



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:00 P.M. MAY 1, 2018**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes –**
 - 1) Committee of the Whole Meeting – April 3, 2018
 - 2) Committee of the Whole Meeting – April 17, 2018
- IV) Closed Session – *A Closed Session is Requested to Discuss Purchase or Lease of Property Per Section 2(c)(5, Probable Litigation Per Section 2(c)(11) Pending Litigation Per Section 2(c)(11) (6:00 – 6:30 p.m.)***
- V) Regular Business**
 - 1) Discussion Concerning a Recommended Contract with the City of Evanston for the Purchase of Potable Water (6:30 – 7:00 p.m.)
 - 2) Status Report by the Plan Commission (7:00 – 7:30 p.m.)
- VI) Public Comment**
- VII) Adjournment**

DATE POSTED: April 27, 2018

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
APRIL 3, 2018**

Draft

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 7:00 P.M., Tuesday, April 3, 2018, 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 Clerk the following were:

PRESENT: President Bass, Trustees Patel, Ikezoe-Halevi, Hlepas Nickell, Spino, Sugarman (7:05), Cope (electronically)

ABSENT: None

A quorum was present.

Also present: Village Manager Tim Wiberg, Assistant Village Manager Ashley Engelmann, Village Attorney Steven Elrod, Management Analyst Heather McFarland, Community Development Director Steve McNellis, Assistant Public Works Director Nadim Badran.

Approval of Minutes

Minutes of the March 20, 2018 Committee of the Whole were distributed in advance of the meeting and were examined.

Corrections were requested by Mayor Bass. Clerk Herman will check the minutes against the video of said meeting.

Trustee Patel moved to hold the minutes until the next Committee of the Whole for approval
Trustee Hlepas Nickell seconded the motion. The motion passed with a
Voice Vote.

1. Discussion of a Proposed Village Branding Package

Due to time constraints, this item will be addressed at a future meeting.

2. Presentation by Michael Sieman

Trustee Hlepas Nickell requested that Mr. Sieman from the contract purchaser be allowed to make a presentation to the Board before any other business is conducted. This item was not on the agenda despite the requests by four Trustees to allow it.

Mr. Sieman reiterated a number of items and discussed the plan in further detail.

He identified First Hospitality as a consultant and discussed the qualifications of his team.

Trustee Cope asked what the potential developers want from the Board.

Attorney Sanford Stein replied that they would like to make an application and move ahead in the normal order. They would prefer that the Village hold off on condemnation order.

Trustee Hlepas Nickell posed questions which were addressed by Mr. Sieman and Mr. Stein. Attorney Elrod stated that discussion regarding land acquisition be discussed in closed session.

Resident Pam Lefkowitz questioned why an investor would become involved when this Board is holding out – Board needs to move ahead. Rescind previous decision.

Resident Sue Ginsburg queried, “When residents come up to ask questions, should they not get answers?”

President Bass stated that he is censored at times.

Attorney Elrod – Public comment at a public meeting is not dialog or discourse.

President Bass read a statement into record regarding the questions that have been asked about the former Purple Hotel site. The statement was as follows:

The subject property has been vacant almost 13 years, past administration entered into a contract years ago resulting in lost revenues in the range of \$25-\$30 million dollars and land lost value between \$3-\$5 million. The Village has been damaged greatly. The new Mayor and some of the new Trustees inherited a massive mess entangled in a legal quagmire. For the last year, and I don't care who the developer is as long as the developer can perform and that all the Commissions, EDC, Planning, School Board, Village Trustees along with residents can approve a project equitable to all parties, that is my goal and that is why I was elected. And that is what I was elected to do. Also, I don't vote on anything unless there is a tie. Again, my objective is to get the development done for the residents of this Village. My message has not changed one iota since January of last year. My representations have been consistent, crystal clear since day one. I want this project ready to go by the earliest possible time and I will do whatever is necessary to make that happen. That is my statement, thank you.

During the statement Trustee Patel raised several objections to the information being presented.

Adjournment

At 7:45 P.M. Trustee Sugarman moved to adjourn Committee of the Whole, seconded by Trustee Hlepas Nickell.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
APRIL 17, 2018**

DRAFT

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 5:45 P.M., Tuesday, April 17, 2018 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 Deputy Village Clerk Ashley Engelmann the following were:

PRESENT: President Bass, Trustees Ikezoe-Halevi, Hlepas Nickell, Spino, Patel, Sugarman (6:03 P.M.), Cope (6:08 P.M.)

ABSENT: None

A quorum was present.

Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Heather McFarland, Management Analyst; Robert Merkel, Finance Director; Steve McNellis, Community Development Director; Interim Chief Bruce Rottner, Douglas Hammel, Development Manager; Nadim Badran, Assistant to the Public Works Director; Andrew Letson, Public Works Director; Ben Harris, Accountant; and Hart Passman, Village Attorney

Approval of Minutes

Minutes of the March 20, 2018 Committee of the Whole Meeting were distributed in advance of the meeting and were examined. Trustee Patel moved to approve the minutes as presented. Trustee Spino seconded the motion.

The motion passed with a Voice Vote.

Minutes of the April 3, 2018 Committee of the Whole were distributed in advanced of the meeting and were examined. Trustee Patel moved to table the minutes until the May 1, 2018 meeting. Trustee Spino seconded the motion.

The motion passed with a Voice Vote.

Discussion of the Proposed Fiscal Year 2018/19 Budget

Robert Merkel, Finance Director, provided an overview of the Budget Preparation process:

- Financial Policies followed
- Village Board's Updated Vision 2017 Plan formed the foundation for the entire process
- Budget Team met with each Department Head to approve budget submissions and proposed departmental goals
- Budget Workshop held on February 17
- Finance Committee met on April 5 to discuss budget in detail
- Public Meeting April 17

- Formal Village Board consideration on May 1

General Fund Revenue Highlights:

- Property tax adjustment 2.1% - \$115,000
- Adjusted Vehicle Sticker Fee by \$10 - \$85,000
- Adjusted ambulance billing fees – resident only pays what insurance company pays – \$26,000
- Approved new administrative fee for DUI violations – \$20,000
- Monitor possible closing of Carson Pirie Scott store for its impact on sales tax revenue to the Village

General Fund Expenditure Highlights:

- Budget includes planned capital expenditures for vehicle replacements - \$245,100
- Roof replacement at the Community Center - \$150,000
- Replacement of playground equipment at Proesel Park - \$215,000
 - Village’s premier Park
 - Budget is balanced with utilization of excess fund balance reserves

Personnel – Related Budget Issues:

- Additional Police Officer position - \$90,000
- New full-time Code Enforcement Officer, to replace current part-time position - \$45,000
 - This cost is funded through elimination of a part-time position in the Parks and Recs Department
 - Cost of living adjustment for non-union positions 2% - \$68,000
- Merit for non-union positions will remain capped at 2%
- Union contract adjustments:
 - Police – 2.5% – \$55,000
 - Public Works – In negotiations
- Increased excess police pension fund contribution by \$220,000

General Fund Budget Highlights and Issues

- Possible expenditures to delay until the status of Carson's store closing is determined:
 - Hiring of police officer - Appx. \$90,000
 - Additional payment to police pension fund - \$220,000
 - Replacement of Community Center roof - \$150,000
 - Replacement of Village Hall boiler - \$76,000
 - Replacement of scheduled vehicle replacements - \$245,100

Mr. Merkel stated that staff provided these expenditures as measures to mitigate the impact of losing the revenue from Carson’s. Mr. Merkel and Mr. Wiberg stated that the Village could leave these expenditures in the Budget and put the items on hold and not spend anything related to these items until more is known about Carson’s.

Trustee Patel asked if the Village has a revenue sharing agreement with Carson’s. Mr. Merkel and Mr. Wiberg stated that the Village has never had an agreement with Carson’s regarding revenue sharing.

Trustee Hlepas Nickell asked how the Village’s contribution compare to other communities in regards to the Police Pension Fund. Mr. Merkel stated that the Village is in line with other communities and that some other communities will utilize special funds to also contribute to their Police Pension Fund.

Other Funds – Significant Expenditures:

- **Transportation Improvement Fund**
 - Phase I engineering – Touhy/Cicero \$ 250,000
 - Funded by loan from IDOT

▪ NEID TIF Fund	
Street resurfacing design – Northeast Parkway	\$72,000
Public Works Yard Construction Phase 3	1,620,000
McCormick streetlight retrofit	65,000
▪ Devon/Lincoln TIF Fund	
Devon Ave. streetscape engineering - Funded by grant	\$304,000
Devon Ave. streetlight replacement	277,920
▪ Motor Fuel Tax Fund	
Devon Ave. streetlight replacement	924,370
▪ Debt Service Fund	
▪ Debt Service for loan to Cook County (Final payment)	\$197,881
▪ Water and Sewer Fund Expenditure Overview	
No water rate increase this year	
Debt service payments	\$682,273
Design and engineering for Alternate water supplier	\$700,000
Design and engineering for Storm-water relief sewer	\$460,000
Design engineering for street storage	\$300,000
Start of construction for new water Transmission line from Evanston	\$3,000,000
Construction of North Shore Overflow Sewer	\$2,950,000
New water transmission line to be funded by issuance of general obligation bond	
North Shore overflow sewer to be funded by grant of \$1,475,000 and issuance of general obligation bond	

Trustee Hlepas Nickell asked if the Village has spoken with the Mall about what they are going to do related to the vacancy of Carson's. Mr. Wiberg stated that the Community Development Director, Village Manager, and Mayor Bass met with the Mall and that they have a plan in place in the short term.

Mayor Bass requested a motion to approve the Fiscal Year 2018/2019 Budget as presented. The motion was made by Trustee Patel and was seconded by Trustee Ikezoe-Halevi.

Upon a Roll Call the results were:

AYES: Trustees Ikezoe-Halevi, Hlepas Nickell, Cope, Sugarman, Patel, and Spino

NAYS: None

The motion passed.

Presentation by Tucker Development

Mayor Bass requested a motion from the Village Board to allow Richard Tucker and Cary Glenner of Tucker Development to speak about the former Purple Hotel Site. Trustee Patel made a motion to allow Richard Tucker and Cary Glenner time to speak regarding the former Purple Hotel Site. The motion was seconded by Trustee Spino. The motion was approved via a voice vote.

Mayor Bass asked Hart Passman to provide an overview of the current status of the development site at the former Purple Hotel Site. Mr. Passman stated that on October 11, 2017, Romspen acquired property. Village later learned that Lake Forest Capital had acquired property under the name of ZS Development and ZS Development requested permission to present as the contract purchaser. After the April 3, 2018 Meeting the Village was notified that ZS Development was no longer the contract purchaser and the Village on Sunday

night, after the agenda was posted, that Tucker Development had become the contract purchaser and the Board by motion tonight has authorized Tucker Development to speak and then take action after Tucker Development has completed their presentation.

Richard Tucker, Chief Executive Officer of Tucker Development, began speaking regarding their involvement in the project. Mr. Tucker said that he wanted to speak to their credentials, the Lakota Plan for the site, and the un-redacted contract between Tucker Development and Rompsen Development. The contract is being provided because we will be working together and we want to be transparent and help with a joint vision for the property.

Mr. Tucker provided an overview of projects completed by Tucker Development:

Last 15 years have gone from straight use developer to a mixed-use developer. Presented the Hudson Lights project as a multi-use property in Hudson Lights, New Jersey.

Property at 900 West Randolph Street and has mixed use including retail and condo component. The site has 50,000 feet of retail and 50,000 feet of office.

A horizontal mixed use in Newark, New Jersey, that including a grocery store and was at a diagonal intersection and included apartments and retail.

Mr. Tucker addressed the Lakota Study:

Mr. Tucker stated that it was his understanding that there has been a process for determining the highest and best use. The preferred concept includes retail and residential standpoint for the community. Mr. Tucker stated that Lakota is a great land plan developer but it is just the beginning. Mr. Tucker stated that CallisonRTKL to take the Lakota from a landscape plan and take it to a full mixed use project. From Tucker Development's perspective he stated that they know what has been going on in the community Tucker Development's agreement is subject to not having condemnation on the project. Mr. Tucker requested time to develop a plan. Mr. Tucker stated that they are currently set to not put money down until June with the goal of closing in December of this year.

Trustee Patel asked what they are looking for from the Village. Mr. Tucker said that as soon as we are working in good faith that the Village not proceed within condemnation proceedings.

Trustee Patel said that from a timeline what are your expectations for timing from the Village and what will you need from the community. Mr. Tucker said that they have to put down a significant deposit by June 15 and prior to that date they would like to have several meetings with the Village to work through what the plan will be and make sure that there is an acceptance on what we are doing going forward. Mr. Tucker said that we don't know what will be involved at this time, we have looked at the property for years and will need to look at the costs, needs, and budgets for the project and then develop what public / private partnership will be needed.

Mayor Bass asked Tucker Development what the contractual down payment will be in Mid-June for the property. Mr. Tucker stated that the deposit will be \$500,000.

Trustee Cope asked how optimistic Tucker Development is in completing this project. Mr. Tucker said that they were very optimistic.

Trustee Cope asked if there were going to be any issues with getting the funding for the project. Mr. Tucker said that they will have to get a construction loan, but have acquired funding of \$200 million for other projects.

Trustee Hlepas Nickell asked if there would be one phase or multiple phases for the plan. Mr. Tucker said that it would be done in one phase.

Trustee Hlepas Nickell asked for the timeframe and structure for the project. Mr. Tucker said that the construction plans and engineering would take between six to nine months. Mr. Tucker said that from the time they receive the entitlements to hitting the ground is a year and maybe by 2019, but is aggressive and the construction will take 18 months.

Trustee Spino asked if the concept plan was acceptable to Mr. Tucker. Mr. Tucker said that if the Village gave them the go ahead he would be in his architect's office immediately.

Trustee Hlepas Nickell asked if they have experience with a hotel. Mr. Tucker said that they are not in the hospitality business but would contract with those in the business and that their role is to bring all of the parts of the development together.

Trustee Cope asked what Tucker Development would want from the Village Board at this point. Mr. Tucker said that when we go through this process and go through entitlements we proceed under the impression that we will not have our process impeding by action taken by the Village. To this end we would be asking that the Village not take any action related to the condemnation process that would prevent us from proceeding with the property.

Mr. Tucker asked Mr. Passman if the Village has everything that they need to proceed. Mr. Passman stated that the Village was in receipt of the materials, but that no action could be taken tonight.

Trustee Hlepas Nickell asked how the Village would like to inquire how the Village would put this new information out there for the public. Mr. Wiberg stated that the Village could post the link to the video on Nextdoor.

Trustee Cope asked that the Village have this matter on the agenda for the next Board Meeting to either take action or not take action related to this developer.

Trustee Patel asked that the Village offer the venue of presenting during the Committee of the Whole. Trustee Patel stated that the process is laid out in the Code but that it would start at the Committee of the Whole.

3. Community Branding

Ms. Engelmann presented an outline for branding:

- Define the identity of the community
 - Identify the community as a unique brand and subsequently promote the brand to current and potential stakeholders of the community
 - A cohesive brand sends a message about the community and ensures consistency of the message
 - Utilize a staff committee and community focus/feedback group to develop a branding package in-house
- Ms. Engelmann presented the current logos along with their usage:
 - President Lincoln seal
 - Tree logo
 - Current usage:
 - Village letterhead
 - Apparel
 - Village website
 - Equipment
 - Banners

- Ms. Engelmann presented a Staff Committee internally and a community focus group:
 - The Staff Committee will include Assistant Village Manager, Assistant to the Village Manager, Management Analyst, Development Manager and Parks and Recreation Community Outreach and Marketing Coordinator
 - Recommend creating an unpaid internship for a graphic design or marketing college student to assist with the project
 - Ms. Engelmann presented the concept of the Community Focus/Feedback Group
 - Active members of the community
 - Background in art and marketing
 - Mayor's Communications Advisory Group
- Ms. Engelmann highlighted components of developing a branding package with questions and concepts:
 - Who are we? How are we different? What do we stand for?
 - Identify key Village personality traits- i.e. prairie style, artistic, diversity, parks and open space
 - Identity concept – i.e. community priorities
 - Brand palette which includes colors and fonts
 - Logo and tagline options
- Components of a Community Brand
 - Generate brand badges- specific logo badges that can be used for certain known identifiers in the Village
 - Lincolnwood, IL
 - Parks and Recreation
 - Overpass Bridge
 - Diversity
 - Special Events
 - Pedestrian/Bike Paths
 - Create stationary templates- letterhead and business cards
 - Identify brand applications
 - Street light banners
 - Wayfinding signs
 - Apparel
 - Vehicles and equipment
- Branding Survey
 - 5/14 communities developed a community branding package in-house
 - Consultant cost range from \$5,000-\$137,000
 - Common deliverables included: logo, tagline, color palette, brand identifiers for departments, new resident package, style guide, business newsletter, dining and shopping guide
 - Marketing efforts included: radio ads, website updates, stationary, ICSC events, CTA bus ads, apparel, Village and local business event website
- Options
 - Option A- Status quo
 - Option B- Utilize in-house staff along with an unpaid intern position and a community focus/feedback group to develop a community branding package
 - Staff anticipates that if a graphic design professional is necessary to develop a logo or brand badges a budget request of \$10,000 or less may be requested
- Proposed Timeline
 - April 2018- Initial staff committee meeting and advertise for intern position
 - June 2018- Meet with community focus/feedback group

- October 2018- Concept information draft review by community focus/feedback group
- November 2018- Concept presented to the Mayor and Village Manager for review
- December 2018- Concept presented to the Economic Development Commission for a recommendation
- January 2019- Present concepts to the Village Board

Trustee Cope said that the theme of Abraham Lincoln is a good theme and it is a good symbol for the Village. Trustee Cope asked that Abraham Lincoln be kept in the theme.

Trustee Hlepas Nickell said that she recently provided materials to the Public Works Department regarding the creation of the tree logo and that we want to be careful about creating a hodgepodge of different logos especially since the Village has used the logos on the overpass and gateway signs.

Trustee Ikezoe-Halevi asked if the Focus Group will develop a single concept or multiple concepts. Ms. Engelmann stated that there will be likely one to two concept plans to proceed forward with.

Trustee Cope asked how the Focus Group was selected. Ms. Engelmann stated that there are a couple of people from the Mayor's Communication Group and then other prominent community members were spoken to about participating.

Trustee Patel asked if they wanted to have a Board Member involved and asked if the Village's logo was trademarked. Ms. Engelmann and Mr. Wiberg stated that the logo is not trademarked.

Mayor Bass polled the Board Members regarding this plan. The unanimous consensus of the Board was to proceed forward with the Branding efforts.

4. Code Enforcement Priorities

Ms. Engelmann provided an overview of the background of this process including:

- July 18, 2017- Staff presented a summary of how code enforcement is conducted within the Village
 - Information regarding staffing
 - Previously identified code enforcement priorities
 - Work order request types
 - Overview of adjudication citations and the current code enforcement process
 - September 5, 2017 Committee of the Whole
 - Summary of administrative tasking for the Code Enforcement Officer and Community Service Officer
 - Multi-year perspective regarding work orders
 - Fines collected for code violations
 - Cost for a full-time Code Enforcement Officer
 - Staff directed to present a request for a full-time Code Enforcement Officer at the Budget Workshop

Trustee Cope stated that many of the items that are on the Code Enforcement priority are related to general upkeep of the property. Trustee Cope asked that the new Code Enforcement Officer drive through the community and look for violations and general appearance and maintaining of property within the Village.

Trustee Patel asked if the compliance has been better since transitioning to the administrative hearing process. Ms. Engelmann stated that the goal of the process is to get compliance more than ticketing and that we have had multiple code enforcement officers with different styles and how quick they may go to ticketing. Mr.

Hammel stated that the Administrative Hearing Officer has taken quick action when life safety issues; that the processing of a case through the Administrative Hearing Officer has led to changes in the Code in light of new cases; and the localness of the Officer helps with an intimate knowledge of our Code.

Trustee Patel asked for guidance on when the Code Enforcement Officer should be told to be proactive and issue tickets immediately. Mr. Wiberg clarified that the Village can issue tickets, but that the Village Board should be aware that if the Village takes a more aggressive stance with ticketing that it may lead to complaints to the Village Board. Mayor Bass stated that the Village should be consistent and compassionate with the enforcement of policies and codes.

Mr. McNellis stated that the Village will be aggressive in enforcing issues related to public safety such as garbage and cleanliness of the community.

Trustee Sugarman stated that there were concerns about citations not being issued and that warnings need to be issued by the Code Enforcement Officer to lead to people cooperating and adhering to the Code.

Trustee Hlepas Nickell stated that she was in agreement with the increased code enforcement activities to go from a complaint based system to a proactive system to ensure equitable enforcement of the Village's Code.

Public Comment

There was no Public Comment.

Adjournment

At 7:16 P.M. Trustee Cope moved to adjourn the meeting. The motion was seconded by Trustee Hlepas Nickell. The motion was approved via a voice vote.

Respectfully Submitted,

Charles Meyer
Deputy Village Clerk



MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: April 27, 2018

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

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:00 p.m.** on Tuesday evening. Dinner will be available in the Village Hall Board Conference Room beginning at 5:15 p.m. Please find below a summary of the items for discussion:

1) **Closed Session – Potential Litigation and Land Acquisition (6:00 – 6:30 p.m.)**

Staff is requesting a Closed Session to discuss Purchase or Lease of Property, Probable Litigation and Pending Litigation.

2) **Discussion Concerning a Recommended Contract with the City of Evanston for the Purchase of Potable Water (6:30 – 7:00 p.m.)**

The Village currently purchases potable water from the City of Chicago and has for many years. Since 2007, Chicago increased water rates by \$2.61 per 1,000 gallons, from \$1.33 to \$3.94, which constitutes a 196% increase. In 2012, as a result of significant rate increases from Chicago, the Board directed staff to look into alternatives for the purchase of potable water. Staff has thoroughly researched all potential options for purchasing water including purchasing from the Village of Wilmette, the Village of Skokie (who purchases from Evanston), participating in a consortium of several area communities, and purchasing directly from the City of Evanston. Staff has concluded that purchasing water directly from Evanston represents the greatest cost savings to the Village. At a Water Workshop held in 2017, the Board directed staff to begin negotiations with the City of Evanston for a new contract for the purchase of potable water. [Attached](#) is a memorandum from the Village Manager summarizing staff's recommendation for the Board to approve a contract with the City of Evanston for the purchase of potable water.

3) **Status Report by the Plan Commission (7:00 – 7:30 p.m.)**

Plan Commission Chairman Mark Yohanna will be present to discuss the [attached](#) status report with the Board.

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



MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: May 1, 2018

SUBJECT: Contract for Supply of Potable Water

Background

The Village currently purchases water from the City of Chicago (“Chicago”). The current 10 year agreement is set to expire at the end of 2018. Since 2007, Chicago increased water rates by \$2.61 per 1,000 from \$1.33 to \$3.94, which has constituted a 196% increase. The Village’s policy has been to pass rate increases on to our water customers. Since 2015, Chicago has capped its water rate increases at 5% a year. In response to Chicago’s rate increases, the Village began searching for an alternative water supplier in 2012. Staff evaluated options which included purchasing water from the City of Evanston (“Evanston”), the Village of Skokie, and/or the Village of Wilmette.

On April 17, 2017 and August 15, 2017, the Village Board held meetings to discuss the possibility of purchasing water from Evanston and the Village Board ultimately gave direction to staff to pursue the negotiation of a contract for the supply of potable water. On September 5, 2017, the Village Board authorized the execution of a contract with the Village Engineer to conduct a route study to evaluate the most feasible route and refine the cost of constructing a transmission main. This work is currently underway.

Since August, staff has worked with the Village Attorney to negotiate a water supply agreement with Evanston. The agreement that has been negotiated is based on Evanston’s form water supply agreement that is being used by the Villages of Niles and Morton Grove, who entered into an agreement with Evanston last year for the purchase of potable water.

Rate Model and Anticipated Rates

The proposed rate from Evanston is calculated based on a rate model outlined in the American Water Works Association’s M1 Manual (industry standard), which is updated annually based on the value of Evanston’s assets, actual costs of operating and maintaining the system, and the actual amount of water used by each wholesale customer. The final rate may also change based on the actual cost of constructing the transmission main in Evanston from their southern standpipe to the Village’s connection point at the Evanston border. The proposed rate includes three major components, operations and maintenance (“O&M”), depreciation of assets, and the return on rate. Table 1 describes how each of the

components of the rate are broken out. The proposed rate is unchanged from what was provided on August 15, 2017.

Category	Description	Portion of Rate per 1,000 Gallons
O&M	Includes all costs associated with operating and maintaining the Evanston system. Costs are broken out proportionally based on actual usage.	\$0.40
Depreciation	Includes depreciation of assets such as the water transmission plant, four Evanston transmission mains impacted by Lincolnwood’s use, and the transmission main dedicated to Lincolnwood. Shared infrastructure is divided proportionally by IDNR allocation of Lake Michigan water.	\$0.12
Return on Rate	Includes the cost of each wholesale customer’s share of making improvements to the Evanston system based on the value of those assets (items included in the Depreciation line) and is multiplied by the “Fair Value Rate” (10%) to cover debt service and provide a profit to the wholesaler.	\$0.92
Total Rate		\$1.44

Over the next five years Evanston anticipates completing two major capital investments to its water system. These projects include replacement of a clear well that is to be completed in 2019 and replacement of a water intake pipe that is to be completed in 2022 at a total combined cost of approximately \$45 million. Once these projects are complete, they will be added to their financial books as assets and all of Evanston’s wholesale customers will be responsible for paying toward their fair share of the depreciation and return on rate. To provide the Village with an opportunity to understand how these projects will affect the rate, Evanston has provided rates through 2022, which are outlined in Table 2.

Year	Evanston Rate (per 1,000 gallons)	Chicago Rate* (per 1,000 gallons)	Difference
2019	\$1.44	\$3.94	\$2.50
2020	\$1.60	\$4.02	\$2.42
2021	\$1.63 (projected)	\$4.10	\$2.47
2022	\$1.82 (projected)	\$4.18	\$2.36

*Chicago has indicated that future rate increases will be tied to the consumer price index (CPI), since exact rates are unknown, 2% increases are assumed.

After 2022, Evanston anticipates that rate increases will be normalized. The Village would only be responsible to pay for improvements that are directly related to the facilities that provide service to the Village. This would include any improvements to the four identified transmission mains that provide service to the Village or improvements to the water plant. Capital improvements that would not affect the rate include items such as replacement of distribution water mains, water meters, or any transmission main not included in the rate model. The draft contract limits annual rate increases to 4%; however, if the model calls for a larger increase, the difference would be spread out over subsequent years. Evanston anticipates that based on their normal annual capital expenditures, the Village would see an increase of approximately 2% per year.

Since Evanston is calculating its rates based on each user's proportional share of the total value of assets and the operational cost of producing water, the only way rates could be significantly increased is through major capital investment. Chicago has adopted an Ordinance requiring future rate increases to be based on the consumer price index (CPI) up to a maximum of 5%. Chicago is not contractually obligated to limit rate increases, so it is possible that it could rescind the ordinance and pass on major rate hikes if there is another need for capital improvements. Additionally, per the contract, Evanston cannot increase the Village's water rate if improvements are made to infrastructure that does not convey water to the Village, since those water mains are not included in the rate model. Chicago can use additional revenue from rate increases to make improvements to its system that do not directly benefit the Village.

Additional Contract Terms

The initial term of the contract is 39 years and includes two 10 year renewals, which may be cancelled by the Village as long as five years notice is provided. After the second 10 year renewal, the contract automatically renews every 10 years.

The Village would be responsible to construct a transmission main from the Village's pump house, located at the intersection of Schreiber and Crawford Avenues and the Evanston corporate limits, just east of the North Shore Channel on Oakton Street. Evanston would be responsible to construct a transmission main from their south standpipe, located at Hartrey Avenue and Cleveland Street (just north of Oakton Street) to the connection point. The cost of Evanston's construction work is included in the proposed wholesale rate.

Evanston will also be responsible to deliver water at a pressure ranging from 40 to 50 pounds per square inch ("PSI"), which is sufficient to deliver water to the Village's pump house without requiring a booster pump. Evanston will only supply water to the Village's pump house; the Village will continue to control pressure in the distribution system.

The contract also outlines the responsibility of each party to provide the other with real time pressure, flow, and reservoir data. Additionally, the Village shall have the right to audit all of the information that is used to determine the rate and may terminate the contract if the cost of the Village's transmission main ends up making the project no longer financially viable.

All of the terms relating to the rate, length of the contract, and the transmission main (connection point) were presented by staff at the August 15, 2017 Committee of the Whole and remain unchanged. The other terms are standard in Evanston's form agreement.

Estimated Annual Savings

The Village Engineer is currently in the process of conducting a route study to determine the most feasible route of constructing a transmission main. This work is not yet complete; however, the preliminary information indicates that the initial cost estimate to construct the main, which was discussed on August 15, 2017, may not be sufficient due to significant utility conflicts near the Metropolitan Water Reclamation District ("MWRD") treatment plant at Howard Street and McCormick Boulevard. As a result of the conflicts, the Village Engineer is investigating the need to potentially construct a longer route, which would increase the cost of the project. The upper limit of the estimated cost of the project is now approximately \$10.5 million, which equates to \$710,000 in annual debt service for a 20 year bond (assumes 3% interest rate). The transmission main cost includes the cost of design, construction, oversight, easements, permitting, and a 5% contingency. The MWRD has

informed the Village that in order to use its right-of-way, the Village will need to pay an annual easement fee based on a percentage of the value of the land that the water main runs under. Additionally, the Village of Skokie has indicated that a permit fee will be required due to disruption that the construction will cause to their residents. The fees and total construction costs are still being refined and once the route study is complete, the results and recommended route will be reported to the Village Board.

Table 3 provides a summary of the rate savings the Village will enjoy over the first four full years of being supplied by Evanston compared to purchasing water from Chicago.

Table 3. Estimated Annual Savings*				
	2020**	2021	2022	2023
Water Supply Savings	\$1,281,964	\$1,308,663	\$1,251,415	\$1,276,443
Annual Debt Service†	\$710,000	\$710,000	\$710,000	\$710,000
Remaining Savings	\$571,964	\$598,663	\$541,415	\$566,443

*Estimated savings are based on the Village’s 2017 water usage and assumes 2% increases in Chicago’s wholesale rate

**2020 is anticipated to be the first full year of service

† Debt service for the Lincolnwood transmission main, may be adjusted based on actual construction costs

Existing Chicago Contract/Connection

The existing water supply agreement with Chicago expires at the end of 2018. The Village’s current primary connection point is at the intersection of Crawford and Devon Avenues. An emergency interconnection with the Village of Skokie is located near the intersection of Cicero and Jarvis Avenues. Staff recommends that an interconnection be maintained with Chicago, which can be used in the case of emergency. An initial meeting with Chicago is scheduled for April 30, 2018 to discuss the possibility of maintaining an emergency interconnection, as well as other issues.

Staff Direction

Staff is seeking direction from the Village Board regarding the proposed water supply agreement. If the Village Board desires, the agreement will be placed on a future Village Board meeting agenda for consideration.

Documents Attached

- Proposed Water Supply Agreement
- April 19, 2017 Water Fund Workshop Minutes and Memo
- August 15, 2017 Committee of the Whole Minutes and Memo
- Presentation

**WATER SUPPLY AGREEMENT BETWEEN
THE CITY OF EVANSTON AND,
THE VILLAGE OF LINCOLNWOOD**

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Background

The City of Evanston (“Evanston”) is the owner and operator of a water intake, filtration, treatment and pumping plant (the “Water Plant”) located at 555 Lincoln Street, Evanston, Illinois. The Water Plant is on the shore of Lake Michigan and Evanston draws water from Lake Michigan for Evanston’s drinkable water, firefighting and fire protection needs for its community, and for distribution and resale to its customers (“Evanston Water Utility”). The Village of Lincolnwood (“Lincolnwood”) wants to purchase drinkable Lake Michigan water from the Evanston Water Utility for the uses specifically allowed by this Agreement, including but not limited to, distribution and sale to customers of the Lincolnwood water system.

1. Parties

1.01 Parties

The parties to this Water Supply Agreement (“Agreement”) are Evanston and Lincolnwood, who are at times referred to in this Agreement as a “Party” or collectively as the “Parties”.

2. Initial Term of Agreement; Extended Term; Service Year; Fiscal Year

2.01. Initial Term

The Initial Term (“Initial Term”) shall commence on the Effective Date of this Agreement (as defined in Section 17.16 (Effective Date)) and shall end at 11:59 p.m. on December 31, thirty nine (39) years after the Effective Date of this Agreement.

2.02 Extended Term

The Initial Term of this Agreement may be extended for up to two (2) consecutive terms (generally referred to as an “Extended Term” or specifically referred to as the “First Extended Term” and the “Second Extended Term”). The First Extended Term and the Second Extended Term will each be ten (10) years in length, unless Lincolnwood delivers written notice of its intention to not extend the Initial Term or any Extended Term of this Agreement. Any such written notice must be delivered to Evanston not less than five (5) years prior to the termination date of the then-existing Term. If this Agreement is extended for the Second Extended Term, then this Agreement shall renew automatically at the end of the Second Extended Term at ten (10) year intervals thereafter, unless either Party conveys written notice of its intention to terminate this Agreement not less than five (5) years prior to the termination date of the then-existing Term.

2.03 Service Year; Fiscal Year

Each Service Year (“Service Year”) under this Agreement will be the time period of January 1st to December 31st. Each Fiscal Year (“Fiscal Year”) under this Agreement will be the time period of January 1st to December 31st.

3. Water Defined**3.01 Water Defined**

In this Agreement, Water means Lake Michigan water that is safe for human consumption (i.e. drinkable water) and that meets or exceeds the requirements of any current or successor federal, state of Illinois, or local agency or governmental authority having jurisdiction over the operation of public water supplies. Evanston shall supply water that is like kind and quality with that supplied by Evanston to its other customers. Whether “water” is capitalized in this Agreement or not, it shall have the meaning set forth in this Section.

4. Commencement of Obligation to Deliver and Receive Water**4.01 Intentionally Left Blank****4.02 LINCOLNWOOD Notice to Evanston to Proceed with Final Engineering Design**

Not more than thirty (30) calendar days after LINCOLNWOOD awards the final engineering design work for the LINCOLNWOOD Water System, LINCOLNWOOD shall deliver to Evanston in writing a notice to proceed on final engineering design of the Evanston Connection Facilities.

4.03 LINCOLNWOOD Notice to Evanston to Proceed with Construction

Not more than thirty (30) calendar days after LINCOLNWOOD awards the first construction contract relative to the construction of the LINCOLNWOOD Water System, LINCOLNWOOD shall deliver to Evanston in writing a notice to proceed on construction of the Evanston Connection Facilities.

4.04 Delivery Date

Evanston shall deliver water to LINCOLNWOOD, on a date mutually agreed by the Parties, but no later than one hundred and twenty (120) calendar days of receiving written notice from LINCOLNWOOD that LINCOLNWOOD is ready to receive water.

4.05 LINCOLNWOOD Payment for Water; Water During Construction

Except for water usage during construction and testing of the Project improvements, LINCOLNWOOD shall not be responsible to pay for any water charges under this Agreement until the improvements and construction at the Point of Delivery, are completed, and until Evanston delivers water to LINCOLNWOOD for resale to its customers. During the construction and testing of the improvements at the Point of Delivery, Evanston will charge LINCOLNWOOD for its water usage at the water rates and charges identified in Section 4.06 (Water Rate Payable to Evanston in Service Year 2018 and Beyond) of this Agreement.

4.06 Water Rate Payable to Evanston in Service Year 2018 and Beyond

The Parties agree that the identification of the total equivalent water rate payable to Evanston per 1,000 gallons supplied to LINCOLNWOOD in the Service Years identified below will be as follows:

Service Year	LINCOLNWOOD
2018	\$ 1.53 Not to Exceed Rate
2019	\$ 1.44 Not to Exceed Rate
2020	\$ 1.60 Not to Exceed Rate
2021	\$1.63 Projected, conforming to Section 5 below
2022	\$1.82 Projected, conforming to Section 5 below

4.07 Water Rate Payable to Evanston in Service Years 2023 and Thereafter

The Parties agree that the identification of the total equivalent water rate payable to Evanston per 1,000 gallons supplied to LINCOLNWOOD in Service Years 2023 and thereafter will be

calculated in accordance with Section 5 (Rate) below. The above rates may be adjusted down based on final rate calculations as provided for in Section 5 (Rate). The rate charged to Lincolnwood for water sold for construction and testing shall also use the above table. No True Up will be calculated for water sold for construction and testing purposes. Except for water sold to Lincolnwood for construction and testing, if the actual rate incurred at any time during Service Years 2018, 2019, 2020, 2021, or 2022 is different than the scheduled rate set forth in this Section, a “True-Up” calculation, in accordance with Section 5.08 (True-Up) will be completed no later than thirty (30) days after the Evanston Comprehensive Annual Financial Report (“CAFR”) applicable to that Service Year is completed. The Parties attached as **Group Exhibit “A”** to this Agreement an illustrative example of the “True-Up” process, including an identification of the formula and its components that will be used in performing the “True-Up” calculation. Any credit due to Lincolnwood will be allocated to that Party according to the process outlined in Section 5.08 (True-Up) of this Agreement. All water charges otherwise required to be paid under Section 4.06 (Phased Water Delivery to LINCOLNWOOD) will be payable by LINCOLNWOOD.

5. Rate

5.01 Ratemaking Principles and Policies

The Parties agree that the definitions, policies and principles described in the AWWA M-1, the “Principles of Water Rates, Fees and Charges published by the American Water Works Association, Sixth Edition”, as amended, may be used as a reference guide for the Parties under this Agreement. However, in the event of a conflict or inconsistency between any provision or term of the AWWA M-1 and this Agreement, the provision or term of this Agreement shall govern.

5.02 Billing and Payments

Evanston shall submit all water bills to LINCOLNWOOD on a monthly basis. LINCOLNWOOD shall pay all amounts due to Evanston pursuant to this Agreement in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. (“LGPPA”). The water bills shall be itemized with sufficient detail to inform LINCOLNWOOD that the charges and fees set forth in each monthly bill conform to the agreed-upon rates and cost components set forth in this Agreement. If payment is not made within the required thirty (30)

calendar day period, Evanston will charge LINCOLNWOOD a penalty for late payment of water bills in accordance with the interest penalty provision contained in Section 4 of the LGPPA (50 ILCS 505/4). No other penalty can be assessed against LINCOLNWOOD for late payments of water bills, except for Evanston's optional right to terminate this Agreement for nonpayment as provided for in Section 16.01 (Termination by Evanston). Evanston's termination option is subject to the right of LINCOLNWOOD to resolve any late payment within the applicable cure period. The billing structure will conform to the rates and components identified and defined below:

- Demand Charge: A fixed monthly payment consisting of (i) one-twelfth (1/12th) of the Annual Return on the Fair Value Rate Base as determined in accordance with Section 5.03 (Return on Rate Base) and (ii) a Depreciation Charge determined in accordance with Section 5.04 (Depreciation Charge).

- Quantity Charge: A payment based on the quantity of water delivered through the metering point(s) to Lincolnwood's water system multiplied by the Quantity Rate determined in accordance with the provisions of Section 5.05 (Quantity Charge).

5.03 Return on Rate Base

The "Rate Base" consists of those components of Evanston's Water Utility relating to assets in the Source of Supply, Pumping Plant, Treatment Plant, Water Plant and Transmission locations (the "Evanston Water Utility Components"). These Water Utility Components in service as of December 31, 2015, are identified in the "Evanston Water Utility Components Sheet" which is part of attached **Group Exhibit "B"** (Example of Rate Calculation for LINCOLNWOOD Water Rate for Service Year 2017 Based on Evanston Audited Information for Fiscal Year 2015) to this Agreement. The Parties to this Agreement understand and acknowledge that these Evanston Water Utility Components will adjust annually as of the end of each Fiscal Year to reflect additions to, and retirements of, Evanston Water Utility Components. The Parties to this Agreement understand and acknowledge that these Evanston Water Utility Components may adjust between the Effective Date of this Agreement and the date of delivery of water. Evanston shall be included as a component of the Evanston Water Utility for purposes of asset allocation and rate making related to asset allocation only for LINCOLNWOOD.

- **Original Cost Rate Base:** The components of the Rate Base valued at the original cost to Evanston of the acquisition, engineering, construction and installation of the assets of the Water Utility as identified in the most recently available Evanston Comprehensive Annual Financial Report (“Evanston CAFR”), minus accrued depreciation as of the end of the Fiscal Year used as a basis for determining Water Charges under this Agreement.

- **Reproduction Cost New Rate Base:** The components of Rate Base valued initially in the most recently available Evanston CAFR prior to the commencement of delivery of water under this Agreement. Reproduction Cost New Rate Base will be recalculated as of the end of each succeeding fifth Fiscal Year, starting in 2020, reflecting components then properly allocated to the Rate Base pursuant to this Agreement. The recalculation of the Reproduction Cost New Rate Base will utilize the most current valuation of the Evanston Water Utility, as identified by a reputable qualified consulting engineering firm experienced in water works valuation hired by Evanston. Accrued depreciation identified by the engineering firm’s valuation study, plus accrued depreciation which occurred from the date of the valuation to the end of the applicable Fiscal Year of the rate determination, will be deducted from the reproduction cost new of the plant in service at the end of the Fiscal Year.

- **Fair Value Rate Base:** This will be calculated initially in the most recently available Evanston CAFR prior to the commencement of delivery of water under this Agreement. The Fair Value Rate Base will be recalculated as of the end of each succeeding fifth Fiscal Year, starting in 2020, and will consist of the sum of **fifty percent (50%) of the original Cost Rate plus fifty percent (50%)** of the Reproduction Cost Rate Base as of the calculation date. The Fair Value Rate Base will be subject to annual adjustment as of the end of the Fiscal Year between Fair Value Rate Base recalculations to reflect additions to and retirements of Water Utility assets contained in the Rate Base during the Fiscal Year. The next verification of the elements of the Fair Value Rate Base will be performed by Burns and McDonnell in 2020 (or its successor entity selected by Evanston, as the case may be), and then once every five (5) calendar years thereafter. Additions will be valued at their original cost until recalculation of the Fair Value Rate Base, at which time such additions will be valued in the same manner as the Fair Value Rate Base. Retirements will be valued at their fair value as reflected in the last previous Fair Value Rate Base computation.

- Annual Return on Rate Base: The Annual Return on Rate Base will be multiplied ten percent (10.0%) on the LINCOLNWOOD share of the Fair Value Rate Base identified in the most recently available Evanston CAFR, and otherwise conform to the cost of service principles identified in Section 5.01 (General Principles and Policies). The LINCOLNWOOD share of the Fair Value Rate Base will be determined by allocating to LINCOLNWOOD a portion of such Fair Value Rate Base, as adjusted and recalculated from time to time as provided by this Agreement. This adjustment will be based upon the ratio of each Evanston Water Utility customer allocation, which includes the City of Evanston's allocation, compared to the total allocation of all Evanston Water Utility customers established by order of the Illinois Department of Natural Resources ("IDNR") during the Fiscal Year.

5.04 Depreciation Charge

These charges will be calculated as of the end of each Fiscal Year following commencement of the delivery of water to LINCOLNWOOD and will consist of one-twelfth (1/12th) of an annual depreciation charge, calculated by applying the depreciation rates utilized by Evanston identified in **Group Exhibit "C" (Depreciation Rates)** to this Agreement, to the original cost of the depreciable Water Utility asset defined in Section 5.03 (Return on Rate Base) in service contained in the Fair Value Rate Base allocated to LINCOLNWOOD. As of the date when any depreciable Water Utility asset will be placed in service or any depreciable Water Utility asset in the Fair Value Rate Base is retired from service, charges of depreciation to LINCOLNWOOD will be correspondingly adjusted as of the end of the Fiscal Year in which the addition or retirement took place.

5.05 Quantity Charge

LINCOLNWOOD will pay Evanston a Quantity Charge based upon a Quantity Rate equal to LINCOLNWOOD's share of the "Operating Costs" per 1,000 gallons of water delivered to the Point of Delivery. The "Operating Costs" to be included in determining the Quantity Rate are the costs assigned to the functions of Administration, Pumping, Filtration, and Distribution, identified in the Evanston CAFR of the Evanston Water Fund described in **Group Exhibit "B"** attached to this Agreement. The Operating Costs applicable to water deliveries during the Service Year will be determined based on the results of operation of the Evanston Water Utility, as audited by independent certified public accountants selected by Evanston, as reviewed by LINCOLNWOOD. The total Quantity Charge will be adjusted at the end of each Service Year

to reflect the actual, total Quantity Charge owed to Evanston based on the Fiscal Year Operating Costs finally determined by the latest annual audit performed by the current Evanston independent certified public accountant as defined in Section 5.08 (True Up). In determining the Quantity Rate, Operating Costs will be allocated to LINCOLNWOOD based upon the ratio of its Average Day Demand identified in Section 7 (Water Supply; Allocation; Distribution) of this Agreement supplied by the Evanston Water Utility, to the aggregate of the Average Day Demand of all Evanston Water Utility, LINCOLNWOOD and other customers or users of the Evanston Water Utility system during the Fiscal Year. The Quantity Rate will not include any portion of any costs included in computing the Fair Value Rate Base, Annual Return on Rate Base or Depreciation Charge.

5.06 Demand Charge and Quantity Charge Smoothing

Demand Charge Cap. Upon completion of the Clearwell Project immediately south of the Evanston Water Utility, and upon completion of the Intake Replacement Project, but not later than the end of year 2022, any increase and decrease in any Evanston Water Utility Asset shall not increase the total rate charged to LINCOLNWOOD by more than **four percent (4%)** per year until the entire cost of the Evanston Water Utility Asset has been recovered by either Party compared to the cost change that would have occurred if the Evanston Water Utility Asset change was not smoothed. No cap or smoothing will be calculated due to the change in total customers utilizing the Evanston Water Utility. Any increased capital costs associated exclusively with the acquisition of new customers by Evanston will not be included in the rate calculation for LINCOLNWOOD. LINCOLNWOOD's rate shall not be increased as a result of the acquisition of new Evanston customers. Evanston may accelerate the replacement of assets assigned to LINCOLNWOOD, as needed, to add a new Evanston customer or may add new assets beneficial to LINCOLNWOOD, provided that the new rate for LINCOLNWOOD is equal to or less than the then-current LINCOLNWOOD rate.

Quantity Charge Cap. The Parties agree to cap the annual increase of the labor costs portion of the Operating Costs that are used to determine the Quantity Rate based on the actual, annual aggregate cost increase (if any), **if Evanston labor costs increase more than 4% in any given year.** When Evanston labor costs increase by more than 4% any given year, the labor costs portion of the Operating Costs shall be capped based on the average of the annual

percentage increases of labor costs for public works employees of Evanston and Lincolnwood (e.g., Evanston increase (4.4%) plus Lincolnwood Increase (4.0%) divided by two equals a 4.2% capped increase).

5.07 LINCOLNWOOD Audit Rights

Not more than once per year, LINCOLNWOOD shall have the right to audit all parts of the water charges, and the components thereof, as well as any other fees, charges, or assessments provided for in this Agreement. LINCOLNWOOD's right to audit includes, but is not limited to, the Demand Charge, the Quantity Rate, the Quantity Charge, the Rate Base and the Depreciation Charge, as well as any other components of the water charges. Evanston shall reasonably cooperate with requests by LINCOLNWOOD and its auditors regarding reasonable requests for documents and information needed to complete the audit related to the rights and obligations of the Parties under this Agreement. Each Party is responsible for its respective costs of the audit.

5.08 True-Up

At the end of each Service Year and subject to Section 5.07 (LINCOLNWOOD Audit Rights), there will be a final Quantity Charge or credit issued by Evanston to LINCOLNWOOD to adjust the total Quantity Rate calculated by utilizing the latest available Fiscal Year audited Operating Costs. Any adjustments to the water charges, and the components thereof, as well as any other fees, charges, or assessments provided for in this Agreement, that require additional payment to Evanston by LINCOLNWOOD or any credit to LINCOLNWOOD by Evanston shall be calculated as part of this annual True-Up process. The Parties have attached as **Group Exhibit "A"** to this Agreement, illustrative examples of the "True-Up" process. After the True-Up process and any dispute resolution process are completed, this final charge or credit shall be paid by the responsible Party within thirty (30) calendar days of the issuance of the invoice or credit by separate payment or as otherwise mutually agreed to in writing by the Parties.

6. Water System Definitions

6.01 Water System Definitions and Related Terms

In this Agreement, the following definitions apply:

- Evanston Clearwell Project: The replacement of the 5.0 MG treated water storage facility located on the south side of Lincoln Street opposite the water treatment plant (See, **Group Exhibit "B"**, #203 of the Treatment Plant asset list).

- Evanston Connection Facility: Evanston control valve, delivery meter, piping and other components necessary to supply water to LINCOLNWOOD that will be housed in an underground vault near the intersection of Oakton Avenue and the North Shore Channel, owned by Evanston and included as a transmission component in the rate base.
- Evanston Intake Replacement Project: The replacement of Evanston's 36" and 42" diameter intake(s) and all appurtenances thereto (See **Group Exhibit "B"**, #9 and #13 in the Source of Supply asset list).
- Evanston Water Utility: The assets in the Source of Supply, Pumping Plant, Treatment Plant, Water Plant and Transmission locations in service as of December 31, 2015, and identified in **Group Exhibit "B"** to this Agreement, which components may adjust annually as of the end of each Fiscal Year to reflect additions to, and retirements of, Water Utility components.
- Lincolnwood Water System: The infrastructure that makes up the Lincolnwood Water System, including but not limited to, the water treatment, pumping, storage, distribution and delivery system, pump stations, transmission and distribution mains, valves, meters, and connection facilities.
- Point of Delivery: The point of connection of the LINCOLNWOOD Water System and the Evanston Connection Facility adjacent to the underground vault at Evanston border on the East side of the North Shore Channel.
- Project: The construction of the Evanston Connection Facilities, the Evanston Facilities Adjustments, the LINCOLNWOOD Water System, and all related and necessary improvements made to the Evanston Water Utility, and the Lincolnwood Water System, as provided for in this Agreement.
- To the extent a word or term is used in this Agreement that is not defined herein, the first source of interpretation of the word or term shall be its definition in the AWWA M-1 Manual or other AWWA publication pertaining to water transmission and distribution facilities (if defined therein), then any applicable federal or state laws (e.g., Clean Water Act) and then the

common definition found in the most recent edition of any mutually agreed upon nationally published dictionary (e.g., Webster’s Dictionary or Merriman’s Dictionary).

7. Water Supply; Allocation; Distribution

7.01 Water Supply, Sale and Purchase; Allocation

Evanston will sell and deliver to LINCOLNWOOD the full water requirements of the LINCOLNWOOD Water System, except as otherwise set forth in this Agreement. LINCOLNWOOD will purchase all of the water it receives from Evanston in accordance with this Agreement.

LINCOLNWOOD is responsible to obtain and maintain a water allocation from the Illinois Department of Natural Resources (“IDNR”). In this Agreement, Average Day Demand (“ADD”) means the IDNR water allocations established in November 2011 for Lincolnwood. In this Agreement, Maximum Flow Rate (“MFR”) means the rate of flow that Evanston is required to provide at the Point of Delivery.

The MFR to Lincolnwood is based on the Year 2030 IDNR water allocation assigned to Lincolnwood multiplied by a 1.65 peaking factor.

- Illustrative formula for calculating the MFR for Lincolnwood: Lincolnwood Year 2030 IDNR water allocation = 2.429 x 1.65 = 4.0079 Million Gallons Per Day (“MGD”) MFR.

7.02 Emergency Connections

This Agreement will not prohibit LINCOLNWOOD or Evanston from entering into any emergency water service agreement with another municipality, water agency, or other source. Nothing in this Section will prevent Evanston’s right to collect all water charges provided for in this Agreement.

7.03 Coefficient of Friction

LINCOLNWOOD shall maintain its transmission main to provide a coefficient of friction (“C-factor”) to be determined after the completion of the final design engineering for the LINCOLNWOOD Water System, which C-factor will be incorporated into this Agreement by a jointly executed side-letter issued prior to the delivery date of water. Unless otherwise agreed to by the Parties, the C-factor rating of the LINCOLNWOOD Water System between the Point of

Delivery and the LINCOLNWOOD booster station or LINCOLNWOOD (referred to as the “Evanston Pressurized Zone” of the LINCOLNWOOD Water System) receiving reservoir shall not be less than a C-factor rating of 90. If the C-factor falls below 90 within the Evanston Pressurized Zone of the LINCOLNWOOD Water System, Evanston is not required to meet the Maximum Flow Rate as indicated in Section 7.01 (Water Supply Sale and Purchase; Allocation). The Maximum Flow Rate shall decrease directly on a one to one basis with the decrease in C-factor rating (e.g., each one (1) point loss or gain of C-factor equals a 1.11% change in the maximum flow rate: 80 C-factor = 88.90% maximum flow rate). The C-factor is identified in Cameron Hydraulic Data, or equivalent successor statement of measure, and typically used for the design of concrete pipes to reflect the roughness of the pipe after many years of operation. LINCOLNWOOD shall test its transmission main beginning in Year 2023, and every fifth year thereafter, to determine the C-factor rating and promptly provide those results to Evanston to ensure adherence to this requirement. If the LINCOLNWOOD’s transmission main fails to meet the required C-factor rating as set forth in this Section, then another C-factor test shall be conducted during the subsequent Service Year.

7.04 Pressures

Evanston will supply water to LINCOLNWOOD by direct pressure from the Evanston Water Plant without intermediate pumping from reservoirs. Evanston shall control operating pressures within its water distribution system and adjust such pressures according to the water demands within its water distribution system to ensure that the pressure at the Point of Delivery is at all times between 40 and 50 pounds per square inch (“PSI”).

7.05 Supply and Service Agreement Only; Title to Water

Nothing in this Agreement shall be construed as granting any proprietary or other interest in the Evanston Water Utility to LINCOLNWOOD. Nothing in this Agreement shall be construed as granting any proprietary or other interest in the LINCOLNWOOD Water System to Evanston. Evanston and LINCOLNWOOD agree that this Agreement is solely an agreement for the sale and purchase of a supply of Water and related services. Title to Water passes at the Point of Delivery from Evanston to LINCOLNWOOD. Evanston agrees to deliver an adequate water supply on a regular basis to maintain LINCOLNWOOD water requirements as provided for in this Agreement. Evanston agrees to not utilize off-peak pumping to meet the LINCOLNWOOD water requirements, unless requested by LINCOLNWOOD.

7.06 Temporary Restriction

Evanston has the right to restrict, on a temporary basis, the supply of water to LINCOLNWOOD in order to ensure an adequate water supply to all customers of the Evanston Water Utility for basic water services, and firefighting purposes, provided that the duration of the temporary water restriction is limited to the minimum time period necessary to resolve the condition or unforeseen emergency that caused the temporary restriction. Evanston shall take immediate, commercially reasonable actions to fix, repair, employ a temporary solution until a permanent solution is available or resolve the condition or unforeseen emergency that caused the temporary water restriction. If there is an insufficient water supply available to serve LINCOLNWOOD and all other customers, LINCOLNWOOD will receive its pro-rata share of the amount of water that is stored and available at the Evanston Water Utility based on the IDNR water allocation(s) as defined and identified in **Group Exhibit "B"** to this Agreement. If Evanston temporarily restricts the supply of water to LINCOLNWOOD under this Section, it shall deliver immediate written notice to LINCOLNWOOD that explains the reason(s) for the restriction, identifies the estimated reduction in the volume of water to be supplied to LINCOLNWOOD and the anticipated duration of the reduction in water supply service. During the first twenty-four (24) hour period of the temporary water restriction, Evanston shall provide LINCOLNWOOD with status reports in subsequent eight (8) hour intervals relative to the progress in resolving the condition or unforeseen emergency that caused the temporary water restriction. If the temporary water restriction extends or is anticipated to extend beyond a twenty-four (24) hour period, the Parties agree to meet to discuss commercially reasonable options and actions to fix, repair, employ a temporary solution until a permanent solution is available or resolve the condition or unforeseen emergency that caused the temporary water restriction.

7.07 Maintenance

Scheduled maintenance and repair to the Evanston Water Utility or the LINCOLNWOOD Water System that may impact water supply and service to LINCOLNWOOD cannot be done except upon prior notice to the other Parties of not less than five (5) days. Scheduled maintenance to water system infrastructure during peak demand periods shall be avoided to the extent possible. Notice of emergency maintenance or repair will be provided by the Party performing the maintenance and repair to the other Party as soon as practicable under the circumstances. Each

Party agrees to maintain their respective water systems in accordance with the manufacturers' warranty and operational specifications.

7.08 Lincolnwood Option to Purchase Water from Other Suppliers

Notwithstanding any other provision in this Agreement, Lincolnwood may purchase water from other water suppliers under the following two (2) situations. First, Lincolnwood may purchase water from other water suppliers to the extent Evanston fails to deliver to Lincolnwood the full water requirements up to the total amount of the IDNR water allocations as required by this Agreement. In the event of such failure by Evanston, but excluding temporary restriction(s) under Section 7.06 or maintenance situations under Section 7.07 above, Evanston shall provide written notice to Lincolnwood of the service failure, which shall include a description of the operational or technical reasons for the failure to deliver Lincolnwood's full water requirements. Second, Lincolnwood may purchase water from the City of Chicago under non-emergency conditions in order to maintain an active, operational water supply connection.

7.09 Surges and Back-Flows

No surges or back-flows into any Party's water system are allowable under this Agreement.

7.10 LINCOLNWOOD Responsibility for Damage to Evanston's Water Utility

LINCOLNWOOD is responsible for damage to the Evanston Water Utility or of any of its customers due to surges and back-flows caused by malfunction or misuse of LINCOLNWOOD's Water System, including, without limitation, valve operation or booster station operation, excluding damage where Evanston is responsible for the operation of the LINCOLNWOOD Water System, including, without limitation, its valve operation or booster station. LINCOLNWOOD shall install a flow control system and a pressure recording system consisting of remotely operated flow control valve(s) at the LINCOLNWOOD receiving reservoir(s). LINCOLNWOOD shall provide the necessary equipment to transmit pressures, rates of flow and receiving reservoir(s) elevations prior to delivery of water by Evanston. All devices necessary for the control and transmission of pressures, levels and rates of flow of water furnished to LINCOLNWOOD that are part of the LINCOLNWOOD Water System shall be provided and maintained by LINCOLNWOOD, and comply with the provisions of Section 10 (Meters and Measurements; Meter Testing). Water pressure and rate of flow readings shall be transmitted to

the Evanston Pumping Station. All flow control valves within the Evanston Water Utility shall be controlled by Evanston in accordance with the provisions of this Agreement.

7.11 Evanston's Responsibility for Damage to LINCOLNWOOD's Water System

Evanston is responsible for damage to the LINCOLNWOOD Water System or of the water systems any of its customers due to surges and back-flows caused by malfunction or misuse of Evanston's Water Utility, including, without limitation, valve operation, booster station operation or pump station operation.

8. Existing and Future Customers of Evanston; LINCOLNWOOD Other Users

8.01 Existing and Other Water Customers Served by Evanston

Evanston agrees that it will continue to supply water to its existing customers without impairing LINCOLNWOOD's right to Water service from Evanston under this Agreement, or impairing Evanston's ability to deliver Water to LINCOLNWOOD under this Agreement. Nothing in this Agreement limits Evanston executing new, modified or amended agreements with any other current or future wholesale water customer served by Evanston. LINCOLNWOOD agrees Evanston has the right to serve new wholesale water customer(s) subject to its obligations to LINCOLNWOOD under this Agreement.

8.02 Northwest Water Commission

In the event of the loss of the Northwest Water Commission ("NWC") between the years of 2034-2047, the change in the total rate increase shall be calculated, and Lincolnwood shall be assessed, **not more than fifty percent (50%)** of the rate increase incurred by the loss of NWC. Assuming the loss of NWC between the years of 2034-2047, total Lincolnwood rate increases shall be **capped at eight percent (8%) per annum**. Evanston shall take all commercially reasonable actions to reduce all assets in use at the WTP to reflect the new plant demand without NWC. After 2048, LINCOLNWOOD rates shall be recalculated according to this Agreement.

8.03 Liability for Unreasonable Delay by LINCOLNWOOD

If LINCOLNWOOD fails or refuses to complete the LINCOLNWOOD Water System as required by this Agreement, then LINCOLNWOOD shall pay to Evanston all reasonable, actual, documented costs incurred by Evanston as listed in Section 16.03 (G, H, or I) (Termination by LINCOLNWOOD), and in Sections 4.01 (LINCOLNWOOD Notice to Evanston to Proceed

With Preliminary Project Phase Work) through Section 4.07 (Commencement of Obligation to Deliver and Receive Water). If LINCOLNWOOD fails to complete the LINCOLNWOOD Water System due to a Force Majeure Event(s) or any other delays that prevent the completion of LINCOLNWOOD's Project Improvements until after the delivery of water (Section 4.04), LINCOLNWOOD shall not be obligated to pay to Evanston any costs or penalty, provided that LINCOLNWOOD has taken and continues to take all commercially reasonable actions to complete the LINCOLNWOOD Project Improvements as soon as reasonably possible after the expected delivery date of water.

8.04 Liability for Unreasonable Delay by Evanston

If Evanston fails or refuses to complete the components at the Point of Delivery in a commercially reasonable time frame as outlined in Section 4.01 (LINCOLNWOOD Notice to Evanston to Proceed with Preliminary Project Phase Work) through Section 4.07 (Commencement of Obligation to Deliver and Receive Water) and LINCOLNWOOD are unable to receive water from Evanston by the anticipated initial delivery date of water, or such other alternate water delivery date, as provided for in Section 4.01 (LINCOLNWOOD Notice to Evanston to Proceed with Preliminary Project Phase Work) through Section 4.07 (Commencement of Obligation to Deliver and Receive Water) above, due to such failure or refusal by Evanston, then Evanston will pay to LINCOLNWOOD the difference between the water rate that would have been charged by Evanston under this Agreement, and the then-applicable Chicago water rate (or the water rate charged by an alternate water supplier).

9. Facility Completion Schedule

9.01 Specifications and Sequence of Construction for the Project Improvements

After the approval of this Agreement, and subject to the notice to proceed provisions set forth in this Agreement, the Parties agree to work cooperatively together and to share relevant information to develop their respective specifications for their own Project improvements and to prepare construction schedules and operating procedures for the Project improvements, including the joint review of preliminary design plans and final design plans for review comment purposes and delivery of periodic status reports by each Party relative to the Evanston Connection Facilities and the LINCOLNWOOD Water System.

9.02 IEPA and Other Approvals for the Project

The Parties agree to apply for, obtain and maintain all permits, licenses and other approvals required by the federal, state, county and local governments and governmental regulatory agencies with jurisdiction over the Project.

9.03 Easements, Licenses, Permits, Fees and Approvals

LINCOLNWOOD shall take all necessary action to acquire easements, permits and licenses for the construction of the LINCOLNWOOD Water System Facilities within Evanston's corporate boundaries and outside of Evanston's corporate boundaries. LINCOLNWOOD agrees to pay all required permit fees, license fees and plan review fees to all governmental regulatory agencies with jurisdiction over the Project, except for Evanston. Construction of the LINCOLNWOOD Water System shall conform to all applicable laws, ordinances, codes, regulations and specifications.

10. Meters and Measurements; Meter Testing

10.01 Unit of Measurement

The unit of measurement for water delivered pursuant to this Agreement will be gallons of water, U.S. Standard Liquid measure, and all meters installed pursuant to this Agreement must, unless the Parties otherwise agree, be so calibrated, and must read at one thousand (1,000) gallons of water.

10.02 Supervisory Control and Data Acquisition ("SCADA")

Evanston shall in real time provide to LINCOLNWOOD the following SCADA information, except during SCADA failure:

- a) total plant flow data;
- b) flow through LINCOLNWOOD master meter data;
- c) pressure at LINCOLNWOOD delivery meter facility data; and
- d) Evanston control valve position.

LINCOLNWOOD shall in real time provide to Evanston incoming and outgoing flow data from each receiving reservoir as well as the water level in each receiving reservoir, except during SCADA failure. In regard to on-site visits and inspections of each Party's respective water system facilities, the requesting Party shall request any on-site visits and inspections in advance

by written notice to the receiving Party and shall comply with all security protocols and be accompanied by the receiving Party's staff during the on-site visit or inspection, and the receiving Party shall cooperate in scheduling such on-site visits and inspections. Evanston and LINCOLNWOOD agree to promptly repair any SCADA failures.

10.03 Delivery Meters

Water sold and delivered to LINCOLNWOOD pursuant to this Agreement must be measured through a meter or meters furnished, installed, maintained, replaced and read by Evanston (the "Delivery Meters"). Except as provided in this Agreement, all billing for Water sold and supplied pursuant to this Agreement must be based upon Evanston's readings of the Delivery Meters, subject to LINCOLNWOOD's right to audit Evanston's readings under Section 5.07 (LINCOLNWOOD Audit Rights) above. All Delivery Meters shall be in good working order, shall at all times meet or exceed the standards of the AWWA, or its successor entity, and shall be available for inspection, testing, and checking by LINCOLNWOOD upon reasonable request to Evanston. Evanston shall at its cost maintain, inspect, test, calibrate and adjust all Delivery Meters not more than two (2) times per year. Representatives from LINCOLNWOOD shall have the right to witness all such maintenance, inspections, tests, calibrations and adjustments. Lincolnwood shall pay to Evanston the actual cost incurred by Evanston in maintaining, testing, calibrating and adjusting the Delivery Meters, which cost shall be included as part of the Quantity Charge. Copies of the results of all such maintenance, inspections, tests, calibrations and adjustments must be furnished by Evanston to LINCOLNWOOD upon request.

10.04 Check Meters

LINCOLNWOOD may, at their option and expense, install and operate a check meter(s) (a "Check Meter") to check each Delivery Meter, but the measurement of water for billing pursuant to this Agreement shall, except as hereinafter provided, be measured solely by the Delivery Meters. All Check Meters shall meet or exceed the standards of the AWWA and shall be available for inspection and checking by Evanston upon reasonable request to LINCOLNWOOD. The costs for installation, maintenance, regulatory fees, reading, testing, calibration, and adjustment of all Check Meters shall be performed by LINCOLNWOOD at LINCOLNWOOD's sole cost and expense.

10.05 Meter Calibration and Adjustment

If either Evanston or LINCOLNWOOD at any time observes a variation between a Delivery Meter and a Check Meter or any other evidence of meter malfunction, such Party must promptly notify the other Party, and Evanston and LINCOLNWOOD agree to cooperate to inspect and test the accuracy of such meter(s). If upon any inspection or test, any meter is found to be out of service or the percentage inaccuracy of any meter is found to be **in excess of two percent (2%)** slow or fast, then the meter's registration, as well as charges for water based on incorrect metering, must be corrected by agreement of Evanston and LINCOLNWOOD based on the best data available. The best data available is defined as the registration of an installed Check Meter that is accurately registering **equal to or less than two percent (2%)** slow or fast during the period extending back to the time when such inaccuracy began. If it is impossible to determine the time period of inaccuracy, the correction period will extend back one-half of the time elapsed since the last date of calibration. Otherwise, the amount of water delivered during such period may be estimated by:

- correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or
- if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of water delivered by reference to deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

10.06 Notification Concerning Meter Tests

Evanston and LINCOLNWOOD shall deliver to the other Party written notice at least seventy-two (72) hours in advance of the time of any planned maintenance, inspection, test, calibration, adjustment or other work affecting any Delivery Meter or Check Meter so that the other Party may arrange to have a representative present. If said representative is not present at the time set in such notice, the inspection, test, calibration, adjustment or other work will proceed in the absence of said representative. Notices required under this Section 10.06 shall be given to the following persons at the following addresses, unless otherwise provided in writing by LINCOLNWOOD :

If for Evanston:

Director of Public Works Agency

555 Lincoln Street
Evanston, Illinois 60201
Phone: 847.448.4311
Email: current business email address

If for Lincolnwood:

Director of Public Works
Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712
Phone: 847-675-0888
Fax: 847-675-4432
Email: current business email address

10.07 Removal of Meters

Delivery Meters and Check Meters may be removed upon termination of this Agreement only upon mutual agreement of the Parties and upon the release of any easements related thereto.

10.08 Meters for Customers

Each Party is responsible for providing water meters to its own customers.

11. Dispute Resolution

11.01 Negotiation

If a dispute arises between Evanston and LINCOLNWOOD concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through

negotiation, any Party to this Agreement may pursue other remedies under Section 11.02 (Remedies) below to enforce the provisions of this Agreement.

11.02 Remedies

In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. Each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. Each Party will bear its own costs, expenses, experts' fees, and attorneys' fees, incurred in all litigation arising under this Agreement.

11.03 Venue and Applicable Law

All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.

12. Force Majeure

12.01 Excuse From Performance

No Party will be liable in damages to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event as defined in Section 12.02 (Force Majeure Event) below. If a Party cannot perform under this Agreement due to the occurrence of a Force Majeure Event, then the time period for performance of the Party under this Agreement shall be extended by the duration of the Force Majeure Event.

12.02 Force Majeure Event

A "Force Majeure Event" means an event not the fault of, and beyond the control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include:

- an “act of God” such as an earthquake, flood, fire, Lake Michigan seiche, tornado, earth movement, or similar catastrophic event,
- an act of terrorism, sabotage, civil disturbance or similar event,
- a strike, work stoppage, picketing, or similar concerted labor action,
- delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts, or
- an order or regulation issued by a Federal or State regulatory agency after the Effective Date or a judgment or order entered by a Federal or State court after the Effective Date.

A Force Majeure Event does not include a change in economic or market conditions or a change in the financial condition of a Party to this Agreement.

12.03 Notice

The Party claiming a Force Majeure Event excuse must deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this Section must be given promptly in light of the circumstances. Such notice must describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the Party expects to be prevented from performing, and the steps which the Party intends to take to restore its ability to perform its obligations under this Agreement.

13. Preservation of Water Rights

Evanston intends to preserve all of its water rights, irrespective of whether the water held under such water rights is allocated under this Agreement. Nothing in this Agreement shall be construed as an abandonment, or evidence of intent to abandon, any of the water rights that Evanston presently possesses.

14. Good Faith and Fair Dealing

The Parties each acknowledge their obligation under Illinois law to act in good faith toward, and deal fairly with, each other with respect to this Agreement.

15. Disconnection, Removal Relocation of Connection Facilities or Transmission Mains

15.01 Termination of Agreement

Upon termination of this Agreement, Evanston, in its discretion and at its cost, may disconnect or remove the Evanston Connection Facilities and / or the LINCOLNWOOD Connection Facilities and / or transmission mains located within Evanston's rights of way or utility easements, but only after the Parties mutually approve and sign an agreement and a release of easements that pertain to disconnection and / or removal of the Evanston Connection Facilities, the LINCOLNWOOD Connection Facilities and /or the transmission mains.

15.02 Relocation

In the event that the Point of Delivery or any portion of the Evanston Connection Facilities and the LINCOLNWOOD Connection Facilities or any transmission mains need to be relocated due to unanticipated circumstances or at the request of either Party, the Parties may negotiate an addendum to this Agreement that provides for the relocation, reconstruction, financing and cost sharing of the relocation work. If this Agreement is terminated, within one (1) year of the effective date of such termination, all connection facility assets, components, and equipment within Evanston must be removed at LINCOLNWOOD's sole cost and expense, unless otherwise agreed upon by the Parties.

16. Termination; Default

16.01 Termination by Evanston

This Agreement shall be subject to termination if a court of competent jurisdiction restricts or limits any of Evanston's rights to obtain, sell, contract for, or distribute water to LINCOLNWOOD in a manner that prohibits Evanston from complying with its obligations to LINCOLNWOOD under this Agreement. Evanston will have the right to terminate this Agreement if LINCOLNWOOD fails and defaults with respect to its obligations under Section 5.02 (Billing and Payments) of this Agreement, and otherwise fails and refuses to cure such default under Section 11.01 (Negotiation) and Section 16.04 (Default; Cure Period; Relief).

16.02 Termination by Mutual Agreement

Only upon mutual consent, the Parties may agree to terminate this Agreement, in writing, after the approval of a termination or wind-down agreement by their respective corporate authorities.

16.03 Termination by LINCOLNWOOD

LINCOLNWOOD shall have the right to terminate this Agreement if it delivers written notice to Evanston of its intention to terminate this Agreement not less than five (5) years prior to the termination date of the then-existing Term. In addition, LINCOLNWOOD has the right to terminate this Agreement for the following reason(s):

A. If LINCOLNWOOD is unable to obtain easements or title to real property to construct the LINCOLNWOOD Connection Facilities and other necessary LINCOLNWOOD Project Improvements.

B. If the LINCOLNWOOD Engineering and Route Study determines that the LINCOLNWOOD Connection Facilities and other necessary LINCOLNWOOD Project Improvements will not be feasible for any reason, including but not limited to a lack of technical feasibility to complete the LINCOLNWOOD Project Improvements, or a lack of relative financial feasibility to pay for the LINCOLNWOOD Project Improvements.

C. If the bid results for the LINCOLNWOOD Connection Facilities and other necessary LINCOLNWOOD Project Improvements exceeds:

1) the LINCOLNWOOD Engineer's Estimate;

2) the approved LINCOLNWOOD Project Budget; or

3) the LINCOLNWOOD Project Financial / Debt Repayment schedule.

LINCOLNWOOD shall provide all documents and data to Evanston prior to LINCOLNWOOD cancelling the bid.

D. Evanston fails to deliver water in accordance with or otherwise fails to comply with the terms of this Agreement.

E. LINCOLNWOOD can terminate this Agreement at the end of the Initial Term, or as otherwise provided during any Extended Term, subject to timely written notice to Evanston.

F. [Intentionally Left Blank]

G. LINCOLNWOOD can terminate this Agreement after its issuance of written notice to proceed with Evanston's Preliminary Project Phase Work as set forth in Section 4.01 above,

provided LINCOLNWOOD fully reimburses Evanston for all reasonable actual, documented costs incurred by Evanston relating only to Project consultants and Project engineering fees and expenses that are incurred by Evanston after the date of issuance of LINCOLNWOOD's Notice to Evanston to Proceed with Preliminary Project Phase Work. Evanston or LINCOLNWOOD will not be reimbursed for staff time or corporation counsel time or outside legal counsel fees and expenses.

H. LINCOLNWOOD can terminate this Agreement after its issuance of written notice to proceed with Evanston's Final Engineering Design Work as set forth in Section 4.02 above, provided LINCOLNWOOD fully reimburses Evanston for all reasonable actual, documented costs incurred by Evanston relating only to Project consultants and Project engineering fees and expenses that are incurred by Evanston after the date of issuance of LINCOLNWOOD's Notice to Evanston to Proceed with Final Engineering Design Work. Evanston or LINCOLNWOOD will not be reimbursed by the other Party for staff time or corporation counsel time or outside legal counsel fees and expenses.

I. LINCOLNWOOD can terminate this Agreement prior to acceptance of water from Evanston, provided LINCOLNWOOD fully reimburses Evanston for all reasonable actual, documented costs incurred by Evanston, relating only to Project consultants and Project engineering fees and expenses and construction costs that are incurred by Evanston after the date of issuance of LINCOLNWOOD's Notice to Evanston to Proceed with Construction as set forth in Section 4.03 above. Evanston or LINCOLNWOOD will not be reimbursed by the other Party for staff time or corporation counsel time or outside legal counsel fees and expenses.

16.04 Default; Cure Period; Relief

In the event any Party defaults in regard to any obligation under this Agreement, the non-defaulting Party shall send written notice of the default, with a description of the default, and a request that the defaulting Party cure the default. Any Party deemed to be in default under this Agreement by another Party shall have a thirty (30) calendar day cure period to resolve the default to the other Party's satisfaction or to initiate and continue to take actions that are designed to cure the default in a reasonable time period so that the Party in default is in conformance with the terms of this Agreement. In the event that a default is not cured, the non-defaulting Party and the defaulting Party shall participate in the "Dispute Resolution" process

contained in Section 11.01 (Negotiation) above. If the Dispute Resolution process is not successful, then either Party may seek to enforce remedies in Section 11.02 (Remedies) to enforce the provisions of this Agreement.

17. General Conditions

17.01 Entire Agreement

This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement. There are no other commitments, understandings, promises or conditions among the Parties in any other contract or agreement, whether oral or written, and this Agreement supersedes all prior written or oral agreements, commitments and understandings among the Parties.

17.02 Prompt Payment

In regard to the payment of any fee, charge or assessment provided for under this Agreement, the Parties are subject to and shall comply with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

17.03 Compliance With Laws

The Parties to this Agreement shall comply with all applicable Federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

17.04 Regulatory Bodies

This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them; provided, however, that this Section 17.04 shall not be construed as waiving the right of any Party to challenge the validity of any such rule, regulation, or law on any basis, including impairment of this Agreement.

17.05 Illinois Freedom of Information Act

The definition of a “public record” in the Freedom of Information Act (5 ILCS 140/1, et seq.) (“FOIA”) includes a “public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function

on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act.” (5 ILCS 140/7(2). Consequently, the Parties shall maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, et seq.) and FOIA.

17.06 Interpretation; Headings

This Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. No rule of construction that a document is to be construed against any of the drafting Parties shall be applicable to this Agreement. Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

17.07 Waiver

The failure of any Party to enforce any section, subsection, term, condition or covenant (collectively referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed waived by any Party, unless the provision to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of the Party charged with such waiver. No waiver by either Evanston or LINCOLNWOOD of any provision of this Agreement shall be deemed or construed as a waiver of any other provision of this Agreement, nor shall any waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

17.08 No Individual or Personal Liability

The Parties agree that the actions taken in regard to and the representations made by each respective Party in this Agreement and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.

17.09 No Third Party Beneficiaries

This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as

beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.

17.10 Amendments

No amendment to this Agreement shall be effective until it is reduced to writing in an addendum and approved by the corporate authorities of the Parties. All addenda shall be executed by an authorized official of each Party. If any governmental agency with regulatory authority enacts new rules or regulations or new nationally recognized water system engineering requirements are adopted that require the method of water production or any components of the infrastructure used for the delivery of water under this Agreement to be changed or modified, the Parties agree to negotiate an addendum to this Agreement that addresses the construction and operation of the required water system improvements to the Evanston Water Utility and/or the LINCOLNWOOD Water System, the cost allocation of such improvements among the Parties and the financing of such improvements.

17.11 Assignment

No Party shall assign, sublet, sell or transfer its interest in this Agreement or any of its rights or obligations under this Agreement without the prior written, mutual consent of the other Parties. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

17.12 Notice

Except as otherwise provided in this Agreement, all notices and other communications in connection with this Agreement shall be in writing and deemed to be given on the date of mailing if sent by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid, or may be delivered by messenger delivery, or overnight express mail, or personal delivery, or via facsimile, or via electronic internet mail ("e-mail") to the current mailing address(es) or email address(es) of the Parties' principal administrative offices, addressed to the Mayor/Village President or the City Manager/Village Manager. Facsimile notices shall be

deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered at, the following addresses, unless otherwise directed by the Parties:

If for City of Evanston:

With copy to: Corporation Counsel (same address as City Manager)

City Manager
Lorraine Morton Civic Center
2100 Ridge Avenue
Evanston, Illinois 60201
Phone: 847.866.2936
Email:

citymanagersoffice@cityofevanston.org

Director
Public Works Agency
555 Lincoln Street
Evanston, Illinois 60201
Phone: 847.448.4311
Email: publicworks@cityofevanston.org

If for Village of Lincolnwood:

Village Manager
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Director of Public Works
Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712

Phone: 847-745-4717

Fax: 847-673-9382

Email: current business email address

Phone: 847-675-0888

Fax: 847-675-4432

Email: current business email address

With a copy to:

Holland & Knight LLP

131 S. Dearborn Street, 30th Floor

Chicago, IL 60603

Attention: Steven M. Elrod, Corporation Counsel

By notice with the foregoing requirements of this Section 17.12, the Parties shall have the right to change the addresses for all future notices and communications to itself, but no notice of such a change shall be effective until actually received.

17.13 Severability

In the event any term, provision or condition of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, provisions or conditions of this Agreement which can be given effect without the invalid term, provision or condition. To this extent and purpose, the terms, provisions and conditions of this Agreement are declared severable. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.

17.14 No Separate Legal Entity; No Joint Venture or Partnership or Agency

This Agreement establishes a cooperative intergovernmental undertaking, but the Parties do not intend to create a new or separate legal entity by entering into this Agreement. This Agreement does not establish or create a joint venture or partnership between the Parties, and no Party shall be responsible for the liabilities and debts of the other Parties hereto. No Party shall be deemed to be the agent, employee, or representative of any other Party.

17.15 Independent Sovereign Status

The Parties to this Agreement are independent, sovereign units of local government and no Party shall exercise control over either the performance of any other Party or the employees of any other Party.

17.16 Effective Date

The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement, which date shall be inserted on the first page of this Agreement. This Agreement shall become effective only in the event the corporate authorities of each Party approves this Agreement.

17.17 Authorization

In accordance with applicable state laws, this Agreement was approved by each Party as follows:

- A. The adoption of Ordinance _____-O-18 by the Mayor and City Council of Evanston on the _____, 2018.
- B. The passage of Resolution 18-__ by the Village President and Board of Trustees of the Village of Lincolnwood on the _____, 2018.

17.18 Counterparts

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

17.19 Exhibits

In the event of a conflict between any Exhibit attached hereto and the text of this Agreement, the text of this Agreement shall control. The following Exhibits are attached to this Agreement and made a part hereof:

A. Group Exhibit “A”: Illustrative Example of “True-Up” Process comprised of Pages A-1 through A-7 (Page A-1: Morton Grove - Niles Water Supply Quantity Rate True Up Calculation for Service Year 2016; Page A-2: Morton Grove - Niles Water Supply Estimated Quantity Rate for Service Year 2016 Based on FY 2014 Audited Information; Page A-3: 2014 Audited Information, City of Evanston, Illinois, Water Fund – Operations and Maintenance Account, Schedule of Revenues, Expenditures, and Changes in Unreserved Fund Balance – Budget and Actual for the FY ended December 31, 2014 with Comparative Totals for FY ended December 31, 2013 (Page 157); Page A-4: Morton Grove-Niles Water Supply True Up Quantity Rate for Service Year 2016 Based on FY 2015 Audited Information; Page A-5: 2015 Audited Information, City of Evanston, Illinois, Water Fund – Schedule of Revenues, Expenditures, and Changes in Net Position – Budget and Actual for the FY ended December 31, 2015 (Page 123); Page A-6: Calculation of Distribution Expenses

Allocated to LINCOLNWOOD; Page A-7: Annual Pumpage (MG) (Water and Sewer 2015 Annual Report, Page 18).

B. Group Exhibit “B”: Example of Rate Calculation for LINCOLNWOOD Water Rate for Service Year 2017 Based on Evanston Audited Information for Fiscal Year 2015 comprised of Pages B-1 through B-21 (Pages B-1 and B-2: Example of Rate Calculation for LINCOLNWOOD Water Supply Prepared on 12/14/2016 by Dave Stoneback, Morton Grove - Niles Water Supply Rate Calculation for Service Year 2017, Based on FY 2015 Actual Information; Pages B-3 to B-12: Evanston Water Utility Component Sheets, Table B-1 dated 6/30/2016 (Reproduction Cost New Less Depreciation As Of December 31, 2015, Pages 1 through 10 of Burns & McDonnell Water Works Properties Valuation); Page B-13: Table B-2 dated 6/30/2016 (Reproduction Cost New Less Depreciation As Of December 31, 2015, Burns & McDonnell Water Works Properties Valuation); B-14: Table B-3 dated 6/30/2016 (Original Cost New Less Depreciation As Of December 31, 2015, Burns & McDonnell Water Works Properties Valuation); Page B-15: Table B-4 dated 6/30/2016 (OCLD and RCNLD At December 31, 2015, Burns & McDonnell Water Works Properties Valuation); Page B-16: IDNR Water Allocations as of November 2011; Page B-17: 2015 Audited Information, City of Evanston, Illinois, Notes to the Financial Statements for the FY ended December 31, 2015 (Page 40); Page B-18: Evanston Audited Information, City of Evanston, Schedule of Fixed Assets and Depreciation, Year ended December 31, 2014; Page B-19: Annual Pumpage, 2015 Monthly Pumpage (MG) and 2015 Average Day Pumpage (MGD)(Water and Sewer 2014 Annual Report)(Page 17); Page B-20: 2015 Audited Information, City of Evanston, Illinois, Water Fund – Schedule of Revenues, Expenditures, and Changes in Net Position – Budget and Actual for the FY ended December 31, 2015 (Page 123); Page B-21: Evanston Distribution System, Calculation of Percent of System Allocated to LINCOLNWOOD, Calculation of Depreciation Charges.

C. Group Exhibit “C”: Depreciation Rates comprised of Page C-1: Depreciation Rates (Classes of Plant included: Source of Supply, Pumping Plant, Treatment Plant, Water Plant and Transmission)

D. Exhibit “D”: City of Evanston Ordinance 45-O-18 (Approval of Water Supply Agreement Between the City of Evanston and the Village of Lincolnwood)

E. Exhibit “E”: Village of Lincolnwood Resolution 18-__ (Approval of Water Supply Agreement Between the City of Evanston and the Village of Lincolnwood)

IN WITNESS WHEREOF, this Agreement was executed on behalf of the Parties through their authorized representatives, after all duly required corporate action was taken, as set forth below on the signature pages.

SIGNATURE PAGES TO FOLLOW

**SIGNATURE PAGE FOR
CITY OF EVANSTON**

IN WITNESS WHEREOF, the below authorized officials of the City of Evanston signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the corporate approval granted by passage of Ordinance 45-O-18 by the Corporate Authorities of the City of Evanston.

City of Evanston

By: _____

Name: Stephen H. Hagerty

Mayor, City of Evanston

Date: ____, 2018.

Attest:

By: _____

Name: Devon Reid

City Clerk, City of Evanston

Date: ____, 2018

Approved as to form and legality:

By: _____

W. Grant Farrar, Corporation Counsel

**SIGNATURE PAGE FOR
VILLAGE OF LINCOLNWOOD**

IN WITNESS WHEREOF, the below authorized officials of the Village of Lincolnwood have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the corporate approval granted by passage of Resolution _____ by the Corporate Authorities of the Village of Lincolnwood.

Village of Lincolnwood

By: _____

Date: _____, 2018.

Attest:

By: _____

Name:

Village Clerk, Village of Lincolnwood

Date: _____, 2018

Approved as to form and legality:

By: _____

Village Attorney

Group Exhibit “A” – True Up

Illustrative Example of “True-Up” Process comprised of Pages A-1 through A-7 (Page A-1: Morton Grove-Niles Water Supply Quantity Rate True Up Calculation for Service Year 2016; Page A-2: Morton Grove-Niles Water Supply Estimated Quantity Rate for Service Year 2016 Based on FY 2014 Audited Information; Page A-3: 2014 Audited Information, City of Evanston, Illinois, Water Fund – Operations and Maintenance Account, Schedule of Revenues, Expenditures, and Changes in Unreserved Fund Balance – Budget and Actual for the FY ended December 31, 2014 with Comparative Totals for FY ended December 31, 2013 (Page 157); Page A-4: Morton Grove - Niles Water Supply True Up Quantity Rate for Service Year 2016 Based on FY 2015 Audited Information; Page A-5: 2015 Audited Information, City of Evanston, Illinois, Water Fund – Schedule of Revenues, Expenditures, and Changes in Net Position – Budget and Actual for the FY ended December 31, 2015 (Page 123); Page A-6: Calculation of Distribution Expenses Allocated to LINCOLNWOOD; Page A-7: Annual Pumpage (MG) (Water and Sewer 2015 Annual Report, Page 18).

(attached)

Group Exhibit A

Illustrative Example of the "True-Up" Process

Pages A-1 through A-7

**LINCOLNWOOD WATER SUPPLY
 QUANTITY RATE TRUE UP CALCULATION
 FOR SERVICE YEAR 2016**

SY 2016 Estimated Quantity Rate (based on FY2014 actuals)	\$0.3539
SY 2016 True Up Quantity Rate (based on FY2015 actuals)	\$0.3647

MONTH	YEAR	PUMPAGE (1,000 GALLONS)	ORIGINAL AMOUNT BILLED	ADJUSTED AMOUNT BILLED	DIFFERENCE
JANUARY	2016	43,250	\$ 15,306.18	\$ 15,773.28	\$ 467.10
FEBRUARY	2016	43,988	\$ 15,567.35	\$ 16,042.42	\$ 475.07
MARCH	2016	44,937	\$ 15,903.20	\$ 16,388.52	\$ 485.32
APRIL	2016	44,527	\$ 15,758.11	\$ 16,239.00	\$ 480.89
MAY	2016	44,921	\$ 15,897.54	\$ 16,382.69	\$ 485.15
JUNE	2016	44,988	\$ 15,921.25	\$ 16,407.12	\$ 485.87
JULY	2016	45,203	\$ 15,997.34	\$ 16,485.53	\$ 488.19
AUGUST	2016	47,155	\$ 16,688.15	\$ 17,197.43	\$ 509.27
SEPTEMBER	2016	46,156	\$ 16,334.61	\$ 16,833.09	\$ 498.48
OCTOBER	2016	43,579	\$ 15,422.61	\$ 15,893.26	\$ 470.65
NOVEMBER	2016	43,284	\$ 15,318.21	\$ 15,785.67	\$ 467.47
DECEMBER	2016	40,758	\$ 14,424.26	\$ 14,864.44	\$ 440.19
TOTALS		532,746	\$ 188,538.81	\$ 194,292.47	\$ 5,753.66
TOTAL AMOUNT OWED TO EVANSTON					\$ 5,753.66

NOTE: Monthly Pumpage amount is not actual - quantity used for illustration purposes only

Lincolnwood Water Supply
 Estimated Quantity Rate for Service Year 2016
 Based on FY 2014 Actuals

Quantity Charge Calculation:		1000 Gallons
Water Treatment Plant		
<u>Actual usage in FY 2014 (Jan - Dec 2014)</u>	Northwest Water Commission	7,941,653
	Evanston	2,719,978
	Skokie	2,766,348
	MG-N	2,544,132
	Lincolnwood	539,247
	Total	<u>16,511,358</u>
 FY 2015 expenses	Administration	\$1,473,338
	Pumping	\$1,752,932
	Filtration	\$2,015,362
	Total	<u>\$5,241,632</u>
Water Treatment Quantity Rate = Total Plant Expenses / Total Pumpage (per 1,000 gal)	<i>subtotal</i>	\$0.32
 Water Transmission System		
<u>Actual pumpage in FY 2014 (1000 gallons)</u>	Evanston	2,719,978
	Skokie	2,766,348
	MG-N	2,544,132
	Lincolnwood	539,247
	Total	<u>8,569,705</u>
 FY 2015 expenses	Distribution	\$2,395,818
	% allocated to Lincolnwood	13.04%
		\$312,415
Water Transmission Quantity Rate = Water Transmission Expenses / Total Pumpage (per 1,000 gal)	<i>subtotal</i>	\$0.04
 Estimated Quantity Charge =	TOTAL	Rate \$0.3539
		\$190,845.90

Water Fund - Operations and Maintenance Account

Schedule of Revenues, Expenditures, and Changes in Unreserved Fund Balance - Budget and Actual
 For the Fiscal Year ended December 31, 2014
 (With Comparative Totals for the Fiscal Year ended December 31, 2013)

	Budget	Actual	Prior Period Actual
Operating Revenues			
Charges for services	\$ 13,913,400	\$ 14,379,362	\$ 13,903,482
Miscellaneous	411,316	672,370	754,266
Total Operating Revenues	<u>14,324,716</u>	<u>15,051,732</u>	<u>14,657,748</u>
Operating Expenses Excluding Depreciation			
Administration	933,989	1,099,395	960,028
Operations			
Pumping	2,355,718	2,023,601	2,226,781
Filtration	2,740,856	2,331,616	2,435,092
Distribution	1,425,352	1,444,158	1,389,136
Meter maintenance	300,760	280,083	249,474
Other	491,700	759,985	915,196
Total Operating Expenses Excluding Depreciation	<u>8,248,375</u>	<u>7,938,838</u>	<u>8,175,707</u>
Operating Income Before Depreciation	6,076,341	7,112,894	6,482,041
Depreciation	-	1,569,014	1,449,757
Operating Income	<u>6,076,341</u>	<u>5,543,880</u>	<u>5,032,284</u>
Nonoperating Revenues (Expenses)			
Interest Income	2,500	17,552	12,256
Change in unrealized depreciation on investments	-	(61,547)	-
Interest Expense	-	(376,677)	(298,850)
Amortization of bond discount and costs	-	1,129	1,129
Bond issuance and amortization costs	-	1,624	(19,777)
Net book value of fixed assets disposed	-	(772,649)	(60,762)
Total Nonoperating Revenues (Expenses)	<u>2,500</u>	<u>(1,190,568)</u>	<u>(366,004)</u>
Income Before Transfers	<u>6,078,841</u>	<u>4,353,312</u>	<u>4,666,280</u>
Transfers In (Out)			
General Fund	(3,356,300)	(3,369,559)	(3,356,300)
Insurance Fund	(468,492)	-	-
Total Transfers In (Out)	<u>(3,356,300)</u>	<u>(3,369,559)</u>	<u>(3,356,300)</u>
Net Income	<u>\$ 2,722,541</u>	983,753	1,309,980
Other Changes in Unreserved Net Position			
Intrafund transfers in (out) - Net Position reserved - restricted accounts		6,267,672	(4,290,942)
Increase (Decrease) in Unreserved Net Position		<u>7,251,425</u>	<u>(2,980,962)</u>
Unreserved Net Position			
Beginning of year		55,120,773	58,101,735
End of year		<u>\$ 62,372,198</u>	<u>\$ 55,120,773</u>

Lincolnwood Water Supply
 True-up Quantity Rate for Service Year 2016
 Based on FY 2015 Actuals

Quantity Charge Calculation:		1000 Gallons
Water Treatment Plant		
<u>Actual usage in FY 2015 (Jan - Dec 2015)</u>	Northwest Water Commission	7,846,900
	Evanston	2,790,010
	Skokie	2,786,870
	MG-N	2,090,587
	Lincolnwood	532,746
	Total	<u>16,047,113</u>
 FY 2015 expenses	Administration	\$1,473,338
	Pumping	\$1,752,932
	Filtration	\$2,015,362
	Total	<u>\$5,241,632</u>
Water Treatment Quantity Rate = Total Plant Expenses / Total Pumpage (per 1,000 gal)	<i>subtotal</i>	\$0.33
 Water Transmission System		
<u>Actual pumpage in FY 2015 (1000 gallons)</u>	Evanston	2,790,010
	Skokie	2,786,870
	MG-N	2,090,587
	Lincolnwood	532,746
	Total	<u>8,200,213</u>
 FY 2015 expenses	Distribution	\$2,395,818
	% allocated to Lincolnwood	13.04%
		\$312,415
Water Transmission Quantity Rate = Water Transmission Expenses / Total Pumpage (per 1,000 gal)	<i>subtotal</i>	\$0.04
 Estimated Quantity Charge =	TOTAL	Rate \$0.3647
		\$194,313.00

CITY OF EVANSTON, ILLINOIS

Water Fund
 Schedule of Revenues, Expenditures, and Changes in Net Position - Budget and Actual

2015 Audited Information

For the Fiscal Year Ended December 31, 2015

	Budget	Actual
Operating Revenues		
Charges for services	\$ 15,253,000	\$ 15,005,360
Miscellaneous	506,100	716,246
Total Operating Revenues	<u>15,759,100</u>	<u>15,721,606</u>
Operating Expenses Excluding Depreciation		
Administration	1,528,130	1,473,338
Operations		
Pumping	2,426,701	1,752,932
Filtration	2,612,781	2,015,362
Distribution	1,724,142	2,395,818
Meter maintenance	194,336	202,921
Other	19,349,100	420,562
Total Operating Expenses Excluding Depreciation	<u>27,835,190</u>	<u>8,260,933</u>
Operating Income (Loss) Before Depreciation	(12,076,090)	7,460,673
Depreciation	-	2,096,633
Operating Income (Loss)	<u>(12,076,090)</u>	<u>5,364,040</u>
Non-Operating Revenues (Expenses)		
Investment income	10,000	5,981
Interest Expense	(434,254)	(390,461)
Net book value of fixed assets disposed	-	302,700
Total Non-Operating Revenues (Expenses)	<u>(424,254)</u>	<u>(81,780)</u>
Income (Loss) Before Transfers	<u>(12,500,344)</u>	<u>5,282,260</u>
Transfers		
Transfers (out)	<u>(3,194,053)</u>	<u>(3,194,053)</u>
Total Transfers In (Out)	<u>(3,194,053)</u>	<u>(3,194,053)</u>
Net Income	<u>\$ (15,694,397)</u>	<u>2,088,207</u>
Net Position		
Beginning of Year		66,279,631
Change in accounting principle		(101,305)
Prior period adjustment		<u>(55,806)</u>
Beginning of Year, Restated		<u>66,122,520</u>
End of Year		<u>\$ 68,210,727</u>

(See independent auditor's report.)

SUMMARY OF LINCOLNWOOD TRANSMISSION ASSETS

Asset Number	Total Asset Linear Feet	Linear Feet Used by LW	Percentage of Linear Feet Used by LW	Original Cost ¹	Scaled Original Cost ²	Unit Cost ³	RCN ⁴	Valves, Hydrants, Excavation, Trench, Pavement ^{5,6}	Total RCN ⁷	Depreciation ⁸	Total RCNLD ⁹	Year of Installation	Age of Pipe	Size	Material
401	NA	Valve	NA	\$ 7,531.01	\$ 7,531.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	28	42	Valve
408	NA	Valve	NA	\$ 9,398.01	\$ 9,398.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	28	30	Valve
413	NA	Valve	NA	\$ 11,729.01	\$ 11,729.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	24	Valve
424	NA	Valve	NA	\$ 15,728.01	\$ 13,728.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	36	Valve
432	NA	Valve	NA	\$ 16,447.01	\$ 16,447.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	28	30	Valve
524	NA	Valve	NA	\$ 13,800.01	\$ 13,800.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1961	56	48	Valve
446	520	21	0.04	\$ 3,358.01	\$ 151.93	\$ 390.00	\$ 8,376.87	\$ 3,924.90	\$ 17,765.07	\$ -	\$ 17,765.07	1925	92	24	HWC
450	6745	6745	1.0	\$ 4,300.01	\$ 4,300.01	\$ 390.00	\$ 2,630,665.69	\$ 979,329.51	\$ 5,234,493.04	\$ 2,908,051.70	\$ 2,326,441.34	1958	59	24	CP
454	400	185	0.5	\$ 6,801.01	\$ 2,777.05	\$ 950.00	\$ 175,850.34	\$ 34,028.35	\$ 304,324.09	\$ 304,324.09	\$ -	1907	110	42	HWC
463	237	457	1.9	\$ 22,085.01	\$ 22,085.01	\$ 545.00	\$ 249,248.44	\$ 84,071.95	\$ 483,313.70	\$ 483,313.70	\$ -	1935	82	30	HWC
473	2570	1981	0.8	\$ 38,159.01	\$ 25,357.50	\$ 790.00	\$ 1,446,014.73	\$ 364,142.32	\$ 2,624,727.71	\$ 2,624,727.71	\$ -	1907	110	38	HWC
476	5100	2790	0.5	\$ 36,296.01	\$ 19,859.49	\$ 390.00	\$ 1,088,068.31	\$ 512,875.50	\$ 2,321,368.39	\$ 1,805,509.50	\$ 515,859.89	1944	73	24	HWC
482	6130	7675	1.0	\$ 57,122.01	\$ 57,122.01	\$ 545.00	\$ 4,182,668.07	\$ 1,430,931.49	\$ 8,110,545.29	\$ 8,110,545.29	\$ -	1936	81	30	HWC
521	10066	2979	0.3	\$ 248,074.01	\$ 72,824.11	\$ 390.00	\$ 1,161,798.96	\$ 547,629.12	\$ 2,478,670.71	\$ 1,927,654.97	\$ 550,815.74	1956	61	24	CP
528	3895	2143	0.6	\$ 309,766.02	\$ 170,392.25	\$ 1,100.00	\$ 2,356,764.57	\$ 311,065.11	\$ 1,868,353.04	\$ 2,149,085.03	\$ 1,719,268.01	1961	56	48	PCCP
566	8940	8940	1.0	\$ 414,644.01	\$ 414,626.67	\$ 680.00	\$ 6,078,945.73	\$ 1,797,917.66	\$ 10,696,451.92	\$ 5,942,473.31	\$ 4,753,978.61	1970	47	24	PCCP
609	4694	4738	1.0	\$ 451,451.01	\$ 451,451.01	\$ 680.00	\$ 3,221,620.23	\$ 1,797,917.66	\$ 5,934,203.96	\$ 1,318,711.97	\$ 4,615,491.99	1980	37	24	PCCP
634	240	240	1.0	\$ 1,894,917.01	\$ 1,893,630.16	\$ 390.00	\$ 93,536.44	\$ 44,089.60	\$ 199,557.75	\$ 44,348.17	\$ 155,211.58	1983	34	24	DIP
10322	418	415	1.0	\$ 329,046.00	\$ 327,009.44	\$ 390.00	\$ 162,013.02	\$ 76,365.97	\$ 345,646.64	\$ 76,810.36	\$ 268,836.28	2015	2	24	DIP
TOTALS		39333		\$ 6,020,301.46	\$ 3,536,960.42						\$ 14,982,953.09				

Size	Linear Feet	Inch-Feet
48	2143	102841
42	185	7774
36	2005	72188
30	8143	244285
24	26501	645629
Total LW Inch-Ft		1072716
Total Inch-Ft		8226022
Percentage Used by LW		13.04%

- 1 Original Cost determined from PWS Water Use report for from substation.
- 2 Percent of Linear Feet Used by Lincolnwood multiplied by the total original cost of the asset.
- 3 Unit Cost determined from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.
- 4 RCN determined by multiplying linear feet by the unit cost including valves which are not unit cost.
- 5 Valve and hydrant unit costs and assumptions per linear foot taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.
- 6 Excavation, Trench, and Pavement unit costs taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017. Linear footage varied based on total linear footage for each improvement element.
- 7 Total RCN determined by RCN plus valves, hydrants, excavation, trench, and pavement costs. A 30% contingency and 11% Engineering and Administration cost were added per Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.
- 8 Depreciation applied by total RCN of an asset divided by the total RCN in the report multiplied by the linear depreciation to determine the proportion received to an individual asset cost. This was done for each line item as shown in the Burns and McDonnell report.
- 9 Total RCNLD was determined by taking the total RCN and subtracting the depreciation.

Other Transmission Assets	Original Asset Cost	Allocation (%)	Allocated RCN	RCNLD
Leak Detection Equip	\$ 39,890	26%	\$ 15,312	\$ 14,064
#925 Vector	\$ 283,825	26%	\$ 72,561	\$ 72,561
#920 Vehicle	\$ 133,397	26%	\$ 34,678	\$ 32,681
Scada System	\$ 81,151	100%	\$ 81,151	\$ 72,065
2015 Ford F250 #931	\$ 30,540	26%	\$ 7,808	\$ 7,968
2015 Ford F250 #933	\$ 30,540	26%	\$ 7,808	\$ 7,968
Water Metering 48"	\$ 727,813	26%	\$ 188,068	\$ 189,889
5 MG Standpipe	\$ 1,894,917	100%	\$ 1,894,917	\$ 2,913,837
Subtotal Other Transmission Assets	\$ 3,241,978		\$ 2,399,702	\$ 3,312,043
TOTAL			\$ 5,838,662.11	\$ 18,292,996.09

Annual Pumpage (MG)

Year	Lake Water Pumpage	Wash Water Recycled	Total Raw Water Pumpage	Finished Water Pumpage	Pumpage To				
					Evanston	Skokie	N.W.C.	MG-N	Lincolnwood
2015	15,911.434	200.285	16,111.719	16,047.139	2,790.010	2,786.896	7,846.900	2,090.587	532.746
2014	13,416.872	239.547	13,656.419	13,427.979	2,719.978	2,768.348	7,941.653		
2013	13,925.102	247.609	14,172.711	13,814.461	2,930.278	2,787.256	8,096.927		
2012	14,817.637	322.302	15,110.465	14,627.115	2,939.417	3,068.004	8,619.694		
2011	13,939.618	212.426	14,152.042	13,941.167	2,991.848	2,866.652	8,082.667		
2010	14,087.849	218.251	14,306.100	14,288.257	2,701.569	3,094.554	8,472.134		
2009	14,363.047	193.841	14,556.888	14,350.335	3,140.898	2,829.824	8,379.613		
2008	14,872.552	134.595	15,007.147	14,693.877	3,142.816	2,961.341	8,589.720		
2007	15,905.381	192.088	16,097.469	15,771.451	3,207.422	3,564.781	8,999.248		
2006	15,332.651	160.528	15,493.179	15,174.631	2,950.699	3,329.305	8,894.627		

Group Exhibit “B”

Example of Rate Calculation for LINCOLNWOOD Water Rate Commission for Service Year 2017 Based on Evanston Audited Information for Fiscal Year 2015 comprised of Pages B-1 through B-21 (Pages B-1 and B-2: Example of Rate Calculation for LINCOLNWOOD Water Supply Prepared on 12/14/2016 by Dave Stoneback, Morton Grove - Niles Water Supply Rate Calculation for Service Year 2017, Based on FY 2015 Actual Information; Pages B-3 to B-12: Evanston Water Utility Component Sheets, Table B-1 dated 6/30/2016 (Reproduction Cost New Less Depreciation As Of December 31, 2015, Pages 1 through 10 of Burns & McDonnell Water Works Properties Valuation); Page B-13: Table B-2 dated 6/30/2016 (Reproduction Cost New Less Depreciation As Of December 31, 2015, Burns & McDonnell Water Works Properties Valuation); B-14: Table B-3 dated 6/30/2016 (Original Cost New Less Depreciation As Of December 31, 2015, Burns & McDonnell Water Works Properties Valuation); Page B-15: Table B-4 dated 6/30/2016 (OCLD and RCNLD At December 31, 2015, Burns & McDonnell Water Works Properties Valuation); Page B-16: IDNR Water Allocations as of November 2011; Page B-17: 2015 Audited Information, City of Evanston, Illinois, Notes to the Financial Statements for the FY ended December 31, 2015 (Page 40); Page B-18: Evanston Audited Information, City of Evanston, Schedule of Fixed Assets and Depreciation, Year ended December 31, 2014; Page B-19: Annual Pumpage, 2015 Monthly Pumpage (MG) and 2015 Average Day Pumpage (MGD)(Water and Sewer 2014 Annual Report)(Page 17); Page B-20: 2015 Audited Information, City of Evanston, Illinois, Water Fund – Schedule of Revenues, Expenditures, and Changes in Net Position – Budget and Actual for the FY ended December 31, 2015 (Page 123); Page B-21: Evanston Distribution System, Calculation of Percent of System Allocated to LINCOLNWOOD, Calculation of Depreciation Charges.

(attached)

Group Exhibit B

Example of Rate Calculation for Lincolnwood Water Rate for Service Year 2017

Based on Evanston Audited Information for Fiscal Year 2015

Pages B-1 through B-21

EXAMPLE OF RATE CALCULATION FOR LINCOLNWOOD WATER SUPPLY

**LINCOLNWOOD RATE CALCULATION FOR
SERVICE YEAR 2019, with select Transmission
BASED ON FY 2017 PROJECTED YEAR END DATA**

Page 1 of 2

Return on Rate Base Calculation:

<u>Water Treatment Plant Assets</u>	As of 12/31/2017	Multiplier	
Original Cost New	\$29,261,444	0.5	\$14,630,722
Reproduction Cost New Less Depreciation	\$86,761,810	0.5	\$43,380,905
Total Fair Value Rate Base			\$58,011,627
Percent allocable to Lincolnwood based on IDNR allocations			3.47%
Fair Value Rate Base of Plant Assets Allocated to Lincolnwood		<i>subtotal</i>	\$2,015,425
<u>Water Transmission System Assets - Evanston & Skokie & LW</u>			
Original Cost New	\$5,667,729	0.5	\$2,833,864
Reproduction Cost New Less Depreciation	\$18,498,826	0.5	\$9,249,413
Total Fair Value Rate Base			\$12,083,277
Percent allocable to Lincolnwood based on IDNR allocations			10.47%
Fair Value Rate Base of Transmission Assets Allocated to Lincolnwood		<i>subtotal</i>	\$1,264,748
<u>Water Transmission System Assets - Lincolnwood Only</u>			
Original Cost New	\$1,775,399	0.5	\$887,699
Reproduction Cost New Less Depreciation	\$1,810,987	0.5	\$905,493
Total Fair Value Rate Base			\$1,793,193
Percent allocable to Lincolnwood based on IDNR allocations			100%
Fair Value Rate Base of Transmission Assets Allocated to Lincolnwood		<i>subtotal</i>	\$1,793,193
Fair Value Rate Base Total All Assets Allocated to Lincolnwood		<i>TOTAL</i>	\$5,073,366
Fair Value Rate Base Annual Return			10.00%
Total Annual Fair Value Return on Rate Base Charge			\$ 507,337
Monthly Charge for Fair Value Return on Rate Base			\$ 42,278
Cost per 1,000 gallons for Fair Value Return on Rate Base			\$0.93

Depreciation Calculation:

<u>Depreciation Expense Plant</u>			
Lincolnwood percentage IDNR allocations			\$1,499,468
Amount of Annual Depreciation allocated to Lincolnwood		<i>subtotal</i>	3.47%
			\$52,094
<u>Depreciation Expense Transmission Assets - Evanston & Skokie & LW</u>			
Percent of Transmission Main to all distribution and transmission mains			\$638,664
Depreciation on Transmission Mains only			13.04%
Percent allocable to Lincolnwood based on IDNR allocations			\$83,285
Amount of Annual Depreciation allocated to Lincolnwood		<i>subtotal</i>	10.47%
			\$8,717
<u>Depreciation Expense Transmission Assets - Lincolnwood Only</u>			
Depreciation on Lincolnwood Transmission Main		<i>subtotal</i>	\$1,806
Total Annual Depreciation Charge		<i>TOTAL</i>	\$62,618
Monthly Charge for Depreciation			\$5,218
Cost per 1,000 gallons for Depreciation Charge			\$0.11

Quantity Charge Calculation:		1000 Gallons
Water Treatment Plant		
Actual usage in FY 2015 (Jan - Dec 2015)	Northwest Water Commission	7,807,715
	Evanston	2,776,077
	Skokie	2,772,952
	MG-N	2,379,800
	Lincolnwood	546,131
	Total	16,282,675
FY 2015 expenses	Administration	\$1,532,861
	Pumping	\$2,020,429
	Filtration	\$2,322,906
	Total	\$5,876,197
Water Treatment Quantity Rate = Total Plant Expenses / Total Pumpage (per 1,000 gal)	<i>subtotal</i>	\$0.36
Water Transmission System		
Actual pumpage in FY 2015 (1000 gallons)	Evanston	2,776,077
	Skokie	2,772,952
	MG-N	2,379,800
	Lincolnwood	546,131
	Total	8,474,961
FY 2015 expenses	Distribution	\$2,492,609
	% allocated to Lincolnwood	13.04%
		\$325,049
Water Transmission Quantity Rate = Water Transmission Expenses / Total Pumpage (per 1,000 gal)	<i>subtotal</i>	\$0.04
Estimated Quantity Charge =	TOTAL	Rate \$0.3992 \$218,037.71
Cost per 1,000 gallons for Fair Value Return on Rate Base		\$0.93
Cost per 1,000 gallons for Depreciation Charge		\$0.11
Estimated cost per 1,000 gallons for Quantity Charge		\$0.40
Total Equivalent Rate per 1,000 gallons (2019)		\$1.44

Lincolnwood shall not pay or contribute to any portion of the insurance cost relative to Evanston or the Evanston Water Utility during any Term or Extended Term of this Agreement.

TABLE B-1
REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Disp Date	Old Asset#	Asset #	Description	Asset Cost	RCN Jan. 1, 1990 or year acq [1]	Indices [2]	Index # Jan. 1, 1990 or year acq after	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec 31, 2015	Iowa Survivor Curve [4]	Depreciation [5]	RCNLD
						(\$)	(\$)					(\$)	(%)	(\$)	(\$)
PUMPING	3/1/1975		17	47	'1SLOW LIFT PUMP ROOM W/B	26,477	336,950	8	254	616	2.333	786,240	0.59	321,048	465,192
PUMPING	1/1/1951	12/30/2013	16	49	HOT WATER CIRC PUMP	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951	12/30/2013	22	54	BOOSTER PMP-HYDRO-PNEUMAT	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951	12/30/2013	24	55	VACUUM PRIMING SYS-ENGINE	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951	2/27/2007	25	57	VACUUM PRIMING SYS-ENGINE	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951		26	58	VACUUM PRIMING SYS ELEC DR	4,647	15,255	9	349	931	2.668	40,721	0.74	40,721	0
PUMPING	1/1/1951		30	64	15 MGD HGH LFT SERV PMP 5	27,884	206,776	9	349	931	2.668	551,600	0.74	421,812	129,788
PUMPING	1/1/1951		31	66	10 MGD HGH LFT SERV PMP 2	40,704	254,090	9	349	931	2.668	704,492	0.74	654,171	50,321
PUMPING	1/1/1951		33	70	DISCHARGE HEADER	77,312	471,976	9	349	931	2.668	1,259,053	0.74	962,806	296,248
PUMPING	7/1/1957		36	79	VACUUM PRIMING SYS ELEC DR	2,299	23,731	9	349	931	2.668	63,305	0.77	48,944	14,362
PUMPING	7/1/1957		37	82	VACUUM PRIMING SYS ELEC DR	2,628	21,094	9	349	931	2.668	56,271	0.77	43,505	12,766
PUMPING	7/1/1957		38	85	NORSHORE HEADR PMP DISCHG	5,204	23,869	8	254	616	2.333	55,694	0.74	38,331	17,364
PUMPING	7/1/1958	12/30/2013	40	87	SMP PMP HGH LFT PMPING ST	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	7/1/1962		42	91	DISCHARGE HEADER	42,082	169,861	9	349	931	2.668	453,125	0.71	290,533	162,592
PUMPING	7/1/1962		43	93	25 MGD HGH LFT SERV PMP 9	59,874	351,518	9	349	931	2.668	937,717	0.70	656,183	281,534
PUMPING	7/1/1962		44	96	25 MGD HGH LFT SERV PMP 8	59,874	351,518	8	254	616	2.333	820,209	0.70	573,954	246,254
PUMPING	3/1/1964	12/30/2013	49	109	HOT WATER TANK & PIPING	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	7/1/1965		52	115	E-W HEADER PMP DISCHARGE	34,152	169,306	9	349	931	2.668	451,644	0.66	268,330	183,314
PUMPING	7/1/1966	2/27/2006	54	116	25 MGD LOW LFT SERV PMP 7	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1972	2/27/2006	58	126	20 MGD H LFT SERV PMP 7	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1975	2/27/2006	59	129	BATTERY CHARGER	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	7/1/1975	2/27/2006	60	133	BATTRY CHARGR POWR TMG LT	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1976		61	136	15 MGD LOW LFT SERV PMP 4	21,234	214,547	9	349	931	2.668	572,330	0.58	329,974	242,356
PUMPING	3/1/1976		62	139	15 MGD LOW LFT SERV PMP 5	29,685	207,606	9	349	931	2.668	553,620	0.58	319,302	234,318
PUMPING	3/1/1976		63	142	15 MGD LOW LFT SERV PMP 6	30,178	210,384	8	254	616	2.333	490,896	0.58	283,023	207,873
PUMPING	7/1/1976		65	146	LOW LFT PMPG STAT WCR&HT	227,121	1,190,359	8	254	616	2.333	2,777,504	0.58	1,087,114	1,690,390
PUMPING	1/1/1980	12/31/2015	66	149	SUMP PUMP	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1981	2/27/2005	67	151	H.L STA CALCIUM BATTERY	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1981		68	153	LOW LFT HGH VOLT MOTR STR	15,000	20,816	8	264	616	2.333	48,571	0.74	36,067	12,503
PUMPING	1/1/1982		69	156	CLEANOMATIC PARTS CLNR P	608	1,016	8	264	616	2.333	2,371	0.79	1,853	488
PUMPING	12/31/1982		71	160	UPGRADE ELEC SYS LOW LIFT	80,743	106,620	9	349	931	2.668	284,955	0.67	189,655	95,100
PUMPING	12/31/1982		72	162	UPGRAD ELEC SYS HIGH LIFT	80,743	106,620	9	349	931	2.668	284,955	0.67	189,655	95,100
PUMPING	12/31/1983		73	165	2'30 MGD LL PUMP	572,813	718,407	9	349	931	2.668	1,916,438	0.65	1,247,417	669,021
PUMPING	12/31/1984		74	167	PUMP 7 LOW LFT VIB ISOL	2,562	3,082	9	349	931	2.668	8,222	0.54	4,475	3,747
PUMPING	3/1/1985		76	170	EAST OVRHD DR PMPING	6,493	7,378	9	349	931	2.668	19,676	0.76	14,919	4,757
PUMPING	3/1/1985		77	173	36IN BUTTERFLY AWAY VALVE	10,500	12,660	9	349	931	2.668	33,772	0.64	21,825	12,148
PUMPING	2/26/1986		78	175	PLANT AUTO. CSTS CONT B82	299,764	332,445	16	299	700	2.341	778,299	0.62	485,552	292,748
PUMPING	12/31/1986		80	179	PT AUTO. CSTS CONT B82	45,372	50,318	16	299	700	2.341	117,601	0.61	72,155	45,646
PUMPING	3/1/1987		82	182	18IN BALL VALV HGH LIFT 7	9,781	11,467	9	349	931	2.668	30,590	0.61	18,737	11,853
PUMPING	3/1/1987		83	185	REFURB PMPG STATION CRANE	16,036	17,234	8	254	616	2.333	40,213	0.73	29,367	10,845
PUMPING	3/1/1954		84	188	1894 LL SUCTION WELLS	23,516	520,603	8	264	616	2.333	1,214,740	0.74	669,096	525,645

[1] From Valuation of Evanston Water Works 12/31/1989 Provided by Alvord, Burdick & Howson

[2] Indices

HWI = Handy-Whitman Index, Cost Trends of Water Utility Construction, North Central Region

HWI-6 = Pumping Plant - Structures & Improvements

HWI-9 = Pumping Plant - Electric Pumping Equipment

HWI-15 = Water Treatment Plant - Structures & Improvements

HWI-16 = Water Treatment Plant - Large Treatment Plant Equipment

ENRCCI = Engineering News Record Construction Cost Index - 20 City

[3] Trend factor calculated using indices at respective years

[4] Iowa Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used

[5] Depreciation calculated using Iowa Type Survivor Curves. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

TABLE B-1
REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Disp Date	Old Asset#	Asset #	Description	Asset Cost	RCN Jan. 1, 1990 or year acq [1]	Index # Jan. 1, 1990 or year acq after [2]	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec 31, 2015	Low's Survivor Curve [4]	Depreciation [5]	RCNLD	
						(\$)	(\$)				(\$)	(%)	(\$)	(\$)	
PUMPING	7/1/1988		766	1039	REPLAC SEALS LL PUMP #8	9,056	10,162	9	349	931	2,668	27,108	0.79	21,344	5,764
PUMPING	2/28/1989		777	1055	H L LOOP BALL VALVE 36IN	31,243	31,615	9	349	931	2,668	84,337	0.58	49,147	35,190
PUMPING	12/31/1989	12/30/2013	782	1061	HIGH LIFT PMP STA ROOF	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	12/31/1989	12/30/2013	786	1069	SEWAGE EJECTOR	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	12/31/1989		804	1101	SUCTION WELL COMB STARTRS	1,101	1,084	8	254	616	2,333	2,529	0.76	1,918	612
PUMPING	8/31/1989		805	1103	FLAMMABL LIQ STOR CABINET	579	586	ENRCCI	4680	10037	2,145	1,257	0.76	953	304
PUMPING	12/31/1982		806	1108	HPS LITES GAR 3HELIPORT	2,625	3,300	8	254	616	2,333	7,700	0.76	6,009	1,691
PUMPING	12/31/1984		810	1110	WEST LOW LIFT ALUM DOORS	3,135	3,658	8	254	616	2,333	8,535	0.76	6,472	2,064
PUMPING	12/31/1986	2/27/2006	811	1112	N 7 LL SUCTION PIPING MOD	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	12/31/1984	12/30/2013	812	1114	COND RECEIVER LEVEL CONTR	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	12/31/1987	2/27/2007	813	1116	BOILER COND LEVEL CONTROL	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	2/28/1990		823	1128	WINDOW FRAME REPLACEMENT	7,850	7,850	8	254	616	2,333	18,317	0.76	13,888	4,428
PUMPING	12/31/1991		872	1211	A91 ELECT SUBSTATN/SWGR	692,235	692,235	9	368	931	2,530	1,751,281	0.53	929,430	821,851
PUMPING	6/25/1991		873	1213	250 KW GENERATOR HOOK-UP	8,045	8,045	9	368	931	2,530	20,353	0.74	15,114	5,239
PUMPING	12/31/1991		874	1215	5KV CABLE REPLACEMENT	9,458	9,458	9	368	931	2,530	23,928	0.73	17,374	6,554
PUMPING	12/31/1991		875	1217	6IN PLANT SERV RPZ	5,748	5,748	9	368	931	2,530	14,541	0.81	11,835	2,708
PUMPING	1/1/1982		887	1239	HL 5KV MTR STR CNTR	125,287	163,837	9	349	931	2,668	437,055	0.88	295,519	141,536
PUMPING	6/3/1992		894	1253	MECHANICAL SEALS-PMP#9LL	9,158	9,158	8	281	616	2,192	20,071	0.81	16,336	3,735
PUMPING	12/31/1992		895	1255	A90 HL PUMP 3	268,648	268,648	9	368	931	2,412	850,369	0.52	338,125	314,244
PUMPING	12/31/1992		896	1257	A90 2 HL SV F-32-F-33	130,550	130,550	9	368	931	2,412	314,876	0.52	162,735	152,141
PUMPING	6/5/1992		913	1291	7 MOTOR PROTECT IQ1000	17,646	17,646	8	281	616	2,192	38,684	0.80	30,854	7,830
PUMPING	1/1/1951		924	1310	HL PMP STA WCRANE & HOIST	654,728	4,710,404	8	264	616	2,333	10,990,943	0.74	7,144,113	3,846,830
PUMPING	7/21/1993		932	1326	IQ1000 MOTOR PROTECT	6,200	6,200	8	295	616	2,088	12,946	0.78	10,103	2,844
PUMPING	12/31/1993		933	1328	HEAT EXCH 6 HL AFT COOLER	12,831	12,831	9	428	931	2,175	27,910	0.78	21,779	6,131
PUMPING	12/12/1995		987	1424	LL HOIST MODIF	9,471	9,471	8	312	616	1,974	18,899	0.38	7,021	11,878
PUMPING	12/15/1995		988	1426	20 KVA X-FORMER LL BASE	1,780	1,780	9	450	931	2,069	3,683	0.38	1,383	2,300
PUMPING	9/25/1995		989	1428	YEOMAN BUMP PUMP HL BSMT	2,288	2,288	8	312	616	1,974	4,517	0.74	3,354	1,163
PUMPING	12/31/1995		991	1432	LL8 NAT GAS ENGINE	68,243	68,243	9	450	931	2,069	137,049	0.58	79,015	58,034
PUMPING	12/31/1995		992	1434	HI-PRESS GAS PIPING	8,939	8,939	8	312	616	1,974	13,700	0.65	8,917	4,783
PUMPING	2/27/1997		1032	1505	#7 H.L. ENGINE REBUILD	49,779	49,779	9	489	931	1,904	94,774	0.72	68,413	26,360
PUMPING	10/1/1996	12/31/2015	1033	1506	H L WINDOWS	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	6/10/1997		1034	1507	H L #3 VOLT CTLR	23,970	23,970	9	473	931	1,968	47,160	0.72	34,057	13,123
PUMPING	2/28/1998		1046	1519	DEHUMIDIFIER - LL & HL BASE.	96,188	96,188	9	489	931	1,904	183,131	0.64	152,979	30,152
PUMPING	11/24/1998	12/30/2013	1051	1524	#2 H L ENGINE INSTALL	147,540	147,540	9	505	931	1,844	272,000	0.61	165,029	106,971
PUMPING	2/28/1999		1067	1540	#5 L.L. ENGINE INSTALL	77,069	77,069	9	530	931	1,757	135,379	0.58	78,892	56,487
PUMPING	2/28/1999		1068	1541	#7 L.L. ENGINE INSTALL	157,172	157,172	9	530	931	1,757	276,089	0.58	160,890	115,199
PUMPING	7/26/1999		1079	1552	PERIMETER FENCE S E SECTION	3,287	3,287	8	351	616	1,755	5,769	0.77	4,439	1,330
PUMPING	2/29/2000	12/30/2013	1080	1553	CONTROL RM HEAT/AC	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	12/31/1986		1085	1557	REMAINING ASSET #81 PMPING (HL	932,610	1,060,493	9	349	931	2,668	2,628,994	0.61	1,732,801	1,086,193
PUMPING	2/15/2000		1086	1558	NEW ENGINE HL#8 (ASSET#81)	241,903	241,903	9	531	931	1,753	424,128	0.77	326,357	97,771

[1] From Valuation of Evanston Water Works 12/31/1989 Provided by Alvord, Burdick & Howson

[2] Indices:

HWI = Handy-Whitman Index, Cost Trends of Water Utility Construction, North Central Region

Line 8 = Pumping Plant - Structures & Improvements

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Line 15 = Water Treatment Plant - Structures & Improvements

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[5] Depreciation calculated using Low's Type Survivor Curve. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

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						(\$)	(\$)					(\$)	(%)	(\$)	(\$)
PUMPING	7/10/2001		1110	1582	HL#9	7,530	7,530	9	516	931	1.804	13,587	0.87	11,840	1,747
PUMPING	12/18/2001		1111	1583	HL#3 CONV TO DUAL DR	321,081	321,081	9	516	931	1.804	579,315	0.50	291,144	288,171
PUMPING	11/12/2002		1125	9520	HL#4 PUMP & ENGINE REPLACEMENT	653,293	673,293	9	534	931	1.743	1,173,849	0.25	290,400	883,450
PUMPING	12/14/2004			36396	STATION BATTERIES	24,015	24,015	9	804	931	1.541	37,016	0.27	9,863	27,153
PUMPING	9/13/2005			38367	LOW LIFT # 4 ENGINE REPL	128,589	128,589	9	820	931	1.502	193,091	0.36	72,501	120,589
PUMPING	1/31/2008			38375	HI LIFT # 7 PUMP REPL	104,507	104,507	9	839	931	1.457	152,263	0.18	24,300	127,962
PUMPING	11/28/2008			39239	LOW LIFT PUMP # 7	557,929	557,929	9	839	931	1.457	812,862	0.15	121,683	691,199
PUMPING	3/1/2007			39642	LOW LIFT VACUUM PRIMING SYSTEM	36,175	36,175	9	640	931	1.455	52,624	0.29	15,013	37,611
PUMPING	10/28/2008			40221	#4 HL REPLACEMENT MOTOR GE	36,785	36,785	9	679	931	1.371	50,410	0.27	13,431	36,978
PUMPING	12/21/2010			41030	SOLAR PILOT PANELS	144,772	144,772	8	544	616	1.132	163,933	0.24	36,961	124,952
PUMPING	3/1/2010			41048	MASONRY PUMPING STATION	95,298	95,298	8	544	616	1.132	107,911	0.38	40,516	67,393
PUMPING	12/11/2012			42024	HL PUMP STA WINDOW REPLACEMT	52,000	52,000	8	573	616	1.075	55,902	0.15	8,368	47,534
PUMPING	5/14/2013			42526	SWITCHGEAR	628,402	628,402	9	844	931	1.103	693,178	0.15	103,764	589,414
PUMPING	9/30/2013			42518	SECURITY DOOR REPLACEMENT	24,840	24,840	8	581	616	1.060	26,336	0.10	2,632	23,704
PUMPING	12/31/2013			42500	ARC FLASH & ELECTRICAL STUDY	54,915	54,915	9	844	931	1.103	60,576	0.19	11,458	49,117
PUMPING	3/31/2014			10098	INSRR LUBE STATION	22,455	22,455	9	800	931	1.034	23,228	0.13	3,016	20,212
PUMPING	5/28/2014			10100	SECURITY IMPROVEMENTS BZPP	84,106	84,106	9	800	931	1.034	87,006	0.19	16,458	70,548
PUMPING	8/17/2004			10104	SCADA SYSTEM	304,318	304,318	9	800	931	1.034	314,800	0.13	40,872	273,927
PUMPING	7/25/2011			36425	480 VOLT SWITCHGEAR REPLACEMENT	74,102	74,102	9	604	931	1.541	114,221	0.50	58,574	57,647
PUMPING	11/9/2010			41460	1997 ROOF SWITCHGEAR REPLACEMENT	83,500	83,500	8	557	616	1.106	92,345	0.19	17,468	74,877
PUMPING	1/28/2015			41005	WATER TREATMENT FACILITY ROOF	109,845	109,845	8	544	616	1.132	124,384	0.24	29,577	94,907
PUMPING				10317	ROOF 1 and 31	148,373	148,373	8	616	616	1.000	148,373	0.00	0	148,373
						9,365,400	17,692,873					30,330,285		22,485,209	16,845,076

[1] From Valuation of Evanston Water Works 12/31/1989 Provided by Alvord, Burdick & Howson
[2] Indices:

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- Line 6 = Pumping Plant - Structures & Improvements
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- ENRCCI = Engineering News Record Construction Cost Index - 20 City

[3] Trend factor calculated using Indices at respective years
[4] Iowa Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used
[5] Depreciation calculated using Iowa Type Survivor Curve. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

TABLE B-1
REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Disp Date	Old Asset#	Asset #	Description	Asset Cost	RCN Jan. 1, 1990 or year acq [1]	Index # Jan. 1, 1990 or year acq [2]	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec 31, 2015	lowe Survivor Curve [4]	Depreciation [5]	RCNLD	
						(\$)	(\$)				(\$)	(%)	(\$)	(\$)	
SOURCE	3/1/1969		1	9	1909 36IN CI PIPE INTAKE	44,888	1,001,886	ENRCCI	4680	10037	2.145	2,148,703	0.65	923,219	1,225,483
SOURCE	3/1/1969		2	13	1909 42IN CI PIPE INTAKE	56,452	1,291,123	ENRCCI	4680	10037	2.145	2,789,017	0.65	1,169,746	1,579,271
SOURCE	7/1/1957		3	14	48IN INTAKE BRANCH CONN.	15,754	63,320	ENRCCI	4680	10037	2.145	135,800	0.74	72,683	62,918
SOURCE	7/1/1957		5	18	36IN INTAKE BRANCH	68,821	94,782	ENRCCI	4680	10037	2.145	203,275	0.74	109,097	94,178
SOURCE	7/1/1957		6	20	SOUTH SHORE SCREEN WELL	153,713	799,896	ENRCCI	4680	10037	2.145	1,715,503	0.74	1,180,670	534,833
SOURCE	7/1/1957		7	23	NORTH SHORE SCREEN WELL	153,713	799,896	ENRCCI	4680	10037	2.145	1,715,503	0.74	1,180,670	534,833
SOURCE	7/1/1957		8	25	INTAKE TUNNEL	171,942	948,233	ENRCCI	4680	10037	2.145	2,029,348	0.74	1,396,668	632,679
SOURCE	7/1/1957		9	26	48IN CI PIPE SOURCE INTAK	397,092	830,432	ENRCCI	4680	10037	2.145	1,780,993	0.74	955,854	625,139
SOURCE	7/1/1969		10	30	TRAVELING WATER SCREENS	38,855	93,196	ENRCCI	4680	10037	2.145	199,874	0.72	143,420	56,453
SOURCE	7/1/1969		11	32	TRAVELING WATER SCREENS	38,855	93,196	ENRCCI	4680	10037	2.145	199,874	0.72	143,420	56,453
SOURCE	12/3/1976		12	34	54IN CONCRETE PIPE INTAKE	32,640	77,465	ENRCCI	4680	10037	2.145	166,136	0.56	59,562	106,574
SOURCE	12/3/1976		13	37	48IN CONCRETE INTAKE	684,850	1,675,274	ENRCCI	4680	10037	2.145	3,592,890	0.56	1,288,093	2,304,797
SOURCE	12/3/1976		14	39	54IN CONCRETE PIPE INTAKE	740,385	1,177,305	ENRCCI	4680	10037	2.145	2,524,917	0.56	1,160,802	1,364,115
SOURCE	12/3/1976		15	42	54IN CONCRETE INTAKE PIPE	1,034,251	2,536,507	ENRCCI	4680	10037	2.145	5,439,940	0.56	1,950,262	3,489,658
SOURCE	3/1/1954		16	44	1894 6FT RAW WATER TUNNEL	3,644	159,631	ENRCCI	4680	10037	2.145	340,209	0.74	192,993	147,216
SOURCE	12/3/1/1990		827	1136	48IN RAW WATER INTAKE/EXT	77,149	77,149	ENRCCI	4777	10037	2.101	162,099	0.46	74,176	87,922
SOURCE	10/1/1991		878	1219	COMB STARTERS A1 & A2 VLV	3,115	3,115	ENRCCI	4888	10037	2.053	6,396	0.81	5,206	1,190
SOURCE	12/3/1/1993	12/31/2015	934	1330	ZEBRA MUSSEL CONTROL A92	0	0	ENRCCI	0	0	0.000	0	0.00	0	0
SOURCE	7/7/1993		935	1332	A3/A7 ELEC STARTER	3,585	3,585	ENRCCI	5336	10037	1.881	6,744	0.78	5,262	1,481
SOURCE	1/12/2010			40686	REHAB 1894 WELL	702,139	702,139	ENRCCI	8938	10037	1.123	788,473	0.29	224,936	563,537
SOURCE	2/9/2010			40707	54" INTAKE ANCHOR ICE CONTROL	584,537	584,537	ENRCCI	8938	10037	1.123	656,411	0.38	246,468	409,943
SOURCE	12/3/1/1993	2/27/2010	934	133001	HDPE PIPE REPLACED	0	0	0	0	0.000	0	0.00	0	0	
						5,005,781	13,009,666				26,582,103		12,503,431	14,078,673	

[1] From Valuation of Evanston Water Works 12/31/1989 Provided by Alvord, Burdick & Howson

[2] Indices:

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TABLE B-1
REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Disp Date	Old Asset#	Asset #	Description	Asset Cost	RCN Jan. 1, 1990 or year acq [1]	Index # Jan. 1, 1990 or year acq [2]	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec 31, 2015	Lowv Survivor Curve [4]	Depreciation [5]	RCNLD	
						(\$)	(\$)				(\$)	(%)	(\$)	(\$)	
TREATMENT	3/1/1975		85	190	'15 FILTER BUILDING #1	28,512	309,759	15	264	616	2,333	722,771	0.75	545,249	177,522
TREATMENT	3/1/1975		86	193	'15RAPD SND FLTRS 12MGD S	57,357	391,404	16	299	700	2,341	916,330	0.75	691,267	225,063
TREATMENT	3/1/1983		87	196	'23 FILTER BUILDING #2	20,983	124,684	15	264	616	2,333	290,929	0.78	227,021	63,908
TREATMENT	7/1/1983		88	198	'23 CLEAR WELLS #3 & #4	76,848	536,505	16	299	700	2,341	1,256,032	0.67	636,847	419,185
TREATMENT	7/1/1983		89	200	RAPD SND FILTERS '23 ADD	140,073	391,404	16	299	700	2,341	916,330	0.67	610,517	305,814
TREATMENT	7/1/1994		90	203	'34 CLEAR WATER RESRV 5MG	119,508	3,339,993	16	337	700	2,077	6,837,671	0.69	4,790,547	2,147,123
TREATMENT	3/1/1947		91	204	YD PIPNG CLEARWELL PUMPS	877	55,895	16	299	700	2,341	130,858	0.74	82,637	48,221
TREATMENT	1/1/1951		95	208	WASH WATER PUMP #3 10MGD	10,168	108,543	18	299	700	2,341	254,114	0.74	235,963	18,151
TREATMENT	1/1/1951		96	209	WASH WATER PUMP #4 10MGD	10,168	108,543	18	299	700	2,341	254,114	0.74	254,114	0
TREATMENT	1/1/1951		97	212	SLOW MXNG EQUIP 2 UNITS	37,018	282,297	16	299	700	2,341	660,896	0.74	660,896	0
TREATMENT	1/1/1951		98	214	RAPD SND FILTERS '48 ADD	87,841	971,947	16	299	700	2,341	2,275,461	0.74	1,740,059	535,403
TREATMENT	1/1/1951		99	217	FILTER BUILDING #3	110,895	848,459	15	264	616	2,333	1,508,404	0.74	980,463	527,942
TREATMENT	1/1/1951		100	220	FILTERED WATER PIPELINES	115,819	691,627	16	299	700	2,341	1,619,194	0.74	965,574	653,619
TREATMENT	1/1/1951		101	223	CLEAR WELLS #5 & #6	143,426	888,529	16	299	700	2,341	2,080,168	0.74	1,240,467	839,701
TREATMENT	1/1/1951		102	226	RAPD SND FILTERS 24 MGD S	194,384	759,660	16	299	700	2,341	1,778,468	0.74	1,060,554	717,914
TREATMENT	1/1/1951		103	229	CHEMICAL BUILDING STRUCT	276,597	1,608,793	15	264	616	2,333	3,753,850	0.74	2,870,591	883,259
TREATMENT	1/1/1951		104	232	SETTLING BASIN DRAINS	364,467	1,148,100	16	299	700	2,341	2,687,860	0.74	1,602,852	1,085,008
TREATMENT	1/1/1951		105	235	MXNG AND SETTLNG BASINS	436,673	2,751,404	16	299	700	2,341	6,441,414	0.74	3,841,210	2,600,204
TREATMENT	7/1/1965		109	245	ELECT TRAV HOIST MONORAIL	3,253	13,536	15	264	616	2,333	31,584	0.75	23,704	7,880
TREATMENT	7/1/1965		113	252	ELEVATOR REMDDED 1963	0,813	67,678	15	264	616	2,333	157,915	0.75	118,515	39,400
TREATMENT	7/1/1965		114	256	WASH WEAR DRAIN FT PIPNG	10,137	88,359	18	299	700	2,341	206,861	0.68	95,839	111,021
TREATMENT	7/1/1965		116	259	WASH WATER PMP DISC HEADE	26,173	118,565	16	299	700	2,341	277,577	0.68	184,913	112,664
TREATMENT	7/1/1965		117	262	WASH WATER PUMP #1 20 MGD	33,697	216,522	16	299	700	2,341	508,908	0.68	342,750	164,157
TREATMENT	7/1/1965		120	270	CARBON SLURRY SYSTEM	53,820	223,579	16	299	700	2,341	523,429	0.75	392,832	130,597
TREATMENT	7/1/1965		121	273	ALUM SULPH SYS LIQ AL SYS	58,032	254,349	16	299	700	2,341	595,466	0.75	448,895	146,570
TREATMENT	7/1/1965		122	276	LOW LIFT DISCH PIPE LINES	66,895	361,763	16	299	700	2,341	846,937	0.68	503,180	343,757
TREATMENT	7/1/1965		124	282	SURFACE WASH PUMP	80,654	345,813	16	299	700	2,341	809,596	0.68	480,995	328,601
TREATMENT	7/1/1965		125	285	FILTER BUILDING #4	97,481	427,077	15	264	616	2,333	998,513	0.68	503,239	493,274
TREATMENT	7/1/1965		126	288	CLEAR WELLS #1 AND #2	110,804	1,620,947	16	299	700	2,341	3,794,659	0.68	1,758,169	2,036,690
TREATMENT	7/1/1965		127	291	CHEMICAL BUILDING ADDITIO	112,052	481,558	15	264	616	2,333	1,123,635	0.68	567,436	556,199
TREATMENT	7/1/1965		130	300	CLEAR WELLS #7 AND #8	210,116	987,854	16	299	700	2,341	2,285,679	0.68	1,049,788	1,216,091
TREATMENT	7/1/1965		131	301	RAPD SND FILTERS '63 ADD	207,390	683,694	16	299	700	2,341	1,600,621	0.68	741,572	859,049
TREATMENT	7/1/1965		132	304	MXNG & SETTLNG BASINS	926,229	4,304,600	16	299	700	2,341	10,077,659	0.68	5,987,315	4,090,344
TREATMENT	10/15/1973		133	307	FILTER WASH WAST & SET BAS	606,272	1,395,675	16	299	700	2,341	3,267,467	0.59	1,822,628	1,644,838
TREATMENT	7/1/1977	12/31/2015	135	311	BUTTERFLY VLVE 30IN PNEU	0	0	16	0	0	0.000	0	0.00	0	0
TREATMENT	12/31/1977		136	314	FIBERGLASS PHOSPHAT TK PM	7,707	12,703	16	299	700	2,341	29,739	0.72	21,468	8,272
TREATMENT	3/1/1979		137	317	2 CENTRIFUGAL PUMPS	2,385	3,952	16	299	700	2,341	8,252	0.77	7,085	2,167
TREATMENT	3/1/1981		138	319	8IN FORCE MAIN	3,488	6,508	15	264	616	2,333	15,185	0.74	11,278	3,909
TREATMENT	3/1/1982		141	326	ADJUSTMENTS 1982	55,067	69,235	15	264	616	2,333	161,548	0.51	60,730	100,818
TREATMENT	3/1/1982		142	329	IMPRV MXG BASINS #1 & #2	219,223	278,753	16	299	700	2,341	652,599	0.51	245,329	407,270
TREATMENT	7/1/1982		143	332	20' BUTTERFLY VALVES '68 ADD	9,009	11,455	16	299	700	2,341	26,818	0.51	9,962	16,836
TREATMENT	12/31/1983		144	336	UPGRADE 12-2MGD FILT W/BF	898,653	1,077,653	16	299	700	2,341	2,522,933	0.49	740,678	1,782,256

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[4] Lowv Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used

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CITY OF EVANSTON

Location	Date Acquired	Disp Date	Old Asset#	Asset #	Description	Asset Cost	RCN Jan. 1, 1990 or year acq [1]	Indices [2]	Index # Jan. 1, 1990 or year acq after	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec. 31, 2015	Lower Survivor Curve [4]	Depreciation [5]	RCNLD	
						(\$)	(\$)					(\$)	(%)	(\$)	(\$)	
TREATMENT	2/28/1985		147	345	6 FLT INFLU BUTTR VALVES	48,893		16	299	700	2.341	129,875	0.64			
TREATMENT	3/1/1985	2/27/2011	149	350	DEHUM CARGO CR WEST FLTR	0	0	0	0	0	0.000	0	0.00	83,160	46,715	
TREATMENT	3/1/1985	12/31/2014	150	352	FILT CONTR UPGRD WEST PLT	0	0	0	0	0	0.000	0	0.00	0	0	
TREATMENT	2/28/1986		151	355	SYSTM AUTOMAT CHEM BLDG	575,801		16	299	700	2.341	1,494,994	0.62	932,671	562,323	
TREATMENT	2/28/1986		152	357	SYSTM AUTOM TREAT PLANT	299,764		16	299	700	2.341	778,298	0.62	485,551	292,747	
TREATMENT	12/31/1986		156	363	LOW LFT SUPP TO FLASH MIX	7,766		15	284	616	2.333	18,971	0.61	12,233	7,738	
TREATMENT	12/31/1986		157	365	ENG COSTS SYSTEM AUTOMATI	87,684		16	299	700	2.341	227,659	0.61	139,445	88,215	
TREATMENT	3/1/1987		180	373	22 FLUOR FIXTURES -W PLT	1,023		15	264	616	2.333	2,564	0.80	2,054	510	
TREATMENT	3/1/1987		181	376	TWO FLUORIDE FEED PUMPS	2,218		16	299	700	2.341	5,591	0.80	4,478	1,113	
TREATMENT	3/1/1987		164	382	TWO POLYMER FEED PUMPS	8,995		16	299	700	2.341	22,672	0.80	18,156	4,513	
TREATMENT	3/1/1987	12/31/2014	165	384	FILTR CONTR UPGRD EAST PL	0	0	0	0	0	0.000	0	0.00	0	0	
TREATMENT	1/1/1982		244	626	2 30X16 SPOOL PIECES	464		16	299	700	2.341	1,361	0.51	522	859	
TREATMENT	1/1/1982	12/31/2015	245	629	BRASS NOZZLES SURFACE WASH	0	0	16	0	0	0.000	0	0.00	0	0	
TREATMENT	1/1/1982		246	632	4 30IN UNI-FLANG FIL14&18	2,084		16	299	700	2.341	6,204	0.51	2,344	3,860	
TREATMENT	1/1/1982		249	641	FILTER 14 & 18 30IN BFV	12,833		16	299	700	2.341	38,203	0.51	14,432	23,771	
TREATMENT	2/1/1988	2/27/2009	755	1019	2 CHLORINE CYLINDER SCALE	0	0	0	0	0	0.000	0	0.00	0	0	
TREATMENT	5/1/1988	2/27/2005	758	1025	ROOF SERVICE BUILDING	0	0	0	0	0	0.000	0	0.00	0	0	
TREATMENT	5/1/1988		759	1027	MATERIAL FOR INST FIL	1,350		15	264	616	2.333	3,264	0.79	2,570	694	
TREATMENT	11/1/1988		769	1044	CARBON DUST COLLECTOR	8,140		16	299	700	2.341	14,932	0.77	11,544	3,387	
TREATMENT	12/31/1989	12/30/2013	800	1094	HEAD HOUSE ROOF	0	0	0	0	0	0.000	0	0.00	0	0	
TREATMENT	12/31/1989		801	1095	SLUDGE LINE EXTENSION	361,450		15	264	616	2.333	830,557	0.41	198,115	632,442	
TREATMENT	12/31/1989		803	1099	SLUDGE LINE APPURTENANCES	220,715		15	264	616	2.333	507,169	0.76	384,550	122,619	
TREATMENT	7/31/1989		808	1105	FLAMMABL LIQ STOR CABINET	443		47	ENRCCI	4680	10037	2,145	959	727	232	
TREATMENT	12/31/1985		818	1121	CONTROL ROOM HVAC	4,530		15	264	616	2.333	12,007	0.74	8,916	3,091	
TREATMENT	12/31/1986	12/31/2014	820	1124	ADDL FILTER CONTR EAST PL	0	0	0	0	0	0.000	0	0.00	0	0	
TREATMENT	2/28/1990		825	1132	RECT DRAIN VLVS6 EFF VLV4	43,920		16	303	700	2.310	101,465	0.47	47,989	53,476	
TREATMENT	12/31/1990		837	1155	FLASH MIX EQUIP	47,475		16	303	700	2.310	109,678	0.74	81,444	28,234	
TREATMENT	10/23/1990		838	1157	2 METERING PUMPS/ALLUM	7,851		16	303	700	2.310	18,137	0.74	13,468	4,669	
TREATMENT	9/7/1990		840	1160	SECURITY EQUIPMENT	1,675		16	303	700	2.310	3,869	0.74	2,873	996	
TREATMENT	5/22/1990		841	1162	BLUE PRINT CABINET F	945		16	ENRCCI	4777	10037	2,101	1,986	76	1,508	480
TREATMENT	11/20/1990		842	1164	SUMP PUMP/3 LEVEL	1,383		16	303	700	2.310	3,149	0.74	2,338	811	
TREATMENT	12/31/1990		843	1165	FIRE SAFETY CABINET LAB	373		16	ENRCCI	4777	10037	2,101	783	74	582	202
TREATMENT	12/31/1990		844	1167	CHEM FEEDER DRIVE MOTOR	502		16	303	700	2.310	1,159	0.74	861	298	
TREATMENT	12/31/1991		884	1233	UPGRADE L304 & T304	9,956		15	269	616	2.280	22,799	0.81	16,556	4,242	
TREATMENT	6/25/1991	2/27/2007	885	1235	CHLORINATORS V100-3	0	0	0	0	0	0.000	0	0.00	0	0	
TREATMENT	3/1/1982	12/31/2015	890	1245	W PLT GUNITE WORK TREAT	0	0	16	0	0	0.000	0	0.00	0	0	
TREATMENT	2/28/1992		892	1249	FILTER SWITCHGEAR	72,924		16	321	700	2.181	159,024	0.53	84,397	74,628	
TREATMENT	12/31/1992		901	1267	A90 IMPR MXG BASINS 3&4	761,780		18	321	700	2.181	1,661,203	0.83	1,054,701	606,501	
TREATMENT	12/31/1992		902	1269	A90 W 36IN CLEARWELL PIP	151,711		18	321	700	2.181	330,834	0.37	89,520	241,314	
TREATMENT	12/31/1992		903	1271	A90 W FILTER INF PIPING	273,993		18	321	700	2.181	597,493	0.37	161,674	435,818	
TREATMENT	12/31/1992		904	1273	B91 FLUORIDE FEED SYSTEM	134,917		18	321	700	2.181	294,212	0.43	125,279	168,934	
TREATMENT	12/31/1992		905	1275	B91 W PLANT GRAT & HANDRL	8,196		16	321	700	2.181	17,878	0.43	7,613	10,265	

[1] From Valuation of Evanston Water Works 12/31/1989 Provided by Ahvord, Burtick & Howson

[2] Indices

- HWI = Handy-Whitman Index, Cost Trends of Water Utility Construction, North Central Region
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[3] Trend factor calculated using indices at respective years

[4] Lower Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used

[5] Depreciation calculated using lower Type Survivor Curve. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

TABLE B-1
REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Disp Date	Old Asset#	Asset #	Description	RCN Jan. 1, 1990 or year		Index # 1990 or year	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec 31, 2015	Iowa Survivor Curve [4]	Depreciation [5]	RCNLD	
						Asset Cost (\$)	acc [1]								Indices [2]
TREATMENT	12/31/1992		908	1277	B91 LL PIPING	397,404		16	321	700	2.181	866,613	0.43	369,013	487,600
TREATMENT	9/4/1992		907	1279	ADDN #803 SLUDGE LINE	4,988		16	321	700	2.181	10,877	0.60	8,678	2,202
TREATMENT	12/31/1992		908	1281	CLEAR WELL VLV F3, F4	25,969		16	321	700	2.181	56,631	0.43	24,114	32,517
TREATMENT	6/17/1992		909	1283	SUMP PUMP W-3 SUB	4,128		16	321	700	2.181	9,001	0.81	6,001	1,675
TREATMENT	7/9/1992		910	1285	PRAT LIN ACT FIL 15&16 -2	3,813		16	321	700	2.181	8,315	0.80	6,632	1,683
TREATMENT	11/18/1992		911	1287	PHOSPHATE FEED SYSTEM	5,339		16	321	700	2.181	11,642	0.80	9,286	2,356
TREATMENT	12/31/1992		912	1289	DEHUM CARGO CR EAST FLTR	51,978		16	321	700	2.181	113,348	0.52	58,580	54,767
TREATMENT	12/14/1993		944	1348	PRAT DUR ACT -12 '63 ADDN	30,068		16	328	700	2.134	64,169	0.78	50,073	14,096
TREATMENT	12/31/1993		945	1350	PHOS FEED SYSTEM	2,300		16	328	700	2.134	4,909	0.78	3,830	1,078
TREATMENT	5/19/1993		946	1352	PRAT LIN ACT FIL 13&14	3,814		16	328	700	2.134	8,140	0.80	6,493	1,648
TREATMENT	9/27/1994		988	1387	SUBMERS SLUDGE PUMP	20,463		16	337	700	2.077	42,504	0.78	32,389	10,115
TREATMENT	9/13/1994		970	1391	PHOS FEED SYSTEM ADDN	14,785		16	337	700	2.077	30,711	0.76	23,402	7,306
TREATMENT	11/6/1994		971	1393	PRAT DUR ACT -15 '83 ADDN	57,988		16	337	700	2.077	120,450	0.78	91,786	28,664
TREATMENT	9/13/1994	12/31/2014	974	1398	UPGRADE PH II INSTR/SOFTWR	0		0	0	0	0.000	0	0.00	0	0
TREATMENT	5/24/1994		978	1408	FLUORIDE X-FER PUMP	2,499		16	337	700	2.077	5,191	0.78	4,051	1,140
TREATMENT	2/28/1995		982	1414	ALUM STOR TANKS (3) EPOXY	57,428		16	446	700	1.570	90,133	0.76	68,683	21,449
TREATMENT	7/11/1995		984	1418	SLOW MIX VFD F	2,283		16	446	700	1.570	3,584	0.74	2,681	923
TREATMENT	12/31/1995		985	1420	2 PERISTALIC CARB PUMPS F	600		16	446	700	1.570	942	0.74	699	242
TREATMENT	2/28/1996		986	1422	CL2 BUILDING	1,001,189		15	319	616	1.931	1,933,331	0.38	725,924	1,207,408
TREATMENT	12/31/1995	12/31/2014	1010	1465	UPGRADE PH II INSTR/SOFTWR	0		0	0	0	0.000	0	0.00	0	0
TREATMENT	6/13/1996		1027	1499	FLOURIDE X-FER PUMP	1,958		16	361	700	1.939	3,797	0.74	2,819	977
TREATMENT	10/17/1996	12/31/2015	1028	1501	CL2 MASS FLOWMETER	0		0	0	0	0.000	0	0.00	0	0
TREATMENT	2/13/1997		1029	1502	LIMITORQ VALVE ACT - 12	22,492		16	372	700	1.882	42,324	0.72	30,552	11,772
TREATMENT	2/25/1997		1030	1503	(2) W PLT SUMP PUMPS	599		16	372	700	1.882	1,127	0.84	941	186
TREATMENT	2/28/1997		1031	1504	1949 FILTER ROOF REPL	682,232		15	325	616	1.895	1,255,184	0.58	699,674	555,510
TREATMENT	5/20/1997		1047	1520	OH DOOR W PLT DOCK	3,647		15	325	616	1.895	6,913	0.72	4,991	1,923
TREATMENT	11/20/1997		1048	1521	FILT 19-24 VALVE BEATS 42IN	14,247		16	372	700	1.882	26,809	0.61	16,266	10,543
TREATMENT	2/28/1998		1049	1522	NO. INFLUENT STOP GATE	9,500		16	384	700	1.823	17,318	0.81	14,095	3,222
TREATMENT	2/28/1998		1050	1523	W FLTR PLT DOCK	52,412		15	334	616	1.844	96,664	0.61	58,648	38,016
TREATMENT	8/18/1998	12/31/2015	1064	1537	(3) CL2 MASS FLOWMETERS	0		0	0	0	0.000	0	0.00	0	0
TREATMENT	2/28/1999	12/31/2014	1065	1538	UPGRADE PH IV INSTR/SOFTWR	0		0	0	0	0.000	0	0.00	0	0
TREATMENT	10/29/1999	12/31/2015	1078	1549	CC 4" TURBINE METER	0		0	0	0	0.000	0	0.00	0	0
TREATMENT	11/9/1999		1077	1550	WEST FILTER BLDG TUCKPOINTING	182,623		15	351	616	1.755	285,401	0.77	219,809	65,791
TREATMENT	1/11/2000		1078	1551	WEST SHOP DOORS	7,099		15	357	616	1.725	12,250	0.56	6,628	5,421
TREATMENT	2/13/2001	12/31/2014	1090	1562	TURBIDITY MONITOR SYSTEM F	0		0	0	0	0.000	0	0.00	0	0
TREATMENT	9/26/2000		1091	1563	HYDRAULIC BOOSTER PUMP F	3,268		16	399	700	1.754	5,734	0.62	3,577	2,157
TREATMENT	7/25/2000	12/31/2014	1092	1564	UTICOR INTERFACE F	0		0	0	0	0.000	0	0.00	0	0
TREATMENT	6/13/2000		1102	1574	WINDOW REPLACEMENT	101,710		15	357	616	1.725	175,500	0.65	114,233	61,266
TREATMENT	2/12/2002		1106	1578	FILTDOORS(2)R+WEST ENT	6,900		15	390	616	1.579	10,898	0.50	5,477	5,421
TREATMENT	12/18/2001		1107	1579	REHAB OF 1948 FILTERS	1,278,522		16	414	700	1.691	2,161,753	0.27	575,965	1,585,788
TREATMENT	8/14/2001		1108	1580	LAB HVAC	88,434		15	372	616	1.656	146,438	0.50	73,595	72,843
TREATMENT	8/14/2001		1109	1581	CHAIN DECK DEHUMIDIFIER	60,571		16	414	700	1.691	102,414	0.33	33,928	68,486

[1] From Valuation of Evanston Water Works 12/31/1989 Provided by Ahvord, Burdick & Howson

[2] Indices:

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ENRCCI = Engineering News Record Construction Cost Index - 20 City

[3] Trend factor calculated using Indices at respective years

[4] Iowa Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used

[5] Depreciation calculated using Iowa Type Survivor Curve. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

TABLE B-1
REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Disp Date	Old Asset#	Asset #	Description	Asset Cost	RCN Jan. 1, 1990 or year acq [1]	Indices [2]	Index # 1990 or year acq after	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec 31, 2015	Iowa Survivor Curve [4]	Depreciation [5]	RCNLD
						(\$)	(\$)					(\$)	(%)	(\$)	(\$)
TREATMENT	7/1/1965		128	9511	RAPD SMD FILTERS '63 ADD	115,373	540,239	18	299	700	2.341	1,284,773	0.68	751,424	513,349
TREATMENT	7/1/1965		110	9512	WASH WATER PUMP #2 20 MGD	33,697	157,788	18	299	700	2.341	369,402	0.68	249,775	119,628
TREATMENT	2/28/2003		1123	9522	FIL. FLUME & WASH RATE	20,811	20,811	16	443	700	1.580	32,568	0.58	18,364	14,203
TREATMENT	11/12/2002		1124	9524	SETTLING BASIN EFFLUENT	139,679	139,679	15	390	616	1.579	220,621	0.21	34,095	186,526
TREATMENT	2/1/1988		756	34729	4 20IN BUTTR VALV EAST PL	7,109	7,598	16	299	700	2.341	17,789	0.72	12,766	5,024
TREATMENT	5/31/2003			35131	LAB CABINETS	70,855	70,855	ENRCCI	6825	10037	1.471	104,201	0.56	58,757	45,443
TREATMENT	6/30/2004			36433	COMPRESSOR SYSTEM	65,313	65,313	16	462	700	1.515	88,959	0.53	52,519	48,440
TREATMENT	8/16/2005			38412	SCRUBBER	1,024,792	1,024,792	16	462	700	1.452	1,488,287	0.38	558,819	929,468
TREATMENT	2/28/2008			39669	VACUUM ALUM TANK SYSTEM	64,783	64,783	16	590	700	1.207	78,187	0.65	50,892	27,295
TREATMENT	1/12/2010			40723	FILTER SHOP EXPANSION	791,433	791,433	15	544	616	1.132	896,181	0.10	53,487	842,684
TREATMENT	2/28/2011			41021	MUNTERS DEHUMIDIFIER	47,850	47,850	16	622	700	1.125	53,850	0.32	17,351	36,499
TREATMENT	12/31/2012			42032	TURBID METERS	102,753	102,753	16	652	700	1.074	110,318	0.29	31,472	78,846
TREATMENT	12/31/2012			42041	FILTER REHAB ROOF STRUCTURE285	980,962	980,962	16	652	700	1.074	1,063,180	0.15	157,654	895,525
TREATMENT	12/31/2012			42059	FILTER REHAB STEEL STRUCTURE285	742,279	742,279	15	573	616	1.075	797,982	0.07	55,851	742,132
TREATMENT	12/31/2012			42067	FILTER REHAB FILTERS 301	2,156,738	2,156,738	15	573	616	1.075	2,318,567	0.07	162,277	2,156,310
TREATMENT	9/30/2013			42542	SECURITY DOOR REPLACEMENT	49,580	49,580	15	581	616	1.060	52,672	0.10	5,265	47,408
TREATMENT	12/31/2013			42534	ARC FLASH & ELECTRICAL STUDY	18,305	18,305	16	671	700	1.043	19,098	0.19	3,612	15,484
TREATMENT	3/31/2014			10095	WASH WATER PUMPS	40,773	40,773	16	697	700	1.004	40,948	0.04	1,638	39,311
TREATMENT	3/31/2014			10099	SECURITY IMPROVEMENTS BZPP	84,108	84,108	16	697	700	1.004	84,470	0.19	15,978	68,492
TREATMENT	3/31/2014			10101	RATE OF FLOW LOSS OF HD TRSMTR	65,630	65,630	16	697	700	1.004	65,912	0.10	6,568	59,325
TREATMENT	12/15/2015			10103	SCADA SYSTEM	1,643,315	1,643,315	16	697	700	1.004	1,660,388	0.13	214,279	1,436,109
TREATMENT	7/28/2015			10311	CLEARWELL 182 IMPROVEMENTS	319,784	319,784	15	616	616	1.000	319,784	0.00	0	319,784
TREATMENT	4/4/2015			10318	ROOF 15, 17, 27 IMPROVEMENTS	560,936	560,936	15	616	616	1.000	560,936	0.00	0	560,936
TREATMENT	4/4/2015			10319	CHLORINATION EQUIPMENT	404,779	404,779	16	700	700	1.000	404,779	0.04	16,191	388,588
TREATMENT	2/28/2008			38383	ROOF REPL FILTER PUMP HOUSE	68,675	68,675	15	474	616	1.300	89,249	0.46	40,641	48,608
TREATMENT	8/17/2004			42551	480 VOLT SWITCH GEAR REPLACEMENT	148,204	148,204	16	462	700	1.515	224,552	0.50	111,221	113,331
TREATMENT	8/16/2005			38404	EAST END STAIR TOWER	378,341	378,341	15	450	616	1.369	517,908	0.19	97,967	419,939
						23,508,715	46,278,118					63,072,407		49,281,547	43,811,060

[1] From Valuation of Evanston Water Works 12/31/1969 Provided by Alvord, Burdick & Howson

[2] Indices:

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[3] Trend factor calculated using Indices at respective years

[4] Iowa Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used

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TABLE B-1
REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Life in Months	Asset #	Description	Asset Cost [1]	Indices [2]	Index # Date Acquired	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec. 31, 2015	Iowa Survivor Curve [4]	Depreciation [5]	RCNLD
					(\$)					(\$)	(\$)	(\$)	(\$)
WATER PLANT	1/12/2010	1080	40678	ADMIN OFFICE EXPANSION	1,564,192	ENRCCI	8938	10037	1.123	1,758,522	0.10	104,855	1,651,667
WATER PLANT	8/16/2005	600	38391	GARAGE # 7	377,729	ENRCCI	7890	10037	1.310	494,944	0.18	93,623	401,320
WATER PLANT	1/1/1951	1080	709	SERVICE BUILDING	422,159	ENRCCI	569	10037	17.640	7,446,766	0.74	4,640,398	2,806,368
WATER PLANT	12/30/2013	240	42471	2012 ROOF REPLACEMENT	135,480	ENRCCI	9552	10037	1.051	142,359	0.10	14,229	126,131
WATER PLANT	1/1/1983	960	734	SHORE PROTECTION BKWATER	184,514	ENRCCI	936	10037	10.723	2,085,830	0.70	1,228,322	857,508
WATER PLANT	10/29/2013	188	42497	#919 VEHICLE	124,177	ENRCCI	9552	10037	1.051	130,482	0.19	24,682	105,800
WATER PLANT	12/11/2012	240	42008	HVAC	105,736	ENRCCI	9324	10037	1.078	113,821	0.15	17,036	98,783
WATER PLANT	12/11/2012	240	42009	HVAC	99,578	ENRCCI	9324	10037	1.078	107,191	0.15	16,046	91,145
WATER PLANT	7/1/1957	1080	721	SERVICE BLDG SHOP ADDITIO	129,408	ENRCCI	759	10037	13.224	1,711,289	0.74	1,001,104	710,185
WATER PLANT	1/1/1982	480	1237	EMERGNCY GENERATR 500KW T	302,105	ENRCCI	4068	10037	2.469	745,752	0.68	504,247	241,505
WATER PLANT	7/1/1985	180	34702	SERVICE BLDG ADDITION	105,374	ENRCCI	1019	10037	9.850	1,037,918	0.75	778,955	258,964
WATER PLANT	7/9/2002	240	9518	2002 ROOF PROJECT	181,090	ENRCCI	6581	10037	1.525	276,189	0.58	155,739	120,450
WATER PLANT	11/9/2010	300	40993	SECURITY FENCE	72,000	ENRCCI	8938	10037	1.123	80,853	0.19	15,294	65,559
WATER PLANT	6/28/2012	144	42016	BACKHOE # 955	78,957	ENRCCI	9324	10037	1.078	82,842	0.38	31,105	51,737
WATER PLANT	7/28/2014	180	10098	# 915 VEHICLE	34,511	ENRCCI	9835	10037	1.021	35,220	0.00	0	35,220
WATER PLANT	7/1/1965	1080	759	GARAGE ADDITION #5 & #6	36,527	ENRCCI	1019	10037	9.850	359,786	0.68	181,692	178,094
WATER PLANT	11/29/2008	600	39247	GARAGE 5 & 6 & RETAINING WALL	27,041	ENRCCI	7880	10037	1.274	34,442	0.17	5,837	28,605
WATER PLANT	9/30/2013	240	42489	SECURITY DOOR REPLACEMENT	24,840	ENRCCI	9552	10037	1.051	26,101	0.10	2,609	23,492
WATER PLANT	3/31/2014	120	10097	FIRE PROTECTION SYSTEM	26,288	ENRCCI	9835	10037	1.021	26,828	0.19	5,075	21,753
WATER PLANT	12/18/2001	600	1585	GAR#4 FLOOR	22,945	ENRCCI	6462	10037	1.553	35,483	0.27	9,454	26,029
WATER PLANT	8/17/2004	240	36425	VOLT SWITCH GEAR REPLACEMT	24,701	ENRCCI	7297	10037	1.375	33,976	0.50	18,826	17,148
WATER PLANT	7/1/1965	1080	757	SHOP ADDITION F	14,832	ENRCCI	1019	10037	9.850	146,093	0.68	73,777	72,316
WATER PLANT	12/31/1992	360	1295	B91 GARAGE #6 FLOOR	23,054	ENRCCI	5071	10037	1.979	45,631	0.63	28,971	16,660
WATER PLANT	9/30/1997	240	1517	1997 ROOF REPLACEMENT	82,073	ENRCCI	5852	10037	1.715	140,767	0.70	98,504	42,263
WATER PLANT	6/13/2000	240	1588	GARAGE #4 OH DOOR N	18,847	ENRCCI	6281	10037	1.598	30,117	0.65	19,604	10,514
WATER PLANT	7/1/1985	720	756	LANDSCAPING	9,216	ENRCCI	1019	10037	9.850	90,776	0.68	61,379	29,397
WATER PLANT	1/1/1982	480	1241	HTG BYM BOILR SELF CONST	8,785	ENRCCI	4068	10037	2.469	18,749	0.68	11,325	5,424
WATER PLANT	3/1/1971	720	763	BRICKUP 30 WINDOWS F	2,695	ENRCCI	1753	10037	5.728	15,431	0.62	9,627	5,804
WATER PLANT	6/1/1992	300	1297	PWR CABLE-XFORMER RM TO PS	10,367	ENRCCI	5071	10037	1.979	20,519	0.73	14,899	5,620
WATER PLANT	3/1/2008	96	40230	I P PHONE SYSTEM	31,324	ENRCCI	8549	10037	1.174	36,776	0.65	23,938	12,838
WATER PLANT	12/31/1995	300	1444	GAR #5 DOCK LEVELER	2,194	ENRCCI	5523	10037	1.817	3,987	0.65	2,595	1,392
WATER PLANT	2/13/2001	180	1570	EAST PARKING LOT IMPROVEMENT	65,763	ENRCCI	6462	10037	1.553	102,146	0.74	75,851	26,295
WATER PLANT	10/31/1998	240	1493	GAR #5 OH DOOR	7,989	ENRCCI	5765	10037	1.741	13,909	0.72	10,041	3,869
WATER PLANT	10/31/1998	240	1495	GAR #6 OH DOOR	7,989	ENRCCI	5765	10037	1.741	13,909	0.72	10,041	3,869
WATER PLANT	6/17/1992	300	1293	DRINKING FOUNTAIN-OUTSIDE	1,155	ENRCCI	5071	10037	1.979	2,286	0.73	1,660	626
WATER PLANT	3/1/1981	480	772	3PH AITKN HEATER F	389	ENRCCI	4295	10037	2.337	909	0.69	628	281
					4,371,921					17,444,599		9,486,970	7,954,630

[1] Values based on City fixed asset records as of December 31, 2015.

[2] Indices:

MWI = Handy-Whitman Index, Cost Trends of Water Utility Construction, North Central Region

Line 8 = Pumping Plant - Structures & Improvements

Line 9 = Pumping Plant - Electric Pumping Equipment

Line 15 = Water Treatment Plant - Structures & Improvements

Line 18 = Water Treatment Plant - Large Treatment Plant Equipment

ENRCCI = Engineering News Record Construction Cost Index - 20 City

[3] Trend factor calculated using indices at respective years

[4] Iowa Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used

[5] Depreciation calculated using Iowa Type Survivor Curve. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

SUMMARY OF LINCOLNWOOD TRANSMISSION ASSETS

Asset Number	Total Asset Linear Feet	Linear Feet Used by LW	Percentage of Linear Feet Used by LW	Original Cost ¹	Scaled Original Cost ²	Unit Cost ³	RCM ⁴	Valves, Hydrants, Excavation, Trench, Pavement ^{5,6}	Total RCM ⁷	Depreciation ⁸	Total RCM/D ⁹	Year of Installation	Age of Pipe	Size	Material
401	NA	Valve	NA	\$ 7,531.01	\$ 7,531.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	42	Valve
402	NA	Valve	NA	\$ 9,398.01	\$ 9,398.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	30	Valve
411	NA	Valve	NA	\$ 11,729.01	\$ 11,729.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	34	Valve
424	NA	Valve	NA	\$ 15,728.01	\$ 15,728.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	36	Valve
432	NA	Valve	NA	\$ 16,447.01	\$ 16,447.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	30	Valve
524	NA	Valve	NA	\$ 13,800.01	\$ 13,800.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1961	56	48	Valve
448	500	21	0.04	\$ 3,534.01	\$ 151.89	\$ 390.00	\$ 8,326.87	\$ 3,924.90	\$ 17,761.07	\$ 17,761.07	\$ -	1925	82	34	HWC
450	6745	6745	1.0	\$ 4,300.01	\$ 4,300.01	\$ 390.00	\$ 2,630,665.69	\$ 979,529.51	\$ 234,491.04	\$ 3,908,051.70	\$ 2,326,441.34	1958	59	34	CP
454	400	185	0.5	\$ 6,001.01	\$ 2,777.05	\$ 950.00	\$ 175,850.34	\$ 34,028.35	\$ 304,324.09	\$ 304,324.09	\$ -	1907	110	42	HWC
463	237	457	1.0	\$ 22,085.01	\$ 22,085.01	\$ 945.00	\$ 249,248.44	\$ 84,071.35	\$ 483,313.70	\$ 483,313.70	\$ -	1935	82	30	HWC
479	2570	1981	0.8	\$ 33,159.01	\$ 25,557.50	\$ 790.00	\$ 1,446,014.73	\$ 364,142.32	\$ 2,624,727.71	\$ 2,624,727.71	\$ -	1907	110	36	HWC
476	5100	2790	0.5	\$ 36,296.01	\$ 18,959.49	\$ 390.00	\$ 1,088,068.91	\$ 512,875.50	\$ 2,321,369.39	\$ 1,805,509.50	\$ 515,859.89	1944	73	24	HWC
482	6130	7675	1.0	\$ 57,127.01	\$ 57,127.01	\$ 545.00	\$ 4,182,668.02	\$ 1,410,811.49	\$ 8,110,545.29	\$ 8,110,545.29	\$ -	1936	81	30	HWC
521	10066	2979	0.3	\$ 246,074.01	\$ 72,824.11	\$ 390.00	\$ 1,181,799.96	\$ 547,629.12	\$ 2,478,670.71	\$ 1,927,854.97	\$ 550,815.74	1956	61	24	CP
528	3895	2143	0.6	\$ 109,766.02	\$ 170,392.25	\$ 1,100.00	\$ 2,356,764.57	\$ 311,065.11	\$ 1,868,351.04	\$ 2,149,083.03	\$ 1,719,268.01	1961	56	48	PCCP
568	8940	8940	1.0	\$ 414,644.01	\$ 414,626.87	\$ 680.00	\$ 6,078,945.73	\$ 1,397,917.68	\$ 10,696,451.92	\$ 3,942,479.31	\$ 4,753,978.61	1970	47	24	PCCP
603	4694	4738	1.0	\$ 451,451.01	\$ 451,451.01	\$ 680.00	\$ 3,221,620.32	\$ 870,934.24	\$ 5,934,205.96	\$ 1,318,711.37	\$ 4,615,494.59	1980	37	24	PCCP
654	240	240	1.0	\$ 1,894,917.01	\$ 1,893,630.16	\$ 390.00	\$ 93,536.44	\$ 44,089.60	\$ 199,557.75	\$ 44,346.17	\$ 155,211.58	1983	34	24	DIP
10322	418	415	1.0	\$ 329,046.00	\$ 327,009.44	\$ 390.00	\$ 162,011.02	\$ 78,365.97	\$ 345,646.64	\$ 78,810.36	\$ 268,836.28	2013	2	24	DIP
TOTALS		39333		\$ 6,020,301.46	\$ 3,536,960.42						\$ 14,982,953.09				

Size	Linear Feet	Inch-Feet
48	2143	101841
42	185	7774
36	2005	72188
30	8143	244285
24	26901	645429
Total LW Inch-Ft		1072716
Total Inch-Ft		8226022
Percentage Used by LW		13.04%

Notes:

- Original Costs determined from P115 Water MIs Asset but have been corrected.
- Percent of Linear Feet Used by LW determined by multiplying by the total original cost of the asset.
- Unit Cost determined from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.
- RCM determined by multiplying linear feet by the unit cost excluding valves which are on each one end.
- Valve and treatment unit costs and excavations are linear foot items from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.
- Excavations, Trench, and Pavement unit costs taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017. Linear footage entered based on total linear footage for each substation domain.
- Total RCM determined by RCM (per valves, hydrants, excavations, trench, and pavement costs). A 20% contingency and 13% Engineering and Administration cost were added per Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.
- Depreciation based by total RCM of an asset divided by the unit RCM in the report multiplied by the depreciation to determine the depreciation per to an individual asset cost. The unit cost for each substation domain is divided in the Burns and McDonnell.
- Total RCM/D was determined by taking the total RCM and subtracting the depreciation.

Other Transmission Assets	Original Asset Cost	Allocation (%)	Allocated OCH	RCM/D
Leak Detectors Equip	\$ 59,890	26%	\$ 15,311	\$ 14,064
#925 Vector	\$ 283,824	26%	\$ 72,581	\$ 72,561
#920 Vehicle	\$ 133,297	26%	\$ 34,078	\$ 32,691
Scada System	\$ 81,151	100%	\$ 81,151	\$ 72,061
2015 Ford F250 #991	\$ 30,540	26%	\$ 7,808	\$ 7,968
2015 Ford F250 #993	\$ 30,540	26%	\$ 7,808	\$ 7,968
Water Metering 48"	\$ 727,813	26%	\$ 188,068	\$ 189,689
5 MG Standalone	\$ 1,894,917	100%	\$ 1,894,917	\$ 2,913,837
Subtotal Other Transmission Assets	\$ 3,241,979		\$ 2,299,702	\$ 3,111,043
TOTAL			\$ 5,836,662.11	\$ 10,293,996.09

Evanston Water Utility Component Sheets

TABLE B-2

REPRODUCTION COST NEW LESS DEPRECIATION DECEMBER 31, 2015
CITY OF EVANSTON

	RCNLD at 12/31/2015 with additions and retirements	Source of Supply	RCN Balance	Additions at cost	Retirements at RCN	RCN Balance at 12/31/2015 Adjusted for	Depreciation	RCNLD at
			at 12/31/2015	to 12/31/2015	to 12/31/2015	Additions & Retirements	at 12/31/2015	12/31/2015
			(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
		Source of Supply	27,367,429	0	785,326	26,582,103	12,503,431	14,078,673
		Pumping Plant	39,293,559	148,373	111,646	39,330,285	22,485,209	16,845,076
		Treatment Plant	92,558,317	1,285,499	771,409	93,072,407	49,261,347	43,811,060
		Water Plant	17,413,276	31,324	0	17,444,599	9,489,970	7,954,630
		Transmission	7,010,818	0	0	7,010,818	3,680,217	3,330,600
		TOTAL	183,643,399	1,465,196	1,668,381	183,440,213	97,420,174	86,020,039

	RCNLD at 12/31/2016 with additions and retirements	Source of Supply	RCN Balance	Additions at cost	Retirements at RCN	RCN Balance at 12/31/2016 Adjusted for	Depreciation	RCNLD at
			at 12/31/2016	to 12/31/2016	to 12/31/2016	Additions & Retirements	at 12/31/2016	12/31/2016
			(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
		Source of Supply	27,257,448	1,677,900	0	28,935,348	13,155,589	15,779,759
		Pumping Plant	40,875,695	0	0	40,875,695	23,931,632	16,944,063
		Treatment Plant	95,784,139	636,064	168,800	96,251,404	52,052,500	44,198,904
		Water Plant	17,887,797	0	0	17,887,797	9,967,487	7,920,310
		Transmission	7,188,934	0	0	7,188,934	3,839,986	3,348,949
		TOTAL	188,994,013	2,313,964	168,800	191,139,178	102,947,194	88,191,984

	RCNLD at 12/31/2017 with additions and retirements	Source of Supply	RCN Balance	Additions at cost	Retirements at RCN	RCN Balance at 12/31/2017 Adjusted for	Depreciation	RCNLD at
			at 12/31/2017	to 12/31/2017	to 12/31/2017	Additions & Retirements	at 12/31/2017	12/31/2017
			(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
		Source of Supply	29,669,134	200,000	0	29,869,134	13,931,324	15,937,810
		Pumping Plant	42,487,911	525,000	0	43,012,911	25,516,703	17,496,208
		Treatment Plant	99,079,806	1,335,000	0	100,414,806	54,972,941	45,441,866
		Water Plant	18,341,422	0	0	18,341,422	10,455,496	7,885,926
		Transmission	7,371,242	0	0	7,371,242	4,005,316	3,365,927
		TOTAL	196,949,516	2,060,000	0	199,009,516	108,881,780	90,127,736

	RCNLD at 12/31/2018 with additions and retirements	Source of Supply	RCN Balance	Additions at cost	Retirements at RCN	RCN Balance at 12/31/2018 Adjusted for	Depreciation	RCNLD at
			at 12/31/2018	to 12/31/2018	to 12/31/2018	Additions & Retirements	at 12/31/2018	12/31/2018
			(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
		Source of Supply	30,627,679	0	0	30,627,679	14,755,573	15,872,107
		Pumping Plant	44,747,558	0	0	44,747,558	27,183,273	17,564,286
		Treatment Plant	103,315,263	20,000,000	7,581,883	115,733,380	52,455,234	63,278,146
		Water Plant	18,807,214	0	0	18,807,214	10,961,959	7,845,255
		Transmission	7,558,440	0	0	7,558,440	4,176,708	3,381,731
		TOTAL	205,056,155	20,000,000	7,581,883	217,474,272	109,532,747	107,941,524

TABLE B-4

OCLD AND RCNLD AT DECEMBER 31, 2015
CITY OF EVANSTON

	ORIGINAL COST LESS DEPRECIATION AT DECEMBER 31, 2015		
	OC	Acc. Depr.	OCLD
	(\$)	(\$)	(\$)
Source of Supply	5,005,781	2,008,082	2,997,700
Pumping Plant	9,365,400	4,346,313	5,019,087
Treatment Plant	23,506,715	8,111,875	15,394,840
Water Plant	4,371,921	1,272,523	3,099,399
Transmission	558,287	166,994	391,293
Total	42,808,104	15,905,786	26,902,319

	REPRODUCTION COST NEW LESS DEPRECIATION AT DECEMBER 31, 2015		
	RCN	Acc. Depr.	RCNLD
	(\$)	(\$)	(\$)
Source of Supply	26,582,103	12,503,431	14,078,673
Pumping Plant	39,330,285	22,485,209	16,845,076
Treatment Plant	93,072,407	49,261,347	43,811,060
Water Plant	17,444,599	9,489,970	7,954,630
Transmission	7,010,818	3,680,217	3,330,600
Total	183,440,213	97,420,174	86,020,039

	FAIR VALUE RATE BASE DECEMBER 31, 2015		
	(\$)	(%)	(\$)
OCLD Rate Base	26,902,319	50	13,451,160
RCNLD Rate Base	86,020,039	50	43,010,019
Fair Value Rate Base			56,461,179

Evanston Water Utility Component Sheets

INDR Allocations as of November 2011

SYSTEM NAME	Lake Michigan Water Allocations (millions of gallons per day)																
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Arlington Heights	9.715	9.745	9.775	9.805	9.835	9.865	9.895	9.925	9.955	9.985	10.015	10.045	10.074	10.102	10.131	10.160	10.188
Buffalo Grove	4.857	4.875	4.893	4.912	4.930	4.948	4.966	4.985	5.003	5.021	5.040	5.058	5.076	5.094	5.112	5.130	5.148
Palatine	7.933	7.964	7.995	8.027	8.058	8.090	8.121	8.152	8.184	8.215	8.246	8.278	8.309	8.341	8.372	8.403	8.435
Wheeling	5.607	5.720	5.785	5.850	5.915	5.980	6.045	6.091	6.137	6.182	6.228	6.274	6.292	6.311	6.329	6.348	6.366
Des Plaines	7.982	7.996	8.009	8.023	8.037	8.050	8.064	8.077	8.091	8.105	8.118	8.132	8.143	8.154	8.166	8.177	8.189
Total	36.093	36.300	36.458	36.617	36.775	36.933	37.091	37.230	37.370	37.509	37.648	37.787	37.895	38.002	38.110	38.218	38.326
Morton Grove	3.497	3.521	3.546	3.570	3.595	3.619	3.644	3.668	3.693	3.717	3.742	3.766	3.789	3.812	3.835	3.857	3.880
Niles	4.977	4.988	4.999	5.010	5.022	5.033	5.044	5.055	5.066	5.078	5.089	5.100	5.109	5.118	5.128	5.137	5.146
Total	8.473	8.509	8.545	8.581	8.616	8.652	8.688	8.723	8.759	8.795	8.831	8.866	8.898	8.930	8.962	8.994	9.026
Lincolnwood	2.344	2.349	2.355	2.360	2.365	2.371	2.376	2.381	2.387	2.392	2.398	2.403	2.408	2.414	2.419	2.424	2.429
Evanston	9.411	9.428	9.445	9.461	9.478	9.495	9.512	9.528	9.545	9.562	9.578	9.595	9.612	9.628	9.644	9.661	9.677
Skokie	10.505	10.560	10.616	10.671	10.727	10.782	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838
PLANT TOTAL	66.827	67.147	67.418	67.690	67.961	68.233	68.505	68.702	68.898	69.095	69.292	69.489	69.651	69.812	69.974	70.135	70.297
% NWC of Plant	54.01%	54.06%	54.08%	54.09%	54.11%	54.13%	54.14%	54.19%	54.24%	54.29%	54.33%	54.38%	54.41%	54.44%	54.46%	54.49%	54.52%
% Evanston of Plant	14.08%	14.04%	14.01%	13.98%	13.95%	13.92%	13.88%	13.87%	13.85%	13.84%	13.82%	13.81%	13.80%	13.79%	13.78%	13.77%	13.77%
% Skokie of Plant	15.72%	15.73%	15.75%	15.76%	15.78%	15.80%	15.82%	15.78%	15.73%	15.69%	15.64%	15.60%	15.56%	15.52%	15.49%	15.45%	15.42%
% MG-N of Plant	12.68%	12.67%	12.67%	12.68%	12.68%	12.68%	12.68%	12.70%	12.71%	12.73%	12.74%	12.76%	12.78%	12.79%	12.81%	12.82%	12.84%
% Lincolnwood of Plant	3.51%	3.50%	3.49%	3.49%	3.48%	3.47%	3.47%	3.47%	3.46%	3.46%	3.46%	3.46%	3.46%	3.46%	3.46%	3.46%	3.46%

SYSTEM NAME	Lake Michigan Water Allocations (millions of gallons per day)																
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Lincolnwood	2.344	2.349	2.355	2.360	2.365	2.371	2.376	2.381	2.387	2.392	2.398	2.403	2.408	2.414	2.419	2.424	2.429
Evanston	9.411	9.428	9.445	9.461	9.478	9.495	9.512	9.528	9.545	9.562	9.578	9.595	9.612	9.628	9.644	9.661	9.677
Skokie	10.505	10.560	10.616	10.671	10.727	10.782	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838
TOTAL	22.260	22.337	22.415	22.493	22.570	22.648	22.725	22.748	22.770	22.792	22.814	22.836	22.858	22.880	22.901	22.923	22.945
% Evanston of Pipe	42.28%	42.21%	42.14%	42.06%	41.99%	41.92%	41.85%	41.89%	41.92%	41.95%	41.98%	42.02%	42.05%	42.08%	42.11%	42.14%	42.18%
% Skokie of Pipe	47.19%	47.28%	47.36%	47.44%	47.53%	47.61%	47.69%	47.64%	47.60%	47.55%	47.51%	47.46%	47.41%	47.37%	47.32%	47.28%	47.24%
% Lincolnwood of Pipe	10.53%	10.52%	10.50%	10.49%	10.48%	10.47%	10.45%	10.47%	10.48%	10.50%	10.51%	10.52%	10.54%	10.55%	10.56%	10.58%	10.59%

INDR Allocations

2015 Audited Information

CITY OF EVANSTON, ILLINOIS

Notes to the Financial Statements
For the Fiscal Year ended December 31, 2015

NOTE 5. CAPITAL ASSETS - Continued

A. Capital Asset Activity - Continued

	Beginning	Additions	Deletions	Ending
Business-type activities:				
Capital assets, not being depreciated:				
Land	\$ 4,644,510	\$ -	\$ -	\$ 4,644,510
Construction in progress	2,463,073	4,741,809	1,667,281	5,537,601
Artwork	359,752	-	-	359,752
Total Capital Assets, not being Depreciated	7,467,335	4,741,809	1,667,281	10,541,863
Capital assets, being depreciated/amortized:				
Land improvements	3,925,463	985,681	-	4,911,144
Buildings and improvements	77,282,216	-	-	77,282,216
Leasehold improvements	304,052	-	-	304,052
Plant	42,176,651	1,433,872	924,661	42,685,862
Transmission and distribution system	49,257,816	4,215,269	-	53,473,085
Sewer system and underground lines	249,439,877	1,295,207	-	250,735,084
Intangible assets	509,834	750,424	-	1,260,258
Equipment	3,086,113	87,284	340,755	2,832,642
Parking meters	1,698,308	160,720	-	1,859,028
Total Capital Assets being Depreciated/Amortized	427,680,330	8,928,457	1,265,416	435,343,371
Less accumulated depreciation/amortization for:				
Land improvements	1,631,955	141,290	-	1,773,245
Buildings and improvements	22,197,612	2,462,535	-	24,660,147
Leasehold improvements	302,753	-	20,222	282,531
Plant	15,311,894	1,411,291	865,721	15,857,464
Transmission and distribution system	6,934,574	636,142	-	7,570,716
Sewer system and underground lines	49,589,233	3,404,364	-	52,993,597
Intangible assets	315,774	106,182	-	421,956
Equipment	2,373,535	100,425	314,428	2,159,532
Parking meters	686,984	124,354	-	811,338
Total Accumulated Depreciation/Amortization	99,344,314	8,386,583	1,200,371	106,530,526
Total Capital Assets being Depreciated/Amortized, Net	328,336,016	541,874	65,045	328,812,845
Governmental Activities Capital Assets, Net	\$ 335,803,351	\$ 5,283,683	\$ 1,732,326	\$ 339,354,708

**City of Evanston
SCHEDULE OF FIXED ASSETS AND DEPRECIATION
YEAR ENDED DECEMBER 31, 2014**

	ASSETS					Depreciation FY2015
	OC Balance FY End 12/31/14	Additions 1/1/2015 to 12/31/2015	Retirements 1/1/2015 to 12/31/2015	Transfers 1/1/2015 to 12/31/2015	OC Balance FY End 12/31/15	
Source of supply	5,423,287					
Pumping plant	8,085,101	355,454.00	417,605		5,005,782	159,952
Water treatment plant	21,788,283	1,978,608.00	55,181		9,385,394	379,388
			258,170		23,508,721	733,088
Total Plant	41,246,137	2,334,062.00	730,836	0	37,877,897	1,272,424

Evanston Audited Information

Annual Pumpage

2015 Monthly Pumpage (MG)

Month	Lake Water Pumpage	Wash Water Recycled	Net Raw Water Pumpage	Finished Water Pumpage	Pumpage To		
					Evanston	Skokie	N.W.C.
Jan-15	1,105.958	15.243	1,121.201	1,091.684	219.493	224.994	647.197
Feb-15	993.608	14.742	1,008.350	979.494	197.429	203.955	578.110
Mar-15	1,051.862	14.352	1,066.214	1,037.606	214.803	221.063	601.740
Apr-15	1,038.910	13.795	1,052.705	1,094.833	254.304	208.254	632.275
May-15	1,170.487	21.359	1,191.846	1,131.353	216.660	233.280	681.413
Jun-15	1,134.827	15.467	1,150.294	1,122.625	220.010	235.514	667.101
Jul-15	1,241.264	19.130	1,260.394	1,231.148	244.142	255.542	731.464
Aug-15	1,345.617	27.227	1,372.844	1,326.781	244.260	286.287	796.234
Sep-15	1,201.943	21.155	1,223.098	1,187.660	235.267	244.463	707.930
Oct-15	1,122.857	15.050	1,137.907	1,113.129	224.286	239.720	649.123
Nov-15	1,026.820	16.823	1,043.643	1,013.638	275.273	204.665	533.700
Dec-15	1,037.670	5.942	1,043.612	1,093.855	244.083	229.159	620.613
Total	13,471.823	200.285	13,672.108	13,423.806	2,790.010	2,786.896	7,846.900

2015 Average Day Pumpage (MGD)

Month	Lake Water Pumpage*	Wash Water Recycled	Net Raw Water Pumpage	Finished Water Pumpage	Pumpage To		
					Evanston	Skokie	N.W.C.
Jan-15	35.676	0.492	36.168	35.216	7.080	7.258	20.877
Feb-15	35.486	0.527	36.013	34.982	7.051	7.284	20.647
Mar-15	34.400	0.463	34.863	33.471	6.929	7.131	19.411
Apr-15	33.939	0.460	35.090	36.494	8.477	6.942	21.076
May-15	37.758	0.445	33.958	36.495	6.989	7.525	21.981
Jun-15	37.828	0.516	38.343	37.421	7.334	7.850	22.237
Jul-15	40.041	0.617	40.658	39.714	7.876	8.243	23.596
Aug-15	43.407	0.878	44.285	42.799	7.879	9.235	25.685
Sep-15	40.065	0.705	40.770	39.589	7.842	8.149	23.598
Oct-15	36.221	0.485	36.707	35.907	7.235	7.733	20.939
Nov-15	34.227	0.561	34.788	33.788	9.176	6.822	17.790
Dec-15	33.473	0.192	33.665	35.286	7.874	7.392	20.020
Average	36.909	0.549	37.458	36.778	7.644	7.635	21.498

Note: "Pumpage to Evanston" includes process and domestic water uses at the water treatment plant.

CITY OF EVANSTON, ILLINOIS

Water Fund

Schedule of Revenues, Expenditures, and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2015

	Budget	Actual
Operating Revenues		
Charges for services	\$ 15,253,000	\$ 15,005,360
Miscellaneous	506,100	716,246
Total Operating Revenues	15,759,100	15,721,606
Operating Expenses Excluding Depreciation		
Administration	1,528,130	1,473,338
Operations		
Pumping	2,426,701	1,752,932
Filtration	2,612,781	2,015,362
Distribution	1,724,142	2,395,818
Meter maintenance	194,336	202,921
Other	19,349,100	420,562
Total Operating Expenses Excluding Depreciation	27,835,190	8,260,933
Operating Income (Loss) Before Depreciation	(12,076,090)	7,460,673
Depreciation	-	2,096,633
Operating Income (Loss)	(12,076,090)	5,364,040
Non-Operating Revenues (Expenses)		
Investment income	10,000	5,981
Interest Expense	(434,254)	(390,461)
Net book value of fixed assets disposed	-	302,700
Total Non-Operating Revenues (Expenses)	(424,254)	(81,780)
Income (Loss) Before Transfers	(12,500,344)	5,282,260
Transfers		
Transfers (out)	(3,194,053)	(3,194,053)
Total Transfers In (Out)	(3,194,053)	(3,194,053)
Net Income	\$ (15,694,397)	2,088,207
Net Position		
Beginning of Year		66,279,631
Change in accounting principle		(101,305)
Prior period adjustment		(55,806)
Beginning of Year, Restated		66,122,520
End of Year		\$ 68,210,727

(See independent auditor's report.)

SUMMARY OF LINCOLNWOOD TRANSMISSION ASSETS

Asset Number	Total Asset Linear Feet	Linear Feet Used by LW	Percentage of Linear Feet Used by LW	Original Cost ¹	Scaled Original Cost ²	Unit Cost ³	RCN ⁴	Valves, Hydrants, Excavation, Trench, Pavement ^{5,6}	Total RCN ⁷	Depreciation ⁸	Total RCNLD ⁹	Year of Installation	Age of Pipe	Size	Material
401	NA	Valve	NA	\$ 7,531.01	\$ 7,531.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	42	Valve
408	NA	Valve	NA	\$ 9,398.01	\$ 9,398.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	30	Valve
411	NA	Valve	NA	\$ 11,729.01	\$ 11,729.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	24	Valve
424	NA	Valve	NA	\$ 15,728.01	\$ 15,728.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	36	Valve
432	NA	Valve	NA	\$ 16,447.01	\$ 16,447.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	30	Valve
524	NA	Valve	NA	\$ 13,800.01	\$ 13,800.01	\$ 9,100.00	\$ 9,100.00	\$ -	\$ 13,195.00	\$ 2,932.22	\$ 10,262.78	1991	26	48	Valve
446	500	21	0.04	\$ 3,558.01	\$ 151.93	\$ 390.00	\$ 8,314.47	\$ 3,934.90	\$ 17,765.07	\$ 17,765.07	\$ -	1925	92	24	HWC
450	6745	6745	1.0	\$ 4,300.01	\$ 4,300.01	\$ 390.00	\$ 2,630,663.69	\$ 979,329.31	\$ 5,234,493.04	\$ 2,908,051.70	\$ 2,326,441.34	1950	59	24	CP
454	400	185	0.5	\$ 6,001.01	\$ 2,777.25	\$ 850.00	\$ 175,850.34	\$ 34,028.35	\$ 304,324.09	\$ 304,324.09	\$ -	1907	110	42	HWC
463	237	457	1.0	\$ 22,085.01	\$ 22,085.01	\$ 545.00	\$ 249,248.44	\$ 84,071.35	\$ 483,313.70	\$ 483,313.70	\$ -	1935	83	30	HWC
473	2570	1981	0.8	\$ 33,159.01	\$ 25,957.50	\$ 730.00	\$ 1,446,014.73	\$ 364,142.33	\$ 2,634,727.71	\$ 2,624,727.71	\$ -	1907	110	36	HWC
476	5100	2790	0.5	\$ 36,296.01	\$ 19,855.49	\$ 390.00	\$ 1,028,068.81	\$ 512,875.50	\$ 2,321,369.39	\$ 1,808,509.50	\$ 515,859.89	1944	73	24	HWC
482	6130	7675	1.0	\$ 47,322.01	\$ 57,322.01	\$ 545.00	\$ 4,182,648.02	\$ 1,410,811.49	\$ 8,110,548.29	\$ 8,110,548.29	\$ -	1936	81	30	HWC
521	10066	2979	0.3	\$ 246,674.01	\$ 72,824.11	\$ 390.00	\$ 1,181,798.96	\$ 547,629.12	\$ 2,478,670.71	\$ 1,927,854.97	\$ 550,815.74	1956	61	24	CP
528	3895	2143	0.6	\$ 309,766.02	\$ 170,392.25	\$ 1,100.00	\$ 2,356,784.57	\$ 311,065.11	\$ 3,868,393.04	\$ 2,149,085.03	\$ 1,719,308.01	1961	56	48	PCCP
566	8940	8940	1.0	\$ 414,644.01	\$ 414,628.67	\$ 680.00	\$ 6,078,945.73	\$ 1,297,917.64	\$ 10,696,451.92	\$ 5,942,473.31	\$ 4,753,978.61	1970	47	24	PCCP
603	4694	4738	1.0	\$ 451,451.01	\$ 451,451.01	\$ 680.00	\$ 3,221,620.22	\$ 870,934.24	\$ 5,934,209.36	\$ 3,318,711.97	\$ 4,615,491.39	1980	37	24	PCCP
654	240	240	1.0	\$ 1,894,917.01	\$ 1,893,630.16	\$ 390.00	\$ 99,536.44	\$ 44,089.60	\$ 199,557.75	\$ 44,346.17	\$ 155,211.58	1983	34	24	DIP
10322	418	415	1.0	\$ 329,046.00	\$ 327,009.44	\$ 390.00	\$ 162,011.02	\$ 76,365.97	\$ 345,646.64	\$ 76,810.36	\$ 268,836.28	2015	2	24	DIP
TOTALS		39833		\$ 6,020,301.46	\$ 3,536,960.42						\$ 14,982,953.09				

Size	Linear Feet	Inch-Feet
48	2143	102841
42	185	7774
36	2005	72168
30	813	244285
24	26901	645629
Total LW Inch-Ft		1072716
Total Inch-Ft		8226022
Percentage Used by LW		13.04%

- Notes:**
- Original Costs determined from FTL Water Unit asset list from accounting.
 - Percent of Linear Feet Used by Lincolnwood multiplied by the total original cost of the asset.
 - Unit Cost determined from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/4/2017.
 - RCN determined by multiplying linear feet by the unit cost including valves which are each one unit.
 - Valve and Hydrant unit costs and percentages per linear foot taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/4/2017.
 - Excavation, Trench, and Pavement unit costs taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/4/2017. Linear footage entered based on total linear footage for each geographic district.
 - Total RCN determined as RCN plus valves, hydrants, excavation, trench, and pavement costs. A 20% contingency and 15% Engineering and Administration unit costs added per Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/4/2017.
 - Depreciation based on RCN of an asset divided by the total RCN as reported multiplied by the total depreciation to determine the depreciation rate to be an individual asset cost. This rate was for each individual segment as derived in the Burns and McDonnell.
 - Total RCNLD was determined by taking the asset RCN and subtracting the depreciation.

Other Transmission Assets	Original Asset Cost	Allocation (%)	Allocated OCN	RCNLD
Leak Detection Equip	\$ 59,890	26%	\$ 15,311	\$ 14,064
#925 Vactor	\$ 283,825	26%	\$ 72,561	\$ 72,561
#920 Vehicle	\$ 133,297	26%	\$ 34,078	\$ 32,691
Scada System	\$ 81,151	100%	\$ 81,151	\$ 72,065
2015 Ford F250 #931	\$ 30,540	26%	\$ 7,808	\$ 7,968
2015 Ford F250 #933	\$ 30,540	26%	\$ 7,808	\$ 7,968
Water Metering 48"	\$ 727,813	26%	\$ 188,068	\$ 169,849
5 MG Standalone	\$ 1,894,917	100%	\$ 1,894,917	\$ 2,913,837
Subtotal Other Transmission Assets	\$ 3,241,973		\$ 2,399,792	\$ 3,111,043
TOTAL			\$ 5,936,662.12	\$ 18,297,996.09

Group Exhibit “C”

Depreciation Rates comprised of Page C-1: Depreciation Rates (Classes of Plant included:
Source of Supply, Pumping Plant, Treatment Plant, Water Plant and Transmission)
(attached)

Group Exhibit C

Depreciation Rates

DEPRECIATION RATES

The Depreciation Charge pursuant to this Agreement shall be based on the depreciation rates for the various classes of plant set forth below:

Class of Plant	Annual Rate of Depreciation
Source of Supply	1.11%
Pumping Plant	1.81%
Treatment Plant	1.71%
Water Plant	2.68%
Transmission	1.02%

Exhibit “D”

City of Evanston Ordinance ____-18 (Approval of Water Supply Agreement
Between the City of Evanston and the Village Lincolnwood)
(attached)

Exhibit “E”

Village of Lincolnwood Resolution _____ (Approval of Water Supply Agreement
Between the City of Evanston and Lincolnwood)
(attached)



MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: April 19, 2017

SUBJECT: Water Fund Discussion

Background

The Village currently purchases water from the City of Chicago (“Chicago”). The current 10 year agreement is set to expire at the end of 2018. Between 2008 and 2015, the City of Chicago has raised wholesale water rates by \$2.28 per 1,000 gallons, which has constituted a 149% increase. The Village’s policy has been to pass rate increases on to water customers. In response to Chicago’s rate increases, the Village began searching for an alternative water supplier. Staff evaluated options which included purchasing water from the City of Evanston, the Village of Skokie, and/or the Village of Wilmette.

Since 2015, Chicago has capped their water rate increases at up to 5% a year. The Village recently received notice from Chicago that effective June 1, 2017 the wholesale water rate would increase by 1.83% to a rate of \$3.88 per 1,000 gallons (an increase of \$0.07).

Evanston Study and Initial Offer

In 2012, the Village participated in a water transmission main study with the Village of Niles, Cities of Evanston, Park Ridge and Des Plaines, the Northwest Water Commission (comprised of the Villages of Arlington Heights, Buffalo Grove and Wheeling and the Cities of Palatine and Des Plaines), and the Northwest Suburban Municipal Joint Action Water Agency (made up of the Villages of Mount Prospect, Schaumburg, Hoffman Estates, Elk Grove, Rolling Meadows, Hanover Park, and Streamwood). The purpose of the study was to determine potential routes from the City of Evanston (“Evanston”) water treatment plant to the various potential new wholesale customers. The study identified possible routes along Golf Road, Oakton Street, and Touhy Avenue. The study ultimately concluded that a water transmission main would not be feasible along Touhy Avenue since a portion would need to be installed within Chicago. Due to Lincolnwood’s proximity to Evanston, staff began working with Evanston to evaluate making a connection with their south standpipe located at the intersection of Hartrey Avenue and Cleveland Street (just north of Oakton Street). At the conclusion of the study, most of the communities determined that the capital costs were too high to continue moving forward.

The Village worked with the City of Evanston to verify that a connection at Hartrey Avenue and Cleveland Street (just north of Oakton Street) would be feasible. Upon verifying this, in 2013, the Village received a water purchase offer from the City of Evanston with a proposed rate of approximately \$2.21 per 1,000 gallons, which at the time was \$0.67 less than the rate being charged by Chicago. Evanston based their water rate calculation on the American Water Works Association's ("AWWA") *M1 Principles of Water Rates, Fees and Charges Manual* ("M1 Manual"), which provides guidance for appropriately determining costs to wholesale customers for the cost of water. The proposed rate was based on the cost of production, depreciation of assets, and a return on rate for those assets.

Throughout the process, Evanston stated that as part of any contract they must construct and own any transmission mains that are built within Evanston's corporate limits that would be required to bring water to a new customer. Therefore, the Village would only be responsible to construct a transmission main from the Evanston border to the Village's existing pump station located at the intersection of Schreiber and Crawford Avenues.

The connection point to the Evanston system was originally proposed to be at either the intersection of Oakton Street and McCormick Boulevard or at the intersection of Howard Avenue and McCormick Boulevard. The main difference between the two options is the length of transmission main that would be located within Evanston. The calculation of the rate includes capital depreciation costs on the length of main that is within Evanston's borders. Therefore, the longer the length of water main located in Evanston, the more the Village would pay through its rate perpetually for depreciation and the return on rate, the calculation of which is described in detail on page 3. The cost of any infrastructure built outside of Evanston would be borne by the Village and would be paid for using debt service. At the expiration of the debt service, the direct cost of that infrastructure would be eliminated. For these reasons, it is in the Village's best interest to identify a connection point that uses as little of the Evanston system as possible.

Additional Alternatives

Changing potable water suppliers requires significant capital expenditure on behalf of the Village and requires a long term contractual commitment. For this reason, staff explored all options before making a recommendation to the Village Board. Below is a summary of the activities that have occurred since the initial offer from the City of Evanston in 2013.

In 2014, Evanston revisited their 2012 transmission main study including the Villages of Lincolnwood, Niles, Morton Grove, and Glenview and the City of Park Ridge. Ultimately, the Village of Glenview removed themselves from the study and in early 2015, the Village met with the remaining three communities to discuss the possibility of taking part in negotiations with the City of Evanston for water service. The conclusion of the updated study found that Lincolnwood was best served with a direct connection to Evanston further south due to the Village's geographic proximity to Evanston. Park Ridge ultimately removed themselves from the discussion and in late 2016, Niles and Morton Grove entered into a water purchase agreement with Evanston.

In late 2014, the Villages of Skokie and Lincolnwood met with the Village of Wilmette to discuss the possibility of purchasing water from them. The Village partnered with the two municipalities to perform an engineering evaluation of the feasibility of Wilmette selling water to Lincolnwood through Skokie. The evaluation, completed in July 2015, determined that it would cost \$86 million to \$100 million to make the necessary water plant and system

improvements for Wilmette to sell water to the two communities. Due to the high capital cost, it was determined by all of the parties to abandon this plan; however, Skokie indicated that they were working to complete an update to their water model and that there may be a way for the Village to purchase Evanston water through connecting into the Skokie distribution system.

In August 2016, the Village received a report from the Village of Skokie which evaluated the possibility of Skokie selling Evanston water to Lincolnwood. The value of pursuing this option is that there would be a lower amount of capital outlay required by the Village since a transmission main could be connected at the Village’s border with Skokie. Skokie indicated that the option would only be feasible if Niles and Morton Grove elected to purchase Evanston water by connecting into the Skokie system and if Skokie completed a process of dividing their system into two pressure zones. Skokie was unwilling to undergo the cost of dividing their system if Niles and Morton Grove elected not to purchase water from them. Ultimately, in December of 2016 Niles and Morton Grove elected to purchase water directly from the City of Evanston, so this option became unavailable.

Current Offer from Evanston

In late 2016, staff reached out to the City of Evanston to restart negotiations. Evanston provided the Village with an updated rate model, based on current asset valuation, and the amount of water that Lincolnwood currently purchases from Chicago. Evanston provided an updated rate of approximately \$2.34 per 1,000 gallons, which is \$1.53 less than the Chicago rate. This rate may fluctuate on an annual basis because Evanston is using a rate calculation model based on the M1 Manual (industry standard) which is updated annually based on the value of Evanston’s assets, actual costs of operating and maintaining the system, and the actual amount of water used by each wholesale customer. The final rate may also change based on the actual cost of constructing the transmission main in Evanston from their southern standpipe to the Village’s connection point at the Evanston border. The proposed rate includes three major components, operations and maintenance (“O&M”), depreciation of assets, and the return on rate. Table 1 describes how each of the components of the rate are broken out.

Table 1. Breakdown of Proposed Rate		
Category	Description	Portion of Rate
O&M	Includes all costs associated with operating and maintaining the Evanston system. Costs are broken out proportionally based on actual usage.	\$0.51
Depreciation	Includes deprecation of assets such as the water transmission plant, Evanston transmission mains (greater than 12-inches in diameter), and the transmission main dedicated to Lincolnwood. Shared infrastructure is divided proportionally by IDNR allocation of Lake Michigan water.	\$0.15
Return on Rate	Includes the cost of each wholesale customer’s share of making improvements to the Evanston system based on the value of those assets (items included in the Depreciation line) and is multiplied by the “Fair Value Rate” (10%) to cover debt service and provide a profit to the wholesaler.	\$1.68
Total Rate		\$2.34

Staff is also working with the Village’s engineering firm, Christopher B. Burke Engineering, Ltd. (“CBBEL”) to evaluate the possibility of making a connection at the same point as Niles and Morton Grove at the intersection of McCormick Boulevard and Emerson Street. Making a connection at this point would result in significant rate savings due to the fact that the pipe the Village would connect into has a direct connection to the Evanston water treatment facility. This means that there would be a reduction in the amount of infrastructure affected and therefore reduce the depreciation of assets and return on rate costs. This option would require a significantly larger up front capital investment by the Village to construct a transmission main to Emerson Street. The City of Evanston has expressed concerns regarding water pressure and potential utility conflicts with a connection at this point. Staff is working with the City of Evanston to further evaluate this option.

Transmission Main Capital Costs

CBBEL estimates the cost for constructing a transmission main to Oakton Avenue to be approximately \$7,314,000, including engineering costs. This cost includes a 25% contingency for construction and a 15% estimated budget for engineering to account for potential unforeseen costs. Connecting to the Evanston system at Oakton Avenue would require approximately 9,560 feet of 20-inch water main. A map of the current proposed route, which would be evaluated in a forthcoming route study, is attached to this memorandum.

Table 2 demonstrates the estimated savings the Village would achieve by purchasing water from Evanston compared to Chicago. The savings are based on an average usage of 1.5 million gallons per day (MGD) and assume that both wholesalers would increase the cost of their water by 2% per year.

Table 2. Estimated Annual Savings*					
	2019	2020	2021	2022	2038 (Debt Free)
Rate Savings to Village	\$832,524	\$849,174	\$866,158	\$883,481	\$1,212,830
Annual Debt Service**	\$464,200	\$464,200	\$464,200	\$464,200	\$0
Remaining Savings	\$368,324	\$384,974	\$401,958	\$419,281	\$1,212,830

*The rate that the Village would pay to Evanston is an estimate and may change based on the cost of the infrastructure.

**Debt service for the Lincolnwood portion of the transmission main and assumes a 2.5% interest rate.

Staff anticipates financing the project through the use of an IEPA low interest loan that will be paid over 20 years using the savings obtained from purchasing water at a lower wholesale rate. These loans are intended to be used for improvements to municipal water systems and are provided at an interest rate that is lower than what can be obtained in the bond market. The Village successfully utilized an IEPA low interest loan for the water meter replacement project conducted in 2008.

If the Village Board were to approve a contract for water purchase with Evanston, staff would recommend freezing the water rate for the first three years to customers and also use the remaining savings associated with the lower wholesale water rate to fund future improvements to the Lincolnwood water system such as replacement of water mains. The Niles and Morton Grove agreement includes an initial term of 40 years. It is anticipated that over the same timeframe, the Village would have a savings of approximately \$37.5 million (assuming 2% annual increases) compared to continuing to purchase water from Chicago.

Proposed Timeline

Table 2. Proposed Timeline		
Date	Milestone	Estimated Cost
May, 2017	Route Study Commences	\$95,400
Aug., 2017	Water Purchase Agreement with Evanston Executed	n/a
Feb., 2018	Phase II Engineering Commences	\$413,400
Nov., 2018	Construction Commences	\$6,805,200
Dec., 2018	Water Purchase Agreement with Chicago Expires	n/a
Spring, 2019	Construction Commences	\$6,805,200
Fall, 2019	Begin Purchasing Water from Evanston	n/a

Staff Direction

Staff is seeking direction from the Village Board on whether the Village should begin negotiations with the City of Evanston on a water purchase contract and solicit a proposal from the Village Engineer for conducting a route study.

Attachments

- Map of current proposed route

Water Fund Workshop
April 19, 2017

Call to Order 7:00 p.m.

On roll call by President Turry the following were:

PRESENT: Trustees Bass, Patel, Cope, Elster, Spino and Klatzco

ABSENT: None

Others in Attendance: Tim Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Andrew Letson, Public Works Director; Jim Amelio, Village Engineer; Robert Merkel, Finance Director; John Caruso from Christopher B. Burke Engineering and Georjean Nickell, Trustee-Elect.

Mr. Wiberg provided an introduction to the Village Board regarding the history of obtaining potable water within the Village. The Village has a current agreement with the City of Chicago to purchase water. Due to significant rate increases over the last several years the Village began reviewing options for alternative water suppliers. The purpose of the meeting is to provide the Village Board with a review of the options explored and obtain direction regarding moving forward with a potential alternative supplier.

Mr. Wiberg began the presentation noting that the City of Chicago currently sells water to over 120 municipalities. He noted that only communities that are in close proximity to Lake Michigan have the option to utilize alternative water suppliers.

Mr. Wiberg provided a map of the Village's current potable water connection with the City of Chicago which is located at Devon and Crawford Avenues.

A review of the City of Chicago's water rate history was explained, noting that significant increases occurred between 2008 and 2011 and again between 2012 and 2015. The City of Chicago passed an Ordinance in 2016 which requires that the rate be adjusted per the consumer price index with a maximum increase of 5%.

A history of the alternative potable water suppliers was presented; options that were reviewed included the City of Evanston and the Villages of Skokie and Wilmette.

In 2012 the Village participated in a transmission main study with the City of Evanston, the Villages of Niles, Park Ridge, Des Plaines, the Northwest Water Commission and the Northwest Suburban Municipal Joint Action Water Agency. The study examined possible routes from the City of Evanston, which included: Golf Road, Oakton Street and Touhy Avenue. The conclusion of the study indicated that given the Village's proximity to the City of Evanston routes should be examined closer to the south.

In 2013 the City of Evanston provided a wholesale water rate to the Village based on a connection at Oakton Street and McCormick Boulevard. The rate was approximately \$2.21/1,000 gallons and was based on the American Water Works Association's guidelines for calculating wholesale water rates. The rate included the construction of the length of water main that is within the City of Evanston's border.

Upon receiving the rate from the City of Evanston staff began reviewing possible connections with neighboring communities to ensure that the best possible rate would be received.

In 2014 the City of Evanston updated the 2012 transmission main study to include the Villages of Lincolnwood, Niles, Morton Grove, Glenview and Park Ridge. The study concluded that the Village's geography warranted a separate connection from the group.

In 2015 staff worked with the Villages of Skokie and Wilmette to conduct a feasibility study for alternative water supply. The end result determined that the capital cost would be \$86-\$100 million, as such it was determined that this was not a cost effective option.

In 2016 the Village of Skokie reviewed the possibility of selling water to the Villages of Lincolnwood, Niles and Morton Grove. It was determined that this option would only be viable if the Villages of Niles and Morton Grove participated. The Villages of Niles and Morton Grove reached an agreement with the City of Evanston in late 2016 to purchase water from them, therefore this option ended.

In late 2016 staff asked that the City of Evanston update their proposal based on current demand and operation and maintenance costs. An approximate rate in the amount of \$2.34/1,000 gallons was provided. An annual true-up process would also occur based on the City of Evanston's comprehensive annual financial report and each community's actual usage. The breakdown of the rate is as follows:

Operation and Maintenance- \$0.51

Depreciation- \$0.15

Return on Rate- \$1.68

Total Rate= \$2.34

Discussion ensued regarding the rate calculation and the cost assigned to the Village for use of the City of Evanston's distribution system to convey water to Lincolnwood.

Mr. Wiberg also noted that an alternative connection point is a possibility that could have savings for the Village. Staff is working with the City of Evanston to evaluate if a connection at Emerson Street (Golf Road) and McCormick Boulevard where the Villages of Niles and Morton Grove are planning to connect would be possible for the Village. Preliminary information from the City of Evanston is not favorable due to water pressure concerns and possible utility conflicts. Staff is continuing to pursue discussions regarding this option as it would result in significant rate savings due to the fact that the connection would be direct to the City of Evanston water treatment facility therefore no depreciation expenses from the City of Evanston's distribution system would be incorporated into the rate.

The capital cost estimate for the route from Oakton Street and McCormick Boulevard is approximately 2 miles long and estimated at \$7,314,000. Using the estimate and the proposed rate of \$2.34/1,000

gallons Mr. Wiberg presented an estimated annual savings of approximately \$400,000 per year to the Village. The debt service would be paid off in approximately 20 years at which time the estimated annual savings is approximately \$1.2 million/year. Financing options were presented, which included the Illinois Environmental Protection Agency's low interest loan. The loan is a 20 year loan with an estimated interest rate of 2.5%. The loan payments would be paid for through the wholesale water rate savings. Staff would also recommend freezing the rate to customers for the first three years.

Mr. Wiberg concluded his presentation and asked for Village Board direction regarding moving forward with negotiating a water purchase contract with the City of Evanston as well as soliciting a proposal from the Village Engineer for conducting a route study.

At the conclusion of the presentation discussion ensued. The Village Board asked further questions on the possible alternative connection point at Emerson Street. The discussion led to a consensus among the Village Board that the Emerson Street connection should be explored further and that a deal at Emerson Street was favored over the Oakton Avenue connection.

President Turry polled the members of the Village Board to obtain their opinions on directing staff to begin the process of negotiating a contract with the City of Evanston.

Trustee Cope stated that staff should continue to pursue the Emerson Street option before any further discussion occurs regarding Oakton Avenue.

Trustee Spino and Bass agreed that Emerson should be pursued.

Trustee Elster abstained from the conversation because he will no longer be a member of the Village Board as of May 2, 2017.

Trustee Klatzco agreed that the Emerson Street connection should be the focus. If Emerson Street turns out not to be an option then staff should work to renegotiate the Oakton Street option.

The Village Board consensus was to direct staff to pursue a connection at Emerson Street and return to the Village Board with an update.

Trustee Elster made a motion to adjourn; the motion was seconded by Trustee Patel.

At 8:32 p.m. Trustee Elster made a motion to adjourn; the motion was seconded by Trustee Patel.

The motion passed with a Voice Vote.

Respectfully Submitted,



Ashley Engelmann

Assistant Village Manager



MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: August 15, 2017

SUBJECT: Water Supplier Discussion

Background

The Village currently purchases water from the City of Chicago (“Chicago”). The current 10 year agreement is set to expire at the end of 2018. Since 2008, Chicago increased water rates by \$2.35 per 1,000 from \$1.53 to \$3.88, which has constituted a 154% increase. The Village’s policy has been to pass rate increases on to water customers. Since 2015, Chicago has capped their water rate increases at up to 5% a year. In response to Chicago’s rate increases, the Village began searching for an alternative water supplier in 2012. Staff evaluated options which included purchasing water from the City of Evanston (“Evanston”), the Village of Skokie, and/or the Village of Wilmette.

On April 19, 2017 the Village Board held a Water Fund Workshop to discuss the possibility of purchasing water from Evanston. During that meeting, staff outlined the process that had been undertaken to evaluate all of the possible alternative water suppliers and possible connection points. Purchasing water through the Villages of Wilmette and Skokie were ultimately ruled out due to higher costs than connecting to Evanston. Most recently, staff evaluated two connection points with Evanston, at Oakton Street and at Emerson Street. The connection at Emerson Street would have a higher upfront capital cost due to the fact that it would require a longer transmission main, but a lower rate per 1,000 gallons because the Village would be able to tap into a transmission main that is directly connected to the Evanston water plant with no additional connections to their distribution system. The Village Board directed staff to gather more information about a potential connection point at Emerson Street.

Since the April 19 meeting staff has worked with Evanston to evaluate a connection point at Emerson Street. Evanston’s staff has informed the Village that a connection at Emerson Street is not an option due to multiple wholesale connection points at this location. The Villages of Niles, Morton Grove, and Skokie will all be connecting into the same 36-inch diameter transmission main and each of the communities are concerned that by adding a fourth wholesale customer, the transmission main would not be able to provide a sufficient quantity of water during peak periods of demand. In order to ensure sufficient quantity of water, the transmission main would need to be replaced and upsized at a significant cost.

In addition, there is insufficient space for necessary meter vault. For these reasons, a connection at Emerson Street is no longer a viable option and staff refocused on negotiating a rate with a connection at Oakton Street.

Current Offer from Evanston

Following the April 19th Water Fund Workshop, Evanston provided an updated offer that reduced the number of transmission mains that the Village would be responsible to pay for as part of the rate. The new calculation included only six transmission mains, which decreased the overall rate from \$2.34 to \$1.59 per 1,000 gallons in 2019, which is the year that staff anticipates the Village would start drawing water from Evanston. Two of the water mains appeared redundant, so the Village drafted a counter offer which proposed removing the redundant mains. Evanston ultimately agreed with the Village’s position and is now offering a rate of \$1.44 per 1,000 gallons in 2019. This amounts to a savings to the Village of \$2.44 per 1,000 gallons compared to the current Chicago rate.

The proposed rate from Evanston continues to be calculated based on a rate model outlined in the American Water Works Association’s M1 Manual (industry standard), which is updated annually based on the value of Evanston’s assets, actual costs of operating and maintaining the system, and the actual amount of water used by each wholesale customer. The final rate may also change based on the actual cost of constructing the transmission main in Evanston from their southern standpipe to the Village’s connection point at the Evanston border. The proposed rate includes three major components, operations and maintenance (“O&M”), depreciation of assets, and the return on rate. Table 1 describes how each of the components of the rate are broken out, comparing the rate discussed at the April 19th meeting to the current offer.

Table 1. Breakdown of Proposed Rate			
Category	Description	April 19, 2017 Workshop	Current Offer
O&M	Includes all costs associated with operating and maintaining the Evanston system. Costs are broken out proportionally based on actual usage.	\$0.51	\$0.40
Depreciation	Includes depreciation of assets such as the water transmission plant, four Evanston transmission mains impacted by Lincolnwood’s use, and the transmission main dedicated to Lincolnwood. Shared infrastructure is divided proportionally by IDNR allocation of Lake Michigan water.	\$0.15	\$0.12
Return on Rate	Includes the cost of each wholesale customer’s share of making improvements to the Evanston system based on the value of those assets (items included in the Depreciation line) and is multiplied by the “Fair Value Rate” (10%) to cover debt service and provide a profit to the wholesaler.	\$1.68	\$0.92
Total Rate		\$2.34	\$1.44

Over the next five years Evanston anticipates completing two major capital investments to their water system. These projects include replacement of a clear well that is to be completed in 2019 and replacement of an intake pipe that is to be completed in 2022 at a total combined cost of approximately \$45 million. Once these projects are complete, they will be added to their books as assets and all of Evanston’s wholesale customers will be

responsible for paying toward their share of the depreciation and return on rate. To provide the Village with an opportunity to understand how these projects will affect the rate, Evanston has provided rates through 2022, which are outlined in Table 2.

Year	Rate per 1,000 gallons
2019	\$1.44
2020	\$1.60
2021	\$1.63
2022	\$1.82

After 2022, Evanston anticipates that rate increases will be normalized. The Village would only be responsible to pay for improvements that are directly related to the facilities that provide service to the Village. This would include any improvements to the four identified transmission mains or improvements to the water plant. Capital improvements that would not affect the rate include things such as replacement of distribution water mains, water meters, or any transmission main not included in the rate model. Evanston anticipates that based on their normal annual capital expenditures, the Village would see an increase of approximately 2% per year.

On July 28, 2017 staff met with representatives from Evanston to preliminarily discuss the terms of a water supply contract. One item that is included in Evanston’s recent contract with Niles/Morton Grove is distributing capital costs over multiple years if the total rate increase were to be more than 4%. This provides an assurance that rates will not spike in a single year because of improvements to the Evanston system. Staff indicated that the Village would request a similar clause.

Transmission Main Capital Costs

The Village’s engineering firm, Christopher B. Burke Engineering, Ltd. (CBBEL) estimates the cost for constructing a transmission main to Oakton Street to be approximately \$7,814,000, including engineering costs. This cost includes a 25% contingency to account for potential unforeseen construction costs and a 15% estimated budget for engineering. Connecting to the Evanston system at Oakton Street would require constructing approximately 10,180 feet of 20-inch water main, including boring under the North Shore Channel. A map of the current proposed route, which would be evaluated in a forthcoming route study, is attached to this memorandum.

Table 3 demonstrates the estimated savings the Village would achieve by purchasing water from Evanston compared to Chicago, beginning in 2020 as that is the anticipated first full year of service from Evanston. The savings is based on an average usage of 1.5 million gallons per day (MGD) and assumes that both wholesalers would increase the cost of their water by 2% per year.

	2020	2021	2022	2023	2039 (Debt Free)
Rate Savings to Village	\$1,291,479	\$1,318,368	\$1,261,313	\$1,286,540	\$1,766,147
Annual Debt Service**	\$550,000	\$550,000	\$550,000	\$550,000	\$0
Remaining Savings	\$741,479	\$768,368	\$711,313	\$736,540	\$1,766,147

*The rate that the Village would pay to Evanston is an estimate and may change based on construction costs.

**Debt service for the Lincolnwood portion of the transmission main and assumes a 3% interest rate.

Staff anticipates financing the project through the use of an IEPA low interest loan that will be paid over 20 years using the savings obtained from purchasing water at a lower wholesale rate. These loans are intended to be used for improvements to municipal water systems and are provided at an interest rate that is lower than what can be obtained in the bond market. The Village successfully utilized an IEPA low interest loan for the water meter replacement project conducted in 2008. After the April 19, 2017 Water Fund Workshop, the Village Engineer submitted a pre-application to the IEPA to begin the process of securing funds. The IEPA has indicated that there are more requests than available funds, so if the project were to be delayed by the loan process, staff would review the possibility of the Village issuing a bond to pay for the capital improvements.

A likely route for the transmission main would be within a portion of the Metropolitan Water Reclamation District’s (MWRD) right-of-way. The Village Engineer has reached out to the MWRD to determine if there would be any cost associated with acquisition of an easement for the construction of a transmission main. MWRD has not yet provided information on this matter, but any costs associated with an easement would be refined during the route study, when a route is finalized.

If the Village Board were to approve a water purchase contract with Evanston, staff would recommend freezing the water rate for the first three years for customers and also use the remaining savings associated with the lower wholesale water rate to fund future improvements to the Lincolnwood water system, such as targeted replacement of water mains. Evanston has indicated that they would pursue an agreement with an initial term of 39 years which is the maximum term for agreements associated with a public works project under Illinois law; over which time, the Village would have a savings of approximately \$54.9 million, compared to continuing to purchase water from Chicago.

Proposed Timeline

Table 4. Proposed Timeline		
Date	Milestone	Estimated Cost*
Sep., 2017	Route Study Commences	\$102,900
Dec., 2017	Water Purchase Agreement with Evanston Executed	n/a
Jun., 2018	Phase II Engineering Commences	\$445,900
Dec., 2018	Water Purchase Agreement with Chicago Expires	n/a
Summer, 2019	Construction Commences	\$7,265,200
Winter, 2019	Begin Purchasing Water from Evanston	n/a

*Total project cost: \$7,814,000 for all phases; however there are potential unknown costs such as an easement from MWRD

Staff Direction

Staff is seeking direction from the Village Board on whether the Village should begin negotiations with the City of Evanston on a water purchase contract and solicit a proposal from CBBEL for conducting a route study due to their intimate knowledge of the project, the Village’s water distribution system, and their involvement in the negotiations.

Attachments

- April 19, 2017 Water Fund Workshop Minutes and Memo
- Map of current proposed route
- Presentation

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
AUGUST 15, 2017**

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 5:47 P.M., Tuesday, August 15, 2017, 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 Bass, Trustees Nickel, Halevi, Patel, Spino, Sugarman (6:05)

ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Steven Elrod, Village Attorney; Heather McFarland, Management Analyst; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Community Development Director; Andrew Letson, Public Works Director; Nadim Badran, Assistant to the Public Works Director; Doug Hammel, Community Development Manager; Robert Merkel, Finance Director; Ben Harris, Accountant; Robert LaMantia, Police Chief

Approval of Minutes

Minutes of the July 18, 2017 Committee of the Whole meetings were distributed in advance of the meeting and were examined. Trustee Ikezoe-Halevi moved to approve the minutes. Trustee Nickel seconded the motion. The motion passed with a Voice Vote

Regular Business

1. Discussion Concerning Televising Additional Village Commission Meetings

The item was presented by Mr. Meyer using PowerPoint.

Current Broadcasts

*Village Board and Committee of the Whole

*Plan Commission

*Zoning Board of Appeals (ZBA)

***Viewership**

- 320 Live Viewers per month
- 240 On - Demand Viewers per month

Additional Broadcasts

***Traffic Commission**

- 11-12 Meetings per year
- \$650 annual expense to broadcast Traffic Commission
- No new staff needed

Of nine communities surveyed only one (Hinsdale) broadcasts Traffic Commission Meetings

***All Public Meetings**

- 52 meetings per year
- \$3,100 annual expense to broadcast all public meetings
#Currently it costs \$2,150 to broadcast the Village Board, Plan Commission and ZBA
- Additional staff needed for daytime meetings and possibly to serve as back-up

*The costs for televising each of the six commissions for the year was presented with the total cost being \$3,877.54

*Seventeen communities were surveyed: All televised Village Board Meetings, only Hinsdale televises most of their commissions, Evanston televises three additional meetings and the others no more than two.

Requested Direction

*Staff is seeking direction regarding the broadcasting of additional meetings

*If additional broadcasting is approved:

- Traffic Commission can be implemented as of September, 2017
- All other Boards and Commissions would be implemented no later than October 2017

Discussion ensued with clarification from Mr. Meyer and Mr. Wiberg

Consensus was for staff to attend these meetings and discuss the possible televising of the meetings.

2. Discussion Concerning a Potential Water Supply Contract with the City of Evanston

This item was presented by Mr. Letson using PowerPoint.

This is an update to the April workshop. The focus was on the city of Evanston.

For many years water was obtained cheaply from Chicago. In 2008 Chicago began regular raising of rates.

Purpose of Discussion

To obtain direction regarding whether to negotiate a water purchase contract with the city of Evanston and to obtain a proposal from the Village Engineer to conduct a route study.

Chicago sells water wholesale to over 120 municipalities either individually or through water agencies. Chicago's wholesale rate must be the same for all customers.

The existing connection to Chicago was exhibited.

Chicago's water rate history was presented from 2002 through 2017.

Alternative Suppliers

- *Examined potential alternative water supplier options with Evanston, Skokie and Wilmette.
- *After extensive review, staff concluded that purchasing water directly from Evanston is the most cost effective.

April 19, 2017 Water Fund Workshop

- *Discussed the various supplier alternatives
- *Evanston proposal - \$2.34 per 1,000 gallons
 - Included a connection point at Oakton and McCormick
- *Village Board directed staff to evaluate an alternative connection point at Emerson Street
 - Evanston will not allow connection at Emerson due to concerns with the existing transmission pipe's capacity during peak periods of demand and available space for a meter vault

Evanston's Rate Model

- *Rate is based on the American Water Works Association (AWWA) M1 Manual – Industry Standard
- *Rate is calculated based on their operating costs and the value of their infrastructure impacted by the Village's water use
- *Rate is broken into three categories
 - Operations and Maintenance
 - Depreciation
 - Return on Rate

Rate Proposal Time

- *May 5, 2017 – Evanston submitted an amended offer that reduced the required transmission mains to be proportionally funded (from all mains 12 inches and larger to six)
 - Reduced rate to \$1.56/1,000 gallons
- *June 7, 2017 m- Village provided a counter offer that reduced the number of transmission mains to four.
 - Two mains appeared redundant – reduced rate to \$1.44/1,000 gallons

Evanston's current offer was presented:

2019 - \$1.44

2020 - \$1.60

2021 - \$1.63

2022 - \$1.82

*In 2020 and 2022, Evanston anticipates completing two major capital improvements (replacement of a clear well and an intake pipe) at a value of \$45 million.

*Values for each component of the rate are examined annually as part of a true-up process, based on Evanston's Comprehensive Annual Financial Report and each community's actual usage.

*Rate increases are based on actual increases in operational costs or the value of physical assets

- Evanston anticipates approximately 2% increases each year
- Niles/Morton Grove agreement with Evanston distributes rate increases greater than 4% over multiple years to prevent spikes in the rate

Village's Capital Cost Estimate

*Route from Oakton/McCormick to Lincolnwood water reservoir

- Approximately 2 miles of 20 inch water main

*Estimated \$7,814,000 for construction and engineering

*Route would likely be within a portion of the MWRD right-of-way

- Village Engineer is determining required easements and any costs
- Costs for an easement would be determined during the route study

Estimated annual savings were presented – Debt free 2039.

Estimated Savings

*Niles/Morton Grove agreement has a term of 39 years, staff anticipates pursuing a similar term

- Maximum length under Illinois law

*Savings over 39 years: \$54.9 million

Questions from committee members with clarification from Mr. Wiberg and Mr. Letson.

Financing Options

*Illinois Environmental Protection Agency (IEPA) low interest loan

- 20 year loan
- Paid for through wholesale water rate savings
- Typical interest rate 2.5%
- IEPA has indicated that the program is underfunded based on the number of projects, which could delay our project
- Pre-application has been submitted

***Bond**

- 20 year term
- Paid for through wholesale water rate savings
- Interest rate between 2.8% and 3%
- Shorter timeframe than IEPA loan

Staff will continue to pursue the IEPA loan and if it appears that the project will be significantly delayed, bonding will be further evaluated.

A proposed timeline was presented, running from September 2017 to winter 2019, at which time the Village should begin purchasing water from Evanston.

Staff Direction

Should the Village begin negotiations with the City of Evanston for a water purchase contract and solicit a proposal from the Village Engineer (Burke) for conducting a route study.

Consensus:

All ayes to go ahead. Staff will return to the Board with a proposal from Christopher Burke.

3. Discussion Concerning Proposed Amendments to the Village Code Relating to Commercial Vehicle Parking

This item was presented by Police Chief LaMantia who provided background information. The following were presented for approval.

*Take out non-permanent equipment and just include requirements that vehicles (regardless of whether they are commercial vehicles or not) may not be taller than 8'6" or 21' in length.

- Any equipment added to the vehicle – i.e. ladder racks etc. will be included in the calculation of the height and length (for example, if a vehicle was 8'5" in height and had a ladder rack on top of it that made the total vehicle height 9', it would be in violation

*Panel vans should be considered commercial vehicles and should be limited to one per residential driveway. The definition should include the following: a van with no rear seating and no rear passenger windows.

Consensus was agreement.

Adjournment

At 7:15PM Trustee Spino moved to adjourn Committee of the Whole, seconded by Trustee Patel.
The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman

Beryl Herman

Village Clerk

Alternative Water Supplier Water Supply Agreement

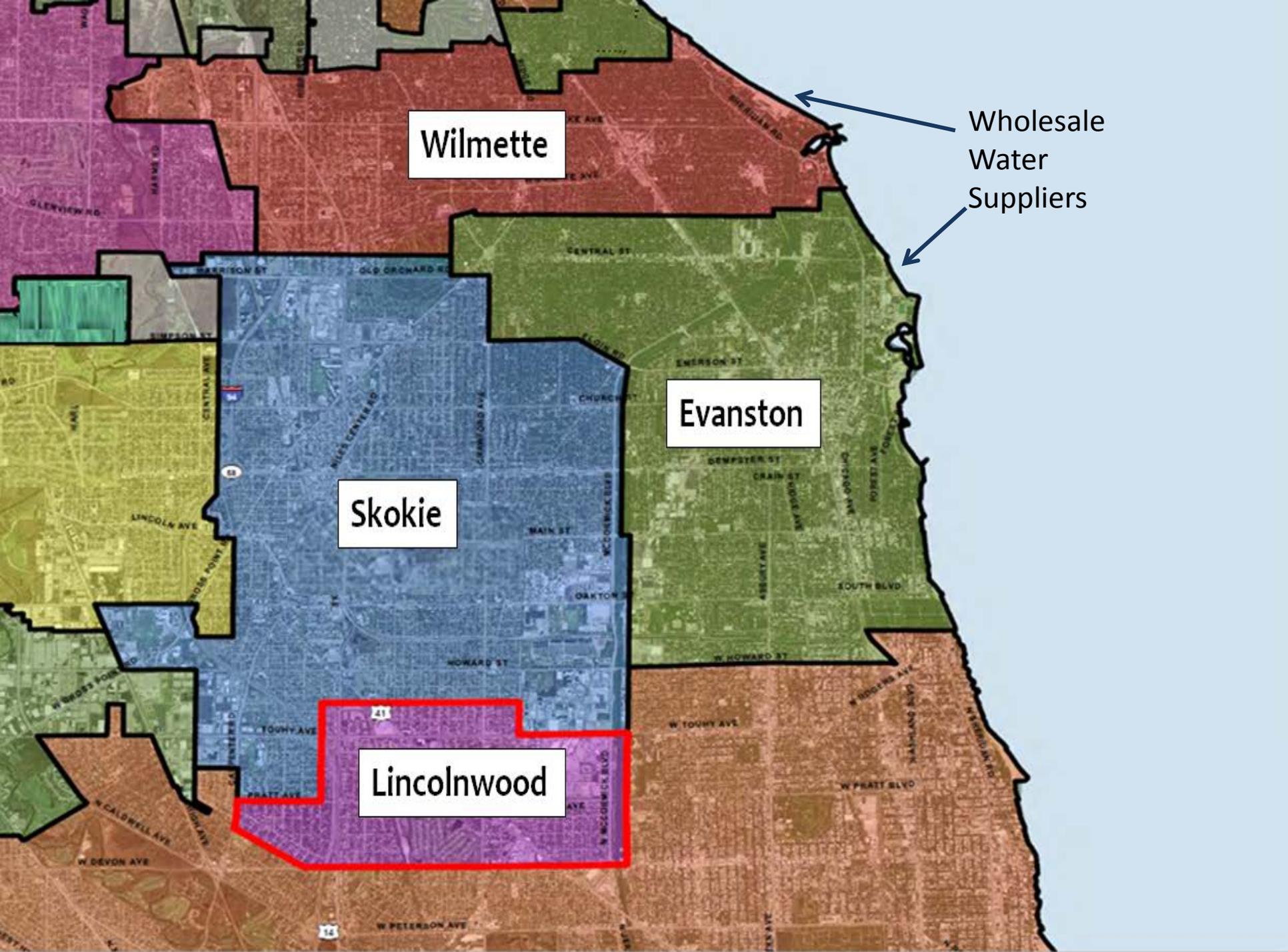
May 1, 2018

Background

- The Village currently purchases potable water from the City of Chicago
- Since 2008, Chicago has increased wholesale water rates by \$2.61 per 1,000 gallons
 - \$1.33 to \$3.94 (as of July 1, 2018) – nearly 200%
- In response, the Village has been evaluating the possibility of purchasing water from an alternative supplier

Alternative Suppliers

- Examined potential alternative water supplier options with Evanston, Skokie, and/or Wilmette
- After extensive review, staff concluded that purchasing water directly from Evanston is the most cost effective
- On August 15, 2017 the Village Board directed staff to negotiate a contract and begin conducting a route study



Wilmette

Evanston

Skokie

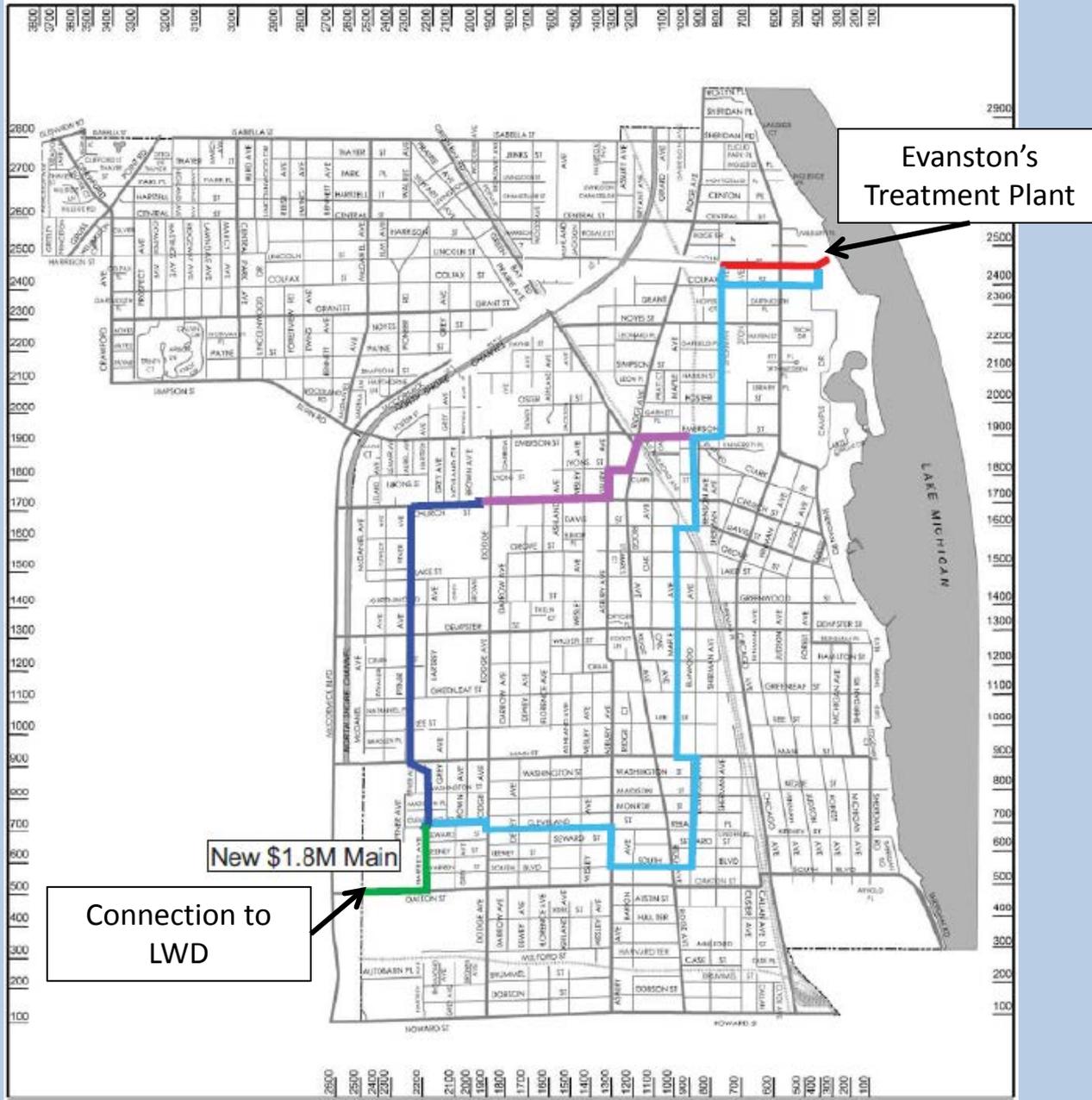
Lincolnwood

Wholesale
Water
Suppliers

Evanston's Rate Model

- Rate is based on the American Water Works Association (AWWA) M1 Manual – industry standard
- Rate is calculated based on their operating costs and the value of their infrastructure impacted by the Village's water use
- Rate is broken into three categories
 - Operations and Maintenance
 - Depreciation
 - Return on Rate

City of Evanston Water Mains Serving Lincolnwood



Wholesale Water Rate

Category	Description	Rate*
Operation and Maintenance	All costs associated with operating and maintaining the Evanston system. Broken out proportionally based on actual usage.	\$0.40
Depreciation	Depreciation of assets: the water transmission plant, Evanston transmission mains and the transmission main dedicated to Lincolnwood. Shared infrastructure is divided proportionally by IDNR allocation of Lake Michigan water.	\$0.12
Return on Rate	Cost of each wholesale customer's share of making improvements to the Evanston system based on the value of those assets multiplied by the "Fair Value Rate" (10%) to cover debt service and provide a profit to the wholesaler.	\$0.92
Total Rate		\$1.44

*Rate shown is for 2019, which is the year connection is anticipated

Wholesale Water Rates

Year	Evanston Rate	Chicago Rate	Difference
2019	\$1.44	\$3.94	\$2.50
2020	\$1.60	\$4.02	\$2.42
2021	\$1.63	\$4.10	\$2.47
2022	\$1.82	\$4.18	\$2.36

- In 2020 and 2022, Evanston anticipates completing two major capital improvements (replacement of a clear well and an intake pipe) at a value of \$45 million
- Future Chicago rates are unknown, but are tied to increases in the CPI, 2% increases are assumed

Future Rate Adjustments

- Values for each component of the rate are examined annually as part of a true-up process based on Evanston's Comprehensive Annual Financial Report and each community's actual usage
- Rate increases are based on actual increases in operational costs or the value of physical assets
 - Evanston anticipates approximately 2% increases each year
- Rate Smoothing
 - Increases are capped at 4% per year
 - Increases greater than 4% will be spread out over future years

Estimated Savings

Estimated Annual Savings				
	2020	2021	2022	2023
Water Supply Savings	\$1,281,964	\$1,308,663	\$1,251,415	\$1,276,443
Annual Debt Service for Transmission Main	\$710,000	\$710,000	\$710,000	\$710,000
Remaining Savings	\$571,964	\$598,663	\$541,415	\$566,443

- 2020 is anticipated to be the first full year of service from Evanston
- Estimated savings are based on the Village's 2017 water usage and assumes 2% increases in Chicago's wholesale water rate
- Debt service for the Village's transmission main, which will transport the water from Evanston, will vary depending on the actual cost of construction – the high end of the range is demonstrated

Additional Contract Terms

- All contract terms are the same as what was presented on August 15, 2017 or are included in Evanston's form agreement
- Contract Length
 - Initial Term: 39 years
 - Automatic renewals every 10 years
 - LWD must provide 5 years notice if intending cancel the contract
- Evanston will construct a transmission main from their south water tower to the delivery point
 - Evanston will be responsible to maintain this transmission main

Additional Contract Terms

- Evanston will provide water at 40-50 PSI
 - LWD will continue to control pressure in the distribution system
- Evanston and LWD will provide each other with real time flow, pressure, and reservoir data
- LWD will be able to exit the agreement if the cost of the transmission main makes the project infeasible

Existing Chicago Contract/Connection

- Existing contract expires on 12/31/2018
- Current connection is at Crawford/Devon Aves
- Staff recommends maintaining an emergency interconnection – if Chicago agrees

Direction Requested

- Staff is seeking direction regarding the proposed water supply agreement. If the Village Board desires, the agreement will be placed on a future Village Board meeting agenda for consideration.



MEMORANDUM

TO: President Bass
Village Board of Trustees

FROM: Doug Hammel, AICP
Development Manager

DATE: May 1, 2018

SUBJECT: Presentation of the 2016-2018 Plan Commission Biennial Report to the Village Board

Attached to this memorandum is the 2016-2018 Plan Commission Biennial Report. The report highlights the activities of the Plan Commission since the last Biennial Report provided in September 2016.

This report was reviewed and approved by the Plan Commission during its April 4, 2018 regular meeting. At that time, Commissioners reviewed the information presented by staff and provided comments regarding specific comments or questions for the Village Board.

RECOMMENDATION

Staff recommends the Village Board provide any comments regarding the information provided and move to approve the 2016-2018 Plan Commission Biennial Report.

Documents Attached

1. 2016-2018 Plan Commission Biennial Report
2. Committee of the Whole PowerPoint Presentation

Village of Lincolnwood

Village Board Committee of the Whole

Commission: Plan Commission

Chairperson: Mark Yohanna
Suzanne Auerbach
Steven Jakubowski
Henry Novoselsky
Anthony Pauletto
Don Sampen
Adi Kohn

Previous Plan Commission Members who Served During This Report Period:
Irving Fishman
Patricia Goldfein

Summary of Significant Activities of the Previous Two Years:

- Held 16 Public Hearings between October 2016 and March 2018, including Public Hearings and Workshops.
- Considered 19 Distinct Requests:
 - Five Text Amendments
 - Warehouse and Self-Storage Uses in the M-B and O Districts
 - Residential First Floor Height Calculation
 - Natural Screening
 - Building Area Related to Two-Car Garages
 - Signs in Public Parks in the P District
 - Two Combined Text/Map Amendments
 - Devon Avenue Retail Overlay Zone
 - Auto Uses Overlay Zone in the O District
 - One Special Use Only
 - Trade School in the O District
 - Four Special Uses with Variations or Special Signs
 - 4320 Touhy Avenue (multi-tenant shopping center with a Starbuck's)
 - 6428 Ridgeway Avenue (Big Fish packaged liquor facility)
 - 6755 Cicero Avenue (Stefani Prime Restaurant: original approval and subsequent approvals)
 - 6733-35 Lincoln Avenue (three-story mixed-use project: withdrawn at Village Board)
 - Three Plats of Subdivision/Consolidation
 - SD 74 Campus
 - 6649 Lincoln Avenue (Lou Malnati's)
 - 7080 McCormick Boulevard (Grossinger inventory lots)
 - Two Plats with Other Approvals

- 6530 Lincoln Avenue (Teacher Resource Center and Hatzalah Emergency Response Service)
- 3900-3910 Devon Avenue (Sacred Learning Center and related parking lot development)
- One Reasonable Accommodation
 - 6435 Christiana Avenue
- One Rezoning with Other Approvals
 - 7250 Cicero Avenue (Proposed Hyatt Hotel: denied by Plan Commission, request withdrawn prior to Village Board consideration)

FY 2018-2020 Anticipated Activities/Goals

- Conduct a comprehensive review and undertake necessary amendments to the Sign Ordinance
- Amend the Zoning Ordinance to improve the general clarity and presentation of various Code requirements
- Review and comment on the North Gateway Sub-Area Plan
- Review and recommend concept plans and requested zoning approvals for the Lincoln-Touhy Triangle site

Specific Questions or Comments for the Village Board:

- In the opinion of the Village Board, is the Plan Commission spending an appropriate amount of time reviewing cases?
- It is recommended that the Village review its Codes to address barriers to investment in properties. Specifically, the Fire Sprinkler Ordinance was discussed as imposing excessive costs on home renovations. (It was clarified that, while this comment would be conveyed to the Village Board, review of the Building Code related to this issue would not be heard by the Plan Commission since it is not under their purview.)
- It is recommended that the Village review the standards related to the O, Office District where it abuts residential districts, especially on the west side of Cicero Avenue

**Committee of the Whole
Discussion:**

**2016-2018 Plan Commission
Biennial Report**

Discussion

Plan Commission Biennial Report

Background

- Last Plan Commission Biennial Report given in October 2016
- 2016-2018 Report provides information related to:
 - Actions undertaken by each commission
 - Nature of the cases or requests heard
 - Goals for the next 2 years
 - Questions or comments for the Village Board
- Draft Report was discussed by the Plan Commission at its April 4, 2018 meeting

Key Statistics

- Between October 2016 and March 2018:
 - 16 Public Hearings
 - 5 Text Amendments
 - 4 requests with Special Uses and Variations
 - 3 Plats of Subdivision/Consolidation
 - 2 Map/Text Amendments
 - 2 Plats with special Use and/or Variation Approvals
 - 1 Special Use request
 - 1 Reasonable Accommodation

Plan Commission Goals: 2018-2020

- Conduct a comprehensive review and undertake necessary amendments to the Sign Ordinance;
- Amend the Zoning Ordinance to improve the general clarity and presentation of various Code requirements;
- Review and comment on the North Gateway Sub-Area Plan; and
- Review and recommend concept plans and requested zoning approvals for the Lincoln-Touhy Triangle site

Comments/Questions to the Village Board

- Is the Plan Commission spending an appropriate amount of time on cases?
- Recommends review of certain code requirements that add cost to property improvements
 - Specifically mentioned Fire Sprinkler Ordinance
- Recommends reviewing standards of the O Office District and impacts on residential districts, especially on the west side of Cicero Avenue

Requested Action

- Discussion of 2018-2020 Plan Commission goals and questions/comments to the Village Board
- Approval of the 2016-2018 Plan Commission Biennial Report



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., MAY 1, 2018**

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 1. Village Board Minutes – April 3, 2018
 2. Village Board Minutes – April 17, 2018
- V. Warrant Approval**
- VI. Village President’s Report**
 1. Swearing in of Police Chief Jason Parrott
- VII. Consent Agenda** (If anyone wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the Village Manager, and the matter will be removed from the Consent Agenda and added to Regular Business.)
 1. Approval of a Resolution Adopting Prevailing Wages Effective May 1, 2018 for the State of Illinois Prevailing Wage Act (Appears on Consent Agenda Because it is a Routine Function of Government)
 2. Approval of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Approving a Reduction in the Required Side Yard Setback to Allow the Demolition of a Legal Non-Conforming Garage and Construction of a New Garage in the Same Location at 6609 North Kolmar Avenue (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)
- VIII. Regular Business**
 3. Consideration of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Approving Variations from the Zoning Code to Permit Natural Screening Over Four-Foot-Tall in a Front Yard Setback, a Terrace/Patio and Decorative Wood Posts as Permitted Obstructions in a Front Yard Setback, Business Operations Outside of an Enclosed Building, a Side Yard Setback less than Ten Feet (10’) for Wooden Planters and a Front Door Canopy, a Bike Storage Canopy as a Permitted Obstruction in a Side Yard Setback, and Denying a Variation for a Vestibule within a Side Yard Setback, all in the MB Zoning District, for the property at 7001 North Ridgeway Avenue
 4. Consideration of A) a Resolution Approving a Memorandum of Agreement with Romspen Club Holdings, Inc. and B) an Ordinance Repealing Ordinance No. 2018-3321 Pertaining to the Former Purple Hotel Site Located at 4500-4560 W. Touhy Avenue and 7350 N. Lincoln Avenue

5. Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2018 to April 30, 2019
6. Consideration of a Resolution Establishing Certain Annual Fees to be Charged by the Village During Fiscal Year 2018-2019

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Report

XIII. Public Forum

XIV. Closed Session

A Closed Session is Requested to Discuss Purchase or Lease of Property Per Section 2(c)(5) and Personnel Per Section 2(c)(1)

XV. Adjournment

DATE POSTED: April 27, 2018

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 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 or on the Lincolnwood Mobile App.

4. Consideration of the Following Items Concerning Liquor Licenses: A) An Ordinance to Amend Chapter 10 of the Village Code Regarding the Addition of a New Class A-1 Liquor License B) A Resolution Amending the Fee Resolution to Add the Class A-1 Liquor License

This item was presented by Mr. Wiberg.

At the February 20, 2018 Committee of the Whole meeting the discussion requesting a new class of liquor license which would allow “90 Miles” to stay open until 3AM. Attorney Elrod and Mr. McNellis worked on this request. This Ordinance creates a Class A1 license. This would reduce the number of Class A licenses by one. This license would be issued by the Mayor as liquor commissioner.

Discussion and questions ensued with clarification by Mr. Elrod.

Items A and B will be considered as omnibus.

Trustee Hlepas Nickell moved to approve both items, seconded by Trustee Patel.

Upon Roll Call the Results were:

AYES: Trustees Hlepas Nickell, Patel, Sugarman, Ikezoe-Halevi, Spino, Cope

NAYS: None

The motion passed.

5. Consideration of a Resolution Approving an Agreement with the City of Evanston for the Purchase of Potable Water

Attorney Elrod stated that if the Board wishes further review of the item that is possible. President Bass stated that due to the nature and length of the legal document and considering that he had no awareness of any status of any steps or the details. He noted that it is the first time that he saw the agreement going into a holiday weekend and he thinks it needs deep evaluation and review.

Trustee Cope suggested that the Board need more time to analyze this. He believes this should be tabled. This is a 39 year agreement and needs to be carefully looked at.

Trustee Hlepas Nickell feels that Staff needs to identify the methods used to reach decisions and to demonstrate how bids for the engineering were received.

Trustee Cope moved to Table these items and to include a report from Staff seconded by Trustee Hlepas Nickell.

Upon Roll Call the Results were:

AYES: Trustees Cope, Hlepas Nickell, Sugarman, Spino, Ikezoe-Halevi

NAYS: Trustee Patel

The motion passed.

Trustee Patel stated that his “NAY” vote was the result of no date being identified for this discussion. He does not want this to go on for a long period. At what Committee of the Whole will this be discussed?

The date settled on was May 1, 2018.

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

On Friday, April 6, the Coming Together in Niles Township group will be holding an event here in Council Chambers. Rohina Malik, a comedian and story teller will be the presenter from the Muslim American Community.

Trustees Reports

None

Public Forum

Resident Pam Lefkowitz questioned the progress being made on the contract of the Village Manager. There was no response.

Adjournment

At 8:20 PM Trustee Spino moved to adjourn the meeting to Closed Session for the purpose of discussing Purchase or Lease of Property Per Section 2(c)(5) and Personnel Per Section 2(c)(1), seconded by Trustee Hlepas Nickell.

Upon Roll Call the results were:

AYES: Trustees Spino, Hlepas Nickell, Cope, Patel, Sugarman, Ikezoe-Halevi

NAYS: None

The motion passed.

Reconvention

At 9:40 PM Mayor Bass reconvened the Regular Meeting.

Adjournment

At 9:41 PM Trustee Sugarman moved to adjourn the Regular Meeting, seconded by Trustee Spino
The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

Mary is the consummate professional and point person for the Lincolnwood Police Department's administration. She has consistently demonstrated an incredible work ethic with strong attention to detail. She has been a self-sacrificing team player and is willing and able to pitch in and assist with any Police Department program or project.

Mary has earned 13 commendatory letters and received a department award in 1991 for her assistance in communications during a hostage situation at a local bank.

American Legion member Daisy Rivera presented Ms. Liss with the award on behalf of American Legion Post #1226.

Ms. Liss thanked her family, co-workers and members of the Village Board.

5. Proclamation of Interim Police Chief Bruce Rottner

President Bass read the proclamation into record recognizing and thanking Interim Chief Bruce Rottner for his service to the community. President Bass invited Interim Chief Rottner to the podium. Interim Chief Rottner thanked staff and the Village Board for the opportunity to serve the community.

6. Vehicle Burglaries

On April 13, 2018 at approximately 0416 hours, (midnight shift) Detective Luis Nunez was working a burglary to motor vehicle detail and observed subjects on driveways in the 6500 block of Kimball Avenue. The subjects fled and entered a black Lincoln Navigator that was parked in front of an address in the 6600 block of Kimball Avenue. The vehicle had been entered as stolen the previous day by the Des Plaines Police Department. All four offenders were taken into custody. A fifth offender fled the area. There was a loaded 9mm Smith and Wesson firearm recovered from inside of the vehicle.

Detective Nunez apprehended the offenders in the stolen vehicle prior to them starting their crime spree of burglary to motor vehicles and stealing cars. They were going to target vehicles in which the doors were unlocked and key/fob left inside. No reported crimes from that area came in the next day.

Detective Nunez's aggressive patrol tactics led to the recovery of a stolen vehicle, an illegal firearm being taken off the streets and the arrest of four offenders.

Detective Nunez should be recognized for his initiative, quality of work, efficient use of time and knowledge of work.

7. Parks Clean-up

With the summer beginning, we have a lot to look forward to in the Village, including everyone being able to spend time outdoors in the Village's parks and multi-use paths. Our Public Works and Parks and Recreation Departments want to remind residents to help us keep the parks clean by throwing away any food or wrappers when in the park. By helping us keep waste out of the parks, it helps to prevent raccoons and opossums from visiting our parks as well.

Consent Agenda

1. Approval of a Resolution Adopting the Strategic Master Technology Plan for Fiscal Year 2018-2019

2. **Approval of an Ordinance Approving a Second Amendment to the Lease Between the Village and Grossprops Associates, LLC for Village-Owned Land at the Corner of Touhy and Keating Avenues**
3. **Approval of an Ordinance Waiving the Competitive Bidding Process and Awarding a Contract to Lauterbach and Amen, LLP, Certified Public Accountants to Provide the Annual Auditing Services for the Village for the Fiscal Years Ended April 30, 2018 to 2021 in the Not-to-Exceed Amounts Indicated in the Proposed Fee Schedule**
4. **Approval of an Ordinance Authorizing Reallocation of Unused Private Activity Bond Volume Cap Allocation**
5. **Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Amending Previously-Adopted Ordinance No. 2017-3265 as it Relates to a Special Sign Approval and Variations for the Pole/Pylon Sign and Wall Sign**
6. **Approval of a Resolution Authorizing the Purchase of Five (5) Panasonic Laptop Computers and Five (5) Havis Laptop Docking Stations from CDS Office Systems, Inc. in the Amount of \$27,825.00**

Trustee Patel requested that consent item #6 be removed and placed as Item #8 under Regular Business.

Trustee Hlepas Nickell moved to approve the Consent Agenda as amended. The motion was seconded by Trustee Ikezoe-Halevi.

Upon Roll Call the results were:

AYES: Trustees Sugarman, Spino, Hlepas Nickell, Ikezoe-Halevi, Cope and Patel

NAYS: None

The motion passed.

Regular Business

7. **Consideration of 1) a Recommendation by the Plan Commission to Adopt a Resolution Approving the Final Plat of Consolidation for 3900-3910 West Devon Avenue; 2) an Ordinance Approving a) a Special Use for Parking in the Front and Corner Side Yards, b) a Variation Related to Parking Lot Screening, c) a Variation Related to a Monument Sign at 3910 West Devon Avenue, d) Existing Parkway Parking to Remain on Proesel Avenue, e) a Four-Foot Wide Public Sidewalk Along the Proesel Avenue Frontage Adjacent to 3910 West Devon Avenue; and f) General Terms of a Licensing Agreement between the Village of Lincolnwood and Sacred Learning NFP, Property Owner, Related to the Parkway Parking on Proesel Avenue Adjacent to 3910 West Devon Avenue**

This item was presented by Mr. Doug Hammel via PowerPoint. Mr. Hammel stated that the subject property is 3900 W Devon Avenue. They have recently purchased 3910 W Devon Avenue in order to develop a parking lot to support the religious institution. They are proposing to remove the existing building on the site of 3910 W Devon Avenue to add a parking lot but also to maintain the original parking on the site of 3900 W Devon Avenue. The first consideration is to approve a final plat of consolidation for 3900-3910 W Devon Avenue. A hard copy of the final plat was provided to the Board at the dais. The additional approvals are related to zoning approvals required for the

development. He highlighted a few: 1. The Ordinance includes an easement related to maintenance of a sidewalk installed by the petitioner; 2. The parkway parking to remain along Proesel Avenue to guide the operations of the parking lot as public parking which will be used to guide a license agreement with specific terms which will be executed in final form by the Village Manager; and the building permit will not be approved without an executed license agreement.

Trustee Patel who asked who would be responsible for plowing of the parkway parking. Mr. Hammel noted that it would be the petitioner's responsibility.

Trustee Hlepas Nickell asked if a time limit for the vehicles being parked on the parkway parking will be established.

Mr. Hammel noted that there are no time limits which are consistent with how parkway parking is normally handled.

Trustee Cope asked who the claims for liability would fall on. Attorney Passman stated that this would be addressed in the license agreement.

Trustee Cope moved to approve the Final Plat of Consolidation for 3900-3910 West Devon Avenue; 2) an Ordinance Approving a) a Special Use for Parking in the Front and Corner Side Yards, b) a Variation Related to Parking Lot Screening, c) a Variation Related to a Monument Sign at 3910 West Devon Avenue, d) Existing Parkway Parking to Remain on Proesel Avenue, e) a Four-Foot Wide Public Sidewalk Along the Proesel Avenue Frontage Adjacent to 3910 West Devon Avenue; and f) General Terms of a Licensing Agreement between the Village of Lincolnwood and Sacred Learning NFP, Property Owner, Related to the Parkway Parking on Proesel Avenue Adjacent to 3910 West Devon Avenue, seconded by Trustee Spino.

Attorney Passman clarified that the Ordinance being approved is the amended version which has a change to Section 6 D regarding the trigger for when the license has to be signed which is when the building permit for construction is issued.

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Spino, Hlepas Nickell, Ikezoe-Halevi, Cope and Patel

NAYS: None

The motion passed.

8. Consideration of a Resolution Authorizing the Purchase of Five (5) Panasonic Laptop Computers and Five (5) Havis Laptop Docking Stations from CDS Office Systems, Inc. in the Amount of \$27,825.00

Trustee Patel noted that he asked for the item to be moved to Regular Business because he has received questions from the public as to the cost of the laptops and docking stations

Trustee Patel moved to approve the Purchase of Five (5) Panasonic Laptop Computers and Five (5) Havis Laptop Docking Stations from CDS Office Systems, Inc. in the Amount of \$27,825.00, seconded by Trustee Sugarman.

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Spino, Hlepas Nickell, Ikezoe-Halevi, Cope and Patel

NAYS: None

The motion passed.

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

None

Public Forum

None

Adjournment

At 8:30 PM Trustee Sugarman moved to adjourn the meeting to Closed Session for the purpose of discussing Purchase or Lease of Property Per Section 2(c)(5) and Personnel Per Section 2(c)(1), seconded by Trustee Hlepas Nickell.

Upon Roll Call the results were:

AYES: Trustees Sugarman, Spino, Hlepas Nickell, Ikezoe-Halevi, Cope and Patel

NAYS: None

The motion passed.

Reconvention

At 10:49 PM Mayor Bass reconvened the Regular Meeting.

Adjournment

At 10:50 PM Trustee Patel moved to adjourn the Regular Meeting, seconded by Trustee Spino. The motion passed with a Voice Vote

Respectfully Submitted,

Ashley Engelmann
Deputy Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: April 27, 2018

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

05/01/2018	289,272.03
05/01/2018	26,556.40
05/01/2018	27,583.31
05/01/2018	263,481.64
05/01/2018	66,599.73
05/01/2018	12,896.06
Total	<hr/> \$ 686,389.17

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 04/23/2018 - 2:25PM
Batch: 00100.05.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10517360-00	4/5/2018	127.44	0.00	05/01/2018	
					205-430-515-5730 Program supplies
					Cutters for Proesel Park
					10517360-00 Total:
		127.44			
					Active Electrical Supply C
		127.44			
American First Aid Services					
AFAS INC					
62886	4/9/2009	94.50	0.00	05/01/2018	
					101-400-511-5730 Program supplies
					First Air supplies/PW
					62886 Total:
		94.50			
62888	4/1/2009	65.50	0.00	05/01/2018	
					205-571-515-5730 Program supplies
					First Air supplies/Community Center
					62888 Total:
		65.50			
62889	4/9/2009	38.50	0.00	05/01/2018	
					205-500-515-5700 Office supplies
					First Air supplies/Village Hall
					62889 Total:
		38.50			
62890	4/9/2009	44.90	0.00	05/01/2018	
					101-200-511-5599 Other contractual
					First Air supplies/Village Hall break room
					62890 Total:
		44.90			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
	American First Aid Service	243.40			
American Floor Show AMERICAF 21440	3/31/2018	2,291.85	0.00	05/01/2018	Replacement of Carpet for Police Dept
101-420-511-5405 R&M - buildings					
21440 Total:		2,291.85			
American Floor Show Tota		2,291.85			
Anderson Lock ANDERSON 970838	3/27/2018	84.99	0.00	05/01/2018	Key, cylinder, new lock for Village Presidents office
101-420-511-5405 R&M - buildings					
970838 Total:		84.99			
972108	4/10/2018	18.00	0.00	05/01/2018	Keys for Village President Office
101-420-511-5405 R&M - buildings					
972108 Total:		18.00			
Anderson Lock Total:		102.99			
Avalon Petroleum AVALON 570031	3/23/2018	2,872.36	0.00	05/01/2018	Fuel usage
101-300-512-5670 Fuel					
570031	3/23/2018	5.51	0.00	05/01/2018	Fuel usage
101-400-511-5670 Fuel					
570031	9/23/2018	91.23	0.00	05/01/2018	Fuel usage
101-410-511-5670 Fuel					
570031	9/23/2018	128.82	0.00	05/01/2018	Fuel usage
101-420-511-5670 Fuel					
570031	9/23/2018	418.79	0.00	05/01/2018	Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

101-440-513-5670 Fuel				Fuel usage
570031	9/23/2018	401.49	0.00	05/01/2018
205-430-515-5670 Fuel				Fuel usage
570031	9/23/2018	527.80	0.00	05/01/2018
660-620-519-5670 Fuel				Fuel usage
570031	9/23/2018	868.95	0.00	05/01/2018
101-350-512-5670 Fuel				Fuel usage
570031	9/23/2018	844.16	0.00	05/01/2018
101-440-513-5670 Fuel				Fuel usage
570031	9/23/2018	272.41	0.00	05/01/2018
205-430-515-5670 Fuel				Fuel usage
570031	9/23/2018	537.00	0.00	05/01/2018
660-620-519-5670 Fuel				Fuel usage

570031 Total: 6,968.52

Avalon Petroleum Total: 6,968.52

Bornquist Inc				
BORNQUIS				
5429603	4/2/2018	330.00	0.00	05/01/2018
101-420-511-5405 R&M - buildings				Sleeve for Village Hall

5429603 Total: 330.00

Bornquist Inc Total: 330.00

Brophy, Patrick				
BROPHY				
040418	4/4/2018	814.00	0.00	05/01/2018
205-000-210-2430 Parks and Recs Control Deposi				Refund - Camps

040418 Total: 814.00

Brophy, Patrick Total: 814.00

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
C and N Lawnmower Repair CANDN 8198	4/3/2018	980.00	0.00	05/01/2018	
101-420-511-5680 Landscaping supplies					Sun & Shade seed
8198 Total:		980.00			
C and N Lawnmower Repa		980.00			
Case Lots, Inc. CASELOTS 1188	4/5/2018	1,144.96	0.00	05/01/2018	
101-420-511-5730 Program supplies					Windex, hand soap, hand towels
1188 Total:		1,144.96			
Case Lots, Inc. Total:		1,144.96			
Clark Baird Smith, LLP CLARKBAI 97398	3/31/2018	6,988.75	0.00	05/01/2018	
101-230-511-5399 Other professional services					Legal services for personnel matters
97398 Total:		6,988.75			
Clark Baird Smith, LLP To		6,988.75			
Cook County Recorder of Deeds COOKCOUN 3514312018	3/31/2018	206.00	0.00	05/01/2018	
101-230-511-5399 Other professional services					Recording fees
3514312018 Total:		206.00			
Cook County Recorder of D		206.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Douglas Truck Parts					
DOUGTK					
40272	3/14/2018	162.41	0.00	05/01/2018	
101-410-511-5730					Program supplies Pistol grip pliers, bark clean, throttle cleaner for Shop
	40272 Total:	162.41			
40631	3/23/2018	146.75	0.00	05/01/2018	
660-620-519-5480					R&M - vehicles Pintle hook, pintle mount for Truck #17
	40631 Total:	146.75			
	Douglas Truck Parts Total:	309.16			
Emcor Services Team Mechanical Inc					
EMCOR					
930008191	4/4/2018	941.65	0.00	05/01/2018	
101-420-511-5405					R&M - buildings HVAC Preventive maintenance - April
	930008191 Total:	941.65			
	Emcor Services Team Mec	941.65			
Fast Signs					
FASTSIGN					
80-52431	4/11/2018	50.00	0.00	05/01/2018	
101-440-513-5680					Landscaping supplies Sign for Garden walk
	80-52431 Total:	50.00			
	Fast Signs Total:	50.00			
First Advantage Occ Health Svcs					
FIRSTADV					
2519201803	3/31/2018	10.00	0.00	05/01/2018	
101-200-511-5599					Other contractual Drug test for employee

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2519201803 Total:	10.00			
	First Advantage Occ Health	10.00			
Golf Mill Ford					
GOLFMILL					
436155P	3/26/2018	148.39	0.00	05/01/2018	
	101-350-512-5480 R&M - vehicles				Filters for Ambulance #8
	436155P Total:	148.39			
436157P	3/26/2018	139.53	0.00	05/01/2018	
	101-350-512-5480 R&M - vehicles				Filters for Ambulance #7
	436157P Total:	139.53			
436535P	4/4/2018	406.76	0.00	05/01/2018	
	205-430-515-5480 R&M - vehicles				Sensor for Truck #8
	436535P Total:	406.76			
436595P	4/4/2018	51.13	0.00	05/01/2018	
	101-300-512-5480 R&M - vehicles				Cover for Squad #216
	436595P Total:	51.13			
	Golf Mill Ford Total:	745.81			
Healy Asphalt Company, LLC					
HEALY					
13026	4/4/2018	1,045.38	0.00	05/01/2018	
	213-000-561-5490 R&M Road Repairs				UPM cold patch for pothole patching
	13026 Total:	1,045.38			
	Healy Asphalt Company, L	1,045.38			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Hilti, Inc HILTI 4611389000	4/10/2018	573.36	0.00	05/01/2018	
660-620-519-5745 Small tools					Cut off tool, battery charge, angel grinder/Water Dept
	4611389000 Total:	573.36			
	Hilti, Inc Total:	573.36			
H-O-H Water Technology, Inc. HOH 528111	4/4/2018	1,149.62	0.00	05/01/2018	
660-620-519-5730 Program supplies					Tighthead pail for sump pump at Pump House
	528111 Total:	1,149.62			
	H-O-H Water Technology,	1,149.62			
Impact Networking, LLC IMPACT 1051750	3/5/2018	204.00	0.00	05/01/2018	
660-610-519-5340 Maintenance Agreement Expen					Copier/Public Works
1051750	3/5/2018	204.00	0.00	05/01/2018	
205-500-515-5440 R&M - office equipment					Copier/Parks
1051750	3/5/2018	204.00	0.00	05/01/2018	
101-000-210-2650 Contractor Permits Payable					Copier/Fire
1051750	3/5/2018	537.00	0.00	05/01/2018	
101-210-511-5440 R&M - office equipment					Copier/Police, Fire
	1051750 Total:	1,149.00			
	Impact Networking, LLC T	1,149.00			
Maine-Niles Association of Special Recreation MNASR 16-449	4/5/2018	909.22	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-580-515-5270	Purchased program services				Inclusion Services for April A 2018
	16-449 Total:	909.22			
	Maine-Niles Association o	909.22			
Marc Printing					
MARCP					
11175	4/11/2018	513.21	0.00	05/01/2018	
660-610-519-5720	Postage				Mailing water bills
	11175 Total:	513.21			
	Marc Printing Total:	513.21			
Martin Implement Sales Inc					
MARTINIM					
P13319	3/26/2018	69.89	0.00	05/01/2018	
205-430-515-5480	R&M - vehicles				Seal, gasket, washer for Tractor #2
	P13319 Total:	69.89			
	Martin Implement Sales In	69.89			
Metro Tank and Pump Company					
METROENV					
14865	4/10/2018	1,150.00	0.00	05/01/2018	
101-420-511-5405	R&M - buildings				Installation/New overflow drop tube for Diesel truck
	14865 Total:	1,150.00			
	Metro Tank and Pump Com	1,150.00			

MGP, Inc.
MGPINC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
4216	3/31/2018	909.15	0.00	05/01/2018
101-250-511-5599 Other contractual				GISC Staffing/March
4216	3/31/2018	909.15	0.00	05/01/2018
101-000-210-2650 Contractor Permits Payable				GISC Staffing/March
4216	3/31/2018	1,818.28	0.00	05/01/2018
660-620-519-5599 Other contractual				GISC Staffing/March
	4216 Total:	3,636.58		
	MGP, Inc. Total:	3,636.58		
Midwest Industrial Lighting				
MIDWESTL				
121750	3/29/2018	440.50	0.00	05/01/2018
101-420-511-5730 Program supplies				Light bulbs for PD building
	121750 Total:	440.50		
	Midwest Industrial Lightin	440.50		
Midwest Meter Inc				
MIDWESTM				
0099639-IN	4/9/2018	2,800.00	0.00	05/01/2018
660-620-519-5796 Water system repair parts				Meter testings
	0099639-IN Total:	2,800.00		
	Midwest Meter Inc Total:	2,800.00		
Neopost USA Inc.				
NEOPOST				
55680307	4/4/2018	599.00	0.00	05/01/2018
660-620-519-5599 Other contractual				DS 35 Yearly Maintenance contract
	55680307 Total:	599.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Neopost USA Inc. Total:	599.00			
Niles Township Food Pantry NILEST 041218	4/12/2018	1,770.62	0.00	05/01/2018	
205-505-515-5730 Program supplies					Iron Chief's cash donation/Food Pantry
	041218 Total:	1,770.62			
	Niles Township Food Pantr	1,770.62			
North Suburban Employee Benefit NSEBENEF March 2018	4/9/2018	112,867.00	0.00	05/01/2018	
102-000-210-2027 Health insurance premium with					Employee Health insurance PPO/March
	March 2018 Total:	112,867.00			
	North Suburban Employee	112,867.00			
Novatronics NOVATRO 5429526	3/29/2018	1,550.00	0.00	05/01/2018	
205-560-515-5270 Purchased program services					Installation of new VFD for main pool pump
	5429526 Total:	1,550.00			
	Novatronics Total:	1,550.00			
Perspectives PERSPECT 89195	3/31/2018	137.50	0.00	05/01/2018	
101-200-511-5599 Other contractual					Leadership and management training for Village Employee

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
89195 Total:		137.50			
Perspectives Total:		137.50			
Pitney Bowes					
PITNEYBO					
3102072609	4/1/2018	262.26	0.00	05/01/2018	Rental fees/Mar 30 thru April 29, 2018
101-210-511-5440 R&M - office equipment					
3102072609 Total:		262.26			
Pitney Bowes Total:		262.26			
Pop, Ciprian					
POPCIPRI					
041118	4/11/2018	32.70	0.00	05/01/2018	Refund - Pool pass
205-000-210-2430 Parks and Recs Control Deposi					
041118 Total:		32.70			
Pop, Ciprian Total:		32.70			
RCN Telecom Services of Illinois, LLC					
RCNTEL					
084380001-00110	3/31/2018	1,131.00	0.00	05/01/2018	Access point at Skokie
215-000-512-5580 Telephone					
084380001-00110 Total:		1,131.00			
RCN Telecom Services of I		1,131.00			
Rizzotti, Mario					
RIZZOTT					
1002	4/11/2018	500.00	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5730 Program supplies					Iron Chief Judges and videographer
	1002 Total:	500.00			
	Rizzotti, Mario Total:	500.00			
Robbins, Salomon & Patt, LTD RS&PLTD					
222785	4/10/2018	1,478.75	0.00	05/01/2018	
101-230-511-5399 Other professional services					March - Municipal Prosecution/Traffic violations
	222785 Total:	1,478.75			
222786	4/10/2018	1,836.65	0.00	05/01/2018	
101-230-511-5399 Other professional services					March - Adjudicative Hearings
	222786 Total:	1,836.65			
	Robbins, Salomon & Patt,	3,315.40			
Rock Breakers, Inc. ROCKBREA					
RB-17218	4/11/2018	879.00	0.00	05/01/2018	
101-440-513-5480 R&M - vehicles					Seal kit, gas valve, and labor repair
	RB-17218 Total:	879.00			
	Rock Breakers, Inc. Total:	879.00			
Sam's Club SAMSCCL					
4418	4/4/2018	176.24	0.00	05/01/2018	
205-520-515-5645 Concessions & food					Club Kid snacks
	4418 Total:	176.24			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Sam's Club Total:	176.24			
Standard Equipment Company					
STANDARD					
P05345	4/5/2018	114.60	0.00	05/01/2018	
	660-620-519-5480 R&M - vehicles				Mirror, tubes, and broom for Truck #6 and Sweeper #2
P05345	4/5/2018	351.84	0.00	05/01/2018	
	101-440-513-5480 R&M - vehicles				Mirror, tubes, and broom for Truck #6 and Sweeper #2
	P05345 Total:	466.44			
	Standard Equipment Comp	466.44			
Standard Pipe and Supply, Inc.					
STANDPIP					
457168	3/16/2018	310.58	0.00	05/01/2018	
	101-440-513-5680 Landscaping supplies				Backflow prevention irrigation system
	457168 Total:	310.58			
	Standard Pipe and Supply,	310.58			
Standard Plumbing					
STANDAPL					
457616	4/3/2018	100.84	0.00	05/01/2018	
	660-620-519-5730 Program supplies				Bushing, coupling, reducer for Water
	457616 Total:	100.84			
	Standard Plumbing Total:	100.84			
Suburban Laboratories, Inc.					
SUBURB					
153889	3/30/2018	110.00	0.00	05/01/2018	
	660-620-519-5320 Consulting				Coliform testing and disinfectant by products

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

153889 Total:		110.00		
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Suburban Laboratories, Inc		110.00		
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Topp Transit TOPPTRAN 1957171	2/20/2018	84.60	0.00	05/01/2018
101-420-511-5405 R&M - buildings				Pump motor for PD

1957171 Total:		84.60		
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Topp Transit Total:		84.60		
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Total Administrative Serv Corp TASC IN1248933	4/10/2018	162.00	0.00	05/01/2018
101-210-511-5195 Employee Benefit Expenses				FSA - Renewal fees
IN1248933	4/10/2018	1,327.32	0.00	05/01/2018
101-210-511-5195 Employee Benefit Expenses				FSA - Administration fees

IN1248933 Total:		1,489.32		
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Total Administrative Serv C		1,489.32		
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Treasurer State of Illinois IDOT 121818	4/2/2018	126,955.44	0.00	05/01/2018
454-000-561-5399 Land Acquisition & Improveme				Pedestrian bridge

121818 Total:		126,955.44		
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Treasurer State of Illinois T		126,955.44		
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United Dispatch, LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
303					
47622	4/2/2018	36.00	0.00	05/01/2018	
205-570-515-5280	Subsidized taxi program				Taxi coupons - March
	47622 Total:	36.00			
	United Dispatch, LLC Tota	36.00			
Vollmar Clay Products Company					
VOLLMER					
176335	3/12/2018	509.00	0.00	05/01/2018	
660-620-519-5796	Water system repair parts				Base sections, rubber for Water Dept
	176335 Total:	509.00			
	Vollmar Clay Products Com	509.00			
Westmont Auto Parts					
WESTMONT					
19121	3/30/2018	84.84	0.00	05/01/2018	
101-300-512-5480	R&M - vehicles				Filters for Squad #9
	19121 Total:	84.84			
	Westmont Auto Parts Total	84.84			
Work' N Gear, LLC					
WRKNGEAR					
HA93597	4/2/2018	134.98	0.00	05/01/2018	
101-410-511-5070	Uniform allowance				Clothing allowance
	HA93597 Total:	134.98			
HA93598	4/2/2018	77.98	0.00	05/01/2018	
660-620-519-5070	Uniform allowance				Clothing allowance

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 04/23/2018 - 2:25PM
Batch: 00101.05.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Amazon				
AMAZON				
4373374556	2/20/2018	32.95	0.00	05/01/2018
205-500-515-5700 Office supplies				Vacuum
4373374556	2/20/2018	21.28	0.00	05/01/2018
205-571-515-5730 Program supplies				Cleaning supplies
	4373374556 Total:	54.23		
443337648466	2/1/2018	14.99	0.00	05/01/2018
205-530-515-5730 Program supplies				Chalk markers
443337648466	2/1/2018	21.30	0.00	05/01/2018
205-500-515-5700 Office supplies				Notebooks
	443337648466 Total:	36.29		
444758487468	1/26/2018	35.61	0.00	05/01/2018
205-500-515-5700 Office supplies				Wireless keyboard & calendar
	444758487468 Total:	35.61		
446535466779	2/8/2018	64.93	0.00	05/01/2018
205-571-515-5730 Program supplies				Community Center office supplies
	446535466779 Total:	64.93		
454743388435	2/17/2018	38.75	0.00	05/01/2018
205-504-515-5730 Program supplies				Coupes and comedy supplies
454743388435	2/17/2018	32.97	0.00	05/01/2018
205-500-515-5700 Office supplies				Envelopes

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
454743388435 Total:		71.72			
459345437633	2/13/2018	8.64	0.00	05/01/2018	Laptop connection cord
205-500-515-5700 Office supplies					
459345437633 Total:		8.64			
459586434967	2/12/2018	9.98	0.00	05/01/2018	Label tape
205-530-515-5730 Program supplies					
459586434967	2/12/2018	23.46	0.00	05/01/2018	Laptop case & mousepad
205-500-515-5700 Office supplies					
459586434967 Total:		33.44			
46975883844	1/25/2018	-13.99	0.00	05/01/2018	Refund - table liners
205-571-515-5730 Program supplies					
46975883844 Total:		-13.99			
473739658668	1/25/2018	7.50	0.00	05/01/2018	Hole punch
205-570-515-5730 Program supplies					
473739658668	1/25/2018	55.96	0.00	05/01/2018	Table Linens
205-571-515-5730 Program supplies					
473739658668	1/25/2018	79.99	0.00	05/01/2018	Parks - Metal detector
205-430-515-5730 Program supplies					
473739658668 Total:		143.45			
548369565899	2/2/2018	46.94	0.00	05/01/2018	Toner & Paper
205-500-515-5700 Office supplies					
548369565899 Total:		46.94			
568444866377	2/16/2018	14.45	0.00	05/01/2018	Clipboards
205-560-515-5700 Office supplies					
568444866377 Total:		14.45			
676438856876	2/24/2018	33.73	0.00	05/01/2018	Toner & corkboards
205-500-515-5700 Office supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
676438856876 Total:		33.73			
755437393934	3/6/2018	119.07	0.00	05/01/2018	Cleaning supplies
205-571-515-5730 Program supplies					
755437393934 Total:		119.07			
77738383874	3/15/2018	-49.49	0.00	05/01/2018	Refund - Damaged whiteboard
205-500-515-5700 Office supplies					
77738383874 Total:		-49.49			
783538479774	1/12/2018	37.47	0.00	05/01/2018	Front Desk promotional boards
205-500-515-5700 Office supplies					
783538479774 Total:		37.47			
784493633559	2/9/2018	19.99	0.00	05/01/2018	Glade refills
205-571-515-5730 Program supplies					
784493633559 Total:		19.99			
797846346948	2/16/2018	15.00	0.00	05/01/2018	Pool office supplies
205-560-515-5700 Office supplies					
797846346948 Total:		15.00			
8357349635599	2/13/2018	135.90	0.00	05/01/2018	Passive speakers
205-571-515-5535 Facility rental					
8357349635599 Total:		135.90			
946558775739	1/16/2018	595.00	0.00	05/01/2018	Office depository for Aquatic Center
205-560-515-5405 R&M - buildings					
946558775739 Total:		595.00			
Amazon Total:		1,402.38			

American Express

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
AMEREXP					
041718	4/17/2018	220.00	0.00	05/01/2018	Membership fees
101-210-511-5725 Bank & Credit Card Fees					
	041718 Total:	220.00			
31182030718	3/7/2018	25.00	0.00	05/01/2018	Job Posting - Police officer
101-200-511-5510 Advertising					
	31182030718 Total:	25.00			
31182031618	3/16/2018	75.00	0.00	05/01/2018	IAMMA Conference
101-200-511-5810 Conference & meeting registrat					
31182031618	3/16/2018	200.00	0.00	05/01/2018	Video Editing software
101-250-511-6530 Equipment - data processing					
	31182031618 Total:	275.00			
31182032018	3/20/2018	13.84	0.00	05/01/2018	Phone line cord for Police printer
101-250-511-5640 Computer supplies					
31182032018	3/20/2018	32.97	0.00	05/01/2018	Dinner for Village Board meeting
101-100-511-5840 Meals					
31182032018	3/20/2018	31.95	0.00	05/01/2018	Dessert & Pop for Board dinner
101-100-511-5840 Meals					
	31182032018 Total:	78.76			
31182032218	3/22/2018	1.99	0.00	05/01/2018	Website
101-250-511-5340 Maintenance Agreement Expen					
	31182032218 Total:	1.99			
31182032618	3/26/2018	21.24	0.00	05/01/2018	Adobe for CD for in design
101-250-511-5330 Data processing					
	31182032618 Total:	21.24			
31182032718	3/27/2018	-11.59	0.00	05/01/2018	Server Storage sale tax refund
101-250-511-5340 Maintenance Agreement Expen					
31182032718	3/27/2018	-7.61	0.00	05/01/2018	Server Storage sale tax refund
101-250-511-5340 Maintenance Agreement Expen					
31182032718	3/27/2018	45.00	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-200-511-5510 Advertising					Job posting
	31182032718 Total:	25.80			
31182032818	3/28/2018	-9.00	0.00	05/01/2018	
101-250-511-5330 Data processing					Adobe for CD intern sales tax refund
31182032818	3/28/2018	-3.10	0.00	05/01/2018	
101-250-511-5340 Maintenance Agreement Expen					Server storage sales tax refund
31182032818	3/28/2018	-2.59	0.00	05/01/2018	
101-250-511-5340 Maintenance Agreement Expen					Server storage sales tax refund
31182032818	3/28/2018	-1.02	0.00	05/01/2018	
101-250-511-5340 Maintenance Agreement Expen					Server storage sales tax refund
31182032818	3/28/2018	-2.42	0.00	05/01/2018	
101-250-511-5340 Maintenance Agreement Expen					Server storage sales tax refund
	31182032818 Total:	-18.13			
31182040218	4/2/2018	68.00	0.00	05/01/2018	
101-100-511-5799 Other materials & supplies					Save the Date notice for Boards & Commissions
	31182040218 Total:	68.00			
31182040418	4/4/2018	216.79	0.00	05/01/2018	
101-250-511-5340 Maintenance Agreement Expen					Server storage
31182040418	4/4/2018	105.17	0.00	05/01/2018	
101-250-511-5340 Maintenance Agreement Expen					Website domain
	31182040418 Total:	321.96			
31182040518	4/5/2018	69.99	0.00	05/01/2018	
101-200-511-5510 Advertising					Job posting
31182040518	4/5/2018	69.99	0.00	05/01/2018	
101-200-511-5510 Advertising					Job posting
	31182040518 Total:	139.98			
31182040618	4/6/2018	225.00	0.00	05/01/2018	
101-200-511-5510 Advertising					Police officer recruitment
	31182040618 Total:	225.00			
31190031318	3/13/2018	87.41	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-504-515-5510 Advertising					Signs.com - Egg hunt event banner
	31190031318 Total:	87.41			
31190031618	3/16/2018	459.43	0.00	05/01/2018	
205-570-515-5645 Concessions & food					Peggy Kinnane's - Senior Lunch
	31190031618 Total:	459.43			
31190032218	3/22/2018	69.85	0.00	05/01/2018	
205-520-515-5270 Purchased program services					Brunswick Zone - Spring Break camp
	31190032218 Total:	69.85			
31190032618	3/26/2018	16.50	0.00	05/01/2018	
205-520-515-5270 Purchased program services					Brunswick Zone - Spring Break camp
	31190032618 Total:	16.50			
31190032918	3/29/2018	167.50	0.00	05/01/2018	
205-520-515-5270 Purchased program services					Putting Edge - Spring Break camp
	31190032918 Total:	167.50			
31190040118	4/1/2018	10.00	0.00	05/01/2018	
205-530-515-5730 Program supplies					Google - Day camp account
31190040118	4/1/2018	10.00	0.00	05/01/2018	
205-560-515-5640 Computer supplies					Google - Pool account
	31190040118 Total:	20.00			
31190040218	4/2/2018	17.77	0.00	05/01/2018	
205-500-515-5725 Credit card charges					Plug n Play - monthly billing
	31190040218 Total:	17.77			
31190040518	4/5/2018	557.10	0.00	05/01/2018	
205-570-515-5270 Purchased program services					Drury Lane - Senior Social club trip
31190040518	4/5/2018	545.75	0.00	05/01/2018	
205-570-515-5270 Purchased program services					Ticketmaster - Senior Social club
31190040518	4/5/2018	100.00	0.00	05/01/2018	
205-530-515-5730 Program supplies					Care.com - Day camp recruitment posting

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	31190040518 Total:	1,202.85			
31190041018	4/10/2018	78.86	0.00	05/01/2018	
	205-530-515-5730 Program supplies				VistaPrint - Staff Hiring banner
31190041018	4/10/2018	-92.00	0.00	05/01/2018	
	205-570-515-5270 Purchased program services				Botanical Gardens refund
	31190041018 Total:	-13.14			
31208032218	3/22/2018	15.00	0.00	05/01/2018	
	101-240-517-5820 Local mileage, parking & tolls				Hyatt O'Hare - Parking
	31208032218 Total:	15.00			
31208041018	4/10/2018	254.49	0.00	05/01/2018	
	101-240-517-5830 Lodging				New Orleans - Conference
	31208041018 Total:	254.49			
31216031318	3/13/2018	529.99	0.00	05/01/2018	
	101-410-511-5730 Program supplies				Wheelbarrow for PW garage
	31216031318 Total:	529.99			
31216031518	3/15/2018	564.95	0.00	05/01/2018	
	101-400-511-5730 Program supplies				Chairs for PW Conference Room
	31216031518 Total:	564.95			
31216032018	3/20/2018	4.23	0.00	05/01/2018	
	101-400-511-5730 Program supplies				Coffee filters for PW
31216032018	3/20/2018	3.84	0.00	05/01/2018	
	101-400-511-5730 Program supplies				Filters for PW
	31216032018 Total:	8.07			
31216032318	3/23/2018	12.86	0.00	05/01/2018	
	101-400-511-5730 Program supplies				Notebooks for PW
	31216032318 Total:	12.86			
31216040218	4/2/2018	698.82	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-200-511-5560 Printing & copying services					GIS Maps for Village of Lincolnwood
	31216040218 Total:	698.82			
31216040418	4/4/2018	45.00	0.00	05/01/2018	
101-400-511-5730 Program supplies					Job posting
31216040418	4/4/2018	-4.23	0.00	05/01/2018	
101-400-511-5730 Program supplies					Credit
31216040418	4/4/2018	-621.45	0.00	05/01/2018	
101-400-511-5730 Program supplies					Credit
31216040418	4/4/2018	-34.94	0.00	05/01/2018	
101-400-511-5730 Program supplies					Credit
	31216040418 Total:	-615.62			
31232041018	4/10/2018	52.72	0.00	05/01/2018	
101-300-512-5730 Program supplies					Giordano's - Lunch for Mini academy
31232041018	4/10/2018	258.58	0.00	05/01/2018	
101-300-512-5640 Computer supplies					Shoplet - Disks and toner
31232041018	4/10/2018	25.99	0.00	05/01/2018	
101-300-512-5640 Computer supplies					Best Buy - Keyboard
31232041018	4/10/2018	16.99	0.00	05/01/2018	
101-300-512-5700 Office supplies					Office Max - Card stock
31232041018	4/10/2018	266.56	0.00	05/01/2018	
101-300-512-5830 Lodging					Lodging - IL Drug Enforcement Officers conference
31232041018	4/10/2018	-11.68	0.00	05/01/2018	
101-300-512-5640 Computer supplies					Credit for shipping
31232041018	4/10/2018	-1.00	0.00	05/01/2018	
101-300-512-5640 Computer supplies					Credit from Shoplet
	31232041018 Total:	608.16			
	American Express Total:	5,489.49			
Bank of America, Business Card					
BANKOFAM					
1582031118	3/11/2018	110.00	0.00	05/01/2018	
205-560-515-5850 Purchased transportation					Shuttle to NRPA School in WV

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	1582031118 Total:	110.00			
6205031518	3/15/2018	8.38	0.00	05/01/2018	Walmart - Community Center supplies
	205-571-515-5730 Program supplies				
	6205031518 Total:	8.38			
6205031618	3/16/2018	35.80	0.00	05/01/2018	Senior Holiday Lunch
	205-570-515-5645 Concessions & food				
	6205031618 Total:	35.80			
6205032718	3/27/2018	240.00	0.00	05/01/2018	Sky High Sports - Spring Break camp
	205-520-515-5270 Purchased program services				
	6205032718 Total:	240.00			
6205032818	3/28/2018	91.00	0.00	05/01/2018	Nickel City -Spring Break camp trip
	205-520-515-5270 Purchased program services				
	6205032818 Total:	91.00			
6205033018	3/30/2018	96.00	0.00	05/01/2018	Jump Zone - Spring Break camp
	205-520-515-5270 Purchased program services				
	6205033018 Total:	96.00			
6205040418	4/4/2018	22.10	0.00	05/01/2018	Hemmingway's Bistro - Senior Lunch
	205-570-515-5645 Concessions & food				
	6205040418 Total:	22.10			
8334031918	3/19/2018	40.00	0.00	05/01/2018	Ipass replenishment
	101-210-511-5820 Local mileage, parking & tolls				
	8334031918 Total:	40.00			
8334033018	3/30/2018	40.00	0.00	05/01/2018	Ipass replenishment
	101-210-511-5820 Local mileage, parking & tolls				
	8334033018 Total:	40.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Bank of America, Business	683.28			
Commonwealth Edison COMED					
1011026306	4/16/2018	2,102.69	0.00	05/01/2018	
101-440-513-5785	Utilities - public way				Metered Street Lighting
	1011026306 Total:	2,102.69			
2028043041	4/9/2018	3,992.00	0.00	05/01/2018	
101-440-513-5785	Utilities - public way				Master Acct Street Lighting
	2028043041 Total:	3,992.00			
2873043051	4/9/2018	163.57	0.00	05/01/2018	
101-440-513-5785	Utilities - public way				6471 N. Lincoln
	2873043051 Total:	163.57			
300071087	4/5/2018	143.44	0.00	05/01/2018	
101-440-513-5785	Utilities - public way				7157 N. Keeler
	300071087 Total:	143.44			
381169268	4/6/2018	181.97	0.00	05/01/2018	
101-440-513-5785	Utilities - public way				7002 N. Tripp
	381169268 Total:	181.97			
4357072009	4/5/2018	161.09	0.00	05/01/2018	
101-440-513-5785	Utilities - public way				6401 McCormick
	4357072009 Total:	161.09			
4847019018	4/9/2018	147.16	0.00	05/01/2018	
101-440-513-5785	Utilities - public way				6668 N. Lincoln
	4847019018 Total:	147.16			
5103171049	4/16/2018	3,230.82	0.00	05/01/2018	
101-440-513-5785	Utilities - public way				Master Acct Street Lighting

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
5103171049	4/16/2018	440.27	0.00	05/01/2018	Master Acct Street Lighting
660-620-519-5785 Utilities - public way					
5103171049 Total:		3,671.09			
57221-35010	4/9/2018	190.00	0.00	05/01/2018	Master Acct Street Lighting
101-440-513-5785 Utilities - public way					
57221-35010 Total:		190.00			
592075011	3/29/2018	1,689.43	0.00	05/01/2018	Master Acct Street Lighting
101-440-513-5785 Utilities - public way					
592075011 Total:		1,689.43			
Commonwealth Edison To		12,442.44			
Lowe's Business Acc/GEFCF					
LOWES					
041718	4/17/2018	-23.88	0.00	05/01/2018	Refund
205-560-515-5405 R&M - buildings					
041718 Total:		-23.88			
2007	4/10/2018	35.98	0.00	05/01/2018	Ceiling tile replacement supplies
205-571-515-5535 Facility rental					
2007 Total:		35.98			
2032	4/10/2018	103.99	0.00	05/01/2018	Anchor and concrete for garbage cans
205-430-515-5730 Program supplies					
2032 Total:		103.99			
2114	4/11/2018	42.63	0.00	05/01/2018	Pool Fence posts stain and supplies
205-560-515-5405 R&M - buildings					
2114 Total:		42.63			
2123	4/11/2018	400.63	0.00	05/01/2018	Pool Fence posts stain and supplies
205-560-515-5405 R&M - buildings					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2123 Total:	400.63			
2149	4/11/2018	71.02	0.00	05/01/2018	Sprinkler heads and glue
101-440-513-5680	Landscaping supplies				
	2149 Total:	71.02			
2191	4/12/2018	13.22	0.00	05/01/2018	Pool painting supplies
205-560-515-5405	R&M - buildings				
	2191 Total:	13.22			
2313	4/13/2018	37.17	0.00	05/01/2018	Padlocks and shackles for Water
660-620-519-5730	Program supplies				
	2313 Total:	37.17			
2337	4/13/2018	25.06	0.00	05/01/2018	PVC pipes for Water
660-620-519-5796	Water system repair parts				
	2337 Total:	25.06			
2339	4/13/2018	4.36	0.00	05/01/2018	Building keys
101-420-511-5405	R&M - buildings				
	2339 Total:	4.36			
2340	4/13/2018	142.84	0.00	05/01/2018	Spray paint and brackets for Parks
205-430-515-5730	Program supplies				
	2340 Total:	142.84			
2341	4/13/2018	98.69	0.00	05/01/2018	Screwdrivers and wrenches
205-430-515-5730	Program supplies				
	2341 Total:	98.69			
2489	4/16/2018	36.66	0.00	05/01/2018	Bolts for Tractor #2
205-430-515-5480	R&M - vehicles				
	2489 Total:	36.66			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
2529	4/17/2018	3.98	0.00	05/01/2018	
101-420-511-5405 R&M - buildings					Fuse to handicapped door for PD
	2529 Total:	3.98			
2533	4/17/2018	66.54	0.00	05/01/2018	
205-560-515-5405 R&M - buildings					Pool rodders
	2533 Total:	66.54			
2547	4/11/2018	315.40	0.00	05/01/2018	
205-560-515-5405 R&M - buildings					Pool Fence posts stain and supplies
	2547 Total:	315.40			
2583	4/17/2018	7.15	0.00	05/01/2018	
101-420-511-5405 R&M - buildings					Stain remover for carpet
	2583 Total:	7.15			
2678	4/18/2018	51.46	0.00	05/01/2018	
660-620-519-5730 Program supplies					Bricks for water break
	2678 Total:	51.46			
2737	4/6/2018	4.68	0.00	05/01/2018	
205-430-515-5730 Program supplies					Electrical parts for Proesel
	2737 Total:	4.68			
2743	4/6/2018	26.51	0.00	05/01/2018	
205-430-515-5730 Program supplies					Tools for garage
	2743 Total:	26.51			
2770	4/6/2018	12.66	0.00	05/01/2018	
101-410-511-5460 R&M - public works equipmen					Pipe fittings for fuel station
	2770 Total:	12.66			
	Lowe's Business Acc/GEC	1,476.75			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Nicor Gas NICOR 1436840000	4/9/2018	471.69	0.00	05/01/2018	
					Community Center
205-430-515-5780 Utilities - government buildin					
		<hr/>			
1436840000 Total:		471.69			
21-46-84-00003	4/16/2018	265.74	0.00	05/01/2018	
205-560-515-5780 Utilities - government buildin					Pool
		<hr/>			
21-46-84-00003 Total:		265.74			
21-84-84-00004	4/9/2018	368.46	0.00	05/01/2018	
660-620-519-5780 Utilities - government buildin					Pump Station
		<hr/>			
21-84-84-00004 Total:		368.46			
3017240000	4/10/2018	1,842.62	0.00	05/01/2018	
101-420-511-5780 Utilities - government buildin					Public Services
		<hr/>			
3017240000 Total:		1,842.62			
31-46-84-00002	4/13/2018	150.25	0.00	05/01/2018	
205-560-515-5780 Utilities - government buildin					Parks & Rec
		<hr/>			
31-46-84-00002 Total:		150.25			
5202340000	4/10/2018	830.41	0.00	05/01/2018	
101-420-511-5780 Utilities - government buildin					Village Hall
		<hr/>			
5202340000 Total:		830.41			
6202340000	4/10/2018	1,045.51	0.00	05/01/2018	
101-420-511-5780 Utilities - government buildin					Public Safety
		<hr/>			
6202340000 Total:		1,045.51			
70-61-47-04487	4/10/2018	87.38	0.00	05/01/2018	
205-560-515-5780 Utilities - government buildin					7055 Kostner
		<hr/>			
70-61-47-04487 Total:		87.38			

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Air One Equipment					
AIRONE					
131535	1/11/2018	410.00	0.00	05/01/2018	Cascade Cylinder Hydrotest
101-350-512-5430 R&M - Fire & EMS equipmen					
131535 Total:		410.00			
131797	4/11/2018	2,494.07	0.00	05/01/2018	SCBA Mask tests and parts
101-350-512-5430 R&M - Fire & EMS equipmen					
131797 Total:		2,494.07			
Air One Equipment Total:		2,904.07			
Airgas USA LLC					
AIRGAS					
9952207625	3/31/2018	329.89	0.00	05/01/2018	Oxygen cylinders for ambulances
101-350-512-5660 EMS supplies					
9952207625 Total:		329.89			
Airgas USA LLC Total:		329.89			
American Charge Service					
AMERCHAR					
201872	3/31/2018	21.00	0.00	05/01/2018	Taxi Coupons - March
205-570-515-5280 Subsidized taxi program					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
201872 Total:		21.00			
American Charge Service T		21.00			
American First Aid Services					
AFAS INC					
62878	4/9/2018	121.95	0.00	05/01/2018	101-300-512-5730 Program supplies First aid supplies/replenish
62878 Total:		121.95			
62879	4/17/2018	20.10	0.00	05/01/2018	101-350-512-5660 EMS supplies First aid kit supplies
62879	4/17/2018	20.10	0.00	05/01/2018	101-220-512-5799 Other materials & supplies First aid kit supplies
62879 Total:		40.20			
American First Aid Service		162.15			
American Traffic Solutions					
ATS					
INV00026442	3/31/2018	5,045.00	0.00	05/01/2018	101-300-512-5599 Other contractual Monthly Contractual fee - March2018
INV00026442 Total:		5,045.00			
American Traffic Solutions		5,045.00			
Aqua Fection, Inc					
AQUAFECT					
7050	4/16/2018	695.00	0.00	05/01/2018	205-560-515-5405 R&M - buildings Pool controller install
7050 Total:		695.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Aqua Fection, Inc Total:		695.00			
Averus					
AVERIS					
8206561	3/26/2018	338.15	0.00	05/01/2018	Exhaust system cleaning
101-350-512-5499 R&M - other					
8206561 Total:		338.15			
Averus Total:		338.15			
Canon Solutions America					
CANN					
463774	4/1/2018	69.65	0.00	05/01/2018	Copier Maintenance - March
101-210-511-5440 R&M - office equipment					
463774 Total:		69.65			
Canon Solutions America T		69.65			
Canon Solutions America, Inc					
CANONSOL					
989010527	4/3/2018	298.84	0.00	05/01/2018	Copier maintenance-April
101-210-511-5440 R&M - office equipment					
989010527 Total:		298.84			
Canon Solutions America,		298.84			
Cassidy Tire					
CASSIDYT					
708001608	3/21/2018	150.00	0.00	05/01/2018	Tires for Squad #214
101-300-512-5480 R&M - vehicles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
708001608 Total:		150.00			
708001770	4/3/2018	600.00	0.00	05/01/2018	Tires for Squad #32
101-300-512-5480 R&M - vehicles					
708001770 Total:		600.00			
708001771	4/3/2018	150.00	0.00	05/01/2018	Tires for Squad #217
101-300-512-5480 R&M - vehicles					
708001771 Total:		150.00			
Cassidy Tire Total:		900.00			
Chicago Metropolitan Fire Prevention Co. CHGOMETR					
IN00181546	2/26/2018	869.50	0.00	05/01/2018	Monthloy wireless radio network billing - March
101-350-512-5411 R&M- Wireless Alarm Equipm					
IN00181546 Total:		869.50			
Chicago Metropolitan Fire		869.50			
Communications Direct Inc COMDIR					
IN145919	3/26/2018	235.26	0.00	05/01/2018	Antenna Rod
101-350-512-5410 R&M - communications equipm					
IN145919 Total:		235.26			
Communications Direct Inc		235.26			
Dash Medical Gloves DASHMEDG					
INV1101462	4/10/2018	197.70	0.00	05/01/2018	Latex gloves for PD
101-300-512-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	INV1101462 Total:	197.70			
	Dash Medical Gloves Total	197.70			
Dinges Fire Co. DINGES 45849	4/10/2018	272.99	0.00	05/01/2018	
	101-350-512-5430 R&M - Fire & EMS equipmen				Thermal imaging camera batteries
	45849 Total:	272.99			
	Dinges Fire Co. Total:	272.99			
Franco, Eric FRANCO 041818	4/18/2018	513.00	0.00	05/01/2018	
	205-000-210-2430 Parks and Recs Control Deposi				Refund - CC Rental
	041818 Total:	513.00			
	Franco, Eric Total:	513.00			
Galls Incorporated GALLS 009637767	4/2/2018	53.05	0.00	05/01/2018	
	101-300-512-5070 Uniform allowance				Uniform items
	009637767 Total:	53.05			
009647699	4/3/2018	220.00	0.00	05/01/2018	
	101-300-512-5070 Uniform allowance				Uniform items
	009647699 Total:	220.00			
009648356	4/3/2018	52.99	0.00	05/01/2018	
	101-300-512-5070 Uniform allowance				Uniform items

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	009648356 Total:	52.99			
009656667	4/4/2018	93.14	0.00	05/01/2018	Uniform items
	101-300-512-5070 Uniform allowance				
	009656667 Total:	93.14			
009682532	4/9/2018	144.25	0.00	05/01/2018	Uniform items
	101-300-512-5070 Uniform allowance				
	009682532 Total:	144.25			
009692144	4/10/2018	265.09	0.00	05/01/2018	Uniform items
	101-300-512-5070 Uniform allowance				
	009692144 Total:	265.09			
	Galls Incorporated Total:	828.52			
Gen Ki Karate					
GENKI					
41818	4/18/2018	604.80	0.00	05/01/2018	Karate Winter Session 2
	205-502-515-5270 Purchased program services				
	41818 Total:	604.80			
	Gen Ki Karate Total:	604.80			
Gomez, David					
GOMEZ					
REIM041618DGT	4/16/2018	529.00	0.00	05/01/2018	Reimburse - Registration - Training Program
	660-620-519-5590 Training				
	REIM041618DGT Total:	529.00			
	Gomez, David Total:	529.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Gordon, Jeffrey					
GORDONJE					
REIMB041118JGM	4/16/2018	75.00	0.00	05/01/2018	
101-300-512-5840 Meals					Reimburse - Training - Meals
REIMB041118JGM	4/9/2018	75.00	0.00	05/01/2018	
101-300-512-5840 Meals					Reimburse - Training - Meals
	REIMB041118JGM Total:	150.00			
	Gordon, Jeffrey Total:	150.00			
Gramajo, Daniel A.					
GRAMAJO					
DAG41018	4/10/2018	200.00	0.00	05/01/2018	
101-300-512-5730 Program supplies					Tobacco Grant Enforcement Agent
	DAG41018 Total:	200.00			
	Gramajo, Daniel A. Total:	200.00			
House of Rental					
HOUSEREN					
117705-1	4/13/2018	732.67	0.00	05/01/2018	
205-571-515-5535 Facility rental					Community Center tile replacement/Jack rental
	117705-1 Total:	732.67			
	House of Rental Total:	732.67			
JG Uniforms Inc					
JGUNIFOR					
34317	3/23/2018	785.00	0.00	05/01/2018	
101-300-512-5730 Program supplies					Body armor vest
	34317 Total:	785.00			
35004	4/9/2018	87.95	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5730 Program supplies					Uniform items
35004 Total:		87.95			
35069	4/11/2018	249.98	0.00	05/01/2018	
101-300-512-5730 Program supplies					Uniform items
35069 Total:		249.98			
JG Uniforms Inc Total:		1,122.93			
Lund Industries					
LUNDIND					
90556	3/2/2018	695.50	0.00	05/01/2018	
101-350-512-5430 R&M - Fire & EMS equipmen					Replacement LED lights, speaker mounting bracket
90556 Total:		695.50			
Lund Industries Total:		695.50			
MBS Identification					
MBS					
24921	4/13/2018	529.00	0.00	05/01/2018	
205-500-515-5700 Office supplies					Pool Pass printing cards and ink
24921 Total:		529.00			
MBS Identification Total:		529.00			
Mewborn, Stephanie					
MEWBORN					
041718	4/17/2018	260.00	0.00	05/01/2018	
205-000-210-2430 Parks and Recs Control Deposi					Refund - Class
041718 Total:		260.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Mewborn, Stephanie Total:		260.00			
Nunez, Jacqueline					
NUNEZ					
JN041018	4/10/2018	200.00	0.00	05/01/2018	Tobacco Grant Enforcement Agent
101-300-512-5730 Program supplies					
JN041018 Total:		200.00			
Nunez, Jacqueline Total:		200.00			
Porter Lee Corporation					
PORTERLE					
20427	4/4/2018	178.26	0.00	05/01/2018	Ribbons and labels for BEAST printer
101-300-512-5730 Program supplies					
20427 Total:		178.26			
Porter Lee Corporation Tot		178.26			
Resendiz, Aide					
RESENDAI					
AR41018	4/10/2018	200.00	0.00	05/01/2018	Tobacco Grant Enforcement Agent
101-300-512-5730 Program supplies					
AR41018 Total:		200.00			
Resendiz, Aide Total:		200.00			
Sherwin Williams Co					
SHERWINW					
5614-1	4/17/2018	283.41	0.00	05/01/2018	Paint - Locker room at Pool
205-560-515-5405 R&M - buildings					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
5614-1 Total:		283.41			
Sherwin Williams Co Total		283.41			
State Industrial Products					
STATE					
900439171	4/5/2018	125.19	0.00	05/01/2018	
101-300-512-5730 Program supplies					Sanitizer for cells/dispatch
900439171 Total:		125.19			
State Industrial Products To		125.19			
The Mulch Center					
THEMULC					
36385	4/12/2018	1,400.00	0.00	05/01/2018	
205-430-515-5730 Program supplies					Safe T Mat - Playground mulch
36385 Total:		1,400.00			
The Mulch Center Total:		1,400.00			
Thomson Reuters - West					
THOMSON					
838047335	4/4/2018	408.00	0.00	05/01/2018	
101-300-512-5620 Books & publications					Annual Subscription/Arrest Law Bulletin
838047335 Total:		408.00			
Thomson Reuters - West To		408.00			
Trizetto Provider Solutions					
TRIZETTO					
7108041800	4/1/2018	146.97	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-000-410-4315 Ambulance & EMS fees					Claims transaction fee for ambulance-March
	7108041800 Total:	146.97			
	Trizetto Provider Solutions	146.97			
Tyler Technologies TYLERTE 030-12031	10/31/2017	5,760.00	0.00	05/01/2018	
215-000-512-5599 Other contractual					New World - Upgrade fees
	030-12031 Total:	5,760.00			
	Tyler Technologies Total:	5,760.00			
Zoll Medical Corporation GPO ZOLLMEDC 2670690	4/9/2018	376.86	0.00	05/01/2018	
101-350-512-5430 R&M - Fire & EMS equipmen					Patient cardiac monitor cable and strip paper
	2670690 Total:	376.86			
	Zoll Medical Corporation G	376.86			
	Report Total:	27,583.31			

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Business Only Broadband					
BUSONLY					
87078	5/1/2018	250.00	0.00	05/01/2018	
101-250-511-5580 Telephone					Back up Connection Internet Access
		<hr/>			
87078 Total:		250.00			
87079	5/1/2018	250.00	0.00	05/01/2018	
101-250-511-5580 Telephone					Wireless Alarm internet access
		<hr/>			
87079 Total:		250.00			
		<hr/>			
Business Only Broadband		500.00			
Chicago Communications, LLC					
CHGOCOMM					
300617	4/26/2018	49.60	0.00	05/01/2018	
101-300-512-5410 R&M - communications equipm					Portable radio maintenance - May 2018
		<hr/>			
300617 Total:		49.60			
		<hr/>			
Chicago Communications,		49.60			
De Lange Landen Financial Services					
DELANGE					
558893266	4/17/2018	89.92	0.00	05/01/2018	
205-571-515-5730 Program supplies					CC copier - June invoice

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	558893266 Total:	89.92			
	De Lange Landen Financia	89.92			
General Dynamics OTS- Simuntion Operations					
GENDYN					
50001173	1/24/2018	1,240.00	0.00	05/01/2018	
101-300-512-5590 Training					Registration for Simuntion training course
	50001173 Total:	1,240.00			
	General Dynamics OTS- S	1,240.00			
HMO Healthcare Service Corporation					
HMO					
May 2018	4/16/2018	1,462.11	0.00	05/01/2018	
102-000-210-2027 Health insurance premium with					Employee Health Insurance HMO
	May 2018 Total:	1,462.11			
	HMO Healthcare Service C	1,462.11			
ICSC					
ICSC					
1638488	4/2/2018	100.00	0.00	05/01/2018	
101-200-511-5570 Professional associations					Subscription renewal ICSC
	1638488 Total:	100.00			
	ICSC Total:	100.00			
Illinois Environmental Protection Agency					
ILLINOI					
IEPA#19	4/13/2018	146,432.15	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
660-000-573-7380 Loan Principal Payments					IEPA Water Loan repayment/Principal
IEPA#19	4/13/2018	43,645.96	0.00	05/01/2018	
660-000-574-7580 Loan Interest Payments					IEPA Water Loan repayment/Interest
	IEPA#19 Total:	190,078.11			
	Illinois Environmental Pro	190,078.11			
Impact Networking, LLC					
IMPACT					
1078592	4/5/2018	204.00	0.00	05/01/2018	
660-610-519-5340 Maintenance Agreement Expen					Copier - Public Works
1078592	4/5/2018	204.00	0.00	05/01/2018	
205-500-515-5440 R&M - office equipment					Copier - Parks
1078592	4/5/2018	204.00	0.00	05/01/2018	
101-000-210-2650 Contractor Permits Payable					Copier - Fire
1078592	4/5/2018	537.00	0.00	05/01/2018	
101-210-511-5440 R&M - office equipment					Copier - Police, Finance, Admin
	1078592 Total:	1,149.00			
	Impact Networking, LLC T	1,149.00			
Intl Assoc of Fire Chiefs					
IAFC					
041718	4/17/2018	259.00	0.00	05/01/2018	
101-350-512-5570 Professional associations					Membership dues
	041718 Total:	259.00			
	Intl Assoc of Fire Chiefs To	259.00			
LeadsOnline LLC					
LEADS					
244810	3/1/2018	2,238.00	0.00	05/01/2018	
101-300-512-5399 Other professional services					Annual Subscription Fee

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	244810 Total:	2,238.00			
	LeadsOnline LLC Total:	2,238.00			
Lexipol, LLC LEXIPOL 23964	4/1/2018	7,747.00	0.00	05/01/2018	
101-300-512-5399	Other professional services				Online annual subscription
	23964 Total:	7,747.00			
	Lexipol, LLC Total:	7,747.00			
National Band & Tag Co. NATION 477098	3/27/2018	256.26	0.00	05/01/2018	
101-210-511-5730	Program supplies				FY 2018-2019 Pet, motorcycle & dealer tags
	477098 Total:	256.26			
	National Band & Tag Co. T	256.26			
North Regional Major Crimes NREGIONA 18-005	2/21/2018	4,100.00	0.00	05/01/2018	
101-300-512-5540	Intergovernmental fees & dues				Annual Assessment Fees
	18-005 Total:	4,100.00			
	North Regional Major Crim	4,100.00			
North Suburban Employee Benefit NSEBENEF May 18	4/16/2018	9,751.00	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
102-000-210-2028	Dental insurance premium with				Dental Bill - May
	May 18 Total:	9,751.00			
	North Suburban Employee	9,751.00			
Northern Illinois Police Alarm System					
NTILPALS					
12026	5/1/2018	400.00	0.00	05/01/2018	
101-300-512-5540	Intergovernmental fees & dues				Annual membership assessment
	12026 Total:	400.00			
12027	5/1/2018	4,800.00	0.00	05/01/2018	
101-300-512-5540	Intergovernmental fees & dues				Emergency Services Team
	12027 Total:	4,800.00			
12028	5/1/2018	1,005.00	0.00	05/01/2018	
101-300-512-5540	Intergovernmental fees & dues				Mobile Field Force Assessment
	12028 Total:	1,005.00			
	Northern Illinois Police Al	6,205.00			
Pioneer Press					
PIONEERP					
167785464-2018	3/29/2018	32.24	0.00	05/01/2018	
101-300-512-5610	Ammunition & range supplies				Annual Subscription renewal
	167785464-2018 Total:	32.24			
	Pioneer Press Total:	32.24			
Rydin Decal					
RYDINDE					
342129	4/2/2018	246.04	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-210-511-5730					Program supplies
					2018-2019 Vending Machine stickers
		<u>246.04</u>			342129 Total:
		<u>246.04</u>			Rydin Decal Total:
Solid Waste Agency of Northern Cook County					
SOLIDWA					
5874	4/1/2018	18,646.29	0.00	05/01/2018	
					101-440-514-5230 Garbage & recycling
		<u>18,646.29</u>			
		<u>18,646.29</u>			5874 Total:
					Solid Waste Agency of Nor
Vermont Systems, Inc.					
VERMONT					
58234	4/1/2018	19,332.07	0.00	05/01/2018	
					101-250-511-5340 Maintenance Agreement Expen
		<u>19,332.07</u>			
		<u>19,332.07</u>			58234 Total:
					Vermont Systems, Inc. Tota
		<u><u>263,481.64</u></u>			Report Total:

Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Best Quality Cleaning, Inc.				
BESTQU				
24139	4/20/2018	2,813.34	0.00	05/01/2018
101-420-511-5240 Janitorial				Cleaning services - April 2018
24139	4/20/2018	416.66	0.00	05/01/2018
205-571-515-5240 Janitorial				Cleaning services - April 2018
24139 Total:		3,230.00		
Best Quality Cleaning, Inc.		3,230.00		
Call One				
CALLONE				
1128144	4/15/2018	273.93	0.00	05/01/2018
101-210-511-5580 Telephone				Telephone/Red Center
1128144 Total:		273.93		
1129134	4/15/2018	1,259.61	0.00	05/01/2018
101-210-511-5580 Telephone				Telephone/Admin/Police
1129134 Total:		1,259.61		
1129136	4/15/2018	448.18	0.00	05/01/2018
101-210-511-5580 Telephone				Telephone/NORCOM
1129136 Total:		448.18		
1129137	4/15/2018	42.24	0.00	05/01/2018
101-210-511-5580 Telephone				Telephone/Aquatic

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	1129137 Total:	42.24			
1129140	4/15/2018	45.34	0.00	05/01/2018	Telephone/Public Works
660-610-519-5580 Telephone					
	1129140 Total:	45.34			
1129141	4/15/2018	45.63	0.00	05/01/2018	Telephone/Pump House
660-610-519-5580 Telephone					
	1129141 Total:	45.63			
1129143	4/15/2018	506.25	0.00	05/01/2018	Telephone/Municipal Center
101-210-511-5580 Telephone					
	1129143 Total:	506.25			
96780016416	4/15/2018	471.18	0.00	05/01/2018	Telephone/PRI Data
101-210-511-5580 Telephone					
	96780016416 Total:	471.18			
	Call One Total:	3,092.36			
Cassidy Tire					
CASSIDYT					
708001934	4/16/2018	1,271.50	0.00	05/01/2018	Tires for Tractor #2
205-430-515-5480 R&M - vehicles					
	708001934 Total:	1,271.50			
708001940	4/17/2018	315.94	0.00	05/01/2018	Tires for Truck #26
205-430-515-5480 R&M - vehicles					
	708001940 Total:	315.94			
	Cassidy Tire Total:	1,587.44			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
CLIENTFI				
8707	3/31/2018	4,613.75	0.00	05/01/2018
101-250-511-5320 Consulting				IT Support
	8707 Total:	4,613.75		
8708	3/31/2018	850.00	0.00	05/01/2018
101-000-210-2650 Contractor Permits Payable				IT Support - CD
	8708 Total:	850.00		
8709	3/31/2018	786.25	0.00	05/01/2018
660-620-519-5320 Consulting				IT Support - PW
	8709 Total:	786.25		
8710	3/31/2018	560.00	0.00	05/01/2018
101-250-511-5320 Consulting				IT Mgmt
	8710 Total:	560.00		
8711	3/31/2018	3,087.50	0.00	05/01/2018
101-000-210-2650 Contractor Permits Payable				Accela Migration
	8711 Total:	3,087.50		
8712	3/31/2018	316.25	0.00	05/01/2018
101-250-511-5320 Consulting				Non res pool pass
	8712 Total:	316.25		
8714	3/31/2018	63.75	0.00	05/01/2018
101-250-511-5330 Data processing				Police Dept squad printers
	8714 Total:	63.75		
8715	3/31/2018	345.00	0.00	05/01/2018
101-250-511-5330 Data processing				PD offsite storage
	8715 Total:	345.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	ClientFirst Consulting Gro	10,622.50		
Douglas Truck Parts DOUGTK				
41219	4/9/2018	32.98	0.00	05/01/2018
101-410-511-5730 Program supplies				Slack adjuster
41219 Total:		32.98		
41347	4/11/2018	12.51	0.00	05/01/2018
101-410-511-5730 Program supplies				Filter wrench for Shop
41347 Total:		12.51		
41348	4/11/2018	49.32	0.00	05/01/2018
101-410-511-5730 Program supplies				Brake clean for Shop
41348 Total:		49.32		
Douglas Truck Parts Total:		94.81		
General Code, LLC GENERAL				
PG000014831	4/13/2018	2,531.32	0.00	05/01/2018
101-110-511-5550 Ordinance codification				Supplement No 37 update to Village Code
PG000014831 Total:		2,531.32		
General Code, LLC Total:		2,531.32		
GOVTEMPSUSA LLC GOVTEMP				
2497908	4/5/2018	7,917.00	0.00	05/01/2018
101-300-512-5599 Other contractual				Interim Police Chief contract
2497908	4/5/2018	1,120.00	0.00	05/01/2018
101-240-517-5030 Wages- Part time hourly				Interim Code Enforcement Officer

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
2497908 Total:		9,037.00			
GOVTEMPSUSA LLC To		9,037.00			
Grainger					
GRAINGER					
9456932175	4/13/2018	497.20	0.00	05/01/2018	
660-620-519-5745 Small tools					Tongue and groove plier, full face respirator bayonet
9456932175 Total:		497.20			
9755646891	4/12/2018	344.30	0.00	05/01/2018	
660-620-519-5745 Small tools					Disk filter, disposable respirator
9755646891 Total:		344.30			
Grainger Total:		841.50			
Great Lakes Coca Cola Distribution					
GREATLAC					
728207453	4/11/2018	411.36	0.00	05/01/2018	
101-210-511-5700 Office supplies					Pop for PD machine
728207453 Total:		411.36			
Great Lakes Coca Cola Dis		411.36			
H-O-H Water Technology, Inc.					
HOH					
528286	4/10/2018	626.22	0.00	05/01/2018	
660-620-519-5730 Program supplies					7 day timer
528286 Total:		626.22			
H-O-H Water Technology,		626.22			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Holland & Knight LLP HOLLAND 033118	3/31/2018	13,465.00	0.00	05/01/2018	General Counsel retainer
101-230-511-5350 Legal - retainer					
033118 Total:		13,465.00			
5353539	4/10/2018	226.00	0.00	05/01/2018	7250 N. Cicero
101-230-511-5370 Legal - review					
5353539 Total:		226.00			
5653529	4/10/2018	34.50	0.00	05/01/2018	Telecommunications Ordinance
101-230-511-5370 Legal - review					
5653529 Total:		34.50			
5653533	4/10/2018	5,293.00	0.00	05/01/2018	Purple Hotel Development
101-230-511-5370 Legal - review					
5653533 Total:		5,293.00			
5653536	4/10/2018	3,497.00	0.00	05/01/2018	Sacred Learning Center
101-230-511-5370 Legal - review					
5653536 Total:		3,497.00			
5653538	4/10/2018	86.00	0.00	05/01/2018	6755 N. Cicero
101-230-511-5370 Legal - review					
5653538 Total:		86.00			
5653540	4/10/2018	1,029.50	0.00	05/01/2018	Personnel
101-230-511-5370 Legal - review					
5653540 Total:		1,029.50			
5653541	4/10/2018	3,459.00	0.00	05/01/2018	Evanston Water Agreement negotiations
101-230-511-5370 Legal - review					
5653541 Total:		3,459.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Holland & Knight LLP Tot	27,090.00			
Home Depot Credit Services					
HOMEDEPO					
207254	3/6/2018	100.00	0.00	05/01/2018	
	101-420-511-5405 R&M - buildings				Roto hammer rental
	207254 Total:	100.00			
H8598-99746	3/1/2018	427.05	0.00	05/01/2018	
	101-420-511-5405 R&M - buildings				Tiles for PD floor
	H8598-99746 Total:	427.05			
	Home Depot Credit Servic	527.05			
iSolved					
ISOLVED					
90161890	4/10/2018	52.50	0.00	05/01/2018	
	101-400-511-5440 R&M - office equipment				Time clock maintenance
90161890	4/10/2018	102.50	0.00	05/01/2018	
	205-530-515-5730 Program supplies				Time clock maintenance
90161890	4/10/2018	22.50	0.00	05/01/2018	
	205-560-515-5640 Computer supplies				Time clock maintenance
	90161890 Total:	177.50			
	iSolved Total:	177.50			
Kasprzyk, Kathryn					
KASPRZYK					
4/30/2014	4/30/2014	63.77	0.00	05/01/2018	
	101-240-517-5025 Wages - full time Hourly				Replace misplaced PR check
	4/30/2014 Total:	63.77			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Kasprzyk, Kathryn Total:		63.77			
Lauria, Justin					
LAURIAJ					
12202017	12/20/2017	1,774.79	0.00	05/01/2018	
101-300-512-5065	Tuition reimbursement				Educational assistance for five credit hours
12202017 Total:		1,774.79			
Lauria, Justin Total:		1,774.79			
Lowe's Business Acc/GECE					
LOWES					
2702	4/18/2018	9.16	0.00	05/01/2018	
205-560-515-5405	R&M - buildings				Caulk and garbage bags for Pool
2702 Total:		9.16			
Lowe's Business Acc/GEC		9.16			
McKenna Automotive					
MCKENNA					
16378	4/2/2018	54.72	0.00	05/01/2018	
101-440-513-5480	R&M - vehicles				Hydraulic hose for Chipper
16378 Total:		54.72			
McKenna Automotive Tota		54.72			
NAPA					
NAPA					
2812-303262	3/22/2018	5.29	0.00	05/01/2018	
205-430-515-5480	R&M - vehicles				Oil filter for Riding mower

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2812-303262 Total:	5.29			
2812-303389	3/23/2018	5.29	0.00	05/01/2018	
205-430-515-5480 R&M - vehicles					Oil filter for Riding mower
	2812-303389 Total:	5.29			
	NAPA Total:	10.58			
Northeastern IL Public Safety Training					
NORTHEAS					
8449632	4/16/2018	225.00	0.00	05/01/2018	
101-440-513-5590 Training					Leadership training
	8449632 Total:	225.00			
8465052	4/17/2018	150.00	0.00	05/01/2018	
660-620-519-5590 Training					Leadership training
	8465052 Total:	150.00			
8466050	4/17/2018	75.00	0.00	05/01/2018	
660-620-519-5590 Training					Leadership training
	8466050 Total:	75.00			
	Northeastern IL Public Saf	450.00			
Northwest Police Academy					
NWPDACAD					
NWPA41918	4/19/2018	50.00	0.00	05/01/2018	
101-300-512-5570 Professional associations					Training seminar
	NWPA41918 Total:	50.00			
	Northwest Police Academy	50.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
O'Hara, Barbara					
OHARB					
2/20/2013	2/20/2013	73.88	0.00	05/01/2018	
205-000-110-1010 Payroll Chkg Acct-BOL					Replace misplaced PR check
	2/20/2013 Total:	73.88			
	O'Hara, Barbara Total:	73.88			
Personnel Strategies, LLC					
PERSONNE					
041318	4/13/2018	750.00	0.00	05/01/2018	
101-200-511-5599 Other contractual					Pre employment psychological assessment
	041318 Total:	750.00			
	Personnel Strategies, LLC	750.00			
Site One Landscape Supply					
SITEONE					
85004212	4/5/2018	970.19	0.00	05/01/2018	
101-420-511-5680 Landscaping supplies					PVC fittings, pipe, drain, rain bird
	85004212 Total:	970.19			
85017990	4/6/2018	-83.10	0.00	05/01/2018	
101-420-511-5680 Landscaping supplies					Credit
	85017990 Total:	-83.10			
85095808	4/6/2018	108.10	0.00	05/01/2018	
101-420-511-5680 Landscaping supplies					Pipe for Madeline Garden
	85095808 Total:	108.10			
	Site One Landscape Supply	995.19			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Terryberry					
TERRYBER					
E76294	4/3/2018	59.98	0.00	05/01/2018	
101-200-511-5799	Other materials & supplies				Years of Service gifts
	E76294 Total:	59.98			
E78281	4/9/2018	53.70	0.00	05/01/2018	
101-200-511-5799	Other materials & supplies				Years of Service gifts
	E78281 Total:	53.70			
	Terryberry Total:	113.68			
VCG Uniform					
VCGUNIFO					
20712	4/19/2018	187.80	0.00	05/01/2018	
101-300-512-5070	Uniform allowance				Uniform allowance
	20712 Total:	187.80			
	VCG Uniform Total:	187.80			
Verizon Wireless					
VERIZON					
9804454487	4/1/2018	90.10	0.00	05/01/2018	
101-000-210-2650	Contractor Permits Payable				Cell phones and tablets data charges
	9804454487 Total:	90.10			
	Verizon Wireless Total:	90.10			
Warehouse Direct					
WAREHOUS					
3865151-0	4/12/2018	136.02	0.00	05/01/2018	
101-300-512-5730	Program supplies				Office supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
		3865151-0 Total:			136.02
3865912-0	4/13/2018	335.98	0.00	05/01/2018	
205-500-515-5700					Office supplies
		3865912-0 Total:			335.98
3866004-0	4/13/2018	532.18	0.00	05/01/2018	
101-210-511-5700					Office supplies
		3866004-0 Total:			532.18
		Warehouse Direct Total:			1,004.18
Ziebell Water Service Product					
ZIEBELLW					
241116-000	4/11/2018	1,102.82	0.00	05/01/2018	
660-620-519-5745					Small tools
		241116-000 Total:			1,102.82
Ziebell Water Service Prod		1,102.82			
		Report Total:			66,599.73

Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Christopher Burke Engineering					
CHRISTB					
1428150	8/20/2018	5,723.35	0.00	05/01/2018	Devon Avenue Streetscape Phase 1
220-000-511-5340 Engineering					
1428150 Total:		5,723.35			
Christopher Burke Enginee		5,723.35			
City Tech Usa Inc					
CITYTECH					
32190	4/10/2018	310.00	0.00	05/01/2018	Annual membership for Public Salary
101-200-511-5599 Other contractual					
32190 Total:		310.00			
City Tech Usa Inc Total:		310.00			
Classic Design Awards					
CLASSICD					
180528	4/18/2018	181.95	0.00	05/01/2018	Nameplates for Police Chief
101-100-511-5799 Other materials & supplies					
180528 Total:		181.95			
Classic Design Awards Tot		181.95			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
EJ Equipment					
EJEQUIP					
P11249	3/30/2018	1,680.43	0.00	05/01/2018	Gas charger and hose for Water Dept
660-620-519-5745 Small tools					
P11249 Total:		1,680.43			
EJ Equipment Total:		1,680.43			
Martin Implement Sales Inc					
MARTINIM					
A61841	4/11/2018	153.68	0.00	05/01/2018	Fuel, gasket, hose, clamp for Tractor
205-430-515-5480 R&M - vehicles					
A61841 Total:		153.68			
P13319	3/26/2018	69.89	0.00	05/01/2018	Washer, gasket, bushing for Tractor
205-430-515-5480 R&M - vehicles					
P13319 Total:		69.89			
Martin Implement Sales In		223.57			
Raynor Door Co					
RAYNOR					
668190	4/17/2018	4,468.00	0.00	05/01/2018	Installation of rollers and pneumatic edge
101-420-511-5405 R&M - buildings					
668190 Total:		4,468.00			
Raynor Door Co Total:		4,468.00			
Westmont Auto Parts					
WESTMONT					
19274	4/16/2018	102.92	0.00	05/01/2018	Filters for PW
101-440-513-5480 R&M - vehicles					
19274	4/16/2018	102.92	0.00	05/01/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-430-515-5480 R&M - vehicles 19274	4/16/2018	102.92	0.00	05/01/2018	Filters for PW
660-620-519-5480 R&M - vehicles					Filters for PW
	19274 Total:	<u>308.76</u>			
	Westmont Auto Parts Total	<u>308.76</u>			
	Report Total:	<u><u>12,896.06</u></u>			

Request For Board Action

REFERRED TO BOARD: May 1, 2018

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Adopting Prevailing Wages Effective May 1, 2018 for the State of Illinois Prevailing Wage Act

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The State of Illinois Prevailing Wage Act requires the Village to ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics, and other workers performing contracted public works construction for the Village. In so doing, contractors of public works projects coming under the jurisdiction of the Village must be paid at least the same prevailing rates of wages for contracted construction work being performed in the Cook County area.

With the adoption of this proposed Resolution for payment of prevailing wages any and all contracted public works construction undertaken by the Village shall be paid at the prevailing rates for construction work in the Cook County area. The most recent update to the prevailing wages for Cook County was completed in September, 2017. A copy of the rates is attached.

This proposed Resolution will satisfy the requirements of the Prevailing Wage Act. A copy of this Resolution will be forwarded to the Illinois Department of Labor and a required legal notice will be published in a local newspaper.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Cook County Prevailing Wages for September, 2017

RECOMMENDED MOTION:

Move to approve a Resolution adopting prevailing wages effective May 1, 2018 as required by the Illinois Prevailing Wage Act.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES
IN THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the State of Illinois has enacted the “Prevailing Wage Act,” 820 ILCS 130/0.01 *et seq.* (“**Act**”); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; 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 adopt 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. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of September 2017, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department’s September 2017 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor’s false certification. Upon seven business days’ notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2018.

Barry Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

Exhibit A

Illinois Department of Labor Prevailing Wages for Cook County
September 2017

Prevailing Wage rates for Cook County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		46.35	48.85	1.5	1.5	2	7.05	8.95	1.85	1.32
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.85	1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Request For Board Action

REFERRED TO BOARD: May 1, 2018

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Approving a Reduction in the Required Side Yard Setback to Allow the Demolition of a Legal Non-Conforming Garage and Construction of a New Garage in the Same Location at 6609 North Kolmar Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Nevenka Vasilj, Property Owner, seeks a Variation to allow the demolition and replacement of an existing garage in its current location. The existing garage is considered legal non-conforming due to it having a side yard setback on the north side of the property of approximately six feet, while the required side yard setback is seven feet. Based on Section 9.07(1) the Zoning Ordinance, any modification to the existing non-conforming building that includes structural alterations requires the garage to come into compliance. Therefore, once the existing garage is removed, the new garage would be required to come into compliance with the required side yard setback of seven feet.

REQUESTED ACTIONS:

Section 4.11 of the Zoning Ordinance establishes a minimum required setback of five feet or ten percent of the lot width, whichever is greater, for buildings in the R-2 District. The subject property has a lot width of seventy feet, so the required side yard setback is seven feet. If installed in the same location as the existing garage, the proposed garage would have a setback of six feet one-half inch. This requires a Variation of eleven and one-half inches from the side yard setback required from the north lot line.

Considerations:

Impact on Adjacent Properties

The proposed garage would be in the same location as the existing garage and would be built at the same overall height of ten feet six inches. The proposed plan also includes a rooftop deck on the garage. The top of the railing for the rooftop deck would be fourteen feet three inches above grade. The property to the north, 6615 North Kolmar Avenue, includes a single-story residence set back 7.85 feet from the property line that is shared with 6609 North Kolmar Avenue. It is reasonable to expect some additional shade being created on a small portion of 6615 North Kolmar Avenue during times of the year when the sun is at its lowest.

Petitioner Responses

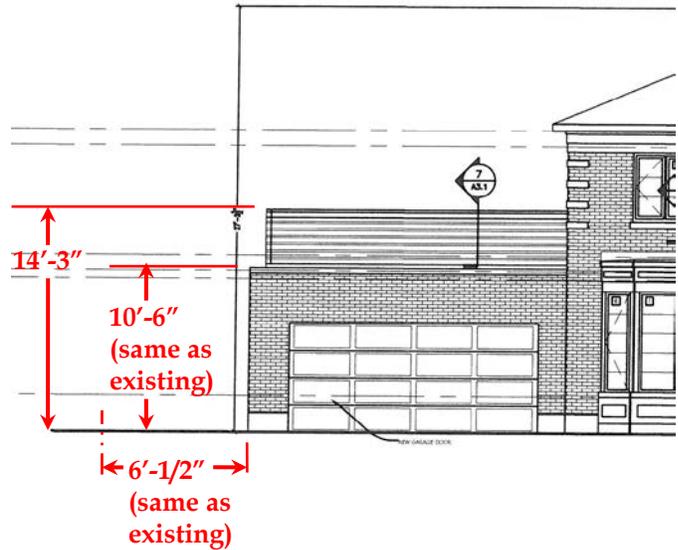
In the Variation Application, the Petitioner identified the following characteristics as relevant to the request:

- The proposed garage would be in the same location as the existing garage, meaning that there would be negligible impacts on the neighboring property to the north;

- If required to meet the seven-foot setback, the foundation wall of the proposed garage would be located in disturbed soil, possibly reducing the soil bearing capacity in that location; and
- If required to meet the seven-foot setback, the resulting width of the garage (measured to the exterior façade) would be 19 feet four inches rather than twenty feet four inches. This dimension makes it difficult for the structure to effectively accommodate two cars.

Variation Standards

Section 5.15(7) Major Variations of the Village Zoning Ordinance identifies eight standards related to this case to be used 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.” These standards can be found in attachment #5 of this report.



Public Comment

No public comment was received by the Community Development Department prior to the distribution of this Staff Report.

Public Hearing

The Zoning Board of Appeals held a Public Hearing regarding this request during its April 18, 2018 regular meeting. As part of the Hearing, the property owner described the need for the Variation. He stated that the existing garage is planned to come down to support construction

logistics to the rear of the property related to a larger home renovation and addition. Removing the garage will allow them to minimize the potential for damage to neighboring properties. Also, he stated that reducing the width of the garage to meet the required setback will not allow it to function as a two-car garage as it currently does.



Chairman O’Brien sought clarification regarding the intent of the rooftop deck above the garage. She asked if there is the intention to convert it to a second story living space. The property owner stated that they do not have that intention.

During public comment, the owner of 6606 North Kilbourn Avenue, located directly east and to the rear of the subject property, expressed concerns related to backyard flooding. He acknowledged that the proposed garage and the related Variation request are not necessarily related to this issue, and he is not opposed to the request. However, he stated that potential flooding impacts on neighbors should be considered as part of the larger home renovation and addition. Staff clarified that, due to the size of the addition, the subject property would be required to submit a grading and drainage plan for review by the Village Engineer as part of permit issuance for the proposed improvement.

Zoning Board of Appeals Recommendation

Based on the facts described above and the testimony of the property owner, the Zoning Board of Appeals unanimously recommended approval of the Petitioner's request for a Variation to allow the demolition of a legal non-conforming garage and construction of a new garage in the same location with a reduced side yard setback along the north lot line.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. April 18, 2018 Zoning Board of Appeals Staff Report
3. April 18, 2018 Zoning Board of Appeals Minutes Excerpt (Draft)
4. Zoning Variation Application
5. Design Plans
6. Relevant Village Code Sections

RECOMMENDED MOTION:

Move to adopt an Ordinance approving a reduction in the required side yard setback along the north lot line from seven feet to six feet one-half inch to allow the demolition of a legal non-conforming garage and construction of a new garage in the same location at 6609 North Kolmar Avenue.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-_____

**AN ORDINANCE GRANTING A VARIATION
FOR THE CONSTRUCTION OF A GARAGE**

(6609 North Kolmar Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS _____ DAY OF MAY, 2018.

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 _____, 2018

Village Clerk

**AN ORDINANCE GRANTING A VARIATION
FOR THE CONSTRUCTION OF A GARAGE**
(6609 North Kolmar Avenue)

WHEREAS, Nevenka Vasilj ("**Owner**") is the record title owner of that certain property located in the R-2 Residential District ("**R-2 District**"), commonly known as 6609 North Kolmar 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 a two-story single-family residential structure, a portion of which is used as a garage ("**Existing Garage**"); and

WHEREAS, pursuant to Section 4.11 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the minimum interior side yard setback for the Property is seven feet; and

WHEREAS, the Existing Garage is located approximately 6.5 feet from the northern lot line of the Property, in violation of the minimum setback regulation set forth in Section 4.11 of the Zoning Ordinance; and

WHEREAS, pursuant to the Zoning Ordinance, the Existing Garage is a legal nonconforming structure; and

WHEREAS, the Owner desires to demolish the Existing Garage, and to construct a new garage in the exact location of the Existing Garage ("**Proposed Garage**"); and

WHEREAS, in order to permit the construction of the Proposed Garage on the Property, the Owner has filed an application for a variation from minimum interior side yard setback regulation set forth in Section 4.11 of the Zoning Ordinance ("**Requested Variation**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("**ZBA**") of the Village of Lincolnwood to consider approval of the Requested Variation was duly advertised in the *Lincolnwood Review* on March 29, 2018, and held on April 18, 2018; and

WHEREAS, on April 18, 2018, the ZBA made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets 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 Variation, 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 VARIATION. 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 3 of this Ordinance, the Village President and Board of Trustees hereby grant a variation from Section 4.11 of the Zoning Ordinance to decrease the minimum side yard setback on the Property, from seven feet to 6 feet, one-half inch.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approval granted pursuant to Section 2 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Garage 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 Proposed Garage and the Property must 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 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 Proposed Garage and the Property must comply with that certain plan entitled "Variance Drawings", prepared by Alexander & Associates, Ltd. Architects, consisting of six sheets, with a latest revision date of March 19, 2018 and noted as "Approved 4.18.18", a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Plans")**.
- C. Limitation of Variation. The variation granted in Section 2 of this Ordinance applies and is limited only to the Proposed Garage, as depicted in the Plans. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Proposed Garage or the Property without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
- D. 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 Owner must 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 must be made by a certified or cashier's check. Further, the Owner must 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 will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges,

obligations, and provisions contained herein inures solely to the benefit of, and be binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the variation granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the variation granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-2 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 variation granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and

Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this __ day of May, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ___ day of May, 2018.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE SOUTH 25 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 17 IN LINCOLNWOOD TERRACE, BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1946 AS DOCUMENT NUMBER 13889160, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6609 North Kolmar Avenue, Lincolnwood, Illinois.

PIN: 10-34-312-067-0000

EXHIBIT B

PLANS

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lincolnwood, Illinois ("**Village**");

WHEREAS, Nevenka Vasilj ("**Owner**") is the record title owner of that certain property located in the R-2 Residential District, commonly known as 6609 North Kolmar Avenue, in the Village ("**Property**"); and

WHEREAS, Ordinance No. 2018-_____, adopted by the Village President and Board of Trustees on _____, 2018 ("**Ordinance**"), grants a variation from "The Village of Lincolnwood Zoning Ordinance" to permit the construction of a garage on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of a variation for the Property or its adoption of the Ordinance, and that the Village's approval does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variation for the Property.

Dated: _____, 2018

NEVENKA VASILJ



Zoning Board of Appeals Staff Report

Case #ZB-03-18

April 18, 2018

Subject Property:
6609 North Kolmar Avenue

Zoning District: R-2,
Residential

Petitioner: Nevenka Vasilj, Property
Owner

Requested Action: Variation to allow
the replacement of a garage with a
similar non-compliant setback.



Nature of Request: The Petitioner seeks a Variation to allow the demolition of an existing garage and construction of a new garage in the same location. The proposed garage is required to be setback seven feet from the north lot line. The proposed setback is six feet and one-half inch. (It should be noted that the initial legal notice referenced a Variation for the proposed rooftop deck. However, it has since been confirmed that the deck is compliant with zoning regulations and does not require a Variation.)

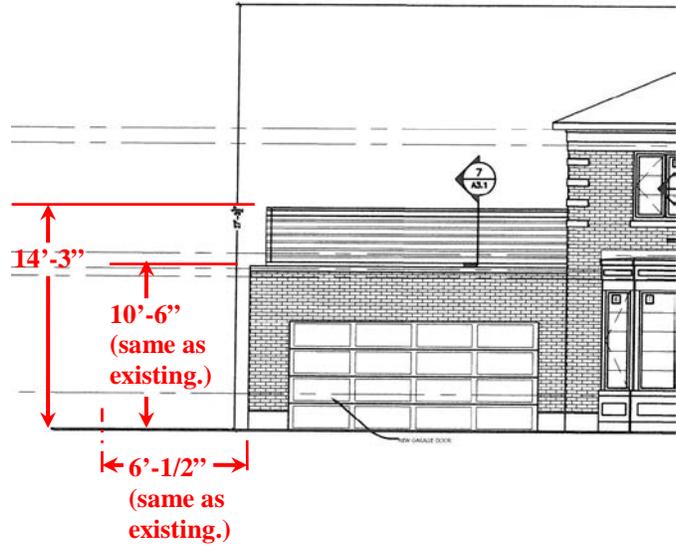
Notification: Notice was published in the Lincolnwood Review on March 29, 2018, a Public Hearing Sign installed at 6609 North Kolmar Avenue, and Legal Notices were mailed on March 29, 2018 to Properties within 250 Feet.

Summary of Request

The Petitioner is seeking relief to allow the demolition and replacement of an existing garage in its current location. The existing garage is considered legal non-conforming due to it having a side yard setback on the north side of the property of approximately six feet, while the required side yard setback is seven feet. Based on Section 9.07(1) the Zoning Ordinance, any modification to the existing non-conforming building that includes structural alterations requires the garage to come into compliance. Therefore, once the existing garage is removed, the new garage would be required to come into compliance with the required side yard setback.

Requested Relief:

Section 4.11 of the Zoning Ordinance establishes a minimum required setback of five feet or 10% of the lot width, whichever is greater, for buildings in the R-2 District. The subject property has a lot width of 70', so the required side yard setback is seven feet. If installed in the same location as the existing garage, the proposed garage would have a setback of 6'-1/2". This requires a Variation of 11.5" from the side yard setback required from the north lot line.



Considerations:

The following considerations may be relevant to ZBA discussion regarding this Variation request:

Impact on Adjacent Properties

The proposed garage would be in the same location as the existing garage and would be built at the same overall height of 10'-6". The proposed plan also includes a rooftop deck on the garage. The top of the railing for the rooftop deck would be 14'-3" above grade. The property to the north, 6615 North Kolmar Avenue, includes a single-story residence setback 7.85' from the property line that is shared with 6609 North Kolmar Avenue. It is reasonable to expect some additional shade being created on a small portion of 6615 North Kolmar Avenue during times of the year when the sun is at its lowest.



Petitioner Responses

In the Variation Application, the Petitioner identified the following characteristics as relevant to the request:

- The proposed garage would be in the same location as the existing garage, meaning that there would be negligible impacts on the neighboring property to the north.
- If required to meet the seven foot setback, the foundation wall of the proposed garage would be located in disturbed soil, possibly reducing the soil bearing capacity in that location.
- If required to meet the seven foot setback, the resulting width of the garage (measured to the exterior façade) would be 19'-4" rather than 20'-4". This dimension makes it difficult for the structure to effectively accommodate two cars.

Variation Standards

Section 5.15(7) Major Variations of the Village zoning ordinance identifies eight standards related to this case to be used 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.*” These standards can be found in attachment #5 of this report.

Public Comment

No public comment was received by the Community Development Department prior to the distribution of this staff report.

Precedent Cases

The following precedent cases describe how similar requests have been considered by the ZBA and Village Board. It should be noted that several other similar requests have been administered through the Village’s Minor Variation process. Projects are eligible for the Minor Variation process if they result in a non-compliant setback that is consistent with the existing non-compliant setback on the property. Between 2015 and 2017, six such requests have been approved, and none have been denied.

3455 West Albion Avenue (2015)

The Petitioner requested a corner side yard setback Variation, finished first floor height Variation, side yard deck setback Variation, and side yard patio setback Variation related to an interior remodel and addition to existing single-family home. The interior side yard setback Variation allowed for a second-story addition where a setback of 3’ already existing on the first floor. By a vote of 6-0, ZBA recommended that the request be granted. The Village Board concurred by a vote of 5-0.

5080 West Northshore Avenue (2015)

The Petitioner requested a side yard setback variation and rear yard deck variation as part of a first floor addition. The side yard setback Variation allowed the required side yard setback to be reduced from 8.1’ to 6.9’. By a vote of 6-0, ZBA recommended that the request be granted. The Village Board concurred by a vote of 5-0.

6755 North Kostner Avenue (2014)

The property owner requested a Variation in order to allow a one-story addition to the side of the existing single-family home. The Variation permitted an expansion of the existing kitchen to the rear and an extension of the vestibule at the front of the existing home to each encroach into the required side yard. In each case, the encroachment reduced the required setback from 6’ to 4.8’, and matched the existing setback of the home. By a vote of 6-0, ZBA recommended that the request be granted. The Village Board concurred by a vote of 4-0.

Conclusion

The Petitioner seeks a Variation to allow the demolition of an existing garage and construction of a new garage in the same location. The proposed garage is required to be setback seven feet from the north lot line. The proposed setback is six feet and one-half inch. The petitioner states that the Variation is required in order to maintain the structural integrity of the north wall and to ensure a properly functioning two-car garage. The Petitioner also states that any impacts to the neighbor to the north are negligible.

Documents Attached

1. Zoning Variation Application
2. Design Plans
3. Relevant Village Code Sections



DRAFT MEETING MINUTES
OF THE
ZONING BOARD OF APPEALS
APRIL 18, 2018

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60712

MEMBERS PRESENT:

Chairman Kathy O'Brien
Rizwan Hussain
Christopher Nickell
Teodor Strat

MEMBERS ABSENT:

Paul Grant
Bruce Heller
Martina Keller

STAFF PRESENT:

Steve McNellis, Community Development Director
Doug Hammel, AICP, Community Development Manager

I. Call to Order

Chairman O'Brien noted a quorum of four members and called the meeting to order at 7:00 p.m.

II. Pledge of Allegiance

III. Approval of Minutes

Motion to approve the February 21, 2018 Zoning Board of Appeals minutes was made by Commissioner Nickell and seconded by Commissioner Hussain.

Aye: Hussain, Nickell, Strat, and O'Brien

Nay: None

Motion Approved: 4-0

DRAFT

IV. Case #ZB-03-18: Public Hearing: 6609 Kolmar Avenue –Variations Related to Building Setback and Deck Setback

Chairman O'Brien announced Case #ZB-03-18 for consideration of a request by Nevenka Vasilj, property owner, to allow an existing attached garage in the R-2 Zoning District to be demolished and reconstructed with the same non-compliant side yard setback as the existing garage, and with a rooftop deck that encroaches upon the required side yard setback. (Development Manager

Hammel clarified that, since the initial issuance of the legal notice, staff has interpreted the rooftop deck as being compliant with the Zoning Code and, therefore, no longer a part of the Variation request.)

Development Manager Doug Hammel provided a brief overview of the proposed project and requested Variation. 6609 North Kolmar Avenue is located in the R-2 Residential Zoning District, and currently has a legal-nonconforming garage along the north lot line. The garage is considered legal non-conforming since it is located too close to the lot line based on the required seven-foot setback.

The proposed improvement on the property includes the demolition of the existing garage, and the construction of a new garage in the same location. Once the existing garage is razed, the new structure is required to comply with the Zoning Code. The reconstruction of the garage is part of a larger renovation and addition of the structure on the property. The proposed garage would have the same setback and height as the existing garage. The only new characteristics of note would be a rooftop deck with a railing would extend an additional three feet nine inches above the top of the proposed garage.

The proposed garage requires a Variation from Section 4.11 of the Zoning Code, which states that the side yard setback must be at least five feet or ten percent of the lot width, whichever is greater. The subject property's required side yard setback is seven feet, and the proposed garage is setback six feet one-half inch from the north lot line.

Development Manager Hammel identified several considerations including: 1) the remaining space between the proposed garage and the home to the north would be approximately fourteen feet, aligning with the intent of the code and its ten percent side yard setback requirement on two lots of seventy feet in width; 2) the additional height of the rooftop deck railing could cast additional shadow on the neighboring property to the north; and 3) Petitioner considerations related to the soil bearing capacity if the garage is required to comply, the fact that the proposed garage is in the same place as the existing one, and the need to maintain adequate width for a two-car garage. Development Manager Hammel also described several precedent cases that demonstrate the Village's past support for similar Variation requests.

Chairman O'Brien swore in Jago Vasilj, property owner, and Joe Alexander, architect. As part of their testimony, Mr. Vasilj stated that the removal of the existing garage is necessary to get construction vehicles to the rear yard without impacting surrounding properties. Chairman O'Brien clarified that the intent of this request is not to install a second floor of living space above the proposed garage. Mr. Vasilj confirmed that second-story living space is not the intent.

Chairman O'Brien invited comments from the public. The property owner of 6606 North Kilbourn Avenue, located immediately east of the subject property, stated concerns related to backyard flooding. He stated, however, that he has no objection to the proposed setback Variation. Development Manager Hammel stated that the size of the addition will require a site drainage and engineering plan that will be reviewed by the Village Engineer. The intent of this

review is to minimize additional flooding impacts on surrounding properties. Mr. Vasilj stated that they intend to provide drainage infrastructure as required by the Village.

Motion to recommend approval of the requested reduction of the side yard setback from seven feet to six feet one-half inch was made by Commissioner Nickell and was seconded by Commissioner Hussain. Case #ZB-03-18 will be heard at the May 1, 2018 meeting of the Village Board.

Aye: O'Brien, Hussain, Nickell, and Strat

Nay: None

Motion Approved: 4-0

V. Case #ZB-04-18: Public Hearing: 7001 North Ridgeway Avenue – Variations Related to Natural Screening, Permitted Obstructions in a Yard, Side Yard Setbacks, and Business Operations Outside of an Enclosed Building

Chairman O'Brien announced Case #ZB-04-18 for consideration of a request by Robert (Tim) Garcia, representing 7001 Ridgeway LLC, property owner, for Variations needed for proposed exterior improvements to an existing two-story catering business at the property commonly known as 7001 North Ridgeway Avenue. The Variations are related to the location and height of natural screening, business operations conducted outside of a completely enclosed building, a terrace/patio in the required front yard setback, decorative wood posts used to suspend festival lights above a proposed terrace/patio, an awning/canopy for bicycle storage that projects greater than twenty-five percent of the width of a required side yard setback, and a setback less than ten feet (10') for a vestibule and raised wooden planters in a required side yard abutting a street.

Community Development Director Steve McNellis provided an overview of the proposed project and requested Variations. 7001 North Ridgeway Avenue is located in the M-B Light Manufacturing/Business District and is the home of Food For Thought. This location has served as their headquarters since 1998, and, in 2000, the owners completed an addition of a second-story mezzanine.

The proposed improvements to the exterior of the property include: 1) an outdoor patio on the west façade of the building surrounded by landscape screening and including poles to support strings of lighting over the patio; 2) a new vestibule on the south façade marking the primary entrance to the building; 3) planter boxes along the south façade of the building; and 4) a canopy providing a covered area for bicycle parking along the south façade of the building.

Development Director McNellis enumerated the following sections from which Variations are required to accommodate the proposed improvements:

- Section 3.13(16)(a) of the Zoning Code, which permits natural screening in the Front Yard setback of an MB-zoned property, only when screening parking areas from public view and only at a height that does not exceed four feet (4'). Since the proposed screening is six feet-tall and does not screen a parking lot, a Variation is required;



VILLAGE OF LINCOLNWOOD Public Hearing Application
Community Development Department Variations

SUBJECT PROPERTY

Property Address: 6609 Kolmar

Permanent Real Estate Index Number(s): 10-34-312-067-0000

Zoning District: R3-Residential Lot Area: 9,243 Square Feet

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.
Existing two-story single-family residence with attached two car garage.

Are there existing development restrictions affecting the property? Yes No
(Examples: previous Variations, conditions, easements, covenants) If yes, describe: _____

REQUESTED ACTION

- | | |
|---|--|
| <input checked="" type="checkbox"/> Variation - Residential | <input type="checkbox"/> Variation - Signs/Special Signs |
| <input type="checkbox"/> Variation - Non-Residential | <input type="checkbox"/> Minor Variation |
| <input type="checkbox"/> Variation - Off-Street Parking | <input type="checkbox"/> Other |
| <input type="checkbox"/> Variation - Design Standards | |

PROJECT DESCRIPTION

Describe the Request and Project: We are requesting zoning relief to allow existing non-conforming garage to remain in place rather than tearing down existing attached garage and rebuilding with smaller attached garage.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s): *(List all Beneficiaries if Trust)*

Name: Nevenka Vasilj

Address: 6609 Kolmar

Telephone: (773) 710-9474 Fax: () E-mail: jago601@yahoo.com

Petitioner: *(if Different from Owner)*

Name: _____ Relationship to Property: _____

Address: _____

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

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	<input checked="" type="checkbox"/>	Applicable Zoning Worksheet	<input checked="" type="checkbox"/>
Site Plan	<input checked="" type="checkbox"/>	Photos of the Property	<input checked="" type="checkbox"/>
Proof of Ownership	<input type="checkbox"/>	PDF Files of all Drawings	<input type="checkbox"/>
Floor Plans	<input checked="" type="checkbox"/>	Elevations	<input checked="" type="checkbox"/>

*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: Nevenka Vasilj
Address: 6609 Kolmar
City, State, Zip: Lincolnwood, Illinois 60712

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I 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:

Nevenka Vasilj
Signature

Nevenka Vasilj
Print Name

3/20/18
Date

PETITIONER: (if Different than Property Owner)

Signature

Print Name

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.

We believe that the requested Variation to maintain the existing non-conformity is consistent with the stated intent and purposes of the Zoning Ordinance and Comprehensive plan, because the existing non-conformity is only 0.94 feet (13%) closer to the side lot line than the allowable 7.00 feet and is unnoticeable. The portion of the house that encroaches is 1-story and has negligible effect on blocking light and ventilation to the neighboring house to the north.

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.

We are concerned about soil bearing being sufficiency related to relocating the existing garage wall – that is, if the existing wall is demolished and rebuilt, that there may not be adequate soil bearing capability because we would be building on disturbed soil. Furthermore, moving the north wall of the garage would make it near impossible to fit 2 cars inside.

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.

We believe to the best of our current knowledge that this non-conformity is a unique condition dating to the construction of this property almost 50 years ago. The non-conformity may be the result of a Zoning Ordinance change since the house was originally build.

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

As mentioned earlier, the requested variation is solely for practical reasons related to use of the property in that conformity will make the garage unusable to park 2 cars inside.

VARIATION STANDARDS (Continued)

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

The difficulty is a pre-existing condition dating to the original construction of the garage and was not caused by any person presently having an interest in the property.

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

We do not believe that the Variation would be in any way detrimental to the public welfare. Additionally, as we are seeking a Variation for the existing north garage wall to remain in place. There would be no negative affect on the neighboring houses because we would not be changing anything.

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

The Variation is the minimum change to the Zoning Ordinance standards to alleviate the practical hardship on the property. We feel that allowing the variation to maintain the existing non-conformity is all that would be required to meet our stated goal of being able to use the garage to house 2 cars as originally designed.

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.

We do not believe that the Variation will impair an adequate supply of light and air to the adjacent property to the north as the non-conforming structure is existing and will not be increased in height. We also do not believe that the danger of fire or endangerment of public safety will be increased in any way by the Variation because the existing garage north wall is constructed of brick. Additionally a larger 2-car garage will have a greater positive impact on property values, while not granting the Variation will decrease the property value of the house by necessitating a smaller 1-car garage which would then lead to a general decrease in property values.

**6609 Kolmar
Lincolnwood, IL 60712**



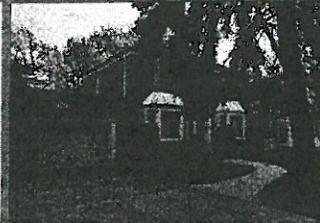
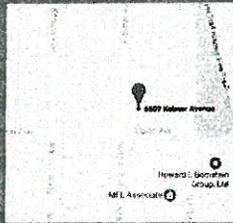
6609 Kolmar
Lincolnwood, IL 60712



SURVEY COORDINATED BY:



P 866-772-8813 F 215-359-1733
www.truline.tech.com



PROPERTY ADDRESS: 6609 N KOLMAR AVENUE LINCOLNWOOD, ILLINOIS 60712

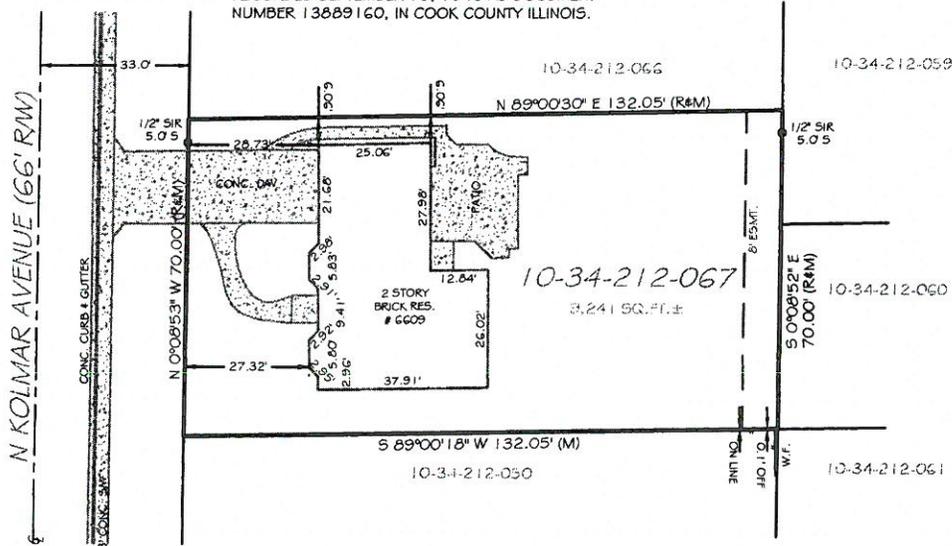
SURVEY NUMBER: 1703.2906

FIELD WORK DATE: 3/23/2017

REVISION DATE(S): (REV.0 3/27/2017)

17032906
BOUNDARY SURVEY
COOK COUNTY

THE SOUTH 25 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 17 IN LINCOLNWOOD TERRACE, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1946 AS DOCUMENT NUMBER 13689160, IN COOK COUNTY ILLINOIS.

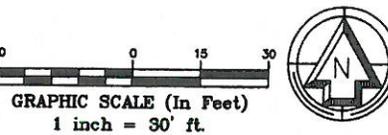


STATE OF ILLINOIS }
COUNTY OF GRUNDY } 55

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS 25TH DAY OF MARCH, 2017 AT 316 E. JACKSON STREET IN MORRIS, IL 60450.

Kenneth Kennedy

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2018
EXACTA LAND SURVEYORS LB# 5763



This document is copyrighted and may only be used by the parties to which it is certified.

POINTS OF INTEREST:
NONE VISIBLE

THE ABOVE SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE NUMBER IN THE BOTTOM RIGHT CORNER.

CERTIFIED TO: NEVENKA VASILJ; BURNET TITLE

CLIENT NUMBER: 94920

DATE: 3/27/2017

BUYER: NEVENKA VASILJ

SELLER: TRAJANKA MAKEDONSKI

This is page 1 of 2 and is not valid without all pages.



Truline Technologies, LLC.

2132 East Ninth Street, Ste. 210 Cleveland, Ohio 44115 F (866) 772-8813 F (215) 359-1733



Exacta Illinois Surveyors, Inc. LB# 184005763
1730 Park Street, Suite 204
Naperville, IL 60563

P (773)305-4010

F (773)305-4011

www.exactachicago.com



VILLAGE OF LINCOLNWOOD

Community Development Dept.

Zoning Calculations

Single-Family Home Additions

Please fill out this form for all permits involving Single-Family Home Additions

ADDRESS 6609 Kolmar

ZONING DISTRICT R3

TOTAL LOT AREA = WIDTH 70'-0" X LENGTH 132'-0 1/2" = 9,243 Sq.Ft.

ZONING SETBACKS

	Required	Existing	Proposed
FRONT YARD SETBACK	<u>25</u> Ft.	<u>26'-8"</u> Ft.	<u>26'-8"</u> Ft.
INTERIOR SIDE YARD SETBACK	<u>5</u> Ft.	<u>6'-0 1/2"</u> Ft.	<u>6'-0 1/2"</u> Ft.
INTERIOR/CORNER SIDE YARD SETBACK (Please circle one)	<u>5</u> Ft.	<u>9'-11 1/2"</u> Ft.	<u>7'-11 1/2"</u> Ft.
REAR YARD SETBACK	<u>30</u> Ft.	<u>65'-5 1/2"</u> Ft.	<u>47'-0"</u> Ft.
DISTANCE BETWEEN HOUSE AND ACCESSORY BLDG.	<u>Min. 15</u> Ft.		<u>n/a</u> Ft.

ZONING CALCULATION INSTRUCTIONS

	Permitted	Existing	Proposed Total
60% TOTAL LOT COVERAGE (Lot area)	<u>9,243</u> X .60 = <u>5,546</u> Sq.Ft.	<u>2,550</u> Sq.Ft.	<u>3,552</u> Sq.Ft.
35% BUILDING COVERAGE (Lot area)	<u>9,243</u> X .35 = <u>3,235</u> Sq.Ft.	<u>1,329</u> Sq.Ft.	<u>1,942</u> Sq.Ft.
50% FRONT YARD COVERAGE (Front yard)	<u>1,979</u> X .50 = <u>990</u> Sq.Ft.	<u>561</u> Sq.Ft.	<u>561</u> Sq.Ft.
30% REAR YARD BLDG. COV. (Rear yard)	<u>3,815</u> X .30 = <u>1,144</u> Sq.Ft.	<u>n/a</u> Sq.Ft.	<u>n/a</u> Sq.Ft.
60% or 66% F.A.R. (Lot area)	<u>9,243</u> X .60 = <u>5,545</u> Sq.Ft. (X .66)	<u>2,086</u> Sq.Ft.	<u>3,663</u> Sq.Ft.

AREA CALCULATIONS

	Existing	Proposed Changes	Proposed Total
A. CELLAR OR BASEMENT	<u>780</u> Sq.Ft.	<u>904</u> Sq.Ft.	<u>1,684</u> Sq.Ft.
B. 1ST FLOOR	<u>1,329</u> Sq.Ft.	<u>613</u> Sq.Ft.	<u>1,942</u> Sq.Ft.
C. 2ND FLOOR	<u>757</u> Sq.Ft.	<u>964</u> Sq.Ft.	<u>1,721</u> Sq.Ft.
D. ACCESSORY BUILDINGS	<u>n/a</u> Sq.Ft.	<u>n/a</u> Sq.Ft.	<u>n/a</u> Sq.Ft.
E. DRIVEWAY	<u>461</u> Sq.Ft.	<u>0</u> Sq.Ft.	<u>461</u> Sq.Ft.
F. SIDEWALKS	<u> </u> Sq.Ft.	<u> </u> Sq.Ft.	<u> </u> Sq.Ft.
G. PATIO/OTHER IMPERVIOUS SURFACE (includes walks)	<u>369</u> Sq.Ft.	<u>323</u> Sq.Ft.	<u>692</u> Sq.Ft.

TOTAL SQUARE FOOTAGE FOR PERMIT FEE CALCULATION

BASEMENT OR CELLAR + B + C + D + HABITABLE ATTIC = 5,347 Sq.Ft.

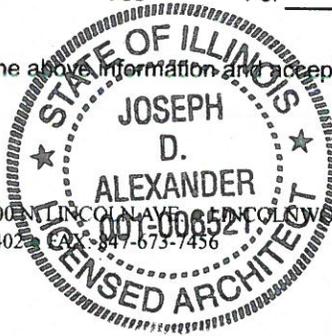
HOUSE HEIGHT (Measured from top of street curb) Permitted Max. 35 Ft. Proposed 27'-2 1/2" Ft.

FINISHED FIRST FLOOR HEIGHT (Measured from top of street curb) Permitted Max. 3 Ft. Proposed 2'-4" (Exist) Ft.

VARIATION REQUIRED No Yes For

The undersigned hereby acknowledges the accuracy of the above information and accepts full responsibility for any discrepancies or inaccuracies.

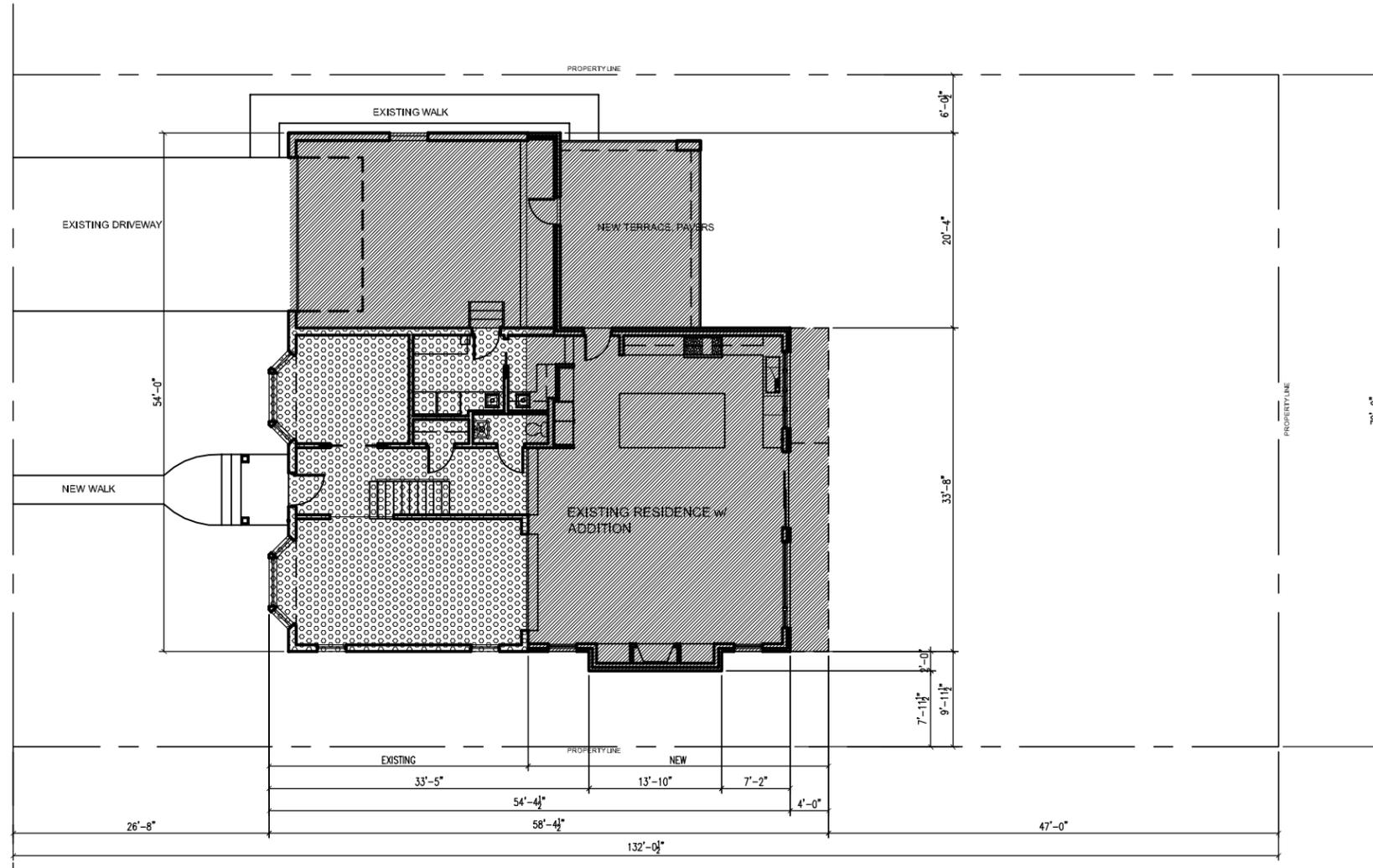
Joseph D. Alexander
 Licensed Architect Signature & Stamp



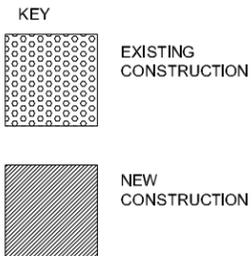
3/20/18
Date



KOLMAR AVENUE



1 SITE PLAN
A1.0 3/16" = 1'-0"



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CHICAGO, IL 60603
PH# (312) 880-1100



Joseph D. Alexander

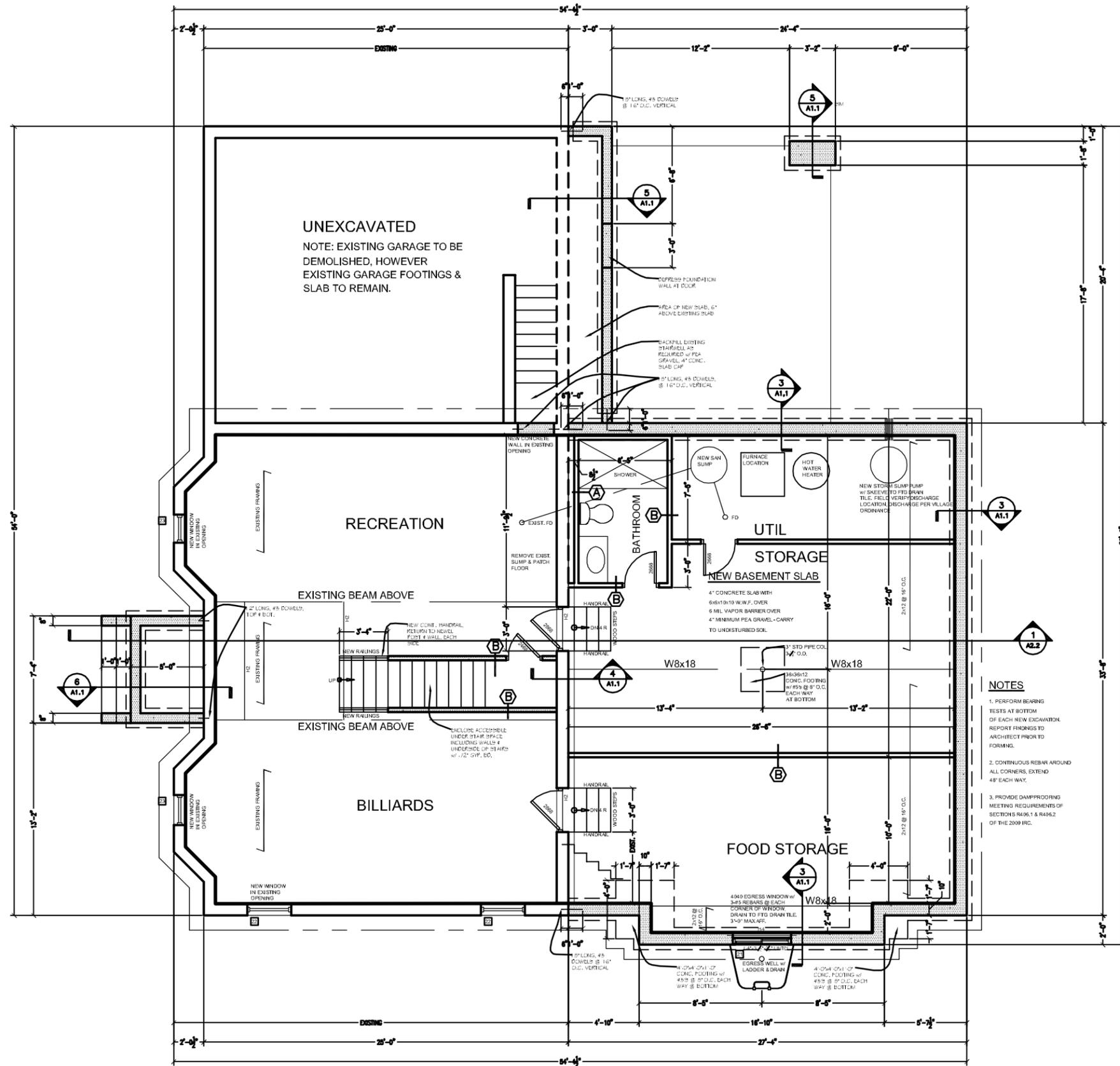
6609 KOLMAR

VARIANCE DRAWINGS

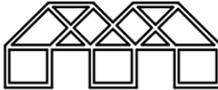
LINCOLNWOOD, IL 60712

SHEET#	A1.0
TITLE	SITE PLAN - APPROVED 4.18.18
DATE	MARCH 19, 2018
REV 1	
REV 2	
REV 3	
A&A #	1715

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- NOTES**
1. PERFORM BEARING TESTS AT BOTTOM OF EACH NEW EXCAVATION. REPORT FINDINGS TO ARCHITECT PRIOR TO FORMING.
 2. CONTINUOUS REBAR AROUND ALL CORNERS, EXTEND 48" EACH WAY.
 3. PROVIDE DAMPPROOFING MEETING REQUIREMENTS OF SECTIONS R406.1 & R406.2 OF THE 2009 IRC.


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ARCHITECTS
 11 E. ADAMS STREET SUITE 503
 CHICAGO, IL 60603
 PH# (312) 880-1100



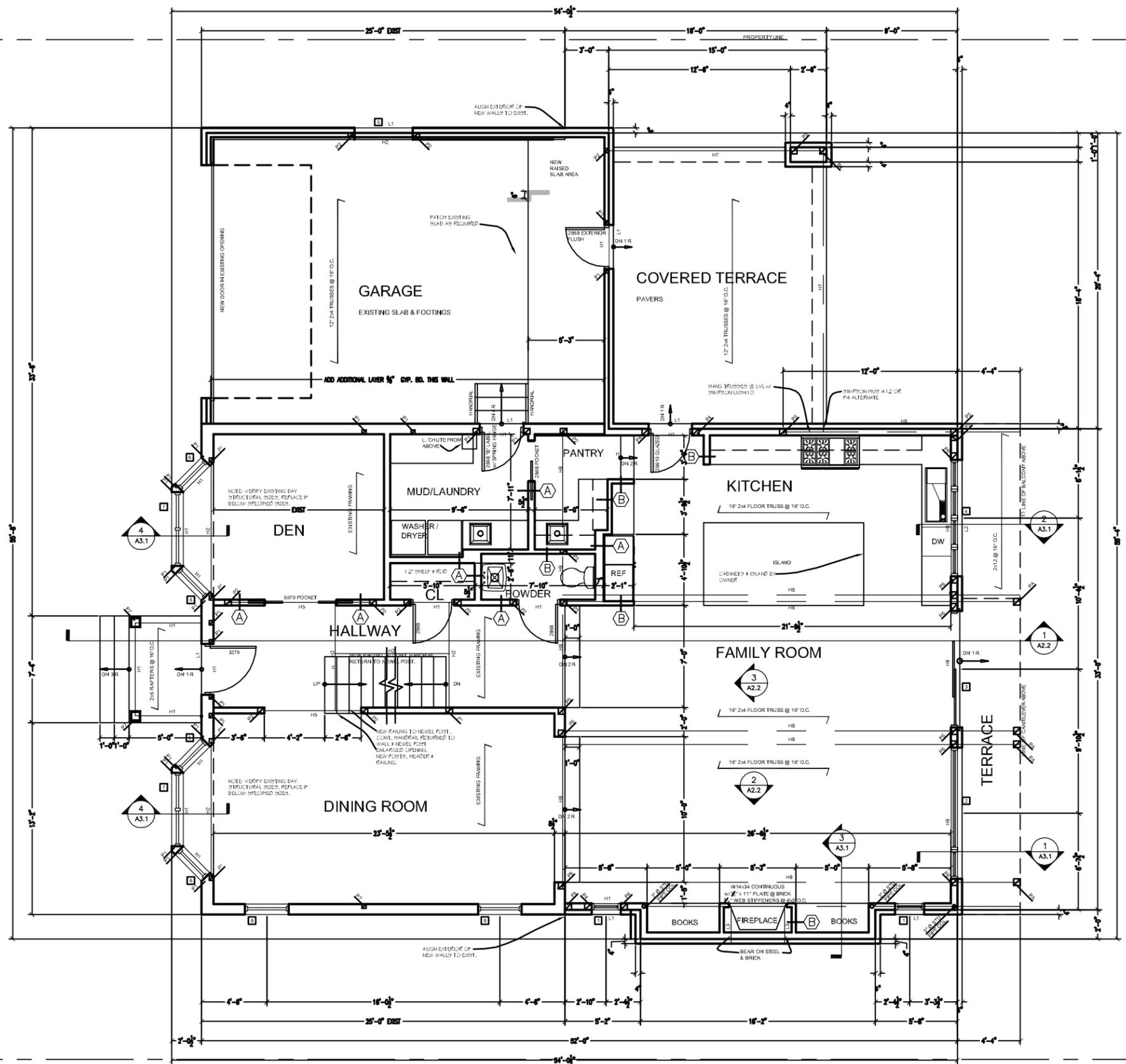
Joseph D. Alexander

6609 KOLMAR
 VARIANCE DRAWINGS
 LINCOLNWOOD, IL 60712

SHEET#	A1.1
TITLE	BSMT PLAN - APPROVED 4.18.18
DATE	MARCH 19, 2018
REV 1	
REV 2	
REV 3	
A&A #	1715

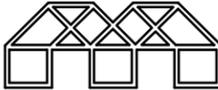
1
PROPOSED BASEMENT PLAN
 A1.1 1/8" = 1'-0"


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1 PROPOSED FIRST FLOOR PLAN
 A1.2 1/8" = 1'-0"



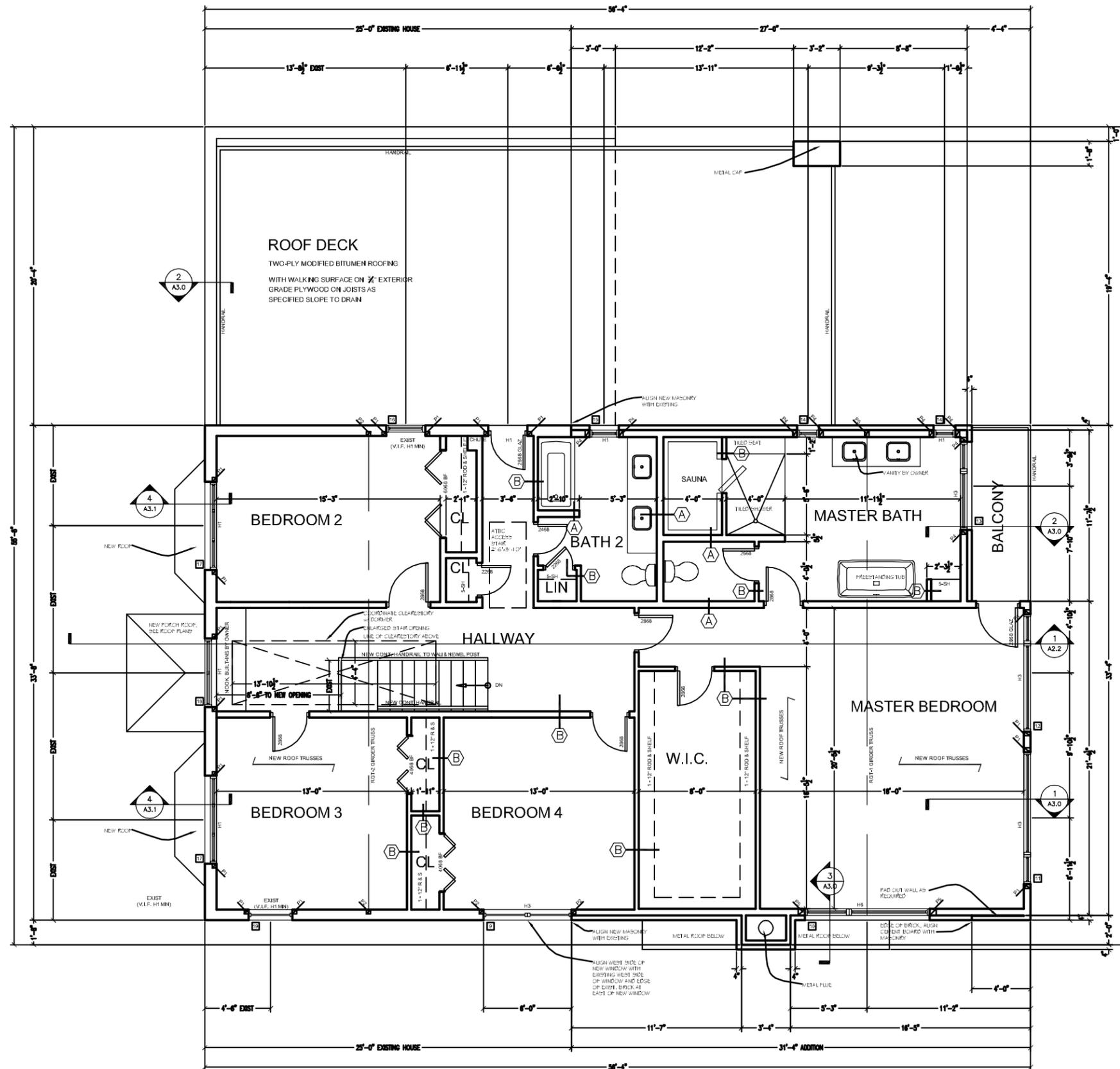

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Joseph D. Alexander

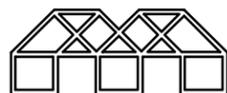
6609 KOLMAR	
VARIANCE DRAWINGS	
LINCOLNWOOD, IL 60712	
SHEET#	A1.2
TITLE	1st FLOOR - APPROVED 4.18.18
DATE	MARCH 19, 2018
REV 1	
REV 2	
REV 3	
A&A #	1715

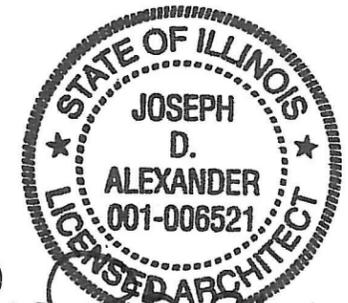
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1 PROPOSED SECOND FLOOR PLAN
A1.3 1/4" = 1'-0"



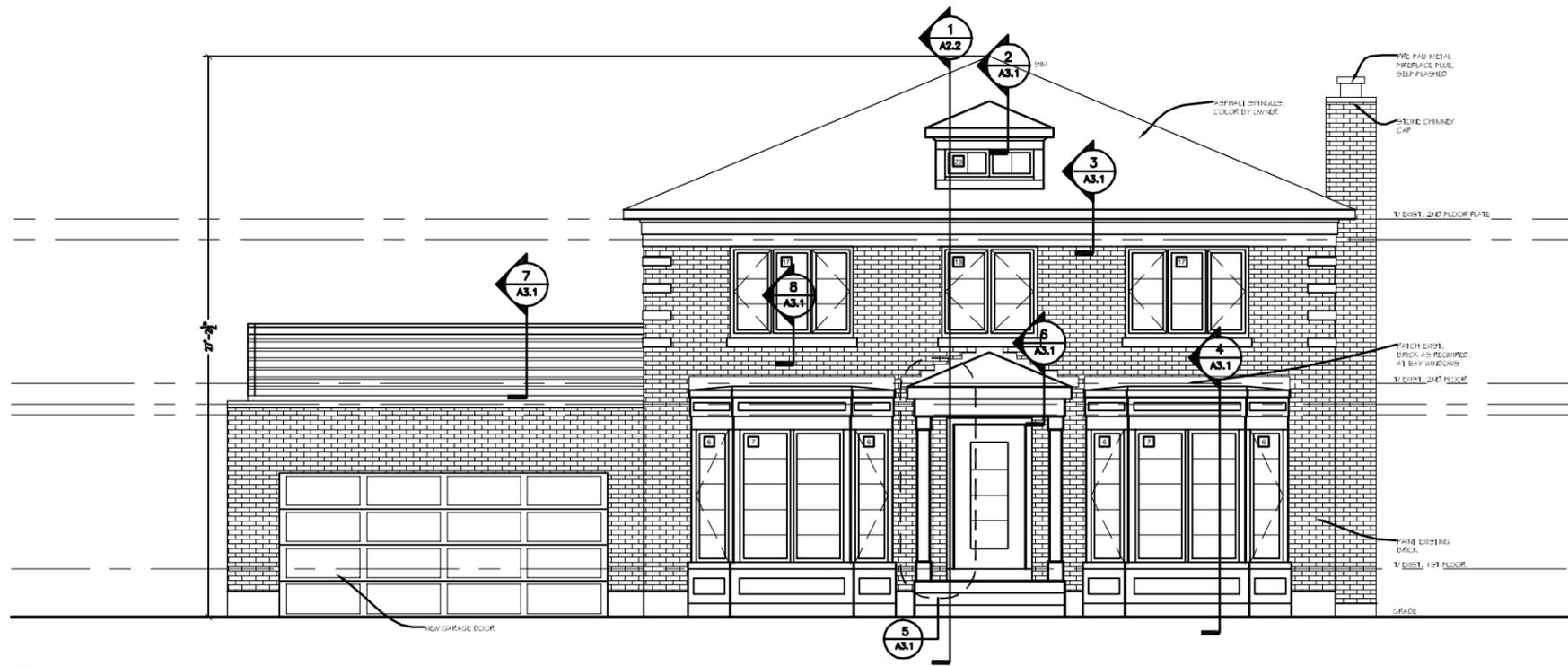

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 PH# (312) 880-1100



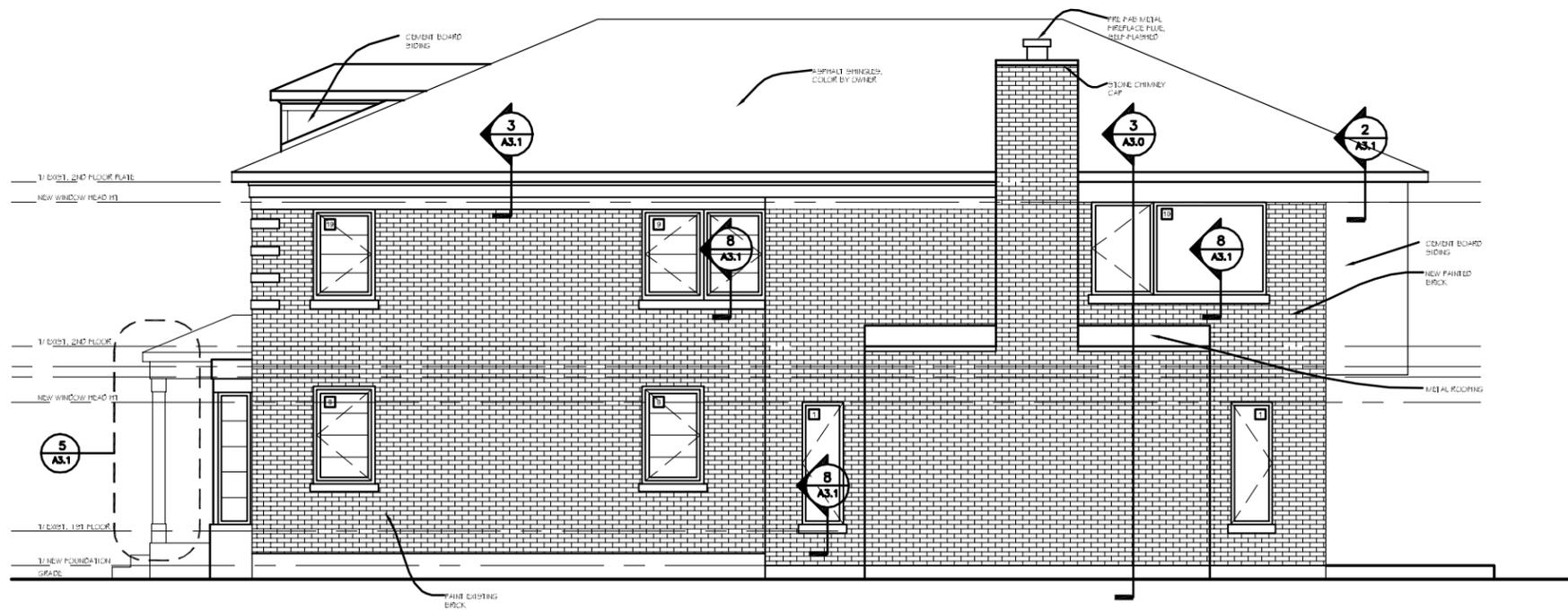
6609 KOLMAR
 VARIANCE DRAWINGS
 LINCOLNWOOD, IL 60712

SHEET#	A1.3
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DATE	MARCH 19, 2018
REV 1	
REV 2	
REV 3	
A&A #	1715

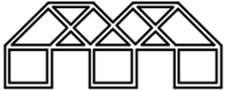
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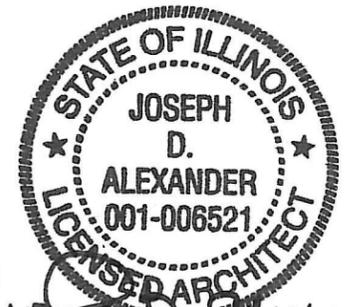


1 PROPOSED FRONT ELEVATION
 A1.4 1/8" = 1'-0"



3 PROPOSED SOUTH ELEVATION
 A1.4 1/4" = 1'-0"


**ALEXANDER &
 ASSOCIATES, LTD.
 ARCHITECTS**
 11 E. ADAMS STREET SUITE 503
 CHICAGO, IL 60603
 PH# (312) 880-1100



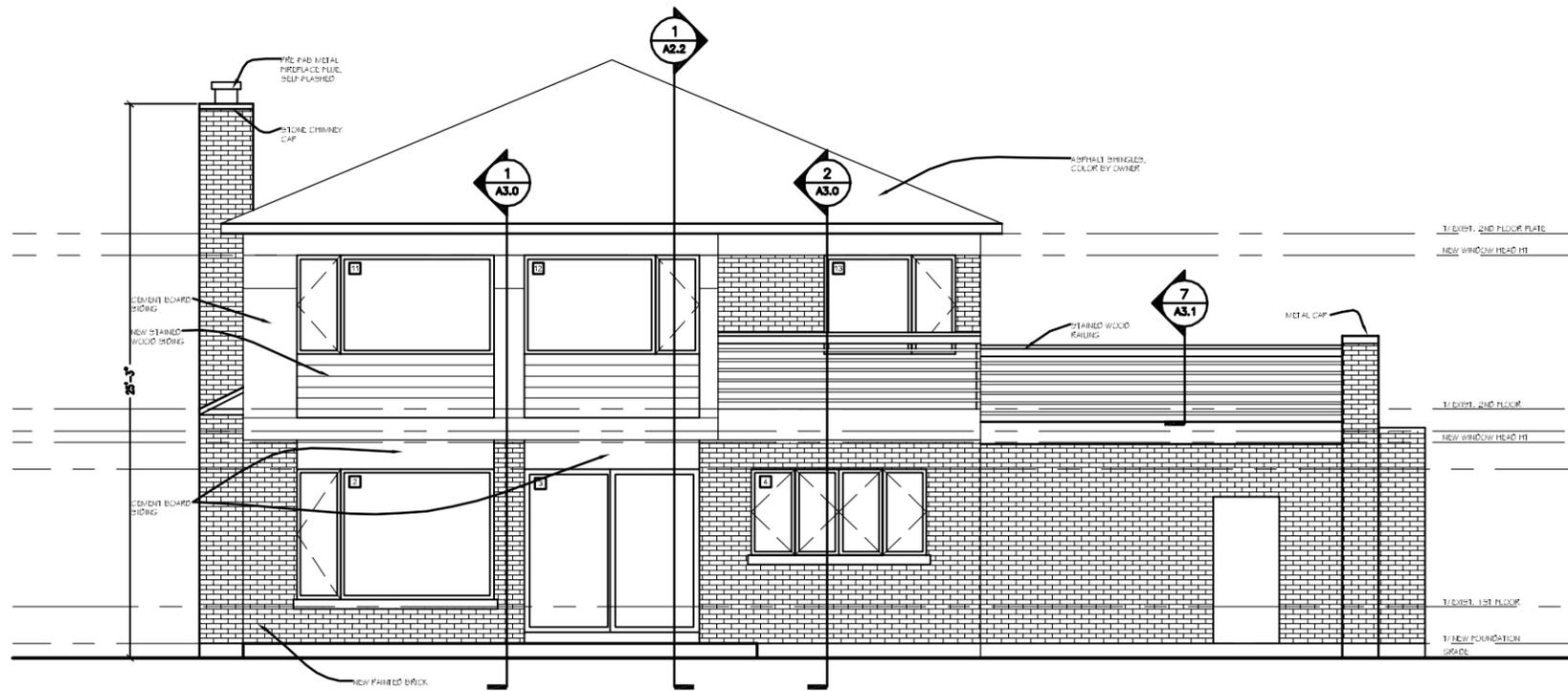
6609 KOLMAR

VARIANCE DRAWINGS

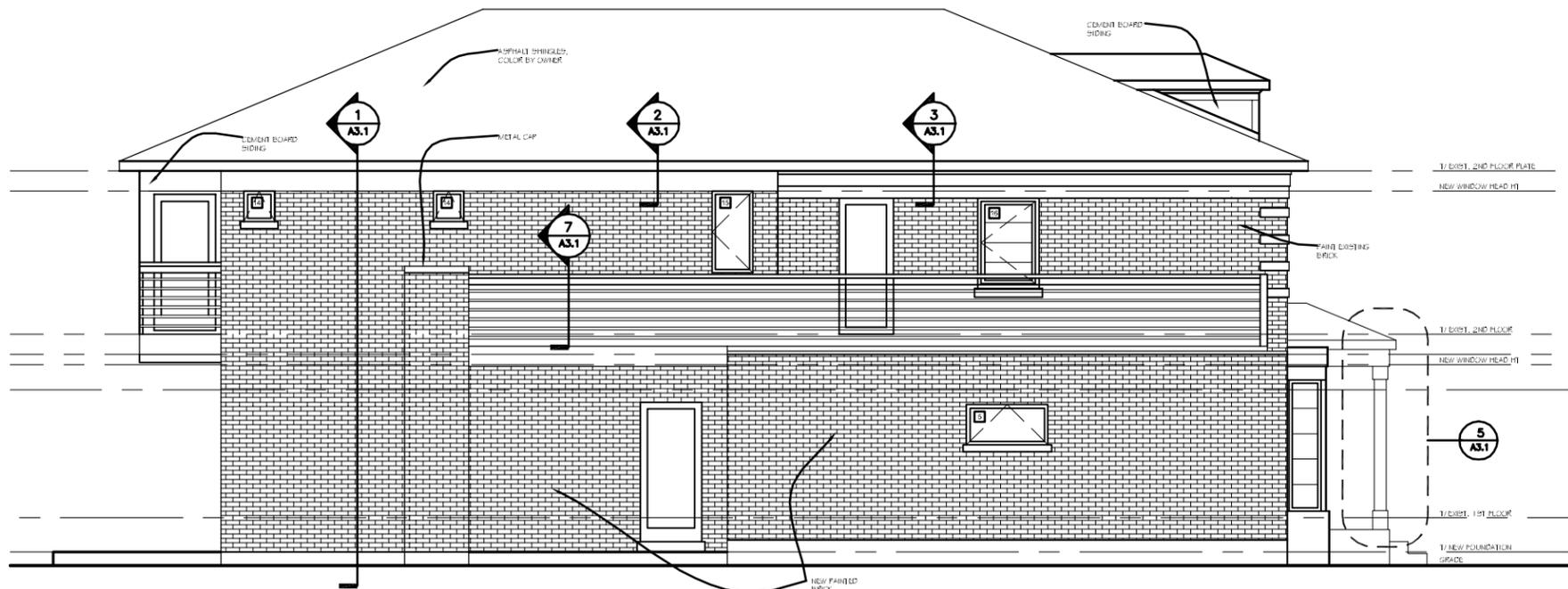
LINCOLNWOOD, IL 60712

SHEET#	A1.4
TITLE	ELEVATIONS- APPROVED 4.18.18
DATE	MARCH 19, 2018
REV 1	
REV 2	
REV 3	
A&A #	1715

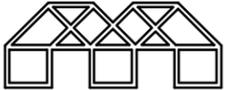
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1 PROPOSED REAR ELEVATION
 1/8" = 1'-0"



2 PROPOSED NORTH ELEVATION
 1/8" = 1'-0"


**ALEXANDER &
 ASSOCIATES, LTD.
 ARCHITECTS**
 11 E. ADAMS STREET SUITE 503
 CHICAGO, IL 60603
 PH# (312) 880-1100



Joseph D. Alexander

6609 KOLMAR

VARIANCE DRAWINGS

LINCOLNWOOD, IL 60712

SHEET#	A1.5
TITLE	ELEVATIONS- APPROVED 4.18.18
DATE	MARCH 19, 2018
REV 1	
REV 2	
REV 3	
A&A #	1715

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Attachment #3: Relevant Code Sections

4.11 Area, bulk, density and setback standards: R-1, R-2, and R-3 Districts.

Use Category	Residential Zones		
	R-1	R-2	R-3
<i>(Irrelevant Regulations Redacted)</i>			
Yard Standards			
Minimum front setback (feet) (Note 3)	25 feet	25 feet	25 feet
Maximum front yard coverage with impervious surface (%)	50%	50%	50%
Minimum interior side setback (feet) single-family detached dwellings	5 feet or 10% of lot width*	5 feet or 10% of lot width*	5 feet or 10% of lot width*
Minimum interior side yard setback (feet) nonresidential uses	15 feet each side yard	15 feet each side yard	15 feet each side yard
Minimum corner side setback (feet)	10 feet	10 feet	10 feet
Minimum rear setback (feet)	30 feet	30 feet	30 feet

Section 5.15 Major Variations

(7) Standards. 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, there shall be taken into consideration the extent to which the following facts are established:

1. The requested Major Variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;
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;
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;
4. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
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;
7. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property; and
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.

Request For Board Action

REFERRED TO BOARD: May 1, 2018

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Approving Variations from the Zoning Code to Permit Natural Screening Over Four-Foot-Tall in a Front Yard Setback, a Terrace/Patio and Decorative Wood Posts as Permitted Obstructions in a Front Yard Setback, Business Operations Outside of an Enclosed Building, a Side Yard Setback less than Ten Feet (10') for Wooden Planters and a Front Door Canopy, a Bike Storage Canopy as a Permitted Obstruction in a Side Yard Setback, and Denying a Variation for a Vestibule within a Side Yard Setback, all in the MB Zoning District, for the property at 7001 North Ridgeway Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Food For Thought (FFT) catering service, property owner of 7001 North Ridgeway Avenue, is seeking Variations for exterior improvements designed to express the company's environmentally-focused values to its customers who visit the property and enhance the image of the building in an industrial park. These improvements include the addition of a new landscape-screened patio/terrace, with festive patio lights, along the Ridgeway Avenue frontage which will be accessed from a new doorway on the west elevation of the building and be utilized for outdoor food tastings. The south façade of the building is proposed to be enhanced by the addition of a new vestibule to provide shelter from the weather and help better define the customer entrance, as well as the addition of four raised vegetable planters and a bike storage canopy to house both employee and customer bikes. The Petitioner is requesting six Variations necessary to accommodate the proposed improvements. Four Variations are associated with the proposed patio/terrace and the remaining two Variations are related to building/structure setbacks and the degree of obstruction in a required setback, both for the Side Yard setback along West Lunt Avenue.

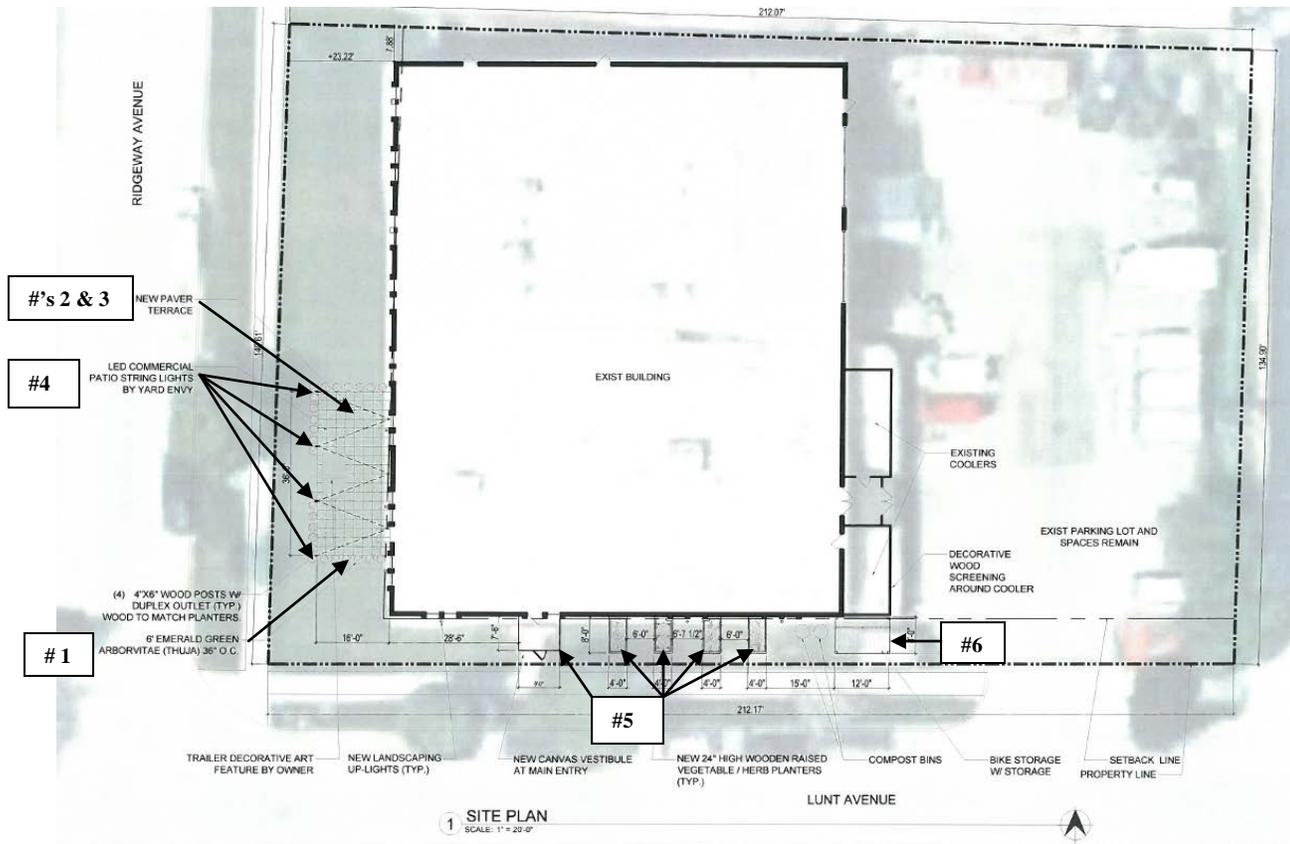
The property is zoned MB, Light Manufacturing & Business and is located within an industrial park surrounded by light industrial uses. Food For Thought has owned and operated their catering facility at this location since 1998. Shortly after acquiring this property, Food For Thought constructed an addition containing a second-story mezzanine on the north half of the lot, doubling the footprint of the building. Combined with a large loading dock area and limited customer parking, the property is challenged to find additional usable exterior space, other than the area within the Front Yard and Side Yard setbacks.

Requested Zoning Action

The proposed exterior improvements to the property at 7001 North Ridgeway Avenue require the following Variations (which are further summarized in the attached ZBA staff memo & noted on the Site Plan on the next page):

- 1) Natural screening, not associated with parking lot screening, in the required Front Yard setback of a lot in the MB Zoning District, and at a height greater than four feet (4');

- 2) Terrace/patio as a permitted obstruction in a required Front Yard setback on a lot in the MB Zoning District;
- 3) Business operations to be conducted outside of a completely enclosed building in the MB Zoning District in order to allow part of the food tasting operation of a catering facility to be conducted on an outdoor terrace;
- 4) Decorative wood posts used as a base to suspend patio festival lights above a proposed terrace/patio as a permitted obstruction in a required Front Yard setback;
- 5) Setback less than ten feet (10') for a vestibule and raised wooden planters in a required Side Yard abutting a street;
- 6) An awning/canopy for bicycle storage that projects greater than twenty-five percent of the width of a required Side Yard setback as a permitted obstruction.



Public Hearing

The Zoning Board of Appeals considered the Variation requests at their April 18, 2018 meeting. Owner's representative, Tim Garcia, and Food For Thought Owner, Nancy Sharp, presented the reasoning behind the proposed exterior improvements which have been designed to improve the brand image of the facility for customers visiting the property and express the connection between the business and "green" and environmental practices.

The ZBA divided the six Variations proposed for the property into: 1) Front Yard requests (on Ridgeway Avenue); and 2) Side Yard requests (along Lunt Avenue).

Beginning with the Front Yard requests, Chairman O'Brien suggested that the ZBA begin by tackling the proposal to permit business operations outside of an enclosed building, which involves permitting outdoor food tastings on an outdoor screened patio, as this determination affects all other Front Yard Variation requests. She noted that if permitting business operations outside of an enclosed building is not a Variation, the ZBA believes it can be approved based upon the standards to be met, then the other

three Variations in the Front Yard would be moot, as they all relate to the use of the patio for outdoor food tastings. There was significant discussion regarding the unique nature of this business and staff noted its opinion that the Zoning Code limitation on business operations outside of a business in the MB Zoning District is intended primarily to ensure that operations such as vehicle maintenance or processing of materials outdoors are prohibited. Food For Thought is a unique business, in that it combines a strong customer-focused use with the intense industrial-scale preparation of food and distribution of that food. The ZBA ultimately unanimously voiced their approval of this particular Variation as they believed the unique nature of this particular business, and the proposed outside business operations, would not necessarily set a precedent for a broader scope of outdoor operations in this Zoning District.

Next, the ZBA went on to discuss the Variation requests to allow a patio/terrace, with decorative wood posts supporting festive patio lights as permitted obstructions in the Front Yard setback, as well as the request to permit natural screening in a Front Yard setback. Commissioner Nickell inquired as to whether or not there was a real demand for outdoor food tastings on a patio, to which Mr. Garcia noted that most of their major competitors are located in the West Loop in Chicago and offer a similar experience, but with a rooftop deck. After further discussion, the patio and decorative wood posts were determined to be acceptable and to have met the standards for Variation. There was deeper discussion regarding the request to allow natural screening, which is only permitted in a Front Yard in an MB Zoning District if it is screening a parking lot, and if the plant material is no taller than four-feet in height. Staff again offered the opinion that the intent is to ensure that buildings are not screened behind a wall of vegetation, fully obscuring the building from the street. However, in this case, the screening serves a different purpose of screening a customer-focused patio from the street, in a screened area that is only slightly over a quarter of the length of the building façade. Commissioner Hussain inquired as to whether or not the patio could be moved to the rear of the property, where the current parking area is located, and the parking area then moved to the Front Yard, where it would eliminate the need for many of the Variations associated with the patio. The Petitioner noted that the rear of the property is more “back of the house” oriented with garbage storage, loading of trucks and materials moving in and out of the site. They did not believe a customer-oriented atmosphere could be achieved there. The ZBA agreed, but discussed imposing a condition that would require additional landscaping in an area surrounding the Arborvitae screening, to be tiered, with plant material “stepping-up” in height as it gets closer to the Arborvitae rows. The ZBA believed that this would allow the natural screening area to appear to be part of a planned landscape feature, rather than a series of tall columnar evergreens that would not appear to be part of a planned landscape.

ZBA Recommendation #1

The ZBA considered the four Variations in the Front Yard setback, including: 1) Business Operations outside an enclosed building; 2) Terrace/Patio as a permitted obstruction; 3) Wood Posts supporting patio festival lights as a permitted obstruction; and 4) Natural screening which is not associated with parking lot screening and is taller than four feet (4') in height. By a unanimous vote of 4-0, the ZBA recommends these four Variations, with the condition that there be an enlarged planted landscape area outside of the Arborvitae screen, with plant material tiered, so that it “steps-up” in height as it gets closer to the Arborvitae rows. Further, the ZBA directed that a Landscape Plan demonstrating such should be provided in the Village Board packet, in conjunction with the ZBA recommendations.

**Attached is an e-mail received from the Petitioner, in which they note that the short turn-around from the ZBA meeting, necessary to meet their construction timeline, does not permit sufficient time to design the additional landscaping the ZBA requested. The Petitioner requests that they be permitted to work with staff in developing an appropriate enhanced Landscape Plan, as a condition of any Ordinance approving these requests. An attached revised Landscape plan depicts an “Area of Proposed Tiered Landscaping” in which the requested additional landscaping design would be located.*

The ZBA next discussed the requested Variations in the Side Yard setback along Lunt Avenue. The ZBA generally agreed that the bike storage canopy, which requires a Variation to permit a canopy to

overhang an area greater than twenty-five percent of the width of the Side Yard, met the standards for approval, and there were no Commissioners who objected to this request. The Variation requests for the wooden planters and vestibule, however, were problematic. As far as the wooden planters, the ZBA wished to make it clear that despite legal counsel's opinion that the two-foot- (2') tall wood framed planters were deemed to be structures by the definition of such in the Zoning Code, they did not agree that these planters should be considered structures and, therefore, should not require a Variation. The ZBA was concerned that considering short wood planters to be a structure would set a bad precedent and require too many Variations for innocuous items. In order to ensure that the planters would be permitted, however, the ZBA did agree that such a Variation should be seen favorably, if, in fact, a Variation is necessary to permit them.

Finally, the ZBA discussed the vestibule and their concern that the standards were not met to permit such a structure. They noted that they were not convinced that this was the minimum relief necessary to protect the door from weather elements, and also provide a visual marker orienting the customers entering the property to find the main public door. The ZBA felt that a breezeway could be constructed inside the building, providing a sealed two-door entry that protects from wind. In such a case, a simple canopy over the door could meet the other expressed needs.

ZBA Recommendation #2

The ZBA considered the Variations for permitted obstruction in the Side Yard setback as it relates to the bike storage canopy as well as the Side Yard setback Variations for the proposed vestibule and wooden planters. By a unanimous 4-0 vote, the ZBA approved the bike storage canopy permitted obstruction Variation and the Side Yard setback Variation to permit the wooden planters. By that same unanimous vote of 4-0, the ZBA denied the proposed Side Yard setback Variation for the Vestibule. After additional discussion, the ZBA concurred that a canopy, rather than a vestibule, would be an acceptable compromise to address concerns at the front public entry to the building. By a unanimous 4-0 vote, the ZBA then approved a canopy that may extend up to four feet (4') into the required Side Yard setback, at a length (along the building) not to exceed twelve feet.

**Attached, is a revised Building Elevation depicting a metal canopy over the main public entry, in lieu of a vestibule, as recommended by the ZBA.*

The ZBA opened the hearing to testimony from the public during both the Front Yard and Side Yard Variation requests. No one from the audience came forward to speak on the record, nor were any comments received prior to the hearing.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. April 18, 2018 Zoning Board of Appeals Staff Report
3. April 18, 2018 Zoning Board of Appeals Minutes Excerpt (Draft)
4. Zoning Variation Application and Variation Standards
5. Photos of Proposed Amenities
6. Plans and Renderings
7. Plat of Survey
8. Revised Site Plan and Building Elevations
9. Landscape Specifications for Emerald Green Arborvitae
10. Pertinent Code Sections
11. Village Board PowerPoint Presentation

RECOMMENDED MOTION:

Move to approve an Ordinance Approving Variations from the Zoning Code to Permit Natural Screening Over Four-Foot-Tall in a Front Yard Setback, a Terrace/Patio and Decorative Wood Posts as Permitted Obstructions in a Front Yard Setback, Business Operations Outside of an Enclosed Building, a Side Yard Setback less than Ten Feet (10') for Wooden Planters and a Front Door Canopy, a Bike Storage Canopy as a Permitted Obstruction in a Side Yard Setback, and Denying a Variation for a Vestibule Within a Side Yard Setback, all in the MB Zoning District, for the property at 7001 North Ridgeway Avenue.

This Space For Recorders Use Only

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-_____

AN ORDINANCE GRANTING AND DENYING VARIATIONS

(7001 North Ridgeway Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF MAY, 2018.

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 May, 2018

Village Clerk

AN ORDINANCE GRANTING AND DENYING VARIATIONS

(7001 North Ridgeway Avenue)

WHEREAS, 7001 Ridgeway LLC ("**Owner**") is the record title owner of that certain property located in the M-B Light Manufacturing/Business District ("**M-B District**"), commonly known as 7001 North Ridgeway 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 a structure used for a catering company; and

WHEREAS, pursuant to Section 3.10 of the "Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), neither patios nor trellises may be located within a required front yard in the M-B District; and

WHEREAS, the Owner desires to install an outdoor patio ("**Proposed Patio**"), and four wooden posts that function as a trellis (collectively, the "**Proposed Trellis**"), within the required front yard of the Property, all in violation of Section 3.10 of the Zoning Ordinance; and

WHEREAS, Section 3.10 of the Zoning Ordinance also prohibits the location of awnings or canopies within a required side yard, unless the awning or canopy projects into not more than 25% of the width of the side yard; and

WHEREAS, the Owner desires to install a bicycle storage steel canopy that will project eight feet into the required 10-foot required side yard on the Property ("**Proposed Storage Canopy**"), in violation of Section 3.10 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 3.13(16)a of the Zoning Ordinance, natural screening may not be installed within a front yard in the M-B District, except to screen off-street parking areas, and at a maximum height of four feet; and

WHEREAS, the Owner desires to install six-foot-tall natural screening in the front yard of the Property to screen the Proposed Patio ("**Proposed Patio Natural Screening**"), in violation of Section 3.13(16)a of the Zoning Ordinance; and

WHEREAS, pursuant to Section 4.08(2) of the Zoning Ordinance, all business, processing, storage, and all other activities and operations in the M-B District, other than off-street parking and off-street loading operations, must be conducted within completely enclosed buildings; and

WHEREAS, the Owner desires to use the Proposed Patio for food tastings as part of its catering business, in violation of Section 4.08(2) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 4.14 of the Zoning Ordinance, the minimum setback adjoining a street in the M-B District is 10 feet; and

WHEREAS, the Owner desires to construct a vestibule ("**Proposed Vestibule**") in the side yard of the Property along Lunt Avenue, at a location 2.5 feet from the side property line of the Property, in violation of Section 4.14 of the Zoning Ordinance; and

WHEREAS, the Owner desires to attach 32-square-foot wooden planters to the building on the Property (collectively, the "**Proposed Planters**") within the side yard of the Property along Lunt Avenue, at a location two feet from the side property line of the Property, in violation of Section 4.14 of the Zoning Ordinance; and

WHEREAS, the Owner has filed an application for: (i) variations from Section 3.10 of the Zoning Ordinance to permit the installation of the Proposed Patio, Proposed Trellis, and Proposed Storage Canopy on the Property; (ii) a variation from Section 3.13(16)a of the Zoning Ordinance to permit the installation of the Proposed Patio Natural Screening on the Property; (iii) a variation from Section 4.08(2) of the Zoning Ordinance to permit the outdoor use of the Proposed Patio for food tastings; (iv) a variation from Section 4.14 of the Zoning Ordinance to permit the installation of the Proposed Vestibule on the Property ("**Requested Vestibule Variation**"); and (v) a variation from Section 4.14 of the Zoning Ordinance to permit the installation of the Proposed Planters on the Property (collectively, the "**Requested Relief**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("**ZBA**") of the Village of Lincolnwood to consider approval of the Requested Relief was duly advertised in the *Lincolnwood Review* on March 29, 2018, and held on April 18, 2018; and

WHEREAS, on April 18, 2018, at the conclusion of the public hearing, the ZBA: (i) found that the Owner had not demonstrated that the Requested Vestibule Variation reflected the minimum change to the Zoning Ordinance standards necessary to alleviate any practical hardship on the Property, and that the Owner had not demonstrated that the Requested Vestibule Variation satisfied the standards set forth in the Zoning Ordinance for a variation; (ii) unanimously voted to recommend denial of the Requested Vestibule Variation; (iii) unanimously adopted findings and recommendations in support of an alternate variation from Section 4.14 of the Zoning Ordinance to permit the installation of an entryway canopy that projects four feet into the required 10-foot side yard on the Property ("**Proposed Entryway Canopy**"), in lieu of the Proposed Vestibule; and (v) unanimously adopted findings and recommendations in support of all of the other Requested Relief, subject to specified conditions; and

WHEREAS, the President and Board of Trustees have considered the Requested Relief and the recommendation of the ZBA, and have determined that: (i) the Requested Vestibule Variation does not meet the required standards for variations set forth in Article V of the Zoning Ordinance; and (ii) the other Requested Relief, and the recommended variation for the Proposed Entryway Canopy, meet the required standards for variations set forth in Section 3.13 and 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 deny the Requested Vestibule Variation, and to grant the Requested Relief and a variation to permit the installation of the Proposed Entryway Canopy, 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 VARIATIONS. In accordance with and pursuant to Section 3.13(24) and 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 4 of this Ordinance, the Village President and Board of Trustees hereby grant the following variations from the Zoning Ordinance for the Property:

- A. Proposed Patio and Proposed Trellis. A variation from Section 3.10 of the Zoning Ordinance to permit the installation of the Proposed Patio and Proposed Trellis within the required front yard of the Property.
- B. Setback – Proposed Storage Canopy. A variation from Section 3.10 of the Zoning Ordinance to increase the maximum permitted projection into the required side yard for the Proposed Storage Canopy, from 2.5 feet to eight feet.
- C. Proposed Patio Natural Screening. A variation from Section 3.13(16)a of the Zoning Ordinance to permit the installation of the Proposed Patio Natural Screening on the Property.
- D. Outdoor Use of Proposed Patio. A variation from Section 4.08(2) of the Zoning Ordinance, to permit the outdoor use of the Proposed Patio for food tastings as part of the catering business operated on the Property.
- E. Setback - Proposed Planters. A variation from Section 4.14 of the Zoning Ordinance to decrease the minimum side yard setback for the Proposed Planters, from 10 feet to two feet.
- F. Setback – Proposed Entryway Canopy. A variation from Section 4.14 of the Zoning Ordinance to decrease the minimum side yard setback for the Proposed Entryway Canopy, from 10 feet to six feet.

SECTION 3. DENIAL OF REQUESTED VESTIBULE VARIATION. In accordance with and pursuant to Section 3.13(24) and Article V of the Zoning Ordinance and the home rule powers of the Village, the Village President and Board of Trustees hereby deny the Requested Vestibule Variation for the Property.

SECTION 4. 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 2 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of 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 construction, development, use, operation, and maintenance of the Property must 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 Plans. 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 Property must comply with the following plans:

1. The Site Plan, consisting of one sheet and prepared by Kolbrook Design, Inc., with a latest revision date of April 23, 2018, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B (“Site Plan”)**;
 2. The Elevations Plan, consisting of one sheet and prepared by Kolbrook Design, Inc., with a latest revision date of April 23, 2018, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**; and
 3. The Floor and Demo Plans, consisting of one sheet and prepared by Kolbrook Design, Inc., with a latest revision date of March 19, 2018, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.
- C. Property Landscaping. The Owner must install landscaping on the Property in accordance with a plan to be submitted to, and approved by, the Village Forester and Community Development Director. The landscaping plan must substantially conform in size and location to the “area of Proposed Tiered landscaping” identified in the Site Plan, and must specify the number, size, and species of each additional planting to be installed on the Property.
- D. 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 Owner must 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 must be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION 6. 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 approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for

revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the M-B 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 7. AMENDMENTS. Any amendments to the approvals granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8. 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 9. EFFECTIVE DATE.

- A. This Ordinance will become effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit E** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of May, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2018.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

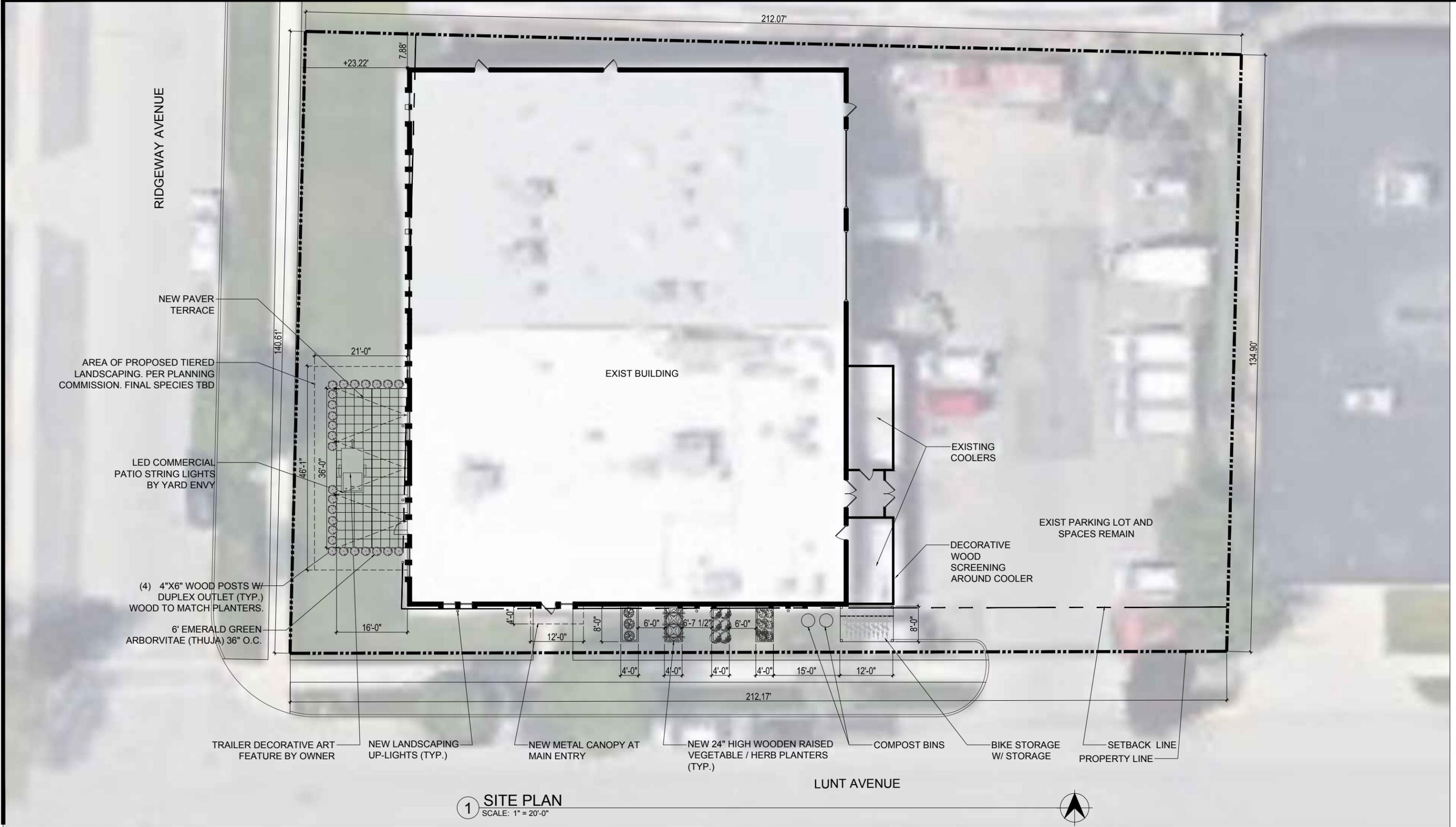
THAT PART OF LOT 3 IN LINCOLNWOOD INDUSTRIAL PARK, BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND WEST 178.00 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 3; THENCE NORTH IN THE WEST LINE OF AFORESAID LOT 3A A DISTANCE OF 140.61 FEET TO A POINT; THENCE IN A LINE DRAWN AT RIGHT ANGLES TO AFORESAID WEST LINE A DISTANCE OF 212.08 FEET TO A POINT IN THE EAST LINE OF AFORESAID LOT 3; THENCE SOUTH IN AFORESAID EAST LINE A DISTANCE OF 134.90 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 3; THENCE WEST IN THE SOUTH LINE OF AFORESAID LOT 3A A DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7001 North Ridgeway Avenue, Lincolnwood, Illinois.

PIN: 10-35-136-022-0000

EXHIBIT B

SITE PLAN



RIDGEWAY AVENUE

NEW PAVER TERRACE

AREA OF PROPOSED TIERED LANDSCAPING. PER PLANNING COMMISSION. FINAL SPECIES TBD

LED COMMERCIAL PATIO STRING LIGHTS BY YARD ENVY

(4) 4"x6" WOOD POSTS W/ DUPLEX OUTLET (TYP.) WOOD TO MATCH PLANTERS.

6' EMERALD GREEN ARBORVITAE (THUJA) 36" O.C.

TRAILER DECORATIVE ART FEATURE BY OWNER

NEW LANDSCAPING UP-LIGHTS (TYP.)

NEW METAL CANOPY AT MAIN ENTRY

NEW 24" HIGH WOODEN RAISED VEGETABLE / HERB PLANTERS (TYP.)

LUNT AVENUE

EXISTING COOLERS

DECORATIVE WOOD SCREENING AROUND COOLER

EXIST PARKING LOT AND SPACES REMAIN

COMPOST BINS

BIKE STORAGE W/ STORAGE

SETBACK LINE PROPERTY LINE

EXIST BUILDING



212.07'

134.90'

+23.22'

7.88'

21'-0"

140.61'

46'-1"

36'-0"

16'-0"

4'-0"

12'-0"

8'-0"

4'-0"

4'-0"

4'-0"

4'-0"

15'-0"

12'-0"

212.17'

6'-0"

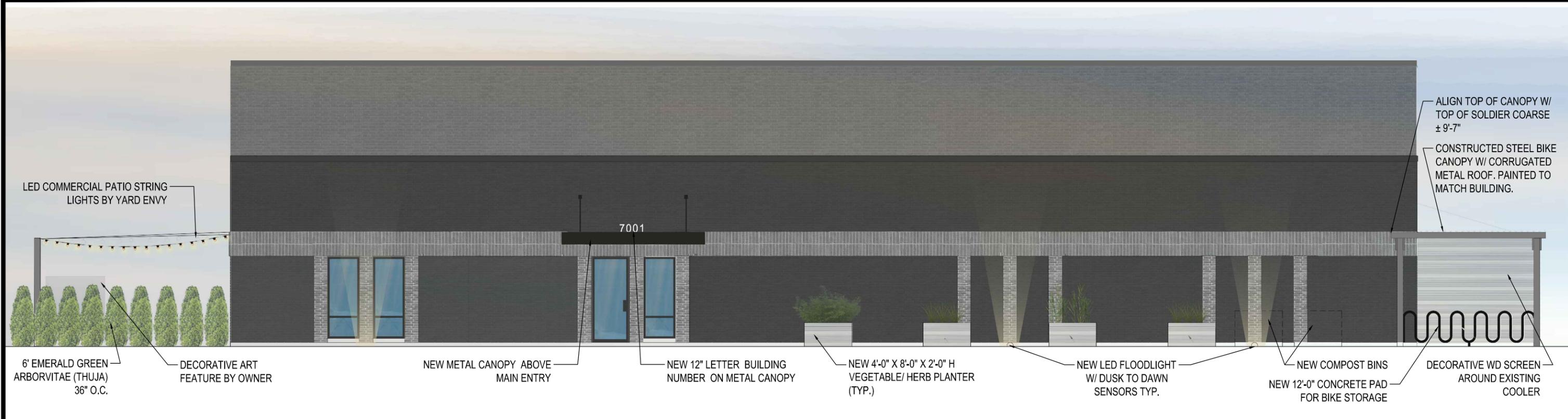
6'-7 1/2"

6'-0"

8'-0"

8'-0"

EXHIBIT C
ELEVATIONS PLAN



LED COMMERCIAL PATIO STRING LIGHTS BY YARD ENVY

6' EMERALD GREEN ARBORVITAE (THUJA) 36" O.C.

DECORATIVE ART FEATURE BY OWNER

NEW METAL CANOPY ABOVE MAIN ENTRY

7001

NEW 12" LETTER BUILDING NUMBER ON METAL CANOPY

NEW 4'-0" X 8'-0" X 2'-0" H VEGETABLE/ HERB PLANTER (TYP.)

NEW LED FLOODLIGHT W/ DUSK TO DAWN SENSORS TYP.

NEW COMPOST BINS
NEW 12'-0" CONCRETE PAD FOR BIKE STORAGE

DECORATIVE WD SCREEN AROUND EXISTING COOLER

ALIGN TOP OF CANOPY W/ TOP OF SOLDIER COARSE ± 9'-7"

CONSTRUCTED STEEL BIKE CANOPY W/ CORRUGATED METAL ROOF. PAINTED TO MATCH BUILDING.

2 SOUTH ELEVATIONS
SCALE: 1/8" = 1'-0"



LED COMMERCIAL PATIO STRING LIGHTS BY YARD ENVY

EXISTING SIGN TO REMAIN

FOOD FOR THOUGHT

4"X6" WOODEN POSTS W/ DUPLEX OUTLET (TYP.) WOOD TO MATCH PLANTERS

6' EMERALD GREEN ARBORVITAE (THUJA) 36" O.C.

DECORATIVE ART FEATURE BY OWNER

NEW TERRACE DOOR TO MATCH BUILDING STANDARDS

NEW LED FLOODLIGHT W/ DUSK TO DAWN SENSORS TYP.

1 WEST ELEVATIONS
SCALE: 1/8" = 1'-0"

ARCHITECT:

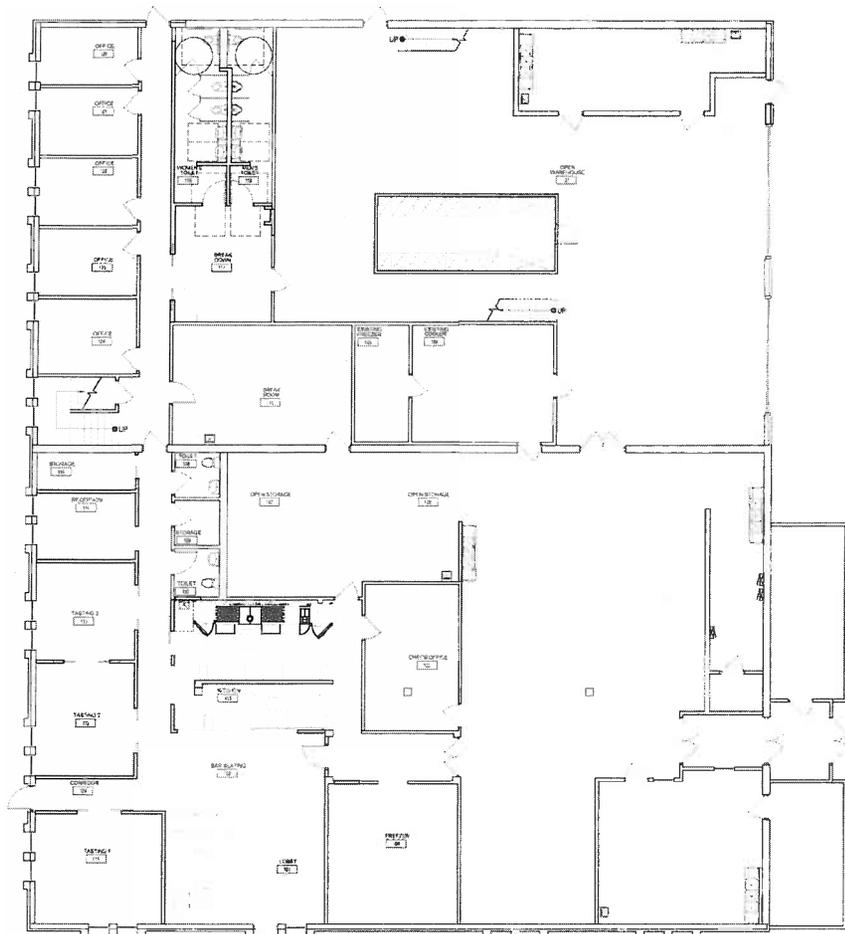
 828 DAVIS STREET
 SUITE 300
 EVANSTON, IL. 60201
 Ph 847.492.1992

PROJECT:
FOOD FOR THOUGHT - LINCOLNWOOD REVISED BUILDING ELEVATION , WITH CANOPY
 7001 RIDGEWAY AVE.
 LINCOLNWOOD, IL 60712

SCALE: 1/8" = 1'-0" ELEVATIONS

Job No. 1411.004
 Issue Date 04/23/2018

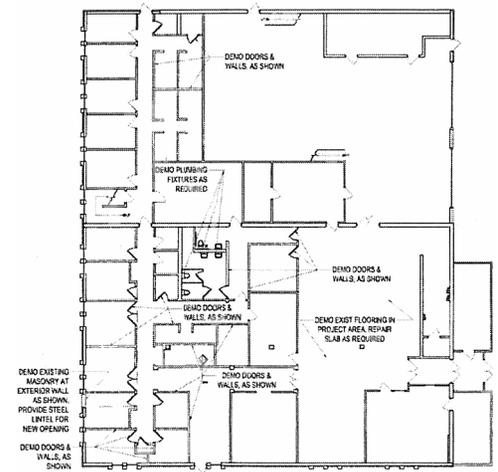
EXHIBIT D
FLOOR AND DEMO PLANS



2 FLOOR PLAN
SCALE: 1/16" = 1'-0"

GENERAL NOTES

-  - EXISTING WALL
-  - WALL TO BE DEMOLISHED
-  - NEW WALL



1 DEMO PLAN
SCALE: 1/32" = 1'-0"

ARCHITECT:

 828 DAVIS STREET
 SUITE 300
 EVANSTON, IL 60201
 Ph 847 482 1992

PROJECT:
FOOD FOR THOUGHT - LINCOLNWOOD
 7001 RIDGEWAY AVE.
 LINCOLNWOOD, IL 60712

Job No. 1411.004
 Issue Date 03/19/2018

EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lincolnwood, Illinois ("**Village**");

WHEREAS, 7001 Ridgeway LLC ("**Owner**") is the record title owner of that certain property located in the M-B Light Manufacturing/Business District, commonly known as 7001 North Ridgeway Avenue, in the Village ("**Property**"); and

WHEREAS, Ordinance No. 2018-_____, adopted by the Village President and Board of Trustees on _____, 2018 ("**Ordinance**"), grants variations from "The Village of Lincolnwood Zoning Ordinance" for the Property; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner does hereby unconditionally agree to, accept, consent to, and will abide, by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations for the Property.

Dated: _____, 2018

ATTEST:

7001 RIDGEWAY LLC

By: _____
Its: _____



Zoning Board of Appeals Staff Report

Case #ZB-04-18

April 18, 2018

Subject Property:
7001 North Ridgeway Avenue

Zoning District: MB, Light
Manufacturing/Business District

Petitioner: Steven Kolber, Project
Architect, representing 7001 Ridgeway
LLC, Property Owner of 7001 North
Ridgeway Avenue

Requested Action: Variations for proposed exterior improvements including: 1) allow natural screening, not associated with parking lot screening, in the required Front Yard setback of a lot in the M-B Zoning District, and at a height greater than four feet (4'); 2) allow a terrace/patio as a permitted obstruction in a required Front Yard setback on a lot in the M-B Zoning District; 3) allow business operations to be conducted outside of a completely enclosed building in order to allow part of the food tasting operation of a catering facility to be conducted on an outdoor terrace; 4) allow decorative wood posts used as a base to suspend festival lights above a proposed terrace/patio as a permitted obstruction in a required Front Yard setback; 5) allow a setback less than ten feet (10') for a vestibule and raised wooden planters in a required side yard abutting a street; and 6) allow an awning/canopy for bicycle storage that projects greater than 25 percent of the width of a required Side Yard setback as a permitted obstruction in a required Side Yard setback.



Nature of Request: The Petitioner seeks Variations to permit proposed exterior improvements to an existing two-story catering business at 7001 North Ridgeway Avenue.

Notification: Notice was published in the Lincolnwood Review on March 29, 2018, a Public Hearing sign installed at the subject property at 7001 North Ridgeway Avenue, and Legal Notices were mailed on March 29, 2018 to properties within 250 feet.

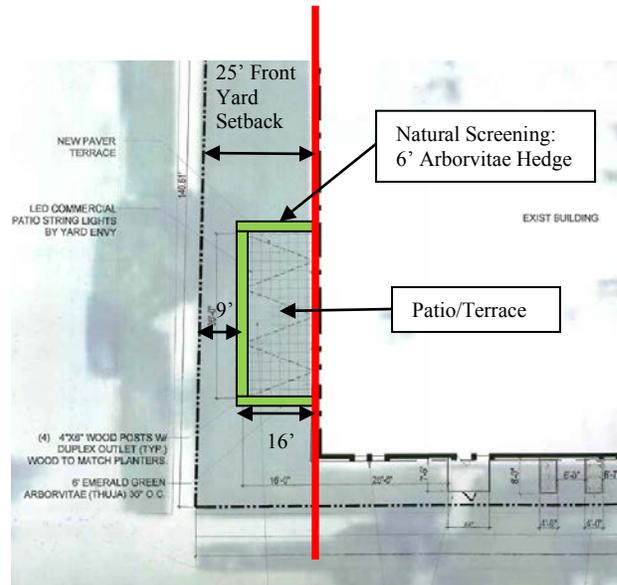
Summary of Request

Food For Thought (FFT) catering service is seeking approval for exterior improvements designed to express the company's environmentally-focused values to its customers who visit the property and enhance the image of the building in an industrial park. These improvements include the addition of a new landscape-screened patio/terrace along the Ridgeway Avenue frontage which will be accessed from a new doorway on the west elevation of the building and be utilized for outdoor food tastings. The south façade of the building will be enhanced by the addition of a new vestibule to help better define the customer entrance, as well as the addition of four raised vegetable planters and a bike storage canopy to house both employee and customer bikes. The Petitioner is requesting six Variations necessary to accommodate the proposed improvements. Four Variations are associated with the proposed patio/terrace and the remaining two Variations are related to building/structure setbacks and the degree of obstruction in a required setback, both for the Side Yard setback along West Lunt Avenue.

Requested Variations:

Patio/Terrace

- 1) Natural Screening in a Required Front Yard Setback – Section 3.13(16)(a) of the Zoning Code permits natural screening (the use of evergreen trees to create a hedge that acts as a natural barrier or boundary) in the Front Yard setback of an MB-zoned property only when screening parking areas from public view and only at a height that does not exceed four feet (4'). While natural screening is permitted in a required Side and Rear Yard setback for any reason, it is permitted in a Front Yard setback only for parking lot screening. The proposed evergreen hedge, consisting of six-foot-



- 2) Terrace/Patio as a Permitted Obstruction in a Required Front Yard Setback – Section 3.10 (attached) of the Zoning Code lists those obstructions that are permitted to be located in required Yard setbacks. Patios are listed as a permitted obstruction in the required Front Yard setback, but only in residential areas. The proposed patio is approximately nine feet

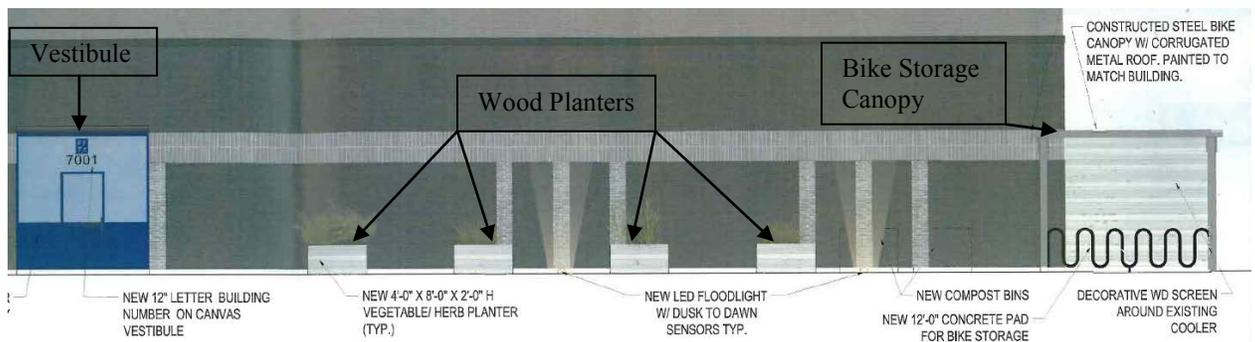
(9') from the front property line (see graphic in #1 on the previous page), rather than the required 25-foot Front Yard setback, so it may be permitted only as an obstruction in that required yard. The patio will be utilized as an outdoor food tasting area which will supplement the existing (soon to be renovated) interior food tasting rooms. It is staff's belief that patios and terraces were never envisioned as amenities that would be sought in an industrial area and so were not included in the list of permitted obstructions. The layout of this property, with minimal Side Yards and a Rear Yard that is used exclusively for loading/unloading of catering vehicles, as well as employee and customer parking, limits options for a patio/terrace designed to be customer-friendly. The addition of natural screening (noted in Variation #1) helps to screen this patio/terrace from public view.

- 3) Outdoor Business Operations – Section 4.08(2) of the Zoning Code states that “*All business, processing, storage and all other activities and operations shall be conducted within completely enclosed buildings, except for off-street parking and off-street loading operations.*” This requirement pertains to property in the MB, Light Manufacturing/Business District only. The use of the patio/terrace for outdoor food tastings is a part of the customer-focused side of business operations for this catering business. Staff believes the intent of this Code section is to prevent typical industrial operations (i.e., auto/truck repair, processing of materials, etc.) from occurring outside of buildings, rather than those contemplated in this proposal.
- 4) Wood Post Structures as a Permitted Obstruction in a Required Front Yard Setback – Section 3.10 of the Zoning Code lists those obstructions that are permitted to be located in required Yard setbacks. The Petitioner proposes four wood posts, approximately nine feet (9') tall to act as structures to support the stringing of festive patio string lights (see photo in Petitioner's submittal packet) that will weave between these posts and the west wall of the building, in the Front Yard of the building. These patio lights will be strung above the patio to enhance the customer experience in this screened outdoor food tasting area. The posts and connected patio lights act as a trellis of sorts, above the patio. Arbors and trellises are listed as permitted obstructions in all but required Front Yard setbacks. Staff believes that the original code language was intended primarily to address residential properties. Since arbors and trellises are typically found in a more secluded, private area of a residential property, communities often look at these as structures that should not be placed in a residential front yard. However, as outdoor areas have become more prevalent in commercial areas, it is now no longer unusual to see such structures in front of restaurants. In the case of this proposal, the entire patio/terrace area is being screened behind evergreen arborvitae, creating an “outdoor room” for a business that is unique in an industrial area.



Side Yard Variations

5) Setbacks for a Vestibule and Raised Wooden Planters – Section 4.14 of the Zoning Code requires a minimum Side Yard Setback of ten feet (10’) for any structure, when that Side Yard abuts a street. While the existing building is set back the required ten feet (10’), the vestibule and wood planters proposed in the Side Yard maintain two-foot six-inch and two-foot setbacks respectively. The vestibule is placed in this location as it is the sole customer entry to the building. The vestibule is an appropriate size to not only provide room for door swing, but also orient customers to the main entry without having to add sign clutter directing customers. The raised wooden planters are 32-square foot structures, approximately two feet (2’) high, and are attached to the building. These structures will help break up a long brick wall, adding seasonal greenery and further distinguishing this building from the less customer-focused buildings in this industrial area. While the planters are structures that are considered an extension of the main building, their impact is minimal and they act more as a landscaping feature than a building structure.



6) Awning/Canopy as a Permitted Obstruction in a Required Front Yard Setback – Section 3.10 of the Zoning Code lists those obstructions that are permitted to be located in required Yard setbacks. The Petitioner proposes the addition of a steel canopy, extending from the building, to be utilized for bike storage. The canopy will be secured to the ground by posts and will be open on three sides with the main building and attached cooler forming a backdrop. The 12’ x 8’ (96-square feet) bike storage area will contain a steel bike rack secured to a concrete pad. Awnings and canopies are a permitted obstruction in a Side Yard setback, with the caveat that they “project into a yard not more than 10% of the depth of front or rear yard or 25% of the width of side yard.” In this case, the Side Yard setback is ten feet (10’), which would permit a maximum projection of two foot six inches

(2'6"). The proposed canopy projects eight feet (8') or 80% of the width of the Side Yard setback. Given the limited length of this canopy (12-feet long on a 110-foot elevation), and the fact that it is set back approximately four feet (4') from the sidewalk and is outside of the sight triangle for vehicles entering and exiting the lot (and will, therefore, have no impact on any pedestrian or vehicle movements), the canopy has minimal visual impact and does not present any safety concerns. The proposed canopy serves a functional purpose to protect parked bikes from the weather and to encourage bike usage, rather than serving an aesthetic purpose. The proposed canopy is appropriately sized to protect the number of bikes parked below.

Related Variation Requests Considered since 2011

In reviewing the Village's zoning relief requests since 2011, staff does not find any particular requests that are similar to those proposed for this project. There are no requests related to conducting a business outside a completely enclosed building or for permitted obstructions of any type. While there are requests related to reduced Side Yard setbacks for structures (other than a fence), these are all within residential districts. In addition, these requests have primarily involved building additions (not structures such as a vestibule or planters) and were typically for interior Side Yard Setbacks, not Corner Side Yards, as is the case for this proposal. The only somewhat similar case is a request at 3500 West Arthur Avenue.

3500 West Arthur Avenue

In 2017, the owner of 3500 West Arthur Avenue requested natural screening in a residential Front Yard setback of a height greater than the maximum permitted 30-inch height. This request was for a lot that is surrounded by residential uses. The ZBA denied the request to permit eight-foot- (8') tall Arborvitae in the Front Yard setback and a part of the Right-of-Way. The Village Board was in agreement with the ZBA and also denied this request (which was part of a larger proposal that included natural screening in other areas of the lot). The Village Board subsequently referred to the Plan Commission a request to review the existing Code requirements and determine if a Text Amendment should be considered. The Plan Commission reviewed and recommended revisions to the natural screening requirements to permit up to eight-foot- (8') tall natural screening in the Front and Corner Side Yards of certain corner lots, with specific stipulations. The Village Board approved these Text Amendments to the Zoning Code in February of this year. These regulations, however, applied only to residentially-zoned lots.

Conclusion

The Petitioner seeks Variations to add exterior improvements to their property at 7100 North Ridgeway Avenue that serve a function for the customer side of their business, but are also intended to provide aesthetic improvements at a property that has customer traffic which is significantly greater than the typical industrial business in the MB Zoning District.

Staff received one phone call inquiring as to the improvements proposed for this project along the Ridgeway Avenue frontage. The caller offered no opinion either way, but implied they may come in to view the plans or come to the Public Hearing. No other phone calls or e-mails were received as a result of the public notice mailing.

Documents Attached

1. Zoning Variation Application and Variation Standards
2. Photos of Proposed Amenities
3. Plans and Renderings
4. Plat of Survey
5. Landscape Specifications for Emerald Green Arborvitae
6. Pertinent Code Sections

review is to minimize additional flooding impacts on surrounding properties. Mr. Vasilj stated that they intend to provide drainage infrastructure as required by the Village.

Motion to recommend approval of the requested reduction of the side yard setback from seven feet to six feet one-half inch was made by Commissioner Nickell and was seconded by Commissioner Hussain. Case #ZB-03-18 will be heard at the May 1, 2018 meeting of the Village Board.

Aye: O'Brien, Hussain, Nickell, and Strat

Nay: None

Motion Approved: 4-0

DRAFT

V. Case #ZB-04-18: Public Hearing: 7001 North Ridgeway Avenue – Variations Related to Natural Screening, Permitted Obstructions in a Yard, Side Yard Setbacks, and Business Operations Outside of an Enclosed Building

Chairman O'Brien announced Case #ZB-04-18 for consideration of a request by Robert (Tim) Garcia, representing 7001 Ridgeway LLC, property owner, for Variations needed for proposed exterior improvements to an existing two-story catering business at the property commonly known as 7001 North Ridgeway Avenue. The Variations are related to the location and height of natural screening, business operations conducted outside of a completely enclosed building, a terrace/patio in the required front yard setback, decorative wood posts used to suspend festival lights above a proposed terrace/patio, an awning/canopy for bicycle storage that projects greater than twenty-five percent of the width of a required side yard setback, and a setback less than ten feet (10') for a vestibule and raised wooden planters in a required side yard abutting a street.

Community Development Director Steve McNellis provided an overview of the proposed project and requested Variations. 7001 North Ridgeway Avenue is located in the M-B Light Manufacturing/Business District and is the home of Food For Thought. This location has served as their headquarters since 1998, and, in 2000, the owners completed an addition of a second-story mezzanine.

The proposed improvements to the exterior of the property include: 1) an outdoor patio on the west façade of the building surrounded by landscape screening and including poles to support strings of lighting over the patio; 2) a new vestibule on the south façade marking the primary entrance to the building; 3) planter boxes along the south façade of the building; and 4) a canopy providing a covered area for bicycle parking along the south façade of the building.

Development Director McNellis enumerated the following sections from which Variations are required to accommodate the proposed improvements:

- Section 3.13(16)(a) of the Zoning Code, which permits natural screening in the Front Yard setback of an MB-zoned property, only when screening parking areas from public view and only at a height that does not exceed four feet (4'). Since the proposed screening is six feet-tall and does not screen a parking lot, a Variation is required;

- Section 3.10 of the Zoning Code, which lists patios as a permitted obstruction in the required Front Yard setback, but only in residential districts. This section also does not identify light posts and strung lights as permitted obstructions in the required Front Yard in the MB, Light Manufacturing/Business District;
- Section 4.08(2) of the Zoning Code, which states that “*All business, processing, storage and all other activities and operations shall be conducted within completely enclosed buildings, except for off-street parking and off-street loading operations.*” This requirement pertains to property in the MB, Light Manufacturing/Business District only. The proposed patio represents the conducting of business outdoors;
- Section 4.14 of the Zoning Code, which requires a minimum Side Yard Setback of ten feet (10’) for any structure when that Side Yard abuts a street. While the existing building is set back the required ten feet (10’), the vestibule and wood planters proposed in the Side Yard maintain a two-foot six inch and two foot setbacks respectively; and
- Section 3.10 of the Zoning Code, which permits awning and canopies to “*project into a yard not more than 10% of the depth of front or rear yard or 25% of the width of side yard.*” In this case, the Side Yard setback is ten feet (10’) which would permit a maximum projection of two feet six inches. The proposed canopy would extend into the required setback eight feet or eighty percent of the width of the required yard.

Following staff’s presentation, Chairman O’Brien swore in Nancy Sharp (Food for Thought), Tim Garcia (Food for Thought), and Steven Kolber, architect, on behalf of the Petitioner. Ms. Sharp and Mr. Garcia provided a presentation of Food for Thought’s operations and vision, highlighting aspects of the company that are the impetus for the proposed improvements and requested Variations. Mr. Garcia stated the importance of remaining competitive with others in the food preparation and catering industry, especially given the uniquely public nature of this use.

Commissioner Nickell asked for clarification regarding the need for an outdoor service area. Mr. Garcia stated that this was important as an amenity that would allow them to replicate client experiences when doing tastings and compete with other caterers that have patios or rooftop decks.

Commissioner O’Brien asked if it was possible to relocate the outdoor patio to the east side of the building. Mr. Garcia stated that that area is currently used for parking and loading and hosting customers in that area would not result in the experience they are seeking to create. That location also would not tie into the interior tasting rooms in the west end of the building.

Commissioner Strat inquired about when tastings would be done outdoors. Mr. Garcia stated that tastings are usually done at lunch time and in the evenings.

Chairman O’Brien facilitated a discussion to identify consensus and make separate motions related to different aspects of the proposed plan. Related to the west side of the property, the Commissioners agreed that the outdoor operations, patio in the front yard setback, poles and lights for the patio, and landscape screening were acceptable. Chairman O’Brien, however, expressed some concern regarding the height of the proposed arborvitae screening. She asked if the Petitioner would be willing to provide tiered landscaping to soften the edge of the landscape screening where it meets the ground. The Petitioner agreed to this condition.

Motion to recommend approval of the requested Variations related to the outdoor operations, patio in the front yard setback, poles and lights for the patio, and landscape screening was made by Chairman O'Brien and seconded by Commissioner Strat. The motion included a condition that tiered landscaping be provided around the outside of the landscape screening.

Aye: O'Brien, Hussain, Nickell, and Strat

Nay: None

Motion Approved: 4-0

Related to the south side of the property, Chairman O'Brien stated concerns over the Village approving a Variation for the planter boxes as a "structure" since she doesn't interpret them as needing a Variation and, if the Village were to grant a Variation, it would set a precedent for others to seek similar relief. Director McNellis stated that staff had similar internal discussions, but ultimately an interpretation was made with the guidance of the Village Attorney that the proposed planters were considered structures that require a Variation. Commissioners agreed that they have no concerns regarding the proposed planters, but asked that the Village Board consider whether or not they should need a Variation.

Chairman O'Brien asked about the location of the proposed bike rack canopy. Mr. Garcia stated that the location was determined based on the proximity to the front entrance and the need to not disrupt parking. Commissioners agreed that they have no concerns regarding the proposed bike canopy extending more than twenty-five percent into the Corner Side Yard.

Motion to recommend approval of the requested Variations related to the planter boxes and bike canopy was made by Chairman O'Brien and seconded by Commissioner Strat.

Aye: O'Brien, Hussain, Nickell, and Strat

Nay: None

Motion Approved: 4-0

Related to the vestibule encroaching on the side yard setback, Chairman O'Brien expressed concerns related to this request. She stated that there is likely another solution utilizing the interior floor plan that could eliminate the need for a Variation. Mr. Garcia stated that the vestibule offers two intended benefits: 1) better environmental control on the interior of the building; and 2) better visibility from the corner of Ridgeway and Lunt Avenues.

Motion to recommend denial of the requested Variations related to the encroachment of the proposed vestibule in the required Side Yard setback was made by Chairman O'Brien and seconded by Commissioner Nickell.

Aye: O'Brien, Nickell, and Strat

Nay: Hussain

Motion Approved: 3-1

It was noted that the property owner could do a canopy that projects 2.5 feet from the façade without a Variation. The Petitioner then asked if a deeper canopy could be provided. The

Commission entertained discussion of a four-foot-deep canopy that would be ten- to twelve- feet wide as an alternative to the vestibule.

Motion to recommend approval of the requested Variation related to a front door canopy projecting up to four feet into the required Side Yard setback and with a width not to exceed twelve feet was made by Chairman O'Brien and seconded by Commissioner Strat. Chairman O'Brien included a condition that a final design must be presented to the Village Board prior to approval.

Aye: O'Brien, Hussain, Nickell, and Strat

Nay: None

Motion Approved: 4-0

It was clarified that the Petitioner can either present a canopy in accordance with the motion recommending approval, or request that the Village Board overturn the Commission's recommendation to deny the request for the vestibule.

VI. Discussion: Zoning Board of Appeals Biennial Report: 2016-2018
Request: Discuss and Approve the Zoning Board of Appeals Biennial Report

Biennial Reports are given by each Commission to the Village Board every two years. The Biennial Report provides information related to actions undertaken by each Commission, nature of the cases or requests heard, goals for the next two years, and questions or comments for the Village Board. The report is tentatively scheduled to be presented at the May 15, 2018 Committee of the Whole.

A brief presentation was provided by Development Manager Hammel. Commissioner Hussain sought clarification regarding the ZBA cases that led to a recent code amendment.

Motion to recommend approval of the Zoning Board of Appeals 2016-2018 Biennial Report was made by Chairman O'Brien and seconded by Commissioner Nickell.

Aye: O'Brien, Hussain, Nickell, and Strat

Nay: None

Motion Approved: 4-0

VII. Staff Reports

A. Packet Format

Development Manager Hammel described the history of Boards and Commissions moving toward electronic board packets and stated that staff would like to hear concerns and consider incremental solutions to achieve the goal of electronic packets. Staff stated a preference for paper formats for the ease of use during a meeting. It was also clarified that the Village would not be provided with a device to use during meetings. Chairman O'Brien stated that electronic packets had been tried in the past, but it was not feasible for the Zoning Board of Appeals.



VILLAGE OF LINCOLNWOOD Public Hearing Application
Community Development Department Variations

SUBJECT PROPERTY

Property Address: 7001 Ridgeway Ave. Lincolnwood, IL 60712

Permanent Real Estate Index Number(s): 10-35-136-022-0000

Zoning District: MB Lot Area: 29,220 SQ. FT.

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

Existing 1.5 story building with attached outdoor cooler/freezes.

Wood fence at the North end of the property and a chain link fence and the Southeast corner of the property.

Are there existing development restrictions affecting the property? Yes No

(Examples: previous Variations, conditions, easements, covenants) If yes, describe: _____

REQUESTED ACTION

- | | |
|---|--|
| <input type="checkbox"/> Variation - Residential | <input type="checkbox"/> Variation - Signs/Special Signs |
| <input checked="" 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: Proposed 16' x 36' patio, canvas vestibule at the main entrance, (4) 4' x 8' planters and 8' x 12' covered bike storage. Please see attached.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s): *(List all Beneficiaries if Trust)*

Name: Robert (Tim) Garcia

Address: 7001 Ridgeway Ave.

Telephone: (847) 624-1207 Fax: () E-mail: TGarcia@BeaconRegroup.com

Petitioner: *(if Different from Owner)*

Name: Steven Kolber Relationship to Property: Architect/ Representative

Address: 828 Davis St. Evanston, IL 60201

Telephone: (630) 300-4699 Fax: () E-mail: skolber@Kolbrook.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	<input checked="" type="checkbox"/>	Applicable Zoning Worksheet	<input checked="" type="checkbox"/>
Site Plan	<input checked="" type="checkbox"/>	Photos of the Property	<input checked="" type="checkbox"/>
Proof of Ownership	<input checked="" type="checkbox"/>	PDF Files of all Drawings	<input checked="" type="checkbox"/>
Floor Plans	<input checked="" type="checkbox"/>	Elevations	<input checked="" type="checkbox"/>

**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.

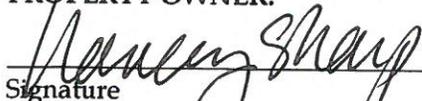
Invoices in connection with this application shall be directed to:

Name: Robert (Tim) Garcia
Address: 7001 Ridgeway Ave.
City, State, Zip: Lincolnwood, IL 60712

ATTESTMENT AND SIGNATURE

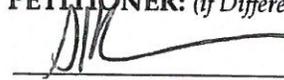
I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I also understand that 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:


Signature
NANCY SHARP
Print Name

03/19/2018
Date

PETITIONER: (if Different than Property Owner)


Signature
Steven Kolber
Print Name

03-19-2018
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.

Please see attached.

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.

Please see attached.

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.

Please see attached.

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

Please see attached.

VARIATION STANDARDS (Continued)

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

Please see attached.

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.

Please see attached.

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

Please see attached.

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.

Please see attached.



April 9th, 2018
Food for Thought
7001 Ridgeway Ave.
Lincolnwood, IL
60712

Project Description

We are requesting 4 variations.

1. Relief to put a patio and associated patio structures including 4 wooden poles for festival light strings in the front yard of a non-residential zoning district on Ridgeway Avenue.
2. Relief to place natural screening in a front yard on Ridgeway Avenue.
3. Relief on side yard set-back requirements (10'-0") on Lunt Avenue for a canvas vestibule, planter boxes and a canopy for bicycle storage.
4. To be allowed to conduct business outside in the patio area in an industrial zoning district.

Variation Standards

1. The variances being requested certainly protect public health, safety, comfort, morals, convenience, and general welfare as all the requests, we believe, enhance the immediate area, provide a general visually pleasing aesthetic, while creating an avenue to re-focus the Food for Thought message. The project will create a better environment for not only the Food for Thought customers and employees, but to the mutual benefit of the neighborhood.
2. Please consider that even though the address of the site is 7001 Ridgeway Avenue, the main entrance is on Lunt Avenue. In terms of floor plan, layout, and customer experience, the Ridgeway Avenue side is truly a "side yard" operationally. Since the intent of the patio (and the associated screening, decorative trailer element, and wooden poles for string lighting) is to be used to "seal the deal" for clients at tastings only, the Ridgeway Avenue side is where there is plenty of space and direct access from the tasting rooms and kitchen is best achieved. More than an inconvenience, the placement of the patio (and associated elements) on the Lunt Avenue side yard would not only allow for enough width to be successful but would also require a complete redesign of the interior. In conjunction, the new "entry" elements we are proposing (canvas vestibule, planter boxes and bike storage) are on the shorter side yard on Lunt Avenue.....thus creating our setback variance request.

In conjunction, the property "back yard" is currently used for parking, loading and deliveries thus making expansion in that direction impossible.

Do note that the current industrial atmosphere in which this building resides, creates an inherited hardship to develop the façade with the upgraded improvements we are looking to incorporate as they are certainly unique to the neighborhood.

3. We feel that the requests we are making for variation would not be generally applicable to other properties due to the front yard / side yard "switch" Food for Thought has. For example, the neighboring industrial buildings located on the North side of Lunt all have their main entries on the associated North / South street, where Food for Thought has their main entry on the "short" side yard of Lunt Avenue. If in fact those businesses wanted to put natural screening or a patio on their side yard on Lunt that should be acceptable by the zoning code. Same for main entry embellishments such as Food for Thought is proposing.
4. The variations being requested are to allow for enhancements for Food for Thought to remain competitive in their industry, as well as to retain and entice talent to be a part of their team. Food for Thought already

828 Davis Street
Suite 300
Evanston, IL 60201

www.kolbrook.com

has a sizeable investment in the property, and along with the exterior work being considered here is also doing a major upgrade to the interior. They need to do this out of necessity as they do not want to lose step in the market of high-end catering.

5. The hardships being faced are solely due to the existing condition that the "front" and "side" yards have been "flipped". This was a condition that was in place before Food for Thought first purchased the building. The original single story building was designed and built as an industrial structure by previous owners. The addition to the North was added by Food for Thought to expand its kitchen and warehousing abilities to service their customers. However, since the expansion, the high-end catering industry has shifted in how lucrative clientele are courted. To remain competitive within the market, Food for Thought is proposing the extensive upgrades to its facility that ultimately cause for these variance requests.
6. We feel that the improvements for which the variations are being sought will be an extreme enhancement to the surrounding industrial properties. The softening of the corner with the patio and natural screening, along with the planter elements, bike storage, and new canvas vestibule will certainly be an "upgrade" to the area.
7. In our opinion, the variances requested are absolutely the minimum for Food for Thought to capture the "flair" necessary to remain competitive in their industry, while providing an upgrade to the neighborhood as well. Most of the competitors in the high-end catering industry locally have done upgrades to their facilities to entice customers and talent alike. Food for Thought wants to remain in its current Lincolnwood location AND provide similar upgrades as well. Also, please consider that the terrace, bike canopy and vestibule are not overpowering to the site and reasonable in size while still maintaining a good degree of clearance from property lines.
8. The variances requested will not impact the quality of light or air the neighbors now enjoy, and the proposed enhancements pose no danger to public safety.
9. NA
10. NA
11. NA
12. NA



Steven Kolber, AIA
President/Principal
Kolbrook Design, INC.
skolber@kolbrook.com
847 492 1992 ex. 20

828 Davis Street
Suite 300
Evanston, IL 60201

www.kolbrook.com

Examples of Proposed Site Alterations

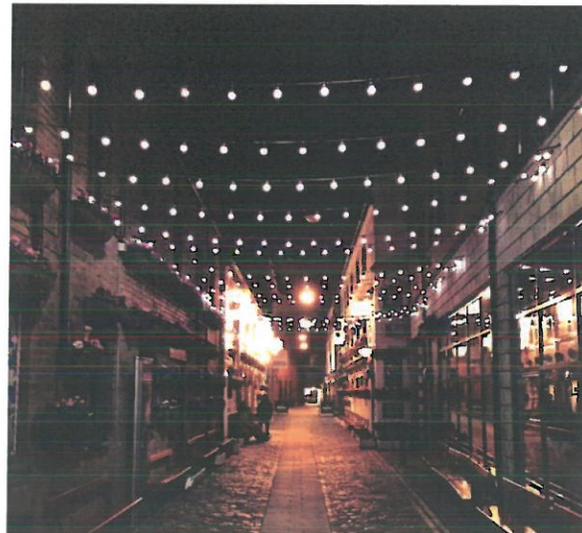
Wood Screen around Existing Cooler

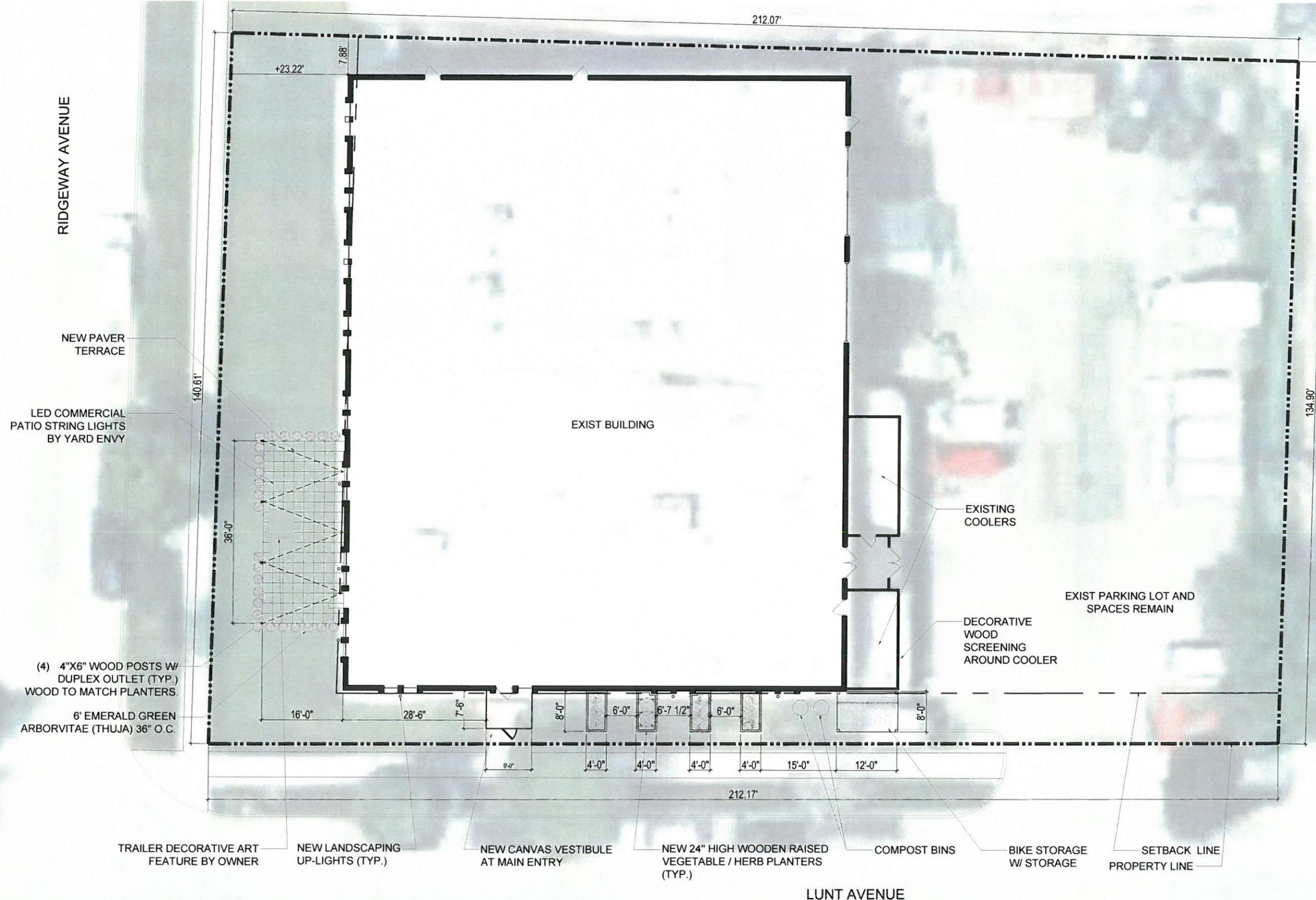


Bike Storage



Festive Patio String Lights



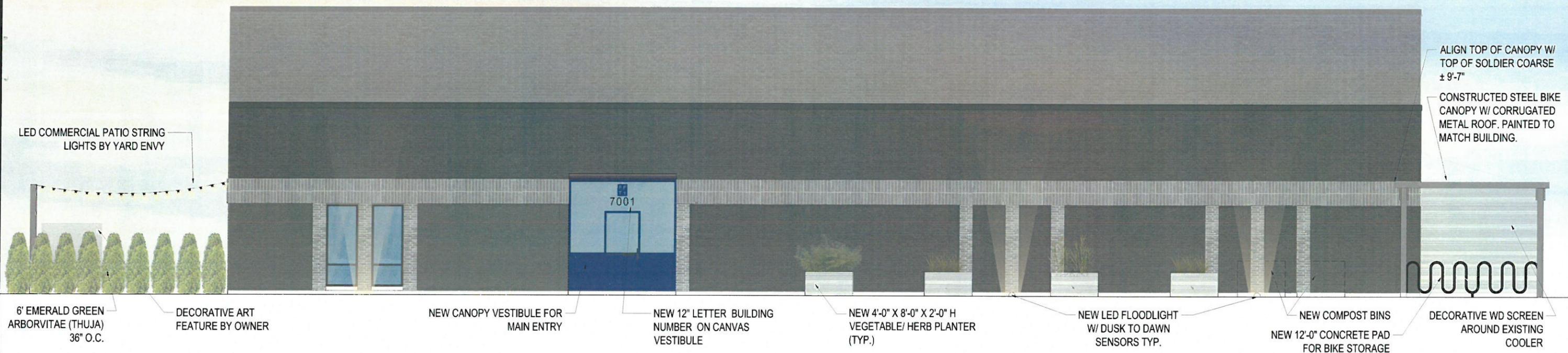


1 SITE PLAN
SCALE: 1" = 20'-0"

ARCHITECT:
kolbrook design
 828 DAVIS STREET
 SUITE 300
 EVANSTON, IL 60201
 Ph 847.492.1992

PROJECT:
FOOD FOR THOUGHT - LINCOLNWOOD
 7001 RIDGEWAY AVE.
 LINCOLNWOOD, IL 60712
 SCALE: 1" = 20'-0"

Job No. 1411.004
 Issue Date 04/09/2018



2 SOUTH ELEVATIONS
SCALE: 1/8" = 1'-0"



1 WEST ELEVATIONS
SCALE: 1/8" = 1'-0"

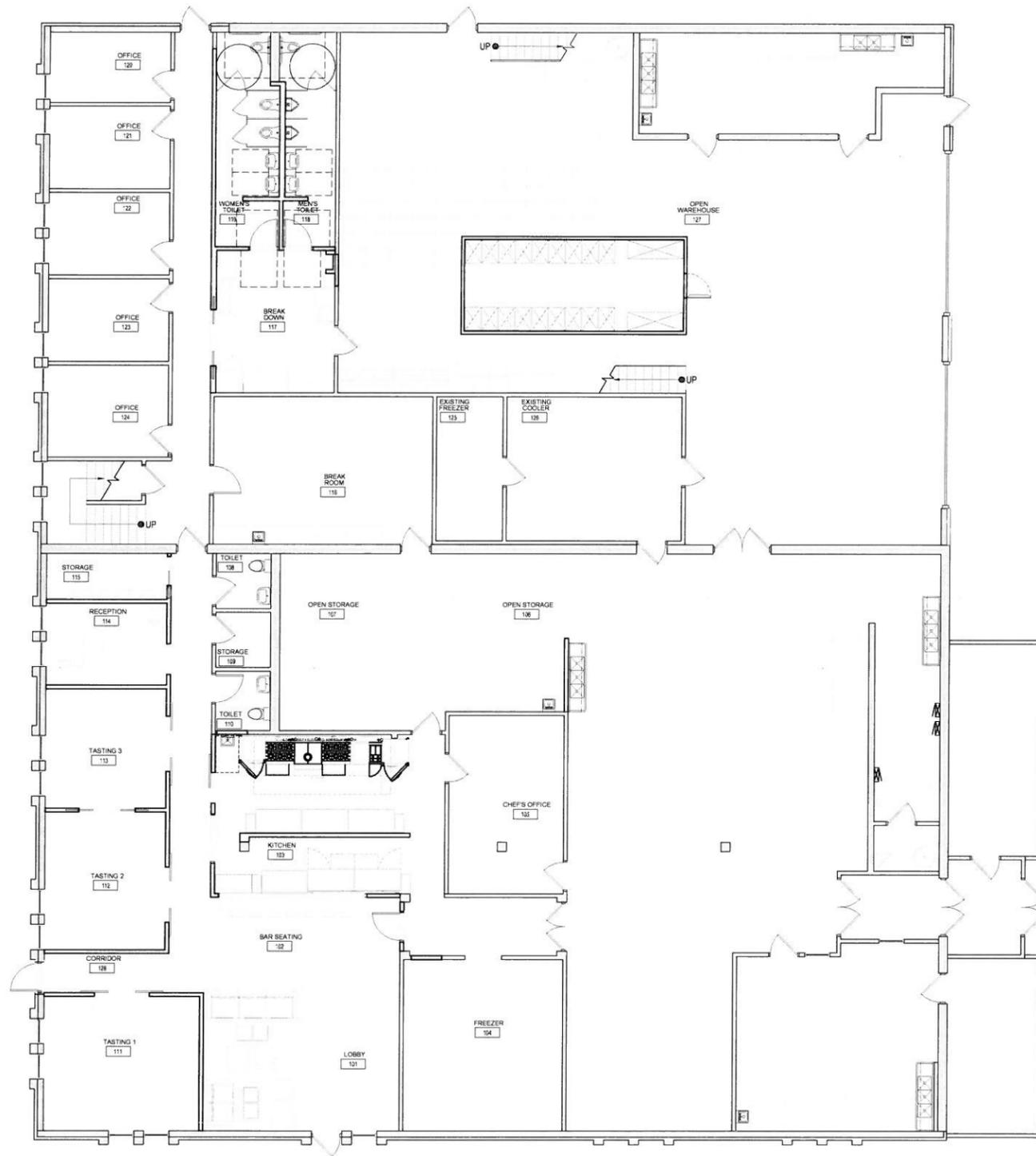
ARCHITECT:
kolbrook design
828 DAVIS STREET
SUITE 300
EVANSTON, IL 60201
Ph 847.492.1992

PROJECT:
FOOD FOR THOUGHT - LINCOLNWOOD
7001 RIDGEWAY AVE.
LINCOLNWOOD, IL 60712

SCALE: 1/8" = 1'-0"

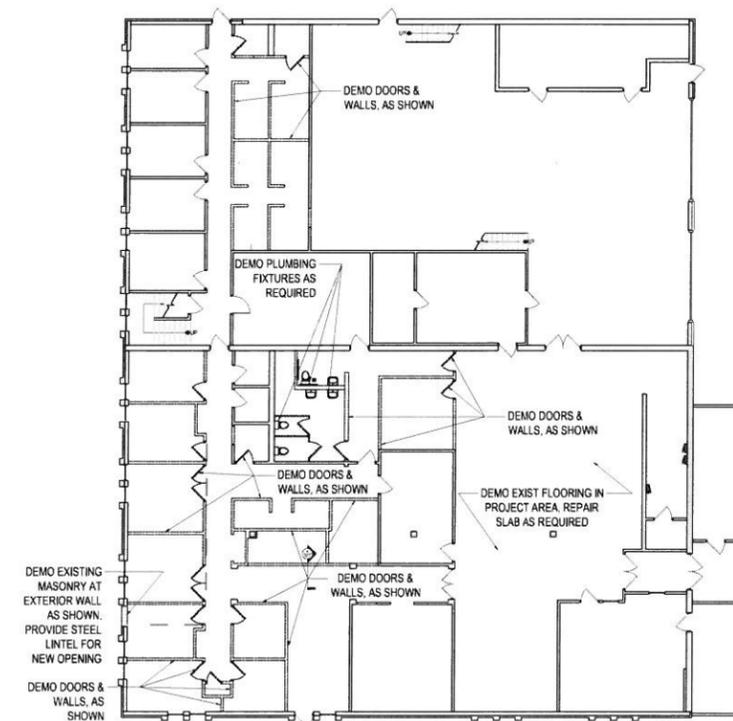
ELEVATIONS

Job No. 1411.004
Issue Date 04/09/2018



2 FLOOR PLAN
SCALE: 1/16" = 1'-0"

GENERAL NOTES	
	- EXISTING WALL
	- WALL TO BE DEMOLISHED
	- NEW WALL



1 DEMO PLAN
SCALE: 1/32" = 1'-0"

ARCHITECT:

kolbrook design

828 DAVIS STREET
SUITE 300
EVANSTON, IL 60201
Ph 847.492.1992

PROJECT:

FOOD FOR THOUGHT - LINCOLNWOOD

7001 RIDGEWAY AVE.
LINCOLNWOOD, IL 60712

Job No.

1411.004

Issue Date

03/19/2018



WEST ELEVATION



SOUTH ELEVATION



MAIN ENTRANCE



EMPLOYEE ENTRANCE



ARCHITECT:

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SUITE 300
EVANSTON, IL 60201
Ph 847.492.1992

PROJECT:

FOOD FOR THOUGHT - LINCOLNWOOD

7001 RIDGEWAY AVE.
LINCOLNWOOD, IL 60712

SCALE: N/A

EXISTING CONDITIONS

Job No.

1411.004

Issue Date

03/19/2018

PROFESSIONALS ASSOCIATED SURVEY, INC.

Property - Alla - Topo - Condo - Mortgage Surveys

LINCOLNWOOD OFFICE
N. TRIPP AVENUE
LINCOLNWOOD, ILLINOIS 60646
(847) 675-3000
(847) 675-2167

HIGHLAND PARK OFFICE
1510 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS 60035
TEL: (847) 831-1200
FAX: (847) 831-9206

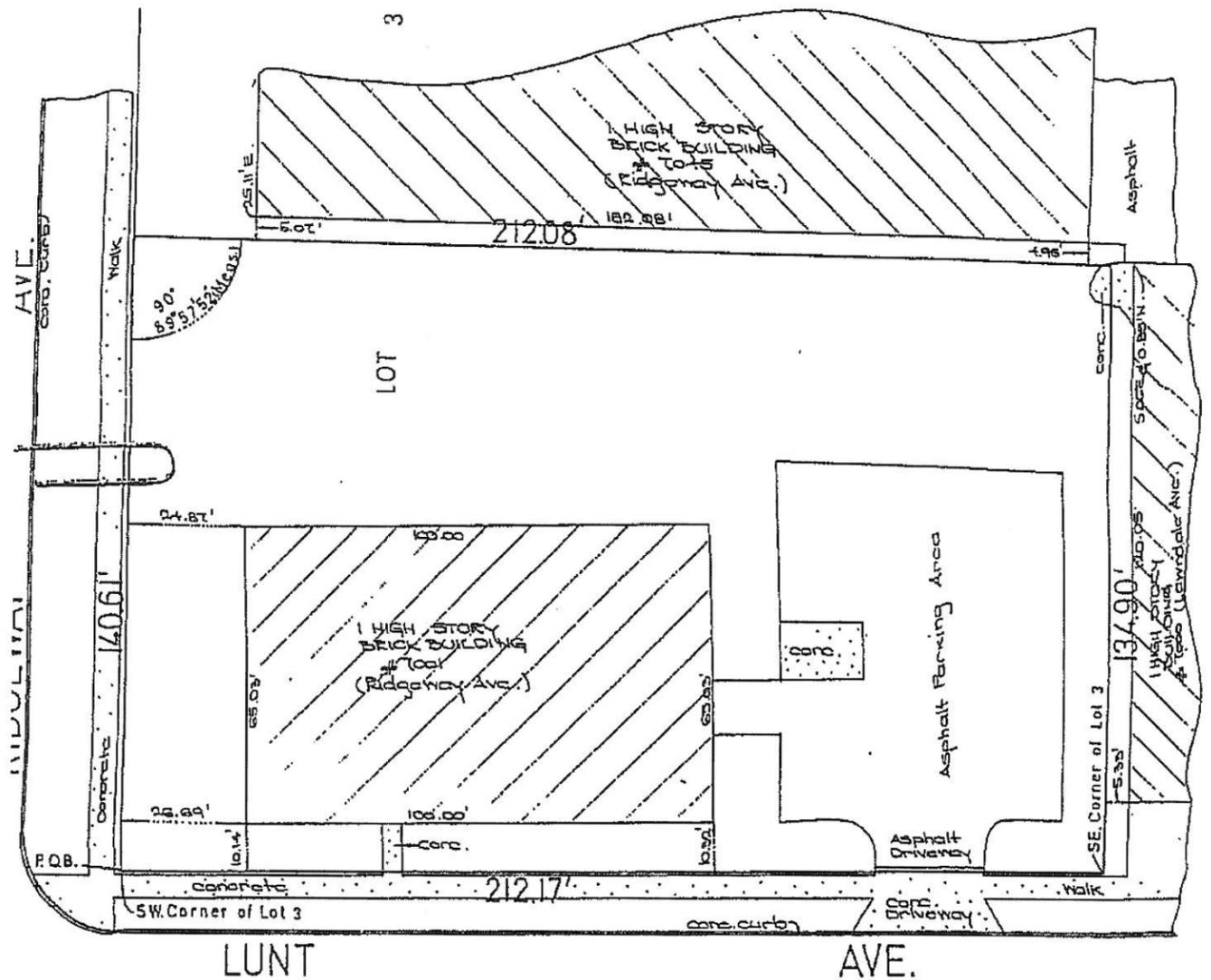
Map of Survey

OF



THAT PART OF LOT 3 IN LINCOLNWOOD INDUSTRIAL PARK, BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND WEST 178.00 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 3; THENCE NORTH IN THE WEST LINE OF AFORESAID LOT 3 A DISTANCE OF 140.61 FEET TO A POINT; THENCE IN A LINE DRAWN AT RIGHT ANGLES TO AFORESAID WEST LINE A DISTANCE OF 212.08 FEET TO A POINT IN THE EAST LINE OF AFORESAID LOT 3; THENCE SOUTH IN AFORESAID EAST LINE A DISTANCE OF 134.90 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 3; THENCE WEST IN THE SOUTH LINE OF AFORESAID LOT 3 A DISTANCE OF 212.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7001 Ridgeway Avenue, Lincolnwood, Illinois.



CERTIFY TO:
- TICOR TITLE INSURANCE CO.
- STS II PARTNERSHIP, AN ILLINOIS CO. PARTNERSHIP.

CHECK (✓) IN BOX MEANS THAT SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED IN CONSTRUCTION.
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

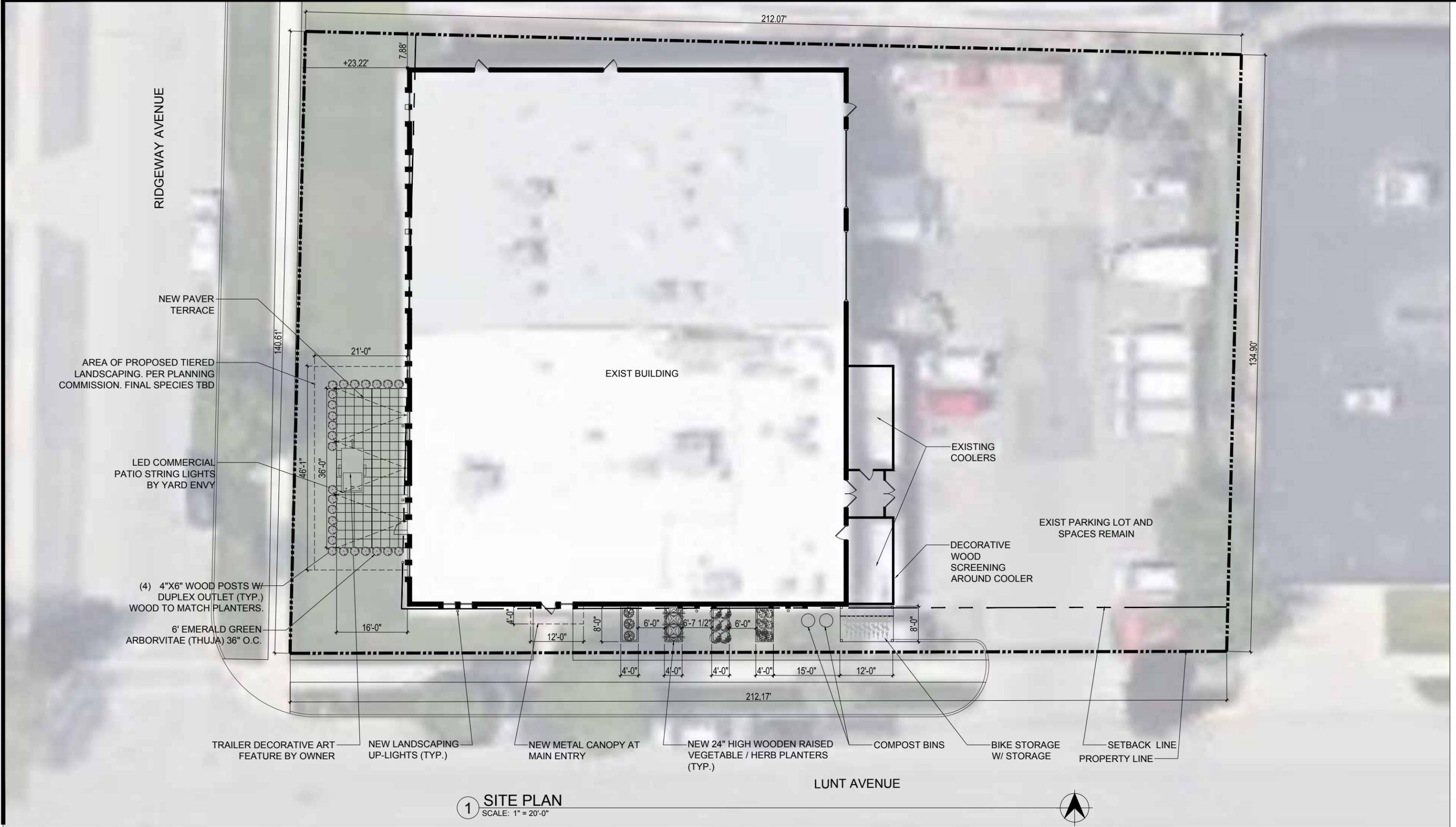
Order No. 91-41655
Scale: 1 inch = 25 feet
Date: December 12, 1991
Ordered by: John C. Dugan
Attorney at Law

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SET. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY RECORDING IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT. STATE OF ILLINOIS

State of Illinois
County of Lake ss.
County of Cook
We, PROFESSIONALS ASSOCIATED SURVEY INC., do hereby certify that we have located the building on the above property.
Hilton E. Donahoe
PROF. IL. LAND SURVEYOR

State of Illinois
County of Lake ss.
County of Cook
We, PROFESSIONALS ASSOCIATED SURVEY INC., do hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.
Hilton E. Donahoe
PROF. IL. LAND SURVEYOR

ll

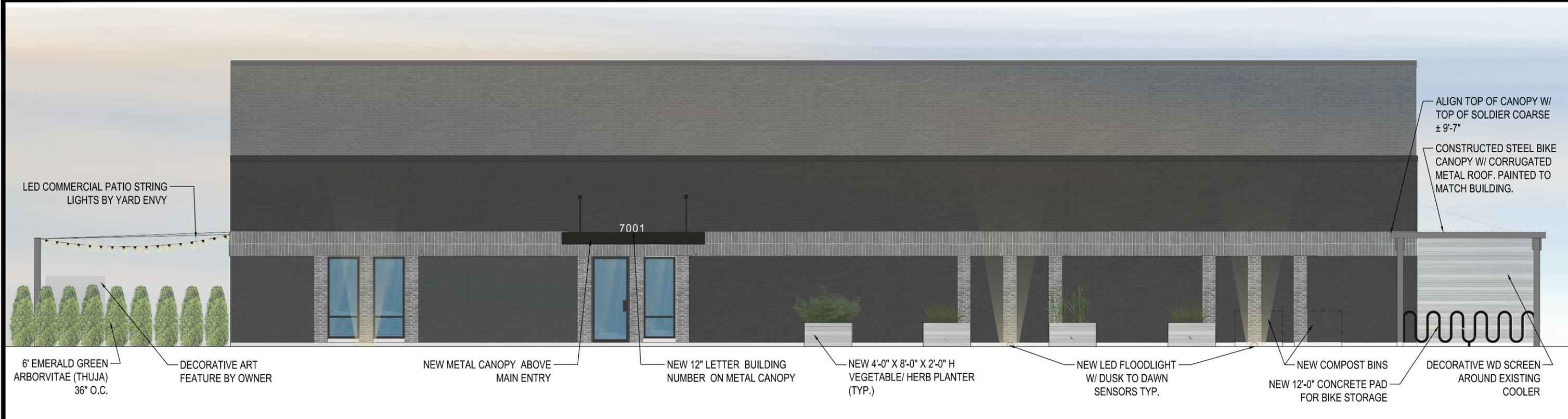


ARCHITECT:
kolbrook design
828 DAVIS STREET
SUITE 300
EVANSTON, IL 60201
Ph 847.492.1992

PROJECT:
FOOD FOR THOUGHT - LINCOLNWOOD
7001 RIDGEWAY AVE.
LINCOLNWOOD, IL 60712

REVISED SITE PLAN

Job No. 1411.004
Issue Date 04/23/2018



LED COMMERCIAL PATIO STRING LIGHTS BY YARD ENVY

6' EMERALD GREEN ARBORVITAE (THUJA) 36" O.C.

DECORATIVE ART FEATURE BY OWNER

NEW METAL CANOPY ABOVE MAIN ENTRY

NEW 12" LETTER BUILDING NUMBER ON METAL CANOPY

NEW 4'-0" X 8'-0" X 2'-0" H VEGETABLE/ HERB PLANTER (TYP.)

NEW LED FLOODLIGHT W/ DUSK TO DAWN SENSORS TYP.

NEW COMPOST BINS
NEW 12'-0" CONCRETE PAD FOR BIKE STORAGE

DECORATIVE WD SCREEN AROUND EXISTING COOLER

ALIGN TOP OF CANOPY W/ TOP OF SOLDIER COARSE ± 9'-7"

CONSTRUCTED STEEL BIKE CANOPY W/ CORRUGATED METAL ROOF. PAINTED TO MATCH BUILDING.

2 SOUTH ELEVATIONS
SCALE: 1/8" = 1'-0"



LED COMMERCIAL PATIO STRING LIGHTS BY YARD ENVY

EXISTING SIGN TO REMAIN

FOOD FOR THOUGHT

4"X6" WOODEN POSTS W/ DUPLEX OUTLET (TYP.) WOOD TO MATCH PLANTERS

6' EMERALD GREEN ARBORVITAE (THUJA) 36" O.C.

DECORATIVE ART FEATURE BY OWNER

NEW TERRACE DOOR TO MATCH BUILDING STANDARDS

NEW LED FLOODLIGHT W/ DUSK TO DAWN SENSORS TYP.

1 WEST ELEVATIONS
SCALE: 1/8" = 1'-0"

ARCHITECT:

 828 DAVIS STREET
 SUITE 300
 EVANSTON, IL. 60201
 Ph 847.492.1992

PROJECT:
FOOD FOR THOUGHT - LINCOLNWOOD REVISED BUILDING ELEVATION , WITH CANOPY
 7001 RIDGEWAY AVE.
 LINCOLNWOOD, IL 60712

SCALE: 1/8" = 1'-0" ELEVATIONS

Job No. 1411.004
 Issue Date 04/23/2018

EMERALD GREEN ARBORVITAE - SPECIFICATIONS



Emerald Green Arborvitae is a great alternative to larger evergreen trees such as the Leyland Cypress, as the Emerald Green has controlled growth that can be perfect for tight landscaping areas. The Emerald Green Arborvitae's hardiness and resistance to cold make it a solid choice for Northern landscapers, who might otherwise use Leyland Cypress.

Creating a privacy barrier

Many people use the Emerald Green Arborvitae as a privacy barrier or to block out noisy neighbors. The Emerald Green only grows 12'-14' feet tall, so it's perfect for small landscaping areas or below power lines (though please check with your power company for local heights and regulations). If you want to create a privacy barrier with the Emerald Green Arborvitae we would recommend that you plant 2'-3' feet apart and follow our planting instructions. Emerald Green Arborvitae trees are a deep and rich green color year-round, which displays how robust they are. Like the Leyland Cypress, their foliage grows in flat sprays and, close up, the needles appear covered in fine green scales.

Emerald Green Arborvitae are drought tolerant, love being pruned, and a max height of 12'-14' feet tall. Emerald Green Arborvitae trees make great privacy plants in a tight space.

"Arborvitae" is Latin for "tree of life." Emerald Green Arborvitae received their name from folklore about the alleged medicinal value of their resin.

Specifications

Mature Height: 12-14 Feet

Mature Width: 3-4 Feet

Scientific Name: *Thuja occidentalis*

Growth Rate: 6-9 inches per year.

Light: Full Sun or Partial Sun

Spacing: 2 Feet for quick privacy

Fertilizer: Slow Release 18-12-12

Emerald Green Arborvitae Spacing

The recommended spacing for Emerald Green Arborvitae Trees is 2-3 feet apart if you are using it for privacy. If you want quicker privacy, plant them about 2 feet apart. Emerald Green Arborvitae Trees typically grow about 3-4 feet wide.

PERTINENT CODE SECTIONS – FOOD FOR THOUGHT VARIATION REQUESTS

April 18, 2018

Section 3.13

(16) Natural screening in manufacturing districts.

- a. Natural screening is encouraged in front yard locations, when screening parking areas on a lot from public view, but such screening shall be restricted to not more than four feet in height. Any such screening shall not create a safety hazard for either drivers or pedestrians, shall comply with the Village line of sight regulations, and shall not obscure sight lines at ingress and egress points, and drive aisles of any lot.

3.10 Permitted obstructions in yards.

[Amended 2-7-2012 by Ord. No. 2012-2987; 7-15-2014 by Ord. No. 2014-3114]

- (1) Table 3.10.01 below (Permitted Obstructions in Yards) list items which are permitted in yards and the location (e.g. front yard) where they are permitted. A "P" denotes that an obstruction is permitted; a "—" denotes that the obstruction is prohibited.

**Table 3.10.01
Permitted Obstructions in Yards**

Item	Yard			
	Front	Rear	Side	Corner Side
Air-conditioning window units, provided they do not extend more than 2 feet from window	P	P	P	P
Air-conditioning condensers and equipment, other than window units, provided they are at least 10 feet from side property lines and at least 20 feet from an adjoining residential property owner's window	—	P	—	P
Arbors and trellises, not in excess of 8 feet in height	—	P	P	P
Architectural projections of sills, belt courses, cornices and ornamental features projecting nor more than 18 inches into a yard	P	P	P	P
Awnings and canopies, projecting into a yard not more than 10% of the depth of front or rear yard or 25% of the width of side yard	P	P	P	P
Patios in a residential district, located at least 4 feet from all side and rear property lines	P	P	P	P

4.08 Additional use standards for M-B - Light Manufacturing/Business District.

- (2) All business, processing, storage and all other activities and operations shall be conducted within completely enclosed buildings, except for off-street parking and off-street loading operations. Drive-up, drive-in, drive-through type operations shall be allowed only by special use permit. Outdoor storage may be permitted as a special use if such storage is customary to the principle use on site.

4.14 Area, bulk, density and setback standards: M-B District.

[Amended 2-5-2013 by Ord. No. 2013-3039]

Standard	Zoning District
	M-B
Lot Standards	
Minimum lot size (square feet)	N/A
Required setbacks (Note 1)	
Front yard (feet) (Note 5)	25
Front yard (feet) across from residential district	30
Front yard (feet) fronting on Pratt Avenue	75
Side yard (feet) (Note 2)	5
Side yard (feet) adjoining a residential district	30
Side yard (feet) abutting a street	10
Rear yard (feet) (Note 3)	5
Rear yard (feet) adjoining a residential district	15
Yards, general (Note 4)	

Zoning Board of Appeals Recommendation

Case #PC 04-18:

***Variations
for Proposed Exterior Improvements***

***Food for Thought Catering
7001 N. Ridgeway Avenue***

Subject Property 7001 N. Ridgeway Avenue



Zoning - MB

Light Manufacturing/Business

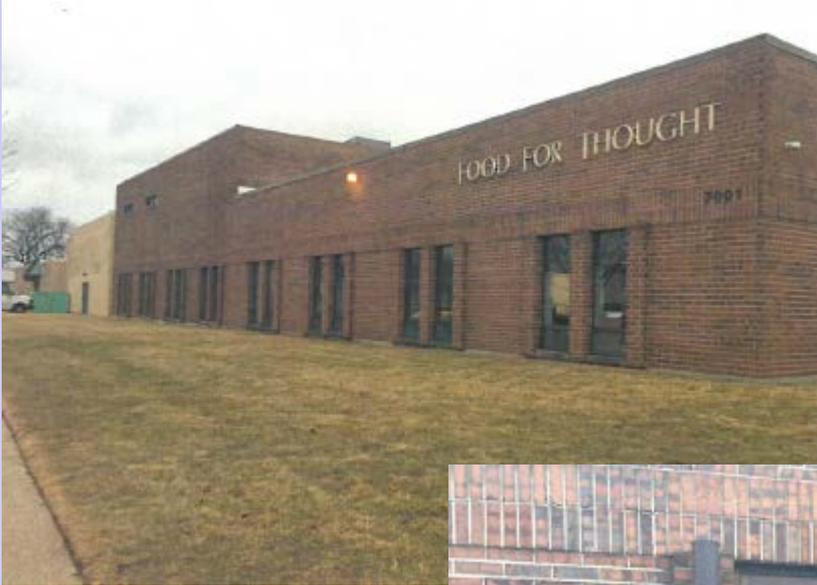
7001 N. Ridgeway
(Food For Thought)



Background

- Food For Thought (FFT), established in 1983 in Evanston and headquartered at this location since 1996.
- Corner lot with frontage on Ridgeway and Lunt
- Previous owner constructed the building prior to 1988 as a one-story office/warehouse building.
- FFT constructed an addition with a second story mezzanine for offices in 1998.
- No other significant exterior improvements made since that time.

Current Conditions



- Variation requests designed to improve exterior aesthetics and enhance customer experience.

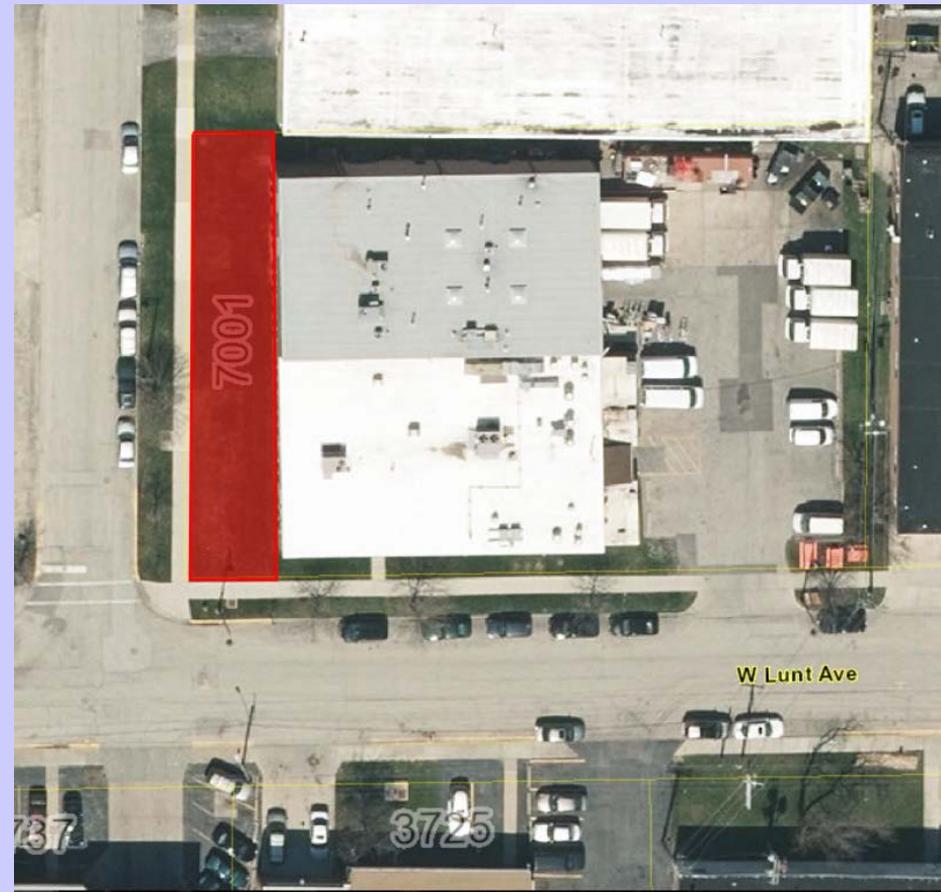
Variations Requested

1. Natural screening, not associated with parking lot screening, in a required front Yard setback, and at a height greater than 4', in MB Zoning District.
 2. A terrace/patio as a permitted obstruction in a required Front Yard setback on a lot in MB Zoning District
 3. Business operations to be conducted outside a completely enclosed building, to allow part of the food tasting operation of a catering facility to be conducted on an outdoor terrace
 4. Decorative wood posts as a base to suspend festive patio lights above a patio, as a permitted obstruction in a required Front yard setback
-
5. A setback less than 10' for a vestibule and raised wooden planters in a required Side Yard abutting a street.
 6. A canopy for bicycle storage that projects greater than 25% the width of a required Side Yard setback, as a permitted obstruction in a required Side Yard

Variations Requested

1. Natural Screening in a Required Front Yard Setback (Sec. 3.13(16)(a))

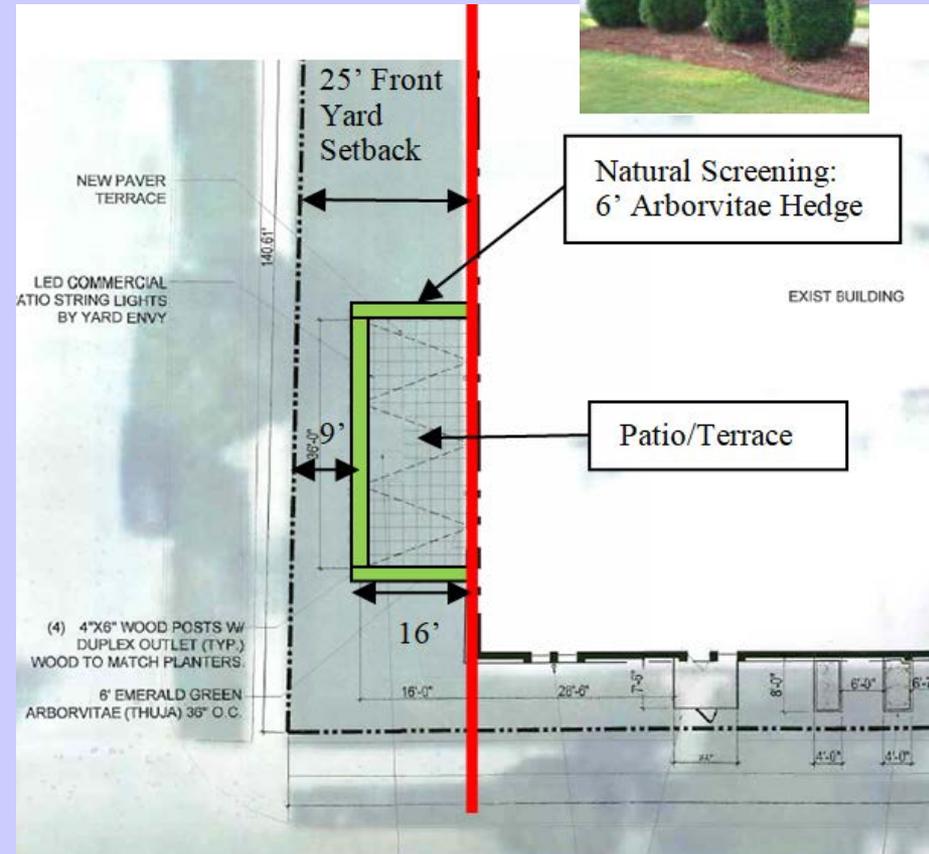
- ❖ Permitted in Front Yard setback in MB only to screen parking areas (and no taller than 4')
- ❖ Permitted in Side/ Corner Side and Rear Yards for any reason.
- ❖ *“Shall not create a safety hazard for pedestrians/drivers & shall comply with Line of Sight”*



Variations Requested

1. Natural Screening in a Required Front Yard Setback (Sec. 3.13(16)(a))

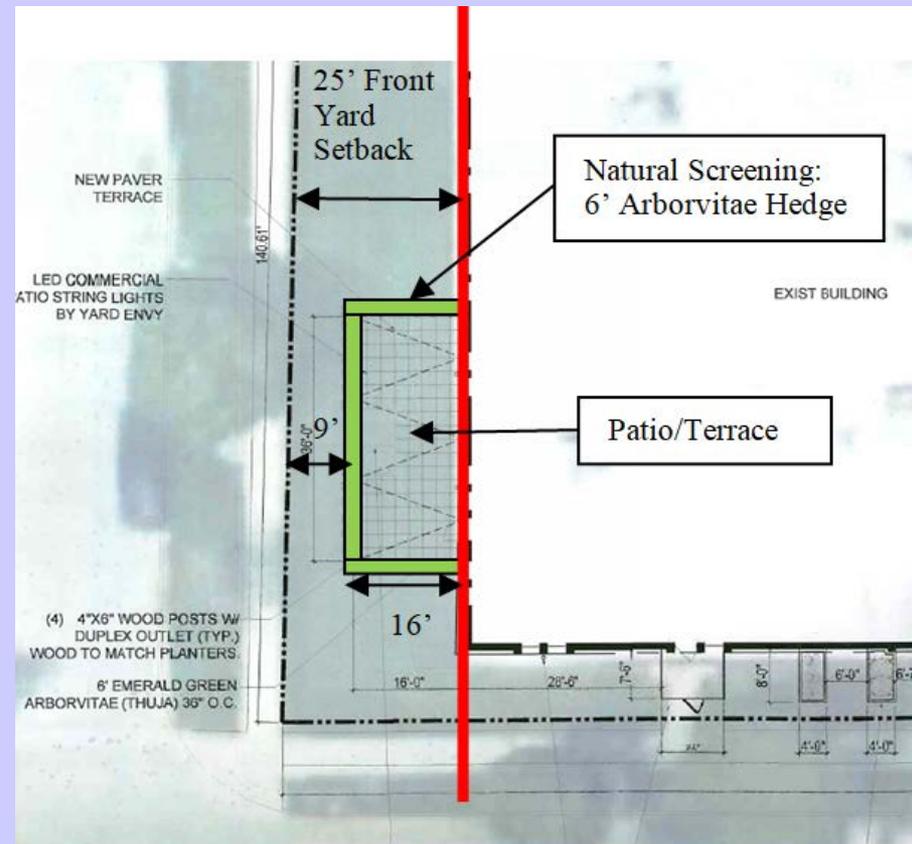
- ❖ Proposal – 6' tall Arborvitae to screen patio used for outdoor tastings
- ❖ Proposed natural screening is in 25' Front Yard setback, does not screen parking and is taller than 4'
- ❖ Conforms with safety/ Line-of-Sight requirements
- ❖ Covers 25% of building elevation & breaks-up long facade



Variations Requested

2. Terrace/Patio as Permitted Obstruction in Required Front Yard Setback (Sec. 3.10)

- ❖ Patios are permitted obstruction in a Front Yard setback, in residential only
- ❖ Proposed patio is 9' from Property Line, where 25' Front Yard setback required, unless Permitted Obstruction
- ❖ Customer-focused patio for outdoor food tastings
- ❖ Layout of property, minimal setbacks limits options for customer-focused area



Variations Requested

3. Outdoor Business Operations (Sec. 4.08(2))

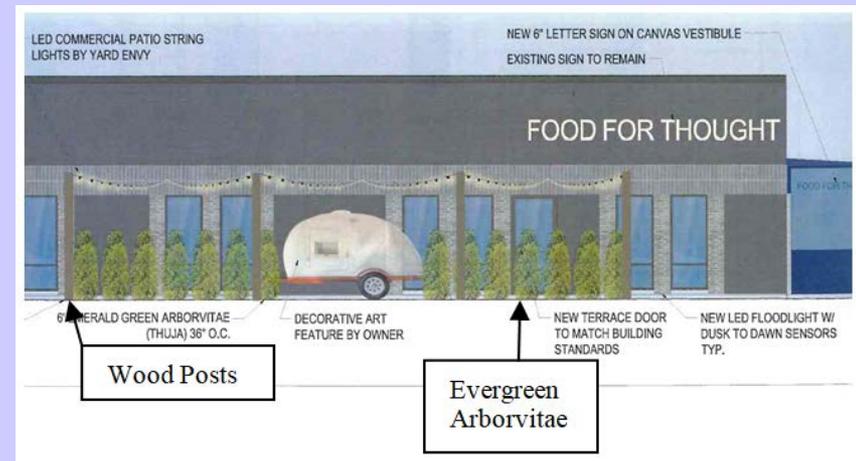
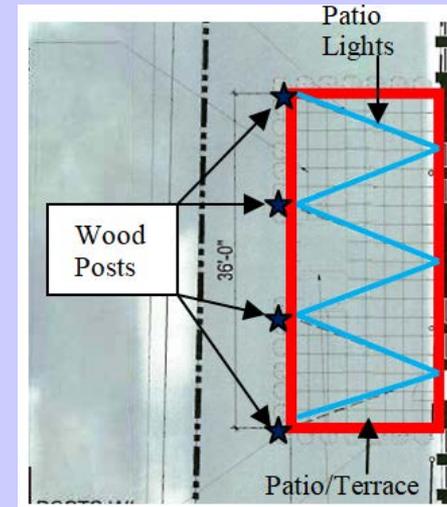
- ❖ Village Code requires, for MB Zoning District: *“All business, processing, storage and all other activities and operations shall be conducted within completely enclosed buildings”*
- ❖ Proposed patio use (food tastings) is integral part of customer operations for this business
- ❖ Intent of Code Section is to prevent typical industrial operations (equipment repair, processing materials, etc.) to be conducted outside in MB District.



Variations Requested

4. Wood Posts as Permitted Obstruction in Required Front Yard Setback (Sec. 3.10)

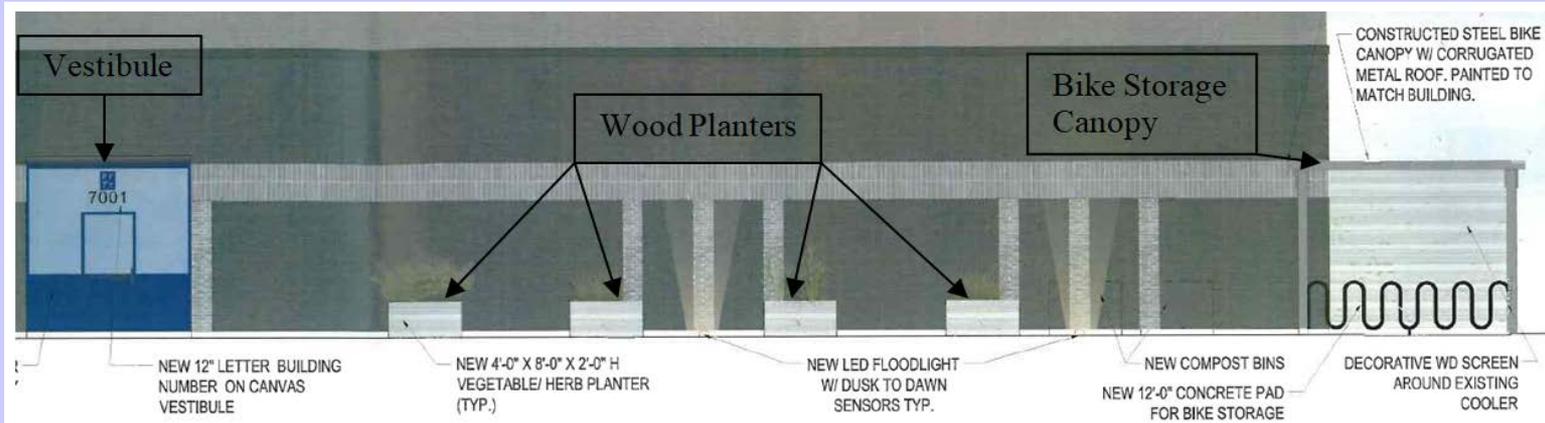
- ❖ Proposal for posts that support festive patio string lights connected to the building, which act as a “ceiling” for patio
- ❖ Arbor/Trellis is permitted obstruction in all but required Front Yard setbacks
- ❖ Four proposed posts are 9’ from Property Line, where 25’ Front Yard setback required, unless Permitted Obstruction



Variations Requested

5. Side Yard Setback for a Vestibule and Raised Wooden Planters (Sec. 4.14)

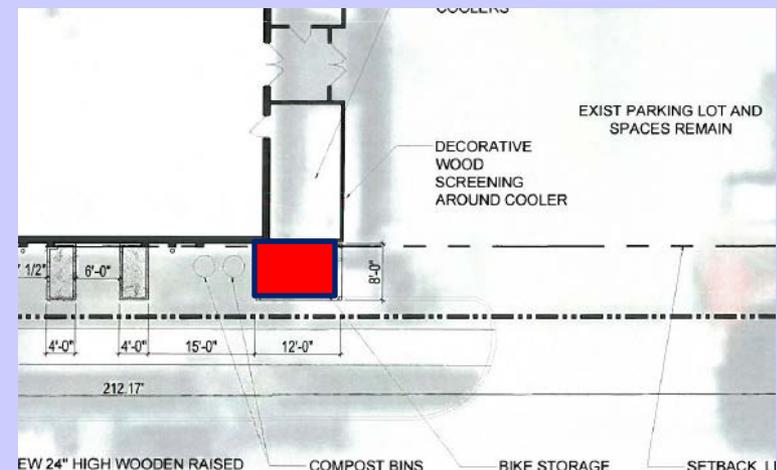
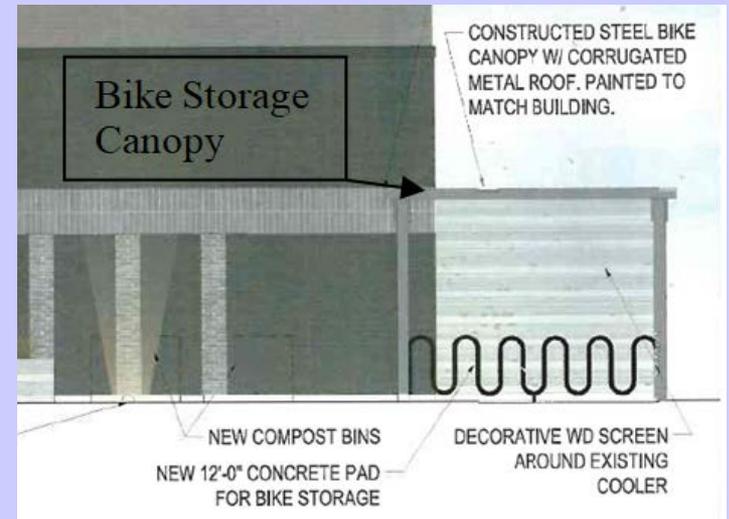
- ❖ Minimum Side Yard setback of 10' for any structure, when Side Yard abuts a street. Proposed vestibule and planters maintain 2'-6" and 2' setbacks, respectively
- ❖ Vestibule, appropriately-sized for door swing, placed in this location to orient customers to only public entrance
- ❖ Four planters, 2' tall and 32 sq. ft. each, add greenery to break-up long façade with minimal landscaping.



Variations Requested

6. Awning/Canopy as Permitted Obstruction in Required Side Yard Setback (Sec. 3.10)

- ❖ Canopies are permitted obstruction in Side Yard setback, if they “*project into a yard not more than . . . 25% of the width of the Side Yard*” (2'-6" of 10' Side Yard permitted)
- ❖ Proposed bike storage canopy covers 96 sq. ft. concrete pad/bike rack, projects 8' into Side Yard, but setback 4' from sidewalk. Does not impact vehicle/pedestrian safety
- ❖ Serves a functional purpose (promoting bike usage) with minimal visual impact



ZBA Deliberations

➤ **Public Hearing held on April 18, 2018**

- ZBA divided the six Variation requests into two categories:
 - 1) Front Yard Requests (on Ridgeway Avenue), and
 - 2) Side Yard Requests (along Lunt Avenue)

Front Yard Requests:

Outdoor Business Operations

- ZBA first addressed request to permit outdoor business operations, which is related to outdoor food tastings, as this request impacts all other requests on Ridgeway Avenue
- Consensus that standards were met, and that business is unique in its combination of industrial scale preparation/distribution of food and customer-focus.
- In addition, consensus of ZBA that this wouldn't set a precedent for outdoor operations in MB, due to nature of operations.

ZBA Deliberations

Natural Screening in Front Yard

- Discussion about intent of prohibiting Front Yard screening, unless used to screen parking.
- Staff noted that, similar to residential areas, intent is to prohibit a wall of vegetation, blocking a building from the street.
- In this case, only 25% of building façade would be screened, screening has a function related to business use, and proposal adds vertical landscaping to otherwise basic grass lawn.
- ***ZBA agreed with reasoning, but conditioned approval on addition of “tiered” landscaping around Arborvitae screen to provide a planned landscape feature, rather than a simple screen of evergreens.***

Patio Posts and Terrace/Patio

- Consensus of ZBA that these requests met standards and are an appropriate improvement.

ZBA Deliberations

Side Yard Requests:

Bike Storage Canopy & Wooden Planters

- ZBA consensus on approval of the Bike Storage Canopy as a permitted obstruction and a Variation for wooden planters in Side Yard Setback
- ZBA questioned whether or not wooden planters are a structure in need of a Variation, but there was consensus to support Variation.

Vestibule

- Discussion about vestibule being minimum relief necessary to protect front door from weather elements, and provide visual marker of public entry
- ***Consensus of ZBA that Vestibule did not meet standards, but support for a canopy in its place. Approval of canopy conditioned on a plan detail to be provided for Village Board review.***

****There was no testimony from the public , nor comments received in writing.***

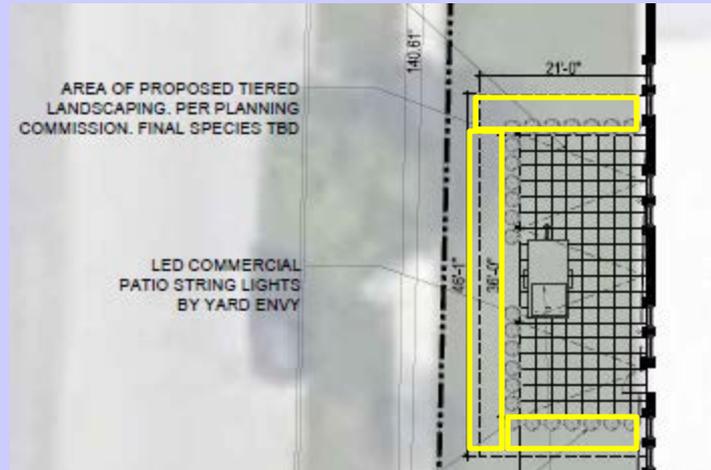
ZBA Recommendation

ZBA subsequently made two Recommendations:

Recommendation #1

By a unanimous 4-0 Vote, ZBA recommends Approval of:

- 1. Business operations outside of an enclosed building in MB District**
- 2. Terrace/Patio as a Permitted Obstruction in a Front Yard**
- 3. Wood Posts supporting decorative lights as a Permitted Obstruction in a Front Yard**
- 4. Natural Screening in a Front Yard in MB District**
 - a) Condition that an enlarged “tiered” landscape area be provided around Arborvitae screen
 - b) Petitioner requests that Landscape Plan detail be developed with staff as a condition of approval



ZBA Recommendation

Recommendation #2

By a unanimous 4-0 Vote, ZBA recommends Approval of:

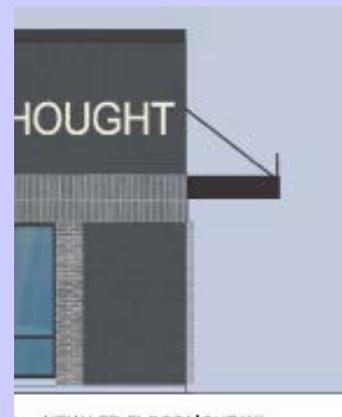
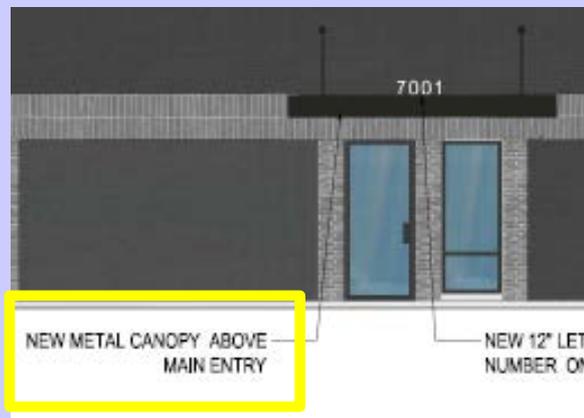
1. Bike Storage Canopy that projects greater than 25% into a Side Yard
2. Setback less than 10' for Wooden Planters in a Side Yard abutting a street.

By a unanimous 4-0 Vote, ZBA recommends Denial of:

1. Setback less than 10' for a Vestibule in a Side Yard abutting a street.

By a unanimous 4-0 Vote, ZBA recommends Approval of:

1. Setback less than 10' for a Canopy in a Side Yard abutting a street.



Action Requested of the Village Board

Approval of:

Ordinance Approving Variations from the Zoning Code to permit:

- 1. Natural Screening over 4' tall in a Front Yard Setback;*
- 2. Terrace/Patio and Decorative Wood Posts as Permitted Obstructions in a Front Yard Setback;*
- 3. Business Operations Outside of an Enclosed Building;*
- 4. Side Yard Setback less than Ten Feet (10') for Wooden Planters and a Front Door Canopy; and*
- 5. Bike Storage Canopy as a Permitted Obstruction in a Side Yard Setback.*

For the property at 7100 N. Ridgeway Avenue.

Request for Board Action

REFERRED TO BOARD: May 1, 2018

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of A) a Resolution Approving a Memorandum of Agreement with Rompsen Club Holdings, Inc. and B) an Ordinance Repealing Ordinance No. 2018-3321 Pertaining to the Former Purple Hotel Site Located at 4500-4560 W. Touhy Avenue and 7350 N. Lincoln Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since the former Hyatt Hotel closed in 2007, the Village has been working to achieve redevelopment of the former Purple Hotel site ("Site") at the corner of Lincoln and Touhy Avenues. Over the past few years, the Village has been dealing with two major issues with the site: trying to cause the property to be in compliance with all Village property maintenance codes while waiting for redevelopment to occur; and trying to work collaboratively with the property owners to achieve a comprehensive redevelopment of the site. In 2017, the Village successfully obtained court approval to enter the property to remove the code violations that exist and to make the site more aesthetically pleasing. Rompsen Club Holdings, Inc., ("Rompsen") the property owner, has requested that the Village not proceed with cleaning up the property since any work and expense incurred to clean it up and restore it to Village Code requirements would be undone when redevelopment occurs. Secondly, at its meeting of March 6, 2018 the Board adopted an Ordinance directing the Village Attorney and Village Manager to make a bona fide purchase offer for the property to Rompsen, with the intention of the Village purchasing the property and moving forward with choosing a development partner.

Subsequently, Tucker Development has entered into a contract with Rompsen for the purchase of the site. Richard Tucker appeared at the April 17 Committee of the Whole meeting to introduce himself and his development firm to the Village Board and expressed his desire to move forward as quickly as possible towards redevelopment of the property. Mr. Tucker expressed his desire to have the Village hold off on entering the property to bring the site up to Village Code requirements and he requested that the Village adopt an Ordinance repealing the previously approved Ordinance which directed the Village to move forward with possibly purchasing the property.

The Village Attorney has been in discussions with representatives from Rompsen and Tucker Development. They have developed a Memorandum of Agreement which outlines the terms of the Village temporarily holding off on code enforcement efforts in return for certain guarantees from Rompsen, and the Village Attorney has drafted an Ordinance which repeals the Ordinance directing staff to move forward with efforts to purchase the property. The goal of both these actions is to allow Tucker Development to move forward with development of the site without any impediments from the Village.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Memorandum of Agreement
3. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve A) a Resolution Approving a Memorandum of Agreement with Romspen Club Holdings, Inc. and B) an Ordinance Repealing Ordinance No. 2018-3321 Pertaining to the Former Purple Hotel Site Located at 4500-4560 W. Touhy Avenue and 7350 N. Lincoln Avenue.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
WITH ROMSPEN CLUB HOLDINGS, INC.,
CONCERNING THE FORMER PURPLE HOTEL SITE**

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, Romspen Club Holdings, Inc. ("**Romspen**") is the record title owner of those certain parcels of vacant real property located at 4500 West Touhy Avenue, 4560 West Touhy Avenue, and 7350 North Lincoln Avenue, all in the Village (collectively, the "**Subject Property**"); and

WHEREAS, over the past several years, the Village has pursued and encouraged redevelopment of the Subject Property through several different efforts, including, among other things: the approval of a redevelopment plan and project for possible tax increment financing, in 2011; the execution of two pre-development agreements for the Subject Property with the prior owner of the Subject Property, in 2012 and 2013; and the commissioning and adoption of a professional conceptual site plan for the development of the Subject Property ("**Conceptual Site Plan**"), in 2016 and 2017; and

WHEREAS, despite the Village's efforts, to date, the Subject Property has not been redeveloped, and remains vacant and blighted; and

WHEREAS, as adjudicated by the Circuit Court of Cook County in 2017, the Subject Property remains in violation of Sections 14-14-11-7, 14-14-11-7(A)(2), (A)(3), and (A)(8) of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), and Sections 302.2 and 302.5 of the 2009 International Property Maintenance Code ("**IPMC**"); and

WHEREAS, on March 6, 2018, the Village President and Board of Trustees adopted Ordinance No. 2018-3321, authorizing and directing the Village President, the Village Manager, and the Village Attorney to negotiate in good faith with, and to make a final bona fide offer to Romspen for the purchase of title to the Subject Property ("**Negotiations Ordinance**"); and

WHEREAS, the President and Board of Trustees also, by resolution duly adopted, authorized the Village Manager and the Village Attorney to take all necessary and practicable steps to enforce the Village Code and the IPMC against the Subject Property ("**Enforcement Resolution**"); and

WHEREAS, Romspen has entered into a Purchase and Sale Agreement with Tucker Development Group, Inc. ("**TDG**") for the sale by Romspen to TDG of the Subject Property ("**Purchase Agreement**"); and

WHEREAS, in order to facilitate the purchase and redevelopment of the Subject Property by TDG, Romspen has requested that the Village: (i) repeal the Negotiations Ordinance; and (ii) stay enforcement of the Village Code and the IPMC, as set forth in the Enforcement Resolution.

WHEREAS, the Village has agreed to repeal the Negotiations Ordinance and to stay enforcement of the Village Code and the IPMC as set forth in the Enforcement Resolution, but only upon the execution by Romspen of, and compliance by Romspen with, a Memorandum of Agreement concerning the maintenance and redevelopment of the Subject Property (*“Memorandum of Agreement”*)

WHEREAS, the Village President and Board of Trustees have determined that entering into a Memorandum of Agreement with Romspen will serve and be in the best interest of the Village and its residents;

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 MEMORANDUM OF AGREEMENT. The Memorandum of Agreement by and between the Village and Romspen is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village President and the Village Attorney.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2018.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

Exhibit A

Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN
THE VILLAGE OF LINCOLNWOOD
AND
ROMSPEN CLUB HOLDINGS INC.**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made as of the 1st day of May 2018 (*“Effective Date”*), between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (*“Village”*), and **ROMSPEN LINCOLNWOOD LLC**, an Illinois limited liability company (*“Romspen”*) (collectively, the Village and Romspen are the *“Parties”*).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this MOA, and pursuant to the Village’s home rule powers, the Parties hereto agree as follows:

SECTION 1. RECITALS.

A. Romspen, a wholly-owned subsidiary of Romspen Investment Corporation (*“Romspen Lender”*), is the current record title owner of those certain parcels of real property located at 4500 West Touhy Avenue, 4560 West Touhy Avenue, and 7350 North Lincoln Avenue, all in the Village (collectively, the *“Subject Property”*).

B. That portion of the Subject Property commonly known as 4500 West Touhy Avenue in the Village (*“Hotel Property”*) was formerly improved with, and used as, a hotel, restaurant and ancillary facilities, and was commonly known as the Purple Hotel (collectively, the *“Hotel Building”*). The Hotel Building was demolished in 2013.

C. Over the past several years, the Village has pursued and encouraged redevelopment of the Subject Property through several different efforts, including, among other things: the approval of a redevelopment plan and project for possible tax increment financing, in 2011; the execution of two pre-development agreements for the Subject Property with the prior owner of the Subject Property, in 2012 and 2013; and the commissioning and adoption of a professional conceptual site plan for the development of the Subject Property (*“Conceptual Site Plan”*), in 2016 and 2017.

D. Despite the Village’s efforts, to date, the Subject Property has not been redeveloped, and remains vacant.

E. On or about May 22, 2014, Romspen Lender made a loan to North Capital Group secured by a mortgage on the Subject Property; and on January 19, 2016, Romspen Lender filed an action to foreclose the mortgage.

F. On June 22, 2016, the Village filed a complaint against North Capital Group in the Circuit Court of Cook County, Chancery Division, Case No. 2016 CH 08370, seeking judgment for violations of Sections 14-14-11-7, 14-14-11-7(A)(2), (A)(3), and (A)(8) of the Village Code, and Sections 302.2 and 302.5 of the IPMC (*“2016 Lawsuit”*).

G. On May 24, 2017, the Circuit Court of Cook County entered an order in the 2016 Lawsuit, ruling that the Subject Property was in violation of Sections 14-14-11-7, 14-14-11-7(A)(2), (A)(3), and (A)(8) of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), and Sections 302.2 and 302.5 of the 2009 International Property Maintenance Code ("**IPMC**").

H. On June 29, 2017, the Circuit Court of Cook County entered an order in the 2016 Lawsuit: (i) awarding fines and damages in favor the Village in the amount of \$48,634.46; (ii) granting the Village the right to lien the Subject Property for any portion of said amount that was not paid within 30 days after the Court's ruling; and (iii) granting the Village the right, but not the obligation, to cure the violations on the Subject Property as set forth in the Court's June 29, 2017 order, including grass and weed removal, and to lien the Subject Property for all costs incurred by the Village in curing said violations.

I. Pursuant to the Court's June 29, 2017 order, the Village has filed three liens against the Subject Property to date, for fines and damages, and for costs incurred in curing some of the violations on the Subject Property, in the total amount of \$56,404.46 (collectively, the "**Existing Liens**").

J. On October 11, 2017, the Circuit Court of Cook County entered a judgment in Romspen Lender's mortgage foreclosure action, confirming a foreclosure sale, ordering issuance of a Sheriff's Deed to the Subject Property to Romspen Lender's subsidiary, and entering judgment against North Capital Group and Zvi Feiner, jointly and severally, in the amount of \$1,337,143.20 (the "**Judgment**").

K. On February 20, 2018, the Village President and Board of Trustees adopted a Resolution authorizing and directing the Village Manager and the Village Attorney to take all necessary and practicable steps to enforce the Village Code and the IPMC, and the Existing Liens, against the Subject Property ("**Enforcement Resolution**").

L. On March 6, 2018, the Village President and Board of Trustees adopted Ordinance No. 2018-3321, authorizing and directing the Village President, the Village Manager, and the Village Attorney to negotiate in good faith with, and to make a final bona fide offer to Rompsen for the purchase of title to the Subject Property ("**Negotiations Ordinance**").

M. On or about April 14, 2018, Romspen entered into a Purchase and Sale Agreement with Tucker Development Group, Inc. ("**TDG**") for the sale by Romspen to TDG of the Subject Property ("**Purchase Agreement**").

N. In order to facilitate the purchase and redevelopment of the Subject Property by TDG, Romspen has requested that the Village: (1) repeal the Negotiations Ordinance; and (2) stay enforcement of the Village Code and the IPMC, as set forth in the Enforcement Resolution.

O. The Village has agreed to repeal the Negotiations Ordinance and to stay enforcement of the Village Code and the IPMC as set forth in the Enforcement Resolution, but only upon the execution by Romspen of, and compliance by Romspen with, this MOA.

P. The Village and Romspen desire to enter into this MOA to set forth their respective rights and obligations concerning the maintenance and redevelopment of the Subject Property.

SECTION 2. VILLAGE AGREEMENT.

In consideration of the agreement by Romspen to perform and complete all of its obligations under this MOA, the Village agrees as follows:

A. **Repeal of Negotiations Ordinance.** The Village President and Board of Trustees will, immediately following the approval and execution of this MOA, adopt an ordinance repealing the Negotiations Ordinance.

B. Stay of Code Enforcement.

1. The Village will stay enforcement of the Village Code and the IPMC, as set forth in the Enforcement Resolution, from and after the Effective Date of this MOA through the closing of the Purchase Agreement, except as otherwise provided in this Section 2.B.

2. If the Purchase Agreement terminates prior to closing, the stay will continue for four months after the termination date, provided that Romspen notifies the Village of such termination within five business days after the termination date. If after such notice and within said four month period, Romspen enters into a new purchase and sale agreement with another credible developer comparable to TDG, the stay will continue in accordance with Section 2.B.

3. If TDG does not file its application with the Village for planned development approval by July 1, 2018, the Village may, upon 30 days' written notice to Romspen, terminate the stay, provided that if within such 30-day period, Romspen enters into a new purchase and sale agreement with another credible developer comparable to TDG, the stay will continue in accordance with Section 2.B. If TDG files its application by July 1, 2018, but does not thereafter diligently and in good faith pursue its application and proceed with the Village's land development process, the Village may, upon 30 days' written notice to Romspen, terminate the stay, provided that if within such 30-day period, TDG cures its failure to diligently and in good faith pursue its application and development process or Romspen enters into a new purchase and sale agreement with another credible developer comparable to TDG, the stay will continue in accordance with Section 2.B.

4. If Romspen enters into a new purchase and sale agreement in accordance with this Section 2.B, the milestone date of Section 2.B.3 shall be reset to a date 75 days after the execution of the new agreement.

SECTION 3. PROPERTY MAINTENANCE.

Conditioned upon the Village's repeal per Section 2.A and stay per Section 2.B, Romspen agrees, while it remains in title to the Subject Property, to provide, perform, and complete each of the following property maintenance actions on the Subject Property, all at its sole cost and expense and without any expectation of or right to reimbursement from the Village:

A. Fencing. Romspen will retain and maintain the existing fencing on the Subject Property. Specifically, and without limitation of the foregoing, the existing fencing must be maintained in a manner that prohibits cut-through vehicular traffic between Touhy Avenue and Lincoln Avenue.

B. Rodent and Pest Control. Romspen will present for approval and implement a plan, acceptable to the Village Manager, for the control of, and elimination from, rodents and other pests on the Subject Property.

C. Garbage and Refuse. Romspen will cause all garbage, debris, refuse, and weeds to be removed as needed from the exterior of the Subject Property as needed.

The Village will give Romspen notice of any breach or violation of the obligations of Section 3, specifying the nature of the breach or violation. Romspen shall thereafter have 30 days to cure such breach or violation. If Romspen shall fail to cure such violation, the Village by additional notice may terminate this MOA.

SECTION 4. VIOLATIONS OF VILLAGE CODE AND IPMC.

The Village and Romspen acknowledge and agree as follows:

A. Enforcement of 2017 Court Orders. As a result of the Judgment, the court orders entered in the 2016 Lawsuit, including the May 24, 2017, and June 29, 2017 orders, are not enforceable against Romspen or any of its successors or assigns in interest to the Subject Property; and the Existing Liens were foreclosed out.

B. Existing Violations. As of the Effective Date of this Agreement, the Subject Property remains in violation of Sections 14-14-11-7, 14-14-11-7(A)(2), (A)(3), and (A)(8) of the Village Code and Section 302.2 of the IPMC.

C. Future Enforcement. Upon termination of the stay of enforcement provided in Section 2.B of this MOA, the Village will have the right to enforce the Village Code and the IPMC against Romspen or any of its successors or assigns in interest to the Subject Property, and may seek any and all remedies available by law for any violations of the Village Code and the IPMC.

SECTION 5. PAYMENT OF VILLAGE EXPENSES.

If and as collected, Romspen agrees to pay the Village 25% of any proceeds that Romspen collects on the Judgment, less attorneys' fees incurred in such collection efforts, up to a maximum of \$60,000.

SECTION 6. NO CLAIM AGAINST THE VILLAGE.

Romspen acknowledges and agrees that neither the adoption nor the repeal of the Negotiations Ordinance gives rise to a cause of action or a claim of any kind by Romspen against the Village.

SECTION 7. TERM.

This MOA shall terminate on the date on which TDG, or an affiliate thereof, acquires fee simple title to all of the Subject Property; or on which Romspen transfers ownership of all or any portion of the Subject Property to an unrelated third party in which neither Romspen nor TDG, nor their principals, have any financial interest.

SECTION 8. ENFORCEMENT.

A. General. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this MOA. Subject to Section 8.B, Romspen agrees that it will not seek monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this MOA. Village agrees that any monetary remedy will be limited to Romspen and its property, and the Village will not seek monetary damages against any of Romspen's employees, agents, representatives, engineers or attorneys on account of the negotiation, execution or breach of any of the terms and conditions of this MOA.

B. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

SECTION 9. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this MOA shall be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 9.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
United States of America
Attention: Village Manager

with a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
United States of America
Attention: Steven M. Elrod, Village Attorney

If to Romspen: Romspen Lincolnwood LLC.
162 Cumberland Street, Suite 300
Toronto, Ontario M5R 2N5
Canada
Attention: Mary Gianfriddo

With a copy to: Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
United States of America
Attention: Timothy J. Patenode

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this MOA.

C. Governing Law. This MOA shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

D. Entire MOA. This MOA constitutes the entire agreement between the Parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this MOA.

E. Interpretation. This MOA shall be construed without regard to the identity of the party who drafted the various provisions of this MOA. Each provision of this MOA shall be construed as though all parties to this MOA participated equally in the drafting of this MOA. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this MOA.

F. Amendments and Modifications. No amendment or modification to this MOA shall be effective unless and until it is reduced to writing and approved and executed by the Parties in accordance with all applicable statutory procedures. Notwithstanding the foregoing, whenever in this MOA provision is made for the grant of a discretionary approval by the Village Board, such approval may be granted by the Village Board without amendment to this MOA.

G. No Third Party Beneficiaries. No claim as a third party beneficiary under this MOA by any person, firm, or corporation shall be made, or be valid, against the Village or Romspen.

H. Counterparts. This MOA may be executed in counterpart pdfs, each of which shall constitute an original document and together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

Beryl Herman, Village Clerk

By: _____
Timothy Wiberg
Its: Village Manager

ATTEST:

ROMSPEN LINCOLNWOOD LLC,
an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-_____

AN ORDINANCE REPEALING ORDINANCE NO. 2018-3321

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2018.

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 _____, 2018

Village Clerk

ORDINANCE NO. 2018-_____

AN ORDINANCE REPEALING ORDINANCE NO. 2018-3321

WHEREAS, the Village of Lincolnwood is an Illinois home rule municipal corporation; and

WHEREAS, the property located at 4500 West Touhy Avenue in the Village ("**Hotel Property**") was formerly improved with, and used as, a hotel, restaurant and ancillary facilities, and was commonly known as the Purple Hotel (collectively, the "**Hotel Building**"); and

WHEREAS, the Hotel Property has remained vacant since the 2013 demolition of the Hotel Building; and

WHEREAS, the properties located at 7350 North Lincoln Avenue and at 4560 West Touhy Avenue, both in the Village (collectively, the "**Adjacent Properties**"), are adjacent to the Hotel Property, and are also vacant; and

WHEREAS, the Village desires that the Hotel Property and the Adjacent Properties (collectively, the "**Subject Property**") be redeveloped; and

WHEREAS, in 2011 and 2014, following extensive studies, public hearings, and meetings of a joint review board, the Village President and the Board of Trustees of the Village adopted three ordinances approving a redevelopment plan and project for possible tax increment financing to support the redevelopment of the Subject Property and other nearby properties; and

WHEREAS, despite the Village's efforts, its extensive study of the Lincoln-Touhy Redevelopment Project Area, and its adoption of a Conceptual Site Plan, to date, the Subject Property has not been redeveloped and remains vacant and blighted; and

WHEREAS, on March 6, 2018, the Village President and Board of Trustees adopted Ordinance No. 2018 -3321, authorizing and directing the Village President, the Village Manager, and the Village Attorney to negotiate in good faith with, and to make a final bona fide offer to the owner of the Subject Property for the purchase of title to the Subject Property; and

WHEREAS, since the adoption of Ordinance No. 2018 -3321, the Village has engaged in discussions with Romspen Club Holdings, Inc. ("**Romspen**"), the current owner of the Subject Property, concerning various alternatives for the redevelopment of the Subject Property without the necessity for the purchase of the title thereto by the Village; and

WHEREAS, since the adoption of Ordinance No. 2018 -3321, the Village, at the request of Romspen and of its prior and current contract purchasers, has invited and scheduled public presentations by the both the prior and the current contract purchasers, concerning the possible redevelopment of the Subject Property without the necessity for the purchase of the title thereto by the Village; and

WHEREAS, in order to facilitate the purchase and redevelopment of the Subject Property by Romspen's current contract purchaser, Tucker Development Group ("**TDG**"), Romspen and TDG have both requested that the Village repeal Ordinance No. 2018 -3321; and

WHEREAS, the Village has agreed to repeal Ordinance No. 2018-3321, in accordance with a Memorandum of Agreement between the Village and Romspen dated May 1, 2018, pursuant to which the Village and Romspen have set forth their respective rights and responsibilities concerning the maintenance and redevelopment of the Subject Property; 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 repeal Ordinance No. 2018 - 3321;

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. REPEALER. Ordinance No. 2018 -3321 shall be and is hereby repealed in its entirety, and is of no further force or effect.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of May, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of May, 2018.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

Request For Board Action

REFERRED TO BOARD: May 1, 2018

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Finance

SUBJECT: Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2018 to April 30, 2019

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Due for consideration by the Village Board is the recommendation to adopt the Village Manager Proposed Operating Budget for the Fiscal Year (FY) 2018-2019. The Village Board convened a Committee of the Whole Budget Workshop on February 13, 2018 and a Public Meeting on April 17, 2018 to plan and discuss the proposed FY 2018-2019 Operating Budget. The Village Board Finance Committee also met on April 5, 2018 to review and discuss the proposed FY 2018-2019 Operating Budget. The proposed operating budget has also been on public display at Village Hall since April 4, 2018 and on the Village website.

The total proposed FY 2018-2019 Budget of \$41,940,137 is approximately 21% greater than the adopted FY 2017-2018 budget totaling \$34,688,373 for an increase of \$7,251,764 in expenditures. This is mainly attributed to the increase in capital expenditures regarding the construction of a new water transmission line for the delivering of potable water from the Village's new water supplier and the construction of an outflow sewer for storm water management.

The proposed FY 2018-2019 General Fund Budget totals \$22,152,101 as compared to \$21,408,991 for the FY 2017-2018. The increase in expenditures is approximately 3.5% greater in the proposed budget for FY 2018-2019 as compared to the FY 2017-2018 budget. This is mainly attributed of the one-time capital expenditure for the StarCom fire radio system, increased police pension costs, planned vehicle replacements and building maintenance expenditures.

FINANCIAL IMPACT:

The Operating Budget represents the Village Board's authorized expenditures of the Village for the Fiscal Year May 1, 2018 to April 30, 2019.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Fiscal Year 2018-2019 Budget Message

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the adoption of the Fiscal Year May 1, 2018 to April 30, 2019 Operating Budget.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION APPROVING THE ANNUAL BUDGET OF THE
VILLAGE OF LINCOLNWOOD, ILLINOIS, FOR THE FISCAL YEAR
BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019**

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

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

WHEREAS, the Village Manager has proposed to the corporate authorities a proposed operating budget of \$41,940,137 for the Village's fiscal year commencing May 1, 2018, and ending April 30, 2019 ("**2019 Budget**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to approve the 2019 Budget;

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

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

SECTION 2. APPROVAL OF BUDGET. The President and Board of Trustees hereby approve the 2019 Budget in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 1st day of May, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 1st day of May, 2018.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of May, 2018

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

EXHIBIT A

2019 BUDGET

VILLAGE PRESIDENT
Barry I. Bass

VILLAGE CLERK
Beryl Herman

VILLAGE MANAGER
Timothy C. Wiberg



TRUSTEES
Ronald S. Cope
Jean Ikezoe-Halevi
Georjean Hlepas Nickell
Jesal B. Patel, Sr.
Jennifer G. Spino
Renan I. Sugarman

May 1, 2018

TO: President Bass and Members of the Village Board

SUBJECT: Proposed Budget for Fiscal Year 2018/19 (Fiscal 2019)

On behalf of the Village staff, I am pleased to present the proposed Village of Lincolnwood Fiscal 2019 budget. The proposed budget maintains the quality of services our residents have come to expect and reflects the general priorities and policy direction provided by the Village Board at the February 13, 2018 Budget Workshop. On January 17, 2017 the Village Board adopted the 2017– 2019 Strategic Planning Report. The approved initiatives were used as a guide in developing the Fiscal 2019 budget. The Village Board’s Finance Committee met on April 5, 2018 to review the budget document in detail and a public meeting presenting the final draft budget document to the Village Board will be held on April 17, 2018.

The total budget proposed for Fiscal 2019 is \$41,940,137. This represents an increase of 20.9% from last year’s budget. The General Fund operating budget is \$22,152,101, which amounts to an increase of 3.5% over last year’s adopted budget. It is balanced through the use of excess fund balance reserves, which will be utilized for specific, one-time capital improvements. Many of the significant planned expenses include: a State of Illinois unfunded mandate to upgrade the Fire Department’s radio system, furnishings for a new ambulance sub-station at The Carrington, a new senior living facility, replacement of playground equipment at Proesel Park as well as three tractor replacements in the Public Works Department and two squad car replacements in the Police Department. Finally, roof replacements will occur at the Village’s Community Center and water pumping station.

The budget continues the Village’s conservative approach to fiscal management and its emphasis on limiting negative impacts to taxpayers. The Village has a self-imposed cap on the annual increase in the property tax levy. The Village does not increase the annual property tax levy in excess of the State consumer price index increase, as of the prior December. The 2017 property tax increase is 2.1%.

The February 2017 Moody’s Report noted that the financial position of the Village remains very healthy. It references factors such as the Village’s fund balance of 54.4% of annual expenditures and the Village’s overall debt burden is small and in line with the assigned rating of Aa1 (just below the highest rating of Aaa).



TREE CITY USA



Fiscal 2018 Review

The Fiscal Year 2018 adopted budget for the General Fund was \$21,408,991 with projected revenues of \$20,688,569. End of year projections indicate a net decrease to the fund balance of \$1,501,615 after transfers. The Fiscal Year 2018 budgeted deficit is attributed to the following items:

- Increase in Police pension contribution- \$200,000
- Police StarCom radio replacements- \$230,000
- Touhy Pedestrian/Bicycle Overpass Construction- \$581,000
- Lincoln Avenue Median Construction- \$466,250

Items of Note in Fiscal 2018

Capital Improvements

- Began construction of a pedestrian/bicycle overpass bridge over Touhy Avenue on the Valley Line Trail bike path. Construction will be complete in the summer of 2018, 80% of which will be funded through a Congestion Mitigation Air Quality Grant.
- Completed construction of the Lincoln Avenue median beautification project.
- Completed construction of a trailhead public parking lot within the Northeast Industrial Business District.
- Began Phase II engineering of the Devon Avenue streetscape project.
- Completed LED street light retrofits on Northeast Parkway.
- Began construction to expand the Public Works yard.

Planning & Development

- Welcomed Stefani's Osteria and Bar at the former Kow Kow site and The Carrington Senior Housing facility at the former Bell and Howell site.
- Began the process of amending the Zoning Code to include more business-friendly requirements. Proposed amendments include: expanding the list of permissible uses in commercial zoning districts as well as updating the Village's sign code.
- Developed a Business Connections Newsletter which is included in each edition of the Village's bi-monthly newsletter.
- Created an online interactive map for developments in the Village that are under review.
- Amended the Village Code to provide a process to suspend a contractor's license if they are involved in repeated and/or significant violations of the Village's Building Code.

Fiscal Management

- Received the distinguished budget presentation and excellence in financial reporting award from the Government Finance Officers Association.
- Updated the Village's business and vehicle license software to provide businesses and residents with the ability to renew their business licenses and vehicle stickers online.
- Made the final debt payment on the Village's General Obligation Bonds. The Village has no outstanding GO bonds as of April 30, 2018.

Administration

- Expanded the use of social media by adding LinkedIn to the Village’s social media platform.
- Implemented a bi-weekly e-newsletter.
- Developed a series of public service announcements that are promoted through social media and the Village’s website.
- Conducted a citizen survey.

Fiscal 2019 Key Issues

The Fiscal 2019 budget represents the Village’s plan for expected expenditures over the coming year and identifies the means by which those expenditures will be funded. The budget has been prepared, as in past years, in conjunction with the goals that were established in the Village’s Strategic Plan. On January 17, 2017 the Village Board adopted a new strategic plan for years 2017-2019. The report identifies the strengths and weaknesses of the Village as well as opportunities to improve Village life for residents and businesses.

Provided below are the goals stated in the strategic plan and a summary of how the Fiscal 2019 budget will help achieve these goals:

Goal	Summary of Actions
Development Achievements	
A. Continue Development of the “Purple Hotel” Site with Newly Named “Purple Hotel” Site, Identify Developer, Approve Site Plans, Ensure Project Financing, and Begin Site Construction	<i>On March 6, 2018 the Village Board approved an Ordinance that authorizes the Village to negotiate and make a bona fide offer for the former Purple Hotel site. The current contract purchaser continues to present information to the Village Board as it becomes available.</i>
B. Facilitate Cicero Avenue Hotel Development	<i>The Cicero Avenue hotel development application was withdrawn by the developer and is no longer under consideration.</i>
C. Create a North Lincolnwood Development Plan	<i>The Village has selected a consultant through a formal Request for Proposal process. Initial concepts have been reviewed for the site. Further work on this project will occur once a developer has been selected for the former Purple Hotel site.</i>
D. Develop the Following Sites: Brickyard Bank Property, Republic Bank Drive Through Site and Touhy Avenue Corridor	<p><u><i>Brickyard Bank Property</i></u> <i>The property is not currently for sale. If the site becomes available the Village will work with potential developers on redevelopment of the property.</i></p> <p><u><i>Republic Bank Drive Through</i></u> <i>A new multi-tenant commercial center has received zoning approval, and is anticipated to begin construction in late spring 2018.</i></p> <p><u><i>Touhy Avenue Corridor</i></u> <i>There are several properties for sale with the potential for redevelopment. These currently include: 3757 W. Touhy Avenue and the former Purple Hotel site. Substantial redevelopment is anticipated at the recently sold 4656 W. Touhy Avenue property.</i></p>

E. Attract a Grocery Store to Lincolnwood	<i>The preferred site for a potential grocery store is the former Purple Hotel site. The Village is awaiting concept plans from the approved developer of this property before proceeding. The Village has also encouraged such a use at the former Dominick's property, with no interest expressed by grocers to date.</i>
Create a Marketing Package that will include identification of development sites and desired uses	<i>Staff is working in conjunction with the Economic Development Commission (EDC) to determine the sites, methods and message for marketing key properties in the Village.</i>
Finalize a New Water Supplier	<i>Staff is finalizing a water supply agreement with The City of Evanston. Funds have been included in the Fiscal 2019 Water and Sewer Fund to design and start construction on the infrastructure necessary to connect to the City of Evanston, with an anticipated connection by the end of calendar year 2019.</i>
Complete Stormwater Pilot Project and Determine "Next Steps" Plan/Actions	<i>A pilot street storage project was constructed during the fall of 2017. During Fiscal 2018 data was collected to measure the effectiveness of the pilot area improvements. During Fiscal 2019 funds have been allocated to design Stage II of street storage and complete the design and construction of a stormwater only outfall into the Northshore Channel.</i>
Define a Baseline for O'Hare Noise and Show Measured Progress on Noise Abatement	<i>During the spring of 2017 a temporary noise monitor was installed at Village Hall to capture data regarding noise ranges within the Village. The noise range did not rise to the level that would allow the Village to be eligible for grant funding for noise mitigation. Village staff continues to attend O'Hare Noise Compatibility Commission meetings.</i>
Develop a Village Mobile App Creating the Means for Mobile Citizen Communication, Feedback and Service Fulfillment	<i>The Village's mobile app continues to be utilized by the public at a high rate. Over 400 users have downloaded the application. During Fiscal 2019 staff will continue to promote the use of the mobile app as well as look at ways to expand functionality within the app.</i>
Complete Bicycle Path Connections	<i>During the fall of 2017 the Valley Line Trail on the west side of the Village and the Former Union Pacific Railroad Trail on the east side of the Village opened for use. During Fiscal 2018 construction of the overpass bridge for the Valley Line Trail began to provide safe passage for pedestrians and cyclists over Touhy Avenue. Construction will be completed during the summer of 2018.</i>
Complete 9-1-1 Shared Dispatch Service Center	<i>As of March 1, 2017 Police Dispatch services for the Village of Lincolnwood were transferred to the Village of Skokie. Fire dispatch services were reassigned as of April 24, 2017. During Fiscal 2018 the Police Department updated the public safety radio system to StarCom, this update was required by the Federal Commerce Commission. Funds for the updated Fire radio system are included within the Fiscal 2019 budget.</i>
Develop a Public Transportation Plan along Devon Avenue	<i>The Village has an Ad-Hoc Mass Transit Committee comprised of residents to lobby and promote a route along Devon Avenue to connect to mass transit in Edgebrook. During 2017, the Village joined with neighboring elected officials to lobby the CTA and Pace to improve mass transit for the region. In early 2018, the Village was notified that Pace is planning to implement a new route along Crawford Avenue connecting residents more directly to Skokie. It is anticipated that these changes will be brought forward in the form of a Public Hearing from Pace in 2018 or early 2019.</i>

Fiscal 2019 Proposed Budget Overview

At the February 13, 2018 Budget Workshop staff presented a preliminary balanced budget that will require the use of General Fund excess reserves. The resulting fund balance will remain in excess of the maximum required in the Village's Financial Policies.

Major General Fund capital expenditures discussed at the Budget Workshop include:

Item	Budgeted Amount
Replacement of two Police squad cars	\$75,000
Furnishing of new ambulance sub-station at The Carrington	\$25,000
Fire StarCom radio replacement – Unfunded mandate	\$195,200
Replacement of playground equipment-Proesel Park	\$215,000
Replacements of two Public Works trucks	\$73,200
Replacement of one Public Works tractor	\$96,900
Replacement of Community Center Roof	\$150,000
Total	\$715,300

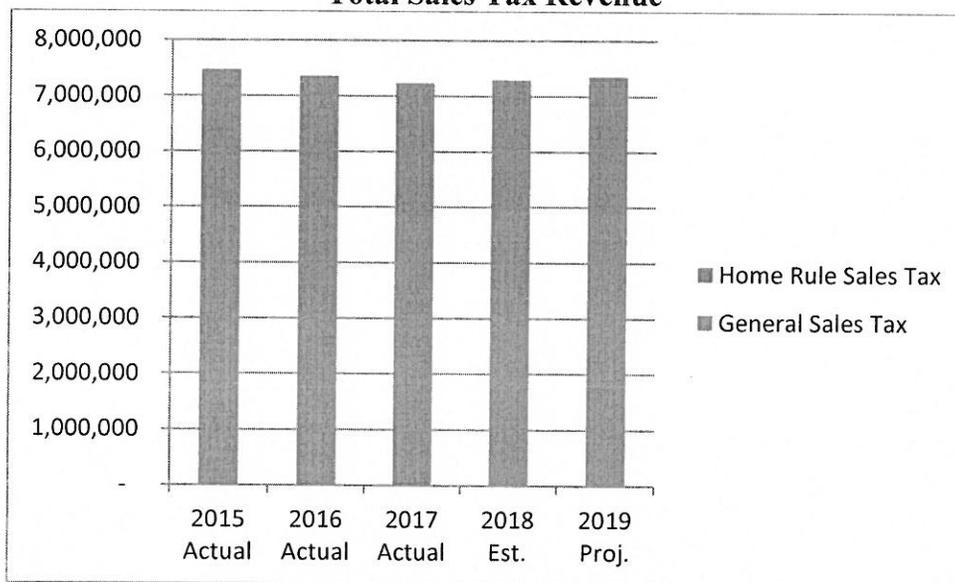
The proposed total budget is summarized below. Per accepted governmental financial standards, the Village's finances are divided into several funds. Each fund must be accounted for separately, meaning each has its own budgeted expenditures which are offset by corresponding revenues. In general, resources in one fund cannot be allocated to cover shortfalls in another fund. The General Fund is the largest fund and includes the expenditures necessary to support the general operations of the Village including Police and Fire protection, snow removal, refuse collection, etc. This fund supports virtually all personnel expenses.

	FY17/18	FY18/19	% Change
All Funds	\$34,688,373	\$41,940,137	20.9%
General Fund	\$21,408,991	\$22,152,101	3.5%

The total budget has an increase of 20.9%. This is mainly due to the construction of a new water transmission line for the Village's new potable water supplier. The budget for the General Fund increased by 3.5% from the previous year, this is largely the result of the one-time capital expenditures for the StarCom Fire radio system, increased Police pension costs and planned vehicle replacements. Fiscal 2019 highlights include:

- Sales Tax – Total sales tax revenue, including State and Home Rule sales tax is budgeted for \$7,350,000. Sales tax receipts have decreased from the prior year's budget. The chart below describes the trend in total sales tax revenue over the past five years.

Total Sales Tax Revenue



	Actual 4/30/2015	Actual 4/30/2016	Actual 4/30/2017	Estimated 4/30/2018	Projected 4/30/2019
Home Rule Sales Tax	2,408,004	2,374,826	2,392,230	2,322,128	2,471,700
General Sales Tax	5,054,179	4,976,541	4,839,777	4,962,964	4,878,300
Total	7,462,183	7,351,367	7,232,007	7,285,092	7,350,000

- Refuse – The Village expenditures related to refuse, recycling, and yard waste collections are accounted for in the General Fund. The total budget for this expense is \$1,102,000. Funding for refuse collection is paid through the use of property tax revenues. Of the total amount, \$883,000 is paid to Groot Industries, Inc. for refuse collection and \$219,000 is paid to the Solid Waste Agency of Northern Cook County (SWANCC) for landfill deposits.
- Personnel Costs – Personnel costs in Fiscal 2019 are budgeted to be \$ 13,328,727. There is a 2% cost of living wage increase for non-union employees and a contractually-obligated wage increase of 2.5% for the Fraternal Order of Police Patrol Union. The wage increase for the Public Works Teamsters Union will be determined by contract negotiations that will be completed in Fiscal 2019.
- Police Pension Funding – The Police Pension Fund is currently 43.7% funded. Funding for the Village’s Pension fund obligations is derived from two sources: the

General Fund provides the annual actuarially required pension obligation; and approximately \$280,000 of additional funding is deposited into the Police Pension Fund from a \$0.02 per gallon Gasoline Tax. In addition, beginning in Fiscal 2019 an additional \$220,000 per year will be deposited into the Police Pension Fund.

Capital Projects

The Fiscal 2019 budget includes the following capital improvement projects:

Playground Equipment

- \$215,000 to update the playground equipment at Proesel Park as part of the Village's capital equipment playground renovation plan. Proesel Park is programmed for replacement in FY 18/19. The existing equipment is over twenty years old and has a variety of surface hazards as well as aging equipment that is need of repair. This project will be funded through the General Fund.

Water and Sewer Fund Projects

- \$460,000 to complete the design and provide construction oversight of a relief sewer outlet to the North Shore Channel. The relief sewer was originally recommended by the Ad Hoc Sewer Committee as the second highest priority project, behind street storage within the Village's Stormwater Management Plan. This project is Phase II of the pilot surface storage project that was completed during Fiscal 2017. A grant application has been submitted to the Metropolitan Water Reclamation District to obtain funding for construction of the outfall. If the Village receives this grant, construction will take place in FY2019 at the estimated cost of \$2,950,000. Secondly, \$400,000 is included in the budget to complete the design of a potable water transmission main to connect the Village to the City of Evanston for potable water supply and \$300,000 is included to begin construction of the main. The water transmission main construction should start in the Spring of 2019. \$3 million dollars is budgeted in FY2019 for the start of construction which will be finished in FY2020. Third, \$300,000 is allocated to design Stage II of the Village's storm water street storage program. The Village's water pumping station has original pumps that have reached their end of life. The Fiscal 2019 budget includes \$106,000 to replace the second of five pumps that are in need of replacement. A pump was previously replaced during FY 2018. Finally, \$25,000 is included to replace the roof on the Village's potable water pump house. These projects will be funded through the Water and Sewer Fund.

Devon Avenue Streetscape Project

- \$304,000 has been budgeted for Phase II engineering to provide streetscape improvements along Devon Avenue in the Devon-Lincoln TIF District. These improvements are intended to provide a more attractive corridor that will entice business and development to a corridor with retail vacancies and declining property values.

LED Street light Retrofit

- \$59,900 is budgeted to retrofit the existing street lights on McCormick Blvd from metal halide bulbs to LED bulbs. This will reduce energy and maintenance costs. This will be funded through the Northeast Industrial Tax Increment Financing District Fund.

Public Works Yard Expansion

- \$1,620,000 is allocated to expand the yard at the Public Works Department to provide permanent material storage bins, increase the area for equipment and vehicle storage and install an ornamental fence around the Village's water tower to improve aesthetics and safety. This will be funded through the Northeast Industrial Tax Increment Financing Fund.

Street light Installation

- \$1,106,450 to install street lights on Devon Avenue (Longmeadow Avenue to Lincoln Avenue). \$230,000 will be funded through the Devon Lincoln Tax Increment Financing District and \$876,450 through the Motor Fuel Tax Fund.

Adherence to Financial Policies

The budget complies with the Village's Financial Policies. Please find below a summary of the significant policies governing the preparation of the annual budget:

- The Fiscal 2019 total budget is balanced. The General Fund operating budget is balanced with the use of excess fund reserves in accordance with Village Financial Policies.
- The General Fund (GF) unreserved fund balance is maintained between 25% and 35% of annual GF revenue, thus providing a significant cash flow in the event of an unforeseen emergency or unexpected revenue downturn. Any excess above the target amounts are available to fund various capital projects.
- There is a 2.1% property tax levy increase included in the Fiscal 2019 budget. This is in accordance with the Village's financial policy to limit the property tax levy increase to the annual Cook County consumer price index (the same limit for Non-Home Rule communities).
- The General Fund's support of the Parks and Recreation Department is limited to \$1,000,000, which represents approximately 50% of the total department budget. The remaining revenue for the department is derived from program fees.
- Per the Village's Financial Policies, debt financing has been used only to fund major capital projects and not for operational expenses. The Village currently has no outstanding General Obligation Bonds as of May 1, 2018. The Village is anticipating the issuance of General Obligation Bonds during the year to fund the construction of a new water transmission main from the Village's new potable water supplier.

Financial Condition of the Village

The Village's financial position is very strong with a continued bond rating of Aa1. As of the end of Fiscal 2018 the Village's General Fund is debt free. The only remaining debt is an interest-free loan owed to the State of Illinois for the replacement of the Village's Fire Truck which was replaced seven years ago. The most recent Moody's Report notes that the Village's ability to generate balanced financial operations exhibits sound financial management despite the fact that several tax base values generally fell. The Village ensures that its annual required pension contributions are met, and Village facilities and equipment are appropriately maintained.

Conclusion

The preparation of the Fiscal 2019 budget could not have been achieved without the hard work and assistance of staff throughout the organization. I would like to thank the Department Directors for their diligent work to prepare departmental budgets that met the Village's financial goals while maintaining and improving its core service mission. The President and Village Board continue to provide stable and visionary leadership that have ultimately resulted in this year's accomplishments. Finally, particular thanks are extended to Finance Director Robert Merkel and the Finance Department. They are responsible for overseeing the budget preparation process and attending to the task of ensuring all the data is properly represented and accounted for.

Respectfully Submitted,



Timothy C. Wiberg
Village Manager

Request For Board Action

REFERRED TO BOARD: May 1, 2018

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of a Resolution Establishing Certain Annual Fees to be Charged by the Village During Fiscal Year 2018-2019

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Each year the Village adopts a Fee Resolution which establishes all of the fees and fines referenced in the Village Code for the new fiscal year. The Village maintains a practice of adopting the annual Fee Resolution immediately following approval of the budget for the new fiscal year. During the FY 2018/2019 Budget Workshop, staff presented the following modifications to the fee schedule:

- Implementing an administrative towing fee of \$500 for charges associated with driving under the influence ("DUI")
- Adjustment of the vehicle sticker license fee by \$10 per vehicle type
- Adjustment of ambulance fees by \$100/fee type (residents continue to pay no out-of-pocket expense)

The recommended fee modifications were approved at the April 3, 2018 Village Board meeting. The attached Resolution for consideration establishes the annual fees for the Fiscal Year 2018-2019.

FINANCIAL IMPACT:

An anticipated additional \$85,000 annually in vehicle sticker license sales and \$20,000 annually in administrative towing fees, this revenue will be used to assist with funding the additional contribution to the Police Pension Fund that the Village Board authorized in 2017.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Fiscal Year 2018-2019 Annual Fee Schedule

RECOMMENDED MOTION:

Move to approve a Resolution establishing certain annual fees to be charged by the Village for the period of May 1, 2018 through April 30, 2019.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION ESTABLISHING CERTAIN ANNUAL FEES
TO BE CHARGED BY THE VILLAGE OF LINCOLNWOOD
FOR THE PERIOD OF MAY 1, 2018 THROUGH APRIL 30, 2019**

WHEREAS, the Village President and Board of Trustees have determined that, for administrative and ease of reference purposes, it is appropriate to adopt an Annual Fee Resolution, which provides a schedule of certain Village fees, charges and fines for the fiscal year beginning May 1, 2018, and ending April 30, 2019; and

WHEREAS, the President and Board of Trustees have determined that adoption of this Resolution will serve and be in the best interest of the Village of Lincolnwood;

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

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

SECTION 2. ADOPTION. The fees, charges, and rates contained in the Annual Fee Resolution's fee schedule for the period of May 1, 2018 through April 30, 2019, attached as **Exhibit A** to this Resolution, are hereby adopted pursuant to and in accordance with Section 1-1-12 of the "Municipal Code of Lincolnwood," as amended.

SECTION 3. APPLICABILITY. Each fee, charge, rate or regulatory measure set forth in this Resolution applies to the provisions of the corresponding section of the "Municipal Code of Lincolnwood," as amended, "The Village of Lincolnwood Zoning Ordinance", as amended, or other ordinances in which reference is made to the "Annual Fee Resolution," a "resolution of the Village Board of Trustees," a "resolution adopted by the Village Board of Trustees," or that "a fee schedule has been established by resolution." This Resolution does not and will not apply to, or have any effect on, any fee, charge, rate, or regulatory measure or any other amount for which there is not express reference to the "Annual Fee Resolution," to a "resolution of the Village Board of Trustees," to a "resolution adopted by the Village Board of Trustees," or that "a fee schedule has been established by resolution."

SECTION 4. FUTURE AMENDMENTS. It is intended that the fees, charges, rates and regulatory measures set forth in this Resolution will be reviewed periodically by the President and Village Board of Trustees. Accordingly, some or all of the provisions of this Resolution may be amended from time to time. Each provision of this Resolution will remain in full force and effect unless otherwise expressly provided or expressly amended by subsequent ordinance or resolution, in which case the amended provision will be immediately effective.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, approval, and publication in the manner provided by law; provided, however, that the effective date shall not occur prior to May 1, 2018.

PASSED this ___ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2018.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

#10781976_v6

Exhibit A
Fee Schedule

FEES

A25 Attachment 1

Village of Lincolnwood

Exhibit A

Fee Schedule

[Adopted pursuant to Res. No. R2018-___, effective 5-1-2018]

Code Section	Subject	Fee/Fine
Chapter 1, General Provisions		
1-2-3	Private use of Village Seal	Not to exceed \$2,500
1-3-3	Copies of public records	Pursuant to FOIA rules
1-3-5	Failure to disclose use of records for commercial purposes	Not to exceed \$2,500
1-3-7	Custody of combination and access to vault	Not to exceed \$2,500
1-4-10(B)	Violation of Ethics Article	Not to exceed \$2,500
1-4-12	Violations of Ethics Article	Not to exceed \$2,500
Chapter 4, Departments, Officials and Employees		
4-1-8	Failure to deliver records upon termination of term or employment	Not to exceed \$2,500
4-1-13	Misconduct of officer	Not to exceed \$2,500
4-6-2(C)	Employment application fee for nonexempt position within Police Department	\$25
4-6-9	Records retrieval for expungement and sealing of Police Department records	\$50
Chapter 5, Public Safety		
5-2-3	Alarm user fee	
5-2-3(A)	Initial fee	\$25
5-2-3(A)	Renewal fee	\$25
5-2-3(E)	Late renewal fee	\$30
5-2-5(A)(1)	False alarms	
	1 st through 3 rd false alarm within a calendar year	No charge
	4 th through 6 th false alarm within a calendar year	\$50 per false alarm
	7 th through 9 th false alarm within a calendar year	\$75 per false alarm
	Each false alarm in excess of 9 per calendar year	\$250 per false alarm
5-2-6	Direct alarm connection to Police Department	
5-2-6(C)	Initial connection fee	As determined by current agreement
5-2-6(D)	Monthly maintenance fee	As determined by current agreement

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
5-2-11(C)	Reinstatement of alarm user permit after revocation	\$100
5-2-13	Violation of Ch. 5, Art. 2, Alarm Systems	Not to exceed \$2,500
5-2-14	Fire alarm connection or monitoring fees	
5-2-14(A)	Connection fee	\$150
5-2-14(A)	Monitoring fee	\$80 per month
5-2-14(A)	Disconnection Fee	\$89
5-2-14(B)	Radio replacement fee	\$1,000
5-3-1	Ambulance user fee	
	Nonresident rates	
	Basic life support ambulance transport fee	\$1,100
	Advanced Life Support I ambulance transport fee	\$1,300
	Advance Life Support II ambulance transport fee	\$1,500
	Mileage transport fee, per mile	\$25
	Resident rates	
	Basic life support ambulance transport fee	\$750
	Advanced Life Support I ambulance transport fee	\$950
	Advance Life Support II ambulance transport fee	\$1,150
	Mileage transport fee, per mile	\$20
5-5-7(A) and (B)	Release or threatened release of a hazardous material	Abatement costs incurred and a fine not to exceed \$2,500
5-5-7(B)	Release or threatened release of a hazardous material due to misconduct or negligence; evasion of responsibility for release or threatened release	Abatement costs incurred and a fine not to exceed \$2,500
5-5-7(C)	Removal or remedial action	Abatement costs incurred and a fine not to exceed \$2,500
5-6-7	Violation of Ch. 5, Art. 6, States of Emergencies	Not less than \$100 nor more than \$500 for each offense
5-7-6	Fireworks	
	Permit	\$50
	Indemnity bond	\$100,000
Chapter 6, Public Parks, Ways and Properties		
6-1-1	Sidewalk construction:	
	Permit fee	\$100
	Deposit requirements	\$1,000
6-1-8(B)(1)(F)	Public way outdoor seating license	\$100
6-2-4	Construction in Village rights-of-way	

FEES

Code Section	Subject	Fee/Fine
6-2-4(F)	Application fee	\$1,000
6-2-4(G)	Reinspection fee	\$75 per hour or specialist or consultant customary rates
6-2-23	Failure to comply with Ch. 6, Art. 2, Construction of Utility Facilities in Village Rights-of-Way	\$2,500
6-4-4	Failure to comply with Ch. 6, Art. 4, Newspaper Dispensing Devices	Not to exceed \$2,500
6-5-8(B)	Parkway tree permits	\$170
6-5-12	Failure to obtain tree trimming permit in parkway	
6-5-12(C)	Removal of tree	A fine not less than \$1,000, nor more than \$2,000; and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed
6-5-12(D)	Removal of limbs	If less than 50% of the crown is removed, the fine is \$500. If 50% or more of the crown is removed, then the fine is not less than \$1,000, nor more than \$2,000; and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed.
6-5-21(A)	Designation of parkway parking area	\$10
6-5-22(C)	Parkway tree replacement fee	Sum equal to the current cost for the total number of trees required minus the number of trees installed or located in the parkway parking area
6-5-23	Designated parkway parking permit	
6-5-23(A)	Application fee	\$0
6-5-23(C)	Processing deposit and costs	As calculated by the Village
6-7-3(A)(5)	Donation collection bins application fee	\$100
Chapter 7, Traffic Code		
7-2-14(D)	Temporary no parking regulations	
	Each violation	Not less than \$50 and not more than \$100
	When vehicle is removed and relocated	Not less than \$60 and not more than \$150
7-2-22	Disabled person's parking zone	
	On residential streets	

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
7-2-22(B)(2)	Designation application	\$50
7-2-22(B)(4)	Annual renewal	\$10
	Spaces for not-for-profit organizations	
7-2-22(C)(3)	Designation application	
	Filed before July 1	\$50 per space
	Filed after July 1	\$40 per space
7-2-22(C)(6)	Annual renewal	\$30 per space
7-2-27(E)	Resident-only parking permit	\$10 per vehicle
7-2-31(A)	Violation of Article 2, Through Streets, Stop Streets, One-Way Streets, Load Limits, Prohibited and Restricted Parking	
	General parking penalty; settlement amounts; maximum fines	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Schedule of specific parking penalties; settlement amounts; maximum fines	
	Parking within an intersection	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Parking on a crosswalk	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Obstructing traffic alongside or opposite any street excavation or obstruction (when vehicle relocated)	
	Settlement within 10 days	\$60
	Settlement after 10 days	\$100
	Parking where signs prohibit: fire lanes	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Parking in public area without current annual registration sticker or temporary registration permit	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Parking in front of public or private driveway	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Parking a vehicle within 15 feet of a fire hydrant	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200

FEES

Code Section	Subject	Fee/Fine
	All other stopping, standing or parking prohibited in specified places	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Additional parking regulations	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Unattended motor vehicles	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Bicycles	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Prohibited parking on certain streets	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Prohibited parking on snow emergency routes (when vehicle relocated)	
	Settlement within 10 days	\$60
	Settlement after 10 days	\$100
	Restricted parking on certain streets	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Restricted parking in municipal lot (Touhy and Keating)	
	1. Commercial vehicles	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	2. Parking between 9:00 p.m. and 6:00 a.m.	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	3. Parking more than 2 consecutive hours	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Parking of recreational vehicles, recreational vehicle trailers, and mobile homes prohibited	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Parking for handicapped/disabled persons	
	Settlement within 10 days	\$250
	Settlement after 10 days	\$350

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Parking commercial vehicles on public streets	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Resident only parking	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Permit only parking	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Permit only parking - removal of permit	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Inoperable vehicles	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	All other violations of this article	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
7-2-32(B)(3)	Vehicle Impoundment Administrative Charge	\$500
7-3-17	Violation of Ch. 7, Art. 3, Bicycles and Motor-Driven Scooters	
	First offense	Not to exceed \$2,500
	Subsequent offenses	Not to exceed \$2,500
7-4-11	Violation of Ch. 7, Art. 4, Automated Traffic Law Violations	
	Violation	Civil penalty of \$100
	Failure to pay original fine or to request administrative hearing	Additional fine of not more than \$100
Chapter 8, Taxation and Finance		
8-7-5(A)	Vehicle license	
	Any two-wheeled or three-wheeled motor vehicle subject to licensing by the state	\$40
	All passenger vehicles	\$50
	Vehicles with a gross vehicle weight (GVW) of 8,000 pounds or less, classified as A and B vehicles by the Secretary of State	\$60
	Vehicles with a gross vehicle weight (GVW) of between 8,001 and 14,000 pounds, classified as C, D and E vehicles by the Secretary of State	\$80

FEES

Code Section	Subject	Fee/Fine
	Vehicles with a gross vehicle weight (GVW) of 14,001 pounds and upwards	\$110
	School buses	\$50
	Buses classified as C vehicles by the Secretary of State	\$80
	Buses classified as F or G vehicles by the Secretary of State	\$110
	Automobiles used to pick up children not otherwise picked up by a school bus	\$50
	Rates for buses not otherwise provided herein shall be according to commercial vehicle weight.	
8-7-6(B)	Late application for vehicle license	\$10 per month
8-7-8	Transfer of vehicle license	\$5
8-7-9	Retention of license and transfer to new vehicle	\$5
8-7-13	Issuance of duplicate license	\$5
8-7-15	Late filing charge	\$10 per month
8-7-17	Violation of vehicle licensing requirements	\$50
8-12-1	Returned check service charge	\$25 per occurrence
8-12-2	Fingerprinting by Police Department	
	Resident	\$10
	Nonresident	\$30
8-15-2	911 system surcharge	\$1 per month per in-service network connection
8-16-2	Application for economic development incentive	\$3,000
8-16-5	Village's costs and expenses for review of economic development incentive request	115% of Village's actual costs
8-18-6	Late payment of municipal motor fuel tax	Penalty of 1% of unpaid tax, plus late filing penalty of 5% of unpaid tax, plus late payment charge of 5% of unpaid tax
8-18-7	Failure to pay municipal motor fuel tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
8-20-8	Failure to pay hotel and motel tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
8-21-6	Late payment of food and beverage tax	Not to exceed \$2,500
8-21-10	Violation of Article 21, Food and Beverage Tax	
	First offense	Not to exceed \$2,500

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
Chapter 9, Business Licenses and Commercial Regulations		
9-1-5(A)(16)	Business license	
	Food Establishments: Facilities of:	
	0 - 1,000 square feet	\$100
	1,001 - 2,500 square feet	\$150
	2,501 - 5,000 square feet	\$200
	5,001 - 10,000 square feet	\$250
	10,001 - 20,000 square feet	\$350
	20,001 square feet and over	\$400
	Manufacturing: facilities of:	
	0 - 5,000 square feet	\$50
	5,001 - 10,000 square feet	\$75
	10,001 - 20,000 square feet	\$100
	20,001 - 30,000 square feet	\$125
	30,001 - 50,000 square feet	\$150
	50,001 square feet and over	\$175
	Retail: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 - 20,000 square feet	\$150
	20,001 - 30,000 square feet	\$175
	30,001 square feet and over	\$200
	Service establishments: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 square feet and over	\$150
	State licensed professionals: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 square feet and over	\$150
	Wholesale and/or warehouses: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100

FEES

Code Section	Subject	Fee/Fine
	5,001 - 10,000 square feet	\$125
	10,001 - 20,000 square feet	\$150
	20,001 - 30,000 square feet	\$175
	30,001 square feet and over	\$200
	Specific licenses:	
	Amusements:	
	Athletic stadium (based on square footage of facility):	
	Indoor	\$25 – \$1,500
	Outdoor	\$375
	Auditorium (based on seating capacity)	\$200 – \$1,500
	Golf course	\$600
	Movie theater (based on square footage of facility)	\$200 – \$1,500
	Racquet and/or tennis club (based on square footage of facility)	\$25 – \$100
	Roller and/or ice skating rink (based on square footage of facility)	\$25 – \$1,500
	Amusement machines, each machine	\$75
	Amusement machines/jukebox, each machine	\$25
	Auctioneer:	
	Per day	\$10
	Per year	\$100
	Building contractor	\$100
	Cigarette and tobacco dealer	\$150
	Electrical contractor	\$100
	Firearms dealer	\$100
	Fuel oil/solid fuel dealer	\$100
	Gasoline station, each pump	\$10
	Going out of business sale	\$25
	Hotel/motel	\$500
	Itinerant merchant	\$50
	Junk dealer	\$500
	Massage parlor	\$200
	Massage therapists	\$50
	Scavenger	\$250
	Secondhand dealer	\$250
	Taxi and limousine:	
	Business	\$50
	Driver	\$7
	Each vehicle	\$50
	Vending machine	

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Candy, gumballs, etc.	\$50
	Food and beverage	\$50
9-1-13	Replacement of lost business license	
9-1-14	Automobile liability insurance	
	Property damage	\$5,000
	Injuries to or death of any one person	\$50,000
	Injuries to or death of more than one person, in any one accident	\$100,000
9-1-15(A)	Violation of Ch. 9, Business Licenses and Commercial Regulations	Not less than \$100 and not more than \$1,000, plus any additional penalties as set forth in the applicable regulations specifically applicable to Arts. 2 through 11
9-1-15(B)	Third and subsequent convictions within any 12-month period	Not less than \$100 and not more than \$1,000 and imprisonment for a period not exceeding 6 months
9-2-1(C)	Golf driving range general liability insurance	
	Personal injury or damage to property, one occurrence	\$50,000
	Injury to one person or any one person's property	\$10,000
9-3-2	Daily auction license	\$10
9-3-6	Fictitious bidding at auction	
	First offense	Not to exceed \$2,500
	Second or subsequent offense	Not to exceed \$2,500
9-5-11	Reinspection of food establishment, per reinspection	\$160
9-8-3(B)	Photograph and fingerprints of applicant for massage establishment or massage therapist, each set	\$25
9-12-5	Renewal of solicitation permit	Fee required for permit
9-12-7	Commercial solicitation	
9-12-7(A)	Original permit	
	60-consecutive-day permit	\$250
	Daily permit, per day	\$25
	Additional permit cards	\$10
9-12-7(C)	Replacement permit card	\$5
9-12-7(B)	Noncommercial solicitation	
	Original permit	No fee
	Additional permit cards	\$5
9-12-7(C)	Replacement permit card	\$5
9-13-2(B)	Garage sale permit	\$3

FEES

Code Section	Subject	Fee/Fine
9-13-5	Violation of Ch. 9, Art. 13, Garage, Rummage and Similar Sales, each offense	Not to exceed \$2,500
9-14-3	Raffle license	\$50
9-14-10	Violation of Ch. 9, Art. 14, Licensing Organizations to Operate Raffles	Not to exceed \$2,500
9-15-2-3	Firearms license	
9-15-2-3(A)	Annual permit	\$100
9-15-2-3(B)	Permit for a gun show or event	\$100
9-15-2-7(B)	Violation of Ch. 9, Art. 15, Firearms Dealers; Assault Weapons	Not to exceed \$2,500
	Sale of firearms without a license or at a gun show or event without a permit or at a prohibited location	Not to exceed \$2,500
9-15-3-1(C)	Fine for sale or transfer of assault weapons	Not to exceed \$2,500
Chapter 10, Liquor and Tobacco		
10-2-7	Local liquor license	
10-2-7(B)	Class A-1	\$1,750
10-2-7(C)	Class B	\$1,500
10-2-7(D)	Class C	\$1,500
10-2-7(E)	Class D	\$1,000
10-2-7(F)	Class D-1	\$1,750
10-2-7(G)	Class E	\$1,500
10-2-7(H)	Class S-E	No fee
10-2-7(I)	Class F	\$2,000
10-2-13	Duplicate local liquor license	\$100
10-2-36	Service of alcohol at Lincolnwood Community Center	
10-2-36(B)(2)	Administrative fee due with application	\$25
10-2-36(B)(3)	Special event and general liability insurance for rental of Lincolnwood Community Center	\$2,000,000
10-2-38(A)	Violation of Ch. 10, Art. 2, Alcoholic Liquor Dealers	Not to exceed \$2,500
10-3-17	Violation of Ch. 10, Art. 3, Comprehensive Regulation of Tobacco Products	
10-3-17(A)	First violation	Not to exceed \$2,500
10-3-17(B)	Second violation	Not to exceed \$2,500
10-3-17(C)	Third and subsequent violations	Not to exceed \$2,500
10-3-18	Violation of regulations relating to purchase and possession of tobacco by a minor	
10-3-18(A)	First violation	Not to exceed \$2,500
10-3-18(B)	Second violation	Not to exceed \$2,500
10-3-18(C)	Third and subsequent violations	Not to exceed \$2,500

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
Chapter 11, Health Regulations		
11-1-4(D)	Rates and charges for disposal of system waste through the municipal waste system	As established by the Village
11-1-10	Violations of Ch. 11, Art. 1, Garbage and Refuse:	
11-1-10(A)	Except as provided in Section 11-1-10(B) and (C), each offense	Not to exceed \$2,500
11-1-10(B)	Section 11-1-2(E), each offense (hazardous wastes)	Not to exceed \$2,500
11-1-10(C)	Section 11-1-3(D) (placement for pickup) or 11-1-5(C), each offense (collection hours)	\$25
11-2-4	Violation of Ch. 11, Art. 2, Weeds, each offense	Not to exceed \$2,500
11-3-4	Dog license	
	Male and female dogs	\$8
	Spayed and neutered dogs	\$4
	Replacement dog license tag	\$1
11-3-9	Redemption of impounded animals	
11-3-9(A)	Licensed dogs	\$25 per day, plus boarding and veterinary care costs
11-3-9(B)	Unlicensed dogs	\$25 per day, plus boarding and veterinary care costs, plus double the annual license and registration fees
11-3-9(B)	Cats	\$25 per day, plus boarding and veterinary care costs
11-3-12(G)	Liability insurance for vicious dog	\$50,000
11-3-21	Penalties:	
11-3-21(A)	Violation of Ch. 11, Art. 3, Regulation of Dogs, Cats and Animals	Not to exceed \$2,500
11-3-21(B)	Dog licensing violation	Not to exceed \$2,500
11-3-21(C)	Ground feeding	Not to exceed \$2,500
Chapter 12, Water and Sewers		
12-2-6	Water or sewer connection general liability and property damage insurance	\$1,000,000 per occurrence
12-3-1	Turning on of water by anyone other than authorized agent or employee of the Village	Not to exceed \$2,500
12-3-3	Water meter	
	Brass meter with RTR and hexagram:	
	M25 5/8 inch x 3/4 inch	\$231.37
	M70 1 inch	\$250.07
	M55 1 inch	\$309.73

FEES

Code Section	Subject	Fee/Fine
	M120 1 1/2 inch	\$510.82
	M170 2 inch	\$655.75
	C1 connection set:	
	3 inch	\$84.64
	4 inch	\$105.32
	C1 elliptical connection set:	
	1 1/2 inch	\$42.86
	2 inch	\$52.86
	6 inch	\$159.44
	Composite 12 inch meter pit lid	\$100
	Compound meter with two RTRs and hexagram:	
	2 inch	\$1,724.93
	3 inch	\$2,004.38
	4 inch	\$3,122.19
	6 inch	\$4,349.59
	Connection set:	
	3/4 inch	\$16.41
	1 inch	\$25.28
	Hex connection set:	
	1 1/2 inch	\$110.78
	Hexagram transmitter:	
	Single output (only)	\$138.36
	Dual output (only)	\$165.75
	RTR register only:	
	M25-M70	\$64
	M120-M170	\$71.38
	Service charge	\$50
	Square composite manhole lid	\$300
12-3-8	Damaging or tampering with Village water system	Not to exceed \$2,500
12-3-13(G)	Basic water user charge	\$8.69 per 1,000 gallons of metered water consumption
12-3-13(H)	Debt service charges	\$0.38 per 1,000 gallons
12-3-13(H)	Installation of new water meter	
	Each commercial user	\$108
	Each residential user	\$18
12-3-13(I)	Capital improvement charge, each user	\$3.15 per month
12-3-13(J)	Water use charge (in excess of 1,000 gallons per month)	\$5.12 per 1,000 gallons
12-3-15(B)(5)	Preparation of certificate of payment	\$20
12-3-18	Reinstatement of water service	
	Certified letter	Current USPS cost to send a letter certified mail
	During normal working hours	\$100

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Additional fee for work during other than normal working hours	\$50, plus cost of calling out personnel after hours
12-3-19	Rate for temporary shutoff	Regular service charge per month
12-3-25(B)	Watering permit	No fee
12-3-32	Sewer user fee	\$1 for every 1,000 gallons of metered water consumption
12-3-32(C)	Failure to pay fees	10% of original fee
12-6-6-8	Excessive release rate fee	\$8 per cubic foot of required stormwater detention not provided, not to exceed 5% of construction cost of development as determined by the Village Engineer
12-6-9(B)	Fee in lieu of stormwater detention	\$30 per cubic foot of required stormwater detention not provided, not to exceed 10% of the construction cost of development as determined by the Director of Community Development
12-7-13	Ch. 12, Art. 7, Flood Hazard Protection	
	First or second violation within past 12 months	Not greater than \$1,000
	Third or subsequent violation within past 12 months	Up to \$5,000
Chapter 13, Telecommunications and Utilities Regulations		
13-1-1-8	Violation of Ch. 13, Telecommunications and Utilities Regulations	Not to exceed \$2,500
13-1-2-2	Application for registration as a telecommunications carrier or provider	\$25
13-1-5-2(A)	Application for a license or franchise	\$1,500 or 1% of estimated cost of proposed facilities, whichever is greater
13-1-5-2(C)	Refund of deposit after withdrawal, abandonment or denial of a license or franchise application	Balance of deposit provided less \$500 and all ascertainable costs and expenses incurred by Village in connection with application
13-1-5-6	Construction permit fee	\$1,500 or 1.5% of estimated cost of constructing the facilities, whichever is greater
13-1-5-7	Annual license or franchise fee	
	Aerial cable or cable in duct or conduit	\$0.50 per linear foot

FEES

Code Section	Subject	Fee/Fine
	Direct burial cable	\$1 per linear foot
13-2-3(F)(7)	Nonrefundable franchise application fee	To be determined by the corporate authorities by resolution
13-2-11(A)	Franchise fee	An amount equal to 5% per year of the grantee's annual gross revenue as permitted by law
13-2-24(B)	Violation of Ch. 13, Art. 2, Cable Communications	Not to exceed \$2,500
13-3-5	Violation of Ch. 13, Art. 3, Local Emergency Energy Plan	Not less than \$2,500 and not more than \$10,000
13-4-3	Material breach	
	Each day	Not to exceed \$750
	Each occurrence per customer	Not to exceed \$25,000
13-5-2(B)	Cable/video service provider	5% of holder's gross revenues
13-5-3(B)	PEG access support fee	1% of holder's gross revenues, or if greater, the percentage of gross revenues that incumbent cable operators pay
Chapter 14, Building Regulations*		
14-2-3	Permit fee renewal (Section 105.8)	
	First renewal or reissuance for a period not to exceed 180 days	No fee
	Subsequent renewal or reissuance for a period not to exceed 180 days	25% of the original cost of the original permit
14-3-3	Permit fee renewal (Section R105.5)	
	First renewal or reissuance for a period not to exceed 180 days	No fee
	Subsequent renewal or reissuance for a period not to exceed 180 days	25% of the original cost of the original permit
14-8-3	Fees for mechanical work (Section 106.5.2)	Not greater than \$1,000 except where the conviction for which a penalty is being imposed is the person's third or subsequent violation in the past 12 months of the regulations set forth in this chapter, in which case, the court or Administrative Hearing Officer may impose a fine of up to \$5,000. Each day that a violation is permitted to exist shall constitute a separate offense.

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
14-10-3	Fees for fuel gas work (Section 106.5.2)	Not greater than \$1,000 except where the conviction for which a penalty is being imposed is the person's third or subsequent violation in the past 12 months of the regulations set forth in this chapter, in which case, the court or Administrative Hearing Officer may impose a fine of up to \$5,000. Each day that a violation is permitted to exist shall constitute a separate offense.
14-13-4	Reinspection fees	
	First reinspection	No fee
	Second and subsequent reinspections	
	Residential construction	\$50
	Commercial construction	\$75
14-13-6	Work performed prior to issuance of permit	Twice the permit fees set forth above
14-13-7	Building permit technology fee	10% of fee otherwise due
14-14-5(A)	Site management cash deposit	
	Curb cut deposit	
	Residential	\$1,000
	Commercial	\$1,000
	Right-of-way excavation and street opening	
	Residential	\$500
	Commercial	\$1,000
	Driveways/sidewalks	
	Residential	\$1,000
	Commercial	\$1,000
	Stormwater	\$3,000
14-14-8	Resumption of work subject to a stop-work order	
	Single-family residential properties	\$250
	Multifamily residential properties	\$500
	Commercial, industrial and manufacturing properties	\$500
	Demolition stop-work order	\$500
14-14-9	Sign containing rules and regulations for demolition and construction work area	\$75
14-14-10	Site management standards	
14-14-10(G)	Special street cleaning, per occurrence	\$300
14-14-10(J)	Failure to submit as-built foundation plan	Issuance of stop-work order

FEES

Code Section	Subject	Fee/Fine
14-15-7	Insurance required for contractors	\$1,000,000 per occurrence
14-16-3(B)	Tree removal permit	
	Tree in good condition	\$65, plus \$150 per each inch of diameter breast height
	Dead, nuisance, hazardous or deferred species tree	No fee
14-16-9(E)	Tree replacement fee	\$150 per diameter inch of tree removed
14-16-10(B)	Conservation area tree removal permit, per year	\$250
14-16-13(F)	Fine for removal of tree	A fine not to exceed \$2,500 and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed
14-17-1(A)	Violation of Ch. 14, Building Regulations	Not to exceed \$2,500
	Third or subsequent violation within 12 months	Not to exceed \$2,500
Chapter 15, Zoning		
3.13(26)b	Fence violation reinspection fee	\$50
5.02(1)	Development review team deposit	\$1,000
	Zoning certificate fee	
	Residential uses	\$25
	All other uses	\$50
	Minor variation application fee	\$125
	Major variation application fee	
	Single-family residential properties	\$250
	All other properties	\$500
	Special use	
	Nonresidential property	\$500; plus \$2,000 deposit
	Residential property	\$250
	Reasonable accommodation	\$250; plus \$2,000 deposit
	Sign variation/special signs	\$500
6.23	Violation of Article VI	General penalty for violations; see Section 18-1-1
8.05(3)c	Planned unit development application fees and deposit	
	Application fees	
	Not more than 5 acres	\$1,250
	5 to not more than 10 acres	\$2,500
	10 or more acres	\$3,000
	Deposit	\$10,000
10.08(2)i	Special use application fees for telecommunications	

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Code Section	Subject	Fee/Fine
	Single-family residential properties	\$250
	All other properties	\$500, plus a deposit of \$2,000
10.13	Services of independent technical expert	\$2,000
11.09(1)xv	Sign permit	
	Nonilluminated signs (unless temporary)	\$50 plus \$0.60 per square foot of gross surface area of each face thereof
	Canopy and awning signs	\$70, plus \$0.60 per square foot of sign area, horizontally projected
	Illuminated signs	\$70, plus \$1 per square foot of gross surface area of each face thereof
	Temporary signs	
	For each group of banners, pennants, and buntings installed at each premises or tenant's location	\$20
	For temporary signs of 50 square feet or less in area	\$30
	For temporary signs of more than 50 square feet in area	\$60
11.14(1)	Installation of a sign without a permit and/or in conflict with the provisions of Art. 11 of the Zoning Ordinance	\$200 per day of violation
	Zoning Map or text amendment fee	\$500, plus a deposit of \$1,000
Chapter 16, Subdivision Regulations		
16-3-1(A)(1)	Preliminary plat filing	
	Minor subdivision	\$250
	Major subdivision	\$500, plus deposit of \$2,000
16-3-3(B)	Final plat applications	
	Minor subdivision	\$250
	Major subdivision	\$500, plus deposit of \$2,000
16-4-4(B)(2)(b)	Sign for public meeting on subdivision	
16-5-6(A)	Burial of underground utilities	Cost of work
Chapter 17, General Offenses		
17-1-2	Abandonment of Vehicles	\$30
17-1-7	Destruction of property	Not to exceed \$2,500
17-1-11(D)	Retail theft	Not to exceed \$2,500
17-3-19(G)(1)	Truancy	Not to exceed \$2,500
17-3-19(G)(1)	Parental neglect	Not to exceed \$2,500
17-4-17	Violation of Ch. 17, Art. 4, Fair Housing	
	First violation	Not less than \$100 nor more than \$1,000

FEES

Code Section	Subject	Fee/Fine
	Second violation	Not less than \$250 nor more than \$1,000
	Third or subsequent violations	\$1,000
Chapter 18, Penalties and Enforcement		
18-1-1(A)	Violation of section of Code or other ordinance of the Village, each offense	Not more than \$2,500 unless otherwise provided for a specific offense
18-3-17	Administrative costs and interest charges	
	Administrative costs, minimum amount	\$40
	Interest charges, minimum; to be reassessed every 10 days until paid in full	5% of the combined total of the outstanding penalty, fine, and administrative costs

***Additional Permit Fees**

Subject	Fee
Building permit	
Residential	
Base fee	\$50
Plus per \$1,000 of construction valuation	\$10
Minimum fee	\$50
Commercial	
Base fee	\$100
Plus per \$1,000 of construction valuation	\$10
Minimum fee	\$100
Flat fees	
Fence	\$50
Shed	\$50
Gutters/downspouts	\$50
Awnings	\$50
Roofing	\$100
Plan review	
Residential: estimated cost of construction	
\$0 – \$10,000	\$50
\$10,001 – \$25,000	\$70
\$25,000 – \$50,000	\$90
\$50,001 – \$100,000	\$120
\$100,001 – \$250,000	\$150
Over \$250,000	\$150, plus \$0.50 per each \$1,000 in excess of \$250,000
Commercial	

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Subject	Fee
\$0 – \$10,000	\$70
\$10,001 – \$25,000	\$120
\$25,000 – \$50,000	\$110
\$50,001 – \$100,000	\$140
\$100,001 – \$250,000	\$170
Over \$250,000	\$170, plus \$0.50 per each \$1,000 in excess of \$250,000
Plan review fees; sprinkler systems	
Commercial	
Number of sprinklers	
1 to 20	\$230 (minimum fee)
21 to 100	\$460
101 to 200	\$605
201 to 300	\$690
301 to 500	\$1,005
Over 500	\$1,005 plus \$1.09 for each sprinkler over 500
Residential	
Number of Sprinklers	
1 to 25	\$210
26 to 50	\$245
51 to 100	\$255
Over 100	\$255 plus \$1.16 for each sprinkler over 100
Plan review fees: fire detection and alarm systems	
Number of fire alarm and detection devices	
1 to 25	\$225
26 to 50	\$460
51 to 75	\$725
76 to 100	\$875
101 to 125	\$1,045
Over 125	\$1,045 plus \$5.70 per additional device over 125
Plan review fees: standpipe, fire pump and underground water main systems	
Standpipe systems	\$245
Fire pumps	\$225
Underground water main	\$385
Plan review fees: restaurant wet chemical systems	
Number of nozzles	
1 to 15	\$305
16 to 30	\$415
31 to 50	\$525
Over 50	\$525 plus \$10 for each nozzle over 50

FEES

Subject	Fee
Plan review fees: gas suppression systems or dry chemical systems	
Pounds of suppression agent	
1 to 50	\$290
51 to 100	\$345
101 to 200	\$355
201 to 300	\$370
301 to 400	\$400
401 to 500	\$425
501 to 750	\$490
751 to 1,000	\$605
Over 1,000	\$605 plus \$0.29 for each pound of agent over 1,000
Fire Code plan review	
General precautions, emergency planning, and fire service features with any needed inspections	\$775, plus hourly rate (\$150 per hour) after 6 hours
High hazard, special hazard, or special facilities with any needed inspections	\$975, plus hourly rate (\$150 per hour) after 8 hours
Consulting type of review	
Building, fire, life safety and fire protection consulting	\$150
Demolition permit	
Residential	
Single- and multi-family residence	\$2,000
Interior demolition	\$100
Accessory structure	\$75
Commercial	
First 25,000 cubic feet of volume	\$4,000
Each additional cubic foot of volume	\$10
Interior or partial demolition of structure	\$300
HVAC permits	
Residential	
Warm air furnace/boiler	\$50
Air conditioning, each condenser unit	\$50
Commercial	
Warm air furnace/boiler, per unit	\$75
Ventilating system - mechanical, supply or exhaust ductwork, per unit	\$75
Process piping for heating/refrigeration, per unit	\$75
Air conditioning and refrigeration, for each condenser unit, per unit	\$75
Elevator permits	
Residential	

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Subject	Fee
Initial installation inspection for each elevator, dumbwaiter, or man lift: first 5 floors	\$100
Semiannual inspection for each elevator, dumbwaiter or man lift	\$75
Each additional inspection or repair arising out of complaints or inspections by the Village	\$75
Commercial	
Initial installation inspection:	
Each elevator, dumbwaiter, moving walk, escalator or man lift first 5 floors	\$200
Each additional floor above 5 floors	\$50
Semiannual inspection for each elevator, dumbwaiter, moving walk, escalator or man lift	\$75
Each additional inspection or repair arising out of complaints or inspections by the Village	\$75
Curb cut permit	
Residential	
Each running foot of curb to be broken	\$5
Inspection	\$50
Commercial	
Each running foot of curb to be broken	\$6
Inspection	\$75
Right-of-way/street opening permit	
Residential	\$100
Commercial	\$150
Driveway/sidewalk permit	
Residential	\$100
Commercial	\$75
Electrical permit	
Residential	
Services	
100 ampere service	\$40
200 ampere service	\$50
400 ampere service	\$55
600 ampere service	\$60
800 ampere service	\$70
1,000 ampere service	\$80
1,200 ampere service	\$110
1,600 ampere service	\$130
2,000 ampere service	\$140
3,000 ampere service	\$190

FEES

Subject	Fee
4,000 ampere service	\$250
15 and 20 ampere branch circuits	
0 – 50 circuits, each	\$10
51 or more circuits, each	\$5
Branch circuits exceeding 20 amperes, each	\$20
Motor or device	
First motor or device	\$20
Each additional motor or device	\$7
Single-family and duplex remodeling revisions and alterations where no new circuits are involved	
Base fee	\$50
Each \$1,000 of estimated cost or fraction thereof	\$10
Additional fees	
Minimum fee	\$50
Electrical inspection fee	\$50
Temporary wiring	\$50
Extra inspection fee	\$50
Carnivals	\$50
Vaults (except utility owned)	\$50
Burglar alarms	\$50
Antenna systems	\$50
Commercial	
Services	
100 ampere service	\$40
200 ampere service	\$50
400 ampere service	\$55
600 ampere service	\$60
800 ampere service	\$70
1,000 ampere service	\$80
1,200 ampere service	\$110
1,600 ampere service	\$120
2,000 ampere service	\$130
3,000 ampere service	\$190
4,000 ampere service	\$250
15 and 20 ampere branch circuits	
0 – 50 circuits, each	\$10
51 or more circuits, each	\$6
Branch circuits exceeding 20 amperes, each	\$20
Motor or device	
First motor or device	\$20
Each additional motor or device	\$10

LINCOLNWOOD CODE

Subject	Fee
Remodeling, revisions and alterations where no new circuits are involved	
Base fee	\$75
Each \$1,000 of estimated cost or fraction thereof	\$10
Additional fees	
Minimum fee	\$75
Electrical inspection fee	\$75
Temporary wiring	\$75
Extra inspection fee	\$70
Carnivals	\$75
Vaults (except utility owned)	\$75
Fire alarm systems	\$250
Burglar alarms	\$100
Antenna systems	\$100
Plumbing permit	
Residential	
Approval of plans and inspection and testing	\$75
Each plumbing fixture	\$10
Lawn sprinkler system	\$50, plus \$1.50 per spray head
RPZ valve	\$50
Fire protection sprinkler system	\$50, plus \$2 per spray head
Flood control system	\$50
Commercial	
Approval of plans and inspection and testing	\$100
Each plumbing fixture	\$20
Lawn sprinkler system	\$75, plus \$2 per spray head
RPZ valve	\$75
Fire protection sprinkler system	\$250, plus \$2 per sprinkler head
Flood control system	\$75
Water use permit	
Residential	
New home	\$100
Multifamily units, per individual unit, apartment, condominium	\$100
Commercial	\$200
Sewer use permit	
Residential	
New home	\$100
Multifamily units, per individual unit, apartment, condominium	\$100
Commercial	\$200
Underground tanks	
New tank installation	

FEES

Subject	Fee
0 – 999 gallons	\$150
1,000 – 15,000 gallons	\$250
Replacement of tanks	
0 – 999 gallons	\$150
1,000 – 15,000 gallons	\$250
Water connection fees	
1-inch to 8-inch tap	\$800
10-inch tap	\$1,200
12-inch tap	\$1,400
14-inch tap	\$1,600
16-inch tap	\$1,800
Sewer connection fees	
Not to exceed 12 inches	\$800
12 inches and up	\$1,000
Site development and management permit	\$400