permitting such establishments within certain zoning districts of the Village. This is a common strategy to prevent certain land uses from affecting others. To implement it, the Village would need to define Video Gaming Establishments as a separate land use and identify the zoning districts in which such establishments may be operated.

### **C. Prohibit Video Gaming as An Accessory Use**

If the Village desires to limit the potential for proliferation of video gaming terminals within existing establishments, the Village may also prohibit Video Gaming Establishments as an accessory use, allowing them only as a principal use. Any existing establishments operating at locations where video gaming would be permitted in accordance with the spacing and zoning regulations probably would not seek to offer video gaming terminals if doing so would require changing their business model to primarily offer video gaming, rather than food and beverage service. The Village could still require Video Gaming Establishments to offer food and beverages for consumption on premises as an accessory use, but the food and beverage service would be incidental and secondary to the primary use of video gaming.

**D. Prohibiting Persons Under Age 21 From Entering Video Gaming Establishments**

The Village may prohibit Video Gaming Establishments from allowing persons under the age of 21 to enter the establishment. Other municipalities, including the Village of Westmont and the City of Winchester, require Video Gaming Establishments to keep video gaming terminals in a separate area where persons under the age of 21 are prohibited. If the Village required Video Gaming Establishments to be a principal use, rather than an accessory use, prohibiting persons under the age of 21 from entering the establishment would serve the same purpose. It would also further discourage many existing establishments that cater to families from offering video gaming terminals.

Of course, if the Village decides to permit video gaming, the Village may also wish to adopt local licensing requirements and other regulations for the purpose of monitoring and controlling video gaming activity within the Village. The regulations highlighted in Section II of this memorandum do not preclude the Village from adopting other local regulations that it deems prudent.



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## MEMORANDUM

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**TO:** Timothy Wiberg, Village Manager

**FROM:** Amanda Pazdan, Management Analyst

**DATE:** June 3, 2016

**SUBJECT:** PublicStuff Citizen Request Management System and Mobile App

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In 2005, the Village implemented a Citizen Request Management (CRM) system provided by E-Gov Link, the Village's current website provider. A CRM is an electronic communications system for residents and local governments to submit and self-manage service requests using the internet 24 hours a day, seven days a week on the Village's website. The requests then route to the appropriate staff member, a tracking number is provided to the requestor, and staff can produce basic reports to quantify the number of requests received and processed.

The E-Gov system has become increasingly popular since its implementation. In 2007, there were 335 requests entered; compared to in 2015, there were 6,915 requests received and processed. Over the life of the system, 26,398 requests were submitted by residents and internally by staff. E-Gov has increased operational efficiency by automating information delivery and reducing the number of steps it takes to process each request.

There have been some challenges and disadvantages of the E-Gov system. No major enhancements have been provided by E-Gov since 2005. The interface has not changed in over 10 years, and the system is basic in design and functionality. For example, each request needs to be opened individually from the list in order to view the request description. Further, in order to take advantage of the efficiency of a CRM system, staff needs to process requests in the field. E-Gov was designed for desktops and does not provide a mobile view which makes viewing and processing requests difficult on cell phones and tablets in the field. In addition, only basic reporting can be achieved in E-Gov and the reports must be exported from the system for presentation quality.

### **GIS Consortium CRM Initiative**

In 2015, the Village partnered with the GIS Consortium and Municipal GIS Services (MGP), the Village's GIS services provider to select a new CRM vendor. The "CRM workgroup" consisted

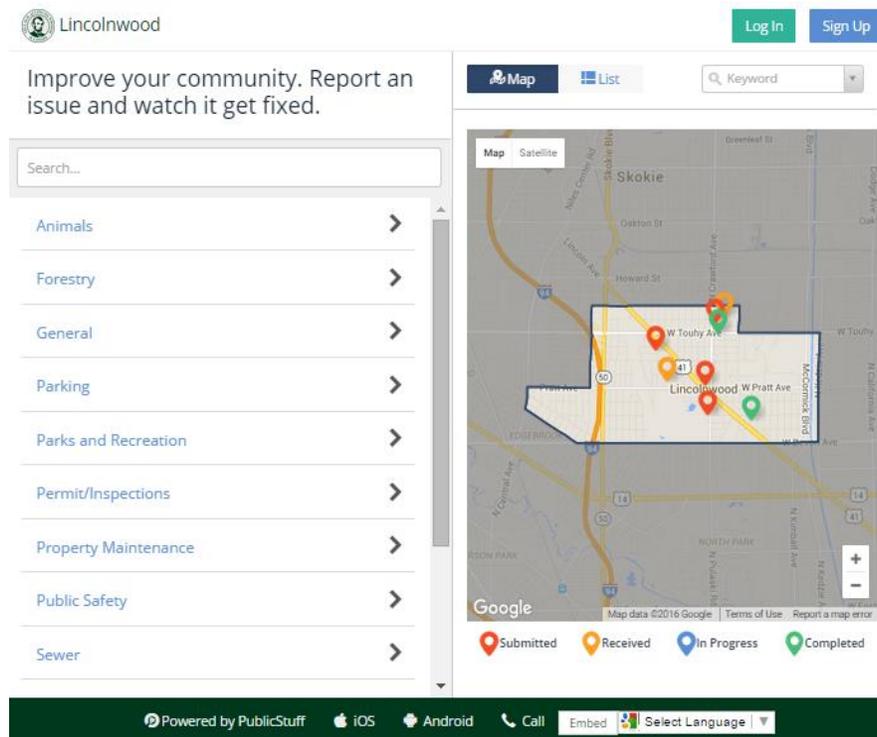
of 14 communities who set out to achieve common goals such as benchmarking service requests and identifying additional opportunities for shared services. In order to achieve these goals, the workgroup determined that a shared CRM system across several Consortium communities would be required. The workgroup established a list of standardized “Service Request Types” to be included in the CRM system that were proposed, reviewed, and agreed upon by the group.

There are several advantages to participating in the Consortium to select and implement a CRM solution. The Village is able to take advantage of the economies of scale and receive lower pricing. The group can use benchmarking to determine areas where operational efficiencies can be improved and increase service level delivery. Communities can also learn from one another to identify best practices.

The CRM workgroup received several proposals from companies that provide CRM solutions. Four finalists were selected and interviewed by the workgroup. After review and consideration, the workgroup selected PublicStuff, an Accela company. Accela, based out of California, has been designing and providing productivity and engagement software to governments for over 15 years, serving 2,200 communities worldwide. The company’s clients include half of America’s largest cities. Accela also owns the Village’s current enterprise system, Springbrook.

### PublicStuff CRM

The PublicStuff CRM will allow residents to enter service requests through an interactive webpage on the Village’s website. Similar to the current E-Gov system, when a service request is submitted it will automatically route to the appropriate department and staff member. Residents will also be able to follow the progress and receive updates on submitted service requests. Below is a picture of the proposed PublicStuff Service Requests webpage that will be available on the Village’s website.



Additional benefits of PublicStuff include the following:

- The ability to visually identify the location and status of certain service requests submitted by other residents represented on a map as shown on page two.
- The “Knowledge Base” will allow residents to search from a listing of articles to find answers to frequently asked questions.
- It adjusts to be easily viewed on all screen sizes, including mobile devices.
- Signing into the system is faster and easier.
- Request types are searchable.
- The system interface is more attractive and features a contemporary design.
- Enhancements are released every three months.
- More robust user experience for staff and reporting capability.

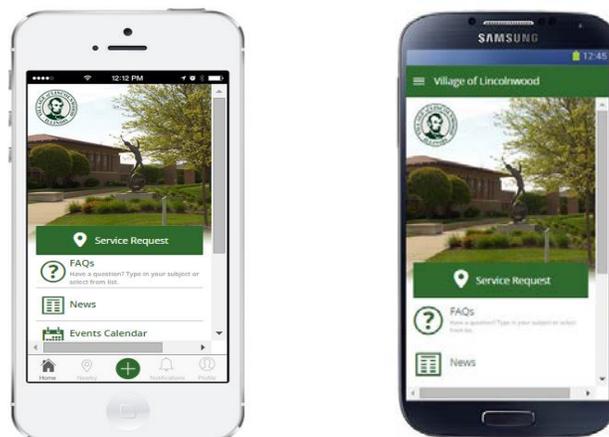
The above features are not available in the current E-Gov system.

### Mobile App

A mobile app is also included in the PublicStuff service package. Mobile applications for smart phones, commonly called “mobile apps” or “apps”, are application software designed to run on smartphones, tablet computers, and other mobile devices. Staff has identified an increase in the use of mobile devices to access the Village’s website. Using Google Analytics, staff determined the popularity of each type of device (desktop/laptop, mobile, or tablet), since the new version of the website was launched in the fall of 2013. A summary of the findings demonstrating an increase in mobile popularity is shown below:

Period	Desktop/Laptop	Mobile	Tablet
November 2013 – October 2014	66.34%	25.01%	8.68%
November 2014 – October 2015	58.71%	33.75%	7.54%
November 2015 – May 2016	55.76%	37.44%	6.79%
<b>Change from November 2013 to May 2016</b>	<b>-15.95%</b>	<b>+49.70%</b>	<b>-21.77%</b>

The mobile app will allow residents to submit service requests directly from their cell phone and access additional features. The additional features on the app include FAQs, news, events calendar, public places, and staff directory. The app features can be changed at any time as requested, if certain items become more pertinent, or features are accessed more frequently. Below are screenshots showing what the app will look like on iPhone (left) and Android (right).



**Financial Impact and Implementation**

The Village's annual PublicStuff subscription cost is \$3,600. The Village received a 24% reduction in the retail price by leveraging the economies of scale of the GIS Consortium's CRM workgroup.

If the Village Board accepts PublicStuff as proposed in this memorandum, service requests and the "Knowledge Base" will be featured on the Village's website beginning on Monday, June 13. Open service requests in E-Gov will be transferred into PublicStuff and residents with open requests will be notified of the new system. The mobile app will be available for download in the Apple App Store and Google Play Store on June 24.



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## MEMORANDUM

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**TO:** Timothy Wiberg, Village Manager

**FROM:** Steve McNellis, Community Development Director

**DATE:** May 31, 2016

**SUBJECT:** Moratorium on Establishment of Warehouse and Self-Storage Uses on Major Arterial Roadways

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### Background

At the March 2, 2016 Budget Workshop and April 5, 2016 Committee of the Whole meeting, the Village Board discussed the merits of a tax on self-storage facilities, which are considered “warehouses” in our Zoning Code. There was discussion regarding the presence of three self-storage facilities in the Village, all of which are located on arterial roadways, in areas where commercial uses are typically anticipated and desired. Self-storage facilities do not charge sales tax, so the only revenue to the Village on these larger lots in commercial corridors, is limited to property tax. In addition, warehouse uses, in general, do not generate the lively activity and interest generally found in a commercial corridor. The Village Board also discussed whether or not a moratorium on these uses, and other non-sales tax producing uses on commercial streets would be appropriate. Ultimately, the agreed-upon direction was to bring back consideration of a tax on self-storage facilities and a discussion on non-sales tax producing uses in commercial areas at a future Committee of the Whole meeting.

### Discussion

It has come to staff’s attention in the last few weeks that at least one other self-storage company is currently considering Lincolnwood for a facility. Rather than allowing the potential proliferation of these uses, without benefit of a thorough discussion regarding reasonable avenues for limiting their impact, staff is recommending the Village Board consider a one-year moratorium on property used primarily for the establishment of new warehouse and self-storage facilities on arterial roadways in commercial zoning districts. Warehouses and self-storage facilities are currently permitted by right in MB (Manufacturing & Business) zoned districts and are Special uses in O (Office) Zoning Districts. The arterial roadways zoned MB and O which could currently permit Warehouses and self-storage facilities include W. Touhy Avenue, W. Devon Avenue, N. Lincoln Avenue and N. Cicero Avenue. A moratorium would enable staff to further research how these uses are regulated in other communities, and permit the Plan Commission and Village Board to consider if changes to the Zoning Code would be advisable.

There may be a desire to restrict these uses on arterial roads or further limit the zoning districts in which they would be permissible. It is also possible that after researching these uses and discussing the applicability of various Zoning regulations, the Village Board may determine that no further regulations are necessary. However, staff believes it is important to take the time to study this matter before other self-storage facilities submit for approvals.

#### Recommendation

Staff recommends referral of a one-year Moratorium on property used primarily for the establishment of new warehouse and self-storage uses, in MB and O-zoned property on certain major arterial roadways, to the Plan Commission for a Public Hearing at their July 6<sup>th</sup> meeting, after which a recommendation would be forwarded to the Village Board for final consideration. Should a Moratorium be enacted, staff would begin researching this subject immediately with the goal of a recommendation by the end of the year, but providing a sufficient timeframe in the Moratorium should the discussion extend beyond that time. The Moratorium could be lifted once the Board has considered that recommendation.



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

**AGENDA**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
  - 1. Village Board Minutes – May 17, 2016
- V. Warrant Approval**
- VI. Village President’s Report**
  - 1. Proclamation Regarding Olympic Day
  - 2. Appointment of Henry Novoselsky to the Plan Commission
- 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 Amended Employment Agreement Between the Village of Lincolnwood and Timothy C. Wiberg (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 2. Approval of a Resolution Regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 3. Approval of an Ordinance (A) Waiving the Bid Process and Awarding a Proposal from Christopher B. Burke Engineering, Ltd. for Construction Engineering for the Pratt Avenue Resurfacing Project, (B) Authorizing the Village President to Execute both a Construction Engineering Agreement for Federal Participation and a Local Agency Agreement for Federal Participation for Construction for the Pratt Avenue Resurfacing Project (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 4. Approval of an Ordinance Waiving the Bid Process and Awarding a Proposal from Christopher B. Burke Engineering, Ltd. for Design of Preliminary Plans for a Storm Sewer Outfall at the North Shore Channel (Appears on the Consent Agenda Because it is a Routine Function of Government)

5. Approval of a Resolution Pledging \$55,917 in Local Funds Required to Apply for a \$279,585 Grant through the Illinois Transportation Enhancement Program for the Centennial Park Multi-Use Path (Appears on the Consent Agenda Because it was Discussed at a Previous Committee of the Whole Meeting)
6. Approval of a Resolution to Award a Contract to Globe Construction of Addison, Illinois for the 2016 Sidewalk and Curb Replacement Program (Appears on the Consent Agenda Because it is for the Lowest Qualified Bidder)
7. Approval of a Resolution Supporting Reclassification of Lawndale Avenue, Central Park Avenue, and Northeast Parkway as a Major Collector Route (Appears on the Consent Agenda Because it is a Routine Function of Government)

**VIII. Regular Business**

8. Consideration of a Recommendation by the Zoning Board of Appeals Concerning Case #ZB-05-16 Regarding Approval of a Wall Sign Variation on the South Building Elevation and Denial of a Wall Sign Variation on the West Building Elevation for the Property Located at 6540 North Lincoln Avenue
9. Consideration of a Recommendation by the Plan Commission Concerning Case #PC-05-16 Regarding Sign Regulations Associated with Collective Parking Agreements

**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 Employment Matters 2(c)(1)*

**XV. Adjournment**

DATE POSTED: June 3, 2016

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at [Lincolnwood.tv](http://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](http://lwdtv.org).

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
MAY 17, 2016**

**DRAFT**

**Call to Order**

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:35 P.M., Tuesday, May 17, 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 Turry, Trustees Spino, Klatzco, Elster, Bass  
ABSENT: Trustees Cope, Patel

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development; Steven Elrod, Village Attorney; Aaron Cook, Acting Community Development Director; Amanda Pazdan, Management Analyst; Charles Greenstein, Village Treasurer.

**Approval of Minutes**

The minutes of the May 3, 2016 Village Board Meeting were distributed and examined in advance. Trustee Klatzco moved to approve the minutes as corrected, seconded by Trustee Bass.

The motion passed by voice vote. Trustee Elster abstained.

**Warrant Approval**

Trustee Klatzco moved to approve warrants in the amount of \$1,289,263.74. The motion was seconded by Trustee Spino.

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

AYES: Trustees Spino, Klatzco, Elster, Bass

NAYS: None

The motion passed.

**Village President's Report**

**1. 2016 Village Vehicle Sticker Presentation**

President Turry announced that Angelina Boudouvas, a 7<sup>th</sup> grade student at Lincoln Hall is the winner of this year's contest for the Village of Lincolnwood vehicle sticker. President Turry awarded a framed copy of the sticker and a complimentary sticker to the Boudouvas family.

Congratulations to Angelina.

## **2. Upcoming Meetings**

President Turry announced upcoming meetings. These meeting dates may be found on the Village Website.

President Turry exhibited a cover for the library's summer reading program, "Find Mayor Turry".

### **Consent Agenda**

President Turry introduced the Consent Agenda which was presented by PowerPoint as follows:

- 1. Approval of a Recommendation by the Telecommunications Advisory Commission and a Resolution Approving the Award of a Contract for the Purchase and Installation of Broadcast Video Equipment for the Village Hall to OSA Integrated Solutions, Inc. of Wood Dale, Illinois in the Amount of \$88,945.66**
- 2. Approval of a Request to Issue a Class S-E Liquor License to the Friends of Lincolnwood 2015, Inc. for the 2016 Lincolnwood Fest**
- 3. Approval of an Ordinance in Case #PC-04-16 to Approve a Special Use and Certain Variations of the Zoning Code Needed to Allow an Expansion of an Existing Off-Street Parking Area at 7370 North Cicero Avenue**
- 4. Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution Approving a First Amendment to the Contract for Department of Park and Recreation Bus Services with Alltown Bus Services Inc., of Skokie, IL.**
- 5. Approval of an Ordinance Waiving Competitive Bidding and Approving a Design Engineering Services Agreement for a New Parking Lot with Christopher B. Burke Engineering, LTD., of Rosemont, Illinois**
- 6. Approval of a Resolution Awarding a Bid for Street Light Improvements within the Village in the Amount of \$1,145,720 to H&H Electric of Franklin Park, Illinois**
- 7. Approval of a Resolution Extending the Period of Validity of Amendments to the Town Center PUD for Begyle Brewing LLC at 7005 Central Park Avenue**

Trustee Elster moved to approve the Consent Agenda as presented. The motion was seconded by Trustee Spino.

Upon Roll Call the Results were:

AYES: Trustees Bass, Klatzco, Spino, Elster

NAYS: None

The motion passed

## Regular Business

### **8. Consideration of a Resolution to Authorize the Execution of a Non-Exclusive License Agreement with Kathleen Kardaras**

This item was presented by Mr. Letson using PowerPoint.

#### Purpose of Discussion

\*Consideration of a Resolution to Authorize the Execution of a Non-Exclusive License Agreement with Kathleen Kardaras, Owner of 3940 W. Touhy Avenue.

#### Background

\*In 2015 the Village removed six declining trees from the landscape islands in the public parking lot on the 3900 block of Touhy Avenue.

Prior to the spring 2016 planting, Mr. Kardaras approached staff with a proposal for landscaping improvements to one of the islands.

Photos and drawings of the area were exhibited.

#### Proposed Improvements

\*Landscaping

- Shrubs, vines, perennials, grasses

\*Hardscape

- Clay pavers, sitting wall

\*Owner of 3940 W. Touhy Avenue would be responsible for the perpetual maintenance

- Village has the right to determine if the improvements are being maintained in good condition.

\*Two days to complete all hardscape and landscape work.

\*The six parking spaces on the west side of the lot would need to be temporarily closed during construction

#### Financial Impact

\*No direct financial impact on the Village

#### Recommendation

\*Staff recommends the Village Board approve a Resolution authorizing the execution of a non-exclusive license agreement with Kathleen Kardaras, owner of 3940 West Touhy Avenue.

Discussion ensued regarding the need for the Village to have additional insurance. Attorney Elrod clarified areas of concern. Village has full indemnification.

There is a 30 day termination clause.

Trustee Bass moved to approve the Resolution, seconded by Trustee Spino.

Upon Roll Call the results were:

AYES: Trustees Bass, Spino, Elster, Klatzco

NAYS: None

The motion passed

**Manager's Report**

None

President Turry spoke regarding North Capital, which had a May 15 extension deadline. Mr. Wiberg provided background information. There has been no indication of progress. Attorney Elrod stated that a 30 day notice had been sent. The Village will proceed with working on the next step.

**Board and Commissions Report**

None

**Village Clerk's Report**

None

**Trustees Reports**

1. Trustee Elster spoke regarding the additional traffic on Touhy since the development in Skokie from McCormick on the west. Mr. Wiberg responded. Perhaps traffic lights can be adjusted.
2. Trustee Klatzco questioned the location of staging for the Memorial Day parade. This information will be announced although it is thought that the Kow Kow parking lot will remain a staging area.

**Public Forum**

None

**Adjournment To Closed Session**

At 8:05 P.M., Trustee Spino moved to adjourn the Village Board Meeting to Closed Session for purpose of discussion of Employment matters Section 2(c),(1) and Review of Closed Session Minutes 2(c),(21). The motion was seconded by Trustee Klatzco.

Upon Roll Call the Results were

AYES: Trustees Bass, Klatzco, Spino, Elster

NAYS: None

The motion passed

**Reconvention**

At 9:11 P.M. President Turry reconvened the Village Board meeting.

**Adjournment**

At 9:12 P.M. Trustee Elster moved to adjourn, seconded by Trustee Spino.  
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: June 3, 2016

The following are the totals for the List of Bills being presented at the June 7th Village Board meeting.

06/07/2016	12,324.02
06/07/2016	175,326.85
06/07/2016	180,074.68
06/07/2016	154,057.92
06/07/2016	33,030.45
06/07/2016	253,451.43
06/07/2016	39,700.33
Total	<hr/> \$ 847,965.68

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
 Printed: 05/27/2016 - 9:37AM  
 Batch: 00100.06.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
American Express					
AMEREXP					
051116	5/11/2016	90.00	0.00	06/07/2016	
101-210-511-5725					Bank & Credit Card Fees Membership fees
051116 Total:		90.00			
31083051816	5/18/2016	570.00	0.00	06/07/2016	
101-350-512-5830					Lodging Ambulance billing conference registration
31083051816	5/18/2016	190.56	0.00	06/07/2016	
101-420-511-5405					R&M - buildings Emergency exit map holders
31083051816	5/18/2016	49.98	0.00	06/07/2016	
101-350-512-5799					Other materials & supplies Humidifier filters
31083051816 Total:		810.54			
31158050616	5/6/2016	884.45	0.00	06/07/2016	
205-560-515-5640					Computer supplies Hosting service for Parks
31158050616 Total:		884.45			
31174050216	5/2/2016	25.95	0.00	06/07/2016	
205-500-515-5725					Credit card charges Amazon - Plug n Play
31174050216	5/2/2016	78.00	0.00	06/07/2016	
205-430-515-5730					Program supplies Amazon - Park supplies
31174050216	5/2/2016	27.99	0.00	06/07/2016	
205-571-515-5730					Program supplies Amazon - Community Center supplies
31174050216	5/2/2016	15.96	0.00	06/07/2016	
205-500-515-5700					Office supplies Amazon - Parks office supplies
31174050216 Total:		147.90			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
31190050316	5/3/2016	104.25	0.00	06/07/2016
205-500-515-5590 Training				Landmark Inn - Staff lunch
31190050316 Total:		104.25		
31190050516	5/5/2016	4,972.00	0.00	06/07/2016
205-430-515-5730 Program supplies				Gametime - woodchips for playground
31190050516 Total:		4,972.00		
31190050916	5/9/2016	7.98	0.00	06/07/2016
205-560-515-5730 Program supplies				Amazon - Pool program supplies
31190050916	5/9/2016	6.50	0.00	06/07/2016
205-560-515-5730 Program supplies				Amazon - Pool program supplies
31190050916	5/9/2016	349.50	0.00	06/07/2016
205-560-515-5730 Program supplies				Amazon - Pool program supplies
31190050916 Total:		363.98		
31190051016	5/10/2016	49.99	0.00	06/07/2016
205-561-515-5730 Program supplies				Amazon - Swim lesson program supplies
31190051016 Total:		49.99		
32008050616	5/6/2016	52.95	0.00	06/07/2016
101-100-511-5799 Other materials & supplies				Flowers for employee
32008050616 Total:		52.95		
32115051015	5/10/2016	75.00	0.00	06/07/2016
101-100-511-5840 Meals				Lunch with resident
32115051015 Total:		75.00		
American Express Total:		7,551.06		
Bank of America, Business Card BANKOFAM 7130050116	5/1/2016	165.00	0.00	06/07/2016
101-400-511-5510 Advertising				Bid

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
7130050116 Total:		165.00			
7130050316	5/3/2016	9.24	0.00	06/07/2016	Dinner for Board meeting
101-100-511-5840 Meals					
7130050316	5/3/2016	30.69	0.00	06/07/2016	Dinner for Board meeting
101-100-511-5840 Meals					
7130050316 Total:		39.93			
7868050416	5/4/2016	140.00	0.00	06/07/2016	Driehaus museum
205-570-515-5270 Purchased program services					
7868050416	5/4/2016	18.03	0.00	06/07/2016	Long Horn steakhouse
205-570-515-5645 Concessions & food					
7868050416 Total:		158.03			
7868050516	5/5/2016	50.00	0.00	06/07/2016	Mystic Water - camp deposit
205-530-515-5270 Purchased program services					
7868050516	5/5/2016	50.00	0.00	06/07/2016	Mystic Water - camp deposit
205-530-515-5270 Purchased program services					
7868050516	5/5/2016	50.00	0.00	06/07/2016	Mystic Water - camp deposit
205-530-515-5270 Purchased program services					
7868050516 Total:		150.00			
Bank of America, Business		512.96			
Buck Brothers, Inc.					
BUCK					
74088	5/3/2016	762.33	0.00	06/07/2016	Wheels and alternator for Gator
205-430-515-5480 R&M - vehicles					
74088 Total:		762.33			
Buck Brothers, Inc. Total:		762.33			

Business Only Broadband  
BUSONLY

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
71083	6/1/2016	250.00	0.00	06/07/2016	
101-250-511-5580 Telephone					Back-up connection-Internet Access - June
	71083 Total:	250.00			
71084	6/1/2016	250.00	0.00	06/07/2016	
101-250-511-5580 Telephone					Wireless Alarm Internet Access - June
	71084 Total:	250.00			
	Business Only Broadband	500.00			
Canon Solutions America					
CANN					
374895	5/1/2016	59.29	0.00	06/07/2016	
101-210-511-5440 R&M - office equipment					Copier Maintenance - May 2016
	374895 Total:	59.29			
	Canon Solutions America T	59.29			
Case Lots, Inc.					
CASELOTS					
13213	5/11/2016	137.70	0.00	06/07/2016	
101-420-511-5730 Program supplies					Time mist cucumber for Village Bldgs
	13213 Total:	137.70			
	Case Lots, Inc. Total:	137.70			
Chicago Communications, LLC					
CHGOCOMM					
282459	5/3/2016	816.05	0.00	06/07/2016	
101-300-512-5410 R&M - communications equipm					Portable radio maintenance - June
	282459 Total:	816.05			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Chicago Communications,		816.05			
Chicago Tribune CHGOTRIB 4171440	5/6/2016	20.29	0.00	06/07/2016	Bid for Sidewalk
101-400-511-5620 Books & publications					
4171440 Total:		20.29			
Chicago Tribune Total:		20.29			
Emcor Services Team Mechanical Inc EMCOR 3051815	5/3/2016	907.50	0.00	06/07/2016	Contract maintenance for May 2016
101-420-511-5405 R&M - buildings					
3051815 Total:		907.50			
Emcor Services Team Mec		907.50			
Engelstein, Shirley ENGELSTE SE05-2016	5/18/2016	300.00	0.00	06/07/2016	Art Gallery - May/June 2016
101-100-511-5270 Purchased program services					
SE05-2016 Total:		300.00			
Engelstein, Shirley Total:		300.00			
Lowe's Business Acc/GECE LOWES 1513	5/3/2016	298.80	0.00	06/07/2016	Paint for Proesel Park
205-430-515-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	1513 Total:	298.80			
1540	5/3/2016	31.73	0.00	06/07/2016	Paint for Proesel Park
	205-430-515-5730 Program supplies				
	1540 Total:	31.73			
1557	5/3/2016	8.74	0.00	06/07/2016	Bolts for Springfield Park
	205-430-515-5730 Program supplies				
	1557 Total:	8.74			
1707	5/5/2016	69.11	0.00	06/07/2016	Parts for camera system
	101-420-511-5405 R&M - buildings				
	1707 Total:	69.11			
2314	5/9/2016	47.30	0.00	06/07/2016	LED bulbs for PD
	101-420-511-5405 R&M - buildings				
	2314 Total:	47.30			
2373	5/10/2016	105.77	0.00	06/07/2016	Paint, brackets, swivel for streets
	101-440-513-5730 Program supplies				
	2373 Total:	105.77			
2374	5/10/2016	55.35	0.00	06/07/2016	Spill and PVC for Sprinkler system
	101-440-513-5680 Landscaping supplies				
	2374 Total:	55.35			
8371	5/9/2016	136.26	0.00	06/07/2016	Knee pads, scrubs, cable ties for Water Dept
	660-620-519-5730 Program supplies				
	8371 Total:	136.26			
S1748RD1	5/9/2016	3.78	0.00	06/07/2016	Air hose connector for range cleaning
	101-300-512-5610 Ammunition & range supplies				
	S1748RD1 Total:	3.78			



# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 05/27/2016 - 10:34AM  
Batch: 00101.06.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
American Express AMEREXP 31190031116	2/4/2016	3,532.34	0.00	06/07/2016	
205-560-515-6599 EQUIPMENT- POOL					Kiefer - Pool equipment
31190031116 Total:		3,532.34			
31190040716	4/7/2016	291.45	0.00	06/07/2016	
205-560-515-6599 EQUIPMENT- POOL					4all Promos - pool equipment
31190040716 Total:		291.45			
31190040816	4/8/2016	528.99	0.00	06/07/2016	
205-560-515-6599 EQUIPMENT- POOL					Discount school supply - pool
31190040816 Total:		528.99			
31190041016	4/10/2016	48.04	0.00	06/07/2016	
205-560-515-6599 EQUIPMENT- POOL					Amazon - pool equipment
31190041016 Total:		48.04			
31190041116	4/11/2016	44.99	0.00	06/07/2016	
205-560-515-6599 EQUIPMENT- POOL					Amazon - pool equipment
31190041116	4/11/2016	877.95	0.00	06/07/2016	
205-560-515-6599 EQUIPMENT- POOL					Laerdal - pool equipment
31190041116	4/11/2016	200.00	0.00	06/07/2016	
205-560-515-5730 Program supplies					Laerdal - camp
31190041116 Total:		1,122.94			
31190041216	4/12/2016	455.90	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-560-515-6599 EQUIPMENT- POOL					Waterman - pool equipment
31190041216	4/12/2016	21.97	0.00	06/07/2016	
205-571-515-5730 Program supplies					Amazon - CC audio equipment
31190041216	4/12/2016	49.15	0.00	06/07/2016	
205-571-515-5730 Program supplies					Amazon - CC office supplies
31190041216	4/12/2016	6.00	0.00	06/07/2016	
205-500-515-5700 Office supplies					Amazon - Parks office supplies
31190041216	4/12/2016	99.75	0.00	06/07/2016	
205-500-515-5840 Meals					Lou Malnati's - Board meeting dinner
31190041216 Total:		632.77			
31190041316	4/13/2016	158.01	0.00	06/07/2016	
205-500-515-5700 Office supplies					Amazon - Parks Office - Youth
31190041316	4/13/2016	412.16	0.00	06/07/2016	
205-500-515-5700 Office supplies					Amazon - Parks lobby chairs
31190041316	4/13/2016	500.22	0.00	06/07/2016	
205-560-515-6599 EQUIPMENT- POOL					Swim outlet - pool equipment
31190041316 Total:		1,070.39			
31190041416	4/14/2016	309.12	0.00	06/07/2016	
205-571-515-5730 Program supplies					Amazon - CC lobby chairs
31190041416	4/14/2016	133.29	0.00	06/07/2016	
205-500-515-5700 Office supplies					Amazon - Parks office supplies
31190041416 Total:		442.41			
31190041516	4/15/2016	1,088.81	0.00	06/07/2016	
205-504-515-5510 Advertising					4 All Promos - Summer Concert series
31190041516	4/15/2016	142.00	0.00	06/07/2016	
205-520-515-5730 Program supplies					4 All Promos - Club Kid
31190041516	4/15/2016	895.00	0.00	06/07/2016	
205-560-515-6599 EQUIPMENT- POOL					4 All Promos - Pool
31190041516 Total:		2,125.81			
31190041716	4/17/2016	122.71	0.00	06/07/2016	
205-500-515-5700 Office supplies					Amazon - Parks office supplies
31190041716	4/17/2016	17.99	0.00	06/07/2016	
205-500-515-5700 Office supplies					Amazon - Parks office supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
31190041716	4/17/2016	80.00	0.00	06/07/2016	
205-560-515-6599					EQUIPMENT- POOL Amazon - pool equipment
	31190041716 Total:	220.70			
31190042116	4/21/2016	380.56	0.00	06/07/2016	
205-430-515-6350					Park Construction & Improvem Grabbers Direct - Shelter renovation
31190042116	4/21/2016	82.50	0.00	06/07/2016	
205-504-515-5645					Concessions & food Little Caesars - Mother son bingo
	31190042116 Total:	463.06			
3119004216	4/25/2016	254.00	0.00	06/07/2016	
205-500-515-5570					Professional associations IPRA dues renewal
	3119004216 Total:	254.00			
31190042616	4/26/2016	165.00	0.00	06/07/2016	
205-500-515-5810					Conference & meeting registrat Northbrook PD - team building
	31190042616 Total:	165.00			
31190042716	4/27/2016	116.50	0.00	06/07/2016	
205-500-515-5590					Training Great Beijing - Lunch for Parks employees
	31190042716 Total:	116.50			
31190042816	4/28/2016	256.00	0.00	06/07/2016	
205-500-515-5810					Conference & meeting registrat Fred Pryor - Excel training for staff
	31190042816 Total:	256.00			
31190042916	4/29/2016	51.46	0.00	06/07/2016	
205-500-515-5700					Office supplies Amazon - Parks office supplies
	31190042916 Total:	51.46			
31190043016	4/30/2016	20.00	0.00	06/07/2016	
205-560-515-5560					Printing & copying services Facebook - non resident pool passes
	31190043016 Total:	20.00			
32008041316	4/13/2016	55.45	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-200-511-5840 Meals					Lunch - Village Manager and PW Director
32008041316	4/13/2016	75.00	0.00	06/07/2016	
101-200-511-5810 Conference & meeting registrat					IAMMA Conference
32008041316	4/13/2016	399.00	0.00	06/07/2016	
101-200-511-5510 Advertising					Job posting
32008041316 Total:		529.45			
32008041416	4/14/2016	400.00	0.00	06/07/2016	
101-200-511-5510 Advertising					Job posting
32008041416 Total:		400.00			
32008041516	4/15/2016	254.85	0.00	06/07/2016	
101-250-511-5580 Telephone					Internet - Village Hall
32008041516	4/15/2016	104.85	0.00	06/07/2016	
660-610-519-5580 Telephone					Internet - Pump House
32008041516	4/15/2016	147.85	0.00	06/07/2016	
660-610-519-5580 Telephone					Internet - Public Works
32008041516 Total:		507.55			
32008042016	4/20/2016	499.00	0.00	06/07/2016	
101-250-511-5330 Data processing					Microsoft
32008042016	4/20/2016	-499.00	0.00	06/07/2016	
101-250-511-5330 Data processing					Microsoft
32008042016 Total:		0.00			
American Express Total:		12,778.86			
Bank of America, Business Card					
BANKOFAM					
0423050816	5/8/2016	83.99	0.00	06/07/2016	
101-300-512-5640 Computer supplies					Toner for printer
0423050816	5/8/2016	20.43	0.00	06/07/2016	
101-300-512-5730 Program supplies					BFPC meeting with chair person
0423050816 Total:		104.42			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
7130040716	4/7/2016	36.00	0.00	06/07/2016	
101-400-511-5820					Local mileage, parking & tolls
					Downtown parking
	7130040716 Total:	36.00			
7130041916	4/19/2016	8.74	0.00	06/07/2016	
101-100-511-5840					Meals
					Dinner for Board meeting
7130041916	4/19/2016	9.46	0.00	06/07/2016	
101-100-511-5840					Meals
					Dinner for Board meeting
7130041916	4/19/2016	-0.21	0.00	06/07/2016	
101-100-511-5840					Meals
					Refund
	7130041916 Total:	17.99			
7130042116	4/21/2016	273.35	0.00	06/07/2016	
101-420-511-5730					Program supplies
					LED supplies for Village Hall
7130042116	4/21/2016	30.00	0.00	06/07/2016	
101-400-511-5820					Local mileage, parking & tolls
					Conference registration
	7130042116 Total:	303.35			
7868041216	4/12/2016	11.00	0.00	06/07/2016	
205-500-515-5840					Meals
					Marianos
	7868041216 Total:	11.00			
7868041316	4/3/2016	-2.51	0.00	06/07/2016	
205-500-515-5700					Office supplies
					Vista Print
7868041316	4/13/2016	419.71	0.00	06/07/2016	
205-500-515-5810					Conference & meeting registrat
					Active.com
7868041316	4/13/2016	42.72	0.00	06/07/2016	
205-500-515-5700					Office supplies
					Vista Print
	7868041316 Total:	459.92			
7868041816	4/18/2016	70.65	0.00	06/07/2016	
205-504-515-5730					Program supplies
					Michaels - Mom/son bingo
7868041816	4/18/2016	11.00	0.00	06/07/2016	
205-504-515-5730					Program supplies
					Dollar Tree - Mom/son bingo
7868041816	4/18/2016	70.31	0.00	06/07/2016	
205-504-515-5730					Program supplies
					Party City - Mom/son bingo

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
7868041816	4/18/2016	44.88	0.00	06/07/2016
205-504-515-5730				Program supplies Target - Mom/son bingo
7868041816	4/18/2016	24.56	0.00	06/07/2016
205-504-515-5730				Program supplies GFS - Mom/son bingo
	7868041816 Total:	221.40		
7868042716	4/27/2016	73.89	0.00	06/07/2016
205-570-515-5645				Concessions & food Drury Lane
	7868042716 Total:	73.89		
7868050516	5/5/2016	74.43	0.00	06/07/2016
205-520-515-5645				Concessions & food Marianos - Club Kid snack
	7868050516 Total:	74.43		
9820040916	4/9/2016	156.94	0.00	06/07/2016
205-560-515-6599				EQUIPMENT- POOL IKEA - pool equipment
	9820040916 Total:	156.94		
9820042816	4/28/2016	11.91	0.00	06/07/2016
205-500-515-5720				Postage Amazon - office storage
9820042816	4/28/2016	8.98	0.00	06/07/2016
205-500-515-5720				Postage Target - office supplies
	9820042816 Total:	20.89		
9820042916	4/29/2016	150.00	0.00	06/07/2016
205-530-515-5270				Purchased program services Care.com - job posting
9820042916	4/29/2016	2.73	0.00	06/07/2016
205-500-515-5720				Postage Walmart - office supplies
9820042916	4/29/2016	114.00	0.00	06/07/2016
205-500-515-5720				Postage Walmart - office supplies
	9820042916 Total:	266.73		
	Bank of America, Business	1,746.96		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Build.com Network					
BUILD.COM					
29499600	3/22/2016	5,331.51	0.00	06/07/2016	
205-430-515-6350 Park Construction & Improvem					Double and Triple sinks for Shelter House
	29499600 Total:	5,331.51			
30083084	4/27/2016	-2,150.12	0.00	06/07/2016	
205-430-515-6350 Park Construction & Improvem					Return Double sink
	30083084 Total:	-2,150.12			
30088674	4/27/2016	152.78	0.00	06/07/2016	
205-430-515-6350 Park Construction & Improvem					Toilets for Shelter House
	30088674 Total:	152.78			
30427061	5/17/2016	569.46	0.00	06/07/2016	
205-430-515-6350 Park Construction & Improvem					Toilets for Shelter House
	30427061 Total:	569.46			
	Build.com Network Total:	3,903.63			
City of Chicago Dept of Water					
CTYOFCHI					
430881-430881	5/10/2016	199.64	0.00	06/07/2016	
660-620-519-5790 Water purchases					Water - 3/14/16-4/11/16
	430881-430881 Total:	199.64			
430882-430882	5/10/2016	855.60	0.00	06/07/2016	
660-620-519-5790 Water purchases					Water - 3/14/16-4/11/16
	430882-430882 Total:	855.60			
430883-430883	5/10/2016	73,439.00	0.00	06/07/2016	
660-620-519-5790 Water purchases					Water - 3/14/16-4/11/16
	430883-430883 Total:	73,439.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
430884-430884	5/10/2016	65,082.64	0.00	06/07/2016
660-620-519-5790				Water purchases
				Water - 3/14/16-4/11/16
	430884-430884 Total:	65,082.64		
	City of Chicago Dept of W	139,576.88		
Commonwealth Edison COMED				
1011026306	5/16/2016	1,938.07	0.00	06/07/2016
660-620-519-5785				Utilities - public way
				Mtrd Street Lights 4/8/16-5/10/16
	1011026306 Total:	1,938.07		
2028043041	5/9/2016	3,120.57	0.00	06/07/2016
101-440-513-5785				Utilities - public way
				Master Account - 4/7-5/6
	2028043041 Total:	3,120.57		
2873043051	5/6/2016	138.69	0.00	06/07/2016
101-440-513-5785				Utilities - public way
				6471 N Lincoln - 4/7-5/6
	2873043051 Total:	138.69		
381169268	5/5/2016	154.90	0.00	06/07/2016
101-440-513-5785				Utilities - public way
				7002 Tripp - 4/6-5/5
	381169268 Total:	154.90		
4357072009	5/4/2016	141.79	0.00	06/07/2016
101-440-513-5785				Utilities - public way
				6402 McCormick Road - 4/5-5/4
	4357072009 Total:	141.79		
4847019018	5/6/2016	126.90	0.00	06/07/2016
101-440-513-5785				Utilities - public way
				6668 N Lincoln- 4/7-5/6
	4847019018 Total:	126.90		
5103171049	5/16/2016	4,232.88	0.00	06/07/2016
101-440-513-5785				Utilities - public way
				Master Account - 4/11-5/9

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
5103171049	5/16/2016	250.47	0.00	06/07/2016
660-620-519-5785	Utilities - public way			Master Account - 4/11-5/9
	5103171049 Total:	4,483.35		
57221-35010	5/9/2016	199.02	0.00	06/07/2016
101-440-513-5785	Utilities - public way			Master Account - 4/8-5/9
	57221-35010 Total:	199.02		
592075011	4/28/2016	2,351.58	0.00	06/07/2016
101-440-513-5785	Utilities - public way			Master Account - 3/30-4/28
	592075011 Total:	2,351.58		
	Commonwealth Edison To	12,654.87		
Nicor Gas				
NICOR				
1436840000	5/9/2016	525.61	0.00	06/07/2016
205-430-515-5780	Utilities - government buildin			Community Center - 4/7-5/6
	1436840000 Total:	525.61		
21-46-84-00003	5/9/2016	185.90	0.00	06/07/2016
205-560-515-5780	Utilities - government buildin			Pool - 4/8-5/6
	21-46-84-00003 Total:	185.90		
21-84-84-00004	5/9/2016	314.60	0.00	06/07/2016
660-620-519-5780	Utilities - government buildin			Pump Station - 4/8-5/6
	21-84-84-00004 Total:	314.60		
3017240000	5/10/2016	1,319.55	0.00	06/07/2016
101-420-511-5780	Utilities - government buildin			Public Services - 4/8-5/9
	3017240000 Total:	1,319.55		
31-46-84-00002	5/9/2016	262.82	0.00	06/07/2016
205-560-515-5780	Utilities - government buildin			Parks & Rec - 3/8-5/6

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
31-46-84-00002 Total:		262.82			
520234000	5/10/2016	528.93	0.00	06/07/2016	
101-420-511-5780 Utilities - government buildin					Village Hall - 4/8-5/10
520234000 Total:		528.93			
6202340000	5/10/2016	892.16	0.00	06/07/2016	
101-420-511-5780 Utilities - government buildin					Public Safety - 4/8-5/10
6202340000 Total:		892.16			
70-61-47-04487	5/10/2016	57.96	0.00	06/07/2016	
205-560-515-5780 Utilities - government buildin					7055 Kostner - 4/11-5/9
70-61-47-04487 Total:		57.96			
Nicor Gas Total:		4,087.53			
United States Postal Service					
USPOSTAL					
PB051316	5/13/2016	17.22	0.00	06/07/2016	
101-210-511-5720 Postage					Pitney Bowes postage
PB051316	5/13/2016	62.18	0.00	06/07/2016	
101-210-511-5720 Postage					Pitney Bowes postage
PB051316	5/13/2016	182.20	0.00	06/07/2016	
101-210-511-5720 Postage					Pitney Bowes postage
PB051316	5/13/2016	18.92	0.00	06/07/2016	
101-210-511-5720 Postage					Pitney Bowes postage
PB051316	5/13/2016	5.32	0.00	06/07/2016	
205-500-515-5720 Postage					Pitney Bowes postage
PB051316	5/13/2016	45.45	0.00	06/07/2016	
101-210-511-5720 Postage					Pitney Bowes postage
PB051316	5/13/2016	151.57	0.00	06/07/2016	
660-610-519-5720 Postage					Pitney Bowes postage
PB051316	5/13/2016	5.16	0.00	06/07/2016	
101-210-511-5720 Postage					Pitney Bowes postage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		488.02			
		488.02			
Verizon Wireless VERIZON 9764591321 660-610-519-5580 Telephone	5/1/2016	90.10	0.00	06/07/2016	Machine to Machine - call service for data
		9764591321 Total:			
		90.10			
		Verizon Wireless Total:			
		90.10			
		Report Total:			
		175,326.85			

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 05/27/2016 - 12:38PM  
Batch: 00102.06.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
303 Taxi					
303					
31611	5/6/2016	119.00	0.00	06/07/2016	
205-570-515-5280					Subsidized taxi program Taxi coupons - April
	31611 Total:	119.00			
	303 Taxi Total:	119.00			
American Traffic Solutions					
ATS					
INV00022141	4/30/2016	4,610.00	0.00	06/07/2016	
101-300-512-5599					Other contractual Monthly Contractual Fee- April
	INV00022141 Total:	4,610.00			
	American Traffic Solutions	4,610.00			
Assoc of Police Social Workers					
APSW					
APSW2016	5/17/2016	60.00	0.00	06/07/2016	
101-300-512-5570					Professional associations Membership
	APSW2016 Total:	60.00			
	Assoc of Police Social Wor	60.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Audio Visual Systems, Inc					
AUDIOVIS					
53556	4/1/2016	375.00	0.00	06/07/2016	
101-250-511-6530					Equipment - data processing
					Field Service Labor to hook up RCN Cable
	53556 Total:	375.00			
	Audio Visual Systems, Inc	375.00			
Avalon Petroleum					
AVALON					
16979	4/15/2016	1,358.42	0.00	06/07/2016	
101-440-513-5670					Fuel
					Fuel usage
16979	4/15/2016	464.60	0.00	06/07/2016	
205-430-515-5670					Fuel
					Fuel usage
16979	4/15/2016	248.78	0.00	06/07/2016	
660-620-519-5670					Fuel
					Fuel usage
	16979 Total:	2,071.80			
36730	4/4/2016	165.00	0.00	06/07/2016	
101-440-513-5675					Lubricants & fluids
					Mobile Drive 424- PW
36730	4/4/2016	165.00	0.00	06/07/2016	
660-620-519-5675					Lubricants & fluids
					Mobile Drive 424- PW
36730	4/4/2016	165.00	0.00	06/07/2016	
205-430-515-5675					Lubricants & fluids
					Mobile Drive 424- PW
	36730 Total:	495.00			
555516	4/15/2016	1,950.17	0.00	06/07/2016	
101-300-512-5670					Fuel
					Fuel usage
555516	4/15/2016	806.03	0.00	06/07/2016	
101-350-512-5670					Fuel
					Fuel usage
555516	4/15/2016	88.52	0.00	06/07/2016	
101-420-511-5670					Fuel
					Fuel usage
555516	4/15/2016	291.90	0.00	06/07/2016	
101-440-513-5670					Fuel
					Fuel usage
555516	4/15/2016	255.37	0.00	06/07/2016	
205-430-515-5670					Fuel
					Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
555516	4/15/2016	508.01	0.00	06/07/2016	
660-620-519-5670 Fuel					Fuel usage
	555516 Total:	3,900.00			
	Avalon Petroleum Total:	6,466.80			
Call One CALLONE					
1129134	5/15/2016	920.35	0.00	06/07/2016	
101-210-511-5580 Telephone					Telephone service- April
	1129134 Total:	920.35			
1129135	5/15/2016	472.06	0.00	06/07/2016	
660-610-519-5580 Telephone					Telephone service- April
	1129135 Total:	472.06			
1129136	5/15/2016	279.06	0.00	06/07/2016	
101-210-511-5580 Telephone					Telephone service- April
	1129136 Total:	279.06			
1129137	5/15/2016	25.98	0.00	06/07/2016	
101-210-511-5580 Telephone					Telephone service- April
	1129137 Total:	25.98			
1129138	5/15/2016	308.10	0.00	06/07/2016	
660-610-519-5580 Telephone					Telephone service-April
	1129138 Total:	308.10			
1129140	5/15/2016	46.08	0.00	06/07/2016	
660-610-519-5580 Telephone					Telephone service-April
	1129140 Total:	46.08			
1129141	5/15/2016	32.03	0.00	06/07/2016	
660-610-519-5580 Telephone					Telephone service-April

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
1129141 Total:		32.03			
1129143	5/15/2016	628.56	0.00	06/07/2016	Telephone service-April
101-210-511-5580 Telephone					
1129143 Total:		628.56			
1129144	5/15/2016	213.00	0.00	06/07/2016	Telephone service-April
101-210-511-5580 Telephone					
1129144	5/15/2016	50.00	0.00	06/07/2016	Telephone service-April
101-000-210-2650 Contractor Permits Payable					
1129144 Total:		263.00			
Call One Total:		2,975.22			
Christopher Burke Engineering CHRISTB					
128963	5/12/2016	12,581.08	0.00	06/07/2016	Engineering service - April
220-000-511-5340 Engineering					
128963 Total:		12,581.08			
129025	5/13/2016	4,500.00	0.00	06/07/2016	Engineering services - April
101-290-511-5920 Administration Engineer Costs					
129025	5/13/2016	4,500.00	0.00	06/07/2016	Engineering services - April
660-620-519-5399 Other professional services					
129025 Total:		9,000.00			
129026	5/13/2016	4,890.72	0.00	06/07/2016	Engineering services - April
205-430-515-6350 Park Construction & Improvem					
129026 Total:		4,890.72			
129027	5/13/2016	2,585.57	0.00	06/07/2016	Engineering services - April
205-430-515-6350 Park Construction & Improvem					
129027 Total:		2,585.57			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
129028	5/13/2016	879.00	0.00	06/07/2016
101-290-511-5922 Building Engineering Costs				Engineering services - April
	129028 Total:	879.00		
129029	5/13/2016	1,073.00	0.00	06/07/2016
101-290-511-5922 Building Engineering Costs				Engineering services - April
	129029 Total:	1,073.00		
129030	5/13/2016	296.00	0.00	06/07/2016
101-290-511-5922 Building Engineering Costs				Engineering services - April
	129030 Total:	296.00		
129032	5/13/2016	1,258.00	0.00	06/07/2016
101-290-511-5922 Building Engineering Costs				Engineering services - April
	129032 Total:	1,258.00		
129038	5/13/2016	707.41	0.00	06/07/2016
212-000-511-5320 Consulting				Engineering services - April
	129038 Total:	707.41		
9232.378-11	5/13/2016	465.00	0.00	06/07/2016
212-000-511-5320 Consulting				Engineering services - April
	9232.378-11 Total:	465.00		
	Christopher Burke Engineer	33,735.78		
Clark Baird Smith, LLP CLARKBAI				
7186	5/5/2016	1,942.50	0.00	06/07/2016
101-230-511-5399 Other professional services				Legal services - April
	7186 Total:	1,942.50		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	Clark Baird Smith, LLP To	1,942.50			
ClientFirst Consulting Group, LLC					
CLIENTFI					
6329	4/30/2016	4,318.75	0.00	06/07/2016	IT Support
101-250-511-5320 Consulting					
6329 Total:		4,318.75			
6330	4/30/2016	927.50	0.00	06/07/2016	IT Management
101-250-511-5320 Consulting					
6330 Total:		927.50			
6331	4/23/2016	8,202.50	0.00	06/07/2016	Email Server
660-620-519-5320 Consulting					
6331 Total:		8,202.50			
6332	4/23/2016	1,595.00	0.00	06/07/2016	Dispatch/CAD Consolidation
215-000-512-6530 Equipment - data processing					
6332 Total:		1,595.00			
6333	4/30/2016	2,213.75	0.00	06/07/2016	Non Resident Pool Pass
205-560-515-5640 Computer supplies					
6333 Total:		2,213.75			
6334	4/30/2016	170.00	0.00	06/07/2016	Pool setup
205-560-515-5640 Computer supplies					
6334 Total:		170.00			
6335	4/30/2016	1,231.25	0.00	06/07/2016	Public Works projects
660-620-519-5320 Consulting					
6335 Total:		1,231.25			
6336	4/30/2016	8,176.25	0.00	06/07/2016	Server replacement
101-250-511-6530 Equipment - data processing					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	6336 Total:	8,176.25			
6337	4/30/2016	920.00	0.00	06/07/2016	Video Surveillance
660-620-519-5320	Consulting				
	6337 Total:	920.00			
6345	4/30/2016	1,750.00	0.00	06/07/2016	Council Chambers upgrade
101-250-511-6530	Equipment - data processing				
	6345 Total:	1,750.00			
	ClientFirst Consulting Gro	29,505.00			
Data Magagement Inc					
DATAMG					
I377629	4/28/2016	83.00	0.00	06/07/2016	Visitor Book
660-610-519-5620	Books & publications				
	I377629 Total:	83.00			
	Data Magagement Inc Tota	83.00			
First Advantage Occ Health Svcs					
FIRSTADV					
2525971604	5/19/2016	28.95	0.00	06/07/2016	Random Screenings
101-200-511-5599	Other contractual				
	2525971604 Total:	28.95			
	First Advantage Occ Health	28.95			
Gewalt Hamilton Associates Inc					
GEWALT					
2	5/10/2016	7,471.32	0.00	06/07/2016	Engineering services - April
454-000-561-5340	Engineering				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
2 Total:		7,471.32			
9232.000-245	5/12/2016	322.00	0.00	06/07/2016	Engineering services - April
101-290-511-5943 PW - P&R Mtee Engineer Cost					
9232.000-245 Total:		322.00			
9232.417-2	5/12/2016	1,828.22	0.00	06/07/2016	Engineering services - April
217-000-561-5340 Engineering					
9232.417-2 Total:		1,828.22			
Gewalt Hamilton Associate		9,621.54			
Graham C-Stores Company					
GRAHAM					
INV-084124	5/1/2016	625.00	0.00	06/07/2016	Car washes - February-April
101-300-512-5480 R&M - vehicles					
INV-084124 Total:		625.00			
Graham C-Stores Company		625.00			
Groot Recycling & Waste Services					
GROOT					
14081224	4/30/2016	3,225.42	0.00	06/07/2016	Trash pickup
101-440-514-5230 Garbage & recycling					
14081224 Total:		3,225.42			
14085347	4/30/2016	1,864.59	0.00	06/07/2016	Trash pickup
101-440-514-5230 Garbage & recycling					
14085347 Total:		1,864.59			
Groot Recycling & Waste S		5,090.01			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Holland & Knight LLP HOLLAND 3340899	5/11/2016	897.00	0.00	06/07/2016
101-230-511-5370 Legal - review				Legal services
3340899 Total:		897.00		
3340911	5/11/2016	1,281.00	0.00	06/07/2016
101-230-511-5370 Legal - review				Legal services
3340911 Total:		1,281.00		
3340914	5/11/2016	1,573.00	0.00	06/07/2016
101-230-511-5370 Legal - review				Legal services
3340914 Total:		1,573.00		
3340917	5/11/2016	81.00	0.00	06/07/2016
101-230-511-5370 Legal - review				Legal services
3340917 Total:		81.00		
3340920	5/11/2016	770.00	0.00	06/07/2016
101-230-511-5370 Legal - review				Legal services
3340920 Total:		770.00		
3340927	5/11/2016	4,940.38	0.00	06/07/2016
217-000-517-5399 Other professional services				Legal services
3340927 Total:		4,940.38		
3340932	5/11/2016	2,110.50	0.00	06/07/2016
101-230-511-5370 Legal - review				Legal services
3340932 Total:		2,110.50		
3340937	5/11/2016	1,795.00	0.00	06/07/2016
101-230-511-5370 Legal - review				Legal services
3340937 Total:		1,795.00		
3340945	5/11/2016	2,272.50	0.00	06/07/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-230-511-5370	Legal - review				Legal services
	3340945 Total:	2,272.50			
RET04302016	4/30/2016	12,389.00	0.00	06/07/2016	
101-230-511-5350	Legal - retainer				Legal services
	RET04302016 Total:	12,389.00			
	Holland & Knight LLP Tot	28,109.38			
Hoving Pit Stop					
HOVING					
133008	5/12/2016	93.00	0.00	06/07/2016	
205-430-515-5730	Program supplies				Weekly service/Centennial Park
	133008 Total:	93.00			
133009	5/12/2016	166.00	0.00	06/07/2016	
205-430-515-5730	Program supplies				Weekly service/Proesell Park
	133009 Total:	166.00			
	Hoving Pit Stop Total:	259.00			
I.D.E.S.					
IDES					
03312016	3/31/2016	2,077.83	0.00	06/07/2016	
101-210-511-5195	Employee Benefit Expenses				Current Quarter Amount Due
	03312016 Total:	2,077.83			
	I.D.E.S. Total:	2,077.83			
IRMA					
IRMA					
SALES0015151	4/30/2016	59.33	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-210-511-5260					Liability insurance
					April deductible
		SALES0015151 Total:			59.33
SALES0015186	4/30/2016	1,190.45	0.00	06/07/2016	
101-210-511-5260					Liability insurance
					April optional deductible
		SALES0015186 Total:			1,190.45
		IRMA Total:			1,249.78
Lee Jensen Sales Co					
LEEJEN					
156575	4/29/2016	124.88	0.00	06/07/2016	
101-440-513-5745					Small tools
					Chain for streets
		156575 Total:			124.88
		Lee Jensen Sales Co Total:			124.88
Marc Printing					
MARCP					
110239	4/18/2016	348.32	0.00	06/07/2016	
660-610-519-5720					Postage
					Return envelopes/water bills
		110239 Total:			348.32
110241	4/18/2016	382.22	0.00	06/07/2016	
660-610-519-5720					Postage
					Window envelopes/water bills
		110241 Total:			382.22
		Marc Printing Total:			730.54
North East Multi-Regional Training					
NORTHEST					
206318	5/6/2016	200.00	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5590 Training					Field Training Officer - Advanced
	206318 Total:	200.00			
	North East Multi-Regional	200.00			
Northeastern IL Public Safety Training					
NORTHEAS					
15210	4/30/2016	90.00	0.00	06/07/2016	
205-430-515-5590 Training					Fall protection class/PW
15210	4/30/2016	45.00	0.00	06/07/2016	
205-430-515-5590 Training					Fall protection class/PW
	15210 Total:	135.00			
15214	4/30/2016	45.00	0.00	06/07/2016	
101-440-513-5590 Training					Fall protection class/PW
	15214 Total:	45.00			
	Northeastern IL Public Saf	180.00			
Pitney Bowes					
PITNEYBO					
3100157532	4/30/2016	262.26	0.00	06/07/2016	
101-210-511-5440 R&M - office equipment					Rental fees - April
	3100157532 Total:	262.26			
	Pitney Bowes Total:	262.26			
Robbins, Salomon & Patt, LTD					
RS&PLTD					
200107	5/10/2016	525.00	0.00	06/07/2016	
101-230-511-5399 Other professional services					Legal service/Municipal Prosecution

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
200107 Total:		525.00			
200108	5/10/2016	367.50	0.00	06/07/2016	Legal service/Adjudicative hearings
101-230-511-5399 Other professional services					
200108 Total:		367.50			
Robbins, Salomon & Patt,		892.50			
Russo Power Equipment					
RUSSO					
3090425	4/29/2016	203.57	0.00	06/07/2016	Riding Mower #3 parts
205-430-515-5680 Landscaping supplies					
3090425 Total:		203.57			
Russo Power Equipment T		203.57			
Sealmaster					
SEALMAST					
52712	4/29/2016	2,531.18	0.00	06/07/2016	Tennis Court paint
205-508-515-5730 Program supplies					
52712 Total:		2,531.18			
Sealmaster Total:		2,531.18			
Suburban Tree Consortium					
SUBURBAN					
6269-IN	4/19/2016	42,966.00	0.00	06/07/2016	2016 Spring Planting
101-440-513-5250 Landscaping services					
6269-IN	4/19/2016	3,421.00	0.00	06/07/2016	2016 Spring Planting
217-000-561-6100 Land acquisition & improveme					
6269-IN Total:		46,387.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

	Suburban Tree Consortium	46,387.00		
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VCG Uniform  
VCGUNIFO

15798	4/29/2016	221.98	0.00	06/07/2016
101-300-512-5070	Uniform allowance			Uniform allowance

15798 Total:		221.98		
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VCG Uniform Total:		221.98		
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Zitkus, Colleen  
ZITKUS

032516	5/9/2016	428.98	0.00	06/07/2016
101-300-512-5820	Local mileage, parking & tolls			Reimbursement - training expenses
032516	5/9/2016	78.00	0.00	06/07/2016
101-300-512-5820	Local mileage, parking & tolls			Reimbursement - training expenses
032516	5/9/2016	900.00	0.00	06/07/2016
101-300-512-5840	Meals			Reimbursement - training expenses

032516 Total:		1,406.98		
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Zitkus, Colleen Total:		1,406.98		
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Report Total:		180,074.68		
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# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 05/27/2016 - 12:38PM  
Batch: 00103.06.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10481507-000	5/10/2016	63.58	0.00	06/07/2016	
101-440-513-5290					Street lights & traffic signal Mogul for street lights
		<hr/>			
		10481507-000 Total:			63.58
40033174-00	5/11/2016	254.33	0.00	06/07/2016	
101-440-513-5290					Street lights & traffic signal Mogul for street lights
		<hr/>			
		40033174-00 Total:			254.33
		<hr/>			
		Active Electrical Supply C			317.91
Advocate Occupational Health					
ADVOCA					
608875	5/3/2016	2,372.00	0.00	06/07/2016	
101-200-511-5599					Other contractual Drug screening
		<hr/>			
		608875 Total:			2,372.00
		<hr/>			
		Advocate Occupational He			2,372.00
Al's Cycle Shop					
ALCYCLES					
05062016-1	5/6/2016	28.48	0.00	06/07/2016	
205-508-515-5730					Program supplies Park Patrol Bike/Headlight & bracket

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
05062016-1 Total:		28.48			
Al's Cycle Shop Total:		28.48			
American First Aid Services					
AFAS INC					
36633	5/9/2016	21.90	0.00	06/07/2016	101-400-511-5730 Program supplies First aid supplies
36633 Total:		21.90			
36636	5/9/2016	20.20	0.00	06/07/2016	205-500-515-5700 Office supplies First aid supplies
36636 Total:		20.20			
36637	5/9/2016	26.70	0.00	06/07/2016	101-200-511-5599 Other contractual First aid supplies
36637 Total:		26.70			
36638	5/9/2016	103.25	0.00	06/07/2016	101-300-512-5730 Program supplies First aid supplies
36638 Total:		103.25			
American First Aid Service		172.05			
Cline, Rosangela					
CLINE					
SCS01	5/16/2016	380.00	0.00	06/07/2016	205-504-515-5270 Purchased program services Summer Concert Series/Face Painter/Payment 1
SCS01 Total:		380.00			
SCS02	5/16/2016	480.00	0.00	06/07/2016	205-504-515-5270 Purchased program services Summer Concert Series/Face Painter/Payment 2

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	SCS02 Total:	480.00			
	Cline, Rosangela Total:	860.00			
Day, Mitchell DAYM REIM051616MD 101-300-512-5840 Meals	5/16/2016	75.00	0.00	06/07/2016	Reimbursment expense
	REIM051616MD Total:	75.00			
	Day, Mitchell Total:	75.00			
Downer, David DOWNER 63016 205-504-515-5270 Purchased program services	5/16/2016	1,000.00	0.00	06/07/2016	Summer Concert Series/Rhythm Rockets
	63016 Total:	1,000.00			
	Downer, David Total:	1,000.00			
Fern, Kathleen FERNK 72816 205-504-515-5270 Purchased program services	5/16/2016	1,000.00	0.00	06/07/2016	Summer Concert Series/ Second Hand Soul
	72816 Total:	1,000.00			
	Fern, Kathleen Total:	1,000.00			
Gordon, Jeffrey GORDONJE REIM051616JG	5/16/2016	75.00	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5840 Meals					Reimbursement expense
	REIM051616JG Total:	75.00			
	Gordon, Jeffrey Total:	75.00			
Great Lakes Coca Cola Distribution GREATLAC 1495201709	4/27/2016	54.00	0.00	06/07/2016	Pop for Village Hall machine
101-210-511-5700 Office supplies					
	1495201709 Total:	54.00			
736203150	5/10/2016	313.20	0.00	06/07/2016	Pop for Public Works machine
101-210-511-5700 Office supplies					
	736203150 Total:	313.20			
	Great Lakes Coca Cola Dis	367.20			
Groot Recycling & Waste Services GROOT 14085832	5/1/2016	55,017.88	0.00	06/07/2016	Community pick up/1229-001
101-440-514-5230 Garbage & recycling					
	14085832 Total:	55,017.88			
14085833	5/1/2016	700.59	0.00	06/07/2016	School District 74 /1230-001
101-440-514-5230 Garbage & recycling					
	14085833 Total:	700.59			
14096433	5/1/2016	3,054.63	0.00	06/07/2016	Multi Family pick up/1231-001
101-440-514-5230 Garbage & recycling					
	14096433 Total:	3,054.63			
	Groot Recycling & Waste S	58,773.10			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Halogen HALOGEN 483536	5/3/2016	1,155.90	0.00	06/07/2016	Replacement grates
205-560-515-5405 R&M - buildings					
483536 Total:		1,155.90			
483537	5/3/2016	169.00	0.00	06/07/2016	Filter Room supplies
205-560-515-5405 R&M - buildings					
483537 Total:		169.00			
Halogen Total:		1,324.90			
Harris, Rena HARRISRE REF050916SS	5/9/2016	63.00	0.00	06/07/2016	Refund/Short Stoppers
205-000-210-2430 Parks and Recs Control Deposi					
REF050916SS Total:		63.00			
Harris, Rena Total:		63.00			
Hernandez, Rubi HERNARUB REF051616S	5/16/2016	75.00	0.00	06/07/2016	Partial Refund/Shelter
205-000-210-2430 Parks and Recs Control Deposi					
REF051616S Total:		75.00			
Hernandez, Rubi Total:		75.00			
Hwang, Cindy HWANGCIN REF051016S	5/10/2016	46.00	0.00	06/07/2016	Refund/Swim
205-000-210-2430 Parks and Recs Control Deposi					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	REF051016S Total:	46.00			
	Hwang, Cindy Total:	46.00			
Ibrahim, Nadine					
IBRAHIMN					
411204-A2	5/12/2016	220.00	0.00	06/07/2016	
205-000-210-2430 Parks and Recs Control Deposi					Refund/Last Hurrah 3
	411204-A2 Total:	220.00			
411204-B2	5/12/2016	110.00	0.00	06/07/2016	
205-000-210-2430 Parks and Recs Control Deposi					Refund/Last Hurrah
	411204-B2 Total:	110.00			
	Ibrahim, Nadine Total:	330.00			
Illinois City/County Management Association					
ILCMA					
MEM2017	5/16/2016	172.00	0.00	06/07/2016	
101-200-511-5570 Professional associations					Annual ILCMA membership
	MEM2017 Total:	172.00			
	Illinois City/County Manag	172.00			
Impact Networking, LLC					
IMPACT					
654202	5/5/2016	184.46	0.00	06/07/2016	
660-610-519-5340 Maintenance Agreement Expen					Copier C284E/Public Works
654202	5/5/2016	253.18	0.00	06/07/2016	
205-500-515-5440 R&M - office equipment					Copier C554E/Parks & Recreation
654202	5/5/2016	324.95	0.00	06/07/2016	
101-000-210-2650 Contractor Permits Payable					Copier C654E/Fire Department
654202	5/5/2016	529.28	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-000-210-2650 Contractor Permits Payable					Copier C454E, 42, 654/ Police, Admin, Finance
654202 Total:		1,291.87			
Impact Networking, LLC T		1,291.87			
Infinisource					
INFINI					
756975	5/10/2016	62.14	0.00	06/07/2016	
101-400-511-5440 R&M - office equipment					Monthly maintenance costs for time clock
756975	5/10/2016	35.85	0.00	06/07/2016	
205-560-515-5405 R&M - buildings					Monthly maintenance costs for time clock
756975	5/10/2016	66.92	0.00	06/07/2016	
205-530-515-5730 Program supplies					Monthly maintenance costs for time clock
756975 Total:		164.91			
Infinisource Total:		164.91			
LocalGovNews.Org					
LOCALG					
5082016	3/21/2016	780.00	0.00	06/07/2016	
101-200-511-5620 Books & publications					Membership
5082016 Total:		780.00			
LocalGovNews.Org Total:		780.00			
Lowe's Business Acc/GEFCF					
LOWES					
1541	5/3/2016	50.33	0.00	06/07/2016	
205-560-515-5405 R&M - buildings					Replacement padlocks/pool
1541 Total:		50.33			
1954	5/9/2016	29.36	0.00	06/07/2016	
205-430-515-5730 Program supplies					Grill cleaning supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	1954 Total:	29.36			
	Lowe's Business Acc/GEC	79.69			
Lurvey Landscape Supply					
LURVEY					
S1-10019133-01	5/16/2016	708.00	0.00	06/07/2016	
205-430-515-5680	Landscaping supplies				Flowers/Village Hall Promenade
	S1-10019133-01 Total:	708.00			
	Lurvey Landscape Supply	708.00			
Maggie Speaks Inc.					
MAGGIESP					
62316	5/15/2016	1,000.00	0.00	06/07/2016	
205-504-515-5270	Purchased program services				Summer Concert Series/Shout Out
	62316 Total:	1,000.00			
71416	5/16/2016	1,000.00	0.00	06/07/2016	
205-504-515-5270	Purchased program services				Summer Concert Series/SFinal Say
	71416 Total:	1,000.00			
	Maggie Speaks Inc. Total:	2,000.00			
Malartsik Consulting LLC					
MALAR					
402	5/9/2016	412.50	0.00	06/07/2016	
205-560-515-5270	Purchased program services				Pool Start up
	402 Total:	412.50			
	Malartsik Consulting LLC	412.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Malnati Organization MALNATI E213225	5/23/2016	223.20	0.00	06/07/2016	Dinner Village Board meeting 5/17/16
101-100-511-5840 Meals					
	E213225 Total:	223.20			
	Malnati Organization Total	223.20			
North Suburban Employee Benefit NSEBENEF Jun-16	5/19/2016	9,704.00	0.00	06/07/2016	Dental-June 2016
102-000-210-2028 Dental insurance premium with					
	Jun-16 Total:	9,704.00			
	North Suburban Employee	9,704.00			
Northern Illinois Swim Conference NORTHERN 2016LW1	4/29/2016	56.25	0.00	06/07/2016	Swim Team Ribbons
205-562-515-5730 Program supplies					
	2016LW1 Total:	56.25			
	Northern Illinois Swim Co	56.25			
Northwest Police Academy NWPDACAD NWPA051216	5/13/2016	75.00	0.00	06/07/2016	Training Seminar / Police Department
101-300-512-5590 Training					
	NWPA051216 Total:	75.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Northwest Police Academy	75.00			
Orange Crush LLC					
ORANGCRH					
1751	5/3/2016	374.44	0.00	06/07/2016	
213-000-561-5490	R&M Road Repairs				Mod Surface
	1751 Total:	374.44			
1852	5/9/2016	329.36	0.00	06/07/2016	
213-000-561-5490	R&M Road Repairs				Mod Surface
	1852 Total:	329.36			
2155	5/9/2016	336.26	0.00	06/07/2016	
213-000-561-5490	R&M Road Repairs				Mod Surface
	2155 Total:	336.26			
2368	5/9/2016	92.46	0.00	06/07/2016	
213-000-561-5490	R&M Road Repairs				Mod Surface
	2368 Total:	92.46			
	Orange Crush LLC Total:	1,132.52			
Personnel Strategies, LLC					
PERSONNE					
PS051216	5/12/2016	450.00	0.00	06/07/2016	
101-200-511-5599	Other contractual				Pre-employment Psychological Assessment
	PS051216 Total:	450.00			
	Personnel Strategies, LLC	450.00			

Pitney Bowes  
PITNEYBO

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
3100172783	5/16/2016	262.26	0.00	06/07/2016
101-210-511-5440 R&M - office equipment				Rental fees/Apr-May
	3100172783 Total:	262.26		
	Pitney Bowes Total:	262.26		
PPG Architectural Finishes				
PPGAR				
944304019254	5/3/2016	147.50	0.00	06/07/2016
101-440-513-5745 Small tools				Street painting machine valve
	944304019254 Total:	147.50		
	PPG Architectural Finishes	147.50		
Rainbow Farm				
RAINBOWF				
33677	5/9/2016	1,625.00	0.00	06/07/2016
217-000-561-6100 Land acquisition & improve				Disposal of woodchips
	33677 Total:	1,625.00		
33697	5/13/2016	1,950.00	0.00	06/07/2016
217-000-561-6100 Land acquisition & improve				Disposal of woodchips
	33697 Total:	1,950.00		
	Rainbow Farm Total:	3,575.00		
Ray O'Herron Inc				
RAYOHERR				
1627528-IN	5/10/2016	153.08	0.00	06/07/2016
101-300-512-5730 Program supplies				Uniform items/NIPAS Officer
	1627528-IN Total:	153.08		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	Ray O'Herron Inc Total:	153.08			
Rush Truck Centers of Illinois, Inc RUSHTRUC					
3002506250	5/9/2016	79.76	0.00	06/07/2016	Valve Solenoid /Truck # 3
101-440-513-5480 R&M - vehicles					
	3002506250 Total:	79.76			
3002524760	5/9/2016	242.54	0.00	06/07/2016	Valve Modulator, Ignition Key/Truck # 3
101-440-513-5480 R&M - vehicles					
	3002524760 Total:	242.54			
3002536843	5/10/2016	259.40	0.00	06/07/2016	Link Steering /Truck # 3
101-440-513-5480 R&M - vehicles					
	3002536843 Total:	259.40			
3002536859	5/10/2016	124.61	0.00	06/07/2016	Wheel /Truck # 3
101-440-513-5480 R&M - vehicles					
	3002536859 Total:	124.61			
	Rush Truck Centers of Illin	706.31			
Russo Power Equipment RUSSO					
3133142	5/13/2016	763.93	0.00	06/07/2016	Herbicide, caution tape
101-440-513-5680 Landscaping supplies					
	3133142 Total:	763.93			
3133143	5/13/2016	97.96	0.00	06/07/2016	Viper weed & feed
101-440-513-5680 Landscaping supplies					
	3133143 Total:	97.96			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		861.89			
Russo Power Equipment T					
Rydin Decal RYDINDE 317749	5/4/2016	2,201.77	0.00	06/07/2016	
101-210-511-5730 Program supplies					2016-2017 Vehicle license
		2,201.77			
317749 Total:					
		2,201.77			
Rydin Decal Total:					
		2,201.77			
Sam's Club SAMSCCL 1242	5/10/2016	71.12	0.00	06/07/2016	
101-300-512-5730 Program supplies					Supplies
		71.12			
1242 Total:					
		71.12			
42616	4/26/2016	114.66	0.00	06/07/2016	
205-520-515-5645 Concessions & food					Club Kid supplies
		114.66			
42616 Total:					
		114.66			
51116	5/11/2016	155.70	0.00	06/07/2016	
205-520-515-5645 Concessions & food					Club Kid supplies
		155.70			
51116 Total:					
		155.70			
Sam's Club Total:					
		341.48			
Saphire Entertainment SAPHIREE 61616	5/15/2016	1,300.00	0.00	06/07/2016	
205-504-515-5270 Purchased program services					Summer Concert Series/Dick Diamond & the Dusters
		1,300.00			
61616 Total:					
		1,300.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Saphire Entertainment Tota	1,300.00			
Solid Waste Agency of Northern Cook County					
SOLIDWA					
5345	6/1/2016	17,951.89	0.00	06/07/2016	
	101-440-514-5230				Garbage & recycling FY 2016 O & M Costs - June
	5345 Total:	17,951.89			
5368	6/1/2016	17,951.89	0.00	06/07/2016	
	101-440-514-5230				Garbage & recycling FY 2016 O & M Costs - July
	5368 Total:	17,951.89			
	Solid Waste Agency of Nor	35,903.78			
The Fun Ones					
THEFUN					
47682	1/7/2016	617.00	0.00	06/07/2016	
	205-504-515-5270				Purchased program services Summer Concert Series / Jacob's Ladder
	47682 Total:	617.00			
47683	1/7/2016	405.00	0.00	06/07/2016	
	205-504-515-5270				Purchased program services Summer Concert Series / 18 ft. Palm Tree
	47683 Total:	405.00			
47684	1/7/2016	1,091.00	0.00	06/07/2016	
	205-504-515-5270				Purchased program services Summer Concert Series / Jurassic Adventure
	47684 Total:	1,091.00			
47685	1/7/2016	796.00	0.00	06/07/2016	
	205-504-515-5270				Purchased program services Summer Concert Series / Boulder dash
	47685 Total:	796.00			
47686	1/7/2016	796.00	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-504-515-5270					Purchased program services Summer Concert Series / Pedestal Joust 4 Way
		47686 Total:			796.00
47687	1/7/2016	556.00	0.00	06/07/2016	
205-504-515-5270					Purchased program services Summer Concert Series / Sports Challenge
		47687 Total:			556.00
		The Fun Ones Total:			4,261.00
Tyco Integrated Security LLC					
ADTSS					
26470350	5/7/2016	300.75	0.00	06/07/2016	
660-610-519-5340					Maintenance Agreement Expen Alarm System Service/Annual Fee/Pump House
		26470350 Total:			300.75
		Tyco Integrated Security L			300.75
Valdes, Jose					
VALDES					
70716	5/16/2016	1,000.00	0.00	06/07/2016	
205-504-515-5270					Purchased program services Summer Concert Series/Jose Valdes & Mambo All Stars
		70716 Total:			1,000.00
		Valdes, Jose Total:			1,000.00
VCG Uniform					
VCGUNIFO					
15797	5/1/2016	23.97	0.00	06/07/2016	
101-300-512-5070					Uniform allowance
		15797 Total:			23.97

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	VCG Uniform Total:	23.97			
Vermont Systems, Inc. VERMONT 49922	5/5/2016	18,239.55	0.00	06/07/2016	
101-250-511-5340	Maintenance Agremen				RecTrac Maintenance Services
	49922 Total:	18,239.55			
51023	5/18/2016	150.00	0.00	06/07/2016	
205-560-515-5270	Purchased program services				RecTrac Training
	51023 Total:	150.00			
	Vermont Systems, Inc. Tota	18,389.55			
Wells Fargo Bank, NA WELLS 1314112	5/2/2016	250.00	0.00	06/07/2016	
330-000-571-7100	Fiscal charges				Paying Agent fee/2011A
	1314112 Total:	250.00			
1314113	5/2/2016	187.50	0.00	06/07/2016	
217-000-529-7100	Fiscal Charges				Paying Agent fee/2011B
1314113	5/2/2016	62.50	0.00	06/07/2016	
330-000-571-7100	Fiscal charges				Paying Agent fee/2011B
	1314113 Total:	250.00			
	Wells Fargo Bank, NA Tota	500.00			
	Report Total:	154,057.92			

# Accounts Payable

## To Be Paid Proof List

User: korlich  
Printed: 06/01/2016 - 10:49AM  
Batch: 00104.06.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Air One Equipment AIRONE					
112954	5/12/2016	145.00	0.00	06/07/2016	
101-350-512-5430 R&M - Fire & EMS equipmen					Air compressor maintenance
	112954 Total:	145.00			
	Air One Equipment Total:	145.00			
Amazon AMAZON					
207269198166	5/2/2016	217.14	0.00	06/07/2016	
101-250-511-6530 Equipment - data processing					IT Supplies - replacement battery cartridge
	207269198166 Total:	217.14			
48590109749	5/3/2016	27.98	0.00	06/07/2016	
101-350-512-5799 Other materials & supplies					Office supplies - tape
	48590109749 Total:	27.98			
	Amazon Total:	245.12			
American First Aid Services AFAS INC					
36634	5/9/2016	33.93	0.00	06/07/2016	
101-350-512-5660 EMS supplies					First aid kit supplies
36634	5/9/2016	33.92	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-220-512-5799	Other materials & supplies				First aid kit supplies
	36634 Total:	67.85			
	American First Aid Service	67.85			
Audio Visual Systems, Inc					
AUDIOVIS					
53354	5/9/2016	200.00	0.00	06/07/2016	
101-250-511-6530	Equipment - data processing				Service call for audio visual equipment
	53354 Total:	200.00			
	Audio Visual Systems, Inc	200.00			
Blitz, Jennifer					
BLITZ					
052416	5/24/2016	189.00	0.00	06/07/2016	
205-000-210-2430	Parks and Recs Control Deposi				Refund - Classes
	052416 Total:	189.00			
	Blitz, Jennifer Total:	189.00			
Bound Tree Medical, LLC					
BOUND					
82142056	5/9/2016	187.77	0.00	06/07/2016	
101-350-512-5660	EMS supplies				Glucose test strips
	82142056 Total:	187.77			
82146472	5/12/2016	4.18	0.00	06/07/2016	
101-350-512-5660	EMS supplies				Medstrom inserts
	82146472 Total:	4.18			
82146473	5/12/2016	74.12	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
101-350-512-5660 EMS supplies					Endotracheal tubes
	82146473 Total:	74.12			
	Bound Tree Medical, LLC	266.07			
Cassidy Tire CASSIDYT 4182656	5/11/2016	1,045.88	0.00	06/07/2016	
101-350-512-5480 R&M - vehicles					2 tires for E15
	4182656 Total:	1,045.88			
5182269	5/16/2016	35.00	0.00	06/07/2016	
101-440-513-5480 R&M - vehicles					Sweeper #2 - tire repair
	5182269 Total:	35.00			
5182415	5/25/2016	318.48	0.00	06/07/2016	
101-300-512-5480 R&M - vehicles					Tires for Squad 216
	5182415 Total:	318.48			
	Cassidy Tire Total:	1,399.36			
CDW Government CDWGOV DBP8456	5/13/2016	70.50	0.00	06/07/2016	
101-250-511-5340 Maintenance Agreement Expen					WiFi Maintenance renewal
DBP8456	5/13/2016	70.50	0.00	06/07/2016	
660-610-519-5340 Maintenance Agreement Expen					WiFi Maintenance renewal
DBP8456	5/13/2016	647.50	0.00	06/07/2016	
101-250-511-5340 Maintenance Agreement Expen					WiFi Maintenance renewal
DBP8456	5/13/2016	647.50	0.00	06/07/2016	
660-610-519-5340 Maintenance Agreement Expen					WiFi Maintenance renewal
DBP8456	5/13/2016	184.00	0.00	06/07/2016	
101-250-511-5340 Maintenance Agreement Expen					WiFi Maintenance renewal
DBP8456	5/13/2016	184.00	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
660-610-519-5340 Maintenance Agreement Expen					WiFi Maintenance renewal
	DBP8456 Total:	1,804.00			
	CDW Government Total:	1,804.00			
Chicago Communications, LLC					
CHGOCOMM					
282844	5/20/2016	183.00	0.00	06/07/2016	
101-300-512-5410 R&M - communications equipm					Police radio batteries
282844	5/20/2016	10.00	0.00	06/07/2016	
101-210-511-5720 Postage					Shipping
	282844 Total:	193.00			
	Chicago Communications,	193.00			
Chicago Tribune					
CHGOTRIB					
4174477	5/12/2016	32.29	0.00	06/07/2016	
101-200-511-5510 Advertising					Legal notice for prevailing wage
	4174477 Total:	32.29			
	Chicago Tribune Total:	32.29			
Ciorba, Ana					
CIORBA					
052616	5/26/2016	40.00	0.00	06/07/2016	
101-000-410-4510 Late payment penalty					Refund - Village sticker purchased in error
	052616 Total:	40.00			
	Ciorba, Ana Total:	40.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Douglas Truck Parts DOUGTK 15310	5/11/2016	75.00	0.00	06/07/2016	
101-410-511-5730 Program supplies					Black nitrile gloves
	15310 Total:	75.00			
	Douglas Truck Parts Total:	75.00			
Dukati and Biseri Folklore Ensemble DUKATI DBFE030116	3/1/2016	600.00	0.00	06/07/2016	
101-300-512-5730 Program supplies					Dance & Music Ensemble
	DBFE030116 Total:	600.00			
	Dukati and Biseri Folklore	600.00			
Eagle Engraving EAGLE 2016-1359	5/6/2016	18.59	0.00	06/07/2016	
101-350-512-5665 Firefighting supplies					Passport tags & gear locker signs
	2016-1359 Total:	18.59			
	Eagle Engraving Total:	18.59			
Essential Equipment Solutions ESSEN 4676	5/16/2016	416.63	0.00	06/07/2016	
101-350-512-5665 Firefighting supplies					Battery packs
	4676 Total:	416.63			
	Essential Equipment Soluti	416.63			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Fedex FEDEX 5-412-66284	5/11/2016	16.07	0.00	06/07/2016
101-350-512-5720 Postage				Delivery fee
	5-412-66284 Total:	16.07		
804144716475	5/12/2016	14.72	0.00	06/07/2016
101-210-511-5720 Postage				Shipping - Police Dept
	804144716475 Total:	14.72		
804144716773	5/10/2016	20.06	0.00	06/07/2016
101-210-511-5720 Postage				Shipping - Legal
804144716773	5/10/2016	61.90	0.00	06/07/2016
101-210-511-5720 Postage				Shipping - Legal
	804144716773 Total:	81.96		
	Fedex Total:	112.75		
Fleet Pride FLEETPR 77100882	5/10/2016	699.38	0.00	06/07/2016
101-350-512-5740 Repair parts				Brakes and drum for E15
	77100882 Total:	699.38		
	Fleet Pride Total:	699.38		
Friedman, Chaya FRIEDM 1827	5/14/2016	125.00	0.00	06/07/2016
101-250-511-5340 Maintenance Agreement Expen				Adjudication Software enhancement
	1827 Total:	125.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Friedman, Chaya Total:	125.00		
George, George GEORGEGE				
052416	5/24/2016	61.00	0.00	06/07/2016
205-000-210-2430 Parks and Recs Control Deposi				Refund - Pool Pass
	052416 Total:	61.00		
	George, George Total:	61.00		
Golf Mill Ford GOLFMILL				
398097P	5/25/2016	20.00	0.00	06/07/2016
101-300-512-5480 R&M - vehicles				Rivets for Squad #200
	398097P Total:	20.00		
	Golf Mill Ford Total:	20.00		
Gordon, Jeffrey GORDONJE				
REIM060116JGM	6/1/2016	45.00	0.00	06/07/2016
101-300-512-5840 Meals				Reimbursement - Meals
	REIM060116JGM Total:	45.00		
	Gordon, Jeffrey Total:	45.00		
Grossnickle, Jessica GROSSNIC				
052516	5/25/2016	457.20	0.00	06/07/2016
205-000-210-2430 Parks and Recs Control Deposi				Refund - Pool pass

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

052516 Total:	457.20			
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Grossnickle, Jessica Total:	457.20			
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Illinois City/County Management Association

ILCMA

5242016	5/24/2016	409.00	0.00	06/07/2016	
101-200-511-5570 Professional associations					Annual membership

5242016	5/24/2016	209.50	0.00	06/07/2016	
101-200-511-5570 Professional associations					Annual membership

5242016	5/24/2016	163.75	0.00	06/07/2016	
101-200-511-5570 Professional associations					Annual membership

5242016 Total:	782.25			
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Illinois City/County Manag	782.25			
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Jake the Striper

JAKETHES

JTS051616	5/16/2016	150.00	0.00	06/07/2016	
101-300-512-5480 R&M - vehicles					Replace graphics on squad

JTS051616 Total:	150.00			
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Jake the Striper Total:	150.00			
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Khouchaba, Tina

KHOUCHAB

052016	5/20/2016	508.00	0.00	06/07/2016	
205-000-210-2430 Parks and Recs Control Deposi					Refund - Non Resident Pool Pass

052016 Total:	508.00			
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Khouchaba, Tina Total:	508.00			
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
L3 Communications Mobile Vision, Inc.					
L3COMM					
0240437-IN	5/13/2016	199.00	0.00	06/07/2016	
101-300-512-5480 R&M - vehicles					Replacement wiring harness for Squad
0240437-IN	5/13/2016	15.00	0.00	06/07/2016	
101-210-511-5720 Postage					Shipping
	0240437-IN Total:	214.00			
	L3 Communications Mobil	214.00			
Leuin, Emily					
LEUIN					
052316	5/23/2016	360.00	0.00	06/07/2016	
205-000-210-2430 Parks and Recs Control Deposi					Refund - Classes
	052316 Total:	360.00			
	Leuin, Emily Total:	360.00			
Lowe's Business Acc/GECE					
LOWES					
02161	5/7/2016	129.94	0.00	06/07/2016	
101-350-512-5730 Program supplies					Lumber, washers, bolts, hinges
	02161 Total:	129.94			
	Lowe's Business Acc/GEC	129.94			
Merel, Annie					
MEREL					
052416	5/24/2016	408.00	0.00	06/07/2016	
205-000-210-2430 Parks and Recs Control Deposi					Refund - Swim Pass
	052416 Total:	408.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

		408.00		
	Merel, Annie Total:			

North East Multi-Regional Training  
NORTHEST

206687	5/16/2016	100.00	0.00	06/07/2016
101-300-512-5590 Training				Training - PD

	206687 Total:	100.00		
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206763	5/16/2016	150.00	0.00	06/07/2016
101-300-512-5590 Training				Training - PD

	206763 Total:	150.00		
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207188	5/23/2016	265.00	0.00	06/07/2016
101-300-512-5590 Training				Training - PD

	207188 Total:	265.00		
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	North East Multi-Regional	515.00		
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O'Connor, Timothy  
OCONNOR

REIM060116TOM	6/1/2016	45.00	0.00	06/07/2016
101-300-512-5840 Meals				Reimbursement - Meals

	REIM060116TOM Total:	45.00		
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	O'Connor, Timothy Total:	45.00		
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Orange Crush LLC  
ORANGCRH

2806	5/13/2016	278.30	0.00	06/07/2016
213-000-561-5490 R&M Road Repairs				Mod surface

	2806 Total:	278.30		
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Orange Crush LLC Total:		278.30			
Paramedic Services of Illinois					
PARAMEDI					
052316	5/23/2016	2,064.16	0.00	06/07/2016	Reimbursement for MABAS Division III training
101-350-512-5220 Fire protection					
052316 Total:		2,064.16			
Paramedic Services of Illin		2,064.16			
Patten Industries					
PATTEN					
PM600255228	5/14/2016	549.00	0.00	06/07/2016	Generator inspection
101-420-511-5405 R&M - buildings					
PM600255228 Total:		549.00			
PM600255229	5/14/2016	549.00	0.00	06/07/2016	Generator inspection
101-420-511-5405 R&M - buildings					
PM600255229 Total:		549.00			
Patten Industries Total:		1,098.00			
Promos 911					
PROMOS91					
5920	5/12/2016	365.37	0.00	06/07/2016	Pens for Pub Ed
101-350-512-5730 Program supplies					
5920 Total:		365.37			
Promos 911 Total:		365.37			

Raypole, Travis

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
RAYPOLE					
REIM031416TRA	5/20/2016	127.44	0.00	06/07/2016	
101-300-512-5820					Local mileage, parking & tolls
					Reimbursement - Auto
	REIM031416TRA Total:	127.44			
REIM031416TRM	5/20/2016	735.00	0.00	06/07/2016	
101-300-512-5840					Meals
					Reimbursement - Meals
	REIM031416TRM Total:	735.00			
	Raypole, Travis Total:	862.44			
Regional Emergency Dispatch					
REGIONAL					
222-17-06	5/15/2016	12,667.59	0.00	06/07/2016	
101-350-512-5599					Other contractual
					June 2016 dues
	222-17-06 Total:	12,667.59			
	Regional Emergency Dispa	12,667.59			
Russo Power Equipment					
RUSSO					
3131542	5/13/2016	398.56	0.00	06/07/2016	
205-430-515-5480					R&M - vehicles
					Axle spacer, pump, grease cap
	3131542 Total:	398.56			
3144450	5/18/2016	550.00	0.00	06/07/2016	
205-430-515-5730					Program supplies
					Water tank for Parks
	3144450 Total:	550.00			
3144452	5/18/2016	12.71	0.00	06/07/2016	
205-430-515-5480					R&M - vehicles
					Bushings and Pulley for riding mower
	3144452 Total:	12.71			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
3144569	5/18/2016	68.91	0.00	06/07/2016	
205-430-515-5480 R&M - vehicles					Bushing for riding mower
		68.91			
3144569 Total:		68.91			
3146793	5/18/2016	-212.72	0.00	06/07/2016	
205-430-515-5480 R&M - vehicles					Return
		-212.72			
3146793 Total:		-212.72			
		817.46			
Russo Power Equipment T		817.46			
Sam's Club					
SAMSCL					
001078	5/10/2016	457.28	0.00	06/07/2016	
101-350-512-5799 Other materials & supplies					Dish washer detergent, laundry supplies
		457.28			
001078 Total:		457.28			
		457.28			
Sam's Club Total:		457.28			
Sergiyenko, Gennady					
SERGIENK					
CC052416	5/24/2016	50.00	0.00	06/07/2016	
101-300-512-5730 Program supplies					Deposit - Performance for Diversity Month
		50.00			
CC052416 Total:		50.00			
		50.00			
Sergiyenko, Gennady Total		50.00			
Silverman, Howard					
SILVERMA					
16-5403	5/10/2016	72.50	0.00	06/07/2016	
101-400-511-5210 Animal control					Animal control - 50/50 reimbursement
		72.50			
16-5403 Total:		72.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Silverman, Howard Total:	72.50		
Simulaids				
SIMULAID				
251512	5/12/2016	365.46	0.00	06/07/2016
101-350-512-5770	Training supplies			IO trainer
	251512 Total:	365.46		
	Simulaids Total:	365.46		
State Industrial Products				
STATE				
97794281	5/19/2016	251.00	0.00	06/07/2016
101-300-512-5730	Program supplies			Sanitizer for cells/dispatch
97794281	5/19/2016	28.12	0.00	06/07/2016
101-210-511-5720	Postage			Shipping
	97794281 Total:	279.12		
	State Industrial Products To	279.12		
United States Postal Service				
USPOSTAL				
PB052616	5/26/2016	19.45	0.00	06/07/2016
101-210-511-5720	Postage			Pitney Bowes postage
PB052616	5/26/2016	60.07	0.00	06/07/2016
101-210-511-5720	Postage			Pitney Bowes postage
PB052616	5/26/2016	0.46	0.00	06/07/2016
101-210-511-5720	Postage			Pitney Bowes postage
PB052616	5/26/2016	1.14	0.00	06/07/2016
101-210-511-5720	Postage			Pitney Bowes postage
PB052616	5/26/2016	105.72	0.00	06/07/2016
101-210-511-5720	Postage			Pitney Bowes postage
PB052616	5/26/2016	5.12	0.00	06/07/2016
101-210-511-5720	Postage			Pitney Bowes postage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
PB052616	5/26/2016	38.60	0.00	06/07/2016
205-500-515-5720 Postage				Pitney Bowes postage
PB052616	5/26/2016	8.58	0.00	06/07/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB052616	5/26/2016	389.59	0.00	06/07/2016
101-210-511-5720 Postage				Pitney Bowes postage
PB052616	5/26/2016	40.92	0.00	06/07/2016
660-610-519-5720 Postage				Pitney Bowes postage
	PB052616 Total:	<u>669.65</u>		
	United States Postal Servic	<u>669.65</u>		
Village of Lincolnwood				
VOL				
LPDPC052616	5/26/2016	28.14	0.00	06/07/2016
101-300-512-5670 Fuel				Fuel - Springfield Police Memorial
LPDPC052616	5/26/2016	57.21	0.00	06/07/2016
101-300-512-5730 Program supplies				Program supplies
LPDPC052616	5/26/2016	44.48	0.00	06/07/2016
101-300-512-5820 Local mileage, parking & tolls				Local mileage
LPDPC052616	5/26/2016	120.00	0.00	06/07/2016
101-300-512-5840 Meals				Meal reimbursement
	LPDPC052616 Total:	<u>249.83</u>		
	Village of Lincolnwood To	<u>249.83</u>		
West Side Tractor Sales				
WESTSIDE				
S34264	5/24/2016	418.20	0.00	06/07/2016
205-430-515-5480 R&M - vehicles				Windshield - Tractor #9
	S34264 Total:	<u>418.20</u>		
S34265	5/24/2016	135.44	0.00	06/07/2016
205-430-515-5480 R&M - vehicles				Drain valve - Tractor #9

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
S34265 Total:		135.44			
West Side Tractor Sales To		553.64			
Wholesale Direct Inc					
WHOLESALE					
220897	5/5/2016	41.22	0.00	06/07/2016	Socket for truck #7
660-620-519-5480 R&M - vehicles					
220897 Total:		41.22			
Wholesale Direct Inc Total		41.22			
Yuen, Peggy					
YUEN					
052416	5/24/2016	1,394.00	0.00	06/07/2016	Refund - Summer classes
205-000-210-2430 Parks and Recs Control Deposi					
052416 Total:		1,394.00			
Yuen, Peggy Total:		1,394.00			
Zoll Medical Corporation GPO					
ZOLLMEDC					
237711	5/11/2016	420.00	0.00	06/07/2016	CPR stat pads
101-350-512-5660 EMS supplies					
237711 Total:		420.00			
Zoll Medical Corporation G		420.00			



# Accounts Payable

## To Be Paid Proof List

User: korlich  
Printed: 06/01/2016 - 10:51AM  
Batch: 00105.06.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Airgas USA LLC					
AIRGAS					
9935754536	4/30/2016	218.70	0.00	06/07/2016	
101-350-512-5660 EMS supplies					Oxygen cylinders for ambulances
		<hr/>			
9935754536 Total:		218.70			
		<hr/>			
Airgas USA LLC Total:		218.70			
		<hr/>			
Amazon					
AMAZON					
135017833607	4/26/2016	164.98	0.00	06/07/2016	
101-350-512-5730 Program supplies					Battery - FD
		<hr/>			
135017833607 Total:		164.98			
		<hr/>			
210857354022	4/13/2016	7.50	0.00	06/07/2016	
205-571-515-5730 Program supplies					Ethernet cables for Parks
210857354022	4/13/2016	7.50	0.00	06/07/2016	
101-000-210-2650 Contractor Permits Payable					Ethernet cables for CD
210857354022	4/13/2016	15.00	0.00	06/07/2016	
101-250-511-6530 Equipment - data processing					Ethernet cables for IT
		<hr/>			
210857354022 Total:		30.00			
		<hr/>			
250174376872	4/19/2016	12.44	0.00	06/07/2016	
101-200-511-5700 Office supplies					Admin cleaning supplies
		<hr/>			
250174376872 Total:		12.44			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
301916007878	4/15/2016	16.53	0.00	06/07/2016	
101-400-511-5730					Program supplies
		<hr/>			
	301916007878 Total:	16.53			
31446888974	4/27/2016	16.61	0.00	06/07/2016	
101-200-511-5700					Office supplies
		<hr/>			Mouse pad and wrist pad - Admin
	31446888974 Total:	16.61			
33975118027	4/13/2016	25.94	0.00	06/07/2016	
101-250-511-6530					Equipment - data processing
		<hr/>			Ethernet cables for PD
	33975118027 Total:	25.94			
52626649044	4/20/2016	89.99	0.00	06/07/2016	
101-300-512-5730					Program supplies
		<hr/>			PD Crime kit case
	52626649044 Total:	89.99			
	<hr/>				
	Amazon Total:	356.49			
	<hr/>				
ARRP Trucking & Hauling Inc					
ARRP					
20893-1	4/25/2016	1,542.00	0.00	06/07/2016	
660-620-519-5599					Other contractual
		<hr/>			6 loads of dirt hauled out
	20893-1 Total:	1,542.00			
	<hr/>				
	ARRP Trucking & Hauling	1,542.00			
	<hr/>				
Blue Cross Blue Shield of Illinois					
BLUECRSS					
Quartell	5/26/2016	228.75	0.00	06/07/2016	
101-000-410-4315					Ambulance & EMS fees
		<hr/>			Reimbursement for overpayment of ambulance bill
	Quartell Total:	228.75			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
		228.75			Blue Cross Blue Shield of
Chicago Metropolitan Fire Prevention Co. CHGOMETR 130762	4/25/2016	795.50	0.00	06/07/2016	
101-350-512-5411 R&M- Wireless Alarm Equipm					Monthly wireless radio network maintenance
	130762 Total:	795.50			
	Chicago Metropolitan Fire	795.50			
Chicago Tribune CHGOTRIB CTCM513172	4/28/2016	61.38	0.00	06/07/2016	
101-120-511-5510 Advertising					Legal notice - 6440 Leroy
	CTCM513172 Total:	61.38			
	Chicago Tribune Total:	61.38			
Filotto Construction, Inc FILOTTO 16-16	4/30/2016	69,575.00	0.00	06/07/2016	
205-430-515-6350 Park Construction & Improvem					Removal and placement of Shelter Roof
	16-16 Total:	69,575.00			
	Filotto Construction, Inc T	69,575.00			
Hilti, Inc HILTI 4607350633	3/24/2016	1,718.31	0.00	06/07/2016	
660-620-519-5730 Program supplies					Module, breaker for Water Dept

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	4607350633 Total:	1,718.31			
	Hilti, Inc Total:	1,718.31			
Marc Printing					
MARCP					
110281	5/6/2016	361.99	0.00	06/07/2016	
660-610-519-5720 Postage					Mailing of Water bills
	110281 Total:	361.99			
	Marc Printing Total:	361.99			
O'Connor, Timothy					
OCONNOR					
052716	5/27/2016	912.00	0.00	06/07/2016	
101-300-512-5065 Tuition reimbursement					Educational assistance for one course
	052716 Total:	912.00			
	O'Connor, Timothy Total:	912.00			
OSA Integrated Solutions, LLC					
OSAINTEG					
4023	4/29/2016	22,236.42	0.00	06/07/2016	
101-250-511-6530 Equipment - data processing					Council Chambers A/V Upgrade
	4023 Total:	22,236.42			
4026	4/29/2016	22,236.42	0.00	06/07/2016	
101-250-511-6530 Equipment - data processing					Council Chambers A/V Upgrade
	4026 Total:	22,236.42			
4027	4/29/2016	44,472.83	0.00	06/07/2016	
101-250-511-6530 Equipment - data processing					Council Chambers A/V Upgrade - Final Payment

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	4027 Total:	44,472.83			
	OSA Integrated Solutions,	88,945.67			
Parks Plumbing & Sewer Inc PARKS 160149	5/27/2016	1,000.00	0.00	06/07/2016	
101-000-210-2620 Contractor bonds payable					Driveway deposit return
	160149 Total:	1,000.00			
	Parks Plumbing & Sewer I	1,000.00			
Printwell Printing PRINTWEL 4571	5/4/2016	159.00	0.00	06/07/2016	
101-220-512-5560 Printing & copying services					Foil Business cards - CD Director
	4571 Total:	159.00			
	Printwell Printing Total:	159.00			
Simulaids SIMULAID 250974	4/29/2016	89.35	0.00	06/07/2016	
101-350-512-5770 Training supplies					IO trainer, replacement bone packs
	250974 Total:	89.35			
	Simulaids Total:	89.35			
Thompson Elevator Inspection Service, Inc. THOMPSON 15-4257	11/20/2015	200.00	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-240-517-5399	Other professional services				2 elevator inspections
	15-4257 Total:	200.00			
	Thompson Elevator Inspec	200.00			
Utility Dynamics Corporation					
UTILITY					
0429-1976	4/29/2016	83,322.80	0.00	06/07/2016	Street Lighting Improvement request #5 - Final
	220-000-561-6310 Land Acq and Improvment				
	0429-1976 Total:	83,322.80			
	Utility Dynamics Corporat	83,322.80			
Verizon Wireless					
VERIZON					
9763894838	4/16/2016	889.18	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	101-210-511-5580 Telephone				
9763894838	4/16/2016	4.40	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	205-508-515-5580 Telephone				
9763894838	4/16/2016	3.11	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	205-520-515-5580 Telephone				
9763894838	4/16/2016	68.47	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	205-530-515-5580 Telephone				
9763894838	4/16/2016	3.30	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	205-560-515-5580 Telephone				
9763894838	4/16/2016	1.10	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	205-550-515-5270 Purchased program services				
9763894838	4/16/2016	127.50	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	101-000-210-2650 Contractor Permits Payable				
9763894838	4/16/2016	316.50	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	660-610-519-5580 Telephone				
9763894838	4/16/2016	657.61	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	101-250-511-5580 Telephone				
9763894838	4/16/2016	20.39	0.00	06/07/2016	Wireless Mar 17 thru Apr 16
	205-430-515-5410 R&M - communications equipm				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
9763894838	4/16/2016	16.29	0.00	06/07/2016	
660-620-519-5410 R&M - communications equipm					Wireless Mar 17 thru Apr 16
9763894838	4/16/2016	24.48	0.00	06/07/2016	
101-440-513-5410 R&M - communications equipm					Wireless Mar 17 thru Apr 16
9763894838	4/16/2016	8.16	0.00	06/07/2016	
101-410-511-5410 R&M - communications equipm					Wireless Mar 17 thru Apr 16
	9763894838 Total:	2,140.49			
	Verizon Wireless Total:	2,140.49			
Walsh, John					
WALSHJ					
052416	5/24/2016	1,824.00	0.00	06/07/2016	
101-300-512-5065 Tuition reimbursement					Educational assistance for two courses
	052416 Total:	1,824.00			
	Walsh, John Total:	1,824.00			
	Report Total:	253,451.43			

# Accounts Payable

## To Be Paid Proof List

User: korlich  
Printed: 06/01/2016 - 10:52AM  
Batch: 00106.06.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10480979-00	5/2/2016	5.64	0.00	06/07/2016	
101-420-511-5405 R&M - buildings					Electrical cover for Emergency generator
		<hr/>			
10480979-00 Total:		5.64			
		<hr/>			
Active Electrical Supply C		5.64			
Air One Equipment					
AIRONE					
113080	5/16/2016	234.00	0.00	06/07/2016	
101-350-512-5430 R&M - Fire & EMS equipmen					Female storz
		<hr/>			
113080 Total:		234.00			
		<hr/>			
Air One Equipment Total:		234.00			
Arrow Road Construction Co					
ARROWROA					
57989MB	5/18/2016	749.32	0.00	06/07/2016	
213-000-561-5340 Engineering					UPM cold patch material for potholes
		<hr/>			
57989MB Total:		749.32			
		<hr/>			
Arrow Road Construction C		749.32			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

Avalon Petroleum				
AVALON				
17049	5/11/2016	708.04	0.00	06/07/2016
101-350-512-5670 Fuel				Fuel usage
17049	5/11/2016	647.44	0.00	06/07/2016
101-440-513-5670 Fuel				Fuel usage
17049	5/11/2016	164.84	0.00	06/07/2016
205-430-515-5670 Fuel				Fuel usage
17049	5/11/2016	324.62	0.00	06/07/2016
660-620-519-5670 Fuel				Fuel usage
17049 Total:		1,844.94		
459410	5/11/2016	2,264.99	0.00	06/07/2016
101-300-512-5670 Fuel				Fuel usage
459410	5/11/2016	104.13	0.00	06/07/2016
101-350-512-5670 Fuel				Fuel usage
459410	5/11/2016	15.11	0.00	06/07/2016
101-400-511-5670 Fuel				Fuel usage
459410	5/11/2016	48.10	0.00	06/07/2016
101-410-511-5670 Fuel				Fuel usage
459410	5/11/2016	124.95	0.00	06/07/2016
101-420-511-5670 Fuel				Fuel usage
459410	5/11/2016	415.03	0.00	06/07/2016
101-440-513-5670 Fuel				Fuel usage
459410	5/11/2016	398.26	0.00	06/07/2016
205-430-515-5670 Fuel				Fuel usage
459410	5/11/2016	437.71	0.00	06/07/2016
660-620-519-5670 Fuel				Fuel usage
459410 Total:		3,808.28		
Avalon Petroleum Total:		5,653.22		

Best Quality Cleaning, Inc.				
BESTQU				
14946	5/20/2016	2,813.34	0.00	06/07/2016
101-420-511-5240 Janitorial				Cleaning Service - May
14946	5/20/2016	416.66	0.00	06/07/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-571-515-5240 Janitorial					Cleaning Service - May
14946 Total:		3,230.00			
Best Quality Cleaning, Inc.		3,230.00			
Electrical Resource Management ELECRES					
37429	5/6/2016	711.16	0.00	06/07/2016	
213-000-561-6310 Street lights' improvements					Gaskets for street lights
37429 Total:		711.16			
Electrical Resource Manag		711.16			
Essential Equipment Solutions ESSEN					
4671	5/26/2016	1,583.04	0.00	06/07/2016	
101-350-512-5665 Firefighting supplies					Multi gas detectors
4671 Total:		1,583.04			
Essential Equipment Soluti		1,583.04			
Golden West Industrial Supply GOLDEN					
2075459	5/9/2016	347.13	0.00	06/07/2016	
101-350-512-5770 Training supplies					LED Flares
2075459 Total:		347.13			
Golden West Industrial Sup		347.13			

Grainger  
GRAINGER

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
9120001673	5/23/2016	143.95	0.00	06/07/2016
101-350-512-5770				Training supplies
				Rope
		<u>143.95</u>		
9120001673 Total:		143.95		
		<u>143.95</u>		
Grainger Total:		143.95		
HMO Healthcare Service Corporation				
HMO				
Jun16	5/17/2016	11,144.24	0.00	06/07/2016
102-000-210-2027				Health insurance premium with
				Employee Health Insurance - Jun 16
		<u>11,144.24</u>		
Jun16 Total:		11,144.24		
		<u>11,144.24</u>		
HMO Healthcare Service C		11,144.24		
I/O Solutions, inc.				
IOSOLUTI				
C36861A	5/23/2016	1,357.15	0.00	06/07/2016
101-300-512-5399				Other professional services
				Police officer recruitment
		<u>1,357.15</u>		
C36861A Total:		1,357.15		
		<u>1,357.15</u>		
I/O Solutions, inc. Total:		1,357.15		
Lowe's Business Acc/GECE				
LOWES				
1139	5/20/2016	8.54	0.00	06/07/2016
101-440-513-5730				Program supplies
				Tarps for trees
		<u>8.54</u>		
1139 Total:		8.54		
		<u>8.54</u>		
1143	5/20/2016	112.32	0.00	06/07/2016
101-440-513-5730				Program supplies
				Portland cement for streets
		<u>112.32</u>		
1143 Total:		112.32		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
2145	5/18/2016	26.51	0.00	06/07/2016	Brush, PVC for Paint machine
101-440-513-5730 Program supplies					
2145 Total:		26.51			
2149	5/18/2016	26.85	0.00	06/07/2016	Emitter replacement for Paint machine
101-440-513-5730 Program supplies					
2149 Total:		26.85			
2150	5/18/2016	89.94	0.00	06/07/2016	Midland two way radio
101-440-513-5730 Program supplies					
2150 Total:		89.94			
2176	5/18/2016	10.43	0.00	06/07/2016	Ankers for Shop
101-410-511-5730 Program supplies					
2176 Total:		10.43			
2270	5/9/2016	16.71	0.00	06/07/2016	Keys, air freshner for Shop
101-410-511-5730 Program supplies					
2270 Total:		16.71			
2429	5/20/2016	13.93	0.00	06/07/2016	Couplings for streets
101-440-513-5730 Program supplies					
2429 Total:		13.93			
2527	5/11/2016	2.28	0.00	06/07/2016	Bolts for Parks
205-430-515-5730 Program supplies					
2527 Total:		2.28			
2531	5/11/2016	61.79	0.00	06/07/2016	Chain, locks, hardwood for Streets
101-440-513-5730 Program supplies					
2531 Total:		61.79			
2717	5/13/2016	30.08	0.00	06/07/2016	Fire extinguisher signs
101-410-511-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2717 Total:	30.08			
	Lowe's Business Acc/GEC	399.38			
Lurvey Landscape Supply					
LURVEY					
S1-10020306-01	5/26/2016	300.60	0.00	06/07/2016	
101-420-511-5680 Landscaping supplies					Mulch and Japanese forest grass
	S1-10020306-01 Total:	300.60			
T1-10153043	5/25/2016	179.30	0.00	06/07/2016	
101-440-513-5680 Landscaping supplies					Sod
	T1-10153043 Total:	179.30			
T1-10153113	5/25/2016	242.10	0.00	06/07/2016	
101-440-513-5680 Landscaping supplies					Top soil for streets
	T1-10153113 Total:	242.10			
T1-10153132	5/25/2016	-26.90	0.00	06/07/2016	
101-440-513-5680 Landscaping supplies					Credit
	T1-10153132 Total:	-26.90			
	Lurvey Landscape Supply	695.10			
Madison National Life					
MADISON					
1212679	5/19/2016	151.29	0.00	06/07/2016	
101-200-511-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	92.39	0.00	06/07/2016	
101-210-511-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	53.31	0.00	06/07/2016	
101-240-517-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	621.47	0.00	06/07/2016	
101-300-512-5150 Insurance - group life & AD&D					Life insurance - May

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
1212679	5/19/2016	17.02	0.00	06/07/2016	
101-350-512-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	64.71	0.00	06/07/2016	
101-400-511-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	35.16	0.00	06/07/2016	
101-410-511-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	95.74	0.00	06/07/2016	
101-440-513-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	57.79	0.00	06/07/2016	
205-430-515-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	72.95	0.00	06/07/2016	
205-500-515-5150 Insurance - group life & AD&D					Life insurance - May
1212679	5/19/2016	94.44	0.00	06/07/2016	
660-620-519-5150 Insurance - group life & AD&D					Life insurance - May
	1212679 Total:	1,356.27			
	Madison National Life Tot	1,356.27			
New Pig Corporation					
NEWPIG					
21932729-00	5/10/2016	160.74	0.00	06/07/2016	
101-410-511-5730 Program supplies					Rag bags for shop
	21932729-00 Total:	160.74			
	New Pig Corporation Total	160.74			
North Suburban					
NORTHSUB					
473-93437	5/13/2016	106.99	0.00	06/07/2016	
205-430-515-5480 R&M - vehicles					Battery for tractor 1
	473-93437 Total:	106.99			
473-93440	5/13/2016	106.99	0.00	06/07/2016	
205-430-515-5480 R&M - vehicles					Battery for tractor 8

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	473-93440 Total:	106.99			
473-93537	5/13/2016	-18.00	0.00	06/07/2016	
205-430-515-5480 R&M - vehicles					Core
	473-93537 Total:	-18.00			
473-9431	5/23/2016	23.94	0.00	06/07/2016	
205-430-515-5480 R&M - vehicles					Switch for riding mower
	473-9431 Total:	23.94			
	North Suburban Total:	219.92			
Rondout Service Center					
RONDOUT					
7945	5/9/2016	88.25	0.00	06/07/2016	
101-440-513-5480 R&M - vehicles					Safety line inspection
7945	5/9/2016	123.25	0.00	06/07/2016	
660-620-519-5730 Program supplies					Safety line inspection
	7945 Total:	211.50			
8306	5/13/2016	35.00	0.00	06/07/2016	
101-440-513-5480 R&M - vehicles					Safety line inspection
	8306 Total:	35.00			
	Rondout Service Center To	246.50			
Rush Truck Centers of Illinois, Inc					
RUSHTRUC					
3002562884	5/12/2016	744.35	0.00	06/07/2016	
101-440-513-5480 R&M - vehicles					Wheels for Truck 3
	3002562884 Total:	744.35			
3002666687	5/23/2016	41.79	0.00	06/07/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-440-513-5480 R&M - vehicles					Horn air
		41.79			
3002666687 Total:		41.79			
		786.14			
Rush Truck Centers of Illin		786.14			
Russo Power Equipment					
RUSSO					
3152550	5/20/2016	491.19	0.00	06/07/2016	
205-430-515-5730 Program supplies					Damper control switch, regulator, key ignition
		491.19			
3152550 Total:		491.19			
		491.19			
Russo Power Equipment T		491.19			
Schmidt, Julie					
SCHIMDTJ					
160284	5/13/2016	1,000.00	0.00	06/07/2016	
101-000-210-2620 Contractor bonds payable					Driveway deposit refund
		1,000.00			
160284 Total:		1,000.00			
		1,000.00			
Schmidt, Julie Total:		1,000.00			
Sievert Electric Service & Sales					
SIEVERTE					
S44493	5/20/2016	227.25	0.00	06/07/2016	
660-620-519-5405 R&M - buildings					Annual OSHA inspections
S44493	5/20/2016	227.25	0.00	06/07/2016	
101-420-511-5405 R&M - buildings					Annual OSHA inspections
		454.50			
S44493 Total:		454.50			
		454.50			
Sievert Electric Service &		454.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
The Blue Line					
THEBLUEL					
34002	5/24/2016	298.00	0.00	06/07/2016	
101-200-511-5510 Advertising					Communications operator recruitment
	34002 Total:	298.00			
34003	5/24/2016	298.00	0.00	06/07/2016	
101-200-511-5510 Advertising					Communications operator recruitment
	34003 Total:	298.00			
	The Blue Line Total:	596.00			
Thompson Elevator Inspection Service, Inc.					
THOMPSON					
16-1527	12/27/2016	100.00	0.00	06/07/2016	
101-240-517-5399 Other professional services					One elevator plan review
	16-1527 Total:	100.00			
	Thompson Elevator Inspec	100.00			
Trizetto Provider Solutions					
TRIZETTO					
7108051600	5/1/2016	186.05	0.00	06/07/2016	
101-000-410-4315 Ambulance & EMS fees					Claims transaction fee for ambulance
	7108051600 Total:	186.05			
	Trizetto Provider Solutions	186.05			
Warehouse Direct					
WAREHOUS					
3060516-0	5/5/2016	87.24	0.00	06/07/2016	
101-100-511-5700 Office supplies					Office supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
3060516-0 Total:		87.24			
3060517-0	5/5/2016	106.53	0.00	06/07/2016	Office supplies
205-500-515-5700 Office supplies					
3060517-0 Total:		106.53			
3060518-0	5/5/2016	251.72	0.00	06/07/2016	Office supplies
101-350-512-5700 Office supplies					
3060518-0 Total:		251.72			
3060519-0	5/5/2016	81.52	0.00	06/07/2016	Office supplies
101-240-517-5700 Office supplies					
3060519-0 Total:		81.52			
3062927-0	5/9/2016	190.50	0.00	06/07/2016	Office supplies
101-400-511-5700 Office supplies					
3062927-0 Total:		190.50			
3074703-0	5/19/2016	99.06	0.00	06/07/2016	Office supplies
101-300-512-5730 Program supplies					
3074703-0 Total:		99.06			
3074706-0	5/19/2016	430.16	0.00	06/07/2016	Office supplies
101-210-511-5700 Office supplies					
3074706-0 Total:		430.16			
Warehouse Direct Total:		1,246.73			
Westmont Auto Parts					
WESTMONT					
12558	5/23/2016	240.28	0.00	06/07/2016	Tensioner and belt for Squad 216
101-300-512-5480 R&M - vehicles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	12558 Total:	240.28			
12595	5/25/2016	66.73	0.00	06/07/2016	Window regulator
	101-300-512-5480 R&M - vehicles				
	12595 Total:	66.73			
	Westmont Auto Parts Total	307.01			
Wholesale Direct Inc					
WHOLESALE					
221212	5/23/2016	228.45	0.00	06/07/2016	Revolving lights for Truck 1
	101-440-513-5480 R&M - vehicles				
	221212 Total:	228.45			
	Wholesale Direct Inc Total	228.45			
Wirfs Industries					
WIRFS					
30783	5/17/2016	1,075.00	0.00	06/07/2016	Repairs and pump test E15
	101-350-512-5480 R&M - vehicles				
	30783 Total:	1,075.00			
	Wirfs Industries Total:	1,075.00			
Xerox Business Services, LLC					
XEROX					
1267906	5/12/2016	3,975.00	0.00	06/07/2016	Firehouse cloud licenses
	101-250-511-6530 Equipment - data processing				
	1267906 Total:	3,975.00			
	Xerox Business Services, L	3,975.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Zoll Data System ZOLLDATA 9027048	5/16/2016	1,017.50	0.00	06/07/2016	Rescue net maintenance for ambulance billing
101-350-512-5330 Data processing					
9027048 Total:		1,017.50			
Zoll Data System Total:		1,017.50			
Report Total:		39,700.33			



## *Proclamation*

**WHEREAS**, for over 100 years, the Olympic movement has built a more peaceful and better world by educating young people through amateur athletics, by bringing together athletes from many countries in friendly competition, and by forging new relationships bound by friendship, solidarity, and fair play; and

**WHEREAS**, the United States Olympic Committee is dedicated to coordinating and developing amateur athletic activity in the United States to foster productive working relationships among sports-related organizations; and

**WHEREAS**, the Village of Lincolnwood promotes and encourages physical activity involving Olympic and Paralympic sport; and

**WHEREAS**, the Village of Lincolnwood promotes and encourages physical fitness and public participation in amateur athletic activities; and

**WHEREAS**, the Village of Lincolnwood assists organizations and persons concerned with sports in the development of athletic programs for able-bodied and disabled athletes regardless of age, race, or gender; and

**WHEREAS**, June 23 is the anniversary of the founding of the modern Olympic movement:

**NOW, THEREFORE, BE IT RESOLVED** that I, Gerald C. Turry, President of the Village of Lincolnwood along with the Village Board of Trustees formally designate June 23, 2016 as

### **Olympic Day**

in the Village of Lincolnwood; and urge all citizens and community organizations join in this observance.

DATED this 7<sup>th</sup> day of June, 2016

ATTEST:

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Beryl Herman  
Village Clerk

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Gerald C. Turry  
Village President

## RESUME

HENRY N. NOVOSELSKY

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### CIVIC ACTIVITIES

**Citizens Blue Ribbon Committee to Revise Comprehensive Land Plan.** 2000-01. Member

**Streets and Alleys Ad Hoc Committee.** 1999-01. Member

**District 74 Caucus.** Chairman 1993-95. Delegate 1987-93.

**District 74 Remodeling Committee.** Chairman 1993-94. Advisory committee to Board of Education regarding designated aspects of remodeling / new construction.

**Friends of Education (School Bond Referendum).** 1992. Steering Committee member and Election Day Coordinator. Responsible for all election day activities.

**Lincolnwood Better Government Organization.** 1988-89. Founding member. Member of Executive Committee. Platform Committee Chairman: responsible for drafting and submission of platform. Temporary Chairman, Nominating Committee. Coordinated and acted as speaker at various public meetings. Candidate for Trustee (1989).

**Channel Runne Park Development Committee.** - 1988. Member

**Lincolnwood Constitutional Bicentennial Committee.** 1987. Event Chairman, Lincolnwood Constitutional Bicentennial Celebration, September 13, 1987. Coordinated and responsible for: fund raising; parade; dedication ceremony - Veteran's Memorial (color guards, bands, guest speakers); play, guest speakers, children's activities; military displays and participation.

**Legal Counsel - Niles Township Jewish Congregation.** 1986-1989. Performed duties of corporate counsel.

**Library 84.** 1984. Resident Committee Chairman. Responsible for all resident fund raising events and activities: publicity, fund raising and solicitations; planned and coordinated various resident events - Chicago White Sox Outing, Pizza Sales, etc.

**Lincolnwood Citizens Committee.** 1983-84. Founding member and member of Board of Directors. Active in coordinating opposition to PUD application of Bell & Howell: coordinated and acted as principal speaker at various public, open meetings; additional legal counsel at hearings before Zoning Board of Appeals and Plan Commission and Village Board.

**Lincolnwood Friends of the Library.** Member, many years; Sponsor, Lincolnwood Literary Festival.

**Lincolnwood Resident.** 45+ years

## PROFESSIONAL RESUME

### HENRY N. NOVOSELSKY

#### EDUCATION

J.D., DePaul University College of Law, *cum laude*, 1966 (Associate Editor, *DePaul Law Review*)  
B.A., Roosevelt University, 1962

#### PROFESSIONAL EXPERIENCE

2012 – to date: Of Counsel, Harrison & Held, LLP, Chicago  
1985 – 2012: Partner, Litigation. Shaheen, Novoselsky, Staat & Filipowski, P.C., Chicago  
1970 – 1985: Partner, Litigation. Levin, Ginsburg & Novoselsky, Chicago  
1970 – 1976: Administrative Law Judge. Per Diem. State of Illinois  
Commerce Commission (1970-1973); Secretary of State (1973); Department of Revenue (1973-1976)  
1966 – 1970: Assistant Corporation Counsel, City of Chicago, Appeals and Torts Divisions

Civil litigation before trial and appellate courts, representing parties in business dissolution, unfair competition disputes, injunctive proceedings, zoning and land use matters, contested estate and trust matters, will and trust contests, trust enforcement, construction and reformation, breach of fiduciary duty claims, and contested guardianship proceedings. Established important precedents in estate and trust law, estate planning malpractice, and the laws governing covenants not to compete and restraints upon competition.

#### JURISDICTIONS ADMITTED TO PRACTICE

Illinois  
United States District Court, Northern District of Illinois (trial bar)  
United States Court of Appeals, Seventh Circuit  
United States Supreme Court

#### PROFESSIONAL AND BAR ASSOCIATION MEMBERSHIPS

Appellate Lawyers Association of Illinois  
Illinois State Bar Association  
American Bar Association

#### REPRESENTATIVE PUBLISHED DECISIONS

*Petersen v. Wallach*, 764 N.E.2d 19 (Ill. Sup. 2002)  
*Woodfield Group v. DeLisle*, 693 N.E.2d 464 (Ill. App. 1998)  
*Trans-Aire International v. Northern Adhesive Co.*, 882 F.2d 1259 (7<sup>th</sup> Cir. 1989)

#### REPRESENTATIVE CLIENTS

Fifth Third Bank  
JPMorgan Chase, N.A.  
MB Financial Bank  
The Northern Trust Company  
Trust Company of Illinois  
Merrill Lynch Trust Company

#### REPRESENTATIVE PRESENTATIONS AND PUBLICATIONS

- Guest Speaker: Chicago Bar Association, Probate Section; Decalogue Society of Lawyers (various topics and dates)
- Guest Speaker: “*Becoming the Trustee of a Family Trust: How to Protect Yourself From Personal Liability*”  
Union League Club of Chicago, Financial Services Group, 2008, 2004
- Webinar: “*Becoming the Trustee of a Family Trust: How to Protect Yourself From Personal Liability*”  
Shaheen, Novoselsky, Staat, Filipowski & Eccleston, P.C., 2006
- Article: “*Protection of Sensitive Business Information: Non-Disclosure Agreements*”  
SNSFE Quarterly Review, 2006

#### AWARDS AND DISTINCTIONS

AV Peer Review Rating, Martindale-Hubbell  
Illinois *Super Lawyer*  
Illinois *Leading Lawyer*, Civil Appellate Law, Commercial Litigation Law

# Request For Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Authorizing the Amended Employment Agreement Between the Village of Lincolnwood and Timothy C. Wiberg

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Since June 1, 2003, Timothy C. Wiberg has served as the Village Manager. The current Employment Agreement is due to expire on July 16, 2016. The Village Board has indicated its intent to continue to employ Mr. Wiberg as Village Manager.

The subject Agreement is for an initial term of two years, with a provision which allows the Agreement to automatically be renewed for an additional two year period.

**FINANCIAL IMPACT:**

Funding for the employment of the Village Manager is contained in the Village Manager's Office budget.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing an amended employment agreement with Timothy C. Wiberg to serve as Village Manager.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION APPROVING AN AMENDED  
EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF LINCOLNWOOD  
AND TIMOTHY C. WIBERG**

WHEREAS, pursuant to Article 3 of Chapter 4 of the Municipal Code of Lincolnwood, as amended, the Village President is authorized to appoint, with the consent of the Board of Trustees, a Village Manager; and

WHEREAS, the Village President and Board of Trustees have appointed Timothy C. Wiberg (“*Wiberg*”) as Village Manager, and in furtherance thereof the Village has entered into that certain Employment Agreement dated August 16, 2007, with Wiberg; and

WHEREAS, the Village and Wiberg desire to enter into an Amended Employment Agreement for the continued employment by the Village of Wiberg as Village Manager (“*Amended Agreement*”); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Amended Agreement with Wiberg 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 RESTATED AND AMENDED EMPLOYMENT AGREEMENT. The Amended Agreement by and between the Village and Wiberg shall be, and is hereby, approved in substantially the form attached to this Resolution as Exhibit A.

SECTION 3. EXECUTION OF AGREEMENT. The Village President and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Amended Agreement upon receipt by the Village Clerk of at least one original copy of the Amended Agreement executed by Wiberg; provided, however, that if the executed copy of the Amended 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 shall, at the option of the Village Council, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of June, 2016.

AYES: \_\_\_\_\_

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_\_ day of June, 2016.

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of June, 2016

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

## AMENDED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("*Agreement*") is made and entered into this 7 day of June, 2016 ("*Effective Date*"), by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("*Village*"), and **TIMOTHY C. WIBERG** ("*Wiberg*").

### RECITALS:

**WHEREAS**, the Village has employed Wiberg as Village Administrator and as Village Manager ("*Manager*") since June 1, 2003; and

**WHEREAS**, on August 16, 2007, the Village and Wiberg entered into an Employment Agreement to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Wiberg ("*2007 Agreement*"); and

**WHEREAS**, the Village desires to continue to employ Wiberg as Manager of the Village; and

**WHEREAS**, it is the desire of the Village Board of Trustees ("*Board*") to restate and amend the 2007 Agreement with Wiberg; and

**WHEREAS**, Wiberg desires to continue employment as Manager; and

**WHEREAS**, the parties acknowledge that Wiberg is a member in good standing of the International City/County Management Association ("*ICMA*") and that Wiberg is subject to the ICMA Code of Ethics, and that as an employee of the Village, Wiberg will also be subject to the Village Code of Ethics;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and

sufficiency of which are mutually acknowledged by the parties hereto, the Village and Wiberg hereby agree as follows:

**SECTION 1. RECITALS.** The foregoing recitals are hereby incorporated into and are deemed to be an integral part of this Agreement.

**SECTION 2. DUTIES.** Wiberg shall perform the functions and duties specified for the Manager, as more fully described under Article 3 of Chapter 4 of the Municipal Code of Lincolnwood, as amended (“*Village Code*”), and shall perform other legally permissible and proper duties and functions as the Board shall from time to time assign. Wiberg shall perform all such duties and functions in a manner consistent with Article 4 of Chapter 1 of the Village Code (“*Village Ethics Ordinance*”) and with the ICMA Code of Ethics. In the event of any conflict between the Village Ethics Ordinance and the ICMA Code of Ethics, the Village Ethics Ordinance shall control.

**SECTION 3. EMPLOYMENT.** This Agreement shall be effective as of the Effective Date set forth above and shall remain in full force and effect until terminated by either the Village or Wiberg as set forth below. During the term of this Agreement, Wiberg shall be in the exclusive employ of the Village and shall not accept other employment or carry out any other business except that of the position of Manager, without prior written approval of the Board.

**SECTION 4. SALARY.** Wiberg’s current base salary for services rendered pursuant to this Agreement is \$194,157 and is subject to annual adjustments on the basis of his performance evaluations as set forth in Section 11 below. Said salary is payable in installments at the same time as other management employees of the Village are paid. The Village shall adjust Wiberg’s other benefits, except for the deferred compensation contribution set forth in Section 12 below, in such amounts as are generally provided other Village employees.

**SECTION 5. TERM AND TERMINATION.**

A. Unless sooner terminated in accordance with the terms set forth herein, the term of this Agreement will be for an initial period of 24 months, beginning on the Effective Date of this Agreement and ending on June 7, 2018 (“*Initial Term*”). Unless the Board provides written notice of termination of this Agreement not less than 180 days prior to the expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for an additional period of 24 months from the last date of the prior term (“*Renewal Term*”). If the Board notifies Wiberg of its intent to terminate the Agreement as herein, the Village shall provide Wiberg with severance pay in an amount equal to three months of his annual base salary at the time of such termination.

B. This Agreement may be terminated by the Village with cause at any time, subject only to the provisions set forth in Section 6 below.

C. Either party may terminate this Agreement at any time without cause upon not less than 30 days prior written notice to the other party.

D. Termination of this Agreement by the Board shall be effectuated pursuant to Article 3 of Chapter 4 of the Village Code and any other applicable provisions of the Village Code.

**SECTION 6. SEVERANCE WITH CAUSE.**

A. In the event the Board terminates this Agreement with cause, no severance pay will be paid to Wiberg. For the purposes of this Agreement, “with cause” shall mean that the Board, at a duly noticed public meeting, has determined that Wiberg has: (i) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of his employment when specifically directed to do so by a majority of the Board at a duly noticed

public meeting; or (ii) Wiberg has been charged with, and convicted of, a felony as defined under the Illinois Compiled Statutes (in the event that Wiberg is charged with a felony, the Board may, in its sole discretion, choose to suspend Wiberg with pay during the pendency of any such prosecution); or (iii) Wiberg has materially failed to perform a significant portion of his duties as the Manager as set forth in this Agreement; or (iv) Wiberg has caused or allowed any practice, activity, decision or organizational circumstance which is either illegal, immoral, or in violation of the Village Ethics Ordinance or the ICMA Code of Ethics.

B. In the event the Board makes a determination that “cause” exists, as set forth in this Section 6 above, the Board may, in its sole discretion, as an alternative to termination, suspend Wiberg with or without pay for a period of up to 30 days.

#### **SECTION 7. SEVERANCE WITHOUT CAUSE.**

A. In the event the Board terminates this Agreement without cause, Wiberg shall be entitled to severance pay in an amount equal to nine months of his annual base salary at the time of such termination. Wiberg shall also be entitled to compensation for all earned sick leave, vacation, and other accrued benefits to date (collectively, “*Accrued Benefits*”), calculated based on Wiberg’s annual base salary at the time of termination. These Accrued Benefits terminate at the time of termination.

B. In the event the Board materially breaches any term of this Agreement, and after written notice, fails to cure said material breach within 10 days, then Wiberg, at his option, may be deemed to have been terminated without cause.

C. In the event the Board terminates this Agreement without cause, the Board shall authorize payment of a lump sum cash payment in the amount of \$2,000.00 for outplacement services and for other various job search expenses to be incurred by Wiberg.

D. Any payment of severance pay benefits or of Accrued Benefits hereunder is expressly conditioned upon Wiberg's execution of a release of any and all claims Wiberg may have against the Village, its employees and the Board.

**SECTION 8. VOLUNTARY RESIGNATION.** Wiberg shall not be entitled to any severance pay benefits if his termination of employment is voluntary. However, Wiberg shall still be entitled to all Accrued Benefits as of the date of such termination.

**SECTION 9. INSURANCE COVERAGE.**

A. Wiberg shall be covered by the same health, dental and disability plans as all other Village employees, and that coverage shall be in full force and effect immediately upon the Effective Date of this Agreement, including no waiting period for pre-existing conditions.

B. The Village shall continue to maintain the existing life insurance policies, the death benefits of which are equal to an amount which is two times Wiberg's annual gross salary at the time of execution of the initial agreement between Wiberg and the Village. Wiberg shall have the sole and exclusive right to name the beneficiaries of said policies.

**SECTION 10. AUTOMOBILE AND CELLULAR TELEPHONE.** The Village shall provide an automobile allowance to Wiberg in the amount of \$500 per month, payable on or about the first of each month during the term of this Agreement. Said car allowance is intended to reimburse Wiberg for local travel only, defined as travel within the Chicago metropolitan area. All approved travel outside the Chicago metropolitan area shall be reimbursed at a per mile rate equal to the allowable rate then in effect under Internal Revenue Service regulations. The Village shall also provide a cellular telephone to Wiberg for both business use and his exclusive and unrestricted personal use during the term of his employment under this Agreement.

**SECTION 11. PERFORMANCE EVALUATION.**

A. The Board shall annually review and evaluate Wiberg's performance as far in advance of the adoption of the annual appropriation ordinance, as feasible. Wiberg's review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Wiberg. Said criteria may be amended from time to time by the Board, in consultation with Wiberg. The Board shall provide Wiberg with a summary of the results of the review and provide him with an adequate opportunity to discuss his evaluation with the Board.

B. Wiberg and the Board shall annually define such goals and performance objectives which they determine necessary or prudent for the proper operation of the Village and the attainment of the Board's policy goals and objectives, and they shall further establish a relative priority among those various goals and objectives, which shall generally be attainable within the time limitations specified and within the limitations of the annual appropriation ordinance.

**SECTION 12. DEFERRED COMPENSATION; RETIREMENT BENEFITS.**

A. The Village agrees to pay Wiberg annual deferred compensation in monthly installments equal to 6.5% of and from Wiberg's base salary, calculated upon the base salary as of the date of said payment. This deferred compensation shall be paid to the International City/County Management Association-Retirement Corporation ("**ICMA-RC**"), or any other retirement fund or funds designated in writing by Wiberg, on or around the first day of each month during the time Wiberg is employed under this Agreement.

B. The Village shall execute all necessary agreements provided by ICMA-RC for Wiberg's continued participation in said ICMA-RC retirement plan. The Village further agrees to transfer ownership of Wiberg's ICMA-RC retirement plan to any succeeding employers in the event of Wiberg's termination from the Village's employ, for whatever reason.

C. Wiberg shall be covered and governed by the same retirement system as all other non-public safety Village employees. Calculations for retirement contributions shall include all compensation normally reportable to the Internal Revenue Service, including deferred compensation, if applicable.

**SECTION 13. VACATION AND SICK LEAVE.**

A. The Village shall provide Wiberg with 25 business days of vacation leave annually, beginning on the effective date of this Agreement and continuing on June 1<sup>st</sup> of each year of this Agreement. Wiberg may accumulate up to a maximum of 30 vacation days.

B. Wiberg will accrue sick leave, and may redeem same, in the same manner as all other Village employees.

**SECTION 14. HOUSING ALLOWANCE.**

A. Pursuant to Section 14.A of the 2007 Agreement, the Village provided Wiberg with a housing allowance in the form of a loan in the amount of \$150,000.00 ("**Loan**") for the purpose of improving Wiberg's current residence or acquiring a residence within the previously-established "relocation area" ("**Residence**"). Wiberg restates his representation and agreement that the Loan has been used and shall be used for said purposes, and no other. The Loan is and shall continue to be evidenced by a promissory note ("**Note**") that has been executed by Wiberg. The entire unpaid principal balance on the Note and any accrued interest thereon, if any, is and shall continue to be payable by Wiberg 360 days after the date Wiberg ceases, for any reason, to be employed by the Village ("**Termination Date**"). Pursuant to Section 14.A of the 2007 Agreement, no interest has accrued on the unpaid principal balance of the Loan, and, because Wiberg did not voluntarily terminate his employment with the Village prior to June 1, 2012, no interest will accrue at any time on the unpaid principal balance of the Loan.

B. The Loan is and shall continue to be secured by a second mortgage (“Second Mortgage”) in favor of the Village, in the form attached hereto as Exhibit A, and incorporated herein by reference. The Village has subordinated the Second Mortgage to the first mortgage lien on the Residence, only in the event that the aggregate principal amounts of the Loan and the first mortgage lien do not exceed the purchase price of the Residence. The Loan may be prepaid at any time in whole or in part without penalty.

C. Wiberg has procured and maintained, and shall continue to maintain for the entire period that any portion of the Loan is outstanding, homeowner’s insurance on the Residence naming the Village as an additional insured with coverage amounts as shall be reasonably acceptable to the Village.

D. Beginning on June 1, 2013, and on every June 1st thereafter for as long as Wiberg is employed by the Village under this Agreement, the Village shall forgive the current balance of the Loan at a rate of \$10,000 per year. The Village and Wiberg acknowledge and agree that the current balance of the Loan as of the Effective Date of this Agreement is \$100,000. Upon Wiberg’s written request, the Village shall deliver to Wiberg a statement and a partial release as to the amount forgiven and the remaining balance of the Loan. In the event the Loan has been forgiven or paid in full, the Village shall record a release of its lien against the Residence.

**SECTION 15. DUES AND SUBSCRIPTIONS.** The Village agrees to budget for and to pay for Wiberg’s professional dues and subscriptions necessary for his continuation and full participation in national, regional, state and local associations and organizations as a result of his position as Manager, and for other necessary and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the Village.

**SECTION 16. PROFESSIONAL DEVELOPMENT.**

A. The Village hereby agrees to budget for and to pay for Wiberg's travel expenses of professional and official travel, meetings, and occasions it deems necessary to continue his professional development and to adequately pursue necessary official functions for the Village, including but not limited to the ICMA Annual Conference, and such other national, regional, state, and local governmental groups and committees thereof upon which Wiberg may serve as an officer or member. Travel to any conference not within the contiguous United States must have prior written approval from the Board.

B. The Village also agrees to budget for and to pay for Wiberg's travel expenses for short courses, institutes and seminars that it deems necessary for his professional development and for the good of the Village.

**SECTION 17. CIVIC CLUB MEMBERSHIP.** The Village recognizes the desirability of representation in and before local civic and other organizations, and Wiberg is authorized to become a member of such civic clubs or organizations for which the Village shall pay all expenses. Wiberg shall report to the Village on each membership that he has taken out at the Village's expense. Civic club memberships do not include memberships in any public or private clubs.

**SECTION 18. GENERAL EXPENSES.** The Village recognizes that certain expenses of a non-personal and generally job-affiliated nature will be periodically incurred by Wiberg. The Village agrees to reimburse Wiberg for these general expenses or to pay said general expenses directly. The Village herein authorizes its Finance Director to submit for payment on the list of bills reimbursement of expenses referenced herein to Wiberg or to pay said expenses directly to the vendor based upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

**SECTION 19. INDEMNIFICATION.** In addition to that required under state and local law, the Village shall defend, save harmless, and indemnify Wiberg from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Wiberg's duties as prescribed by the Village Code or the separate directions of the Board. The Village shall have the right to compromise, settle or litigate any such claim or suit, and pay the amount of any settlement or judgment rendered thereon.

**SECTION 20. BONDING.** The Village shall bear the full cost of any fidelity or other bonds required of Wiberg under any law or ordinance.

**SECTION 21. NO REDUCTION OF BENEFITS.** The Village shall not, at any time during the term of this Agreement, reduce Wiberg's salary, compensation, or other financial benefits.

**SECTION 22. NOTICES.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (iii) transmitted by facsimile prior to 4:00 P.M. on any business day, with a hard copy to be deposited in the U.S. Mail on the date of the facsimile transmission; or (iv) given to a recognized and reputable overnight delivery service, to the address or facsimile number set forth below:

If to the VILLAGE: Gerald C. Turry, Village President  
Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
Facsimile: 847/673-9382

If to Wiberg: Timothy C. Wiberg  
1958 Robincrest Lane

or at such other address or facsimile number, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

**SECTION 23. GENERAL PROVISIONS.**

A. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. Specifically, and without limitation of the foregoing, in the event of a conflict between the 2007 Agreement and this Agreement, this Agreement shall control

B. No amendment or waiver of any provision in this Agreement will be binding on the Village or Wiberg unless and until it has been reduced to writing and executed by the Village President, as may be authorized by the Board, and Wiberg.

C. This Agreement is adopted pursuant to the Village' s home rule authority, in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970.

D. This Agreement shall become effective upon adoption and approval by the Board.

E. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Village or Wiberg of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

F. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party

and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

G. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

H. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

I. Time is of the essence in this Agreement.

J. This Agreement may not be assigned, in whole or in part.

K. This Agreement is entered into in Illinois and shall be construed and interpreted under the laws of the State of Illinois.

L. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

M. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

N. The Board, in consultation with Wiberg, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to Wiberg's performance as an employee; provided, however, that such terms and conditions are reasonable and not inconsistent or in conflict with the provisions of this Agreement.

O. Except for the benefits specifically provided herein for Wiberg, all other provisions of the Village Code, and all regulations and rules of the Village relating to other fringe benefits and working conditions as currently exist or as may hereafter be amended, shall apply to Wiberg as they would to other employees of the Village.

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

**IN WITNESS WHEREOF**, TIMOTHY C. WIBERG has signed and executed this Agreement on the day and year first above written and the Village of Lincolnwood has caused this Agreement to be signed and executed on its behalf by its Village President and duly attested by its Deputy Village Clerk as of the day and year first above written.

**VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Gerald C. Turry, Village President                      Timothy C. Wiberg

ATTEST:

\_\_\_\_\_  
Village Clerk

#11349837\_v1

# Request For Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Village Clerk's Office

**SUBJECT:** Approval of a Resolution Regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village Board met on May 17, 2016 during a Closed Session Meeting to consider whether to authorize the erasure of audiotapes of certain Closed Session meetings as well as to review and discuss whether certain Closed Session minutes should be released or remain confidential.

The attached Resolution reflects the new meeting dates which no longer need to remain confidential.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Schedule A

**RECOMMENDED MOTION:**

**Move to approve** the Resolution regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION APPROVING THE RELEASE OF CERTAIN WRITTEN MINUTES  
AND THE DESTRUCTION OF VERBATIM RECORDS OF CERTAIN CLOSED  
MEETINGS OF THE VILLAGE BOARD OF TRUSTEES**

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, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("**Act**"), since January 1, 2004, the Village has maintained audiotaped verbatim records, and has approved written minutes, of all meetings of the Village Board of Trustees and of the Village Board Committee of the Whole that were closed to the public pursuant to the Act (collectively, the "**Closed Meetings**"); and

WHEREAS, pursuant to Section 2.06(c) of the Act, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to destroy the audiotaped verbatim records of those Closed Meetings occurring prior to December 7, 2014; and

WHEREAS, pursuant to Section 2.06(d) of the Act, the President and Board of Trustees have conducted its twice-annual review of all written minutes of the Closed Meetings; and

WHEREAS, the President and Board of Trustees have determined that confidential treatment is no longer necessary for the written minutes of those Closed Meetings that are identified in Schedule A attached to and, by this reference, made a part of this Resolution, and that such minutes may be made available for public inspection; and

WHEREAS, the President and Board of Trustees have determined that a need for confidentiality still exists as to the written minutes of all Closed Meetings that are not identified in Schedule A 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. PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The President and Board of Trustees shall, and do hereby, authorize the public inspection of the written minutes of those Closed Meetings that are identified in Schedule A of this Resolution, in accordance with and pursuant to the Act and the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*

SECTION 3. DETERMINATION OF CONFIDENTIALITY. The President and Board of Trustees shall, and do hereby, determine that a need for confidentiality still exists as to the written minutes of all Closed Meetings that are not identified in Schedule A of this Resolution and for which the Village has not previously authorized public inspection.

SECTION 4. DESTRUCTION OF VERBATIM RECORDINGS. The President and Board of Trustees shall, and do hereby, authorize and direct the Village Clerk to destroy all audiotaped verbatim records of all Closed Sessions occurring prior to December 7, 2014.

SECTION 5. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

PASSED this 7<sup>th</sup> day of June, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this 7<sup>th</sup> day of June, 2016.

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

ATTESTED and FILED in my office this  
7<sup>th</sup> day of June, 2016

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

## **SCHEDULE “A”**

No Longer Require Confidential Treatment  
As of May 17, 2016

July 9, 1998 Village Board  
March 2, 2000 Village Board  
April 6, 2000 Village Board  
December 18, 2012 Village Board  
January 15, 2013 Village Board  
February 5, 2013 Village Board  
August 20, 2013 Village Board  
July 15, 2014 Committee of the Whole  
November 4, 2014 Village Board  
February 3, 2015 Village Board  
February 9, 2015 Committee of the Whole  
February 17, 2015 Committee of the Whole  
November 3, 2015 Village Board  
January 19, 2016 Village Board  
March 1, 2016 Committee of the Whole

# Request For Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of an Ordinance (A) Waiving the Bid Process and Awarding a Proposal from Christopher B. Burke Engineering, Ltd. for Construction Engineering for the Pratt Avenue Resurfacing Project, (B) Authorizing the Village President to Execute both a Construction Engineering Agreement for Federal Participation and a Local Agency Agreement for Federal Participation for Construction for the Pratt Avenue Resurfacing Project

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On December 17, 2014 the Village received a notice from the North Shore Council of Mayors that Surface Transportation Program (STP) grant funds were awarded to resurface Pratt Avenue from Lockwood Avenue to Crawford Avenue. The total grant awarded was for 70% of the cost of Phase II engineering and construction, with the Village responsible for a 30% local match.

Phase I engineering was not eligible for grant funding. On May 22, 2015 the Village Manager executed a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) to complete Phase I engineering for the project. On September 16, 2015 the Village Board approved the Phase II engineering and local agency agreement for the project.

The attached agreements are for Phase III of the project. This includes construction engineering and construction costs. The grant amount for construction and construction engineering is \$630,800 with a local match of \$270,400 for a total estimated project cost of \$901,200.

Once the attached agreements are executed they will be submitted to the Illinois Department of Transportation (IDOT) for signatures. Resurfacing of Pratt Avenue is scheduled to occur in the Fall of 2016.

**FINANCIAL IMPACT:**

\$751,500 is budgeted in the FY 16/17 Motor Fuel Tax Fund for construction as well as \$47,600 for consulting services.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Proposed Construction Engineering Agreement for Federal Participation
3. Proposed Local Agency Agreement for Federal Participation
4. Christopher B. Burke Engineering, Ltd. Proposal

**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 improvements to Pratt Avenue.

**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 IMPROVEMENTS TO PRATT AVENUE**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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 \_\_\_\_\_, 2016

\_\_\_\_\_  
Village Clerk

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 IMPROVEMENTS TO PRATT AVENUE**

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 administers the Surface Transportation Program ("*STP*"), which authorizes state departments of transportation to award grants for surface transportation projects; and

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

WHEREAS, the Village applied for, and received, a STP grant to resurface Pratt Avenue from Lockwood Avenue to Crawford Avenue ("*Improvements*"); and

WHEREAS, the Village previously retained Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois ("*CBBEL*") to provide Phase I engineering services and Phase II design services related to the construction of the Improvements; and

WHEREAS, in order to construct Improvements, the Village now desires to secure construction engineering services for the construction of the Improvements ("*Phase III Services*"); and

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

WHEREAS, the Village President and Board of Trustees have determined that CBBEL is qualified to provide the Phase III Services in an efficient and cost-effective manner, and that it is appropriate and in the best interest of the Village for CBBEL to provide the Phase III 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; and (ii) waive competitive bidding to enter into the Construction Engineering Services Agreement with CBBEL to provide the Phase III Services, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("*Village Code*");

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 Phase III Services and the Construction Engineering 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 ENGINEERING SERVICES AGREEMENT. The Construction Engineering Services Agreement by and between the Village and CBBEL 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 hereby pledge their intent to appropriate funds for the construction of the Improvements, in an amount equal to 30 percent of the estimated cost thereof, which amount is currently estimated as \$270,400.

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.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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

**EXHIBIT A**

**LOCAL AGENCY AGREEMENT**

**EXHIBIT B**

**CONSTRUCTION ENGINEERING SERVICES AGREEMENT**

Local Agency Village of Lincolnwood	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Christopher B. Burke Engineering, Ltd.
County Cook				Address 9575 Higgins, Suite 600
Section 15-00061-00-RS				City Rosemont
Project No. M-4003(503)				State Illinois
Job No. C-91-294-15				Zip Code 60018
Contact Name/Phone/E-mail Address Ashley Engemann/847.745.4859 aengemann@lwd.org				Contact Name/Phone/E-mail Address James Amelio/847.823.0500 jamelio@cbbel.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:

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

#### Project Description

Name Pratt Avenue Route FAU 1353 Length 1.69 mi. Structure No. N/A

Termini Lockwood Avenue to Crawford Avenue

Description: HMA surface removal and resurfacing, pavement patching, curb removal and replacement, combination concrete curb and gutter removal and replacement, sidewalk removal and replacement, installation of detectable warnings, and replacement of detector loops at two traffic signals

#### 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.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	\$57,050.44

Sub-Consultants:	TIN Number	Agreement Amount
Testing Service Corporation	35-0937582	\$5,666.00
Sub-Consultant Total:		\$5,666.00
Prime Consultant Total:		\$57,050.44
Total for all Work:		\$62,716.44

Executed by the LA:

\_\_\_\_\_ (Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
 \_\_\_\_\_ Clerk

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Exhibit A - Construction Engineering**

Route: FAU 1353 (Pratt Avenue)  
 Local Village of Lincolnwood  
 (Municipality/Township/County)  
 Section: 15-00113-00-RS  
 Project: M-4003(558)  
 Job No.: C-91-294-15

\*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 125.26 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Fixed Fee 2  14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate   
 Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Pre-Construction	ENG III	24.00	\$42.63	\$1,023.12	\$1,281.56	\$0.00	\$0.00	\$341.21	\$2,645.89
	ENG V	12.00	\$61.25	\$735.00	\$920.66	\$0.00	\$0.00	\$245.12	\$1,900.78
Const. Obs.	ENG III	320.00	\$42.63	\$13,641.60	\$17,087.46	\$0.00	\$2,600.00	\$4,926.47	\$38,255.53
QA Materials	ENG III	32.00	\$42.63	\$1,364.16	\$1,708.74	\$5,666.00	\$0.00	\$454.94	\$9,193.84
Close-Out	ENG III	80.00	\$42.63	\$3,410.40	\$4,271.86	\$0.00	\$0.00	\$1,137.36	\$8,819.62
	ENG V	12.00	\$61.25	\$735.00	\$920.66	\$0.00	\$0.00	\$245.12	\$1,900.78
<b>Totals</b>		480.00		\$20,909.28	\$26,190.94	\$5,666.00	\$2,600.00	\$7,350.22	\$62,716.44



 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency Village of Lincolnwood	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 15-00061-00-RS	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-294-15	M-4003(503)				

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 Pratt Avenue Route FAU 1353 Length 1.69 mi.  
Termini Lockwood Avenue to Crawford Avenue

Current Jurisdiction LPA TIP Number 02-15-0001 Existing Structure No N/A

**Project Description**

HMA surface removal and resurfacing, pavement patching, curb removal and replacement, combination concrete curb and gutter removal and replacement, sidewalk removal and replacement, installation of detectable warnings, and replacement of detector loops at two traffic signals

**Division of Cost**

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	586,800	( * )	( )	251,500	( BAL )	838,300
Non-Participating Construction	( )	( )	( )	( )	( )	
Preliminary Engineering	( )	( )	( )	( )	( )	
Construction Engineering	44,000	( * )	( )	18,900	( BAL )	62,900
Right of Way	( )	( )	( )	( )	( )	
Railroads	( )	( )	( )	( )	( )	
Utilities	( )	( )	( )	( )	( )	
Materials	( )	( )	( )	( )	( )	
<b>TOTAL</b>	<b>\$ 630,800</b>			<b>\$ 270,400</b>		<b>\$ 901,200</b>

\*Maximum FHWA (STU) participation 70% not to exceed \$630,800

**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

(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

Gerald Turry

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

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

DUNS Number 085870525

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
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.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 1, 2016

Village of Lincolnwood  
7001 N. Lawndale Avenue  
Lincolnwood, IL 60712

Attention: Ms. Ashley R. Engelmann  
Public Works Director

Subject: Proposal for Professional Engineering Services  
Pratt Avenue Resurfacing – Phase 3  
Village of Lincolnwood

Dear Ashley:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for Phase 3 Construction Engineering services for the Pratt Avenue resurfacing project. Below are our Understanding of Assignment and Estimate of Fee.

**UNDERSTANDING OF ASSIGNMENT**

CBBEL will perform construction observation and documentation in accordance with the Illinois Department of Transportation (IDOT) guidelines for the Pratt Avenue resurfacing project. CBBEL will provide one full-time Resident Engineer for the duration of the project. We will hire a sub consultant (Testing Service Corporation) to perform Quality Assurance of the materials.

**ESTIMATE OF FEE**

TASK	FEE
Task 1 – Pre Construction Services	\$ 4,546.67
Task 2 – Construction Observation	\$38,255.53
Task 3 – QA Materials	\$ 9,193.84
Task 4 – Close-Out	\$10,720.40
<b>TOTAL</b>	<b>\$62,716.44</b>

The manhour and fee breakdown is contained in Exhibit A. Please note that we will bill you at the Cost Plus Fixed Fee rates specified in the attached Exhibit A.

We will bill you at the hourly rates specified in our previously accepted Master Agreement. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF LINCOLNWOOD

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Request For Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of an Ordinance Waiving the Bid Process and Awarding a Proposal from Christopher B. Burke Engineering, Ltd. for Design of Preliminary Plans for a Storm Sewer Outfall at the North Shore Channel

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Since 2007, Village staff has managed a program to produce a comprehensive Stormwater Management Plan (SMP), with the goal of developing an engineering recommendation for the Village's stormwater system to protect basements from sewer back-ups for storms up to the 10-year level of severity. Working with the Village Board, Ad-Hoc Sewer Committee, and staff, the Village's consulting engineer, AB&H, a Donahue Group (AB&H) produced the Phase II Sewer Report. The report provided a series of recommendations, including on-street surface storage, detention, and in-line conveyance methods to bring the system to the 10-year level of protection.

A series of Ad Hoc Sewer Committee meetings were held between November 2011 and June 2012 to discuss the draft Phase II report. At the June 14, 2012 meeting, the Committee voted to deem the report complete and recommended that it be submitted to the Village Board. The Committee further recommended that the Village move forward with implementing on-street surface storage utilizing submerged restrictors and on-street berms. However, the Committee felt that approximately 15-20% of the Village land area should be completed first as a pilot program to evaluate the efficacy of the overall project. A pilot area bounded by Pratt Avenue to the north, McCormick Boulevard to the east, Devon Avenue to the south, and Lincoln Avenue to the west was selected.

On November 5, 2013 the Village Board awarded a contract to Gewalt Hamilton Associates (GHA) to design the pilot area improvements. In July 2015 GHA informed staff that their employee who had been responsible for stormwater modeling projects had accepted an employment offer at a new engineering firm. Because of this, they were no longer able to provide design work for the pilot area. On July 21, 2015, the Village Board authorized the execution of a contract with Christopher B. Burke Engineering Ltd. (CBBEL), the Village's current Village Engineer, to complete the engineering design of the project.

During the design process CBBEL noted two critical components of the pilot area that required more detailed review to ensure success. On January 5, 2016 CBBEL presented a recommendation to the Village Board to amend the pilot area with regard to where surface storage would be implemented and to construct a relief sewer.

On January 21, 2015 the Village Board voted to move forward with the amended pilot area as recommended by CBBEL. In addition, they directed staff to move forward with budgeting for the

preliminary design (30% completion) of the relief sewer in order to submit the plans to the Metropolitan Water Reclamation District (MWRD) to apply for funding for construction of the storm sewer outfall.

The attached proposal from CBBEL is for design engineering services to develop preliminary plans (30% completion) for the North Shore Channel storm sewer outfall in the amount of \$32,600.

Staff recommends waiving the bid process and awarding a contract to CBBEL to design the storm sewer outfall. The Village has utilized CBBEL as the Village Engineer for the last two years. They act in an official capacity as the Village Engineer on all Public Works and Community Development construction projects and consistently complete projects in a timely fashion. They are the engineer for the surface storage improvements and have spent a considerable amount of time evaluating and updating the Village's stormwater plan which provides them with increased knowledge of the project for the design phase.

**FINANCIAL IMPACT:**

\$308,400 is budgeted in the FY 2016/2017 Water and Sewer Fund for consulting services.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Proposal from Christopher B. Burke Engineering, Ltd.

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance waiving competitive bidding and authorizing an agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for the provision of engineering services to develop preliminary plans for a storm sewer outfall at the North Shore Channel.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND  
AUTHORIZING AN AGREEMENT WITH  
CHRISTOPHER B. BURKE ENGINEERING, LTD., OF ROSEMONT, ILLINOIS,  
FOR THE PROVISION OF PHASE II ENGINEERING DESIGN SERVICES**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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 \_\_\_\_\_, 2016

\_\_\_\_\_  
Village Clerk

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND  
AUTHORIZING AN AGREEMENT WITH  
CHRISTOPHER B. BURKE ENGINEERING, LTD., OF ROSEMONT, ILLINOIS,  
FOR THE PROVISION OF PHASE II ENGINEERING DESIGN SERVICES**

WHEREAS, on March 3 2008, the Village received qualifications for engineering consultants to develop a stormwater management plan to increase the capacity of the Village stormwater management system ("**System**") to perform during a 10 year rain event without flooding private homes ("**Capacity Goal**"); and

WHEREAS, the Village and AB&H, a Donohue Group, of Chicago, Illinois ("**AB&H**") entered into that certain Engineering Services Agreement, dated June 5, 2008, as amended and extended, for the performance by AB&H of a Phase I study of System capacity, a Phase I-B calibration of the Phase I study to assure accurate findings, and a Phase II study of the System to identify stormwater management improvements necessary to accomplish the Capacity Goal; and

WHEREAS, AB&H has completed the Phase I, Phase I-B, and Phase II studies, and has prepared a Phase II report; and

WHEREAS, the Phase II report concludes that the Village must complete certain stormwater street storage improvements and stormwater conveyance and detention improvements to accomplish the Capacity Goal; and

WHEREAS, the Village Ad Hoc Sewer Committee has reviewed the Phase II report; and

WHEREAS, in 2013, the Ad Hoc Sewer Committee recommended that the Village Board initiate a pilot program through which: (i) the stormwater street storage improvements are completed on not more than 20 percent of the Village land area; and (ii) the Village develop 30% design plans for the completion of a new stormwater outfall at Lincolnwood Centennial Park, in order to enable the Village to apply for grant funding for the completion of the stormwater outfall (collectively, the "**Pilot Program Improvements**"); and

WHEREAS, the Village previously retained Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois ("**CBBEL**"), to provide Phase I engineering services for the design of the Pilot Program Improvements; and

WHEREAS, the Village now desires to secure Phase II design engineering services for the North Shore Channel storm sewer outfall, as part of the Pilot Program Improvements ("**Phase II Design Services**"); and

WHEREAS, Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois ("**CBBEL**"), has submitted a proposal to the Village to complete the Phase II Design Services, in an amount not to exceed \$32,600 ("**Proposal**"); and

WHEREAS, CBBEL currently serves as Village Engineer, and has unique knowledge of the design and condition of the Village's stormwater management system; and

WHEREAS, the Village President and Board of Trustees have determined that CBBEL is uniquely qualified to complete the Phase II Design Services in an efficient, timely, and cost-effective manner, and that is appropriate and in the best interests of the Village for CBBEL to complete the Phase II Design Services; and

WHEREAS, the Village desires to enter into an agreement with CBBEL for the completion of the Phase II Design Services, in accordance with the Proposal ("**CBBEL Agreement**"); and

WHEREAS, in order to enter into the CBBEL Agreement, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the CBBEL Agreement and the completion of the Phase II Design Services by CBBEL, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"); and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interests of the Village to enter into the CBBEL Agreement for the completion of the Phase II Design Services;

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the CBBEL Agreement, and for the completion of the Phase II Design Services by CBBEL, are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF CBBEL AGREEMENT. The CBBEL Agreement by and between the Village and CBBEL is hereby approved in an amount not to exceed \$32,600, and in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 4. EXECUTION OF CBBEL AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the CBBEL Agreement upon: (a) receipt by the Village Clerk of at least one original copy of the Agreement executed by CBBEL; and (b) the effective date of termination of the GHA Agreement; and provided, however, that if the executed copy of the CBBEL Agreement is not received by the Village Clerk within 60 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 5. 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 6. 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.

\_\_\_\_\_  
Gerald C. Turry, President  
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

**EXHIBIT A**

**CBBEL AGREEMENT**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 24, 2016

Village of Lincolnwood  
7001 N. Lawndale Avenue  
Lincolnwood, IL 60712

Attention: Ms. Ashley R. Engelmann  
Public Works Director

Subject: **Proposal for Professional Engineering Services  
North Shore Channel Storm Sewer Outfall - Preliminary (30%) Plans  
Village of Lincolnwood**

Dear Ashley:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal to provide Professional Engineering Services for the North Shore Channel Storm Sewer Outfall at/near Northshore Avenue. Below are our Understanding of Assignment, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF ASSIGNMENT**

CBBEL understands that the Village of Lincolnwood desires to construct a storm sewer outfall as recommended in the Village's storm water report and based on the CBBEL analysis for the Pilot study area. The Village would like to complete preliminary (30%) plans, geotechnical investigation, and a cost estimate. Once the preliminary plans are developed, the Village anticipates soliciting various funding avenues including Metropolitan Water Reclamation District (MWRD) funds and storm water management grants. The Village anticipates utilizing local money to fund the preliminary design.

**SCOPE OF SERVICES**

**Task 1 – Data Collection:** CBBEL will meet with the Village to review the scope and collect, examine, review and evaluate data to be utilized for the development of the proposed improvements. This data will include the following, as available:

- Conceptual/Preliminary engineering plans and cost estimates
- Existing studies and reports
- Existing design plans and as-built plans
- Existing models
- Utility atlases

- GIS information
- Existing right-of-way information and subdivision plats
- Village Standards and Specifications
- Village Standard Construction Contract and Special Provisions

**Task 2 – Topographic Survey:** CBBEL will obtain topographic survey of the project area as needed to design the proposed storm sewer improvements, including West Columbia Ave from Kimball to Spaulding (approximately 660 lineal feet), Spaulding Ave from Columbia to Northshore (approximately 330 lineal feet), Northshore Ave from Trumbull to North Shore Channel (approximately 1280 lineal feet), and Kimball Ave approximately 330 lineal feet south of Northshore. The survey will be used as a base map for design purposes. Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone 1201); CBBEL will establish recoverable primary control.
2. Vertical Control: CBBEL will establish elevations on new horizontal control points based on NAVD '88 Vertical Datum.
3. Field topographic survey to locate and measure pavement, curbs, trees, fences, walks, curb cuts, utilities, approximate right-of-way and other pertinent site features for approximately 2600 lineal feet of roadway from right-of-way to right-of-way and 25' overlap.
4. Field Survey to determine detailed utility structure rim and invert elevations, pipe size and material.
5. Field level run to establish vertical control.
6. Office calculations and plotting of field data.
7. Drafting of an existing conditions plan in a Microstation drawing file.

CBBEL will create design base sheets from the survey at a scale of 1" = 20'.

This task will also include identification of approximate roadway right-of-way.

**Task 3 – Utility Coordination:** Based on utility information obtained as part of Task 2 and a JULIE design locate, CBBEL will draft existing utilities on the plans and send them back to the utility companies for verification of their locations. CBBEL will identify potential conflicts and coordinate any required relocation work with the respective utilities.

**Task 4 – Preliminary Plans and Estimate (30%):** CBBEL will prepare Preliminary contract documents consisting of plans, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with Village and IDOT design criteria. The following sheets are anticipated to be necessary:

Sheet	# of Sheets
Title Sheet	1
General Notes/Summary of Quantities	1
Alignment, Ties and Benchmarks	1
Typical Sections	1
Existing Conditions and Removal Plan	5
Drainage Plan and Profiles	5
Maintenance of Traffic and Detour Plans	5
Erosion and Sediment Control Plans	5
Construction Details	1
Cost Estimate/Quantities	-
Total	25

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Plans and the estimate of cost will be submitted to the Village and any review agencies for review.

**Task 5 – Wetland Assessment and Letter Report:** Wetland/Waters assessment services are proposed to comply with Section 404 of the Clean Water Act and the Cook County Watershed Management Ordinance. The project site will be investigated to delineate and assess the limits of any wetlands or waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be located in relation to the project coordinate system. The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms.

This scope of work shall not include preparation or submittal of wetland applications. This scope is to determine the possible presence and extent of wetlands or waters of the United States. Any permits would be requested in the Final Engineering phase.

**Task 6 – MWRD Coordination and Funding Solicitation:** Upon completion of the preliminary plans, CBBEL will coordinate a meeting with MWRD so that the Village may discuss the project scope and solicit funding from the MWRD.

**ESTIMATE OF FEE**

<b>TASK</b>	<b>FEE</b>
Task 1 - Data Collection	\$ 300
Task 2 - Topographic Survey	\$ 12,100
Task 3 - Utility Coordination	\$ 1,000
Task 4 - Preliminary Plans and Estimate (30%)	\$ 13,900
Task 5 - Wetland Assessment and Letter Report	\$ 3,700
Task 6 - MWRD Coordination and Funding Solicitation	\$ 1,100
Direct Costs	\$ 500
Total	\$ 32,600

The manhour and fee breakdown is contained in Exhibit A.

We will bill you at the hourly rates specified in our previously accepted Master Agreement. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Exhibit A

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF LINCOLNWOOD

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**North Shore Channel Storm Sewer Outfall  
LINCOLNWOOD, IL  
WORK EFFORT AND FEE STRUCTURE  
EXHIBIT A**

Classification	ENG IV	ENG I/II	SURVEY V	SURVEY III	SUB	Total	Total
Rate	\$ 121	\$ 91	\$ 150	\$ 110	COST	Hours	Cost
Task 1 - Data Collection	2					2	\$ 300.00
Task 2 - Topographic Survey			4	104		108	\$ 12,100.00
Task 3 - Utility Coordination	2			6		8	\$ 1,000.00
Task 4 - Preliminary Plans and Estimate (30%)	24	120				144	\$ 13,900.00
Task 5 - Wetland Assessment and Letter Report	8	30				38	\$ 3,700.00
Task 6 - MWRD Coordination & Funding Solicitation	4	6				10	\$ 1,100.00
<b>Subtotal</b>	<b>40</b>	<b>156</b>	<b>4</b>	<b>110</b>	<b>0</b>	<b>310</b>	
% of Hours	12.9%	50.3%	1.3%	35.5%	N/A		
Total Cost	\$ 4,840	\$ 14,196	\$ 600	\$ 12,100		Total Payroll Cost =	\$ 32,100.00
						Direct Costs =	\$ 500.00
						<b>TOTAL COST =</b>	<b>\$ 32,600.00</b>

# Request for Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution Pledging \$55,917 in Local Funds Required to Apply for a \$279,585 Grant through the Illinois Transportation Enhancement Program for the Centennial Park Multi-Use Path

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In April, 2016 the Illinois Department of Transportation (IDOT) announced a call for projects for the Illinois Transportation Enhancement Program (ITEP) grant. ITEP provides funding for alternative modes of transportation, enhancement of the transportation system through the preservation of visual and cultural resources and improvement of the quality of life for members of communities. Project sponsors may receive up to 80% reimbursement for project costs. The remaining 20% is the responsibility of the project sponsor. The project must qualify as one of nine eligible categories and must relate to surface transportation to be eligible for funding.

At the May 10, 2016 Parks and Recreation Board meeting, two projects were discussed including a multi-use path in Centennial Park and a bicycle plaza adjacent to one of the two soon to be constructed recreation paths (Valley Line Trail and former Union Pacific right of way). The Centennial Park multi-use path would be a 10 foot wide asphalt path located on the west side of Centennial Park (near McCormick Boulevard) and would run from Pratt Avenue to Devon Avenue. The Parks and Recreation Board found both projects to be favorable and recommended both be brought forward to the Village Board for consideration.

At the May 17, 2016 Committee of the Whole meeting, the Village Board discussed both projects and provided staff with direction to move forward with an application for the Centennial Park multi-use path and a second application for the bicycle plaza, but only if the Village of Skokie was interested in participating in the project. The Village of Skokie has expressed that they are not interested in moving forward with a joint application for the bicycle plaza. In addition, the Village Board requested staff to investigate whether repair to the existing path would be eligible for grant funding. Maintenance of existing facilities is not eligible; however, staff will work to program repairs of the existing Centennial Park paths into the Village's capital plan.

The attached Resolution pertains to the Village Board's commitment to pursue funding for public improvements for the Centennial Park multi-use path. The Village Engineer estimates that construction of the proposed path would cost approximately \$279,585. The Village would be responsible for 20% of the cost (\$55,917) and will request \$223,668 in grant funding through the program for this project. Approval of the attached Resolution affirms the Village Board is committed to the project, pledges to

fund the required local share, and is requesting that IDOT allocate the maximum amount of ITEP funding possible. If the project is approved, it must begin within three years of receiving approval.

**FINANCIAL IMPACT:**

\$55,917 will be programed in a future budget year if the grant is received.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Location Map

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing the filing of an application for an Illinois Transportation Enhancement Program grant, and pledging \$55,917 in Village funds for the Centennial Park multi-use path.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION  
FOR AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM GRANT,  
AND PLEDGING \$55,917 IN VILLAGE FUNDS,  
FOR THE CENTENNIAL PARK MULTI-USE PATH**

WHEREAS, the Illinois Department of Transportation issues grants through its Illinois Transportation Enhancement Program (“*ITEP*”) for community-based projects that enhance the transportation experience by improving the cultural, historic, aesthetic, and environmental aspects of transportation infrastructure; and

WHEREAS, ITEP grants may be used to reimburse the sponsors of eligible projects for up to 80 percent of the costs thereof; and

WHEREAS, the Village desires to apply for an ITEP grant for reimbursement of a portion of the approximately \$279,585 in costs to be incurred in connection with the construction of a multi-use path in Centennial Park; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to: (i) apply for an ITEP grant for the Centennial Park multi-use path; and (ii) pledge to provide \$55,917 in Village funds for the implementation of the Centennial Park multi-use path, which amount includes ineligible costs and up to 20 percent of eligible costs of the estimated cost of implementation;

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

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

SECTION 2. AUTHORIZATION TO FILE ITEP GRANT APPLICATION. The President and Board of Trustees hereby authorize the Village Manager to execute an application for an ITEP grant for the implementation of the Centennial Park multi-use path, and all necessary documentation related thereto.

SECTION 3. PLEDGE OF VILLAGE FUNDING. The President and Board of Trustees hereby pledge to provide up to \$55,917 in Village funds for the implementation of the Centennial Park multi-use path, which amounts include ineligible costs and up to 20 percent of eligible costs of the estimated cost of implementation, upon approval of an ITEP grant for such project.

SECTION 4. DELIVERY. The President and Board of Trustees hereby authorize and direct the Village Manager to deliver a copy of this Resolution to the Illinois Department of Transportation as part of the application authorized pursuant to Section 2 of this Resolution.

SECTION 5. 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.

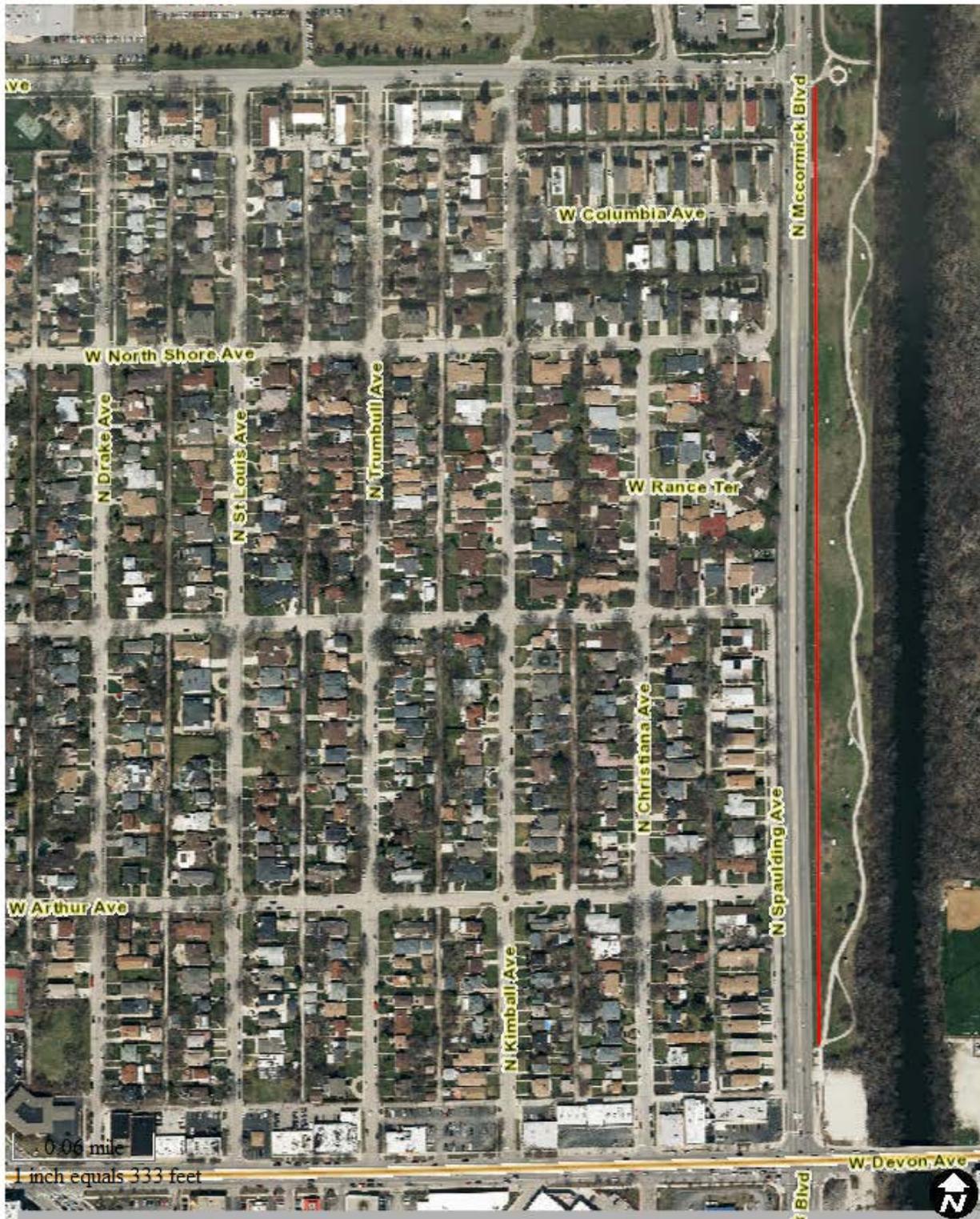
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Gerald C. Turry, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2016

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



Map created on May 31, 2016.  
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# Request for Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Award a Contract to Globe Construction of Addison, Illinois for the 2016 Sidewalk and Curb Replacement Program

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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

This year staff conducted a joint bid with the Villages of Glencoe, Kenilworth, Wilmette, and Winnetka for the sidewalk program. On April 20, 2016 the Village received and publicly opened one bid. On May 3, 2016 the Village Board adopted Resolution R2016-1912 rejecting the sole bid. Following the rejection, staff reached out to the other four communities to gauge interest in jointly re-bidding the project; each of the four communities elected to accept the sole bid. It is the Village's policy to rebid a project if only one bid is received.

On May 12, 2016 a bid notice of the re-bid was published in the *Lincolnwood Review* and the *Dodge Report*. In addition, bid packages were provided to the six contractors who were plan holders during the original bid process. On May 26, 2016 three sealed bids were received. The following table displays the bids received:

<b>Vendor</b>	<b>Total Contract Price</b>
Globe Construction	\$110,455
White Line Construction	\$128,780
Alliance Contractors	\$233,100
Schroeder and Schroeder (Original Bid)	\$89,575

The lowest responsible bidder, meeting all bid specifications, is Globe Construction. Globe Construction has successfully completed previous sidewalk and curb replacement programs.

**FINANCIAL IMPACT:**

\$80,000 has been budgeted in the fiscal year 2015/2016 Street Maintenance Fund, \$15,000 in the Northeast Tax Increment Financing District Fund, and \$7,500 in the Parks Maintenance Budget for the Sidewalk Replacement Program. A total of \$102,500 in sidewalk replacement funds is budgeted in the

2016/2017 budget. Since this is a unit price contract, staff will work with the contractor to not exceed the budgeted amount.

**DOCUMENTS ATTACHED:**

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

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving a contract with Globe Construction of Addison, Illinois for the 2016 Sidewalk and Curb Replacement Program.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-\_\_\_\_\_

**A RESOLUTION APPROVING A CONTRACT WITH  
GLOBE CONSTRUCTION OF ADDISON, ILLINOIS  
FOR THE 2016 SIDEWALK REPLACEMENT PROGRAM**

WHEREAS, the Village sought proposals for the award of a contract for the 2016 sidewalk replacement program ("*Contract*"); and

WHEREAS, Globe Construction of Addison, Illinois ("*Globe Construction*"), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Gerald C. Turry, President  
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

**EXHIBIT A**

**CONTRACT**

VILLAGE OF LINCOLNWOOD  
CONTRACT FOR THE  
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM

BIDDER'S PROPOSAL

Bids to be opened at **10:00 a.m. on Thursday, May 26, 2016** at Village Hall Council Chambers, Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois.

Name of Bidder Globe Construction ("Bidder")  
Office \_\_\_\_\_  
Address 1281 W Armitage Ct  
City, State Addison, IL 60101  
Zip \_\_\_\_\_  
Contact Person Peter Martini Telephone 630-620-0313  
Email globeconstructioninc@gmail.com Fax 630-620-0205  
TO: Village of Lincolnwood ("**Owners**")

CARE OF: Village of Lincolnwood ("**Bidding Agency**")  
Public Works Department  
7001 N. Lawndale Avenue  
Lincolnwood, Illinois 60712  
Attn: Andrew Letson , Assistant to the Public Works Director

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_, which are securely stapled to the end of this Bidder's Proposal ("**Bid Package**").**

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

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with each Owner individually, in the form of the applicable Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to provide perform concrete sidewalk and curb repair and replacement work, in accordance with the Specifications attached to this Bid Package; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

**PROPOSAL**

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

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

2. **Contract Price Proposal**

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

A. UNIT PRICE CONTRACT

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

**COMPLETE TABLE AS INDICATED**

**SCHEDULE OF PRICES**

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	P.C.C. Sidewalk Removal (5-6")	SF	13,600	6.00	81600
2	P.C.C. Sidewalk Replacement (5-6")	SF	13,600	.80	10800
3	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	800	22.00	17600
4	Detectable Warnings (Fiberglass)	EA	3	125	375

**TOTAL CONTRACT PRICE:**

*One hundred ten thousand* Dollars and *zero* Cents  
 (in writing) (in writing)

110,375.<sup>00</sup> Dollars and 00 Cents  
 (in figures) (in figures)

**Owner estimates one mobilization.**

**BIDDER MUST ATTACH PROOF OF PRE-QUALIFICATION AS REQUIRED BY SECTION 17 OF THE GENERAL INSTRUCTIONS TO BIDDERS.**

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owners' estimate only, that Owners reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in each Contract;
2. Owners are not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

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

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the “*Commencement Date*” set forth in each Contract and will perform the Work diligently and continuously and will complete the Work not later than the “*Completion Date*” set forth in each Contract, but in no event later than October 31, 2016 under any Contract, upon which date the Contract shall expire.

4. **Firm Proposal**

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

5. **Bidder Representations**

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

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

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

**PROPOSAL**

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

6. **Surety and Insurance**

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

7. **Owners' Remedies**

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

8. **Owner's Rights**

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

9. **Bidder's Obligations**

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

DATED this 26<sup>th</sup> day of May, 2016

ATTEST:

BIDDER

By: [Signature]  
Print Name: John Martine  
Title: Secretary

By: [Signature]  
Print Name: Peter Martine  
Title: President

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

ACKNOWLEDGEMENT

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

The Bidder is a corporation that is organized and existing under the laws of the State of Illinois, and that is operating under the legal name of Globe Construction Co. Inc.

The officers of the corporation are as follows:

Table with 3 columns: TITLE, NAME, ADDRESS. Rows include President (Peter Martine, Mt Prospect, IL), Vice President, Secretary (John Martine, Arlington Heights, IL), and Treasurer (Angelo Martine, Deer Park, IL).

2. Partnership

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

The general partners of the partnership are as follows:

Table with 2 columns: NAME, ADDRESS. Three empty rows for listing partners.

**ACKNOWLEDGEMENT**

3. **Individual**

The Bidder is an individual whose full name is \_\_\_\_\_ whose residence address is and whose business address is \_\_\_\_\_. If operating under a trade or assumed name said trade or assumed name is as follows:

\_\_\_\_\_ [TRADE OR ASSUMED NAME].

4. **Joint Venture**

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

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

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ( )	_____
_____ ( )	_____
_____ ( )	_____

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

DATED this 26<sup>th</sup> day of May, 2016

ATTEST:

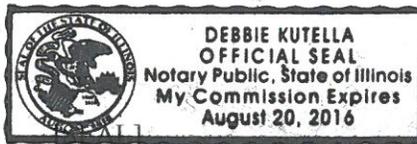
By: John Martire  
Title: Secretary

BIDDER

By: [Signature]  
Title: President

Subscribed and Sworn to  
Before me this 26<sup>th</sup> day  
of May, 2016  
Debbie Kutella  
Notary Public

My Commission Expires: 8/20/16



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

**WORK HISTORY**

**VILLAGE OF LINCOLNWOOD  
CONTRACT FOR THE  
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM**

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

Peter Martinez

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

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

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS  
JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

**1. Nature of Business**

State the nature of Bidder's business: \_\_\_\_\_

concrete construction

**2. Composition of Work**

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

<u>100</u> % Federal	<u>99</u> % As Contractor	_____ % Bidder's Forces
_____ % Other Public	<u>1</u> % As Subcontractor	_____ % Subcontractors
_____ % Private		_____ % Materials

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 35 years

**4. Predecessor Organizations**

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>n/a</u>	_____	_____
_____	_____	_____

**WORK HISTORY**

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
Village of Addison, IL	Business	284	12/31/16
Idiot	Conf of Elig	003A	1/31/17

6. **Related Experience**

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

*all attached*

*n/a*

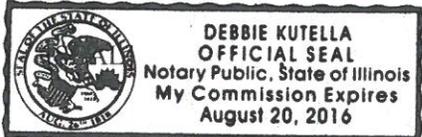
DATED this 26<sup>th</sup> day of May, 2016

ATTEST:  
By: [Signature]  
Title: Secretary

BIDDER  
By: [Signature]  
Title: President

Subscribed and Sworn to  
Before me this 26<sup>th</sup> day  
of May, 2016  
[Signature]  
Notary Public

My Commission Expires: 8/20/16



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



# Globe Construction Inc

1781 Armitage Court

Addison, Illinois 60101

Phone: (630) 620-0313

Fax: (630) 620-0205

Email: globeconstructioninc@gmail.com

5/26/14  
PH

## WORK HISTORY REFERENCES

### Village of Romeoville

1050 W Romeo Rd  
Romeoville, IL 60446

**Contact:** Mike Braasch  
Streets Superintendent  
Ph: 815-886-1870

Completed: Nov 2015  
Amount: \$596,000

### **2015 Concrete Repair Program**

**\*\*Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete Work

### City of Rolling Meadows

3900 Berdnick St  
Rolling Meadows, IL 60008

**Contact:** Bill Suchecki  
Public Works Dept  
Ph: 847-963-0500

Completed: Oct 2015  
Amount: \$184,000

### **2015 Curb & Sidewalk Program**

**\*\*Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete Work

### Village of Bolingbrook

375 W Briarcliff Rd  
Bolingbrook, IL 60440

**Contact:** Ivan Straka  
Public Works Dept  
Ph: 630-347-1539

Completed: Sept 2015  
Amount: \$247,000

### **2015-2016 Sidewalk Program**

**\*\*Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

### Village of Villa Park

20 S Ardmore Ave.  
Villa Park, IL 60181

**Contact:** Kevin Mantels  
Public Works - Engineering Dept  
Ph: 630-834-8505

Completed: Oct 2015  
Amount: \$72,000

### **2015 Sidewalk Improvement Program**

**\*\*Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

### Village of Downers Grove

5101 Walnut Ave  
Downers Grove, IL 60515

**Contact:** Tom Topor  
Public Works - Staff Engineer II  
Ph: 630-434-5487

Completed: Oct 2015  
Amount: \$152,000

### **2015 Sidewalk Improvement Program**

**\*\*Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

**CONTRACT BETWEEN  
VILLAGE OF LINCOLNWOOD**

**AND**

**Globe Construction**

**FOR THE CONSTRUCTION OF  
2016 Sidewalk and Curb Replacement Program**

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**CONTRACTOR'S CERTIFICATION**

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**APPENDIX 1** - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“*Owner*”), and Glove Construction, 1781 W. Armitage Court, Addison, IL 60101 (“*Contractor*”), make this Contract as of the 8th day of June, 2016, and hereby agree as follows:

## **ARTICLE I** **THE WORK**

### **1.1 Performance of the Work**

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

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

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

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

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

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

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

## 1.2 Commencement and Completion Dates

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

## 1.3 Required Submittals

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

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

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

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

#### **1.4 Review and Interpretation of Contract Provisions**

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

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

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

#### **1.5 Conditions at the Work Site; Record Drawings**

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

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

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

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

#### **1.6 Technical Ability to Perform**

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

#### **1.7 Financial Ability to Perform**

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

#### **1.8 Time**

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

#### **1.9 Safety at the Work Site**

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

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

### **1.10 Cleanliness of the Work Site and Environs**

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

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

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

### **1.12 Subcontractors and Suppliers**

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

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

### **1.13 Simultaneous Work By Others**

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

### **1.14 Occupancy Prior to Final Payment**

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

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

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

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

## **ARTICLE II CHANGES AND DELAYS**

### **2.1 Changes**

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

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

## **2.2 Delays**

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

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

## **ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

### **3.1 Inspection; Testing; Correction of Defects**

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

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

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

### **3.2 Warranty of Work**

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

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

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

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

### **3.3 Owner's Right to Correct**

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

## **ARTICLE IV** **FINANCIAL ASSURANCES**

### **4.1 Bonds**

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

### **4.2 Insurance**

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

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

#### **4.3 Indemnification**

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

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

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

#### **5.2 Taxes and Benefits**

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

#### **5.3 Progress Payments**

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

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

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

#### **5.4 Final Acceptance and Final Payment**

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

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

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

#### **5.5 Liens**

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

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

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

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

## **5.6 Deductions**

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

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

**ARTICLE VI**  
**DISPUTES AND REMEDIES**

**6.1 Dispute Resolution Procedure**

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

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

**6.2 Contractor's Remedies**

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

**6.3 Owner's Remedies**

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

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

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

8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

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

#### **6.5 Terminations and Suspensions Deemed for Convenience**

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

### **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

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

#### **7.2 Relationship of the Parties**

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

#### **7.3 No Collusion**

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

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

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

#### **7.6 No Waiver**

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

#### **7.7 No Third Party Beneficiaries**

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

#### **7.8 Notices**

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

Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
Attention: Ashley Engelmann, Director of Public Works

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

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

Globe Construction  
1781 W. Armitage Court  
Addison, Illinois 60101  
Attention: Peter Martire

### **7.9 Governing Laws**

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

### **7.10 Changes in Laws**

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

### **7.11 Compliance with Laws**

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

Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

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

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

#### **7.12 Compliance with Patents**

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

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

#### **7.13 Time of the Essence**

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

#### **7.14 Calendar Days and Time**

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

**7.15 Severability**

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

**7.16 Entire Agreement**

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

**7.17 Amendments and Modifications**

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

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

**ATTEST:**

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Beryl Herman, Village Clerk

\_\_\_\_\_  
Timothy C. Wiberg, Village Manager

**ATTEST:**

**GLOBE CONSTRUCTION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

SS

CONTRACTOR'S CERTIFICATION

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

GLOBE CONSTRUCTION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**  
To provide all labor, services, transportation, equipment and other means and items necessary for completion of the 2016 Sidewalk and Curb Replacement Program.
  
2. **Work Site:**  
  
Village of Lincolnwood Public Works Department located at 7001 N. Lawndale Ave  
Lincolnwood, IL 60712.
  
3. **Permits, Licenses, Approvals, and Authorizations:**  
  
Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations.
  
4. **Commencement Date:**  
  
No earlier than August 22, 2016.
  
5. **Completion Date:**  
  
October 31, 2016, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.
  
6. **Insurance Coverage:**
  - A. Worker's Compensation and Employer's Liability with limits not less than:
    - (1) Worker's Compensation: Statutory;
    - (2) Employer's Liability:
      - \$500,000 injury-per occurrence
      - \$500,000 disease-per employee
      - \$500,000 disease-policy limit

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

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

All employees shall be included as insured.

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

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage:

Coverage’s shall include:

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

“X”, “C”, and “U” exclusions shall be deleted.

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

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
  
- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker’s compensation.

7. **Contract Price:**

Item	Unit Price Item	Unit	Unit Cost
1	P.C.C. Sidewalk Removal (5-6")	Square Feet	\$6.00
2	P.C.C. Sidewalk Replacement (5-6")	Square Feet	\$0.80
3	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	Linear Feet	\$22.00
4	Detectable Warnings	Each	\$125.00

8. **Progress Payments:**

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.
  
- B. Value of Work. The Value of the Work shall be determined as follows (when applicable):
  - (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“**Breakdown Schedule**”). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until

acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

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

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

**ATTACHMENT B**  
**SPECIFICATIONS**

1. **SCOPE OF WORK**

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

2. **CONTRACTOR SUBMITTALS**

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

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

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

3. **MATERIALS & SERVICES TO BE PROVIDED BY THE MUNICIPALITIES**

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

4. **TECHNICAL SPECIFICATIONS**

The Contractor shall complete the work in accordance with the Standard Specifications (as supplemented by the following technical specifications), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the

work. Where there is a conflict between these Technical Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

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

**Mobilization**

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

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

**Traffic Control and Protection**

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

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

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

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

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever

there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Concrete shall be treated with a protective coat application.

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

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

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

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

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

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

**COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT**  
**(M3.12, B6.12, B6.18)**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 curb and gutter to match existing. Sections to be removed must be broken out at

an existing joint or must be sawcut full-depth to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

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

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

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

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

### **DETECTABLE WARNINGS**

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

Colors:  
Lincolnwood – Brick Red (No. 22144)

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS.

## **PROTECTIVE COAT**

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

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

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

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

### 5. **SCHEDULING OF WORK AND COMPLETION DATES**

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

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

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

All work shall be completed prior to October 31, 2016 unless otherwise agreed to by a the Municipality.

### 6. **PERMITS**

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

### 7. **CONCRETE TESTING**

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

## **ATTACHMENT D**

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

**APPENDIX 1: PREVAILING WAGE ORDINANCE**

SEE ATTACHED

# Request for Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 7

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution Supporting Reclassification of Lawndale Avenue, Central Park Avenue, and Northeast Parkway as a Major Collector Route

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Federal Highway Administration (FHWA) classifies roadways throughout the United States according to the character of service they are intended to provide. Functional classification defines the part that any particular road should play in serving the flow of trips through a highway network. Classifications are based on the volume of traffic and the purpose of the roadway, whether it is meant to be a throughway with little local traffic or if it is meant to have a great deal of local access. Classifications include Principal Arterial, Minor Arterial, Major Collector, Minor Collector, and Local. Routes classified as anything other than Local may be eligible for Federal funding for activities such as resurfacing. Currently, Pratt Avenue is the only route that is owned by the Village that has a classification other than Local. The Village has been successful in receiving Federal funding for the resurfacing of Pratt Avenue, including the project that is forthcoming this autumn. Applications for reclassification need to be reviewed and approved by the Northshore Council of Mayors, the Illinois Department of Transportation (IDOT), and FHWA.

Staff has evaluated a number of streets throughout the Village and has determined that Lawndale Avenue, Central Park Avenue, and Northeast Parkway is the route with the greatest chance for reclassification. These three streets create a contiguous curving route between Touhy Avenue and McCormick Boulevard. In addition, the route serves as a gateway to shopping on Touhy Avenue and commercial spaces on McCormick Boulevard. The current and future economic development along the roadway strengthens the case for reclassification of the route. Staff recommends reclassification of the route as a Major Collector, based on the criteria provided by IDOT and the Chicago Metropolitan Agency for Planning (CMAP).

As part of the application process it is recommended that the Village provide a Resolution adopted by the Board of Trustees supporting the reclassification of the route.

**FINANCIAL IMPACT:**

There is no direct financial impact to the Village.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Draft Application

**RECOMMENDED MOTION:**

**Move to approve** a Resolution supporting reclassification of Lawndale Avenue, Central Park Avenue, and Northeast Parkway as a major collector route.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION SUPPORTING THE RECLASSIFICATION OF LAWNSDALE AVENUE, CENTRAL PARK AVENUE, AND NORTHEAST PARKWAY AS MAJOR COLLECTOR ROADWAYS**

WHEREAS, the Village is the owner of the Lawndale Avenue, Central Park Avenue, and Northeast Parkway roadways; and

WHEREAS, collectively, the Lawndale Avenue, Central Park Avenue, and Northeast Parkway roadways provide a contiguous curving route that connect the Touhy Avenue and McCormick Boulevard roadways, and thereby serve as a gateway to commercial properties along Touhy Avenue and McCormick Boulevard; and

WHEREAS, the Federal Highway Administration (“*FHWA*”) classifies roadways throughout the nation as either Principal Arterial, Minor Arterial, Major Collector, Minor Collector, and Local roadways, according to the character of service provided by, the purpose of, and the volume of traffic on, the roadway; and

WHEREAS, the Lawndale Avenue, Central Park Avenue, and Northeast Parkway roadways are currently classified by the FHWA as “Local” roadways; and

WHEREAS, based upon information received from the Illinois Department of Transportation and the Chicago Metropolitan Agency for Planning, the Village has determined that the Lawndale Avenue, Central Park Avenue, and Northeast Parkway roadways meet the criteria for reclassification as “Major Collector” roadways; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to apply to the FHWA for the reclassification of the Lawndale Avenue, Central Park Avenue, and Northeast Parkway roadways as “Major Collector” roadways;

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. SUPPORT OF RECLASSIFICATION. The Village President and Board of Trustees hereby support and encourage the reclassification by the FHWA of the Lawndale Avenue, Central Park Avenue, and Northeast Parkway roadways as “Major Collector” roadways.

SECTION 3. AUTHORIZATION. The President and Board of Trustees hereby authorize and direct the Village Manager to take all steps necessary to file an application with the FHWA for the reclassification of the Lawndale Avenue, Central Park Avenue, and Northeast Parkway roadways as “Major Collector” roadways.

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.

---

Gerald C. Turry, President  
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

#46503836\_v1

VILLAGE PRESIDENT  
Gerald C. Turry

VILLAGE CLERK  
Beryl Herman

VILLAGE MANAGER  
Timothy C. Wiberg



TRUSTEES  
Barry Bass  
Ronald S. Cope  
Lawrence A. Elster  
Craig L. Klatzco  
Jesal B. Patel, Sr.  
Jennifer G. Spino

May 16, 2016

Mr. Brian Pigeon  
Program Associate for Transportation  
Northwest Municipal Conference  
1600 E. Golf Road, Suite 0700  
Des Plaines, IL 60016

Subject: **Functional Classification Revision Request – Village of Lincolnwood  
Lawndale Avenue, Central Park Avenue, and Northeast Parkway**

Dear Mr. Pigeon,

On behalf of the Village of Lincolnwood, please find enclosed a Functional Classification Revision Request and associated supporting documents for the North Shore Council of Mayor's consideration and submittal to the Illinois Department of Transportation (IDOT).

The Village would like to submit for consideration the reclassification of Lawndale Avenue, Central Park Avenue and Northeast Parkway. These three streets create a contiguous curving route between Touhy Avenue to the north (FAU 9-1340) and McCormick Boulevard to the east (FAU 2-378). Currently this contiguous route is a Local Road. The Village is requesting a reclassification to Major Collector based on criteria provided by the IDOT and the Chicago Metropolitan Agency for Planning.

The route provides access to several industrial employers for tractor trailers and employees alike. The route also serves as a gateway to several commercial centers including a Lowe's Home Improvement and a shopping center north of Touhy Avenue which features a Walmart Supercenter, and restaurants amongst other commercial spaces. Additionally a 385 dwelling unit senior living-facility is currently being constructed along Northeast Parkway as well as a brewery distributor further increasing tractor trailer traffic.

Thank you for your consideration and support. If you have any questions please do not hesitate to contact me at 847.745.4862.

Sincerely,

James F. Amelio, PE  
Village Engineer



TREE CITY USA



# Appendix A

## Functional Classification Revision Request Template

1. Name(s) of proposed roadway to be reclassified:
2. Name of agency requesting revision (roadway jurisdiction):
3. Contact information (name, title, address, phone and email):
4. Council(s) of Mayors:
5. County(ies) of proposed roadway to be reclassified:
6. Township(s) of proposed roadway to be reclassified:
7. Additional roadway jurisdiction(s), if any, of the proposed roadway to be reclassified:
8. Current functional classification for this roadway:
9. Proposed functional classification for this roadway:
10. The IDOT [key route designation](#) number for this roadway:  
*(This number is available on the IDOT [Getting Around Illinois](#) website. The key route designation number is the Key Route Type, a hyphen, and the Key Route Number off the map.)*
11. Endpoints of proposed roadway to be reclassified
  - North or East endpoint:
  - North or East endpoint road's functional classification:
  
  - South or West endpoint:
  - South or West endpoint road's functional classification:



12. Length of proposed roadway to be reclassified:

13. Current Average Annual Daily Traffic (AADT):

*(Provide multiple AADTs by segment if the AADT is not consistent along the entire route. Indicate the source and year of the AADTs. Some AADTs are available on the IDOT [Getting Around Illinois](#) website. If the AADTs are not from a published source, supply raw field data and provide the date(s), the day(s) of week, the hours of collection, and the type of equipment used to collect the traffic data. HI-STAR or equivalent technology is preferred.)*

14. Spacing:

- Provide the name of and distance to the next adjacent roadway (to the north or east) with the same classification as the subject road's proposed functional classification:
  
- Provide the name of and distance to the next adjacent roadway (to the south or west) with the same classification as the subject road's proposed functional classification:

15. Indicate if you are proposing to change (downgrade) the functional classification of any adjacent roadways to accommodate the spacing requirements for your primary proposed functional classification revision:

*(Provide [key route designation](#) number and endpoints as well as road name and proposed change.)*

16. Provide current and planned Traffic Signalization along proposed route:

*(Mark locations on the map with a rectangle with three circles inside it, or similar; use the same symbol and write "future" by the planned signals.)*

17. Provide current and planned Stop Sign Control on proposed route and on the cross-streets:

*(Mark locations on the map with an octagon or similar; use the same symbols and write "future" by the planned signs.)*

18. Major Traffic Generators along the proposed reclassified route:



19. Justification for the proposed revision based on definitions, characteristics and spacing guidance provided:

*("To establish federal funding eligibility" is NOT a justification.)*

20. Provide any additional (optional) information or justification:

21. Attach Support Resolutions & Letters:

1. Local Council of Mayors or Councils of Mayors resolution(s) of support (required)
2. Affected neighboring jurisdictions' letters of support (required)
3. Requesting municipality's resolution of request (optional)



# APPENDIX C

## Functional Classification Change Submittal Checklist

### Required:

- Completed CMAP Functional Classification Change Request Template with clear justification
- Marked up IDOT Functional Classification Map
- Traffic Count(s)
- Resolution of Support from the Council(s) of Mayors
- Letters or Resolutions of Support from Affected Municipalities / Townships
- Location Map (to scale and shows how the proposal connects with the larger regional system)

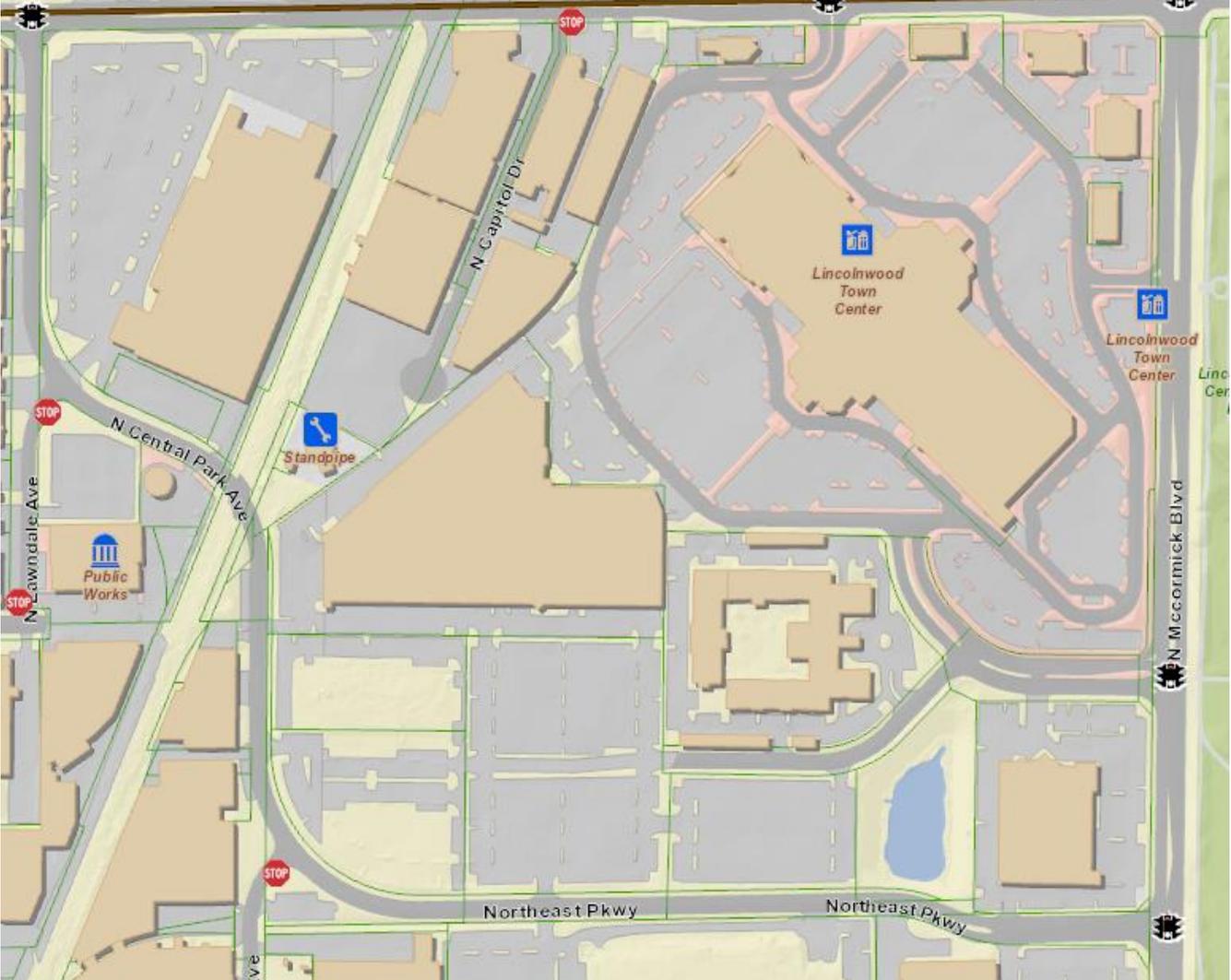
### Optional:

- Traffic Projection(s) (5-year)
- Development Approvals / Comprehensive Plan Maps
- Jurisdictional Transfer Agreements / Annexation Agreements
- Resolution of Support from Sponsoring Municipality

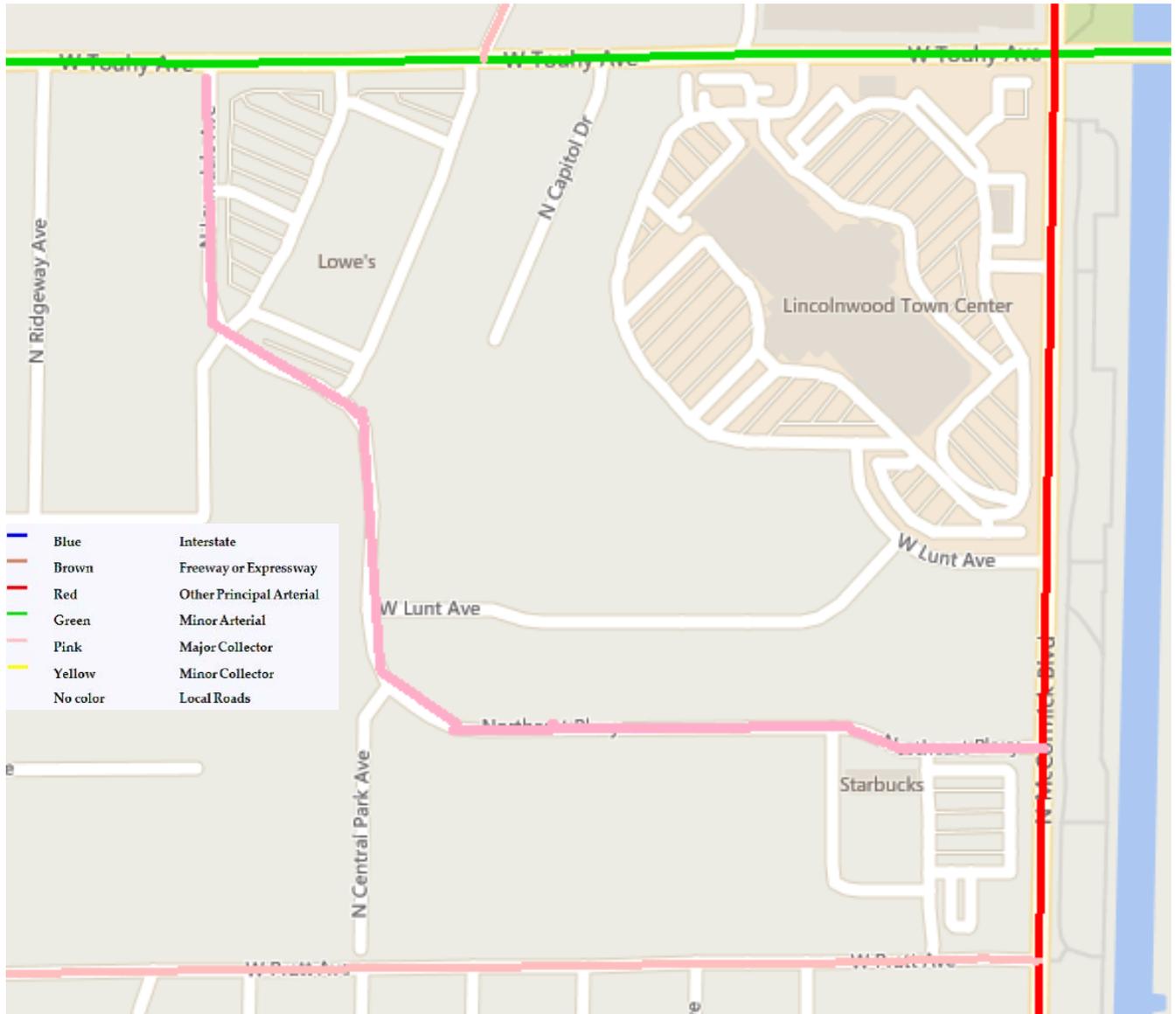


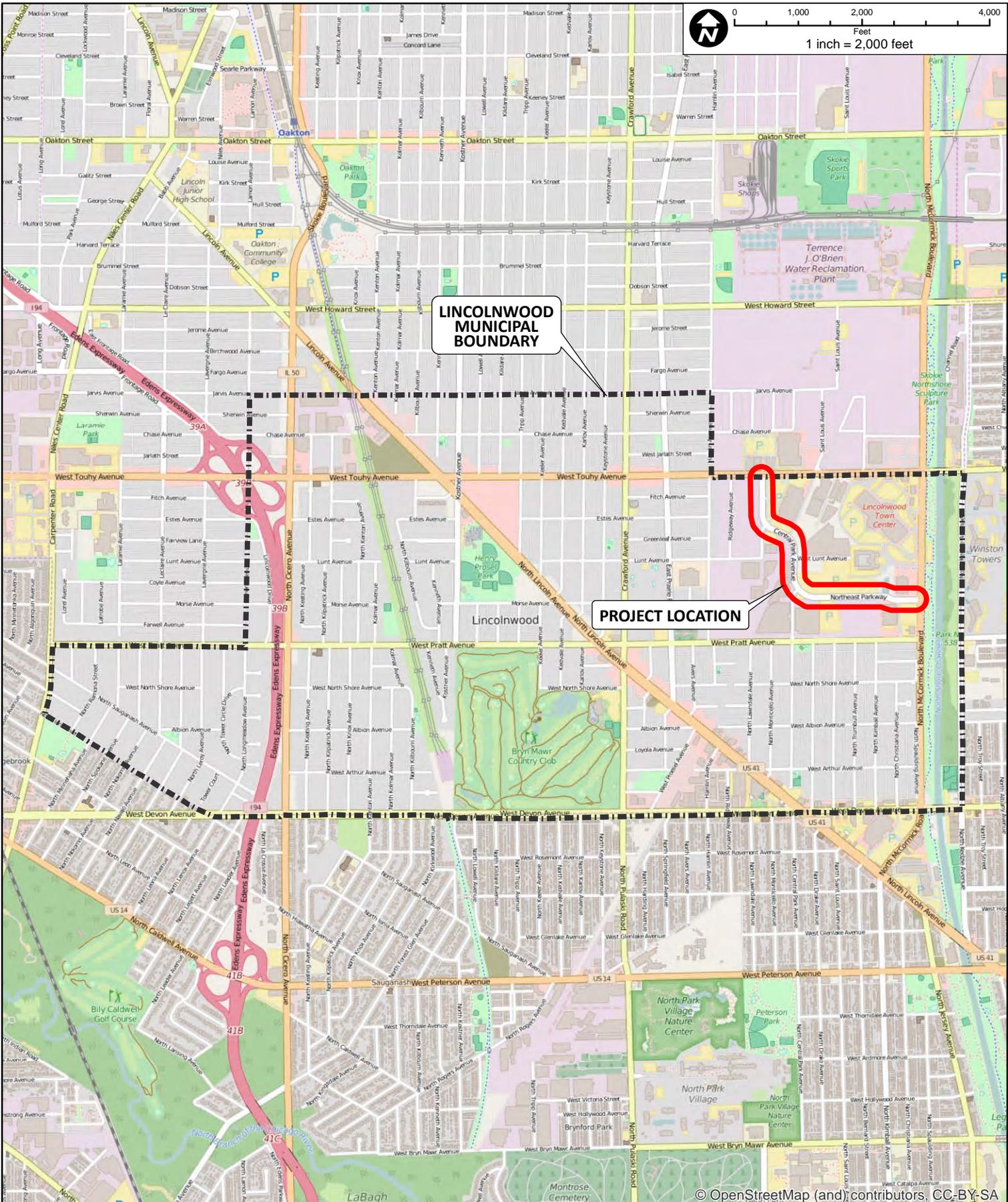
# Current and Planned Traffic Signalization and Stop Sign Control

(No Proposed Changes)



# IDOT Functional Classification Map





© OpenStreetMap (and) contributors, CC-BY-SA

CLIENT:



VILLAGE OF  
LINCOLNWOOD

TITLE:

PROJECT LOCATION MAP  
LAWNDALE AVENUE  
CENTRAL PARK AVENUE AND NORTHEAST PARKWAY

PROJ. NO. 140090/A0000

DATE: 05-12-16

SHEET 1 OF 1

DRAWING NO.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	1" = 2,000'
DWN.		USER:	dwalters
CHKD.		PLOT DATE:	5/12/2016
FILE NAME:	LocationMap		

EXH 1

Path: N:\LINCOLNWOOD\140090\A0000\GIS\EXHIBITS\LocationMap.mxd



#### Village Hall

5127 Oakton Street  
Skokie, Illinois 60077

Phone (847) 673-0500  
Fax (847) 673-0525

www.skokie.org  
SkokieVision Municipal Cable  
1660 AM Skokie

#### Council-Manager Government

Mayor	George Van Dusen
Clerk	Pramod C. Shah
Trustees	Michele L. Bromberg
	Karen Gray-Keeler
	Ralph Klein
	Randall E. Roberts
	Edie Sue Sutker
	Ilonka Ulrich
Manager	John T. Lockerby
Counsel	Michael M. Lorge

#### Awards and Distinctions

All America City Finalist  
American Public Works Association (APWA) Accreditation  
Commission on Accreditation for Law Enforcement Agencies (CALEA)  
Commission on Fire Accreditation International (CFAI)  
Fitch IBCA AAA Financial Bond Rating  
Gold Level Clean Air Counts Community  
Governor's Hometown Award  
Government Finance Officers Association Budget Award  
Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting  
Illinois Law Enforcement Accreditation (ILEAP)  
Insurance Services Office (ISO) Class One Fire Department  
State of Illinois Certified Health Department  
Tree City U.S.A. Distinction

# Village of Skokie

Engineering Division

December 28, 2015

Ms. Ashley Engelmenn  
Director of Public Works  
Village of Lincolnwood  
7001 North Lawndale Avenue  
Lincolnwood, IL 60712

**Re: Reclassification of Village of Lincolnwood Streets**

Dear Ms. Engelmenn,

I spoke with a member of your staff regarding the desire of Lincolnwood to reclassify certain roadways in Lincolnwood. The roadways requested for reclassification are as follows: Lawndale Avenue, Central Park Avenue, and Northeast Parkway. These roads run from Touhy Avenue, south and easterly to McCormick Boulevard. Lincolnwood requests to change the classification of these streets from local to collector.

The Village of Skokie supports this request.

Very truly yours,

Erik P. Cook  
Director of Engineering

EPC

C: Max Slankard, Director of Public Works  
Amandeep Mann, Transportation Engineer

Lincolnwood  
 Lawndale Avenue  
 between  
 Touhy Avenue & Central Park Avenue

## Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	07-Mar-16 Mon	NB	SB	Combined Total	
12:00 AM		0	4	4	
01:00		6	7	13	█
02:00		7	4	11	█
03:00		5	32	37	██
04:00		37	43	80	██████
05:00		37	50	87	███████
06:00		24	95	119	█████████
07:00		50	120	170	███████████
08:00		82	142	224	█████████████
09:00		78	128	206	█████████████
10:00		95	151	246	█████████████
11:00		97	146	243	█████████████
12:00 PM		142	178	320	█████████████
01:00		92	159	251	█████████████
02:00		112	176	288	█████████████
03:00		100	153	253	█████████████
04:00		125	180	305	█████████████
05:00		95	131	226	█████████████
06:00		58	126	184	█████████████
07:00		51	91	142	███████████
08:00		36	66	102	█████████
09:00		31	52	83	█████████
10:00		10	25	35	██
11:00		7	12	19	█
<b>Total</b>		<b>1377</b>	<b>2271</b>	<b>3648</b>	
<b>Percent</b>		<b>37.7%</b>	<b>62.3%</b>		

Lincolnwood  
 Lawndale Avenue  
 between  
 Touhy Avenue & Central Park Avenue

## Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	08-Mar-16 Tue	NB	SB	Combined Total	
12:00 AM		9	7	16	█
01:00		8	5	13	█
02:00		10	4	14	█
03:00		9	30	39	█
04:00		31	25	56	█
05:00		29	37	66	█
06:00		22	82	104	█
07:00		51	97	148	█
08:00		72	135	207	█
09:00		76	111	187	█
10:00		78	136	214	█
11:00		93	115	208	█
12:00 PM		130	175	305	█
01:00		89	160	249	█
02:00		119	142	261	█
03:00		124	173	297	█
04:00		134	167	301	█
05:00		90	137	227	█
06:00		85	109	194	█
07:00		42	89	131	█
08:00		37	64	101	█
09:00		21	41	62	█
10:00		8	15	23	█
11:00		6	21	27	█
<b>Total</b>		<b>1373</b>	<b>2077</b>	<b>3450</b>	
<b>Percent</b>		<b>39.8%</b>	<b>60.2%</b>		
<b>Grand Total</b>		<b>2750</b>	<b>4348</b>		
<b>Percentage</b>		<b>38.7%</b>	<b>61.3%</b>		

ADT = 3,450      AADT = 3,560

Lincolnwood  
 Central Park Avenue  
 between  
 Lawndale Avenue & Northeast Pkwy

# Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	07-Mar-16 Mon	NB	SB	Combined Total	
12:00 AM		0	7	7	█
01:00		2	5	7	█
02:00		5	3	8	█
03:00		0	20	20	█
04:00		6	34	40	█
05:00		37	30	67	█
06:00		32	73	105	█
07:00		65	76	141	█
08:00		110	111	221	█
09:00		81	88	169	█
10:00		82	117	199	█
11:00		82	98	180	█
12:00 PM		113	112	225	█
01:00		76	111	187	█
02:00		93	134	227	█
03:00		95	116	211	█
04:00		129	139	268	█
05:00		75	108	183	█
06:00		52	79	131	█
07:00		45	70	115	█
08:00		31	47	78	█
09:00		18	38	56	█
10:00		8	22	30	█
11:00		2	8	10	█
<b>Total</b>		<b>1239</b>	<b>1646</b>	<b>2885</b>	
<b>Percent</b>		<b>42.9%</b>	<b>57.1%</b>		

Lincolnwood  
 Central Park Avenue  
 between  
 Lawndale Avenue & Northeast Pkwy

## Fish Transportation Group

801 South Blvd Suite 5  
 Oak Park, IL 60302

Date Start: 07-Mar-16  
 Date End: 08-Mar-16

Start Time	08-Mar-16 Tue	NB	SB	Combined Total	
12:00 AM		3	4	7	█
01:00		6	3	9	█
02:00		11	4	15	█
03:00		13	22	35	█
04:00		20	26	46	█
05:00		30	21	51	█
06:00		32	68	100	█
07:00		57	70	127	█
08:00		80	95	175	█
09:00		70	75	145	█
10:00		65	81	146	█
11:00		75	73	148	█
12:00 PM		108	113	221	█
01:00		92	108	200	█
02:00		89	104	193	█
03:00		108	120	228	█
04:00		117	138	255	█
05:00		69	102	171	█
06:00		64	77	141	█
07:00		43	63	106	█
08:00		30	41	71	█
09:00		20	35	55	█
10:00		8	13	21	█
11:00		2	16	18	█
Total		1212	1472	2684	
Percent		45.2%	54.8%		
Grand Total		2451	3118		
Percentage		44.0%	56.0%		

ADT = 2,680

AADT = 2,790

# Request For Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 8

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Zoning Board of Appeals Concerning Case #ZB-05-16 Regarding Approval of a Wall Sign Variation on the South Building Elevation and Denial of a Wall Sign Variation on the West Building Elevation for the Property Located at 6540 North Lincoln Avenue

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

ICON Identity Solutions, Inc. ("Petitioner") on behalf of MBRE Healthcare, Property Owner of 6540 North Lincoln Avenue, seeks a Wall Sign Variation to allow two new wall signs for a total of five wall signs including existing approved signage. The subject property is a corner lot and, per the Zoning Code, two wall signs are allowed (one per street frontage). In 2013, the property was granted a Variation to allow three wall signs, two facing Lincoln Avenue (east elevation) and one facing Hamlin Avenue (south elevation).

The Petitioner seeks to install one new wall sign facing Hamlin Avenue and one wall sign on the rear elevation (west elevation) facing the off-street parking area. The proposed individual letter sign facing Hamlin Avenue announces Advocate Medical Group and is to be installed below the existing Illinois Bone & Joint Institute sign. The second proposed sign, a box sign, is to face the off-street parking area and announces both Illinois Bone & Joint Institute and Advocate Medical Group and is proposed above the rear entrance to the building.

## **Public Hearing**

The Zoning Board of Appeals (ZBA) considered the requested Wall Sign Variation at its May 18, 2016 meeting. The ZBA inquired as to the hardship that would support the requested zoning relief. Mr. Allen of ICON Identity Solutions, Inc. stated that the hardship is on the customers of Illinois Bone & Joint and Advocate Medical Group. Mr. Allen stated that customers have difficulties identifying the entrance to the building from the off-street parking area west of the building. Mr. Allen added that the additional wall sign facing Hamlin Avenue will help identify the second occupant of the building, Advocate Medical Group.

The ZBA discussed alternative signage permitted by the Zoning Code, focusing on options to identify the rear entrance to the building. The ZBA stated that the Zoning Code permits a 10-square-foot sign to announce the rear entrance to the building. The ZBA concluded that a box sign announcing both tenants is not the minimum requested relief necessary to address the Petitioner's needs to identify the rear entrance.

The ZBA indicated general support for a second wall sign facing Hamlin Avenue. The Commission concluded that the request for each tenant to have a wall sign on the east elevation (facing Lincoln Avenue) and the south elevation (facing Hamlin Avenue) is reasonable and not contrary to the intent of the sign regulations.

At the Public Hearing, no testimony was received from the public.

**Recommendation**

The Zoning Board of Appeals forwards two recommendations relative to the Wall Sign Variation request, one for each of the proposed new signs at 6540 North Lincoln Avenue.

- By a 5-1 vote (Commissioner O'Brien dissenting), the Zoning Board of Appeals recommends approval of the Advocate Medical Group individual letter wall sign on the south elevation (facing Hamlin Avenue); and
- By a 6-0 vote, the Zoning Board of Appeals recommends denial of the rear box sign on the west elevation (facing the off-street parking area).

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. May 18, 2016 Zoning Board of Appeals Minutes Excerpt (Draft)
2. May 18, 2016 Staff Report to the Zoning Board of Appeals
3. Section 11.04(2)i of the Zoning Code
4. Ordinance No. 2013-3040
5. Zoning Variation Application
6. Proposed Sign Information

**RECOMMENDED MOTION:**

**Move to concur** with a recommendation of the Zoning Board of Appeals to:

- Approve the Advocate Medical Group individual letter wall sign on the south elevation (facing Hamlin Avenue); and
- Deny the rear box sign on the west elevation (facing the off-street parking area) and to direct the Village attorney to prepare an Ordinance for adoption.

**DRAFT****V. Case #ZB-05-16: Public Hearing – 6540 North Lincoln Avenue – Wall Sign Variation**

Chairman Theisen announced Case #ZB-05-16 and swore in the Petitioner Mr. John Allen, on behalf of NBRE Healthcare.

Development Manager Cook stated this request is for consideration for a wall sign Variation to exceed the maximum number of wall signs. The Zoning Code allows a maximum of one wall sign per street frontage. The property is on a corner lot and is allowed two wall signs. A Variation was granted in 2013 allowing three wall signs. They are seeking to add two additional wall signs for a total of five wall signs. The proposed signs are for the Advocate Medical Group and the Illinois Bone & Joint Institute. The first proposed sign for the Advocate Medical Group will be added to the south elevation below the existing sign for the Illinois Bone & Joint Institute. The second proposed sign is combined sign above a secondary entrance on the west elevation facing the parking lot. This sign is proposed to be 60-square feet in area; the Code allows a maximum of 10-square feet.

The Standards for Granting Relief were presented for review with specific emphasis on the Sections applicable to this request.

Staff did receive a phone call from a nearby resident indicating concern over light pollution and that the signs should be on a timer. Mr. Allen said the signs would only be illuminated from 5:00 p.m. to 10:00 p.m.

Mr. Allen indicated the hardship is actually on their users. Mr. Allen stated that there has been some confusion from their customers as to where the entrance is located from the back parking lot. A secondary sign over the entrance in the parking lot announces the entrance into the facility. A two-tenant sign could not fit on ten-square feet of signage.

There was discussion regarding the hardship to the Petitioner if this request was not granted and also if the existing signs would be transferrable to another owner or if an additional tenant occupied the building wanted their own signage.

Mr. Allen inquired whether they could seek approval for one sign. Mr. Cook replied that the ZBA could vote on approval of only one of the signs if that is their preference. Mr. Allen indicated that it would be their preference to seek sign approval for the secondary entrance on the west elevation. There was discussion as to whether to allow more signage in the future, including signs that are exempt from the Zoning Code, i.e. directional signage, Mr. Cook stated that the recommended motion could contain explicit language excluding any additional signage. Mr. Allen agreed that no other signage would be sought in the future.

Commissioners O'Brien and Nickell feel that the signage over the secondary entrance could be better served with a smaller sign or a canopy over the entrance. Commissioner Nickell felt that the proposed sign below the existing Illinois Bone & Joint sign would better serve their signage needs. Additionally, Commissioner Nickell felt they could install an entrance sign that is code compliant. Commissioners Keller and O'Brien agreed with Commissioner Nickell.

Chairman Theisen asked if there was anyone in the audience who would like to address the Zoning Board regarding this Public Hearing. Let the record state no one came forward.

**Motion to deny** the 60-square-foot secondary entrance sign facing the parking lot (Sign 1) was made by Commissioner O'Brien and seconded by Commissioner Nickell.

**Aye: O'Brien, Nickell, Grant, Ikezoe-Halevi, Keller, and Theisen**

**Nay: None**

**Motion Approved: 6-0**

**Motion to approve** the Advocate Medical Group sign facing Hamlin Avenue (Sign 2) was made by Commissioner Nickell and seconded by Commissioner Keller.

**Aye: Nickell, Keller, Grant, Ikezoe-Halevi, and Theisen**

**Nay: O'Brien**

**Motion Approved: 5-1**

## **VI. Other Business**

Commissioner Ikezoe-Halevi asked Mr. Cook to explain why some recent recommendations made by the Zoning Board have been reversed, specifically Lou Malnati's, the Mobil Sign Variation, and the Off-Street Parking Variation for 7370 North Cicero Avenue. Development Manager Cook explained that Malnati's made significant changes to their original plan. Subsequently, Malnati's did receive approval from the Plan Commission. For the dental office at 7370 Cicero Avenue, this was a change in the way the Village views and considers parking in front of a building. The Plan Commission and the Village Board adopted a text amendment that off-street parking lots be viewed as a Special Use instead of a Variation. The Mobil sign was a difference in view toward the application.

## **VII. Next Meeting**

The next meeting of the Zoning Board of Appeals is scheduled for Wednesday, July 20, 2016.

## **VIII. Public Comment**

Chairman Theisen asked if there was anyone in the audience who would like to address the Zoning Board. Let the record state no one came forward.

## **IX. Adjournment**

**Motion to adjourn** was made by Commissioner Grant and seconded by Commission Ikezoe-Halevi. Meeting adjourned at 9:00 p.m.

**Aye: Grant, Ikezoe-Halevi, Keller, Nickell, O'Brien, and Theisen**

**Nay: None**

**Motion Approved: 6-0**

Respectfully Submitted,



## Zoning Board of Appeals Staff Report

### Case # ZB-05-16

May 18, 2016

**Subject Property:**  
6540 North Lincoln Avenue

**Zoning District:** B1 Traditional  
Business/Residential Transition Area

**Petitioner:** ICON Identity Solutions,  
Inc. on behalf of MBRE Healthcare,  
Property Owner

**Nature of Request:** The property  
owner is seeking a Sign Variation to allow  
a total of five wall signs at 6540 North  
Lincoln Avenue.



**Requested Action:**

Variation to allow two additional wall signs on the existing building, for a total of five wall signs on a corner lot where a maximum of two wall signs are allowed. (Section 11.04(2)i).

**Notification:** Notice in Lincolnwood Review dated April 28, 2016, Public Hearing Sign Installed at 6440 North Leroy Avenue, and Mailed Legal Notices Dated April 28, 2016 to Properties within 250 feet.

**Summary of Request**

ICON Identity Solutions, Inc. on behalf of MBRE Healthcare, Property Owner, seeks a Sign Variation to allow a total of five wall signs at the medical office building at 6540 North Lincoln Avenue. The building is currently improved with a total of three wall signs. Illinois Bone and Joint has a wall sign on both the Lincoln Avenue and Hamlin Avenue elevations. The third sign is Advocate Medical Group is installed on the Lincoln Avenue elevation. The existing sign package was approved by Ordinance No. 2013-3040 which authorized a variation to permit a total of three wall signs on a corner lot where a maximum of one wall sign per street frontage is permitted.

The Petitioner seeks approval of two additional wall signs. The proposed new signs include one individual letter wall sign announcing Advocate Medical Group which is to be installed on the Hamlin Avenue elevation below the existing Illinois Bone & Joint Institute sign. The second proposed sign, a box sign, is proposed on the west elevation facing the off-street

parking area. This sign announces both Illinois Bone & Joint Institute and Advocate Medical Group and is located above an entrance to the building.

In total, the proposed sign package would include two signs on each elevation facing a street, individually announcing Illinois Bone & Joint Institute and Advocate Medical Group respectively; and a fifth wall sign facing the off-street parking area. The Zoning Code does allow for an additional wall sign that identify the rear entrance of a business establishment, provided that such signs do not exceed 10 square feet. This provision may be generally applicable to the box sign proposed on the west elevation however, the sign is approximately 60 square feet in area and is therefore ineligible for this exception.

### **Conclusion**

The Petitioner seeks a Sign Variation to allow a total sign package of five wall signs for the medical office building at 6540 North Lincoln Avenue. Staff has received a telephone call regarding this petition from a nearby residential property owner. The resident expressed concern with the potential for illuminated signs to create light pollution. The resident requested that all signs be placed on a timer to ensure that illuminated signs are turned off at night.

### **Documents Attached**

1. Section 11.04(2)i of the Zoning Code
2. Ordinance No. 2013-3040
3. Zoning Variation Application
4. Proposed Sign Information

**Board Action Standards For Granting Relief**

In determining whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance, the following standards shall be taken into consideration the extent to which the following facts are established:

<b><u>STANDARDS</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>
<i>a. The requested major variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;</i>		
<b>Notes:</b>		
<i>b. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;</i>		
<b>Notes:</b>		
<i>c. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same zoning district;</i>		
<b>Notes:</b>		
<i>d. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;</i>		
<b>Notes:</b>		
<i>e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;</i>		
<b>Notes:</b>		
<i>f. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;</i>		
<b>Notes:</b>		
<i>g. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property;</i>		
<b>Notes:</b>		
<i>h. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.</i>		
<b>Notes:</b>		

<b><u>SIGN VARIATION STANDARDS</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>
<i>i. The proposed Variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance;</i>		
<b>Notes:</b>		
<i>j. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance;</i>		
<b>Notes:</b>		
<i>k. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any;</i>		
<b>Notes:</b>		
<i>l. The proposed sign conforms with the design and appearance of nearby structures and signs.</i>		
<b>Notes:</b>		

building.

- v. Setback. No monument sign shall be located closer than 10 feet to an exterior property line, nor closer than 50 feet to an interior property line. For a monument sign constructed at a unified business center, under multiple ownerships, interior lot lines shall only pertain to the outermost lot line.
- vi. Public service sign display. A monument sign may incorporate a public service sign.
- vii. Distance measurement. The location of a monument sign shall be measured as the distance between the point of reference specified and the closest point on the sign.
- viii. Sight triangle. A monument sign within any sight triangle shall be a maximum of three feet in height.
- ix. Overhang. No monument sign may overhang any part of a structure, parking or loading space, driveway or maneuvering aisle.
- x. Landscaping. A monument sign must be located in a landscaped area separated and protected from vehicular circulation and parking areas. A minimum of two square feet of landscaping shall be required for every one square foot of sign face. When located in a parking area, continuous reinforced perimeter Portland cement concrete curbing is required. Monument signs must also be landscaped in accordance with Subsection 11.08(14) of this article.
- xi. Gas station. Changeable copy used in a gas station monument sign shall be included in the maximum sign area for an allowable monument sign. Gas station signs must incorporate the changeable copy price information into the main identification sign face.
- xii. Sign design and glare reduction. To minimize glare, the illumination of an internally illuminated monument sign shall not exceed the following requirements:  
[Amended 9-20-2011 by Ord. No. 2011-2962]
  - 1. Seventy-five footcandles, measured perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign; or
  - 2. When the sign is located in a residential zoning district, 25 footcandles measured perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign; or
  - 3. One footcandle on adjoining residential property, measured three feet above the ground.

(2) Wall signs.

- i. Number. A maximum of one wall sign per street frontage per business establishment shall be permitted, except that:
  - 1. The Zoning Officer may authorize an additional wall sign for each distinct use within a business establishment, provided there is a separate exterior entrance for each such use;

2. The Zoning Officer may authorize one wall sign on walls not facing a street, provided the wall is adjacent to nonresidential property and is not visible from the street; [Amended 2-5-2013 by Ord. No. 2013-3035]
  3. Wall signs may be permitted which identify the rear entrance of a business establishment, provided such signs do not exceed 10 square feet; and
  4. No wall signs shall be erected for individual tenants in a multistory, multi-tenant office or industrial building.
- ii. Sign location. Each wall sign shall be located within a permitted signable wall area. The vertical dimensions of such signable wall area shall not exceed six feet. Signable wall area shall not extend above the top of the fascia or parapet of a building or beyond the premises of a particular business establishment. (See Section 11.08 of this article.)
- iii. Sign area.
1. The area of a wall sign shall not exceed 1/3 of the signable wall area or 10 square feet, whichever is greater (See also Subsection 11.08(18) of this article.); provided, however, that in no case shall the wall sign area exceed 100 square feet.
  2. The provisions of this Paragraph 11.04(2)(c) may not be varied pursuant to Article V of this Zoning Ordinance, except in consideration of the standards set forth in Subsection 5.15(7) of this Zoning Ordinance and the following additional factors:
    - (1) The architectural composition of the building;
    - (2) The area and configuration of the signable wall area;
    - (3) The linear feet of the building frontage;
    - (4) The overall surface area of the building facade;
    - (5) The linear distance of the building facade from the street; and
    - (6) The height and quantity of the sign copy.
- iv. Projections. No wall sign shall project from the building wall more than 15 inches.
- v. Height. The maximum height of a wall sign shall be 30 feet from finished grade or the bottom sills of any second floor windows, whichever is less. (See also Subsection 11.08(8) of this article.)
- vi. Time/temperature display. Time/temperature displays may be permitted as part of a wall sign.



1308631020

Doc#: 1308631020 Fee: \$64.00  
RHSP Fee:\$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/27/2013 10:58 AM Pg: 1 of 14

THIS SPACE FOR RECORDERS USE ONLY

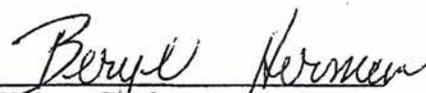
**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2013-3040**

**AN ORDINANCE GRANTING VARIATIONS FOR  
THE DEVELOPMENT OF 6540 N. LINCOLN AVENUE**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS 19<sup>th</sup> DAY OF FEBRUARY, 2013.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
19<sup>th</sup> day of February, 2013

  
Village Clerk

**AN ORDINANCE GRANTING VARIATIONS FOR  
THE DEVELOPMENT OF 6540 N. LINCOLN AVENUE**

WHEREAS, Park M. Kang and Jung Ja Kang, as trustees of the Kang Living Trust ("**Owner**"), are the record title owners of that certain property located in the B1 Traditional Business District ("**B-1 District**"), commonly known as 6540 North Lincoln Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Property is improved with an existing vacant 18,000 square foot building ("**Building**") and existing hardsurfaced off-street parking lot; and

WHEREAS, Debb Kosich LLC, the contract purchaser of the Property ("**Applicant**"), desires to operate medical office uses ("**Proposed Use**") within the existing Building on the Property; and

WHEREAS, pursuant to Section 6.03(2)(b) and Table 6.03.01 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the minimum distance of a driveway from a street intersection (measured from the intersection of the street rights-of-way to the nearest end of the curb radius) is 30 feet; and

WHEREAS, the existing driveway located near the northeast corner of the Property ("**Northeasterly Driveway**") is located approximately eight feet from the intersection of Lincoln Avenue and Hamlin Avenue, in violation of Section 6.03(2)(b) and Table 6.03.01 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.14(1) of the Zoning Ordinance, the minimum perimeter landscape width for off-street parking lots is 8 feet; and

WHEREAS, the Applicant desires to improve the Property with a six-foot-wide landscaped area along the Lincoln Avenue frontage of the off-street parking lots on the Property, with a four-foot-wide landscape area along the rear of the off-street parking lots, and with no landscaping along the other perimeters of the off-street parking lots (collectively, the "**Proposed Perimeter Landscaping**"), in violation of Section 6.14 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.14(2) of the Zoning Ordinance, a planting island equal in area to a parking space is required to be located at the end of each parking row within off-street parking lots; and

WHEREAS, the Applicant proposes to install less than the required number or size of planting islands within the off-street parking lots on the Property (collectively, the "**Proposed Planting Islands**"), in violation of Section 6.14(2) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.15 of the Zoning Ordinance, a minimum setback and landscape area of six feet in width shall be located along the front and sides of all buildings; and

WHEREAS, the Applicant proposes to install a five-foot-wide landscape area along the Lincoln Avenue frontage of the Building ("**Proposed Lincoln Avenue Foundation Landscaping**"), in violation of Section 615 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 7.06(5) of the Zoning Ordinance, off-street parking is not permitted in required front and corner side yards; and

WHEREAS, the Applicant desires to improve the Property with off-street parking spaces in the required front and corner side yards of the Property, in violation of Section 7.06(5) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 11.04(2)(i) of the Zoning Ordinance, not more than one wall sign is permitted per street frontage; and

WHEREAS, the Applicant desires to install two wall signs along the Lincoln Avenue frontage of the Building ("**Proposed Lincoln Avenue Signs**"), in violation of Section 11.04(2)(i) of the Zoning Ordinance; and

WHEREAS, the Applicant and the Village desire for the Property to be put to its optimum use; and

WHEREAS, in order to permit the Proposed Use on the Property, the Applicant, with the consent of the Owner, has filed an application for: (i) a variation from the minimum driveway separation requirement set forth in Section 6.03(2)(b) and Table 6.03.01 of the Zoning Ordinance to permit the continued maintenance of the Northeasterly Driveway on the Property; (ii) variations from the minimum landscaping requirements set forth in Sections 6.14(1), 6.14(2) and 6.15 of the Zoning Ordinance, to permit the installation of the Proposed Perimeter Landscaping, Proposed Planting Islands, and Proposed Lincoln Avenue Foundation Landscaping on the Property; (iii) a variation from Section 7.06(5) of the Zoning Ordinance to permit the location of off-street parking spaces within the required front and corner side yards of the Property; and (iv) a variation from Section 11.04(2)(i) of the Zoning Ordinance to permit the installation of the Proposed Lincoln Avenue Signs (collectively, the "**Requested Variations**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("**ZBA**") to consider approval of the Requested Variations was duly advertised in the *Lincolnwood Review* and held on January 16, 2013; and

WHEREAS, on January 16, 2013, the ZBA made findings and recommendations in support of the Requested Variations, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variations meet the required standards for variations as set forth in Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Variations, 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 REQUESTED VARIATIONS. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the Village President and Board of Trustees shall, and do hereby, grant the following variations from the Zoning Ordinance in connection with the Proposed Use of the Property:

- A. Driveway Separation Requirement. A variation from Section 6.03(2)(b) and Table 6.03.01 of the Zoning Ordinance to decrease the minimum distance of the Northeastly Driveway from the intersection of Lincoln Avenue and Hamlin Avenue from 30 feet to 8 feet.
- B. Perimeter Landscape Width. A variation from Section 6.14(1) of the Zoning Ordinance to decrease the minimum perimeter landscaped area width along the perimeters of the off-street parking lots on the Property, as follows:
  - 1. From eight feet to six feet along the northeast lot line of the Property;
  - 2. From eight feet to four feet along the southwest lot line of the Property; and
  - 3. From eight feet to zero feet along the northwest and southeast lot lines of the Property.
- C. Planting Islands. A variation from Section 6.14(2) of the Zoning Ordinance to reduce the requirement to construct planting islands at the end of the rows of parking spaces within the off-street parking lots on the Property, as depicted in the Plans (as that term is defined in Section 3.B of this Ordinance).
- D. Foundation Landscaping. A variation from Section 6.15 of the Zoning Ordinance to decrease the minimum setback and landscape area required along that portion of the foundation of the Building nearest to and parallel to Lincoln Avenue, from six feet in width to approximately four feet in width.
- E. Off-Street Parking. A variation from Section 7.06(5) of the Zoning Ordinance to permit off-street parking in the required front and corner side yards of the Property.
- F. Signs Per Street Frontage. A variation from Section 11.04(2)(i) of the Zoning Ordinance to permit the installation of the Proposed Lincoln Avenue Signs.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section Two of this Ordinance shall be, and are hereby, expressly subject to,

and contingent upon, the development, use, and maintenance of the Building and the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Building and the Property shall comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
  
- B. Compliance with Site Plan. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Building and the Property (including, without limitation, the installation on the Property of the Proposed Perimeter Landscaping, Proposed Planting Islands, and Proposed Lincoln Avenue Foundation Landscaping) shall comply with the following plans, copies of which are attached to and, by this reference, made a part of this Ordinance as **Group Exhibit B** (collectively, the **"Plans"**).
  - 1. The Site Plan, prepared by Stephen Rankin Associates, consisting of one sheet, and dated February 20, 2013;
  - 2. The Trash Enclosure Plan, prepared by Stephen Rankin Associates, consisting of one sheet, and dated January 15, 2013; and
  - 3. The Exterior Elevations Plan, prepared by Stephen Rankin Associates, consisting of one sheet, and dated December 6, 2012.
  
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant shall pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner, the Applicant, and each of their heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section Two of this Ordinance shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the

Village President and Board of Trustees may not so revoke the approval granted in Section Two of this Ordinance unless they shall first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the B-1 District, and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section Two of this Ordinance that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
  2. Publication in pamphlet form in the manner required by law; and
  3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner or the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 19<sup>th</sup> day of February, 2013.

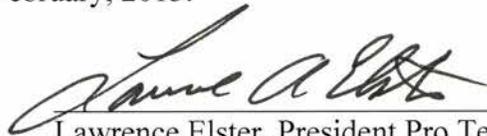
AYES: Trustees Patel, Heidtke, Leftakes, Elster, Sprogis-Marohn, Swanson

NAYS: None

ABSENT: President Turry

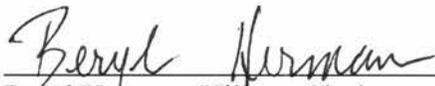
ABSTENTION: None

APPROVED by me this 19<sup>th</sup> day of February, 2013.



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

ATTESTED and FILED in my office this  
19<sup>th</sup> day of February, 2013



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

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1: That part of Lot 13 in John Proesel Estate Partition, being a subdivision of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 35; Township 41 North, Range 13 East of the Third Principal Meridian, lying northeasterly of a line drawn at right angles to the Southeasterly line of said lot through a point in said southeasterly line that is 91.12 feet Northeasterly of the angle corner of said lot (except the Southeasterly 33 feet and the Northeasterly 17 feet, both taken by right angle measurement of said lot) in Cook County, Illinois.

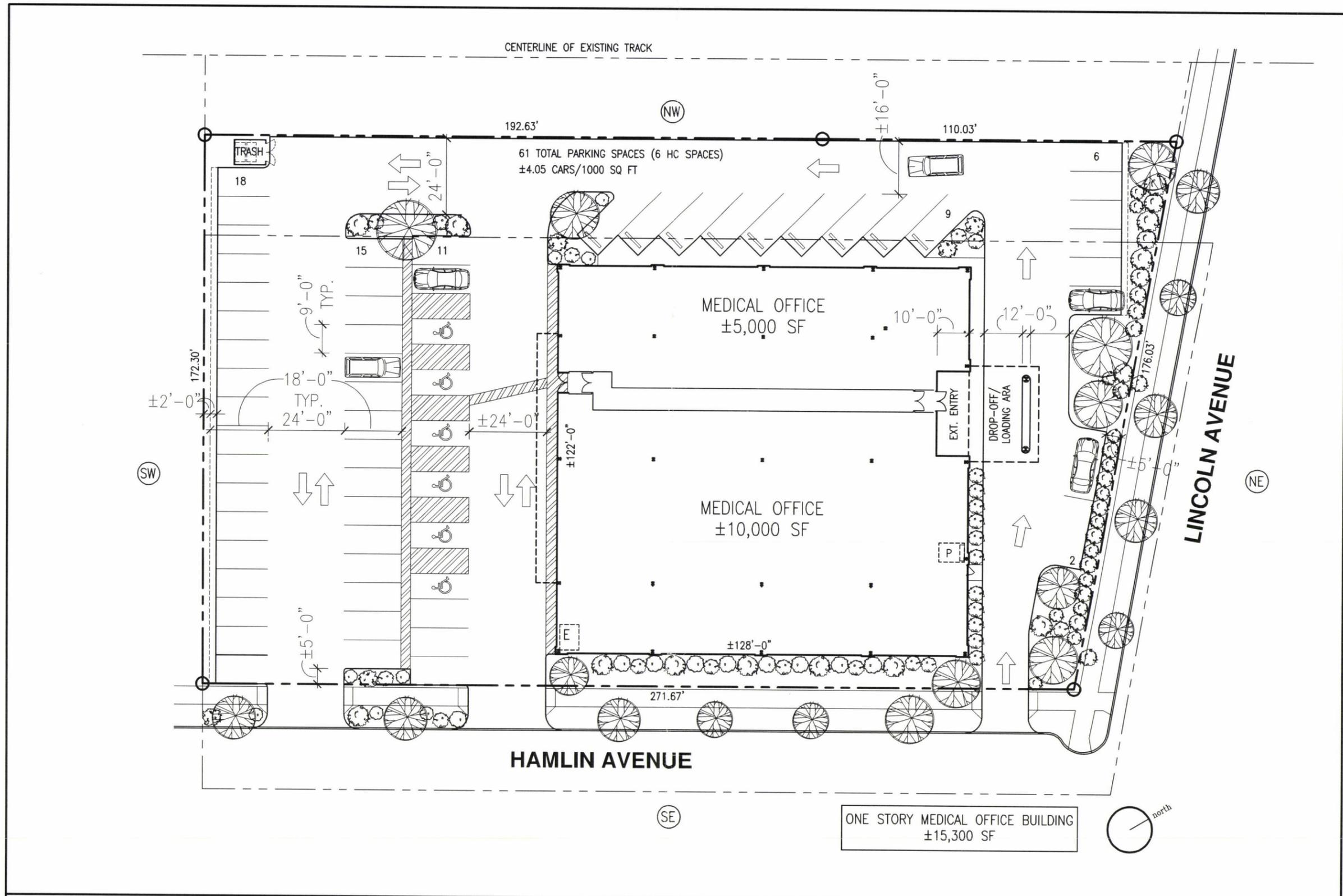
Parcel 2: That part of Chicago and Northwestern Railroad right of way, lying Northwesterly and adjacent to Lot 13 in John Proesel Estate Partition being a Subdivision of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at a point on the Southeasterly line of said Lot 13, said point being 91.12 feet Northeasterly of an angle corner in said lot; thence Northwesterly at right angles to the Southeasterly line of Lot 13, 173.75 feet for the point of beginning on the Northwesterly line of said Lot 13 said line also being the Southeasterly line of Chicago and Northwestern right of way; thence continuing on said line 31.55 feet more or less to a line 25 feet Southeasterly and parallel to the existing center line of the railroad track; thence Northeasterly on said parallel line 192.63 feet to a point of curvature; thence continuing Northeasterly on a curve to the left an arc and chord distance of 110.03 feet Said curve having a radius of 5748.45 feet to the existing Southwesterly right of way line of Lincoln Avenue as widened; thence Southeasterly 32.16 feet along the existing right of way line of Lincoln Avenue 32.16 feet more or less, to the Northwesterly line of said Lot 13, thence Southwesterly on the Northwesterly line of said Lot 13 on a curve to the right an arc and chord distance of 104.35 feet, said curve having a radius of 5780.00 feet; thence continuing Southwesterly on the Northwesterly line of said Lot 13, 192.63 feet more or less to the point of beginning, containing 9,460 square feet, more or less, all in Cook County, Illinois,

Commonly referred to as 6540 North Lincoln Avenue.

P.I.N.: 10-35-325-014-0000 and 10-35-325-020-0000

**GROUP EXHIBIT B**

**PLANS**



**STEPHEN RANKIN ASSOCIATES**  
ARCHITECTS  
205 W. WACKER DR. #720  
CHICAGO, ILLINOIS 60606

Tel: 312.899.0002  
Fax: 312.899.0965  
Web: www.srankin.com  
Email: Architects@srankin.com

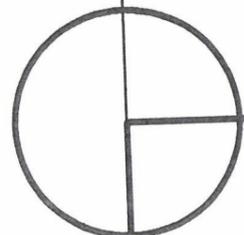
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6540 NORTH LINCOLN AVENUE  
LINCOLNWOOD, ILLINOIS  
MEDICAL OFFICE BUILDING  
SITE PLAN

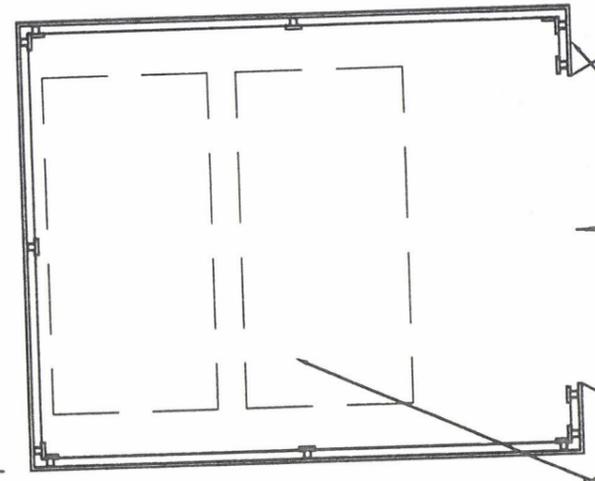
DATE 02/20/13	SCALE 1 TO 40'	JOB # 1224
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1

REF: .



8'-0"



6'-0" HIGH WOOD FENCE  
SCREEN WITH SOLID WOOD  
GATE FOR TRASH ENCLOSURE

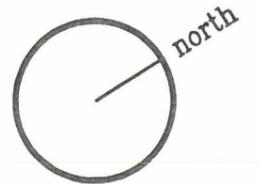
(2) 3' X 6' COMMERCIAL  
TRASH BINS, TYP.

10'-0"

1

# TRASH ENCLOSURE PLAN

SCALE: 1/4"=1'-0"



**STEPHEN RANKIN  
ASSOCIATES**  
ARCHITECTS

205 W. WACKER DR. #720  
CHICAGO, ILLINOIS 60606

Tel: 312.899.0002  
Fax: 312.899.0965  
Web: www.srankin.com  
Email: Architects@srankin.com

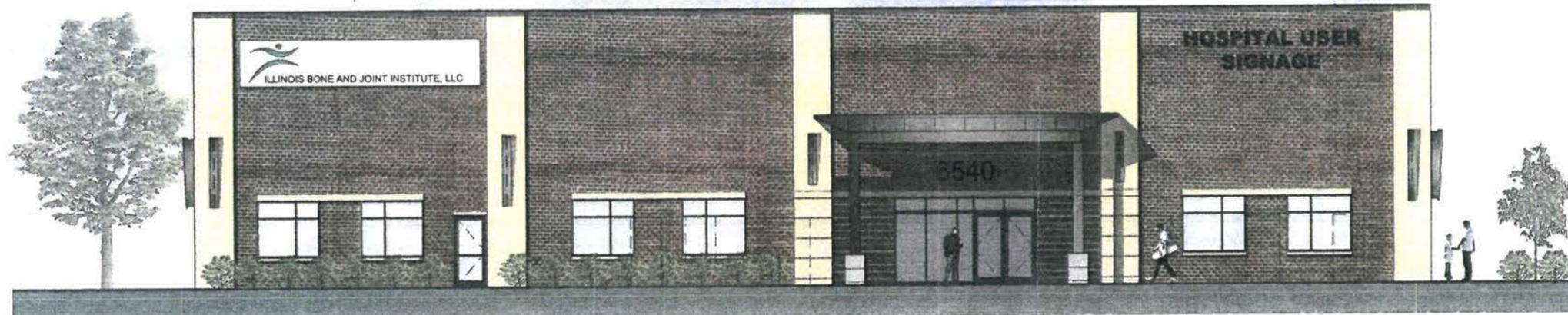
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6540 NORTH LINCOLN AVENUE  
LINCOLNWOOD, ILLINOIS  
MEDICAL OFFICE BUILDING  
TRASH ENCLOSURE PLAN

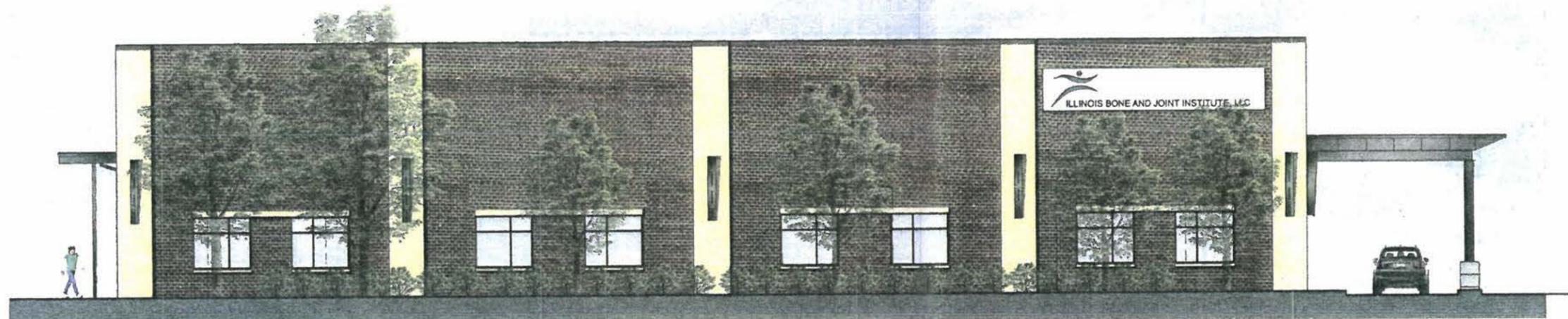
DATE 1/15/13	SCALE 1/4"=1'-0"	JOB # 1224
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3

REF: .



NORTHEAST ELEVATION



SOUTHEAST ELEVATION

6540 North Lincoln Avenue - Medical Office Building  
December 6, 2012



 **STEPHEN RANKIN ASSOCIATES**  
DISTINCTIVE ARCHITECTURAL DESIGN & PLANNING

## EXHIBIT C

### UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lincolnwood, Illinois ("*Village*");

**WHEREAS**, Park M. Kang and Jung Ja Kang, as trustees of the Kang Living Trust ("*Owner*"), are the record title owners of that certain property located in the B1 Traditional Business District, commonly known as 6540 North Lincoln Avenue, in the Village ("*Property*"); and

**WHEREAS**, Ordinance No. 2013-3040, adopted by the Village President and Board of Trustees on February 19, 2013 ("*Ordinance*"), grants variations from "The Village of Lincolnwood Zoning Ordinance" to Debb Kosich LLC to permit the reuse of the Property for a medical office; and

**WHEREAS**, Section Eight of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant shall have filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

**NOW, THEREFORE**, the Owner and the Applicant do hereby agree and covenant as follows:

1. The Owner and the Applicant shall, and do hereby, unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner and the Applicant acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.

4. The Owner and the Applicant shall, and do hereby agree to, hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: 2/14, 2013

DEBB KOSICH, LLC  
By: [Signature]  
Its: Manager

KANG LIVING TRUST  
By: [Signature] / Jung sa Kang  
Its: \_\_\_\_\_

#12392673\_V1



**VILLAGE OF LINCOLNWOOD Public Hearing Application**  
**Community Development Department Variations**

**SUBJECT PROPERTY**

Property Address: 6540 N. LINCOLN / 6540 HAMLIN AVE.

Permanent Real Estate Index Number(s): 10-35-325-014-0000

Zoning District: B1 Lot Area: 41,900 SQ. FT.

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.  
PRIMARY STRUCTURE, IMPROVED OFF-SITE PARKING AND FENCE

Are there existing development restrictions affecting the property?  Yes  No  
(Examples: previous Variations, conditions, easements, covenants) If yes, describe: SIGN VARIANCE

**REQUESTED ACTION**

- |   |   |
|---|---|
| <input type="checkbox"/> Variation - Residential        | <input checked="" type="checkbox"/> Variation - Signs/Special Signs |
| <input type="checkbox"/> Variation - Non-Residential    | <input type="checkbox"/> Minor Variation                            |
| <input type="checkbox"/> Variation - Off-Street Parking | <input type="checkbox"/> Other                                      |
| <input type="checkbox"/> Variation - Design Standards   |   |

**PROJECT DESCRIPTION**

Describe the Request and Project: IMPROVEMENT TO EXISTING BUILDING SIGNAGE - AMEND EXISTING SIGNAGE VARIANCE

**PROPERTY OWNER/PETITIONER INFORMATION**

**Property Owner(s):** *(List all Beneficiaries if Trust)*

Name: MBRE HEALTHCARE / ATTN: RONALD REAGAN

Address: 181 W. MADISON, SUITE 4700

Telephone: (312) 487-5974 Fax: (N/A) E-mail: N/A

**Petitioner:** *(if Different from Owner)*

Name: ICON IDENTITY SOLUTIONS, INC. Relationship to Property: AGENT / SIGN CONTRACTOR

Address: 1418 ELMHURST ROAD, ELK GROVE, IL 60007

Telephone: (847) 631-3188 Fax: (888) 446-7427 E-mail: DMERRITT@ICONID.COM

**NOTICE OF REASONABLE ACCOMMODATION PROCESS**

An alternate process is provided by the Village for persons with disabilities or handicaps who seek a Reasonable Accommodation from the Zoning Code regulations in order to gain equal access to housing. If you seek a Reasonable Accommodation from the Zoning Code based on disability or handicap, do not complete this application form, but rather a separate application for Reasonable Accommodation. For more information on this process, consult Section 4.06(3) of the Zoning Code, or contact the Community Development Department at 847.673.7402.

## REQUIRED ATTACHMENTS \*

Check all Documents that are Attached:

Plat of Survey

Applicable Zoning Worksheet

Site Plan

Photos of the Property

Proof of Ownership

PDF Files of all Drawings

Floor Plans

Elevations

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

## COST REIMBURSEMENT REQUIREMENT

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

Invoices in connection with this application shall be directed to:

Name: MBRE HEALTHCARE / ATTN: RONALD REAGAN  
Address: 181 W. MADISON, SUITE 4700  
City, State, Zip: CHICAGO, IL 60602

## ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I also understand that if I desire a Reasonable Accommodation from the Zoning Code based on disability or handicap, that I must complete and submit a different application for consideration and by submitting this application for a Variation, I am attesting that I am not seeking a Reasonable Accommodation. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

**PROPERTY OWNER:**

Ronald Regan (om) # LOA  
Signature

Ronald Regan  
Print Name

4.11.16  
Date

**PETITIONER: (if Different than Property Owner)**

[Signature]  
Signature

Joel Merritt  
Print Name

4-14-16  
Date

## VARIATION STANDARDS

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

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

THE CODIFIED SIGN REGULATION PROVIDES DIMENSIONAL SIGN AREA ALLOWANCE FOR BUILDING OCCUPANTS AND ADDITIONAL SUB TENANTS. THE CODE ALLOWNANCE IS MET FOR THE SUBJECT PROPERTY AND THE EXISTING WALL SIGN PROGRAM IS APPROVED UNDER A PRIOR VARIANCE PETITION. ADVOCATE MEDICAL GROUP AND THEIR CLIENT BASE SEEK AN OPPORTUNITY TO PROVIDE BUSINESS IDENTIFICATION FOR WAYFINDING AND BRAND CONSISTENCY.

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

THE MEDICAL AND RELATED SERVICE INDUSTRIES REQUIRE CLEAR IDENTIFICATION AND WAYFINDING FOR CLIENTS. THE SUBJECT PROERTY AND EXISTING DESIGN PRESENT A CHALLENGE FOR ADVOCATE MEDICAL GROUP TO ADEQUATELY IDENTIFY THEIR SERVICE/LOCATION UNDER THE CURRENT APPROVED SIGN PROGRAM.

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

NO, THE CHALLENGE AND PERCEIVED HARDSHIP IS SITE-SPECIFIC.

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

NO, THE REQUEST IS FOR BUSINESS IDENTIFICATION AND PROPER WAYFINDING FOR ADVOCATE MEDICAL GROUP.

## VARIATION STANDARDS (Continued)

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

NO

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

GRANTING RELIEF WILL PROVIDE SITE-SPECIFIC BUSINESS IDENTIFICATION/WAYFINDING FOR CLIENTS OF ADVOCATE MEDICAL GROUP AND ILLINOIS BONE AND JOINT INSTITUTE. THE SIGNAGE PROGRAM AS PROPOSED AND PREVIOUSLY APPROVED WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD.

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

THE PROPOSAL PROVIDES FOR CONSERVATIVE DIMENSIONS AND VERBIAGE TO THE MEET NEEDS OF THE SITE AND MOTORISTS SEEKING DIRECTION TO THE OCCUPANTS OF THE BUILDING.

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

APPROVAL WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO THE ADJACENT PROPERTY, OR SUBSTANTITALLY INCREASE THE DANGER OF FIRE, OR OTHERWISE ENDANGER THE PUBLIC SAFETY, OR SUBSTANTIALLY DIMINISH OR IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD.



# VILLAGE OF LINCOLNWOOD COMMUNITY DEVELOPMENT DEPARTMENT

## SIGN VARIATION STANDARDS

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

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

MBRE HealthCare operates the subject facility with Advocate Medical Group & Illinois Bone and Joint Institute. Municipal Zoning Regulation in conjunction with Federal Highway Standards for signage collectively seek appropriate letter height and spacing for optimum viewing in the built environment the subject sign proposal will allow safe navigation to the combined medical services at the site without harming the value of the built environment.

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

One (1) combined sign is proposed above the public entrance facing the rear parking field. One (1) dedicated letterset in addition to an existing sign is proposed for the Hamlin Ave Street Frontage. One (1) existing sign will remain facing N. Lincoln Avenue. Relief exists on the subject property and the new proposal identifies an additional tenant. Section 11.04; provides latitude for unusual circumstances.

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

Signage is meant to inform the public of a person, place or location. MBRE in conjunction with Icon Identity Solutions, prepared an individual letter set and combined cabinet form to provide site and public entrance identification in an attractive format. LED technology and professional installation methods will be observed to protect the integrity of the building facade.

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

The proposed signage employs the latest in technological advances in the sign industry. Channel letter and cabinet form is common place in the built environment.

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# Advocate Health Care

**Loc#: 2100**

6540 N Lincoln Ave  
Lincolnwood, IL. 60712



We Brand Your  
Places & Spaces



Drawing prepared by:

**SITE PLAN**

Drawing prepared for:



Location:  
6540 N Lincoln Ave  
Lincolnwood, IL. 60712

File Path:  
Active\ACCOUNTS\A\Advocate Health Care\Project 3321\Locations\3321\_2100\_Lincolnwood\_IL\_R1

Proj #:  
3321

Loc #:  
2100



Advocate Health Care

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.				
Original	225358	01/14/16	EK	KWK		Rev #:	Req#:	Date:	Req. By:	Drawn By:
Rev 1	000000	00/00/00	XXX	XXX		Rev 7	000000	00/00/00	XXX	XXX
Rev 2	000000	00/00/00	XXX	XXX		Rev 8	000000	00/00/00	XXX	XXX
Rev 3	000000	00/00/00	XXX	XXX		Rev 9	000000	00/00/00	XXX	XXX
Rev 4	000000	00/00/00	XXX	XXX		Rev 10	000000	00/00/00	XXX	XXX
Rev 5	000000	00/00/00	XXX	XXX						
Rev 6	000000	00/00/00	XXX	XXX						

NOTE:  
ART TO BE PROVIDED  
PRIOR TO FABRICATION



EXISTING



PROPOSED

**ILLUMINATED WALL SIGN**

QTY: 1  
NOTE: PRIMARY POWER REQUIRED

**SIDE VIEW**

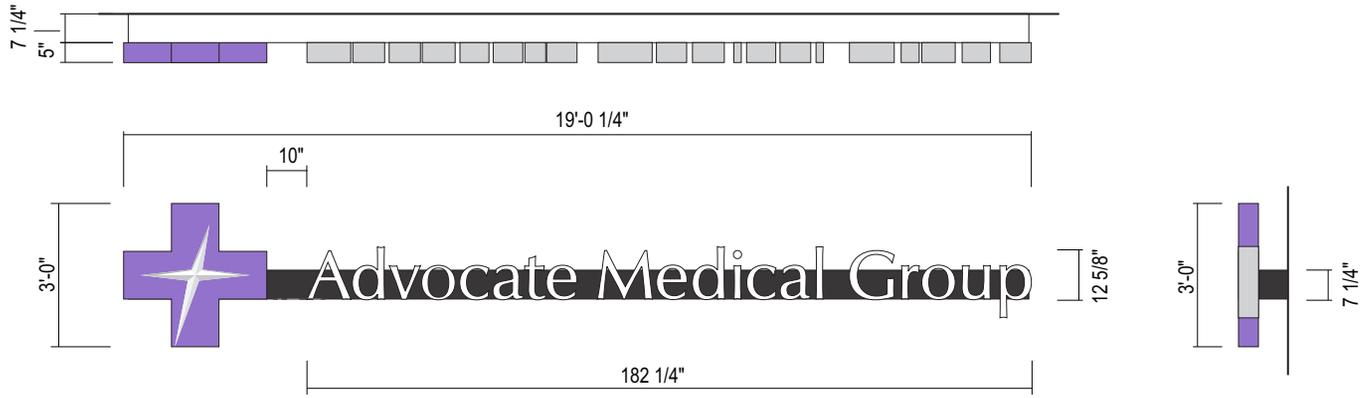
SCALE: 3/8"=1'-0"

Drawing prepared by: **ICON** **SIGN 1** Drawing prepared for: Advocate Health Care

Location: 6540 N Lincoln Ave, Lincolnwood, IL. 60712  
 Proj #: 3321  
 Loc #: 2100  
 File Path: Active\ACCOUNTS\A\Advocate Health Care\2014 Locations\3321\_2100\_Lincolnwood\_IL

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Rev #:	Req#:	Date:	Req. By:	Drawn By:
Original	195787	11/12/14	NG	PS		Rev 7	000000	00/00/00	XXX	XXX
Rev 1	196524	11/17/14	NG	PS	Revised drawing per new PM info	Rev 8	000000	00/00/00	XXX	XXX
Rev 2	197238	11/20/14	NG	PS	More revisions per PM info	Rev 9	000000	00/00/00	XXX	XXX
Rev 3	200643	12/19/14	NG	PS	Changed door vinyl to fit 30" width	Rev 10	000000	00/00/00	XXX	XXX
Rev 4	000000	00/00/00	XXX	XXX						
Rev 5	000000	00/00/00	XXX	XXX						
Rev 6	000000	00/00/00	XXX	XXX						

Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.



**CUSTOM WHITE CHANNEL LETTERS ON A RACEWAY**

**SIDE VIEW**

QTY: 1  
RACEWAY PAINTED TO MATCH BUILDING

SCALE: 1/4"=1'-0"



**EXISTING**



**PROPOSED**

Drawing prepared by:

**SIGN 2**

Drawing prepared for:



Location: 6540 N Lincoln Ave  
Lincolnwood, IL. 60712  
File Path: Active\ACCOUNTS\A\Advocate Health Care\2014 Locations\3321\_2100\_Lincolnwood\_IL

Proj #: 3321  
Loc #: 2100



Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Rev #:	Req#:	Date:	Req. By:	Drawn By:
Original	195787	11/12/14	NG	PS						
Rev 1	196524	11/17/14	NG	PS	Revised drawing per new PM info	Rev 7	000000	00/00/00	XXX	XXX
Rev 2	197238	11/20/14	NG	PS	More revisions per PM info	Rev 8	000000	00/00/00	XXX	XXX
Rev 3	200643	12/19/14	NG	PS	Changed door vinyl to fit 30" width	Rev 9	000000	00/00/00	XXX	XXX
Rev 4	000000	00/00/00	XXX	XXX		Rev 10	000000	00/00/00	XXX	XXX
Rev 5	000000	00/00/00	XXX	XXX						
Rev 6	000000	00/00/00	XXX	XXX						

# Request for Board Action

**REFERRED TO BOARD:** June 7, 2016

**AGENDA ITEM NO:** 9

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Plan Commission Concerning Case #PC-05-16  
Regarding Sign Regulations Associated with Collective Parking Agreements

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

During a recent Plan Commission Public Hearing for an addition at Lou Malnati's Restaurant, it was noted that a parking agreement with the property owner of the office building across East Prairie Road exists, though there is no signage directing customers there. Commissioner Fishman stated that the Village should allow signs to announce to Lou Malnati's customers the option of this legal parking area. Such a sign on Lou Malnati's property would not be a permitted ancillary on-site sign nor would it be considered an off-premises sign, which is prohibited by the Zoning Code. The Zoning Code currently prohibits off-premises signs with the exception of: 1) transit shelter signs; and 2) street pole banner signs in rights-of-way. The Code further limits the types of on-site ancillary signage. Based on these deliberations, the Village Board referred to the Plan Commission, review of these sign prohibitions, specifically as they relate to signs associated with collective parking agreements.

**Plan Commission Deliberations**

At its April 13, 2016 meeting, the Plan Commission received the Village Board's referral of this matter and opened deliberations. At this meeting, staff presented research on nine neighboring communities which found that three communities; Skokie, Wilmette, and Park Ridge, permit signs associated with collective parking. Staff presented to the Plan Commission recommended regulations based on the standards of Skokie, Wilmette, and Park Ridge. The recommended regulations would permit such signage that met specific requirements to be approved by staff, rather than requiring a Village Board approval process. The Commission generally agreed with the draft regulations as presented by staff and provided feedback on specific wording of the regulations and desired clarifications. The Commission continued the hearing to May 25, 2016 in order to allow staff to incorporate the requested changes into the draft regulations.

At the May 25, 2016 meeting, the Plan Commission discussed the updated regulations as presented by staff. The Plan Commission agreed with the changes/clarifications to the regulations, and further discussed adopting location requirement for such signs. The Commission understood the need for these particular signs to be visible in order to be effective, but was also concerned with their potential to be obtrusive to neighboring properties. After discussion, the Commission agreed that permitting collective parking signs subject to the location being approved by the Zoning Officer would adequately protect neighboring properties. Commissioners Jakubowski and Goldfein requested that notice be given to adjoining property owners when a collective parking sign is proposed.

### **Plan Commission Recommendation**

At the May 25, 2016 meeting, the Plan Commission, by a unanimous 7-0 vote, moved to recommend a Text Amendment to Section 11.04 of the Zoning Code as follows:

“Collective parking signage:

- One on-premises and one off-premises sign per approved collective parking agreement;
- Maximum seven feet in height;
- Maximum nine-square feet in area;
- Signs shall include the names and location of businesses only;
- Signs shall be in a standard font and shall not include business logos; and
- Location shall be subject to approval by the Zoning Officer.”

While the Plan Commission did not specifically discuss the appropriate number of on-site collective parking signs in making its recommendation, upon further consideration, staff recommends the Village Board consider allowing one such sign per point of ingress/egress, not to exceed a total of two. By allowing one collective parking sign per ingress/egress, staff believes customers will be provided adequate notice of available off-site parking.

### **FINANCIAL IMPACT:**

None

### **DOCUMENTS ATTACHED:**

1. May 25, 2016 Plan Commission Minutes Excerpt (Draft)
2. April 13, 2016 Plan Commission Minutes Excerpt
3. May 25, 2016 Plan Commission Staff Report
4. Research of Neighboring Communities

### **RECOMMENDED MOTION:**

**Move to concur** with the recommendation of the Plan Commission to amend the Zoning Code to adopt sign regulations associated with collective parking agreements, and direct the Village Attorney to prepare the requisite Ordinance for approval.

**DRAFT****V. Case #PC-05-16: Public Hearing: Shared Parking Signs**

Chairman Eisterhold announced Case #PC-05-16 for consideration and review to establish regulations for on-premises and off-premises signs associated with shared parking.

Development Manager Cook presented the recommended regulations for shared parking off-premises signs. They are as follows:

- One on-premises and one off-premises sign per approved collective parking agreement;
- Maximum seven feet in height;
- Maximum nine square feet in area;
- Signs shall include the names and location of businesses only; and
- Signs shall be in a standard front and shall not include business logos.

Commissioner Goldfein recommended a mock-up should be provided to adjacent property owners. The placement of these signs was discussed. Commissioner Yohanna recommended that the Zoning Administrator should have the authority as to placement of these signs. Commissioner Fishman agreed with this recommendation.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record state that no one came forward.

**Motion to approve** the recommended regulations for shared parking signs, with placement approval by the Zoning Administrator, was made by Commissioner Yohanna and seconded by Commissioner Pauletto. Commissioners Jakubowski and Goldfein stated for the record that notice should be given to adjoining property owners.

**Aye: Yohanna, Pauletto, Fishman, Goldfein, Jakubowski, Sampen, and Eisterhold**

**Nay: None**

**Motion Approved: 7-0**

Commissioner Jakubowski agreed with Commissioner Fishman that the issues presented and the Comprehensive Plan, in general, should be discussed in more detail.

Commissioner Pauletto suggested that the Commissioners prepare a list of any objections/suggestions to be discussed at the next meeting. Commissioner Jakubowski asked if Mr. Cook would be willing to compile a list of items from the Plan that should be presented to the Plan Commission. Mr. Cook agreed to do so.

Chairman Eisterhold suggested a motion for the Commissioners present their recommendations or concerns to Mr. Cook in ten days' time so he may compile and produce an update for the next meeting.

**Motion to approve** was made by Commissioner Pauletto and seconded by Commissioner Sampen.

**Aye: Pauletto, Sampen, Fishman, Goldfein, Jakubowski, Yohanna, and Eisterhold**

**Nay: None**

**Motion Approved: 7-0**

Commissioner Jakubowski asked Mr. Hammel why the Village is perceived to not be business friendly and how can this view be changed. Mr. Hammel stated that, in his professional view, the Village needs to demonstrate or show a consistent vision or direction about specific projects. Clear policy documents and zoning should align with one another. The role of zoning is not to overregulate, it's to allow good projects to happen easily. Commissioner Jakubowski asked Mr. Hammel to investigate further the use of upper floor residences in all B Districts and whether or not all B Districts should have multi-family housing.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record state that no one came forward.

**Motion to continue** this matter to the Wednesday, May 25, 2016 meeting was made by Commissioner Pauletto and seconded by Commissioner Goldfein.

**Aye: Pauletto, Goldfein, Fishman, Jakubowski, Sampen, Yohanna, and Eisterhold**

**Nay: None**

**Motion Approved: 7-0**

Development Manager Cook asked the Commissioners for their comments no later than May 2, 2016.

#### **VI. Case #PC-05-16: Zoning Code Text Amendment – Off Premises Signs**

Development Manager Cook stated that this Public Hearing is for a proposed Zoning Code text amendment concerning shared parking off-premises and on-site directional signage. The Zoning Code defines off-premises signs as *“any sign which directs attention to any promotion, business, service, activity, or commodity, which is not conducted, sold, or offered on the lot upon which the sign is located”*. These signs are prohibited except for transit shelter signs and pole banner signs in public rights-of-way.

This text amendment came about during the Lou Malnati's restaurant addition discussion. The Village Board concurred with the Plan Commission to consider a text amendment to develop regulations for off-premises signs for shared parking. Nine nearby communities were researched, and each of the nine communities limits off-premises signs with Morton Grove and Des Plaines prohibiting off-premises signs in all circumstances. Possible regulations and standards were reviewed. There will have to be an identifiable

parking agreement for shared parking to be allowed. The goal for off-premises is for the expressed purpose to direct people to the parking area with limiting the name and address only on the proposed sign.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record state that no one came forward.

**Motion to continue** to the May 25, 2016 meeting was made by Commissioner Goldfein and seconded by Commissioner Fishman.

**Aye: Goldfein, Fishman, Jakubowski, Pauletto, Sampen, Yohanna, and Eisterhold.**

**Nay: None**

**Motion Approved: 7-0**

## **VII. Other Business**

Development Manager Cook introduced the Village's new Community Development Director, Steve McNellis, who replaced Tim Clarke who retired in January 2016. Steve McNellis was previously with the Village of Lincolnshire. Development Manager McNellis addressed the Plan Commission and briefly outlined his background.

Development Manager Cook stated that development updates will be forthcoming.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record state that no one came forward.

**Motion to adjourn** was made by Commissioner Yohanna and seconded by Commissioner Sampen. Meeting adjourned at 9:45 p.m.

**Aye: Yohanna, Sampen, Fishman, Goldfein, Jakubowski, Pauletto, and Eisterhold**

**Nay: None**

**Motion Approved: 7-0**

Respectfully submitted,



Kathryn M. Kasprzyk  
Community Development Coordinator



## Plan Commission Staff Report

Case #PC-05-16

May 25, 2016

*(Continued from April 13, 2016)*

**Subject Property:** Text Amendment Consideration Applicable to B-1, B-2, B-3, O, and MB Districts

**Requested Action:** Text Amendment to Article XI Section 11.04 and Section 11.06 to consider sign regulations associated with collective (shared) parking.

**Petitioner:** Village Board

### **Summary**

This referral was prompted by the Plan Commission as the result of deliberations associated with a Lou Malnati's addition. It was noted during the Public Hearing that Lou Malnati's has a parking agreement with the property owner of the office building across East Prairie Road. The purposed of this Public Hearing is to consider, and potentially establish, regulations for signs associated with collective (shared) parking agreements.

The Plan Commission reviewed draft regulations at its April 13, 2016 meeting and provided direction to staff to modify some of the regulations. The Commission concurred with staff's recommendation that signage announcing collective parking be allowed only in conjunction with formally approved collective parking agreements. The Plan Commission indicated a desire to allow, subject to certain regulations, collective parking signs both on-premises and off-premises; in other words, one sign at the location of the business and one sign at the location of the additional parking.

Staff recommends creating "Collective parking signage" as permitted on-premises and off-premises sign subject to:

1. One on-premises and one off-premises sign per approved collective parking agreement;
2. Maximum seven feet in height;
3. Maximum nine square feet in area;
4. Signs shall include the names and location of businesses only; and
5. Signs shall be in a standard font and shall not include business logos.

### **Attachments:**

1. Research of Neighboring Communities

<u>Community</u>	<u>Contact Notes</u>	<u>Signage Regulations for Shared Parking Facilities</u>	<u>Directional Sign Regulations</u>
<b>Lincolnwood</b>	N/a	None - Off-Premises Signage is prohibited under all circumstances	NA
<b>Des Plaines</b>	Spoke with Davorka 3/11	Off-Premises Signage is prohibited under all circumstances. Collective parking allowed	NA
<b>Niles</b>	Spoke with sign inspector, Rick Sheridan 3/31	No regulations - permitted unless deemed a nuisance (would require a complaint).	NA
<b>Evanston</b>	Emailed general zoning (zoning@cityofevanston.org); Tried calling 4/1 - no response	No Response	No Response
<b>Skokie</b>	Spoke with Carrie Haberstitch 3/4/16	Do not allow off-premise signs, but in the case of a shared parking lot (so long as there is a lease/formal agreement), these signs are not considered off-premises.	NA
<b>Wilmette</b>	Spoke with Lucas Siebertsen 3/17	Shared lots are special use; directional signage (i.e., "Parking for X Business Here") for the businesses could be permitted, but NO advertising	Sign area limited to 7.5 sf
<b>Winnetka</b>	Emailed Ann Klaassen (asst. planner); she responded 3/17	Nothing specific about shared parking signage	Sign area less than 3 sf
<b>Morton Grove</b>	Spoke with Dominick 3/17	Off-premises signage not allowed in general.	NA
<b>Park Ridge</b>	LM for Howard (zoning div.) 3/17; Looked into the Zoning Ord.	Off-premise signs are generally prohibited; Parking lots with signs indicating the use of the lot are allowed, with some design restrictions (i.e., no more than 7' tall).	"one (1) sign per parking area that designates the conditions of use or identity of such parking area is allowed. Such a sign shall be limited to a maximum height of seven (7) feet, when freestanding, with a maximum surface area of nine (9) square feet."
<b>Glenview</b>	Emailed dept. Tony Repp replied 3/16	Signs <2sf are exempt from Code regulations. Directional signs don't require approval, so they "wouldn't worry" about whether it's off-premise	"One sign designating the conditions of use shall be permitted for each parking area, and each such sign shall be limited to a maximum area of nine square feet. Such signs are exempt from minimum setback requirements, but shall be screened from adjoining property."