



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:15 P.M. SEPTEMBER 20, 2018**

AGENDA

I) Call to Order

II) Roll Call

- 1) Committee of the Whole Minutes – September 4, 2018

IV) Regular Business

- 1) Discussion Concerning North Shore Outfall Sewer Project Update (6:15-7:00 p.m.)
- 2) Discussion Concerning National Pollutant Discharge Elimination System Update (7:00-7:15 p.m.)
- 3) Commonwealth Edison Update (7:15-7:30 p.m.)

V) Public Comment

VI) Adjournment

DATE POSTED: September 14, 2018

**VILLAGE OF LINCOLNWOOD
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VILLAGE HALL COUNCIL CHAMBERS
SEPTEMBER 4, 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 PM, Tuesday, September 4, 2018, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

On roll call by Deputy Village Clerk Charles Meyer the following were:

PRESENT: President Bass, Trustees Patel, Spino, Ikezoe-Halevi, Cope, Sugarman, Hlepas Nickell.

ABSENT: None

A quorum was present.

Also present: Interim Village Manager, Robert Merkel; Acting Assistant Village Manager, Charles Meyer, Doug Hammel, Development Manager, Heather McFarland, Management Analyst, and Steven Elrod, Village Attorney.

Regular Business

1. Discussion Concerning Village Code Text Amendment Regarding Ice Rinks

This item was presented by Mr. Hammel who outlined the issue as being related to Table 3.10.01 of the Zoning Code which restricts the permitted location of “tennis courts, volleyball, basketball, shuffleboard, and other courts, private”. Mr. Hammel explained how the Village has traditionally considered ice rinks to be addressed by this definition which would restrict their use to be only in the rear yard and have a setback from all lot lines at least 10’ or minimum required setback, whichever is greater.

Mr. Hammel stated that there were two known instances of non-compliant ice rinks in 2017-2018 and that since “ice rinks” are not explicitly restricted per Table 3.10.01 staff had difficulty in enforcing the interpretation that ice rinks should be prohibited under the code. Mr. Hammel recommended that “ice rinks” become a defined term in Table 3.10.01 as being only permitted in rear yards and to add a definition for “ice rink” in section 2.02. Mr. Hammel concluded his presentation by stating that the recommendation was to refer the item to Plan Commission for further review.

The Village Board then discussed the regulation of ice rinks in the front and side yards of their property. Trustee Hlepas Nickell voiced concerns regarding the allowance of ice rinks on properties due to the discharge once the ice melts that may affect neighboring properties and the Village’s sewer system. Trustee Cope stated that he was concerned if the Village would be liable if someone were to get hurt on the ice rinks if the Village approved it. Village Attorney

Elrod stated that this issue with ice rinks was becoming a more prominent concern for communities and is something that is being addressed by other clients.

Mayor Bass asked for a consensus from the Village Board regarding the recommendation by Staff to refer the matter to the Plan Commission. All Village Board members voiced their support in referring this request to the Plan Commission.

Closed Session

At 7:19 PM Trustee Ikezoe-Halevi moved to adjourn the meeting to Closed Session for the purpose of discussing the setting of price to sell or lease property per Section (c)(6), seconded by Trustee Spino.

Upon Roll Call the results were:

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

NAYES: None

The motion passed.

Reconvention

At 7:36 PM Mayor Bass reconvened the Regular Meeting.

Adjournment

At 7:36 PM Trustee Patel moved to adjourn Committee of the Whole, seconded by Trustee Spino.
The motion passed with a Voice Vote.

The motion passed with a Voice Vote.

Respectfully Submitted,

Charles Meyer

Deputy Village Clerk



MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Charles Meyer, Acting Assistant Village Manager

DATE: September 14, 2018

SUBJECT: **September 20 Committee of the Whole Meeting**

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

1) **Discussion Concerning the North Shore Outfall Sewer Project Update (6:15-7:00 p.m.)**

The Village is primarily serviced by a combined sewer system (i.e. the sewer pipes convey both stormwater and household waste), which conveys waste water to the Metropolitan Water Reclamation District of Greater Chicago (MWRD) for treatment. The existing sewer system does not have the capacity to handle large rain events. Large storms result in the Village's sewers discharging directly into area waterways or into the lowest point of the system, often residential basements. In 2007, the Village began the process of developing a comprehensive Stormwater Master Plan (SMP) with the goal of making the necessary improvements to reach the 10-year level of protection. [Attached](#) is the memorandum from the Public Works Director with an update on the SMP and North Shore Outfall Sewer Project, along with proposed steps to be taken if the Village Board concurs.

2) **Discussion Concerning National Pollutant Discharge Elimination System Update (7:00-7:15 p.m.)**

Since 2003, the Village has maintained a Municipal Separate Storm Sewer System (MS4) permit under the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) program. The NPDES program requires that communities who own systems for the conveyance of stormwater maintain an MS4 permit. The purpose of the NPDES program is to improve the quality of waterways, such as the North Shore Channel by minimizing pollutants entering the waterway. [Attached](#) is the memorandum from the Public Works Director regarding changes to the NPDES program that now requires the Village to undertake certain additional requirements. The Village's engineering firm, Christopher B. Burke Engineering, Ltd. will conduct a presentation to provide information to the Village Board and public on the program.

3) Commonwealth Edison Update (7:15-7:30 p.m.)

Carlo Cavallaro from Commonwealth Edison (ComEd) will be providing the Village Board with an update on ComEd's recent reliability and communication improvements. These improvements have reduced the frequency and duration of outages as well as provided their customers with more up to date information on outage restoration.

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



MEMORANDUM

TO: Robert Merkel, Interim Village Manager

FROM: Andrew Letson, Director of Public Works

DATE: September 20, 2018

SUBJECT: North Shore Outfall Sewer Project Update

Background

The Village is primarily serviced by a combined sewer system (i.e. the sewer pipes convey both stormwater and household waste). During dry weather conditions, this system conveys sewage to the Metropolitan Water Reclamation District of Greater Chicago's (MWRD) interceptor sewer near McCormick Boulevard. This water then travels north to the Terrance J. O'Brien Water Reclamation Plant on Howard Street in Skokie for treatment before being discharged into the North Shore Channel. During rainfall events, these sewers also convey storm runoff. The mixture of rainwater and sewage is conveyed to the MWRD facility for treatment. Large storms result in the Village's combined sewage discharging directly into area waterways or into the lowest point of the system, often residential basements, due to sewer pipe sizes that are too small to handle the large volume of water.

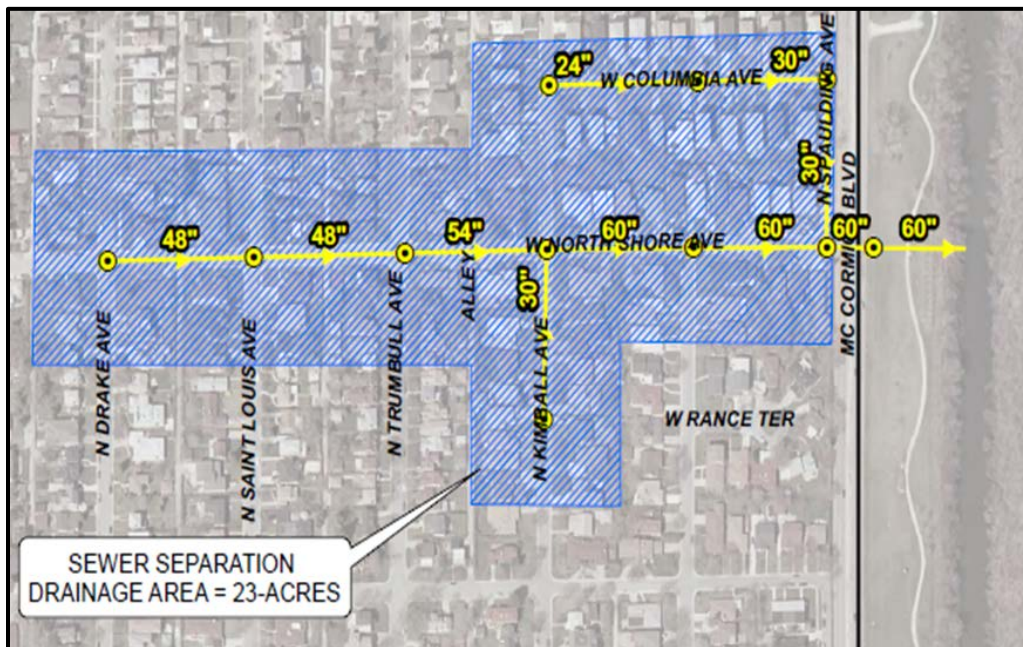
In 2007, the Village began the process of developing a comprehensive Stormwater Master Plan (SMP). The Ad-Hoc Sewer Committee, staff, and the Village's consultant, AB&H, a Donahue Group (AB&H), worked together to develop a comprehensive plan to meet the Village's desired goal of providing protection against a 10-year rainfall event. The Village's sewer system currently provides protection against a two to three year rainfall event and the community will experience widespread basement backups again during the next major rainfall event. The SMP identified 10 projects that, when constructed, would provide the desired level of protection. The 10 projects include street storage and a variety of stormwater conveyance improvements, including a new outfall sewer under North Shore Avenue.

North Shore Outfall Sewer Project

On June 7, 2016 the Village awarded a contract to Christopher B. Burke Engineering, Ltd. (CBBEL) to design the North Shore Outfall Sewer to the 30% level of design, at which point the project could be presented to the MWRD for possible cost share funding. Prior to award of the design contract, the Village Board expressed interest in potentially maximizing the size of the North Shore Outfall Sewer. On November 28, 2017 the Village Board held a workshop to discuss, among other topics, sizing of the North Shore Outfall Sewer. At the Workshop, CBBEL presented various options and the Village Board ultimately concurred with the recommendation by staff and the consultant to construct a 60-inch outfall sewer.

The North Shore Outfall Sewer will be constructed along North Shore Avenue between the North Shore Channel and Drake Avenue. Smaller tributary sewers will also be constructed on portions of Spaulding Avenue, Columbia Avenue, and Kimball Avenue. The area serviced by this sewer is topographically the lowest point in this part of the Village. Overland runoff that does not enter the sewer system generally flows to this area where it is blocked by McCormick Boulevard from entering the North Shore Channel. Construction of the North Shore Outfall Sewer was identified as the second highest priority in the Stormwater Master Plan. The table below outlines the estimated cost of the project by phase.

Phase	Estimated Cost
Remaining Design	\$160,000
Construction	\$2,950,000
Construction Oversight	\$300,000
Total Cost	\$3,410,000



North Shore Outfall Sewer Project Area

Construction Funding

The MWRD manages a cost share program called the Phase II Flood Control Funding Program where they contribute funds for construction of local flood relief projects. The

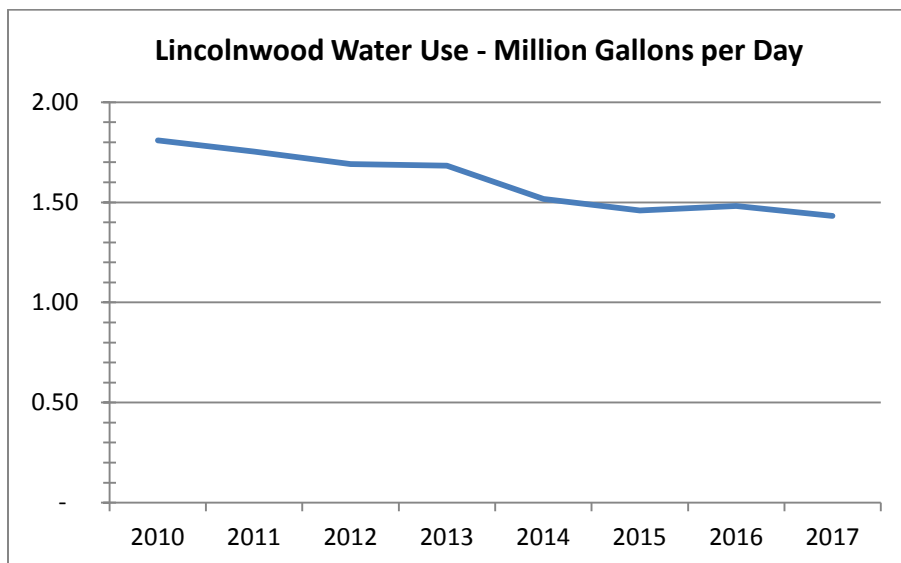
Village requested \$1,525,000 in funding assistance for the North Shore Outfall Sewer project. The project was highly rated by MWRD; however, based on their available funding they are not able to meet the full amount requested by most communities that are awarded funding. The MWRD has committed to funding \$1,391,763.14 of the Villages project, which is about 45% of the estimated construction cost.

The Water/Sewer Fund does not have sufficient reserves to fund this project on a pay-as-you-go method; therefore, in order to have enough cash to pay for the improvements; a bond will need to be issued. The estimated cost of construction and oversight is \$3,250,000, so a bond in the amount of about \$1,900,000 will need to be issued prior to construction commencing. The annual debt service on such a bond is estimated to be about \$150,000, assuming a 4% interest rate (per the Village's bond consultant).

Debt Service Funding

Since 2011, the Village has charged \$1.00 per 1,000 gallons of water consumed as a sewer user fee. This revenue funds the maintenance of the Village's sewer system and is intended to, at least partially, fund capital improvements. In FY 17/18 the sewer user fee generated approximately \$440,000 in revenue. This revenue, along with the other user charges and fees included on the water bills are accounted for in the Water and Sewer Fund. The Water and Sewer Fund currently has approximately \$1.8 million in reserves; of which \$400,000 is available to be used for capital projects associated with the water and sewer systems (per the Village's reserve policy).

The Water and Sewer Fund has experienced stagnating revenue due to a decline in water consumption. The Fund is primarily supported through user charges which are based on consumption; as customers have made efforts to conserve more water, the Fund has seen revenue decline. Since 2009, water consumption in the Village has decreased by nearly 20% (see chart); which is consistent with what has been experienced by Lake Michigan water users throughout Northeastern Illinois. Revenue has been sufficient to fund existing operations; however, would not be sufficient to pay for the projects identified in the SMP using a pay-as-you-go method nor would it be sufficient to fund the debt service associated with bonds.



Staff will continue to seek grant funds for stormwater improvements and submit applications to programs that are likely to fund the types of projects included in the SMP.

Stormwater Program Funding Options

In addition to the North Shore Outfall Sewer, the Village Board also discussed the next stages of the Street Storage project at the November 28, 2017 Workshop and potential funding options. Funds are available in the current budget for completion of the North Shore Outfall design as well as design of the Street Storage – Stage II project. Sufficient revenue and fund reserves are not available to fund the construction of the North Shore Outfall Sewer or street storage, issuance of general obligation bonds would be necessary to generate enough cash to fund construction. It is anticipated that bonds would require debt service payments for 20 years. The table below illustrates the annual debt service that would be required for each project. It should be noted that these projects do not include all of the projects identified in the SMP and will not bring the Village to the desired 10-year level of protection; however, they do represent the projects that were identified in the SMP as having the greatest cost/benefit ratio.

Annual Debt Service by Project				
Project	Construction Year	Total Cost	Bond Amount	Annual Debt Service
North Shore Outfall ¹	FY 19/20	\$3,410,000	\$1,900,000	\$150,000
Street Storage – Stage II ²	FY 19/20	\$4,475,000	\$4,175,000	\$310,000
Street Storage – Stage III	FY 20/21	\$3,560,000	\$3,560,000	\$265,000
Total		\$11,445,000	\$9,735,000	\$725,000

¹Total Cost includes design, construction and construction oversight. The MWRD will only participate in the cost of construction. Construction was originally anticipated for FY 18/19; however will occur next year due to MWRD's delay in awarding funding.

²Design engineering to be paid with existing revenue (\$300,000)

As discussed at the November 28, 2017 Workshop, revenue enhancement will be required to finance the debt service. The Village has two traditional options when considering the means of enhancing revenue to fund the debt service. The first is to increase the sewer user fee, which would be tied to water consumption, but may require further enhancement in the future if water consumption continues to decline. The second is a flat fee that has the benefit of consistent revenue, but is equally shared by all water customers regardless of consumption. The table below illustrates the estimated rates associated with both options.

Additional Revenue to Fund Debt Service		
Project	User Charge per 1,000 gallons	Flat Fee Per Month
North Shore Outfall	\$0.40	\$3.00
Street Storage – Stage II	\$0.75	\$6.34
Street Storage – Stage III	\$0.65	\$5.34
Total	\$1.80	\$14.68

Next Steps

If the Village Board concurs with staff's recommendation to move forward with the North Shore Outfall Sewer project, the following steps will be taken:

1. Finalize an intergovernmental agreement with MWRD.
2. A proposal will be sought from CBBEL to complete design of the project. An Ordinance waiving competitive bidding and awarding the contract will be brought forward for consideration at the October 3, 2018 Village Board meeting. Competitive bidding is recommended to be waived due to the fact that CBBEL has already completed 30% of the design.
3. An amendment to the Annual Fee Resolution will be brought forward for consideration for implementing the proposed revenue enhancement.
4. A bond raising funds for the construction phase will be issued at the start of the next fiscal year in conjunction with the planned bond for the transmission main.
5. Construction of the project will commence in summer 2019.

Documents Attached:

1. Powerpoint Presentation

North Shore Outfall Sewer Project Update

September 20, 2018

Background

- The Stormwater Master Plan (SMP) identifies 10 projects to bring the sewer system to a 10-year level of protection
 - Current system provides a 2-3 year level of protection
- Nov. 2017 SMP Update Workshop
 - Staff presented an update on the pilot project that was constructed in 2016
 - Village Board provided direction regarding the North Shore Outfall Sewer and next stages of street storage
 - Projects #1 and #2 out of the 10 identified in SMP

Table 6 – Engineer's Recommended Project Priority List

Priority	Project #	Description	Cost	Homes Protected	Cost per Home
1	Alternative 1	Flow restrictors & containment berms	\$ 5,592,060	1,700	\$ 3,289
2	5	New North Shore Chanel Storm Outlet	\$ 1,335,398	210	\$ 6,359
3	6	Storm sewer & ComEd Central detention pond	\$ 1,710,210	152	\$ 11,251
4	3	Storm sewer & ComEd South detention pond	\$ 2,843,679	145	\$ 19,612
5	9.3	8,000 feet of 24 inch to 60 inch storm sewer & abandoned Union Pacific ROW detention	\$ 9,427,386	345	\$ 34,269
6	4	3,020 feet of 36 inch storm sewer	\$ 2,395,478		
7	2	Storm sewer & ComEd North detention pond	\$ 2,137,650	44	\$ 48,583
8	8	Upsize 1,000-foot section of combined sewer to 60 inch - 72 inch sewer along Pratt	\$ 1,933,168	154	\$ 53,178
9	1.1	Storm sewer & Polatan Park detention pond	\$ 3,908,687		
10	1.3	Detention Storage (3 sites)	\$ 2,347,500		
11	7	Upsize 750-foot section of existing combined sewer to 24 inch to 36 inch sewer (Merged with Project #2)			
Grand Total			\$ 33,631,216		

**All dollar values displayed to the nearest whole dollar amount.

Figures in
2012
Dollars

North Shore Outfall Sewer Project

Timeline to Date

- June 2016
 - Design contract awarded to CBBEL
 - Develop 30% plans
 - Prepare to submit to MWRD for cost share
- November 2017
 - Village Board Workshop to discuss stormwater management plan
 - Direction to move forward with a 60-inch outfall pipe & submit to MWRD for funding
- June 2018
 - MWRD announced it would contribute funds to the project
 - Since then staff has been working with MWRD to negotiate an intergovernmental agreement
 - MWRD has committed to funding up to **\$1,391,763.14** for construction



Project Funding

- Since 2011, the Village has charged \$1.00 per 1,000 gallons of water as a sewer user charge
 - \$440,000 in FY 17/18 (\$500,000 in FY 11/12)
- Sewer user charge is accounted for in the Water and Sewer Fund
 - Funds maintenance operations and capital improvements
- Water and Sewer Fund
 - \$1.8 million in fund reserve
 - \$440,000 available for capital projects (per the Village's reserve policy)
 - FY 17/18 Fund broke even (no additional fund reserve)
- Water/Sewer revenue is sufficient to fund existing operations; however excess revenue is not available for capital improvements

Project Financing

- Sufficient revenue/fund balance is not available to pay for the projects on a pay-as-you-go basis
- Bonds/Grants
 - MWRD has stated they will fund a portion of the North Shore Outfall Sewer construction
 - Approximately 45% of estimated construction cost

North Shore Outfall Project

Cost by Phase

Phase	Cost
Design	\$160,000
Construction	\$2,950,000
Construction Oversight	\$300,000
Total Cost	\$3,410,000

- Sufficient funds are available in the FY 18/19 budget for completion of the design
- Sufficient funds are not available for the construction phase, a bond would need to be issued

North Shore Outfall Sewer Project

Construction Phase Funding

Construction Phase Total Cost	MWRD Cost Share	Bond Amount	Annual Debt Service
\$3,250,000	\$1,391,763.14	\$1,858,236.86	\$150,000

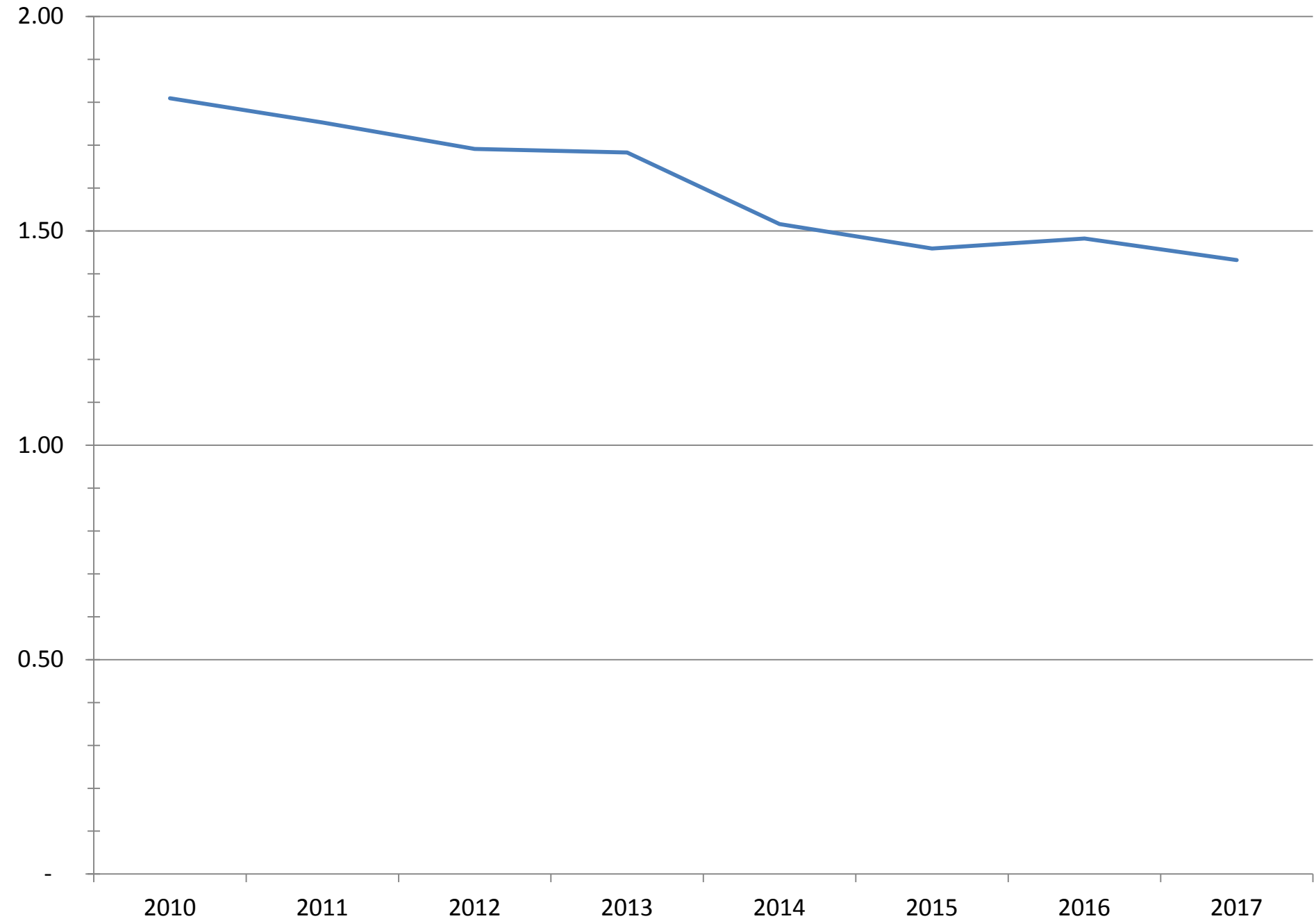
Street Storage Project	Fiscal Year (Construction)	Bond Amount	Annual Debt Service
Stage II	FY 19/20	\$4,175,000	\$310,000
Stage III	FY 20/21	\$3,560,000	\$265,000

Total annual debt service for all projects: \$725,000

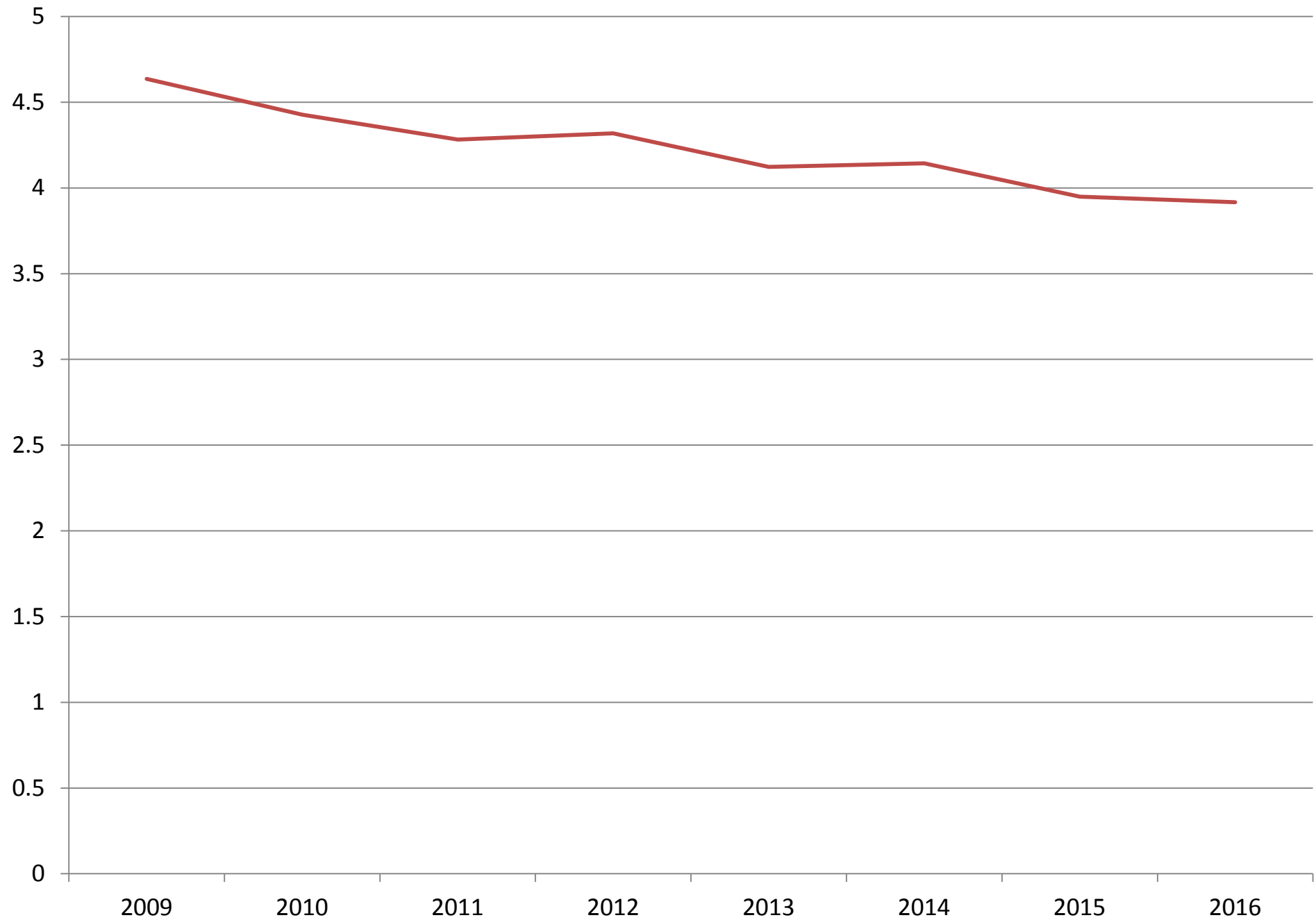
Financing Debt Service

- Existing revenue is insufficient to fund the required debt service
 - Total Annual Debt Service: \$725,000
- Water consumption has been declining since 2010
 - 20% reduction in water use
 - Water consumption is declining region wide due to conservation efforts and more efficient fixtures
 - FY 17/18 Water/Sewer Fund broke even (no additional fund reserve)

Lincolnwood Water Use - Million Gallons per Day



Northeastern Illinois Average Water Use – Million Gallons per Day



Debt Service Financing Options

- Sewer User Charge (Increase Existing Fee)
 - User charge based on consumption
 - Those who use the most water pay the most
 - Overall consumption continues to decline, potentially impacting the amount of available revenue
- Construction Flat Fee (New Fee)
 - Flat fee charged to all water customers (similar to water meter fee currently charged)
 - Fee is equally charged to all water customers, regardless of consumption
 - Village receives a steady stream of revenue, regardless of consumption trends

Debt Service Financing Options

Project	User Charge per 1,000 gallons	Flat Fee Per Month
North Shore Outfall	\$0.40	\$3.00
Street Storage – Stage II	\$0.75	\$6.34
Street Storage – Stage III	\$0.65	\$5.34
Total	\$1.80*	\$14.68

*Total user charge would be \$2.80 per 1,000 gallons

Annual Impact on Water Customers

User Charge vs Flat Fee

Annual Water Usage (per 1,000 gallons)	Current Water Bill	Updated Water Bill with <u>Increased Sewer User Charge</u>	Difference
40 Units (small user)	\$402.80	\$474.80	\$72.00
165 Units (medium user)	\$1,661.55	\$1,958.55	\$297.00
276 Units (large user)	\$2,779.32	\$3,276.12	\$496.80

Annual Water Usage (per 1,000 gallons)	Current Water Bill	Updated Water Bill with <u>Flat Construction Fee</u>	Difference
40 Units (small user)	\$402.80	\$578.80	\$176.00
165 Units (medium user)	\$1,661.55	\$1,837.55	\$176.00
276 Units (large user)	\$2,779.32	\$2,955.12	\$176.00

Recommended Next Steps

1. Finalize IGA with MWRD
2. CBBEL will provide a proposal to complete the design of the project
 - Waiver of competitive bidding to allow for completion of design that has already begun
 - October 3, 2018 Village Board Meeting
3. Amend the Annual Fee Resolution (Flat Construction Fee) – Implement Jan. 1, 2019
4. Issue bond for start of construction in May, 2019
5. Construct project in summer 2019



MEMORANDUM

TO: Robert Merkel, Interim Village Manager

FROM: Andrew Letson, Director of Public Works

DATE: September 20, 2018

SUBJECT: National Pollutant Discharge Elimination System (NPDES) Update

Background

Since 2003, the Village has maintained a Municipal Separate Storm Sewer System (MS4) permit under the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) program. The NPDES program requires that communities who own systems for the conveyance of stormwater maintain an MS4 permit and follow certain guidelines to minimize the discharge of pollutants into waterways. Stormwater runoff naturally contains numerous constituents; however, urbanization and urban activities typically increase concentrations to levels that may impact water quality. The purpose of the NPDES program is to improve the quality of waterways, such as the North Shore Channel.

The MS4 permit identifies six minimum controls that the Village needs to undertake to minimize the discharge of pollutants. The six minimum controls are:

1. Public Education and Outreach
2. Public Participation/Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post-Construction Runoff Control
6. Pollution Prevention/Good Housekeeping

Purpose of Discussion

The Village remains in compliance with the MS4 permit; however, the NPDES program was recently changed and now requires the Village to undertake certain additional requirements. One of these requirements is an annual public meeting. To satisfy this

requirement, the Village's engineering firm, Christopher B. Burke Engineering, Ltd. (CBBEL), will provide the Village Board and public with a brief overview of the NPDES program, the Village's stormwater system, and what activities are being performed to meet the six minimum controls.

Documents Attached:

1. PowerPoint Presentation



THE VILLAGE of
Lincolnwood

NPDES Phase II MS4 Public Meeting



Travis M. Parry, PE, CFM, CPSWQ, CPMSM
Christopher B. Burke Engineering, Ltd.

What is NPDES?

National Pollutant Discharge Elimination System

Permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States (construction sites, WWTP, industrial sites, municipalities)

- USEPA program administered by the Illinois EPA.
- Point sources are discrete conveyances such as pipes or man-made ditches
- Not for individual homes that are connected to a municipal system or use a septic system
- Industrial, municipal, and other facilities must obtain permits if their discharges go directly to surface waters.

What are point sources?

A point source is defined by the EPA as:

“any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.



And why are they important?

- Point sources introduce contaminants such as chemicals, toxins, sediment directly to local streams, rivers, wetlands and other local waterbodies



What is an MS4?

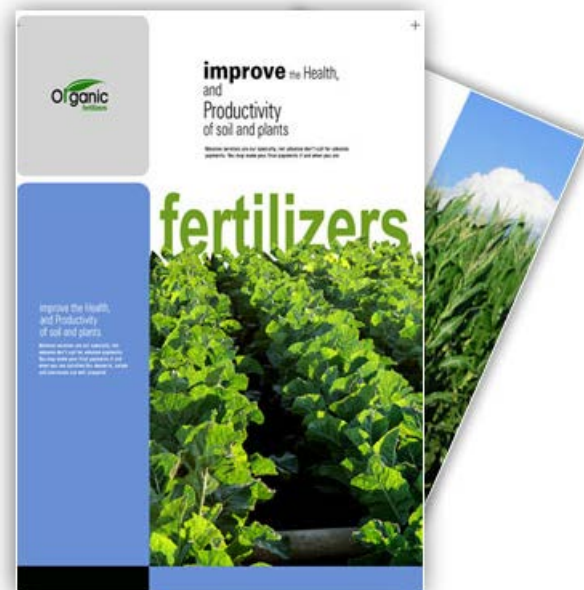
Municipal Separate Storm Sewer System

A conveyance or system of conveyance within a state, city, or other public entity that discharges to waters of the United States:

- Designed or used for collecting storm water;
- Is not a combined sewer; and
- Is not part of a Publicly Owned Treatment Works (POTW)
- Not related to sanitary sewer system

Best Management Practices

- A BMP is a method, device, or practice for removing, reducing, or preventing pollution in stormwater runoff from reaching receiving waters.
- Examples:
 - Flyers on Fertilizer Usage
 - Public Meetings on Stormwater
 - Construction – Silt Fence
 - Municipal – Street Sweeping



Stormwater Management Program Plan (SMPP)

- Required to develop a SMPP comprised of BMPs and measurable goals for each of the following six minimum control measures:
 1. Public education and outreach on storm water impacts
 2. Public involvement and participation
 3. Illicit discharge detection and elimination
 4. Construction site storm water runoff control
 5. Post construction storm water management in new development and redevelopment
 6. Pollution prevention/good housekeeping for municipal operations

Recent Permit Updates

- 5-Year Permit Cycles
- First Permit Cycle for Small MS4s: 2003-2008
- Latest Permit issued February 10, 2016 and became effective March 1, 2016!



Permit requirements did not get easier....but world is not ending

Recent Permit Updates

- TMDL Requirements
 - Chloride, dissolved oxygen, fecal coliform
 - New permit must specify TMDL stream segments
 - Assessment of Village program with respect to TMDL must continue for two NPDES permit cycles
 - Annual Report must address TMDL compliance
 - North Shore Channel – Impaired - DO, Ph, Phosphorus, Mercury, Polychlorinated Biphenyls, Fecal Coliform
- Chloride and Fertilizer Requirements
 - Must participate in watershed group to implement chloride control measures
 - Handling and storage requirements for municipal chloride and fertilizer supplies

Recent Permit Updates

- One Public Stormwater Meeting per Year
- Annual Training for Municipal Staff



Recent Permit Updates

- Assess impacts to stormwater within municipality from Climate Change
 - Educational materials
 - Best Management Practices
 - Flood control projects



Recent Permit Updates

- Identify Environmental Justice Areas
 - Low income or minority areas within municipality
 - Targeted public involvement required



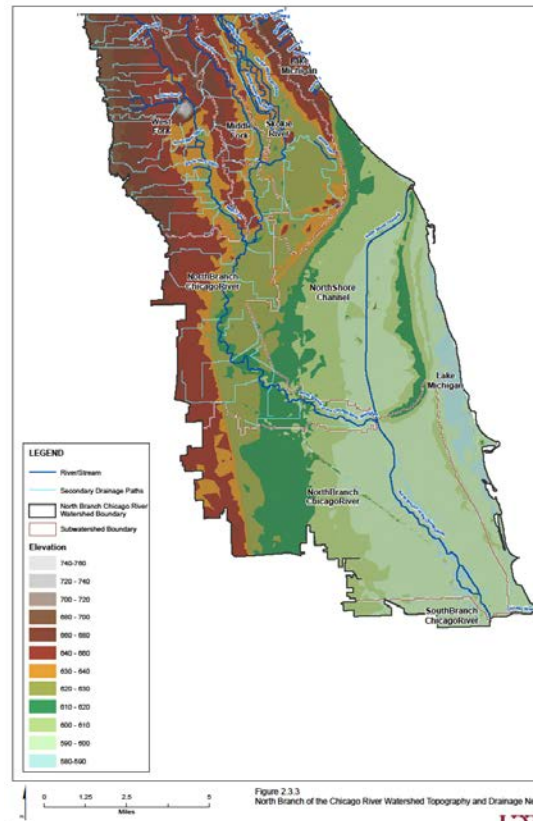
Like the Hall of Justice, Environmental Justice requires the fair treatment of all people, regardless of race or income

Recent Permit Updates

- Storm sewer outfall inspections must now be completed under dry weather flow conditions.
- Development and implementation of a monitoring and assessment program
 - If population >25,000, water quality monitoring is required
 - Monitoring results must be used to evaluate effectiveness of stormwater plan
 - The Village is currently not required to complete monitoring

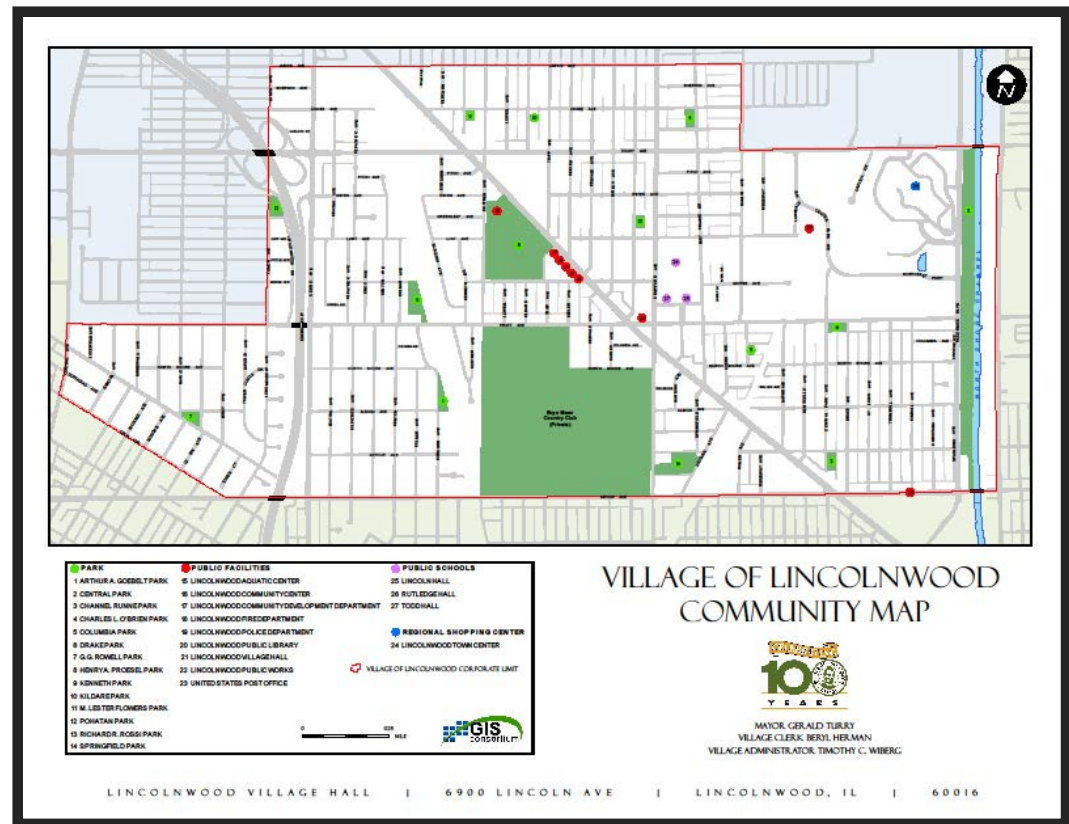
Recent Permit Updates

- North Shore Channel Watershed: Chloride Reduction



Program Requirements

- ❑ Village must regulate ALL discharges to the MS4
- Construction Sites
- Commercial Uses
- Industrial Uses
- Private Residences
- **Municipal Facilities and activities**



Illicit Discharges

- Any discharge to the MS4 that is not composed entirely of stormwater



Illicit Discharges

- Paint spills



Illicit Discharges

- Sanitary Sewer Overflows



Illicit Discharges

- Grass Clippings/Yard Waste



Illicit Discharge: Oil Sheen



Construction Site Runoff Control – During and Post

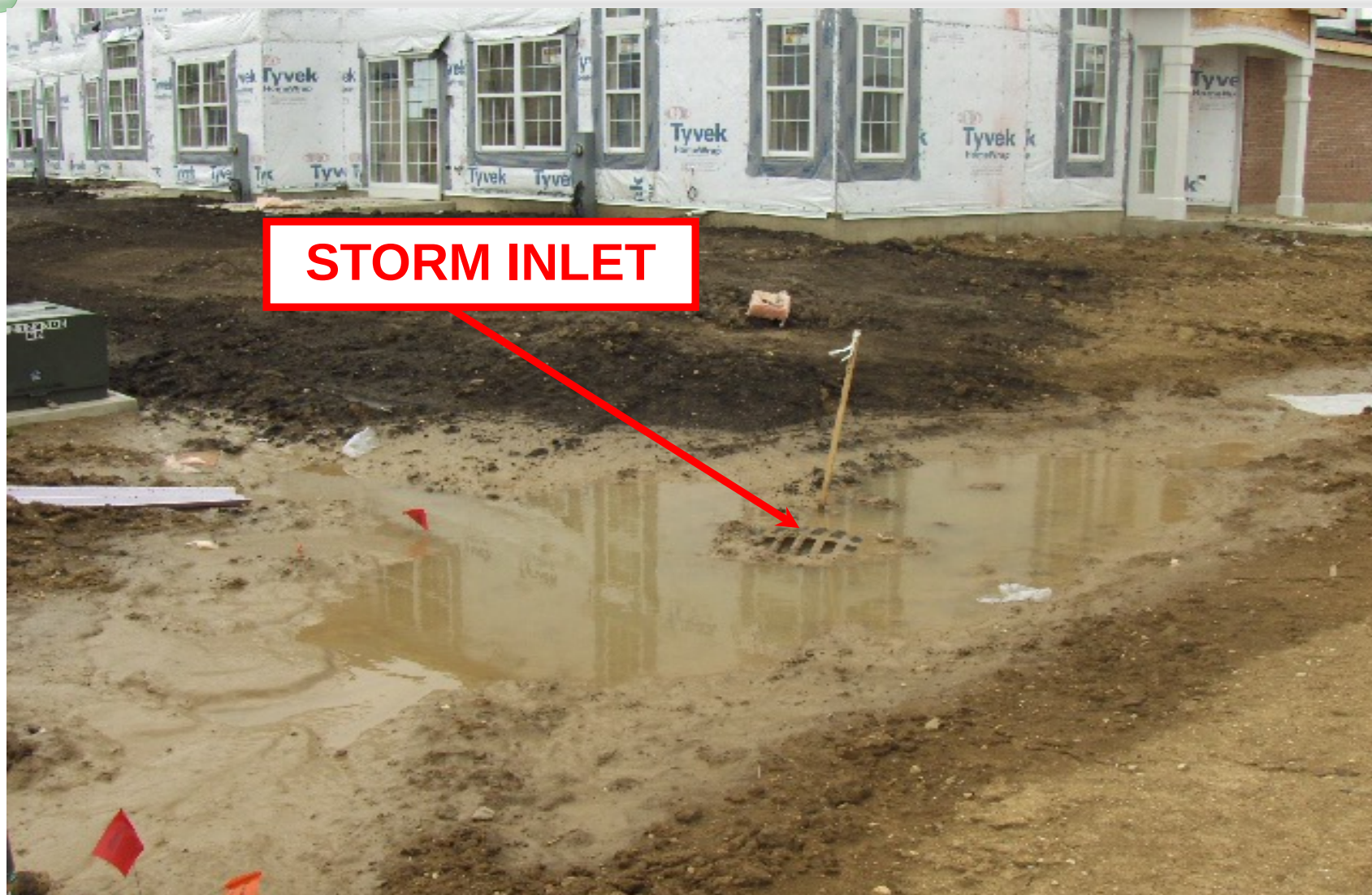
- A BMP is a method, device, or practice for removing, reducing, or preventing pollution in stormwater runoff from reaching receiving waters.
- Effectiveness of BMP's
- Selection
- Installation
- Maintenance



Silt Fence Indicating an Erosion Problem...



Inlet Protection



Result of Failing to Maintain Inlet Protection

Illicit Discharge



Street Inlet Protection



Unprotected Inlet



Illicit Discharge



Illicit Discharge



Pollution Prevention and Good Housekeeping

- Inventory and Assessment
 - Location of all municipal facilities
 - Activities at each site
 - Potential Pollutants



Pollution Prevention and Good Housekeeping

❑ Fixed Facilities

- Public Works, Village Hall, Police Stations, Storage Yards, Golf Courses etc.



❑ Field Activities

- Street Sweeping, watermain breaks, road projects, pesticides, etc.



Pollution Prevention and Good Housekeeping



Pollution Prevention and Good Housekeeping



Pollution Prevention and Good Housekeeping

- Watermain Breaks



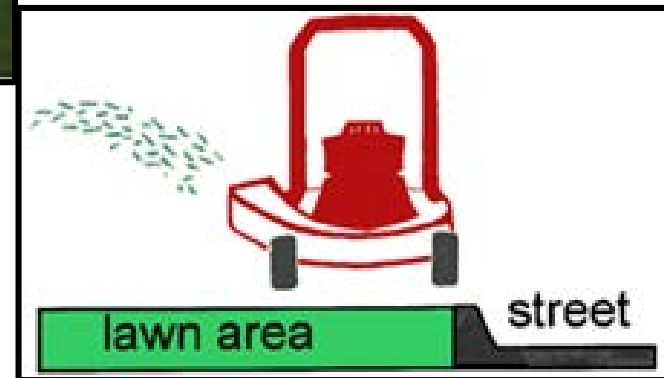
Pollution Prevention and Good Housekeeping



Pollution Prevention and Good Housekeeping



Pollution Prevention and Good Housekeeping



Questions ?





**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., SEPTEMBER 20, 2018**

AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Village Board Minutes August 21, 2018
2. Village Board Minutes September 4, 2018

V. Warrant Approval

VI. Village President's Report

1. Human Relations Commission Person of the Year
1. Swearing in of Deputy Chief Schenita Stewart, Lieutenants Travis Raypole and Timothy O'Connor and Sergeant David Kramarz
2. Swearing in of Police Officers David Sparks, Scott Hill and Alberto Ortega

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 Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County (Appears on Consent Agenda Because it is a Routine Function of Government)
2. Approval of Resolution Approving an Amendment to the Collective Bargaining Agreement Between the Village and the Teamsters Local 700 (Appears on Consent Agenda Because it is a Routine Function of Government)
3. Approval of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance Waiving Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Beer and Wine at the Community Center on Saturday, January 19, 2019 from 6-10 P.M. for Maine-Niles Association of Special Recreation Trivia Night (Appears on Consent Agenda Because it was Unanimously Approved by a Recommending Body)
4. Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Close a Portion of the Valley Line Trail on Saturday, October 6, 2018 Between the Hours of 9 A.M. to 10 A.M. for the My First Marathon Program Culmination Event (Appears on Consent Agenda Because it was Unanimously Approved by a Recommending Body)

5. Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Close a Portion of Lincoln Avenue on Sunday, November 18, 2018 between the hours of 7 A.M. to 11 A.M. for the Annual Turkey Trot Race (Appears on Consent Agenda Because it was Unanimously Approved by a Recommending Body)
6. Approval of a Resolution to Award a Contract to Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois for the 2018 Alley Improvements Project in the Amount of \$64,900 (Appears on Consent Agenda Because it is the Lowest Qualified Bidder)

VIII. Regular Business

7. Consideration of a Recommendation by the Plan Commission to Adopt an Ordinance Amending the Subdivision Ordinance to Establish a Minimum Lot Width of 75 Feet in the R-1 Residential Zoning District

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Report

XIII. Public Forum

XIV. Adjournment

DATE POSTED: September 14, 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.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
AUGUST 21, 2018**

DRAFT

Call to Order

President Bass called the regular meeting of the Lincolnwood Board of Trustees to order at 7:50 PM Tuesday, August 21, 2018, in the Council Chambers of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

The Corporate Authorities and all persons in attendance recited the Pledge of Allegiance.

Roll Call

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

PRESENT: President Bass, Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Patel

ABSENT: Trustees Cope and Spino

A quorum was present.

Also present: Village Manager, Tim Wiberg, Assistant Village Manager, Ashley Engelmann, Assistant to the Village Manager, Charles Meyer; Management Analyst, Heather McFarland; Doug Hammel, Community Development Manager; Andrew Letson, Public Works Director; Nadim Badran, Assistant to the Public Works Director, and Village Attorney Steven Elrod

Approval of Minutes

The minutes from the June 19, 2018, July 17, 2018 Village Board Meetings and the July 23, 2018, Special Meeting of the Village Board were presented. Trustee Patel made a motion to approve, seconded by Trustee Sugarman.

Upon roll call the results were:

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

NAYS: None

The motion passed

Warrant Approval

President Bass presented the warrants for approval in the amount of \$1,312,512.38. Motion to approve the warrants made by Trustee Sugarman, seconded by Trustee Hlepas Nickell.

Upon roll call the results were:

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

NAYS: None

The motion passed.

Village President's Report

- 1. A Resolution Consenting to the Village President's Appointment of Robert Merkel as the Interim Village Manager**

President Bass asked Village Attorney Elrod to explain the action being considered, and then asked for a motion. Trustee Hlepas Nickell moved to adopt the resolution consenting to the appointment, seconded by Trustee Sugarman.

Village Clerk Herman began the roll call. Trustee Hlepas Nickell asked for the vote to be suspended for discussion. She asked that Trustee's Spino and Cope's emails be read into the record.

President Bass read the following into the record:

Trustee Spino wrote: I had an opportunity of course to read the packet for our meeting and wanted to note that I am happy for the appointment of Mr. Merkel as interim Village Manager.

I feel that Mr. Merkel's long tenure within the Village in his financial capacity has afforded him an opportunity to work alongside all of our Village staff in all departments. I think this relationship provided Mr. Merkel with a strong understanding of the daily operations and needs of the Village more intimately than many other positions. Having this understanding should provide Mr. Merkel with a good base for his interim position as Village Manager.

Further, I feel that promoting from within is always a great option even if on an interim basis. This offers continuity of service to residents as well for those within the work environment.

Trustee Cope wrote: Mayor Bass, Please be advised that I have reviewed the Board Agenda for tonight's Village Board meeting. I concur in the appointment of Robert Merkel as Interim Village Manager.

On further discussion of the Motion, Trustee Patel raised concerns about the process or lack thereof in filling the soon to be vacant Village Manager position. Trustee Patel stated it was his understanding that either a replacement of the Village Manager or a change in the organization chart was to occur.. Trustee Patel also expressed concern about asking Mr. Merkel to take on the role of several positions, especially with more projects coming forward. Trustee Patel stated he did speak with President Bass about going forward with an interim position without a plan to install a permanent manager and asked that the process begin for the finding of a permanent Village Manager. Trustee Patel asked President Bass what his plan is for finding a permanent Village Manager.

President Bass stated he is standing by his decision. President Bass stated comments have ended and asked if anyone else wishes to speak.

Trustee Ikezoe-Halevi asked President Bass if he is coming up with a plan in the near future. President Bass stated that he told Trustee Ikezoe-Halevi his plan in their meeting last Monday.

Trustee Ikezoe-Halevi stated this contract for the interim Village Manager is only for one year wanted to know what will happen after that.

President Bass stated he is standing by his decision and asked if other Trustees had comments. There were no other comments.

President Bass asked Village Clerk Herman to call the roll on the Motion on the table.

Ayes: Trustees Sugarman, Nickell,
Nayes: Trustees Ikezoe-Halevi, Patel

Trustee Patel stated he would have supported the Resolution if there had been a plan in place. President Bass stated there will be a plan.

President Bass stated this had been discussed in closed session and that he met with every Trustee or talked with them on the phone. He stated that there is a plan to review candidates during the time period that the interim manager is in office.

AYES: President Bass, Trustees Ikezoe-Halevi, Hlepas Nickell, Sugarman

The motion passed

Motion by Trustee Sugarman, seconded by Trustee Ikezoe-Halevi.

Ayes: Trustee Sugarman, Hlepas Nickell, Ikezoe-Halevi, Patel

The motion passed

President Bass announced the former Treasure, Charles (Chuck) Greenstein passed away on Tuesday, August 7. Chuck was the Village Treasure for 14 years. President Bass gave his sympathies to the Greenstein family.

Tucker Development, the contract purchaser for the former Purple Hotel site at the northwest corner of Lincoln and Touhy Avenues, is on schedule to complete all plans and documentation for their submittal for a Planned Unit Development. Tucker's District 1860 plan is scheduled for a September 5th Public Hearing at the Plan Commission, to hear the Planned Unit Development request. This meeting will be held in the Council Chambers, starting at 7 p.m. The public is invited to attend this meeting or watch on the Village's cable channel or on the Village website.

5. National Night Out

On Tuesday, August 7 the Lincolnwood Police Dept. participated in National Night Out. The event was a success and the Police Department plans to continue National Night Out annually. The Police Department's message is one of unity between the residents, business owners, and police. This also encompasses the close working relationship of all Village staff in keeping our Village safe, clean and viable.

6. Part One Crime Statistic

Part One Crime statistic through the month of July of this year compared to the same time period last year, show a double digit reduction of 16%. Keeping officers in the field and readily available to address crime related issues are a priority for the Village. Placing officers in the right location at the right time help compress these numbers from increasing.

7. Bridge Update

The fabrication of the Touhy Avenue Overpass bridge structure is nearing completion. The fabricator is expected to deliver the bridge by the end of next week. Shortly after the bridge arrives, the contractor will be working to install it over three phases. The final phase will be the installation of the center span, which will require a full closure of Touhy Avenue. This work will be performed overnight to minimize the impact on traffic. Message boards will be installed and information will be provided through the Village's means of communication to notify the public of the closure date. Once the bridge structure is installed, the remaining work will take about two weeks to complete. A ribbon cutting is going to be scheduled for early October, so please keep an eye out for the official date.

8. Lincolnwood Fest

The 28th annual Lincolnwood Fest was held July 26-29th in Proesel Park. Lincolnwood's premier summer festival presented by the Friends of the Community Center featured live entertainment every night, a carnival, car show, Bingo, food vendors, a beer garden and a Business Expo. Fest organizers reported this has been the best year yet for the Fest. It was well attended due to the beautiful weather. Proceeds raised from the Fest benefit improvements to the parks and facilities within Lincolnwood Parks and Recreation system.

9. Pool Season

Now that our local high school students are back in school and several aquatics team members have left for college, the aquatic center has shifted to late-season hours to ensure safe provision of recreational swimming opportunities. The aquatic center continues to be open seven days per week during the "late season" – Monday-Friday 4pm-8pm, Saturdays 10am-9pm, and Sundays 10am-7pm. The aquatic center will remain open through Labor Day, hosting residents, pass holders, and guests between the hours of 10am and 7pm on the holiday.

10. Police Department Promotions

President Bass announced that the Police Department has completed the promotional process for its command staff vacancies and the following personnel are being promoted to the following ranks: Deputy Chief of Police, Schenita Stewart; Police Lieutenant, Timothy O'Connor and Travis Raypole; Police Sergeant, David Kramarz. The official swearing-in will take place this Friday, at the Police/Fire

Training Room at 3 p.m. and the ceremonial swearing-in will take place at the September 20th Village Board meeting. Congratulations to all on their promotions.

Consent Agenda

- 1. Approval of a Resolution to Authorize the Execution of a Contract with All American Exterior Solutions of Lake Zurich, Illinois for the Repair and Replacement of the Pump House Roof in the Amount of \$23,300**
- 2. Approval of a Resolution Authorizing the Purchase of a Two-Post Vehicle Lift through the Sourcewell Joint Purchasing Contract #061015-RRL from Rotary Lift of Madison, Indiana, in the Amount Not-to-Exceed \$25,309.91**
- 3. Approval of Approval of a Resolution Appointing an Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA)**
- 4. Approval of a Resolution Updating the Designation of the Village's Delegate and Alternate Delegate to the Northeastern Illinois Public Safety Training Academy Board of Directors**
- 5. Approval of a Resolution Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County**
- 6. Approval of a Resolution Appointing an Alternate to the Governing Board of the North Suburban Employee Benefit Cooperative**
- 7. Approval of a Resolution Designating the Village's Authorized Agent to the Illinois Municipal Retirement Fund**
- 8. Approval of a Resolution Approving the Installation of Street Light Pole Banners on Pratt Avenue from Lincoln Avenue to Ramona Avenue**
- 9. Approval of an Ordinance Amending Section 7-2-24 of the Municipal Code Regarding Parking of Commercial Vehicles**

Trustee Patel moved to approve the Consent Agenda as amended. The motion was seconded by Trustee Sugarman.

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

Regular Business

- 10. Consideration of a Recommendation by the Plan Commission to Approve a Final Plat of Subdivision for 6636 North Leroy Avenue**

This item was presented by Mr. Hammel with use of PowerPoint. Mr. Hammel gave a brief overview of the request regarding how it relates to certain provisions in the subdivision ordinance.

Mr. Hammel stated that currently there is a single family home at 6636 N Leroy and is over 19,000 square feet. The proposal is to subdivide the lot into two new residential lots. The lot to the north

would be 9,903 square feet and the lot to the south would be 9,423 square feet. The regulatory lot size in R-1 is 9,000 square feet.

Mr. Hammel stated regarding the requirements there needs to be an approval of a Final Plat of Subdivision as per the Subdivision Ordinance.

Mr. Hammel listed the subdivision standards that are part of the subdivision process.

Mr. Hammel stated there was a public hearing on June 6, 2018 which was continued to the July 5 and July 10 meetings. Mr. Hammel said the Plan Commission deliberated on two key factors: potential impacts of subdivision approval and subsequent development and Village government's role in reviewing a proposed Subdivision that complies with established standards.

Mr. Hammel stated that the subdivision meets all the requirements subdivision standards.

Mr. Hammel stated the Plan Commission assessed the possible impacts and were presented with two possible scenarios. The first scenario looks at the existing lot if the house were to be torn down and what the property owner could do with it under existing regulations and compared that scenario with what could be done with two lots if the proposed subdivision were to be approved.

Trustee Hlepas Nickell asked if that scenario exists in the Towers currently? Trustee Hlepas Nickell also asked if there was a lot like this currently in the Towers that has not been developed yet? Mr. Hammel stated not that he was aware of.

Mr. Hammel continued with his PowerPoint presentation and stated that the only thing that would really change by allowing the subdivision would be the side yard setbacks which are currently at 14 feet, once lot subdivided it would be 7.5 feet each side yard.

Mr. Hammel conveyed that through Public Input there were eight emails submitted and six speakers opposing the proposed subdivision and three speakers in support. Mr. Hammel touched on some of the concerns that were presented by those opposed to the subdivision.

Mr. Hammel stated that the Plan Commission asked the Petitioner to be open to subjective staff review to ensure the resulting homes would not be too similar in design. Mr. Hammel stated the Petitioner agreed and this condition would be fully met and would be under the discretion of the Zoning Administrator under the building review process. A building permit would not be issued unless the two buildings are in compliance.

Mr. Hammel stated that based on the recommendations by the Plan Commission, the Plan Commission approved the request by a vote of 5-2.

Mr. Hammel stated the two dissenting votes were for the following: One commissioner felt the request should be considered a Major Subdivision and require a development agreement and the other Commissioner felt that compliance with all Subdivision standards had not been demonstrated.

Trustee Patel spoke of the Plan Commissioner who felt the request should be considered a Major Subdivision and require a development agreement, from discussion at Committee of the Whole regarding Major and Minor Subdivision, does a Major Subdivision require a development agreement? Mr. Hammel answered not necessarily, only in the instance there are real improvements anticipated as part of the Subdivision.

Mr. Hammel recapped the requested action that the Board is being asked to take.

President Bass asked if there was any discussion.

Trustee Patel made a motion to approve and direct that a resolution adopting the subdivision be prepared for consideration at the next meeting.

Before anyone seconded the motion, Trustee Ikezoe-Halevi stated she would like a little discussion. Trustee Ikezoe-Halevi asked about legal responsibility in the Village. If we don't approve this would it set the Village up for a lawsuit. Mr. Elrod stated if she was asking about probable litigation, that would need to be discussed in Closed Session. Mr. Elrod stated there is the obligation to follow the Subdivision Code and that with respect to subdivision versus zoning relief, subdivision code is limited.

Trustee Hlepas Nickell stated her strong objection to this request. She then made a motion to deny the subdivision request.

President Bass asked for a second to this Motion. There was no second to Trustee Hlepas Nickell's motion.

Trustee Patel then restated his initial motion to approve, seconded by Trustee Sugarman. Mr. Elrod clarified that this was a motion to direct the Village Attorney to draft the Ordinance which would be at an upcoming Village Board meeting. Trustee Patel agreed.

Upon Roll Call the results were:

AYES: Trustees Sugarman, Ikezoe-Halevi, Patel

NAYS: Trustee Hlepas Nickell

The motion passed

11. Consideration of a Text Amendment to Chapter 14-14-10-M of the Village Code to Permit Extended Hours of Construction in Certain Instances

This item was presented by Mr. Hammel with use of PowerPoint. Mr. Hammel presented the background and current hours of construction for commercial construction.

Mr. Hammel stated that at the June 19, 2018 Village Board meeting there were concerns by the Board regarding noise impacts in regard to before or after normal construction hours. He also spoke of the Boards concern of monitoring compliance. Also it was recommended by staff this would be for non-residential properties only.

Mr. Hammel stated that some specific amendments to staff's proposed language that will address the concerns the Village Board expressed on June 19th. Applicants would be required to provide information about specific machinery or vehicles to be in operation to allow staff to better assess potential impacts and to allow Police to determine compliance more objectively. Secondly, standards would receive additional scrutiny for properties adjacent to residential areas.

Mr. Hammel spoke of an Administrative Protocol which would provide an internal checklist to ensure technical feedback is provided to the Village Manager. It is intended to protect neighboring properties, ensure adequate information is provided, ensure appropriate Village staff has opportunity to provide feedback and to determine compliance with standards of approval. Involves certain departments who are responsible for certain findings and that information is then brought before the Village Manager for either approval or denial.

Mr. Elrod stated that at the last meeting the Village Board had Tabled this item. Therefore, before any final action can be taken on the item, it would need to be removed from the Table and then the request may be considered for action.

President Bass asked for a motion to remove the item from the Table. Trustee Patel made a motion to remove from Table, seconded by Trustee Hlepas Nickell.

Ayes: Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Patel.

Nayes: None. Motion passes to remove from Table.

Trustee Patel asked if it was possible to add language similar to what is in a variance regarding financial hardship as he does not feel financial hardship should not be a consideration unless it is an operating business that would then shutter. Trustee Patel stated he knows this is a constant request for working beyond the hours. Mr. Elrod said that could be done but would not use the term, “financial hardship”, because sometimes there are things that occur that you would want to allow an exception. If you want to build in a “not self-created hardship”, that is the standard.

Trustee Hlepas Nickell asked what if it were a subcontractor working for the Village and they have a timeline to complete and we want the work done, we need to be consistent with all of them. Trustee Patel said he concurs, there should be consistency. Trustee Sugarman stated the he agrees with Trustee Hlepas Nickell that you cannot have a hard and fast rule.

Mr. Elrod stated the Village Manager would still be making a determination. The standards are the items the Village Manager is to consider. Trustee Sugarman asked about the financial hardship if it is not necessary. Mr. Elrod stated this is something the Village Manager could consider in making the decision.

Trustee Patel stated the language proposed provides direction for the Village Manager and that he would like to provide further direction to the Village Manager whether self-inflicted hardship or financial hardship would not be considered for an extension of work hours.

Mr. Elrod stated it could be one of the many factors.

Trustee Sugarman agreed with what Trustee Patel was proposing.

Trustee Hlepas Nickell asked if there was a definition in the Zoning Code regarding financial hardship. Mr. Elrod stated it only lists hardship. Mr. Elrod stated for the Zoning Board, they either have to find there is a hardship or not. Mr. Elrod stated this is set up so the manager has the discretion to issue the relief and lists five different factors that the Manager is to consider when granting the relief. Mr. Elrod stated that if he is understanding Trustee Patel correctly, in addition to these other five standards you add one more and takes into account the individuals hardship created solely by the applicant. There was further discussion by Trustee Patel regarding hardship and he would like for that to be a criteria the Manager considers.

Mr. Elrod stated one of the standards is the legitimate need for the identified work to be completed during the extended hours of construction rather than the regular permitted hours of construction. Trustee Patel presented a hypothesis regarding Mr. Elrod’s explanation. Trustee Patel stated he was just asking about the financial hardship.

Trustee Hlepas Nickell stated when a restaurant wants to extend hours for a holiday they need to go before the Village Board and would like the same for extension of work hours.

Trustee Hlepas Nickell motioned to draft the Ordinance as presented. There was no second to the motion.

President Bass asked Trustee Patel if he wanted to make a motion based on his comments. Trustee Patel stated there does not seem to be support for that so he would not make a motion.

Mr. Elrod stated because this was not a recommendation by another body that this can be brought forward at another time. The matter ended with no action being taken.

Manager's Report

President Bass stated he would like to make a couple of comments during the Manager's Report.

President Bass stated it was the last Village Board meeting for the Village Manger, Tim Wiberg and Assistant Village Manager, Ashley Engelmann. President Bass spoke of their years of service to the Village and thanked them for their years of service and wished them both well.

Mr. Wiberg spoke of his last 15 years with the Village and spoke of what a great place Lincolnwood was to work in and highlighted some key items from his years of service to the Village.

Board and Commissions Report

Trustee Hlepas Nickell wanted to remind the public the School District 74 was holding their 75th Anniversary celebration on August 31st at Lincoln Hall.

Trustee Ikezoe-Halevi spoke of attending the National Night Out for the Police Department and the great turnout to celebrate the event.

Trustee Ikezoe-Halevi thanked Mr. Wiberg and Mrs. Engelmann for their service and wished them well.

Village Clerk's Report

None

Trustees Reports

Trustee Patel spoke about Mr. Wiberg and Mrs. Engelmann and their service to the community and the changes they made over the years to make the Village a better place.

Public Forum

President Bass called up Caren Ex to speak. Ms. Ex spoke how she was watching the meeting from home but felt she had to come in and speak. Ms. Ex spoke of her disappointment as to no permanent appointment being made to replace Mr. Wiberg. Ms. Ex spoke of President Bass running on transparency. The question was, "Do you have a plan?" and all you had to say was that you have a plan.

Ms. Ex said there are times when she has praised President Bass and times when she has been disappointed in him. Ms. Ex stated that it is not ok with her that there is no Village Manager, no Assistant Village Manager and that you are asking one person to take on the role of three people.

President Bass called on Susan Ginsberg to speak. Ms. Ginsberg stated that she was at a meeting a few months ago and stated that when she was at the meeting she was schooled by the Village Attorney as to why President Bass did not have to answer her question during Public Forum. Ms. Ginsburg suggested that perhaps the Village Board take turns answering questions at the Board meeting.

President Bass introduced Edie Komenski to speak. Ms. Komenski stated she has been appalled several times at this meeting especially by the fact no search has begun for a new Village Manager. Ms. Komenski stated that there is no transparency. Ms. Komenski stated she was appalled at how President Bass treated Caren Ex when she spoke this evening. Ms. Komenski stated she comes to the meetings because she is a resident, and it should be appreciated that residents come to the meetings. Ms. Komenski again said she was appalled that there was no Village Manager, appalled at lack of transparency and appalled at how President Bass treated Caren Ex.

Adjournment

At 9:10 PM Trustee Sugarman moved to adjourn the meeting to Closed Session for the purpose of discussing Potential Litigation Per Section 2(c)(11), seconded by Trustee Ikezoe-Halevi.

Upon Roll Call the results were:

AYES: President Bass, Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi

NAYS: Trustee Patel

The motion passed.

Trustee Patel ask about the reading of FOIA requests.

Reconvention

At 10:00 PM Mayor Bass reconvened the Regular Meeting.

Adjournment

At 10:05 PM Trustee Sugarman moved to adjourn the Regular Meeting, seconded by Trustee Ikezoe-Halevi.

The motion passed with a Voice Vote

Respectfully Submitted,

Caroline Dick
Deputy Village Clerk

DRAFT

The motion passed

3. Presentation of Current and Upcoming Development-Related Projects

This item was presented by Mr. McNellis using PowerPoint.

- Village-Funded Projects / Initiatives

- oBusiness improvement grants

- oNorth gateway sub-area plan

- oCode enforcement

- oTIF Redesignation

- Village-Funded Business Improvement Grants

- o Airoom

- PEP Grant awarded for improvements to remove un-safe direct access from Lincoln Avenue to Airoom parking spaces

- Village sold Keystone right-of-way to Airoom for parking to replace spaces lost when angled parking and on-site drive aisle added along Lincoln

- Substantial improvement in safety on and off-site

- oEconocare Façade Improvement

- PEP Grant awarded for façade and landscaping improvements

- GIFT Grant awarded for energy improvements for doors and windows

- Building improvements updated the building consistent with newer construction, improving aesthetics of older building in Village's light industrial park

- Code Enforcement

- oHistory of Code Enforcement Personnel:

- Prior to 2009, in-house Building Inspectors performed Code Enforcement, as a secondary duty

- Between 2009 and 2012 Community Service Officers in the Police Department handled complaints, as a secondary duty

- Village has had a part-time Code Enforcement Officer (CEO), since 2012

- Village Board authorized a full-time CEO for 2018-19 Budget. Position filled at beginning of August

- Per Village Board direction, ensure fair & equitable enforcement, pro-active enforcement, public outreach about code enforcement

- TIF Redesignation

- oOriginal Lincoln-Touhy TIF approved in 2011

- oWith property tax assessments almost \$4 Million below Base EAV and six years passed, VB authorized steps to Redesignate TIF in 2017. Placed on hold until foreclosure completed and developer identified

- oDraft TIF Plan & Eligibility Study for new North Lincoln TIF authorized by VB in June, 2018. Completed report confirms TIF meets eligibility requirements to be Redesignated

- oTIF Ordinance on tonight's agenda sets date of the Public Hearing for November 20th, with Joint Review Board to be held in October

- Private Projects: In/Beginning the Planning Process

- oDistrict 1860 (Tucker Development Project)

- Initial Concept Plan Discussion at Village Board and Plan Commission
 - Preliminary PUD Public Hearing to be held tomorrow night by the Plan Commission
 - Mixed-Use plan with ground floor commercial (including restaurants), possible hotel and luxury apartments
 - Village amenities include: Village Green, pocket park connection to Touhy Avenue pedestrian bridge, bike amenities and streetscaping

- oFormer Dominick's

- Dominick's closed all stores in 2013
 - County Class 7B tax abatement approved for property in 2015. Requirement of Village's approval - remaining vacant space must be sales-tax producing
 - Planet fitness filled northern 1/3 of building in 2016
 - Wal-Mart has filed an application to amend PUD to fill remaining 2/3 of space with an internet grocery pick-up location
 - Prototype will be first of its kind store from Wal-Mart
 - Public Hearing at September 12th Plan Commission meeting
 - Benefits: Sales-tax producing, minimal change to site, traffic anticipated to be less than former Dominick's

- oOnsite Home Healthcare

- Proposed redevelopment of one-story former WaWa Industries building into a two-story medical office facility
 - Zoning relief required for various parking and building setbacks
 - Significant neighborhood and Plan Commission concern at July meeting
 - Returning to September 12th Plan Commission meeting with revisions

- Private Projects: In Building Permitting / Construction

- oWalder Education Center / Hatzalah

- Zoning Approved in January, 2018
 - Long Vacant property (former car dealer and newspaper distribution).
 - Building Permit issued in late August

- oMulti-Tenant Plaza at 4320 W Touhy

- Planning Approvals in January, 2017. Demolition completed
 - Delays in outside agencies (MWRD & IDOT) review. Building Permit issued in late August. Early 2019 completion anticipated

- oStefani's Prime

- Outdoor Seating Area approved in June, 2018
 - Permit issued in July. Construction complete and approved
 - Opening imminent

oFood for Thought

- Planning Approvals & PEP/GIFT Approvals in May/June
- Interior work underway. Exterior work to begin in Fall

oSacred Learning Center

- Original building approved in 2015 & permits issued in 2016
- Construction issues led to a delay
- In interim, acquired former Danziger catering building next door for parking lot

oThe Carrington

- Building Permit issued in October, 2017
- Completion of 85% of the building as of August
- Final site work and final phase of building ready to open in September

•Potential Redevelopment Projects

oMixed-use property (6733-35 Lincoln)

oZeigler Auto Group

oBucky's Mobil (6401 Cicero)

oBria Health Care (6969 Lincoln)

oAuto Canada Car Storage

oTown Center Mall

Following Mr. McNellis's presentation, the Mayor announced that The Room Place furniture store has signed a lease for the top floor of the former Carson's store in the Lincolnwood Town Center. It was stated that the construction for the site will begin this fall and that Washington Prime is in negotiations with several tenants to fill the bottom floor of the former Carson's store.

4. Resolution Regarding contract for Interim Village Manager

The item was introduced by Attorney Steve Elrod.

Trustee Sugarman moved to approve the appointment, seconded by Trustee Hlepas Nickell.

Trustee Ikezoe-Halevi read the following statement into the record: At our last Board Meeting, on Tuesday August 21 I voted in favor of the appointment of Robert Merkel as the Interim Village Manager. I changed my vote after Attorney Steve Elrod said that the action required a super majority vote from the Trustees. Following the vote, there was some confusion from the residents in terms of my vote. I should have clarified my decision. My decision was based on the need to have a Village Manager in place on September 1, 2018. I didn't want to leave the meeting without having an Interim Village Manager. If we were not able to schedule a special board meeting or come to a consensus, we would have been without a Village Manager when Tim Wiberg left on August 31. What if the Mayor had become incapacitated or some natural disaster befell us. I thought about this last Friday by candlelight when there was a blackout that lasted several hours. Fortunately this was minor, but it could have been worse. For those of you who were upset or confused by my decision, I want to make a public apology to you. That was never my intention. I made the best plan and the best decision that I could base on our Mayor saying that he had a plan. Because of this I would like to have a more detailed discussion before we vote on the Robert Merkel's contract. I understand what is in the contract, but I think at this point Mayor Bass you could probably tell us more.

Mayor Bass stated that he would like to read an email that he sent out regarding the next steps in this process and the Board of Trustees role in the process. Mayor Bass said that he had engaged Board Members either in person or over the phone. An Interim would be appointed who is Robert Merkel followed by an informal search based on Village Managers that may be available in surrounding communities. If a Village Manager is not found, we will engage the services of a third party that specializes in executive recruitment and we reviewed a proposal that I brought forward in July. A third party company will vet with background and media checks. The timeframe for this process is three to six months. I have spoken with Robert Merkel, Charles Meyer, and Attorney Steve Elrod regarding the transition and steps.

Roll call

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

NAYS: None

The motion passed

5. Touhy Avenue Bridge Update

The bridge structure is scheduled to be delivered next week and will be installed shortly thereafter. Once the structure is installed, the contractor has about two weeks of work until the project is complete. I hope everyone will join us for a ribbon cutting ceremony, which will be held on the north side of Touhy Avenue at 5:30 p.m. on October 11th.

6. September 11 Ceremony

The Village will be holding its annual memorial for the September 11th attacks next Tuesday. The solemn event will start at 8:30 am in the Village's Promenade. The Police and Fire Departments along with the village's honor guard and school district 74 will be present for the event. I encourage any interested resident to stop by for this event.

7. Blood Drive

The quarterly Blood Drive thru Life Source will be taking place, Thursday, Sept. 20 in the Police Fire Training Room beginning at 1 P.M. Place a reminder on your calendar to stop by and give blood to save a life.

8. Police Department Updates

The Police Dept. is pleased to announce that on September 6th, three new police officers will be sworn in to work for the Village; David Sparks, Scott Hill and Alberto Ortega. Mr. Sparks and Mr. Ortega already have completed police academy training from previous employment and will begin field training shortly after hire. Mr. Hill will start the Chicago police Department's Metro Academy Class on September 10th.

If you have the opportunity please take a moment to view the Police Department's lip sync challenge video. The video can be viewed on the Village's YouTube channel or on the Police Department's Twitter account.

9. Touch-a-Truck

Join the Parks and Recreation Department for the annual Touch-a-Truck event this Saturday, September 8 from 10am-12pm in the Village Hall parking lot. From honking horns to flashing lights, the Touch-a-Truck event is always a great family activity. Children and adults alike will be able to touch and even climb aboard many super-sized vehicles in a safe environment. After visiting the trucks, children are invited to ride the trackless train. This FREE event is sponsored by NorthShore

University HealthSystem and supported by the Village of Lincolnwood Police, Fire and Public Works Department.

10. Family Fun Fest

The following weekend, families are invited to join the Parks and Recreation Department on Sunday, September 16 at Centennial Park from 1-3pm for the annual Family Fun Fest. This event features crafts, a bounce house, outdoor door games, kayaking and more. Free and fun for the entire family! Dogs on a leash are welcome as well.

11. Madeleine Grant Volunteer of the Year Arthur Lovering

President Bass asked Madeleine Grant's daughters, Beth Keno and Maura Neuendank to come up to the podium. President Bass stated their father, Paul Grant, is unable to attend the meeting this evening but noted being thankful that his daughters were able to attend. President Bass also ask that last year's recipient, Barb Pabst, join him at the podium. He then asked this year's recipient of the Madeleine Grant Recognition Award, Art Lovering, to come forward. Art was nominated for the recognition by Elizabeth and Richard Ruderman and Reese Gratch. President Bass shared what makes Art the perfect candidate for the recognition. Art currently volunteers his time to the Village being on the Park and Recreation Board and serving as that Board's chairperson. Recently Art formed a group to adopt one of the stretches of the bike path. On any given day walking the path you will see Art out there along with fellow members of his group maintaining their section of the bike path. Art is also known as the Lincolnwood Historian. His memory and knowledge of Lincolnwood dates back to his childhood. Art attended the Village schools and has raised his children here in the Village. He is on the board of Youth Baseball, and he hosts the very popular "Beer Club". Beer Club meets on Thursday nights throughout the summer and it is a "bringing together" of the community. President Bass stated that on behalf of the Village Board, Beth, Maura, and Barb, a presentation was made to Art Lovering of a crystal bowl for all he does for the community.

Trustee Hlepas Nickell spoke about Art Lovering as having demonstrated the importance of being a volunteer and contributing to the community. Trustee Hlepas Nickell spoke about how Art has been a lifelong resident of Lincolnwood. She spoke about how Art became an educator with the desire to install a desire to learn to his students and was always a neighbor who would help others. Trustee Hlepas Nickell stated how Art has served on many Boards and Commissions and brought his opinion on matters. Art has typically served under the radar with the exception of the Lincolnwood Beer Club where Art opens his home to the community. During his retirement Art still rounds up the Lincolnwood Beer Club to clean up a portion of the Lincolnwood trail.

Art Lovering spoke upon receiving the award. Mr. Lovering stated that he was a lifelong Lincolnwood resident and that he has spent his entire adult life in Lincolnwood. He stated that living in Lincolnwood gives you the best of both worlds with the small town feel while being near the City of Chicago. Mr. Lovering said that he wanted to share this award with his family members who also volunteered in the community. Mr. Lovering stated that his mother volunteered for the Todd Hall PTA, which then turned into the Lincolnwood PTA and then served on the School Board for many years and serving on the Church Council. She also served as an election judge for many years. Mr. Lovering stated that his father enlisted in the United States Navy and served in the South Pacific and then in the Naval Reserve for 30 years. Mr. Lovering stated that it was natural for his family to volunteer and serve and that he inherited it from them. He spoke to the fact that his sister has been a teacher for special needs for a number of years and his brother served in the Navy followed by a career in the Department of Defense.

A short break was taken for a reception for Mr. Lovering began at 8:34. The meeting resumed at 8:51 pm.

Consent Agenda

1. **Approval of** a Recommendation by the Plan Commission to Adopt an Ordinance Approving a Variation Related to the Setback of an Accessory Structure at 6522 North Spaulding Avenue
2. **Approval of** an Ordinance Pertaining to the Following: A) Authorizing the Purchase of a New Holland U80C Tractor Loader through the Sourcewell Joint Purchasing Contract #032515 from Martin Implement of Wauconda, Illinois in the Amount of \$96,542.35; and B) Declaring Tractor 3 Surplus and Authorizing its Sale or Disposal upon Receipt of the New Tractor
3. **Approval of** a Resolution to Purchase Two 2019 Ford F-250 XL Pick-Up Trucks through the Northwest Municipal Conference Suburban Purchasing Cooperative Program, Contract #178, from Currie Motors of Frankfort, Illinois in the Amount of \$72,602
4. **Approval of** a Resolution Approving a Transferee Assumption Agreement

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

Upon Roll Call the results were:

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

NAYS: None The motion passed.

Regular Business

5. **Consideration of** an Ordinance Setting the Time and Place for a Public Hearing on the Establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project

This item was presented by Steve McNellis, Community Director, who stated that the Ordinance before the Board was a statutory requirement for the redesignation of the TIF District and establishment of a time and place for a Public Hearing.

Trustee Cope moved to approve the Ordinance. The motion was seconded by Trustee Spino.

Upon Roll Call the results were:

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

NAYS: None The motion passed

6. **Consideration of** a Resolution to Approve a Final Plat of Subdivision for 6636 North Leroy Avenue

This item was presented by Doug Hammel, Development Manager, who provided an overview of the Resolution to subdivide the property at 6636 North Leroy as a continuation of the previous meeting.

Trustee Patel moved to approve the Resolution. The motion was seconded by Trustee Spino

Upon Roll Call the results were:

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

Nays: Hlepas Nickell

The motion passed

Manager's Report

Interim Manager Merkel read the Freedom of Information Act requests from the past month. It was discussed that the Freedom of Information Act requests would be included in the packet going forward as something for the Village Board to review but not necessarily something that needs to be said during the meeting.

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

None

Public Forum

Charles Halevi, Lincolnwood Resident, spoke regarding his desire to have public Wi-Fi be made available to the community as other municipalities have done.

Adjournment

At 9:02 PM Trustee Patel moved to adjourn the Regular Meeting, seconded by Trustee Spino. The motion passed with a Voice Vote.

Respectfully Submitted,

Charles Meyer
Deputy Village Clerk

TO: President and the Board of Trustees

FROM: Robert J. Merkel, Interim Village Manager

SUBJECT: Warrant Approval

DATE: September 14, 2018

The following are the totals for the List of Bills being presented at the September 20th Village Board meeting.

09/20/2018	95,112.00
09/20/2018	474,370.96
09/20/2018	9,580.67
09/20/2018	458,803.44
Total	\$ 1,037,867.07

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 09/12/2018 - 10:12AM
Batch: 00200.09.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

Advocate Occupational Health
ADVOC

702274	8/3/2018	480.00	0.00	09/20/2018
101-200-511-5599 Other contractual				Drug screening

702274 Total:		480.00		
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Advocate Occupational He		480.00		
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Anderson Pest Solutions
ANDERP

4909172	9/1/2018	283.55	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Pest control for services for Village of Lincolnwood

4909172 Total:		283.55		
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Anderson Pest Solutions To		283.55		
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Associated Technical Services Ltd.
ASSOCTEC

30434	8/21/2018	777.00	0.00	09/20/2018
660-620-519-5599 Other contractual				Leak location services

30434 Total:		777.00		
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Associated Technical Servi		777.00		
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
Builders Asphalt BUILDERS					
30536	8/8/2018	604.80	0.00	09/20/2018	
213-000-561-5490 R&M Road Repairs				Asphalt surface	
30536 Total:		604.80			
31041	8/22/2018	408.90	0.00	09/20/2018	
213-000-561-5490 R&M Road Repairs				Asphalt surface	
31041 Total:		408.90			
Builders Asphalt Total:		1,013.70			
Emcor Services Team Mechanical Inc EMCOR					
930010473	8/27/2018	1,917.52	0.00	09/20/2018	
101-420-511-5405 R&M - buildings				Work done on Police A/C	
930010473 Total:		1,917.52			
930010585	8/31/2018	2,453.79	0.00	09/20/2018	
101-420-511-5405 R&M - buildings				Work done on Village Hall A/C	
930010585 Total:		2,453.79			
Emcor Services Team Mec		4,371.31			
FGM Architects FGM					
14-1815.02-5	8/13/2018	2,602.20	0.00	09/20/2018	
217-000-561-5340 Engineering				Professional services for PW yard expansion	
14-1815.02-5 Total:		2,602.20			
FGM Architects Total:		2,602.20			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Grainger				
GRAINGER				
9887940196	8/27/2018	25.80	0.00	09/20/2018
660-620-519-5730 Program supplies				Spray bottle and trigger
9887940196 Total:		25.80		
9888465862	8/28/2018	70.25	0.00	09/20/2018
660-620-519-5730 Program supplies				Sling drum for Water
9888465862 Total:		70.25		
9891558638	8/30/2018	21.30	0.00	09/20/2018
660-620-519-5730 Program supplies				Spray bottle
9891558638 Total:		21.30		
Grainger Total:		117.35		
Healy Asphalt Company, LLC				
HEALY				
15296	8/20/2018	542.34	0.00	09/20/2018
213-000-561-5490 R&M Road Repairs				UPM Cold patch material for pothole patching
15296 Total:		542.34		
Healy Asphalt Company, L		542.34		
Jimenez, Corazon				
JIMENEZ				
08302018	8/30/2018	380.00	0.00	09/20/2018
205-000-210-2430 Parks and Recs Control Deposi				Refund - Community Center rental
08302018 Total:		380.00		
Jimenez, Corazon Total:		380.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Landscape Concepts Management				
LANDSCAP				
149234	9/1/2018	2,835.00	0.00	09/20/2018
205-430-515-5250 Contract Maintenance				Landscaping maintenance
149234 Total:		2,835.00		
Landscape Concepts Mana		2,835.00		
Lawson Products Inc				
LAWSNPRO				
93006073359	8/25/2018	105.14	0.00	09/20/2018
660-620-519-5730 Program supplies				Nuts, washers for Water Dept
93006073359 Total:		105.14		
Lawson Products Inc Total		105.14		
Lee Jensen Sales Co				
LEEJEN				
181102	8/25/2018	1,830.00	0.00	09/20/2018
101-440-513-5730 Program supplies				Harness, hooks, lanyard for Forestry
181102 Total:		1,830.00		
181103	8/25/2018	732.00	0.00	09/20/2018
101-410-511-5730 Program supplies				Harness, hooks, lanyard for Shop
181103 Total:		732.00		
Lee Jensen Sales Co Total:		2,562.00		
Maine-Niles Association of Special Recreation				
MNASR				
16-530	8/27/2018	3,087.24	0.00	09/20/2018
205-580-515-5270 Purchased program services				Inclusion services for August B, 2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

16-530 Total:	3,087.24			
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Maine-Niles Association o	3,087.24			
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Menini Cartage Inc

MENICRT

48571

8/29/2018

1,469.76

0.00

09/20/2018

660-620-519-5760 Street materials - Aggregate

Gravel

48571 Total:	1,469.76			
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Menini Cartage Inc Total:	1,469.76			
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Midwest Meter Inc

MIDWESTM

0103848-IN

8/22/2018

19,900.00

0.00

09/20/2018

660-620-519-5796 Water system repair parts

DCU upgrades

0103848-IN Total:	19,900.00			
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Midwest Meter Inc Total:	19,900.00			
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NAPA

NAPA

2812-321299

8/13/2018

61.97

0.00

09/20/2018

101-440-513-5480 R&M - vehicles

Horn for Sweeper #2

2812-321299 Total:	61.97			
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2812-321534

8/14/2018

36.88

0.00

09/20/2018

205-430-515-5480 R&M - vehicles

Hydraulic filter for riding mower #2

2812-321534 Total:	36.88			
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2812-321982

8/17/2018

43.96

0.00

09/20/2018

101-300-512-5480 R&M - vehicles

Wiper blades for Squad #9

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
2812-321982 Total:		43.96			
2812-322405	8/20/2018	35.94	0.00	09/20/2018	
205-430-515-5480 R&M - vehicles				Mobil oil for Riding mower #2	
2812-322405 Total:		35.94			
NAPA Total:		178.75			
Orange Crush LLC					
ORANGCRH					
53748	6/20/2018	267.20	0.00	09/20/2018	
213-000-561-5490 R&M Road Repairs				Asphalt surface mix	
53748 Total:		267.20			
Orange Crush LLC Total:		267.20			
Printwell Printing					
PRINTWEL					
52948	8/24/2018	90.00	0.00	09/20/2018	
101-440-513-5730 Program supplies				Business cards	
52948 Total:		90.00			
Printwell Printing Total:		90.00			
Russo Power Equipment					
RUSSO					
5142978	6/22/2018	200.82	0.00	09/20/2018	
205-430-515-5480 R&M - vehicles				Belt-V	
5142978 Total:		200.82			
Russo Power Equipment T		200.82			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
Stanley Consultants, Inc.					
STANLEY					
1	7/31/2018	25,738.87	0.00	09/20/2018	
213-000-561-5340 Engineering				Touhy and Cicero intersection Phase 1	
1 Total:		25,738.87			
2	8/27/2018	22,299.77	0.00	09/20/2018	
213-000-561-5340 Engineering				Touhy and Cicero intersection Phase 1	
2 Total:		22,299.77			
Stanley Consultants, Inc. T		48,038.64			
Suburban Laboratories, Inc.					
SUBURB					
158398	8/31/2018	110.00	0.00	09/20/2018	
660-620-519-5320 Consulting				Coliform testing and disinfectant by products	
158398 Total:		110.00			
Suburban Laboratories, Inc		110.00			
Suburban Tree Consortium					
SUBURBAN					
0006706-IN	8/22/2018	575.00	0.00	09/20/2018	
101-440-513-5250 Landscaping services				Member dues 2019	
0006706-IN Total:		575.00			
Suburban Tree Consortium		575.00			
TKE Corporation					
TKECORP					
3004106813	9/1/2018	576.17	0.00	09/20/2018	
101-420-511-5405 R&M - buildings				PD elevator maintenance contract	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

	3004106813 Total:	576.17		
	TKE Corporation Total:	576.17		
Traffic Control & Protection				
TRAFFICC				
83689	8/27/2018	686.50	0.00	09/20/2018
101-440-513-5768	Street materials - signs & bar			Brackets for signs
	83689 Total:	686.50		
93713	8/28/2018	1,460.40	0.00	09/20/2018
101-440-513-5768	Street materials - signs & bar			Signs
	93713 Total:	1,460.40		
93714	8/28/2018	468.00	0.00	09/20/2018
101-440-513-5768	Street materials - signs & bar			Signs
	93714 Total:	468.00		
	Traffic Control & Protectio	2,614.90		
Vollmar Clay Products Company				
VOLLMER				
177913	8/13/2018	143.50	0.00	09/20/2018
101-440-513-5730	Program supplies			PVC Pipes
	177913 Total:	143.50		
177944	8/15/2018	1,311.50	0.00	09/20/2018
101-440-513-5730	Program supplies			Portland, concrete mix, PVC for Streets
	177944 Total:	1,311.50		
	Vollmar Clay Products Com	1,455.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Work' N Gear, LLC				
WRKNGEAR				
HA99217	8/20/2018	155.00	0.00	09/20/2018
660-620-519-5070 Uniform allowance				Clothing allowance
HA99217 Total:		155.00		
HA99219	8/20/2018	323.93	0.00	09/20/2018
205-430-515-5070 Uniform allowance				Clothing allowance
HA99219 Total:		323.93		
Work' N Gear, LLC Total:		478.93		
Report Total:		95,112.00		

Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Amazon				
AMAZON				
444649493755	8/1/2018	404.45	0.00	09/20/2018
101-440-513-5480 R&M - vehicles				Truck hitch
444649493755 Total:		404.45		
455499788955	7/30/2018	7.44	0.00	09/20/2018
101-200-511-5799 Other materials & supplies				Staples
455499788955 Total:		7.44		
464365987999	8/7/2018	-50.00	0.00	09/20/2018
101-200-511-5799 Other materials & supplies				Raffle prize for employee appreciation/credit
464365987999 Total:		-50.00		
464385857665	8/2/2018	50.00	0.00	09/20/2018
101-200-511-5799 Other materials & supplies				Raffle prize for employee appreciation
464385857665 Total:		50.00		
466693894335	7/23/2018	174.99	0.00	09/20/2018
101-240-517-5700 Office supplies				Monitor
466693894335 Total:		174.99		
559997595775	8/2/2018	50.00	0.00	09/20/2018
101-200-511-5799 Other materials & supplies				Raffle prize for employee appreciation
559997595775 Total:		50.00		
599777353986	7/31/2018	13.99	0.00	09/20/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
101-200-511-5799 Other materials & supplies				Raffle prize employee appreciation	
599777353986 Total:		13.99			
653935344765	7/25/2018	20.99	0.00	09/20/2018	
101-400-511-5700 Office supplies				Cork board	
653935344765 Total:		20.99			
667674344855	8/2/2018	39.95	0.00	09/20/2018	
101-440-513-5480 R&M - vehicles				Action pump for oil	
667674344855 Total:		39.95			
696793794594	7/31/2018	5.98	0.00	09/20/2018	
101-200-511-5799 Other materials & supplies				Napkins for Employee appreciation	
696793794594 Total:		5.98			
774987943687	7/23/2018	399.00	0.00	09/20/2018	
101-250-511-6530 Equipment - data processing				Switch for pool	
774987943687 Total:		399.00			
83855346644	7/20/2018	129.99	0.00	09/20/2018	
101-250-511-6530 Equipment - data processing				Hard drive	
83855346644 Total:		129.99			
845989576747	7/31/2018	117.45	0.00	09/20/2018	
101-200-511-5799 Other materials & supplies				Raffle prize employee appreciation	
845989576747 Total:		117.45			
943379969346	7/17/2018	85.99	0.00	09/20/2018	
101-410-511-5730 Program supplies				Battery	
943379969346 Total:		85.99			
998445395679	7/31/2018	326.12	0.00	09/20/2018	
101-200-511-5799 Other materials & supplies				Office supplies for employee appreciation	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

998445395679 Total:	326.12			
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Amazon Total:	1,776.34			
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American First Aid Services

AFAS INC

67638	8/9/2018	35.00	0.00	09/20/2018
101-200-511-5599 Other contractual				First Aid box - Village Hall break room

67638 Total:	35.00			
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American First Aid Service	35.00			
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Avalon Petroleum

AVALON

19344	7/24/2018	1,007.61	0.00	09/20/2018
101-350-512-5670 Fuel				Fuel usage
19344	7/24/2018	983.81	0.00	09/20/2018
101-440-513-5670 Fuel				Fuel usage
19344	7/24/2018	585.84	0.00	09/20/2018
205-430-515-5670 Fuel				Fuel usage
19344	7/24/2018	782.74	0.00	09/20/2018
660-620-519-5670 Fuel				Fuel usage

19344 Total:	3,360.00			
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463159	7/24/2018	28.74	0.00	09/20/2018
101-240-517-5670 Fuel				Fuel usage
463159	7/24/2018	2,404.96	0.00	09/20/2018
101-300-512-5670 Fuel				Fuel usage
463159	7/24/2018	19.77	0.00	09/20/2018
101-350-512-5670 Fuel				Fuel usage
463159	7/24/2018	34.80	0.00	09/20/2018
101-410-511-5670 Fuel				Fuel usage
463159	7/24/2018	116.53	0.00	09/20/2018
101-420-511-5670 Fuel				Fuel usage
463159	7/24/2018	435.28	0.00	09/20/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
101-440-513-5670 Fuel				Fuel usage
463159	7/24/2018	410.76	0.00	09/20/2018
205-430-515-5670 Fuel				Fuel usage
463159	7/24/2018	259.16	0.00	09/20/2018
660-620-519-5670 Fuel				Fuel usage
463159 Total:		3,710.00		
Avalon Petroleum Total:		7,070.00		
Bell Fuels, Inc. BELLFUEL				
272308	6/27/2018	514.55	0.00	09/20/2018
101-350-512-5670 Fuel				Fuel for generator
272308 Total:		514.55		
Bell Fuels, Inc. Total:		514.55		
Business Only Broadband BUSONLY				
89159	9/1/2018	250.00	0.00	09/20/2018
101-250-511-5580 Telephone				Back up connection - Internet access
89159 Total:		250.00		
89160	9/1/2018	250.00	0.00	09/20/2018
101-250-511-5580 Telephone				Wireless alarm - Internet access
89160 Total:		250.00		
Business Only Broadband		500.00		
D'Original Juzz Dance Group DORIGINA				
7102018	7/10/2018	2,047.50	0.00	09/20/2018
205-503-515-5270 Purchased program services				June Drop in collected

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
	7102018 Total:	2,047.50			
	D'Original Juzz Dance Gro	2,047.50			
Elkhatib, Miriam					
ELKHATIB					
083118	8/31/2018	150.00	0.00	09/20/2018	
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes	
	083118 Total:	150.00			
	Elkhatib, Miriam Total:	150.00			
Engelstein, Shirley					
ENGELSTE					
SE08302018	8/30/2018	300.00	0.00	09/20/2018	
101-100-511-5270 Purchased program services				Art Gallery Invoice Sept/Oct	
	SE08302018 Total:	300.00			
	Engelstein, Shirley Total:	300.00			
General Code, LLC					
GENERAL					
PG00015917	8/14/2018	2,669.50	0.00	09/20/2018	
101-110-511-5550 Ordinance codification				Supplement No 39 Updates to Village Code	
	PG00015917 Total:	2,669.50			
	General Code, LLC Total:	2,669.50			
Great Lakes Coca Cola Distribution					
GREATLAC					
715208039	8/21/2018	299.52	0.00	09/20/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
101-210-511-5700 Office supplies				Pop for PW pop machine
715208039 Total:		299.52		
Great Lakes Coca Cola Dis		299.52		
Groot Recycling & Waste Services				
GROOT				
2176822	8/1/2018	58,269.98	0.00	09/20/2018
101-440-514-5230 Garbage & recycling				3092-291565/Community pick up
2176822 Total:		58,269.98		
2176824	8/1/2018	3,242.54	0.00	09/20/2018
101-440-514-5230 Garbage & recycling				3092-205762/Multi family pickup
2176824 Total:		3,242.54		
2280629	9/1/2018	1,254.28	0.00	09/20/2018
101-440-514-5230 Garbage & recycling				3092-182468/Public Works
2280629 Total:		1,254.28		
2280630	9/1/2018	3,194.69	0.00	09/20/2018
101-440-514-5230 Garbage & recycling				3092-156409/Public Works
2280630 Total:		3,194.69		
2282361	9/1/2018	59,991.68	0.00	09/20/2018
101-440-514-5230 Garbage & recycling				3092-291565/Community pick up
2282361 Total:		59,991.68		
2282362	9/1/2018	760.32	0.00	09/20/2018
101-440-514-5230 Garbage & recycling				3092-199164/School District 74
2282362 Total:		760.32		
2282363	9/1/2018	3,338.68	0.00	09/20/2018
101-440-514-5230 Garbage & recycling				3092-205762/Multi family pick up

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

2282363 Total:	3,338.68			
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Groot Recycling & Waste S	130,052.17			
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Halogen HALOGEN 00525256	8/24/2018	199.05	0.00	09/20/2018
205-560-515-5630 Chemicals - swimming pool				Pool filter room supply

00525256 Total:	199.05			
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Halogen Total:	199.05			
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HMO Healthcare Service Corporation HMO September,2018	8/17/2018	1,462.11	0.00	09/20/2018
102-000-210-2027 Health insurance premium with				Employee Health Insurance HMO/September 2018

September,2018 Total:	1,462.11			
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HMO Healthcare Service C	1,462.11			
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IL Municipal Retirement Fund ZZIMRF Aug-18	8/31/2018	23,267.82	0.00	09/20/2018
102-000-210-2023 Employee IMRF withholding				Monthly Employer/August
Aug-18	8/31/2018	51,977.84	0.00	09/20/2018
102-000-210-2023 Employee IMRF withholding				Monthly Employee/August

Aug-18 Total:	75,245.66			
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IL Municipal Retirement F	75,245.66			
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Impact Networking, LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
IMPACT				
11497979	8/28/2018	17.00	0.00	09/20/2018
205-571-515-5730 Program supplies				Community Center copier/8/29-9/28
11497979 Total:		17.00		
1195304	8/23/2018	232.07	0.00	09/20/2018
660-610-519-5340 Maintenance Agreement Expen				Copier/PW
1195304	8/23/2018	232.07	0.00	09/20/2018
205-500-515-5440 R&M - office equipment				Copier/Parks
1195304	8/23/2018	232.08	0.00	09/20/2018
101-000-210-2650 Contractor Permits Payable				Copier/Fire
1195304	8/23/2018	565.08	0.00	09/20/2018
101-210-511-5440 R&M - office equipment				Copier/Police, Finance, Admin
1195304 Total:		1,261.30		
Impact Networking, LLC T		1,278.30		
Kelly Services, Inc.				
KELLYSER				
32031665	8/13/2018	648.00	0.00	09/20/2018
101-400-511-5039 Other contract labor				Temporary support for PW Dept
32031665 Total:		648.00		
Kelly Services, Inc. Total:		648.00		
Konstantellos, Konstantinos				
KONSTANT				
VLR18-03917	7/10/2018	50.00	0.00	09/20/2018
101-000-410-4201 License - passenger car				Duplicate vehicle sticker purchased
VLR18-03917 Total:		50.00		
Konstantellos, Konstantino		50.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
Lowe's Business Acc/GECF					
LOWES					
8377585	8/27/2018	156.16	0.00	09/20/2018	
101-350-512-5799 Other materials & supplies				Outlets, electrical plugs, velcro	
8377585 Total:		156.16			
Lowe's Business Acc/GEC		156.16			
Malnati Organization					
MALNATI					
699733	8/21/2018	192.95	0.00	09/20/2018	
101-100-511-5840 Meals				Dinner Village Board meeting/8/21/18	
699733 Total:		192.95			
Malnati Organization Total		192.95			
Paramedic Services of Illinois					
PARAMEDI					
5529	9/1/2018	240,382.66	0.00	09/20/2018	
101-350-512-5220 Fire protection				Services rendered month ended 9/30/2018	
5529 Total:		240,382.66			
Paramedic Services of Illin		240,382.66			
Sam's Club					
SAMSCCL					
000923	8/23/2018	61.09	0.00	09/20/2018	
205-571-515-5730 Program supplies				Community Center supplies	
000923	8/23/2018	29.96	0.00	09/20/2018	
205-530-515-5730 Program supplies				Day camp supplies	
000923	8/23/2018	107.29	0.00	09/20/2018	
205-520-515-5645 Concessions & food				Club Kid snacks	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
000923 Total:		198.34		
Sam's Club Total:		198.34		
Stanley Consultants, Inc.				
STANLEY				
11	8/30/2018	4,723.55	0.00	09/20/2018
454-000-561-5340 Engineering				Touhy Overpass construction Phase III
11 Total:		4,723.55		
Stanley Consultants, Inc. T		4,723.55		
Velasquez, Anna				
VELASQUE				
082918	8/29/2018	84.00	0.00	09/20/2018
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class
082918 Total:		84.00		
Velasquez, Anna Total:		84.00		
Zoll Data System				
ZOLLDATA				
INV00022017	6/15/2018	4,335.60	0.00	09/20/2018
101-350-512-5330 Data processing				Hosted billing plus, managed services for ambulance billing
INV00022017 Total:		4,335.60		
Zoll Data System Total:		4,335.60		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Report Total:		474,370.96		

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number	Description				
Cassidy Tire					
CASSIDYT					
708003969	8/29/2018	150.00	0.00	09/20/2018	
101-300-512-5480 R&M - vehicles					Tires for Squad #217
708003969 Total:		150.00			
Cassidy Tire Total:		150.00			
Dragon's Youth Soccer Club					
DRAGON					
0002007	8/31/2018	1,953.00	0.00	09/20/2018	
205-505-410-4409 Adult League Fees					Summer Soccer Camp
0002007 Total:		1,953.00			
Dragon's Youth Soccer Clu		1,953.00			
Galls Incorporated					
GALLS					
010581414	8/7/2018	177.99	0.00	09/20/2018	
101-300-512-5070 Uniform allowance					Uniform items
010581414 Total:		177.99			
Galls Incorporated Total:		177.99			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Got Laundry Chicago?, Inc.				
GOTLAUND				
N313971	7/5/2018	73.00	0.00	09/20/2018
101-300-512-5730 Program supplies				Dry clean cell blankets
N313971 Total:		73.00		
N314046	6/21/2018	73.00	0.00	09/20/2018
101-300-512-5730 Program supplies				Dry clean cell blankets
N314046 Total:		73.00		
N314324	7/19/2018	25.00	0.00	09/20/2018
101-300-512-5730 Program supplies				Dry clean cell blankets
N314324 Total:		25.00		
N314480	7/26/2018	17.00	0.00	09/20/2018
101-300-512-5730 Program supplies				Dry clean cell blankets
N314480 Total:		17.00		
N314946	8/16/2018	49.00	0.00	09/20/2018
101-300-512-5730 Program supplies				Dry clean cell blankets
N314946 Total:		49.00		
N314988	8/23/2018	17.00	0.00	09/20/2018
101-300-512-5730 Program supplies				Dry clean cell blankets
N314988 Total:		17.00		
N315087	8/10/2018	33.00	0.00	09/20/2018
101-300-512-5730 Program supplies				Dry clean cell blankets
N315087 Total:		33.00		
N315230	8/2/2018	25.00	0.00	09/20/2018
101-300-512-5730 Program supplies				Dry clean cell blankets
N315230 Total:		25.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Got Laundry Chicago?, Inc		312.00		
Graham C-Stores Company				
GRAHAM				
INV-110955	9/6/2018	625.00	0.00	09/20/2018
101-300-512-5480 R&M - vehicles				Car washes - May thru July 2018
INV-110955 Total:		625.00		
Graham C-Stores Company		625.00		
Halogen				
HALOGEN				
00525614	8/31/2018	547.20	0.00	09/20/2018
205-560-515-5405 R&M - buildings				Pool filter room supply
00525614 Total:		547.20		
00525692	9/4/2018	1,583.00	0.00	09/20/2018
205-560-515-5405 R&M - buildings				Pool chemicals
00525692 Total:		1,583.00		
Halogen Total:		2,130.20		
Illinois Homicide Investigators Association				
IHIA				
INV82718	8/27/2018	675.00	0.00	09/20/2018
101-300-512-5810 Conference & meeting registrat				Investigator's Association Conference
INV82718 Total:		675.00		
Illinois Homicide Investiga		675.00		

Kieca, Michael

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
KIECA				
REIM091718LNM	9/17/2018	75.00	0.00	09/20/2018
101-300-512-5840 Meals				Reimburse - Meals
	REIM091718LNM Total:	75.00		
	Kieca, Michael Total:	75.00		
Klauss, Mathis				
KLAUSSM				
090518	9/5/2018	220.00	0.00	09/20/2018
205-000-210-2430 Parks and Recs Control Deposi				Refund Pool rental
	090518 Total:	220.00		
	Klauss, Mathis Total:	220.00		
Koscak, David				
KOSCAK				
090418	9/4/2018	301.50	0.00	09/20/2018
205-000-210-2430 Parks and Recs Control Deposi				Refund - Club Kid
	090418 Total:	301.50		
	Koscak, David Total:	301.50		
Letson, Andrew				
LETSONAN				
REIM082918ALL	8/29/2018	690.51	0.00	09/20/2018
101-400-511-5830 Lodging				Reimburse - Conference/Lodging
	REIM082918ALL Total:	690.51		
REIM082918ALT	8/29/2018	102.52	0.00	09/20/2018
101-400-511-5850 Purchased Transportation				Reimburse - Conference/Transportation

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
REIM082918ALT Total:		102.52		
Letson, Andrew Total:		793.03		
North East Multi-Regional Training				
NORTHEST				
240440	8/21/2018	200.00	0.00	09/20/2018
101-300-512-5590 Training				Training/PD
240440 Total:		200.00		
240448	8/21/2018	200.00	0.00	09/20/2018
101-300-512-5590 Training				Training/PD
240448 Total:		200.00		
240988	8/31/2018	350.00	0.00	09/20/2018
101-300-512-5590 Training				Training/PD
240988 Total:		350.00		
North East Multi-Regional		750.00		
Nunez, Luis				
NUNEZL				
REIM091718LNM	9/17/2018	75.00	0.00	09/20/2018
101-300-512-5840 Meals				Reimburse/Meals/Training
REIM091718LNM Total:		75.00		
Nunez, Luis Total:		75.00		
TransUnion Risk and Alternative				
TRANSUN				
55681183118	9/1/2018	38.50	0.00	09/20/2018
101-300-512-5399 Other professional services				System for Background research

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

55681183118 Total:	38.50			
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TransUnion Risk and Alter	38.50			
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U.S. FoodService, Inc.

USFOODSE

2133737

8/28/2018

1,290.81

0.00

09/20/2018

205-560-515-5645 Concessions & food

Concession stand food

2133737 Total:	1,290.81			
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U.S. FoodService, Inc. Tot	1,290.81			
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Welding Supply Inc.

WELDINGS

808090

8/31/2018

6.82

0.00

09/20/2018

205-571-515-5730 Program supplies

Helium Tank - August rental

808090

8/31/2018

6.82

0.00

09/20/2018

101-350-512-5730 Program supplies

Argon Tank - August rental

808090 Total:	13.64			
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Welding Supply Inc. Total:	13.64			
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Report Total:	9,580.67			
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Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Accela Inc. #774375				
ACCELA				
INV-ACC4720	6/27/2018	9,375.00	0.00	09/20/2018
101-250-511-5340 Maintenance Agreement Expen				Annual Maintenance for Land and License program
INV-ACC4720	6/27/2018	10,000.00	0.00	09/20/2018
660-610-519-5340 Maintenance Agreement Expen				Annual Maintenance for Land and License program
INV-ACC4720	6/27/2018	-5,893.00	0.00	09/20/2018
101-000-210-2650 Contractor Permits Payable				Annual Maintenance for Land and License program
INV-ACC4720 Total:		13,482.00		
Accela Inc. #774375 Total:		13,482.00		
Active Electrical Supply Co. Inc. & Fox Lighting				
ACTIVELE				
10523839-00	8/29/2018	57.32	0.00	09/20/2018
101-440-513-5290 Street lights & traffic signal				Wire stripper and parts for street lights
10523839-00 Total:		57.32		
Active Electrical Supply C		57.32		
Air One Equipment				
AIRONE				
135567	9/1/2018	897.60	0.00	09/20/2018
101-350-512-5430 R&M - Fire & EMS equipmen				Air mask, fit test & replacement

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
135567 Total:		897.60			
135569	9/1/2018	40.00	0.00	09/20/2018	
101-350-512-5430 R&M - Fire & EMS equipmen				Fit test	
135569	9/1/2018	40.00	0.00	09/20/2018	
101-350-512-5430 R&M - Fire & EMS equipmen				Fit test	
135569 Total:		80.00			
Air One Equipment Total:		977.60			
Allied Garage Door, Inc.					
ALLGAR					
116966	8/29/2018	1,937.58	0.00	09/20/2018	
101-420-511-5405 R&M - buildings				Repair work for Fire House door	
116966 Total:		1,937.58			
Allied Garage Door, Inc. T		1,937.58			
Bornquist Inc					
BORNQUIS					
5438255	8/20/2018	25.75	0.00	09/20/2018	
101-420-511-5405 R&M - buildings				Body gasket for Village Hall	
5438255 Total:		25.75			
Bornquist Inc Total:		25.75			
Canon Solutions America, Inc					
CANONSOL					
989075865	10/4/2018	298.84	0.00	09/20/2018	
101-210-511-5440 R&M - office equipment				Maintenance for plotter - Sept	
989075865 Total:		298.84			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Canon Solutions America,		298.84		
City of Chicago Dept of Water CTYOFCHI				
430883-430883	9/7/2018	122,648.91	0.00	09/20/2018
660-620-519-5790 Water purchases				Water - 7/12/18-8/10/18
430883-430883 Total:		122,648.91		
430884-430884	9/7/2018	106,458.90	0.00	09/20/2018
660-620-519-5790 Water purchases				Water - 7/12/18-8/10/18
430884-430884 Total:		106,458.90		
City of Chicago Dept of W		229,107.81		
Classic Design Awards CLASSICD				
181147	8/31/2018	47.40	0.00	09/20/2018
101-100-511-5799 Other materials & supplies				Name plate for Award
181147 Total:		47.40		
181164	9/6/2018	14.00	0.00	09/20/2018
101-100-511-5799 Other materials & supplies				Brass plates for award
181164 Total:		14.00		
Classic Design Awards Tot		61.40		
ClientFirst Consulting Group, LLC CLIENTFI				
9117	7/31/2018	595.00	0.00	09/20/2018
101-000-210-2650 Contractor Permits Payable				IT Support/CD
9117	7/31/2018	21.25	0.00	09/20/2018
101-250-511-5320 Consulting				IT Support/CD

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
9117 Total:		616.25		
9118	7/31/2018	276.25	0.00	09/20/2018
660-620-519-5320 Consulting				IT Support/PW
9118 Total:		276.25		
9119	7/31/2018	280.00	0.00	09/20/2018
101-250-511-5320 Consulting				Strategic Plan
9119 Total:		280.00		
9120	7/31/2018	85.00	0.00	09/20/2018
101-250-511-5320 Consulting				Pool setup shutdown
9120 Total:		85.00		
9121	7/31/2018	8,002.50	0.00	09/20/2018
101-250-511-5320 Consulting				IT Support
9121 Total:		8,002.50		
ClientFirst Consulting Gro		9,260.00		
Eterno Attorney at Law, David ETERNO				
12214	9/1/2018	47.50	0.00	09/20/2018
101-230-511-5399 Other professional services				Off site docket review 8/27
12214	9/1/2018	675.00	0.00	09/20/2018
101-230-511-5399 Other professional services				On Site Hearings 8/28
12214 Total:		722.50		
Eterno Attorney at Law, D		722.50		
First Advantage Occ Health Svcs FIRSTADV				
2517631807	7/31/2018	31.09	0.00	09/20/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
101-200-511-5599 Other contractual				Drug test for employee	
2517631807 Total:		31.09			
First Advantage Occ Health		31.09			
GFOA					
GFOA					
09102018	9/10/2018	435.00	0.00	09/20/2018	
101-210-511-5730 Program supplies				GFOA CAFR application fee	
09102018 Total:		435.00			
GFOA Total:		435.00			
Grainger					
GRAINGER					
9896122133	9/5/2018	91.50	0.00	09/20/2018	
660-620-519-5730 Program supplies				Fuses for PW air conditioner	
9896122133 Total:		91.50			
Grainger Total:		91.50			
IRMA					
IRMA					
7319439	9/5/2018	50.00	0.00	09/20/2018	
660-620-519-5590 Training				Work Zone Safety class	
7319439 Total:		50.00			
7319440	9/5/2018	50.00	0.00	09/20/2018	
660-620-519-5590 Training				Work Zone Safety class	
7319440 Total:		50.00			
7319441	9/5/2018	50.00	0.00	09/20/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number				Description	
101-440-513-5590 Training				Work Zone Safety class	
7319441 Total:		50.00			
7349442	9/5/2018	50.00	0.00	09/20/2018	
101-440-513-5590 Training				Work Zone Safety class	
7349442 Total:		50.00			
IRMA Total:		200.00			
Kelly Services, Inc.					
KELLYSER					
30025340	7/30/2018	624.00	0.00	09/20/2018	
101-400-511-5039 Other contract labor				Temporary support for PW Dept	
30025340 Total:		624.00			
31029748	8/6/2018	648.00	0.00	09/20/2018	
101-400-511-5039 Other contract labor				Temporary support for PW Dept	
31029748 Total:		648.00			
33045679	8/20/2018	600.00	0.00	09/20/2018	
101-400-511-5039 Other contract labor				Temporary support for PW Dept	
33045679 Total:		600.00			
34048818	8/27/2018	600.00	0.00	09/20/2018	
101-400-511-5039 Other contract labor				Temporary support for PW Dept	
34048818 Total:		600.00			
Kelly Services, Inc. Total:		2,472.00			
Lowe's Business Acc/GECE					
LOWES					
01371	8/28/2018	36.78	0.00	09/20/2018	
205-430-515-5730 Program supplies				Sheating for Proesel Park	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
01371 Total:		36.78		
01376	8/29/2018	47.48	0.00	09/20/2018
101-420-511-5680 Landscaping supplies				Plants for Village Hall
01376 Total:		47.48		
02016	8/31/2018	22.28	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Squeegee for Buildings
02016 Total:		22.28		
02177	8/22/2018	99.69	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Grout, raid for PD
02177 Total:		99.69		
02191	8/22/2018	10.20	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Odor valve for PD
02191 Total:		10.20		
02215	8/22/2018	29.75	0.00	09/20/2018
101-440-513-5730 Program supplies				Angles for Streets
02215 Total:		29.75		
02264	8/23/2018	417.38	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Drywall, track, hammer drill
02264 Total:		417.38		
02298	8/23/2018	37.19	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Blades for shelves
02298 Total:		37.19		
02307	8/23/2018	10.15	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Steel wall mounting shelving
02307 Total:		10.15		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
02328	8/23/2018	129.27	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Multi tools for Bldg shelves
02328 Total:		129.27		
02356	9/4/2018	174.23	0.00	09/20/2018
660-620-519-5730 Program supplies				Tee, pipe, coupling for sewers
02356 Total:		174.23		
02415	8/24/2018	27.01	0.00	09/20/2018
205-430-515-5730 Program supplies				Spray paint for Parks
02415 Total:		27.01		
02444	9/5/2018	34.78	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Seal tool kit, faucet hole for PD
02444 Total:		34.78		
02716	8/28/2018	105.06	0.00	09/20/2018
205-430-515-5730 Program supplies				Spray cans, wire for garbage cans
02716 Total:		105.06		
02717	8/28/2018	54.31	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Stone cleaner, nozzle for PD
02717 Total:		54.31		
02730	8/28/2018	-54.48	0.00	09/20/2018
205-430-515-5730 Program supplies				Return
02730 Total:		-54.48		
07104	8/22/2018	8.54	0.00	09/20/2018
101-420-511-5405 R&M - buildings				Cleaner for PD
07104 Total:		8.54		
18678	9/4/2018	-15.84	0.00	09/20/2018
660-620-519-5730 Program supplies				Tax refund

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
18678 Total:		-15.84		
2527908	9/5/2018	94.05	0.00	09/20/2018
101-350-512-5770 Training supplies				Celing fan kit
2527908 Total:		94.05		
Lowe's Business Acc/GEC		1,267.83		
Martin Implement Sales Inc				
MARTINIM				
R18135	8/27/2018	1,534.50	0.00	09/20/2018
101-440-514-6599 Equipment - other				Utility grader rental
R18135 Total:		1,534.50		
R18148	8/28/2018	-139.50	0.00	09/20/2018
101-440-514-6599 Equipment - other				Credit
R18148 Total:		-139.50		
Martin Implement Sales In		1,395.00		
MGP, Inc.				
MGPINC				
4221	8/31/2018	909.15	0.00	09/20/2018
101-250-511-5599 Other contractual				GIS Staffing services
4221	8/31/2018	909.15	0.00	09/20/2018
101-000-210-2650 Contractor Permits Payable				GIS Staffing services
4221	8/31/2018	1,818.28	0.00	09/20/2018
660-620-519-5599 Other contractual				GIS Staffing services
4221 Total:		3,636.58		
MGP, Inc. Total:		3,636.58		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Neofunds				
NEOFUNDS				
NEO090118	9/1/2018	11.97	0.00	09/20/2018
101-210-511-5720 Postage				Neopost postage
NEO090118	9/1/2018	380.51	0.00	09/20/2018
101-210-511-5720 Postage				Neopost postage
NEO090118	9/1/2018	182.70	0.00	09/20/2018
101-210-511-5720 Postage				Neopost postage
NEO090118	9/1/2018	56.98	0.00	09/20/2018
101-210-511-5720 Postage				Neopost postage
NEO090118	9/1/2018	165.66	0.00	09/20/2018
205-500-515-5720 Postage				Neopost postage
NEO090118	9/1/2018	46.26	0.00	09/20/2018
101-210-511-5720 Postage				Neopost postage
NEO090118	9/1/2018	6.67	0.00	09/20/2018
101-210-511-5720 Postage				Neopost postage
NEO090118	9/1/2018	1,649.25	0.00	09/20/2018
660-610-519-5720 Postage				Neopost postage
NEO090118 Total:		2,500.00		
Neofunds Total:		2,500.00		
North Suburban Employee Benefit				
NSEBENEF				
August,2018	9/4/2018	111,322.00	0.00	09/20/2018
102-000-210-2027 Health insurance premium with				PPO - August 2018
August,2018 Total:		111,322.00		
North Suburban Employee		111,322.00		
Planned Forest Solutions LLC				
PLANNED				
168282	9/4/2018	1,345.68	0.00	09/20/2018
101-400-511-5039 Other contract labor				Nuisance tree removal permits

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
168282 Total:		1,345.68		
Planned Forest Solutions L		1,345.68		
ProSafety PROSAFET 2/852300	7/31/2018	951.45	0.00	09/20/2018
101-440-513-5730 Program supplies				Safety Glasses, gloves, safety supplies
2/852300 Total:		951.45		
2/852950	8/31/2018	516.00	0.00	09/20/2018
101-440-513-5730 Program supplies				Rainsuits
2/852950 Total:		516.00		
ProSafety Total:		1,467.45		
Verizon Wireless VERIZON 9813214004	8/21/2018	91.88	0.00	09/20/2018
101-000-210-2650 Contractor Permits Payable				Verizon data charges
9813214004	8/21/2018	106.43	0.00	09/20/2018
660-610-519-5580 Telephone				Verizon data charges
9813214004	8/21/2018	1,228.50	0.00	09/20/2018
101-250-511-5580 Telephone				Verizon data charges
9813214004 Total:		1,426.81		
9813214005	8/21/2018	626.78	0.00	09/20/2018
101-210-511-5580 Telephone				Phone charges
9813214005	8/21/2018	32.97	0.00	09/20/2018
205-508-515-5580 Telephone				Phone charges
9813214005	8/21/2018	26.75	0.00	09/20/2018
205-520-515-5580 Telephone				Phone charges
9813214005	8/21/2018	58.29	0.00	09/20/2018
205-530-515-5580 Telephone				Phone charges

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

9813214005	8/21/2018	30.59	0.00	09/20/2018
205-560-515-5580 Telephone				Phone charges
9813214005	8/21/2018	1.74	0.00	09/20/2018
205-550-515-5270 Purchased program services				Phone charges
9813214005	8/21/2018	28.10	0.00	09/20/2018
101-000-210-2650 Contractor Permits Payable				Phone charges
9813214005	8/21/2018	65.56	0.00	09/20/2018
660-610-519-5580 Telephone				Phone charges
9813214005	8/21/2018	-100.00	0.00	09/20/2018
101-210-511-5580 Telephone				Phone charges
9813214005 Total:		770.78		
Verizon Wireless Total:		2,197.59		
Village of Skokie				
VILLSKOK				
52235	9/1/2018	64,469.25	0.00	09/20/2018
101-300-512-5398 911 combined comm. contract				August E911 Dispatch services
52235 Total:		64,469.25		
Village of Skokie Total:		64,469.25		
Wells Fargo Vendor Fin Serv				
GECAPITA				
68723550	8/26/2018	232.43	0.00	09/20/2018
660-610-519-5340 Maintenance Agreement Expen				Copier - PW
68723550	8/26/2018	269.95	0.00	09/20/2018
205-500-515-5440 R&M - office equipment				Copier - Parks
68723550	8/26/2018	232.44	0.00	09/20/2018
101-000-210-2650 Contractor Permits Payable				Copier - Fire
68723550	8/26/2018	697.36	0.00	09/20/2018
101-210-511-5440 R&M - office equipment				Copier - PD, Finance,
68723550 Total:		1,432.18		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
Wells Fargo Vendor Fin Se		1,432.18		
Woodward Printing Services				
WOODWARD				
48824	9/4/2018	1,925.74	0.00	09/20/2018
101-100-511-5565 Village Newsletter				Printing/Connection newsletter/Sept/Oct
48824 Total:		1,925.74		
Woodward Printing Service		1,925.74		
Zoll Medical Corporation GPO				
ZOLLMEDC				
90026325	8/27/2018	6,683.75	0.00	09/20/2018
101-350-512-5430 R&M - Fire & EMS equipmen				Extended warranty & preventative maintenance on monitors
90026325 Total:		6,683.75		
Zoll Medical Corporation G		6,683.75		
Report Total:		458,803.44		

Request For Board Action

REFERRED TO BOARD: September 20, 2018

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Solid Waste Agency of Northern Cook County (SWANCC) is a non-profit, intergovernmental agency, that has provided solid waste management services, programs and resource materials to its 23 member communities since 1988. SWANCC's focus is to reduce the volume and toxicity of solid waste through responsible waste reduction solutions and includes collections for special materials. Only residents who live in a SWANCC member community are eligible to participate in the Agency's programs.

SWANCC provides member residents with a variety of waste reduction and recycling services, programs and resource materials. These include collections for special materials that cannot go into the curb side recycling cart or should not go into the garbage due to toxicity or recoverability, such as: computer and electronics, prescription drugs and sharps, compact fluorescent light (CFL) bulbs, mercury thermometers, holiday lights and batteries.

The Agency is governed by a Board of Directors comprised of one Director elected by each member municipality. Each municipality also elects one or more Alternate Directors.

The Board of Directors establishes general policies of the Agency, makes all appropriations, approves contracts for solid waste disposal and all Project Use Agreements, adopts resolutions providing for the issuance of bonds or notes by the Agency, adopts by-laws, rules and regulations and exercises these powers and duties as outlined in the Agency By-Laws or the Agency Agreement.

The Village Board previously approved an Alternate and Director at the August 21, 2018 Board meeting. Following that meeting, SWANCC informed the Village that one delegate must be an elected official of the Village. The attached Resolution establishes Robert Merkel, Finance Director as the Alternate Director and establishes Jean Ikezoe-Halevi, Village Trustee, as its Director for the SWANCC Board.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution

RECOMMENDED MOTION:

Move to approve a Resolution appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-

**A RESOLUTION APPOINTING A DIRECTOR AND
AN ALTERNATE DIRECTOR TO THE BOARD OF DIRECTORS OF
THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY**

WHEREAS, the Village is a member of the Solid Waste Agency of Northern Cook County ("**SWANCC**"); and

WHEREAS, pursuant to the agreement establishing SWANCC ("**Agreement**"), SWANCC is to be governed by a Board of Directors that is composed of certain elected or administrative officials of the municipalities that are members of SWANCC; and

WHEREAS, the Agreement provides that each member municipality of SWANCC is entitled to appoint a Director and at least one Alternate Director to the SWANCC Board of Directors; and

WHEREAS, the Village President and Board of Trustees has determined that it will serve and be in the best interests of the Village to appoint a Director and an Alternate Director to the SWANCC Board of Directors;

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. APPOINTMENT OF DIRECTOR AND ALTERNATE DIRECTOR. The President and Board of Trustees hereby appoint Jean Ikezoe-Halevi, Village Trustee, as Director to the SWANCC Board of Directors, and Robert Merkel, Finance Director, as Alternate Director to the SWANCC Board of Directors, each for the period through and including August 21, 2020, or until their respective successors are appointed.

SECTION 3. DELIVERY OF RESOLUTION. The Village Clerk is hereby authorized and directed to deliver certified copies of this Resolution to the Executive Director of SWANCC, 2700 Patriot Boulevard, Suite 110, Glenview, Illinois 60026.

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

Request For Board Action

REFERRED TO BOARD: September 20, 2018

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving an Amendment to the Collective Bargaining Agreement Between the Village and the Teamsters Local 700

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On June 5, 2018, the Village Board approved a collective bargaining agreement ("CBA") between the Village and Teamsters Local 700 ("Union") from May 1, 2018 through April 30, 2021. On June 27, 2018, the United States Supreme Court ("Supreme Court") issued a decision on the case of Janus v AFSCME District Council in which it held that fair share clauses in public sector collective bargaining agreements are unconstitutional. In light of the change due to the Supreme Court's decision the Village and Union have negotiated an Amendment to the CBA that reflects these changes and the parties' responsibilities in terms of dues paying membership.

The Village currently does not have any employees in positions who are considered "fair share" and would be immediately impacted by the proposed Amendment.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Amendment to Collective Bargaining Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving an Amendment to the Collective Bargaining Agreement between the Village and the Teamsters Local 700.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

A RESOLUTION APPROVING AN AMENDMENT TO THE
COLLECTIVE BARGAINING AGREEMENT WITH
THE TEAMSTERS LOCAL 700

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, Water System Operators, Equipment Operators, and Laborers, employed by the Village Public Works Department (collectively, the ***"Employees"***) are represented by the Teamsters Local 700 (***"Union"***) and

WHEREAS, the Village and the Union have entered into a three-year collective bargaining agreement, commencing May 1, 2018, regarding the terms of employment of the Employees by the Village (***"Agreement"***); and

WHEREAS, the Village and the Union now desire to amend the Agreement with respect to the provision of fair share (***"Amendment"***); and

WHEREAS, the Village President and Board of Trustees have determined that approving the Amendment with the Union will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF AMENDMENT. The Amendment by and between the Village and the Union is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

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

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

[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
AMENDMENT

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Village of Lincolnwood and Teamsters Local 700 are parties to a collective bargaining agreement covering certain public works employees employed by the Village that is effective for the term May 1, 2018 through April 30, 2021;

WHEREAS, said collective bargaining agreement contains a "fair share clause";

WHEREAS, the United States Supreme Court on June 27, 2018, issued its decision in *Janus v. AFSCME District Council* in which it held that fair share clauses in public sector collective bargaining agreements are unconstitutional; and,

WHEREAS, the parties wish to address the ramifications of the Supreme Court's *Janus* decision;

NOW, THEREFORE, the parties hereby agree as follows:

1. Article XIV is hereby amended to provide as follows:
 - A. The Village shall deduct Union dues and initiation fees which become due and payable from the wages of Union members from the first payroll of each month, and monies so deducted shall be sent to the Union within five (5) days from the date of deduction; provided, however, that such deductions shall be made from the wages only of those employees from whom the Village has received voluntary individual written authorizations authorizing such deduction to be made.
 - B. The Union shall and does hereby indemnify and hold harmless the Village, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints and suits or other forms of liability including the costs of defense thereof, and which arise out of any list, notice, certifications, affidavit or reassignment furnished under any such provisions; or which might arise pertaining to the Terms of this Agreement.

It is understood that, in the event of any judicial or administrative proceeding involving this Article at which the appearance of the Village is necessary, the Village may select counsel of its choosing, and that "costs of defense" includes the Village's reasonable attorney's fees.
2. Pursuant to the provisions of Article XIX (Savings Clause), the remaining provisions of the parties' 2018-2021 Agreement shall remain in full force and effect.
3. The Village will continue to remit Union dues/fees to the Union for all bargaining unit employees who are members of the Union and for whom the Village has on file lawfully executed written checkoff authorizations.
4. The Village will not collect or remit Union dues/fees from bargaining unit employees who are not Union members.
5. The provisions of this Amendment to Collective Bargaining Agreement shall remain in full force and effect until a successor collective bargaining agreement has been negotiated and ratified by both parties.

6. This Amendment to Collective Bargaining Agreement concludes the parties' negotiations over the ramifications of the Supreme Court's *Janus* decision.

Signed this 31st day of August, 2018

VILLAGE OF LINCOLNWOOD

TEAMSTERS LOCAL 700

Deby Stachurski, President
Michael J. Mink

Request For Board Action

REFERRED TO BOARD: September 20, 2018

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance Waiving Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Beer and Wine at the Community Center on Saturday, January 19, 2019 from 6-10 P.M. for Maine-Niles Association of Special Recreation Trivia Night

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Maine-Niles Association of Special Recreation (M-NASR), a non-for profit foundation, is holding a Trivia Craze fundraising event at the Community Center on Saturday, January 19, 2019. Beer and wine will be sold at the event to raise money for scholarship funds.

Chapter 10, Article 2, Section 36(A) of the Village Code states that no alcoholic beverages shall at any time be sold or distributed for any tangible consideration in or about the Community Center. Approval of this Ordinance will waive the enforcement of this portion of the Village Code. The organizers of this event will be required to obtain local and State liquor licenses, appropriate insurance.

This same request has been approved in the past by the Village Board for the Special Education (SEED) Foundation and the Golf School District 67 Foundation Trivia Night Fundraiser, which are also not-for profit foundations. This is the third time M-NASR will hold this event at the Community Center.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Letter from M-NASR Dated August 6, 2018
3. Unapproved Minutes of the August 14, 2018 Parks and Recreation Board Meeting

RECOMMENDED MOTION:

Move to approve a recommendation by the Parks and Recreation Board to adopt an Ordinance waiving enforcement of Section 10-2-36(A) of the Village Code for the sale of beer and wine at the Community Center on Saturday, January 19, 2019 from 6-10 p.m., for M-NASR trivia night.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-____

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 10-2-36(A)
OF THE MUNICIPAL CODE OF LINCOLNWOOD
FOR THE SALE OF BEER AND WINE
AT THE MAINE-NILES ASSOCIATION OF SPECIAL RECREATION TRIVIA NIGHT**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 20th DAY OF SEPTEMBER 2018.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this 20th day of September, 2018

ORDINANCE NO. 2018-__

AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 10-2-36(A)
OF THE MUNICIPAL CODE OF LINCOLNWOOD
FOR THE SALE OF BEER AND WINE
AT THE MAINE-NILES ASSOCIATION OF SPECIAL RECREATION TRIVIA NIGHT

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 Maine-Niles Association of Special Recreation ("**M-NASR**") is a not-for-profit agency organized under the laws of the State of Illinois; and

WHEREAS, M-NASR desires to host its annual Trivia Night (the "**Event**") on January 19, 2019, in the Lincolnwood Community Center located at 6900 North Lincoln Avenue in the Village ("**Community Center**"); and

WHEREAS, M-NASR desires to sell beer and wine at the Event; and

WHEREAS, Section 10-2-36(A) of the Municipal Code of Lincolnwood ("**Village Code**") prohibits the sale or distribution of alcoholic beverages for tangible consideration at the Community Center; and

WHEREAS, M-NASR filed a request with the Village Board, seeking waivers of: (i) enforcement of Section 10-2-36(A) of the Village Code to permit the sale of beer and wine at the Event; and (ii) the fees required to be paid in connection with any rental of the Community Center (collectively, the "**Requested Waivers**"); and

WHEREAS, the President and Board of Trustees have considered the request of M-NASR and have determined that it will grant the Requested Waivers, but only in accordance with the provisions of this Ordinance, and specifically subject to the conditions set forth in this Ordinance;

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

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

SECTION 2. WAIVERS. In accordance with 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 shall, and do hereby, waive: (a) the enforcement of Section 10-2-36(A) of the Village Code to the extent necessary to permit the

sale of beer and wine at the Event; and (b) the rental fee for use of the Community Center (the “**Rental Fee**”).

SECTION 3. CONDITIONS. Notwithstanding any right that may be applicable or available pursuant to the provisions of the Village Code or any other rights M-NASR may have, the waivers granted in Section Two of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the operation of the Event 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 operation of the Event shall comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Dispensation, Sale, and Consumption of Alcoholic Beverages.
 - 1. Compliance with Liquor Ordinance. No alcoholic beverage shall be dispensed, served or consumed at the Event except in strict compliance with Article 2 of Chapter 11 of the Village Code. Specifically, and without limitation of the foregoing:
 - a. Liquor Licenses. No alcoholic beverage shall be dispensed, served or consumed at the Event prior to the issuance to M-NASR of all state and Village liquor licenses necessary therefor.
 - b. Community Center Permit. No alcoholic beverage shall be dispensed, served or consumed at the Event prior to the issuance to M-NASR of a permit therefor, in accordance with Sections 10-2-36(B) and 10-2-36(C) of the Village Code.
 - c. Insurance. M-NASR shall procure all insurance policies required pursuant to Sections 10-2-9 and 10-2-36(B)(3) of the Village Code.
 - d. Product Sampling. No beer or wine shall be dispensed at the Event in violation of the product sampling regulations set forth in Section 10-2-35 of the Village Code.
 - 2. Sales of Beer and Wine Only. Other than beer and wine, no spirits or other alcoholic beverage shall be dispensed, sold, or consumed at the Event.
 - 3. Responsible Alcohol Service Training. Prior to the commencement of the Event, the manager of the Event, and all persons who will sell, mix, prepare, serve, or deliver alcoholic beverages at the Event, shall complete the Beverage Alcohol Sellers and Servers Education and Training (BASSET) program, or a similar responsible alcohol service training program.

4. Off-Premises Consumption Prohibited. No alcoholic beverage dispensed or served at the Event shall be consumed off of the Community Center premises.
- C. Sale of Food and Beverages. No food or nonalcoholic beverages shall be sold at the Event, except upon: (1) proper inspection by the Cook County Department of Health; and (2) the issuance of all Village permits required therefor.
- D. Raffles. No raffle shall be conducted at the Event except: (1) in accordance with the Illinois Raffles Act, 230 ILCS 15/1 *et seq.* and Article 14 of Chapter 9 of the Village Code; and (2) upon issuance of a license therefor pursuant to Article 14 of Chapter 9 of the Village Code.

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
 1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by M-NASR with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit A** 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 M-NASR does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 5.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 20th day of September, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 20th day of September, 2018.

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

ATTESTED and FILED in my office this
20th day of September, 2018

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

EXHIBIT A

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Ordinance No. 2018-_____, adopted by the Village President and Board of Trustees on September 20, 2018 ("**Ordinance**"), grants a waiver of: (i) enforcement from Section 10-2-36(A) of "The Municipal Code of Lincolnwood," as amended (the "**Village Code**"), to permit the sale of beer and wine by the Maine-Niles Association of Special Recreation ("**M-NASR**") at the Trivia Night Event ("**Event**") on January 19, 2019, at the Lincolnwood Community Center, and (ii) the fees required to be paid in connection with any rental of the Community Center; and

WHEREAS, Section 5 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until M-NASR shall have 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, M-NASR does hereby agree and covenant as follows:

1. M-NASR shall, and does hereby unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. M-NASR acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's authorization of the operation of the Event or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure M-NASR against damage or injury of any kind and at any time.

3. M-NASR shall, and does hereby agree to, hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance authorizing the operation of the Event.

Dated: September __, 2018.

ATTEST:

**MAINE-NILES ASSOCIATION OF SPECIAL
RECREATION**

By: _____
Its: _____

By: _____
Its: _____



Maine-Niles Association of Special Recreation

*Join us as we transform life's
challenges into opportunities.*

6820 W. Dempster Street, Morton Grove, IL 60053 • Phone: 847-966-5522 Fax: 847-966-8340 Relay System: 800-526-0844

August 6, 2018

Laura McCarty, Executive Director
Village of Lincolnwood Parks & Recreation Dept.
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Dear Laura,

Maine-Niles Association of Special Recreation is requesting to host our Annual Trivia Night Fundraiser at the Lincolnwood Community Center. The event is scheduled for Saturday, January 19 from 6:00 – 10:00 pm. We anticipate approximately 100 individuals (21 and over) to participate.

The cost is \$25 per person or \$175 for a table of eight. Attendees will be asked to bring their own food to the event. We do plan to sell alcohol (beer and wine only). Our server will be certified with the State in Basset Training and M-NASR does have liquor liability coverage under our insurance carrier - Park District Risk Management Agency. If required we will also submit for a special event not-for-profit liquor license with the State of Illinois.

As you are aware, M-NASR provides recreational opportunities and services to children, teens and adults with special needs and abilities. We are an extension of the Village of Lincolnwood along with six community park districts.

The dollars raised from the fundraisers will be earmarked for participant scholarships. In addition to the per person cost we will be looking for sponsors and have raffle prizes at the event.

If you have any additional question, feel free to contact me at the M-NASR office.

I appreciate your consideration.

Sincerely,

Peggy Wilson
Development Officer

An Extension of:

Des Plaines Park District • Golf-Maine Park District • Morton Grove Park District
Niles Park District • Park Ridge Park District • Skokie Park District • Village of Lincolnwood



Lincolnwood Parks and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
Tuesday, August 14, 2018
DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:05 P.M.

PRESENT AT THE MEETING

Park Board Members: Laura Tomacic, Maria Leberis, Grace Diaz Herrera, Art Lovering, Reese Gratch

Parks and Recreation Department Staff: Laura McCarty, Melissa Rimdzius, Katie Lazzara

Village Board Liaison: Jennifer Spino

Village Staff:

Audience:

APPROVAL OF MINUTES

On motion Tomacic/Leberis approve the meeting minutes of the June 12, 2018. 5-0.
Motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

OLD BUSINESS

A. 2018 Lincolnwood Fest Recap

McCarty – Provided overview of the preliminary Lincolnwood Fest report.

Lovering – Commented that some information was incorrect or missing in the overview, asked what the car trophies are, and commented on the forthcoming update. Asked Trustee Spino if this is the same report that is presented to the Village Board.

Spino – Commented that the report is not as detailed.

- **Board Discussion**
- Discussed headliner bands, outstanding numbers in preliminary report, and desire for the final report to be an accurate reflection of the event budget

NEW BUSINESS

A. Consideration of a Request from M-NASR to hold Trivia Craze Fundraiser at the Community Center on Saturday, January 19, 2019 from 6:00-10pm

McCarty –

- Maine Niles Association of Special Recreation Fundraiser
- Event will be held at the Community Center on January 19, 2019 from 6pm-10pm
- Beer and wine will be sold
- Village Code states that no alcoholic beverages may be sold or distributed at the Community Center
- Event organizers will be required to obtain local and State liquor licenses
- Waive enforcement of this portion of the Village Code

Lovering – We've done this in the past and have no problems

On motion Gratch/Tomacic recommend approval to adopt an Ordinance waiving enforcement of Section 10-2-36(A) of the Village Code for the sale of beer and wine at the Community Center on Saturday, January 19, 2019 from 6pm-10pm for M-NASR Trivia Night. 5-0, motion passed.

B. Recommendation to Close a Portion of the Valley Line Trail between Pratt Ave. and Touhy Ave. on Saturday, October 6 from 9am-10am from the My First Marathon program culmination

McCarty –

- My First Marathon Program is a youth running challenge that encourages kids to walk or run 1 mile 25 times over the summer and early fall
- On race day (culmination event) kids will run 1.2 miles with the other marathon participants on the Valley Line Trail between Pratt and Touhy
- All participants receive race shirt, bib and medal

Board Discussion –

- Commented on age of children who are eligible to participate (5-12 years)

On Motion Herrera/Leberis recommend approval of a Resolution to Close a Portion of the Valley Line Trail between Pratt and Touhy Avenues on Saturday, October 6, 2018 from 9am-10am for the My First Marathon Program Culmination Event. 5-0, motion passed.

C. Recommendation to Close a Portion of Lincoln Ave. between Touhy and Pratt on Sunday, November 18 from 7am-11am from the 2018 Lincolnwood Turkey Trot

McCarty –

- Presented annual request to close Lincoln Avenue for the Turkey Trot

On motion Tomacic/Herrera Recommend Approval of a Resolution to Close a Portion of Lincoln Avenue between Touhy and Pratt Avenue on Sunday, November 18, 2018

between the Hours of 7 A.M. to 11 A.M. for the 2018 Turkey Trot Race. 5-0, motion passed.

CHAIRPERSON'S REPORT -

- Commented on the overall successful summer including the quality of Lincolnwood Fest, park conditions, summer concert series, movie night, and Lincolnwood's first National Night Out.

COMMISSIONER'S REPORTS -

- Comments regarding concerns of foul language on the pool deck, the need for lifeguards to be more diligent in enforcing rules regarding deck behavior, and a mistake made in the waterslide traffic signals between lifeguards. Comments regarding the challenges faced by lifeguards and the quality of the facility, but the need for continued empowerment and training in the aforementioned areas.

DIRECTOR'S REPORT -

McCarty – Commented that the naming for Jewell Loyd was approved at the June Village Board Meeting and she is currently working with Jewell's family to determine a date for the ribbon cutting.

Board Discussion - Asked if the ribbon cutting could take place during daylight hours or afterschool

McCarty - Stated the Horowitz family would like to support the Village in changing the surface of the Global Fitness Spot in Proesel Park. The roses will be removed and a retaining wall will be built in place of the planters.

McCarty –

- Linda Vering recently resigned and took a full time position with the Northbrook Public Library.
- The Touhy Overpass ribbon cutting will be planned for early October.
- The Village is partnering with School District 74 and Lowes for a project along the Union Pacific Path. The project will result in benches, flowers, and community bookcases being added to the path.
- Turkey Trot registration is open.
- Touch-A-Truck is on Saturday, Sept 8. The following weekend is Family Fun Fest at Centennial Park. Fall is right around the corner.

Tomacic – Congratulations on a great brochure

STAFF REPORTS

A. SUPERINTENDENT OF PARKS AND FACILITIES - RIMDZIUS

Rimdzius - Thank you to the team for all of their hard work this summer.

Board Discussion –

- Commented on Luau Night turnout
- Commented on the park inspection report

- Request to consider blending the parks with the Valley Line Trail, thinning the vegetation between the parks and the trail and removing the fence

B. RECREATION SUPERVISOR – ANTOSZ

As noted in report

C. RECREATION SUPERVISOR – LAZZARA

As noted in report

ADJOURNMENT

Meeting adjourned at 7:46 P.M.

Park Board Minutes prepared by: Melissa Rimdzius, Superintendent of Parks and Recreation

Park and Recreation Board President:

Signature

Date

Request For Board Action

REFERRED TO BOARD: September 20, 2018

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Close a Portion of the Valley Line Trail on Saturday, October 6, 2018 Between the Hours of 9 A.M. to 10 A.M. for the My First Marathon Program Culmination Event

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

My First Marathon is a youth running challenge that encourages children to be active. The culmination event for the My First Marathon Program for children ages 5-12 will be held on Saturday, October 6, 2018.

Throughout the program which started at the beginning of June, participants were challenged to walk or run one mile with adult supervision 25 times throughout the summer. On race day, which is the culmination event, participants will walk or run their final 1.2 miles on the Valley Line Trail. To ensure a safe, successful and enjoyable walk or run for the participants, a portion of the Valley Line Trail will be closed for the participants to complete the walk or run. The section to be closed is from Pratt Avenue to Touhy Avenue. Trail users will be re-routed to Kostner Avenue and detoured to pick up the trail again on Touhy Avenue. Barricades with signs stating the closed section of the trail will be placed at the Pratt and Touhy Avenue intersections. In addition two police officers and four to six volunteers will be stationed at the trail intersection closings to assist with redirecting trail users.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Unapproved Minutes of the August 14, 2018 Parks and Recreation Board Meeting

RECOMMENDED MOTION:

Move to approve a Resolution to close a portion of the Valley Line Trail on Saturday, October 6, 2018 between the hours of 9 A.M. to 10 A.M. for the My First Marathon Culmination Event.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION APPROVING THE CLOSURE OF A PORTION OF
THE VALLEY LINE TRAIL ON SATURDAY, OCTOBER 6, 2018
BETWEEN THE HOURS OF 9:00 A.M. AND 10:00 A.M
FOR THE MY FIRST MARATHON PROGRAM CULMINATION EVENT**

WHEREAS, the Parks and Recreation Department desires to hold the My First Marathon Program Culmination Event on Saturday, October 6, 2018 from 9:00 a.m. to 10:00 a.m. (“*Event*”); and

WHEREAS, the Event requires the closure of a portion of the Valley Line Trail between Pratt Avenue and Touhy Avenue;

WHEREAS, the Village President and Board of Trustees have determined that the temporary closure of a portion of the Valley Line Trail, between Pratt Avenue and Touhy Avenue, for the Event will serve and be in the best interests 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 TRAIL CLOSURE. The Village President and Board of Trustees hereby approve the partial closure of the Valley Line Trail between Pratt Avenue and Touhy Avenue for the Event.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 20th day of September, 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



Lincolnwood Parks and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
Tuesday, August 14, 2018
DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:05 P.M.

PRESENT AT THE MEETING

Park Board Members: Laura Tomacic, Maria Leberis, Grace Diaz Herrera, Art Lovering, Reese Gratch

Parks and Recreation Department Staff: Laura McCarty, Melissa Rimdzius, Katie Lazzara

Village Board Liaison: Jennifer Spino

Village Staff:

Audience:

APPROVAL OF MINUTES

On motion Tomacic/Leberis approve the meeting minutes of the June 12, 2018. 5-0.
Motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

OLD BUSINESS

A. 2018 Lincolnwood Fest Recap

McCarty – Provided overview of the preliminary Lincolnwood Fest report.

Lovering – Commented that some information was incorrect or missing in the overview, asked what the car trophies are, and commented on the forthcoming update. Asked Trustee Spino if this is the same report that is presented to the Village Board.

Spino – Commented that the report is not as detailed.

- **Board Discussion**
- Discussed headliner bands, outstanding numbers in preliminary report, and desire for the final report to be an accurate reflection of the event budget

NEW BUSINESS

A. Consideration of a Request from M-NASR to hold Trivia Craze Fundraiser at the Community Center on Saturday, January 19, 2019 from 6:00-10pm

McCarty –

- Maine Niles Association of Special Recreation Fundraiser
- Event will be held at the Community Center on January 19, 2019 from 6pm-10pm
- Beer and wine will be sold
- Village Code states that no alcoholic beverages may be sold or distributed at the Community Center
- Event organizers will be required to obtain local and State liquor licenses
- Waive enforcement of this portion of the Village Code

Lovering – We've done this in the past and have no problems

On motion Gratch/Tomacic recommend approval to adopt an Ordinance waiving enforcement of Section 10-2-36(A) of the Village Code for the sale of beer and wine at the Community Center on Saturday, January 19, 2019 from 6pm-10pm for M-NASR Trivia Night. 5-0, motion passed.

B. Recommendation to Close a Portion of the Valley Line Trail between Pratt Ave. and Touhy Ave. on Saturday, October 6 from 9am-10am from the My First Marathon program culmination

McCarty –

- My First Marathon Program is a youth running challenge that encourages kids to walk or run 1 mile 25 times over the summer and early fall
- On race day (culmination event) kids will run 1.2 miles with the other marathon participants on the Valley Line Trail between Pratt and Touhy
- All participants receive race shirt, bib and medal

Board Discussion –

- Commented on age of children who are eligible to participate (5-12 years)

On Motion Herrera/Leberis recommend approval of a Resolution to Close a Portion of the Valley Line Trail between Pratt and Touhy Avenues on Saturday, October 6, 2018 from 9am-10am for the My First Marathon Program Culmination Event. 5-0, motion passed.

C. Recommendation to Close a Portion of Lincoln Ave. between Touhy and Pratt on Sunday, November 18 from 7am-11am from the 2018 Lincolnwood Turkey Trot

McCarty –

- Presented annual request to close Lincoln Avenue for the Turkey Trot

On motion Tomacic/Herrera Recommend Approval of a Resolution to Close a Portion of Lincoln Avenue between Touhy and Pratt Avenue on Sunday, November 18, 2018

between the Hours of 7 A.M. to 11 A.M. for the 2018 Turkey Trot Race. 5-0, motion passed.

CHAIRPERSON'S REPORT -

- Commented on the overall successful summer including the quality of Lincolnwood Fest, park conditions, summer concert series, movie night, and Lincolnwood's first National Night Out.

COMMISSIONER'S REPORTS -

- Comments regarding concerns of foul language on the pool deck, the need for lifeguards to be more diligent in enforcing rules regarding deck behavior, and a mistake made in the waterslide traffic signals between lifeguards. Comments regarding the challenges faced by lifeguards and the quality of the facility, but the need for continued empowerment and training in the aforementioned areas.

DIRECTOR'S REPORT -

McCarty – Commented that the naming for Jewell Loyd was approved at the June Village Board Meeting and she is currently working with Jewell's family to determine a date for the ribbon cutting.

Board Discussion - Asked if the ribbon cutting could take place during daylight hours or afterschool

McCarty - Stated the Horowitz family would like to support the Village in changing the surface of the Global Fitness Spot in Proesel Park. The roses will be removed and a retaining wall will be built in place of the planters.

McCarty –

- Linda Vering recently resigned and took a full time position with the Northbrook Public Library.
- The Touhy Overpass ribbon cutting will be planned for early October.
- The Village is partnering with School District 74 and Lowes for a project along the Union Pacific Path. The project will result in benches, flowers, and community bookcases being added to the path.
- Turkey Trot registration is open.
- Touch-A-Truck is on Saturday, Sept 8. The following weekend is Family Fun Fest at Centennial Park. Fall is right around the corner.

Tomacic – Congratulations on a great brochure

STAFF REPORTS

A. SUPERINTENDENT OF PARKS AND FACILITIES - RIMDZIUS

Rimdzius - Thank you to the team for all of their hard work this summer.

Board Discussion –

- Commented on Luau Night turnout
- Commented on the park inspection report

- Request to consider blending the parks with the Valley Line Trail, thinning the vegetation between the parks and the trail and removing the fence

B. RECREATION SUPERVISOR – ANTOSZ

As noted in report

C. RECREATION SUPERVISOR – LAZZARA

As noted in report

ADJOURNMENT

Meeting adjourned at 7:46 P.M.

Park Board Minutes prepared by: Melissa Rimdzius, Superintendent of Parks and Recreation

Park and Recreation Board President:

Signature

Date

Request For Board Action

REFERRED TO BOARD: September 20, 2018

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Close a Portion of Lincoln Avenue on Sunday, November 18, 2018 between the hours of 7 A.M. to 11 A.M. for the Annual Turkey Trot Race

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2018 Ray Williams Turkey Trot Race for runners and walkers will be held on Sunday, November 18, 2018. Participants run or walk the 5K or 10K race on the streets of Lincolnwood. A section of the race route is on Lincoln Avenue, which is a State Road controlled by the Illinois Department of Transportation (IDOT). IDOT requires a local government body to pass and submit a resolution accepting responsibility for the closing of the street.

The section to be closed is from Kostner Avenue to Pratt Avenue on the west side of the road. The Police Department will barricade the road and re-route traffic to a single lane on the east side of Lincoln Avenue. This is the same route used in previous years.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Aerial of Road Closing
3. Unapproved Minutes of the August 14, 2018 Parks and Recreation Board Meeting

RECOMMENDED MOTION:

Move to approve a Resolution to close a Portion of Lincoln Avenue on Sunday, November 18, 2018 between the hours of 7 A.M. to 11 A.M. for the Annual Turkey Trot Race.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION APPROVING THE CLOSURE OF A PORTION OF
THE VALLEY LINE TRAIL ON SATURDAY, OCTOBER 6, 2018
BETWEEN THE HOURS OF 9:00 A.M. AND 10:00 A.M
FOR THE MY FIRST MARATHON PROGRAM CULMINATION EVENT**

WHEREAS, the Parks and Recreation Department desires to hold the My First Marathon Program Culmination Event on Saturday, October 6, 2018 from 9:00 a.m. to 10:00 a.m. (“*Event*”); and

WHEREAS, the Event requires the closure of a portion of the Valley Line Trail between Pratt Avenue and Touhy Avenue;

WHEREAS, the Village President and Board of Trustees have determined that the temporary closure of a portion of the Valley Line Trail, between Pratt Avenue and Touhy Avenue, for the Event will serve and be in the best interests 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 TRAIL CLOSURE. The Village President and Board of Trustees hereby approve the partial closure of the Valley Line Trail between Pratt Avenue and Touhy Avenue for the Event.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 20th day of September, 2018.

AYES:_____

NAYS:_____

ABSENT:_____

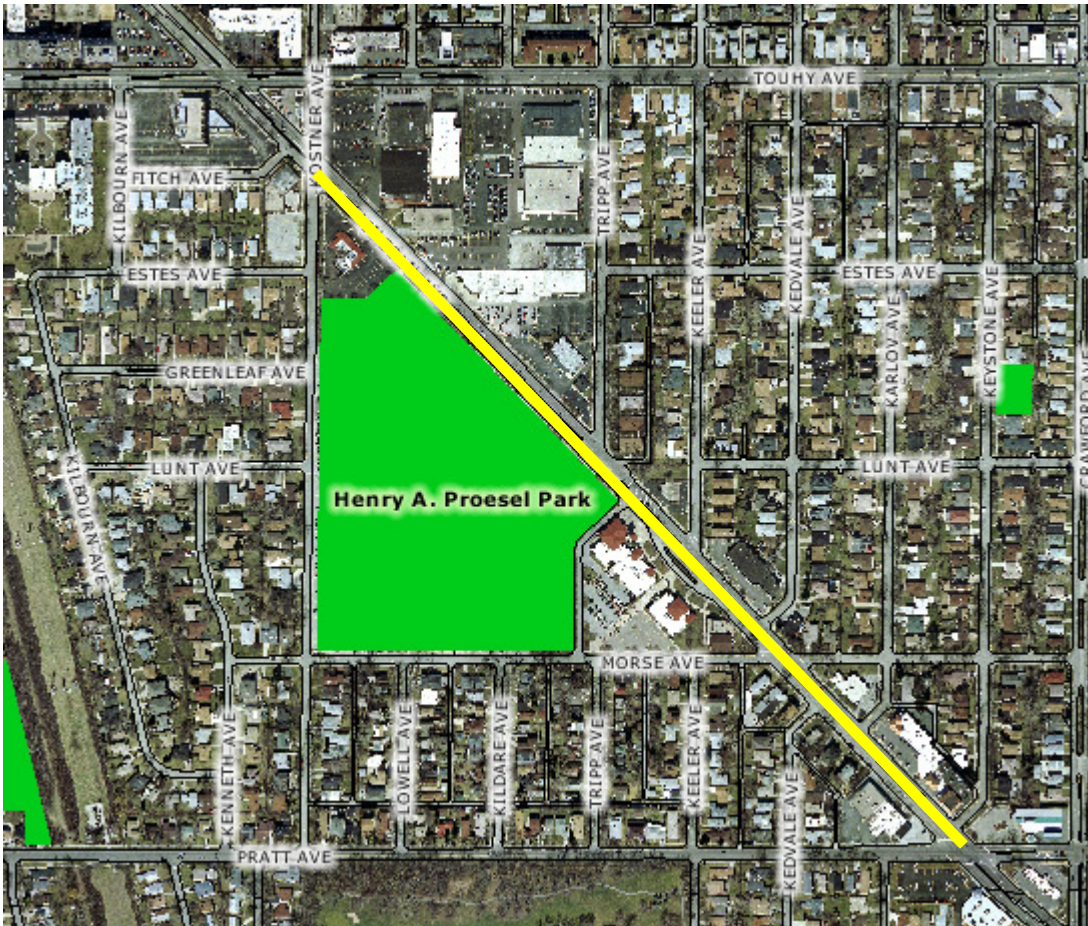
ABSTENTION:_____

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





Lincolnwood Parks and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
Tuesday, August 14, 2018
DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:05 P.M.

PRESENT AT THE MEETING

Park Board Members: Laura Tomacic, Maria Leberis, Grace Diaz Herrera, Art Lovering, Reese Gratch

Parks and Recreation Department Staff: Laura McCarty, Melissa Rimdzius, Katie Lazzara

Village Board Liaison: Jennifer Spino

Village Staff:

Audience:

APPROVAL OF MINUTES

On motion Tomacic/Leberis approve the meeting minutes of the June 12, 2018. 5-0.
Motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

OLD BUSINESS

A. 2018 Lincolnwood Fest Recap

McCarty – Provided overview of the preliminary Lincolnwood Fest report.

Lovering – Commented that some information was incorrect or missing in the overview, asked what the car trophies are, and commented on the forthcoming update. Asked Trustee Spino if this is the same report that is presented to the Village Board.

Spino – Commented that the report is not as detailed.

- **Board Discussion**
- Discussed headliner bands, outstanding numbers in preliminary report, and desire for the final report to be an accurate reflection of the event budget

NEW BUSINESS

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- All participants receive race shirt, bib and medal

Board Discussion –

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On Motion Herrera/Leberis recommend approval of a Resolution to Close a Portion of the Valley Line Trail between Pratt and Touhy Avenues on Saturday, October 6, 2018 from 9am-10am for the My First Marathon Program Culmination Event. 5-0, motion passed.

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McCarty –

- Presented annual request to close Lincoln Avenue for the Turkey Trot

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between the Hours of 7 A.M. to 11 A.M. for the 2018 Turkey Trot Race. 5-0, motion passed.

CHAIRPERSON'S REPORT -

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COMMISSIONER'S REPORTS -

- Comments regarding concerns of foul language on the pool deck, the need for lifeguards to be more diligent in enforcing rules regarding deck behavior, and a mistake made in the waterslide traffic signals between lifeguards. Comments regarding the challenges faced by lifeguards and the quality of the facility, but the need for continued empowerment and training in the aforementioned areas.

DIRECTOR'S REPORT -

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STAFF REPORTS

A. SUPERINTENDENT OF PARKS AND FACILITIES - RIMDZIUS

Rimdzius - Thank you to the team for all of their hard work this summer.

Board Discussion –

- Commented on Luau Night turnout
- Commented on the park inspection report

- Request to consider blending the parks with the Valley Line Trail, thinning the vegetation between the parks and the trail and removing the fence

B. RECREATION SUPERVISOR – ANTOSZ

As noted in report

C. RECREATION SUPERVISOR – LAZZARA

As noted in report

ADJOURNMENT

Meeting adjourned at 7:46 P.M.

Park Board Minutes prepared by: Melissa Rimdzius, Superintendent of Parks and Recreation

Park and Recreation Board President:

Signature

Date

Request For Board Action

REFERRED TO BOARD: September 20, 2018

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Award a Contract to Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois for the 2018 Alley Improvements Project in the Amount of \$64,900

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village owns and maintains 9.1 miles of alleys which provide service to residential and commercial properties throughout the community. While the Village's alleys are primarily gravel, several alleys adjacent to commercial properties were paved with asphalt at one time. Alleys adjacent to commercial properties receive more wear and tear than those in residential areas as larger vehicles such as delivery and garbage trucks service commercial properties. For this reason, the gravel alleys in commercial districts demand a higher level of maintenance from the Public Works Department.

Over the past 18 months, the Village has received several complaints about drainage issues and frequent potholes in the alley along the north side of Devon Avenue between Spaulding and Christiana Avenues. During the FY 18/19 Budget Workshop, the Village Board expressed a desire to convert this existing gravel alley to asphalt.

The Village's engineering firm, Christopher B. Burke Engineering, Ltd. (CBBEL) developed plans and specifications for the proposed improvements. On August 23, 2018 a notice was published in the *Lincolnwood Review* requesting sealed bids. On September 6, 2018, the Village received and publicly opened four bids; a summary of which can be found in the table below.

Bidder	Total Cost
Chicagoland Paving	\$64,900.00
A Lamp Concrete	\$77,369.50
Abbey Paving	\$89,583.25
Alliance Contractors	\$95,790.00

The lowest responsible bidder, meeting all bid specifications, is Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois ("Chicagoland"). Chicagoland has recently completed three projects for the Village, all of which were completed in a satisfactory manner. Based on their previous performance, staff recommends awarding the contract to Chicagoland. Construction is anticipated to be completed this fall.

FINANCIAL IMPACT:

The Devon/Lincoln Tax Increment Financing (TIF) Fund includes \$87,000 for the 2018 alley improvements project.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Construction Contract
3. Bid Proposal
4. Recommendation of Award

RECOMMENDED MOTION:

Move to approve a Resolution to award a contract to Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois for the 2018 alley improvements project.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION APPROVING THE AWARD
OF A CONTRACT FOR THE 2018 ALLEY IMPROVEMENTS CONTRACT PROJECT
TO CHICAGOLAND PAVING CONTRACTORS, INC., OF LAKE ZURICH, ILLINOIS**

WHEREAS, the Village sought bids for the award of a contract for the completion of certain designated alley improvements in the Village ("**Contract**"); and

WHEREAS, Chicagoland Paving Contractors, Inc., of Lake Zurich, Illinois ("**CPC**"), was the low responsible bidder of the firms that submitted bid packages to the Village; and

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

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

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

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

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by CPC; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest 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 September, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of September, 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

CONTRACT

**CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD**

AND

CHICAGOLAND PAVING CONTRACTORS, INC.

FOR THE CONSTRUCTION OF

2018 ALLEY IMPROVEMENTS

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I.....	1
1.1 PERFORMANCE OF THE WORK	1
1.2 COMMENCEMENT AND COMPLETION DATES	2
1.3 REQUIRED SUBMITTALS	2
1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS	3
1.5 CONDITIONS AT THE WORK SITE; RECORD DRAWINGS	3
1.6 TECHNICAL ABILITY TO PERFORM	4
1.7 FINANCIAL ABILITY TO PERFORM.....	4
1.8 TIME.....	4
1.9 SAFETY AT THE WORK SITE	4
1.10 CLEANLINESS OF THE WORK SITE AND ENVIRONS.....	5
1.11 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY	5
1.12 SUBCONTRACTORS AND SUPPLIERS	5
1.13 SIMULTANEOUS WORK BY OTHERS	6
1.14 OCCUPANCY PRIOR TO FINAL PAYMENT	6
1.15 OWNER'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE.....	6
ARTICLE II	6
2.1 CHANGES	6
2.2 DELAYS	7
ARTICLE III.....	7
3.1 INSPECTION; TESTING; CORRECTION OF DEFECTS	7
3.2 WARRANTY OF WORK	7
3.3 OWNER'S RIGHT TO CORRECT	8
ARTICLE IV	8
4.1 BONDS	8
4.2 INSURANCE	8
4.3 INDEMNIFICATION	9
ARTICLE V	9
5.1 CONTRACT PRICE.....	9
5.2 TAXES AND BENEFITS.....	9
5.3 PROGRESS PAYMENTS.....	9

5.4	FINAL ACCEPTANCE AND FINAL PAYMENT	10
5.5	LIENS	10
5.6	DEDUCTIONS	11
ARTICLE VI		12
6.1	DISPUTE RESOLUTION PROCEDURE	12
6.2	CONTRACTOR'S REMEDIES	12
6.3	OWNER'S REMEDIES	12
6.4	OWNER'S SPECIAL REMEDY FOR DELAY	14
6.5	TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE	14
ARTICLE VII		14
7.1	BINDING EFFECT	14
7.2	RELATIONSHIP OF THE PARTIES	14
7.3	NO COLLUSION	14
7.4	ASSIGNMENT	15
7.5	CONFIDENTIAL INFORMATION	15
7.6	NO WAIVER	15
7.7	NO THIRD PARTY BENEFICIARIES	15
7.8	NOTICES	15
7.9	GOVERNING LAWS	16
7.10	CHANGES IN LAWS	16
7.11	COMPLIANCE WITH LAWS	16
7.12	COMPLIANCE WITH PATENTS	17
7.13	TIME OF THE ESSENCE	17
7.14	CALENDAR DAYS AND TIME	17
7.15	SEVERABILITY	17
7.16	ENTIRE AGREEMENT	18
7.17	AMENDMENTS AND MODIFICATIONS	18
 CONTRACTOR'S CERTIFICATION		
ATTACHMENT A - Specifications		
ATTACHMENT A1 - Schedule of Contract Prices		
ATTACHMENT C - List of Drawings		
ATTACHMENT D – Special Project Requirements		
APPENDIX 1 - Prevailing Wage Ordinance		

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“**Owner**”), and Chicagoland Paving Contractors, Inc., 225 Tesler Road, Lake Zurich, Illinois 60047 (“**Contractor**”), make this Contract as of the ____ day of _____, 2018, and hereby agree as follows

ARTICLE I **THE WORK**

1.1 Performance of the Work

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

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

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

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

2.2 Delays

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

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

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

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

4.3 Indemnification

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

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

5.6 Deductions

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

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

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Andrew Letson, Director of Public Works

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

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

Chicagoland Paving Contractors, Inc.
225 Tesler Road
Lake Zurich, Illinois 60047
Attention: Bill Bowes

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

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

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

7.12 Compliance with Patents

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

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

7.13 Time of the Essence

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

7.14 Calendar Days and Time

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

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments and Modifications

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

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

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Robert Merkel, Interim Village Manager

ATTEST:

CHICAGOLAND PAVING

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

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

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

DATED this _____ day of _____, 2018.

ATTEST:

CHICAGOLAND PAVING

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2018.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A
SPECIFICATIONS

TABLE OF CONTENTS

SPECIFICATIONS.....	I
SPECIAL PROVISIONS.....	1
COMPLETION DATE	1
PER DIEM ADMINISTRATIVE CHARGE (LIQUIDATED DAMAGES)	1
DEFINITION OF TERMS	1
INSURANCE REQUIREMENTS.....	2
MAINTENANCE OF EXISTING UTILITIES.....	5
UTILITY POLES AND UTILITY VAULTS	5
EARTH EXCAVATION	5
POROUS GRANULAR EMBANKMENT, SUBGRADE	5
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL.....	7
PAVEMENT REMOVAL (SPECIAL)	7
TRAFFIC CONTROL AND PROTECTION.....	8
AGGREGATE FOR TEMPORARY ACCESS	12
CONSTRUCTION LAYOUT	13
PRECONSTRUCTION VIDEO TAPING	15
COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL).....	16
DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	16
HMA DRIVEWAY REMOVAL AND REPLACEMENT	17
PCC DRIVEWAY REMOVAL AND REPLACEMENT, 8”	18
STRUCTURE TO BE ADJUSTED.....	19
TENSAR TRIAX 130S GEOGRID.....	19
ITEMS ORDERED BY ENGINEER	20

PAVEMENT CORES AND LPC FORMS
PREVAILING WAGE RATES.....
HIGHWAY STANDARDS.....

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2018 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein; all of which apply to and govern the construction of:

Village of Lincolnwood 2018 Alley Improvements for the Village of Lincolnwood, Illinois.

These special provisions included herein apply to and govern the proposed improvement designated as **2018 Alley Improvements** and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

Location of Improvement

This improvement is located on the **3300 Block Devon-Arthur Alley** in the Village of Lincolnwood, Cook County, Illinois.

Description of Improvement

The proposed work on the alley includes removal of the existing stone alley, installation of subbase granular material, installation of HMA pavement, driveway removal and replacement, curb and gutter removal and replacement, and PCC sidewalk removal and replacement.

COMPLETION DATE

The project shall be completed by October 26, 2018.

PER DIEM ADMINISTRATIVE CHARGE (LIQUIDATED DAMAGES)

A Per Diem Administrative Charge (Liquidated Damages) shall be assessed per the latest version of the IDOT Standard Specifications for Road and Bridge Construction.

DEFINITION OF TERMS

In addition to the definitions included in Section 101 of the "Standard Specifications for Road and Bridge Construction", the following should be added:

Engineer – shall be the firm of Christopher B. Burke Engineering, Ltd. as Engineer employed by the Owner.

Village, Owner, Municipality, Department – the Village of Lincolnwood.

INSURANCE REQUIREMENTS

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$300,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

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

All employees shall be included as insured.

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

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

(2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

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

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

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

All employees shall be included as insured.

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

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

The insurance shall also name the Village of Lincolnwood and Christopher B. Burke Engineering, Ltd. as additional insured.

PROGRESS PAYMENTS:

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress

ATTACHMENT A

Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.

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

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

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

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

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

ATTACHMENT A

and Owner or between Contractor and any third party

MAINTENANCE OF EXISTING UTILITIES

The Contractor shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The Contractor shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 1-800-892-0123 and the Village to mark the location of underground utilities.

UTILITY POLES AND UTILITY VAULTS

The Contractor shall coordinate with the utility company so the project can be completed with no additional working days allowed for the coordination. This coordination shall be considered incidental to the Contract.

EARTH EXCAVATION

Description: This work shall consist of the removal and satisfactory disposal of the existing stone, gravel and earth including all pavement structure and existing granular subbase. This work shall be in conformance with applicable provisions of the STANDARD SPECIFICATIONS and as specified herein.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per cubic yard for EARTH EXCAVATION.

POROUS GRANULAR EMBANKMENT, SUBGRADE

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the STANDARD SPECIFICATIONS. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.06 of the STANDARD SPECIFICATIONS except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
* 6"	97 $\pm$ 3
* 4"	90 $\pm$ 10
2"	45 $\pm$ 25
#200	5 $\pm$ 5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
* 6"	97 $\pm$ 3
* 4"	90 $\pm$ 10
2"	55 $\pm$ 25
#4	30 $\pm$ 20
#200	5 $\pm$ 5

- * For undercuts greater than 18" the percent passing the 6" sieve may be 90 $\pm$ 10 and the 4" sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 2' thick or less or as directed by the ENGINEER. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the STANDARD SPECIFICATIONS to obtain the desired keying or interlock and compaction. The ENGINEER shall verify that adequate keying has been obtained.

A 3" nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required when Aggregate Subgrade is not specified in the contract and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the STANDARD SPECIFICATIONS or granular subbase is placed on top of the porous granular material.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment subgrade.

Full depth subgrade undercut should occur at limits determined by the ENGINEER. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1' longitudinal per 1" depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

This work will be measured for payment in accordance with Article 207.05 of the STANDARD SPECIFICATIONS. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

This work shall be paid for at the contract unit price per cubic yard for POROUS GRANULAR EMBANKMENT, SUBGRADE which price shall include the capping aggregate, when required.

The Porous Granular Embankment, Subgrade shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL

424.01 Description. This work shall consist of placing portland cement concrete sidewalk on a compacted subbase and shall be performed in accordance with Sections 311 and 424 of the STANDARD SPECIFICATIONS with the following alterations.

424.04-424.10 Construction Requirements. Sidewalks shall be placed on 2-inches of Subbase Granular Material, Type B. Expansion joints shall be placed at intervals of not more than 50 feet. At driveway apron locations, the depth of concrete shall be increased to 7-inches. All required excavation shall be included.

424.11 Method of Measurement. Portland cement concrete sidewalk will be measured for payment in place, and the area computed in square feet.

424.12 Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL, which price shall include all required expansion joints, special texturing, variable height edge treatment at sidewalk ramps, additional thickness at driveway aprons, compacted subbase granular material, and required excavation.

PAVEMENT REMOVAL (SPECIAL)

440.01 Description: This work shall consist of the removal and satisfactory disposal of the existing pavement including all pavement structure and existing granular subbase. This work shall be in conformance with applicable provisions of Section 440 of the STANDARD SPECIFICATIONS and as specified herein.

440.02 Construction Requirements: The depth of existing pavement to be removed shall be considered to be 13 inches.

440.07-440.08 Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per square yard for PAVEMENT REMOVAL (SPECIAL). All material that is more than 13 inches below existing pavement that is to be removed will be measured and paid for separately as Earth Excavation.

TRAFFIC CONTROL AND PROTECTION

The Traffic Control and Protection shall meet the requirements of Article 701, Work Zone Traffic Control and Article 702, Work Zone Traffic Control Devices of the Standard Specifications for Road and Bridge Construction adopted January 1, 1997.

"701.01 Description" shall be replaced with the following:

701.01 Description

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelized devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

"701.04 General," section "(b)" paragraph 4 shall be replaced with the following:

The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block

ATTACHMENT A

out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24-hours a day, including Sundays and holidays.

"701.04 General" shall be modified by adding the following section:

(G) PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Village or its representative concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer. All roads shall remain open to traffic, the Contractor, may close one lane due to construction only between the hours of 9:00 a.m. and 3:00 p.m. on two lane roads, and shall maintain at least one lane in each direction on four or more lane roads, during the construction of this project. The Contractor shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

No road closures or restrictions shall be permitted except those covered by Standard Designs without written approval by the Engineer.

"701.04 General" shall be modified by adding the following section:

(H) DEFICIENCY CHARGE:

The primary concern of the Village is to maintain a safe travel way for the public and a safe Environment for the worker in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, these Special Provisions, and directions from the Engineer concerning traffic control protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching men, materials and equipment to correct such deficiencies.

If the Contractor fails to begin corrections to the traffic control deficiencies within two (2) hours of the initial attempt of notification by the Village or its representative or fails to restore the traffic control and protection compliance with the specifications within eight (8) hours of the original attempt of notification, the Engineer may execute such work as deemed necessary to correct the deficiencies. The cost thereof shall be deducted from monies due or which may be due the Contractor.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

"701.07 Method of Measurement" is replaced in its entirety by the following:

701.07 METHOD OF MEASUREMENT

These items of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating and removing the traffic control devices required in the Plans and these Special Provisions.

"701.08 Basis of Payment" is replaced in its entirety by the following:

701.08 BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for **TRAFFIC CONTROL AND PROTECTION**, which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the Plans and Specifications.

The salvage value of the materials removed shall be reflected in the bid price for this item. Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be

allowed.

If the Engineer, shall require additional traffic control to be installed in accordance with standards and/or designs other than those included in the Plans. The standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications. Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown on the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification. In the event the sum total value of all work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

Adjusted contract price = $.25P + .75P [1 + (X - 0.1)]$

Where "P" is the contract price for Traffic Control and Protection

Difference between original and final sum total value of all work items for which traffic

Where "X" = control and protection is required.

Original sum total value of all work for which traffic control and protection is required.

The value of the work items used in calculating the increase and decrease will include only items which have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

In the event the Department cancels or alters any portion of the contract which results in elimination or noncompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 104.02 of the Standard Specifications.

"702.03 Channeling Devices" section "(b)", paragraph 1 shall be replaced with the following:

(b) Barricades

Type 1 and Type 1 A Barricades are intended for use on lower speed roads and shall not be used where the normal posted speed limit is 45 m.p.h. or greater. The normal posted speed limit for construction area is 40 m.p.h. Type 1 and Type 2 Barricades shall not be intermixed within an individual string of barricades. Type 3 Barricades shall be used for road and lane closures and shall not be used for channelization or delineation.

Any drop off greater than 75 mm (three inches), but less than 150 mm (six inches), within 2.5 m (eight feet) of the pavement edge shall be protected by Type 1 or 2 barricades equipped with

ATTACHMENT A

mono-directional steady burn lights at 30 m (100 foot) center to center spacing. If the drop off within 2.5m (eight feet) of the pavement edge exceeds 150 mm (six inches), the barricades mentioned above shall be paced at 15 m (50 foot) center to center spacing. Barricades that must be placed in excavated areas shall have a leg extension installed such that the top of the barricade is in compliance with the height requirements of Standard 702001.

All Type 1 and Type 2 barricades, shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas perpendicular to traffic every 300 m (1,000 feet), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type 1 or 2 and equipped with a flashing light.

"702.03 Channeling Devices" section "(c)" Vertical Panels, add the following:

All vertical panels shall be equipped with a steady burn light when used during the hours of darkness unless otherwise stated herein or in the Plans.

"702.05 Signs" section "(a)" add as paragraph 7:

Construction signs referring to daytime lane closures during working hours shall be removed, covered, or turned away from the view of the motorists during non-working hours.

AGGREGATE FOR TEMPORARY ACCESS

Description: This work shall consist of the construction and maintenance of an aggregate base course for maintaining access to intersecting streets and driveways as specified in Article 107.09 of the STANDARD SPECIFICATIONS. The CONTRACTOR shall provide access for all emergency vehicles and school buses, and to all abutting properties at all times during construction.

Construction Requirements: The CONTRACTOR shall maintain ingress and egress to all abutting properties during construction operations. Temporary driveways and entrances shall be constructed of aggregate in accordance with the applicable portions of Section 351 of the STANDARD SPECIFICATIONS and to the dimensions determined by the ENGINEER. The coarse aggregate shall be crushed stone or crushed gravel, gradation CA-6.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the base aggregate.

After these driveway aprons have served their purpose, the suitable aggregate shall be removed, and, at the direction and approval of the ENGINEER, utilized for other purposes, such as granular subbase, aggregate base course, and embankment construction or other driveway aprons or otherwise

ATTACHMENT A

disposed of as specified in Article 202.03 of the STANDARD SPECIFICATIONS.

Method of Measurement, and Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS which price shall be payment in full for furnishing, transporting, placing, maintaining and removing, reusing or disposing of the aggregate, as herein specified and as directed by the ENGINEER.

Payment for aggregate will be determined by weight tickets and will be paid for its initial use only regardless of the number of times the aggregate is moved.

CONSTRUCTION LAYOUT

The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be kept in the office of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR'S layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER

- a. The ENGINEER will locate and reference the control points for the project.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points shown on the plans.

- b. Benchmarks will be established along the project outside of the construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) Vertically.

ATTACHMENT A

- c. Stakes set for (a) and (b) above will be identified in the field to the CONTRACTOR.
- d. The ENGINEER will make random checks of the CONTRACTOR'S staking to determine if the work is in substantial conformance with the plans. Where the CONTRACTOR'S work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- e. The ENGINEER will set all stakes for utility adjustment for building fences along the right of way line by parties other than the CONTRACTOR.
- f. The ENGINEER will make all arrangements and take all cross sections from which the various pay items are to be measured.
- g. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the ENGINEER will be the responsibility of the CONTRACTOR. The additional restaking done by the CONTRACTOR will be paid for in accordance with 109.04 of the STANDARD SPECIFICATIONS.
- h. The ENGINEER will accept responsibility for the accuracy of the initial control points as provided herein.
- i. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR'S stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- j. Where the plan quantities for excavation are to be used as the final pay quantities, the ENGINEER will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the CONTRACTOR

- a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the CONTRACTOR'S responsibility to tie in centerline control points in order to preserve them during construction operations.

At the completion of the grading operations, the CONTRACTOR will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the ENGINEER.

ATTACHMENT A

- c. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the ENGINEER at the completion of the project. All notes shall be neat, orderly and in accepted form.
- d. For highway structure staking, the CONTRACTOR shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction accuracy. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the CONTRACTOR and checked by the engineer. The CONTRACTOR shall provide a detailed structure layout showing span dimensions, staking lines and offset distances.

Measurement and Payment: This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

PRECONSTRUCTION VIDEO TAPING

Description. The Contractor shall prepare pre construction video documentation of all features in the area affected by construction. All video camera, recorders, tapes, accessories, and appurtenances shall be in high quality DVD format equipment. Pre construction video documentation shall consist of a series of high resolution color audio-video tapes showing all areas affected by construction. Two (2) copies are to be provided to the ENGINEER.

Construction Requirements. All pertinent exterior features within the construction's zone of influence shall be shown in sufficient detail to document its pre construction. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by audio commentary on the audio track of each video tape to help explain what is being viewed. The Contractor will be held liable for any damages that are not shown on the pre-construction video tapes.

Basis for Payment. The pre-construction video taping shall be completed and copies of the tapes submitted to the Village for approval before commencing mobilization and/or construction activities. This work shall be paid for at the contract lump sum price for PRE CONSTRUCTION VIDEO TAPING. No progress payments will be processed until the pre construction video tape has been received and approved by the Village.

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)

This work consists of removing and disposing of the existing curb and gutter which is broken, otherwise damaged, or required for construction of ramped sidewalk for the handicapped or storm sewer construction, and the replacement with new curb and gutter of a type similar to that which is existing, in accordance with the applicable portions of Sections 606 and 440 of the Standard Specifications and as directed by the Engineer.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the curb and gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the Engineer for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer.

This work will be paid for at the contract unit price per linear foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL) which shall include all labor, material and equipment necessary to remove and replace the curb and gutter including the saw cutting, as specified herein.

DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL

Description

1. This work shall consist of furnishing and installing prefabricated detectable warning panels from approved material suppliers in the new Portland Cement Concrete (PCC) sidewalk at locations as directed by the OWNER. The detectable warning panels shall be the “cast-in-place” model.

Materials

2. Approved material suppliers are as follows:
 - a. Access Tile (cast in place replaceable) – 24” x 60” typical. Color: Brick Red No. 22144

The Contractor shall be responsible for furnishing the specified number of detectable warning panels from the approved list of material suppliers. Prior to purchasing the detectable warnings, the Contractor shall submit for review and approval by the OWNER the proposed product information consisting of the following:

ATTACHMENT A

- a. Manufacturer's certification stating the product is fully compliant with the ADAAG.
- b. Manufacturer's five year warranty.
- c. Manufacturer's specifications including the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness.
- d. Color chart (color to be determined by the OWNER).
- e. Sample Product Panel (24"x60").

The detectable warning panels to be purchased shall be 24"x60". Any damaged panel shall be rejected and shall be replaced at no additional expense to the Owner.

Construction Requirements

3. The Contractor shall install the panels in accordance with the manufacturer's recommendations and details. The panels shall be installed during the construction of the new PCC sidewalk and shall be an integral part of the walking surface. The top of the panel shall be flush with the surface of the sidewalk and only the actual domes shall project above the walking surface.

The detectable warning panels shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present.

Method of Measurement and Basis of Payment

4. This work will be measured and paid for at the contract unit price per each for DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL which work includes furnishing and installing the detectable warning per the manufacturer's recommendations and as described herein.

HMA DRIVEWAY REMOVAL AND REPLACEMENT

Description: This work shall consist of the removal and disposal of existing Hot Mix Asphalt driveway pavement and the construction of new driveway pavement at locations stated in the specifications, or as directed by the ENGINEER, in accordance with Sections 301, 351, 406 and 423 of the STANDARD SPECIFICATIONS, special provisions for Hot Mix Asphalt Non QC/QA, the details shown in the specifications and as directed by the ENGINEER.

Construction Requirements: The Contractor shall machine-saw a perpendicular clean joint between that portion of the driveway to be removed and that which is going to remain in place. If the Contractor removes or damages the existing driveway outside the limits designated by the Engineer

ATTACHMENT A

for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer.

In addition, the CONTRACTOR shall place embankment or excavate in accordance with Sections 202 and 205 of the STANDARD SPECIFICATIONS in order to achieve the finished grades shown on the plans.

The proposed driveway pavement will consist of:

- A) 2" Hot-Mix Asphalt Surface Course, Mix D, N50 and 6" of Aggregate Base Course, Type B if the existing driveway is HMA or Aggregate.

All excavation; embankment; Hot-Mix Asphalt Surface Course, Mix D, N50 and Aggregate Base Course will not be paid for separately but shall be considered part of this item.

Method of Measurement and Basis of Payment: This work will be measured and paid for at the unit price per square yard for HMA DRIVEWAY REMOVAL AND REPLACEMENT, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the completed replacement driveway will be measured as the basis of payment.

PCC DRIVEWAY REMOVAL AND REPLACEMENT, 8"

Description. This work shall consist of the removal of existing P.C.C. or hot-mix asphalt driveway pavement and construction of new P.C.C. driveway pavement at locations shown on the plans, or as directed by the Engineer, in accordance with Sections 301, 351, 423, and 440 of the Standard Specifications, the details shown on the plans and as directed by the Engineer.

Construction Requirements. The Contractor shall place embankment or excavate (including area outside of existing driveway removal) in accordance with Sections 202 and 205 of the Standard Specifications in order to achieve the horizontal and vertical finished grades shown on the plans.

The proposed driveway pavement shall consist of:

- A) 8" Portland Cement Concrete on 2" of Aggregate Base Course, Type B

All P.C.C. and hot-mix asphalt driveway pavement removal, excavation, embankment, Aggregate Base Course, Type B and P.C.C. Driveway pavement will not be paid for separately but shall be included in this pay item.

All framing shall be set to final grade of the pour. No angle irons will be allowed. No watering cans shall be allowed on site.

The finish of the driveway shall match the driveway behind of the sidewalk. Where the finish behind the sidewalk is "california" or "letter box", the contractor shall match this finish on the new apron. It shall be the contractor's responsibility to verify the finish at each location. Installation of this finish

ATTACHMENT A

shall be considered incidental to this item.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square yard of area replaced for PCC DRIVEWAY REMOVAL REPLACEMENT, 8", as the case may be, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment.

STRUCTURE TO BE ADJUSTED

Description. These items of work shall be performed as directed by the Engineer in conformance with applicable provisions of Sections 602 and 603 of the "Standard Specifications for Road and Bridge Construction". The word STRUCTURE shall be understood to mean catch basin, manhole, inlet, valve vault, valve box, service box and meter vault inclusive.

This work will be paid for at the contract unit each price for STRUCTURE TO BE ADJUSTED.

TENSAR TRIAX 130S GEOGRID

Description. This work shall consist of furnishing and installing geogrid for subgrade improvement in accordance with Section 209 of the STANDARD SPECIFICATIONS and at the locations as shown on the typical section or as directed by the Engineer.

Materials. The material shall be TENSAR TRIAX 130S GEOGRID or an approved equal. Contact for TENSAR TRIAX 130S GEOGRID is Road Fabrics, Inc. (Phone 630-293-3111)

Installation. It shall be the Contractors responsibility to inspect the geogrid to ensure it is free of any flaws or damage that may have occurred during shipping and handling. Prior to installation, the surface shall be compacted, cleared of debris and all wheel tracks or ruts shall be graded smooth. One layer of geogrid shall be placed between the compacted subgrade layer and the aggregate base unless directed otherwise by the Engineer. Before unrolling, anchor the beginning of the roll at the center and the corners to the underlying surface using pins or anchors. The geogrid shall be manually unrolled over the prepared surface in the direction of vehicle travel. As it is unrolled, the geogrid shall be aligned, and pulled taut with hand tension to remove wrinkles and laydown slack. Adjacent rolls shall have a three (3) foot overlap. The geogrid shall be manually cut to conform to all structures or other immovable protrusions. All material placed over the grid shall be done in a manner to prevent tearing. Any geogrid damaged during installation shall be replaced by the Contractor with no additional compensation for labor and materials.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square yard for TENSAR TRIAX 130S GEOGRID, which price shall include all labor, materials and equipment necessary to complete the work as specified herein.

ATTACHMENT A

ITEMS ORDERED BY ENGINEER

An allowance has been set aside as part of this contract for items ordered by the engineer.

The Contractor will include in his bid a unit price of \$1.00 for ITEMS ORDERED BY ENGINEER. Only additional work, not covered by existing Pay Items, indicated on the Drawings or in the Project Specifications will be eligible for payment under the Allowance.

ATTACHMENT A-1
SCHEDULE OF PRICES
ATTACHMENT B

<u>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
*	20200100	EARTH EXCAVATION	CY	215	\$40.00	\$8,600.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	40	\$25.00	\$1000.00
*	20700420	POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	40	\$35.00	\$1,400.00
	28000510	INLET FILTERS	EACH	3	\$150.00	\$450.00
	31101600	SUBBASE GRANULAR MATERIAL TYPE B, 8"	SY	500	\$15.00	\$7,500.00
*	NA	HOT-MIX ASPHALT - PRIME COAT (BDE)	POUND	225	\$0.01	\$2.25
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	225	\$0.01	\$2.25
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	100	\$100.00	\$10,000.00
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	65	\$100.00	\$6,500.00
*	42400430	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SPECIAL	SF	100	\$15.00	\$1,500.00
	44000600	SIDEWALK REMOVAL	SF	100	\$2.50	\$250.00
*	70101700	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$6,195.50	\$6,195.50
*	Z0000990	AGGREGATE FOR TEMPORARY ACCESS	TON	5	\$50.00	\$250.00
*	Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$1,500.00	\$1,500.00
*	XX003668	PRECONSTRUCTION VIDEO TAPING	L. SUM	1	\$500.00	\$500.00
*	N/A	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	100	\$60.00	\$6,000.00
*	N/A	DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	EACH	2	\$1,000.00	\$2,000.00
*	N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SY	100	\$35.00	\$3,500.00

ATTACHMENT A

*	N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT, 8"	SY	20	\$200.00	\$4,000.00
*	N/A	STRUCTURE TO BE ADJUSTED	EACH	1	\$500.00	\$500.00
*	N/A	TENSAR TRIAX 130S GEOGRID	SY	500	\$2.50	\$1,250.00
*	N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	2000	\$1.00	\$2,000.00
				TOTAL CONTRACT PRICE		\$64,900.00

ATTACHMENT C

LIST OF DRAWINGS

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
1	COVER SHEET	8/15/18
2	GENERAL NOTES	8/15/18
3	SUMMARY OF QUANTITIES	8/15/18
4	TYPICAL SECTIONS	8/15/18
5	ALLEY PLAN AND PROFILE	8/15/18
6-8	CROSS SECTIONS	8/15/18

ATTACHMENT D

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

APPENDIX 1

**VILLAGE OF LINCOLNWOOD
CONTRACT DOCUMENTS
FOR**

**2018 ALLEY IMPROVEMENTS
(CBBEL PROJECT NO. 140090.C1802)**

Bid Opening Date: September 6, 2018
Bid Due By: 10:00 am
Bid Opening Time: 10:00am
Bid Opening Location: Village Hall

BID PACKAGE SUBMITTED BY

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

CITY, STATE, ZIP

Obtain Information From:

James Amelio, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
(847) 823-0500

Submit bids to:

Andrew Letson, Director of Public Works
Village Hall
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

18-417 5% Quot
BID DATE 9-6-18 5918682
BID TIME 10:00
WITH PRINTS LG SM NO
COMPLETE DATE/DAYS:

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
2018 ALLEY IMPROVEMENTS

BIDDER'S PROPOSAL

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____
ChicagoLand Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

Local Office Address _____

Contact Person Bill Bowes Telephone 847 550 9681

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

Attention: Andrew Letson, Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("*Bid Package*").

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

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("*Work Site*") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **2018 ALLEY IMPROVEMENTS**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise

ADDENDUM #1
Village of Lincolnwood
2018 Alley Improvements
Date: September 4, 2018

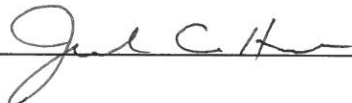
Modify the bid and contract documents to include the following:

Modification No. 1: The Schedule of Prices is missing the line item TENSAR TRIAX 130S GEOGRID. Please replace the Schedule of Prices with the attached REVISED Schedule of Prices.

Modification No. 2: The Schedule of Prices is missing the line item ITEMS ORDERED BY ENGINEER. The bid price for this item shall be \$1.00 and the quantity shall be 2000. Please replace the Schedule of Prices with the attached REVISED Schedule of Prices.

Please acknowledge the receipt of this addendum by signing and returning this form to James Amelio, PE. Additionally, Addendum #1 shall be attached to the bid. If Addendum #1 is not attached to the bid, the bid may be disqualified. Email to James Amelio, PE of Christopher B. Burke Engineering, Ltd. at jamelio@cbbel.com

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: 
Chicago Land Paving
Name of Company

Julie Heiderman

From: Julie Heiderman <office@chicagolandpaving.com>
Sent: Wednesday, September 05, 2018 8:20 AM
To: 'James Amelio'
Subject: Lincolnwood - 2018 Alley Improvements / Add. #1 Receipt
Attachments: DOC090518-09052018080053.pdf

Mr. Amelio:

Attached is signed receipt as referenced. Thanks, Julie

Best Regards,

Julie Heiderman
Chicagoland Paving
225 Telser Road
Lake Zurich, IL 60047
847-550-9681
office@chicagolandpaving.com

** Please note that my email address has changed and use this address for all future correspondence. **

PROPOSAL

expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

2. Contract Price Proposal

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

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

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

REVISED PER ADDENDUM #1

<u>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
*	20200100	EARTH EXCAVATION	CY	215	40 ⁻	8,600 ⁻
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	40	25 ⁻	1,000 ⁻
*	20700420	POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	40	35 ⁻	1,400 ⁻
	28000510	INLET FILTERS	EACH	3	150 ⁻	450 ⁻
	31101600	SUBBASE GRANULAR MATERIAL TYPE B, 8"	SY	500	15 ⁻	7,500 ⁻

PROPOSAL

*	NA	HOT-MIX ASPHALT - PRIME COAT (BDE)	POUND	225	.01	2.25
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	225	.01	2.25
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	100	100-	10,000-
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	65	100-	6,500-
*	42400430	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SPECIAL	SF	100	15.00	1,500-
	44000600	SIDEWALK REMOVAL	SF	100	2.50	250-
*	70101700	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	6,195.50	6,195.50
*	Z0000990	AGGREGATE FOR TEMPORARY ACCESS	TON	5	50-	250-
*	Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	1,500-	1,500-
*	XX003668	PRECONSTRUCTION VIDEO TAPING	L. SUM	1	500-	500-
*	N/A	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	100	60-	6,000.00
*	N/A	DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	EACH	2	1,000-	2,000-
*	N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SY	100	35-	3,500-
*	N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT, 8"	SY	20	200-	4,000-
*	N/A	STRUCTURE TO BE ADJUSTED	EACH	1	500-	500-
*	N/A	TENSAR TRIAX 130S GEOGRID	SY	500	2.50	1,250.00
*	N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	2000	\$1.00	\$2,000.00
				TOTAL CONTRACT PRICE		64,900.00

TOTAL CONTRACT PRICE:

sixty four thousand nine hundred Dollars and *zero* Cents
(in writing) (in writing)

B. BASIS FOR DETERMINING PRICES

PROPOSAL

It is expressly understood and agreed that:

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

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

3. Contract Time Proposal

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

4. **Firm Proposal**

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

5. **Bidder Representations**

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

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

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

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

6. **Surety and Insurance**

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

7. **Bid Security**

Bidder herewith tenders a Bid Bond, Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals.

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract,

PROPOSAL

it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

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

10. Bidder's Obligations

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

DATED this 6 day of Sept, 2018.

ATTEST:

By: Julie C. Han
Title: Witness

Chicago Land Paving
Bidder
By: [Signature]
Title: William R. Bowes V.P.

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

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Office@chicagolandpaving.com

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: _____



Kevin Meartz, President

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
2018 ALLEY IMPROVEMENTS

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of
IL, that is qualified to do business in the State of Illinois, and that is operating under
the legal name of Chicago Land Paving Contractors

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Kevin Meertz</u>	<u>4050 Mason, H.E. IL 60173</u>
Vice President	<u>William R. Bowes</u>	<u>20547 Plumwood, Kildeer IL</u> <u>60049</u>
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of
the State of _____ pursuant to that certain Partnership Agreement dated as of

ACKNOWLEDGEMENT

__/__/__ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____ whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows: _____ [TRADE OR ASSUMED NAME].

4. **Joint Venture**

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

ACKNOWLEDGEMENT

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

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

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

DATED this 6 day of Sept, 2018.

ATTEST:

By: [Signature]
Title: witness

Chicagoland Paving
Bidder
By: [Signature]
Title: William R. Bowes, VP

Subscribed and Sworn to
Before me this 6 day
of Sept, 2018.

[Signature]
Notary Public

My Commission Expires: 10/18/18



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

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
2018 ALLEY IMPROVEMENTS

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

William R. Bowes

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: asphalt paving
general contractor

2. **Composition of Work**

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

<u>2</u> % Federal	<u>90</u> % As Contractor	<u>70</u> % Bidder's Forces
<u>95</u> % Other Public	<u>10</u> % As Subcontractor	<u>15</u> % Subcontractors
<u>3</u> % Private		<u>15</u> % Materials

WORK HISTORY STATEMENT

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 31 years

4. Predecessor Organizations

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>WJA</u>	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>as needed</u>	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>please see attached</u>	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this 6 day of Sept, 2018

ATTEST:

By: [Signature]

Title: witness

ChicagoLand Paving
Bidder

By: [Signature]

Title: William R. Bowas, VP

Subscribed and Sworn to
Before me this 6 day
of Sept, 2018.

[Signature]
Notary Public

My Commission Expires: 10/15/18



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

2018 Alley Improvements (Quest Project #5918682)

Project Category: Alley (Resurfacing or Reconstruction)
Project Name: 2018 Alley Improvements
County/City/State: Cook, Lincolnwood IL
Location / Site Directions: 3300 Block alley north of Devon Ave
Bids Close: 06-SEP-2018 10:00:00 AM CDT
Bids Received By: Village of Lincolnwood 6900 N. Lincoln Ave. Lincolnwood, IL 60712
Project Completion Date: 10262018
Owner Project Number: 140090.C1802
Project Description: Removal of existing stone alley, installation of subbase granular material, installation of HMA pavement, driveway removal and replacement, curb and gutter removal and replacement, PCC sidewalk removal and replacement, and all other related appurtenances and accessories necessary to complete the work.
Owner: Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood , IL 60712
contact: James Amelio
e-mail: jamelio@lwd.org
Soliciting Agent: Soliciting agent
Christopher B Burke Engineering Ltd
9575 W Higgins Road
Suite 600
Rosemont ,IL 60018
ph: 847-823-0500
fax: 847-823-0520
contact: CBBEL
e-mail: vcaro@cbbel.com
Project Documents: Spec book and plan set
Quest eBidDocs™: Download delivery fee is **\$25.00**, file size is **10.7 Mb**.

done



Document A310™ – 2010

Bid Bond

Bond Number: 2392912

CONTRACTOR:

(Name, legal status and address)

Chicagoland Paving Contractors, Inc.
225 Telser Rd
Lake Zurich, IL 60047-1582

OWNER:

(Name, legal status and address)

Village of Lincolnwood
6900 N Lincoln Ave
Lincolnwood IL 60712-2606

BOND AMOUNT: \$ Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2018 Alley Improvements

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6 day of September, 2018


(Witness)


(Witness)

Chicagoland Paving Contractors, Inc.

(Contractor as Principal)

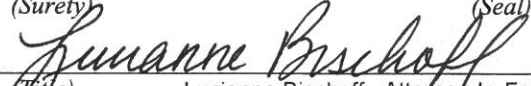
(Seal)


(Title) William R. Bowes UP

West Bend Mutual Insurance Company

(Surety)

(Seal)


(Title) Lucianne Bischoff, Attorney-In-Fact

Init.



THE SILVER LINING®

Bond No. 2392912

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Lucianne Bischoff

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of September, 2018.



Heather Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

ACKNOWLEDGMENT OF CORPORATE SURETY

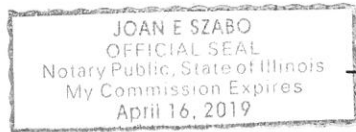
STATE OF Illinois)

ss

County of Cook)

On this 6th day of September, 20 18, before me appeared
Lucianne Bischoff to me personally known, who being by me duly sworn,
did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COM-
PANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and
that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-
Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said in-
strument to be the free act and deed of said corporation.

My Commission Expires



Joan E Szabo

Notary Public

April 16, 20 19

County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 6, 2018

Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

Attention: Mr. Andrew Letson – Director of Public Works

Subject: 2018 Alley Improvements
Bid Results / Recommendation of Award
(CBBEL Project No. 140090.C1802)

Dear Mr. Letson:

On Thursday, September 6, 2018 at 10:00 a.m. bids were received at the Lincolnwood Village Hall and opened for the 2018 Alley Improvement Project. The bids have been reviewed and tabulated and are as follows:

COMPANY	BID
- ENGINEER'S ESTIMATE	\$ 58,825.00
1 CHICAGOLAND PAVING	\$ 64,900.00
2 A LAMP CONCRETE	\$ 77,639.50
3 ABBEY PAVING	\$ 89,583.25
4 ALLIANCE CONTRACTORS	\$ 95,790.00

As you can see, Chicagoland Paving is the low bidder with a Bid of \$ 64,900.00. We have reviewed their bid document and find it to be in order. Chicagoland Paving has performed work previously within the Village and they appear qualified to perform this work. Therefore, we recommend that the contract be awarded to Chicagoland Paving.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE
Project Manager

Request For Board Action

REFERRED TO BOARD: September 20, 2018

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Plan Commission to Adopt an Ordinance Amending the Subdivision Ordinance to Establish a Minimum Lot Width of 75 Feet in the R-1 Residential Zoning District

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In the summer of 2018, a request to approve a Subdivision for a property located in the R-1 Residential Zoning District raised concerns by residents and Plan Commissioners related to the fact that current regulations do not address minimum lot width. In the opinion of those who spoke regarding this matter, this shortcoming provides the potential for the subdivision of existing lots, or the assembly and resubdivision of more than one lot, in a manner that would be out of character with the surrounding properties. At the request of the Plan Commission, the Village Board considered a request by staff to amend regulations to establish a minimum lot width for the R-1 Zoning District. The Village Board, in turn, referred the matter to the Plan Commission for Public Hearing.

Regulatory Context

The only standards related to the minimum dimensions of a new lot created through subdivision are found in the Zoning Ordinance and relate to minimum lot area. In the R-1 District, the minimum lot area is 9,000-square feet. The depths of parcels located in this zoning district vary from 130 feet to 150 feet. Based on these factors, a compliant Subdivision could be requested that creates lots with a width as low as 60 feet. While there are portions of the R-1 District where such a lot width would be consistent with surrounding properties on the same block, most of the R-1 District has lots with widths of 75 feet or more.

Public Hearing

During its September 12, 2018, Special Meeting, the Plan Commission conducted a Public Hearing related to this matter. As part of the discussion, staff presented additional information regarding the implications of amending the Subdivision Ordinance versus the Zoning Ordinance. Staff also presented modified language based on discussions with the Village Attorney. (The modified language is reflected in the "Proposed Text Amendment" section of this report.) Commissioner Novoselsky sought clarification that amending the Zoning Ordinance would create non-conformity for several lots in the R-1 District. Based on this fact, he made a motion recommending approval of the proposed Text Amendment to the Subdivision Ordinance. The Plan Commission approved the motion by a 5-1 vote. The dissenting vote was cast by Commissioner Jakubowski, who had concerns about the fact that property owners with lots that could currently be subdivided based on lot size were not given specific notice of the proposed Text Amendment, beyond the statutory requirements for a legal notice related to a Text Amendment.

Proposed Text Amendment

Staff recommends amending the Subdivision Ordinance to establish the minimum lot width requirement. This would ensure that future subdivisions, whether they entail existing lots or multiple lots that would first be consolidated, cannot result in parcels with a width of less than 75 feet. Alternatively, the Zoning Ordinance could be amended with equal effectiveness related to the width of future lots. However, this would result in non-conformity for existing lots with a width of less than 75 feet. The following text represents the proposed Text Amendment to Section 16-5-2 of the Subdivision Ordinance recommended for approval by the Plan Commission. **Text** represents proposed additions:

16-5-2 Lots.

(C) Lot width.

*(1) Residential districts. All lots located in residential districts shall be of a minimum width in accordance with the applicable standards set forth in the Zoning Ordinance. **In the R-1 Residential Zoning District, all lots shall have a minimum lot width of 75 feet.***

(2) Cul-de-sacs. All lots located on the radius of a cul-de-sac shall have a minimum front lot line of 50 feet.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. September 12, 2018 Plan Commission Minutes Excerpt (Draft)
3. September 12, 2018 Staff Report to the Plan Commission
4. July 17, 2018 Staff Report to the Village Board Committee of the Whole
5. Map of Lots in the R-1 Zoning District With a Lot Area of at Least 18,000-Square Feet
6. Relevant Code Sections
7. Staff PowerPoint Presentation

RECOMMENDED MOTION:

Move to approve an Ordinance amending Section 16-5-2 of the Subdivision Ordinance to establish a minimum lot width of 75 feet in the R-1 Residential Zoning District.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-_____

**AN ORDINANCE AMENDING SECTION 16-5-2
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING LOT WIDTH IN THE R-1 RESIDENTIAL ZONING DISTRICT**

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

**AN ORDINANCE AMENDING SECTION 16-5-2
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING LOT WIDTH IN THE R-1 RESIDENTIAL ZONING DISTRICT**

-1-

- (2) Culs-de-sac. All lots located on the radius of a cul-de-sac shall have a minimum front lot line of 50 feet.”

* * *

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

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

PASSED this ____ day of ____, 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 the
____ day of ____, 2018.

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

#60599572_v1

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



**DRAFT MEETING MINUTES
OF THE
PLAN COMMISSION
SEPTEMBER 12, 2018 – 7:00 P.M.**

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

MEMBERS PRESENT:

Chairman Mark Yohanna
Sue Auerbach
Steven Jakubowski (arrived after Pledge of Allegiance)
Adi Kohn
Henry Novoselsky
Don Sampen

MEMBERS ABSENT:

Anthony Pauletto

STAFF PRESENT:

Steve McNellis, Community Development Director
Doug Hammel, Community Development Manager
Kathryn Kasprzyk, Community Development Coordinator

I. Call to Order

Chairman Yohanna noted a quorum of five members and called the meeting to order at 7:05 p.m.

II. Pledge of Allegiance

III. 6850 North McCormick Boulevard – Amendments to Previously-Adopted Ordinances for a Planned Unit Development

IV. Case #PC-13-18: Zoning Code and/or Subdivision Code Text Amendment – Minimum Lot Width in the R-1, Residential Zoning District

Chairman Yohanna announced Case #PC-13-18 for consideration of a Village Board referral of Zoning Code and/or Subdivision Code Text Amendment to consider modifying standards to require a minimum lot width of 75 feet in the R-1, Residential Zoning District.

Development Manager Hammel provided a brief background on the proposed Amendment to the Zoning Code. Currently, the minimum lot size is 9,000-square feet with no minimum lot width.

Commissioner Novoselsky inquired about the same standard being applied to lots in the R-2 and R-3 Residential Zoning Districts. Development Director McNellis replied the plan is to review other residential districts in the near future.

Two options for consideration are whether to modify the Subdivision Ordinance or the Zoning Code. Subdivision Variation approvals are not based on hardship, but are based on not having an adverse impact on surrounding properties, whereas the Zoning Variations require demonstration of a hardship. Commissioner Novoselsky clarified that amending the Zoning Ordinance would result in several lots becoming non-conforming to the new standard. The recommended Subdivision Text Amendment language is as follows: **In the R-1 Residential Zoning District, any parcels resulting from a Subdivision shall have a minimum lot width of 75 feet.**

Motion to recommend approval to amend the Subdivision Ordinance language as proposed, was made by Commissioner Novoselsky and seconded by Commissioner Sampen. Case #PC-13-18 will be heard at the September 20, 2018 meeting of the Village Board.

Aye: Novoselsky, Sampen, Auerbach, Kohn, and Yohanna

Nay: Jakubowski

Motion Approved: 5-1

VI. Next Meeting

The next meeting of the Plan Commission is scheduled for Wednesday, October 4, 2018.

VII. Public Comment

Chairman Yohanna asked if there was anyone from the audience who would like to address the Plan Commission. Let the record state that no one came forward.

VIII. Adjournment

Motion to recommend adjournment was made by Commissioner Sampen and seconded by Chairman Yohanna. Meeting adjourned at 9:00 p.m.

Aye: Sampen, Yohanna, Auerbach, Jakubowski, Kohn, and Novoselsky

Nay: None

Motion Approved: 6-0

Respectfully submitted,

Kathryn Kasprzyk
Community Development Coordinator



Plan Commission Staff Report

Case # PC-13-18

September 12, 2018

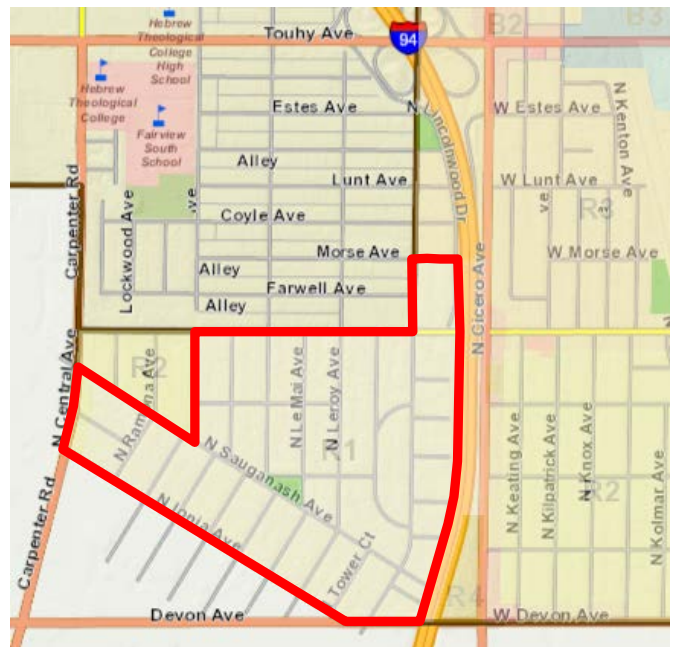
Subject Properties: All Properties Located in the R-1 Residential Zoning District

Petitioner: Village Board (referred on July 17, 2018)

Requested Action: Consideration of a Subdivision Code and/or Zoning Code Text Amendment to establish a minimum lot width of 75' in the R-1 Residential Zoning District

Background

In the summer of 2018, the owner of a property located in the R-1 residential zoning district requested permission to subdivide their property into two lots. The proposed lots were found to be in compliance with all Subdivision and Zoning Code requirements, and therefore, the Village had limited discretion in its ability to either deny the request or apply conditions to its approval. However, the deliberations related to this request raised concerns by residents and Plan Commissioners related to the fact that current regulations do not address lot width. In the opinion of those who spoke regarding this matter, this shortcoming provides the potential for the subdivision of existing lots, or the assembly and resubdivision of more than one lot, in a manner that would be out of character with the surrounding properties.



At the request of the Plan Commission, the Village Board considered a request by staff to amend regulations to establish a minimum lot width for the R-1 zoning district. The Village Board in turn referred the matter to the Plan Commission for public hearing.

Regulatory Context

It was believed by some members of the community that a minimum lot width requirement was already in place. However, the only standards related to the minimum dimensions of a new lot created through subdivision are found in the Zoning Ordinance and relate to minimum lot area. In the R-1 district, the minimum lot area is 9,000 square feet. (Attachment #2 of this report identifies existing properties that could be subdivided and meet the current minimum lot area requirement.) The depths of parcels located in this zoning district vary from 130 feet to 150 feet.

Based on these factors, a compliant Subdivision could be requested that creates lots with a width as low as 60 feet. While there are portions of the R-1 district where such a lot width would be consistent with surrounding properties on the same block, most of the R-1 district has lots with widths of 75 feet or more.

Considerations

The primary consideration regarding a potential Text Amendment is whether to amend the Subdivision Ordinance or Zoning Ordinance. The amendment could be made to either portion of the Village Code with equal effectiveness on future parcels. However, the western portion of the R-1 zoning district included several lots with existing widths of less than 75 feet, and there are other such lots found in other portions of the R-1 zoning district. Amending the Zoning Ordinance would result in non-conformity for these lots. This could pose unforeseen constraints on those lots in the future. Staff recommends amending the Subdivision Code to establish the minimum lot width requirement. This would ensure that future subdivisions, whether they entail existing lots or multiple lots that would first be consolidated, cannot result in parcels with a width of less than 75 feet, and would avoid the non-conformity issue described above.

Recommendation

Section 16-5-2(C) of the Subdivision Code references lot width, but does not establish a minimum lot width. Staff recommends that it be amended to read as follows (**bold underlined** text represents proposed additions):

16-5-2 Lots.

(C) Lot width.

*(1) Residential districts. All lots located in residential districts shall be of a minimum width in accordance with the applicable standards set forth in the Zoning Ordinance. **In the R-1 Residential Zoning District, any parcels resulting from the Subdivision of existing lots, or the consolidation of existing lots and resubdivision of future lots, shall have a minimum lot width of 75 feet.***

(2) Culs-de-sac. All lots located on the radius of a cul-de-sac shall have a minimum front lot line of 50 feet

Staff is seeking direction and formal action from the Plan Commission regarding the language proposed above. It should be noted that the language recommended by the Plan Commission will undergo legal review prior to consideration by the Village Board. However, it should be anticipated by the Plan Commission that any comments resulting from that review will not change the spirit or intent of what the Commission recommends for consideration by the Village Board. If the intent or spirit of the language is altered, staff will return the matter to the Plan Commission.

Documents Attached

1. July 17, 2018 Staff Report to the Village Board Committee of the Whole
2. Map of Lots in the R-1 Zoning District with a Lot Area of at least 18,000 Square Feet
3. Relevant Code Sections



MEMORANDUM

TO: Timothy Wiberg
Village Manager

FROM: Doug Hammel, AICP
Development Manager

DATE: July 17, 2018

SUBJECT: Minimum Lot Width Requirement for the R-1 Residential District

BACKGROUND

Residents and Village officials have recently expressed concerns related to the lack of subdivision or zoning standards regulating minimum lot width in the R-1 Residential zoning district. Generally, concerns heard by staff relate to the potential impacts on neighborhood character, stormwater management, and tree preservation should properties be permitted to subdivide into lots with a width of less than 75 feet. This threshold was believed by many to be an existing standard in the R-1 district, though the Village Code does not specifically identify it as such.

The only standards related to the minimum measurements of a new lot created through subdivision are found in the Zoning Ordinance and relate to minimum lot area. In the R-1 district, the minimum lot area is 9,000 square feet. The depths of parcels located in this zoning district vary from 130 feet to 150 feet. Based on these factors, a compliant Subdivision could be requested that creates lots with a width as low as 60 feet. While there are portions of the R-1 district where such a lot width would be consistent with surrounding properties on the same block, most of the rest of the R-1 district has lots with width of 75 feet or more.

RECOMMENDATION

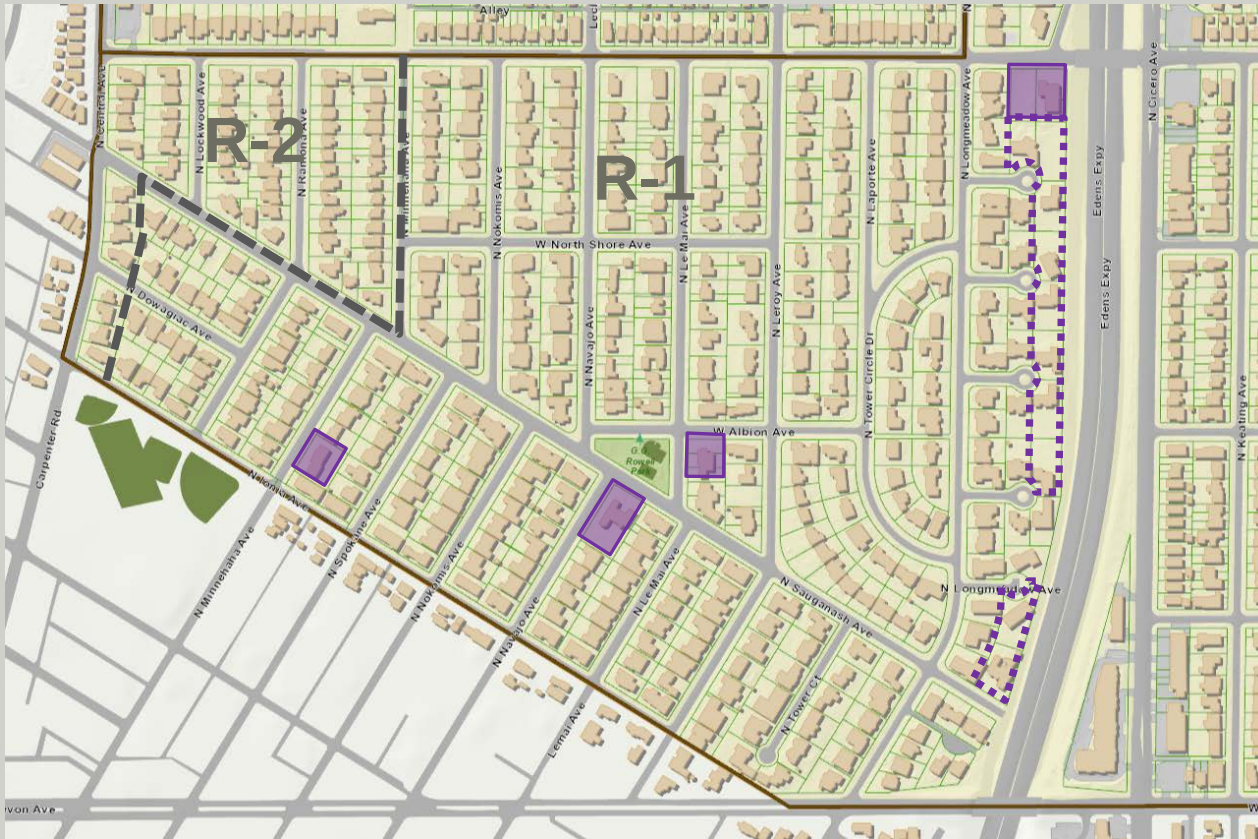
Staff recommends the Village Board refer this matter to the Plan Commission to initiate a Public Hearing to consider a potential Text Amendment to either the Subdivision Code or Zoning Code. Such a Text Amendment would relate to the minimum lot width in the R-1 Residential zoning district. During deliberations, the Plan Commission and Village staff could assess the following policy questions:

- What impact would a minimum lot width requirement have on potential future subdivisions?
- What impacts, if any, would a minimum lot width requirement have on existing lots?

DOCUMENTS ATTACHED

1. Relevant Regulations
2. PowerPoint Presentation

Map of Subdividable Lots in the R-1 District



 *Subdividable Lots
Requiring No
Additional
Approval*

 Lots Requiring
Additional
Approval for
Subdivision or
Infeasible for
Subdivision

Lots over 18,000 Square Feet in R-1

Attachment #3. Relevant Code Sections

Subdivision Code

16-5-2 Lots.

(A) General. All lots shall be designed and subdivided in conformance with the Zoning Ordinance, including, without limitation, compliance with the lot area requirements of the Zoning Ordinance. Outside the corporate limits, the minimum area of each proposed lot shall be not less than the minimum lot area required by the zoning regulations of the County of Cook for the district in which the proposed lot is located.

(B) Lot shapes. Every lot shall have four sides. Exceptions may be approved when the applicant demonstrates that a four-sided lot is not feasible because of peculiar topographical conditions, abutting lots of record or abutting parcels, or preexisting parcels not owned directly or indirectly by the applicant. A lot of other than four sides will not be approved if it appears that it has been formed solely to comply with the minimum area, depth and width requirements of the Zoning Ordinance. As nearly as practicable, intersecting lot lines shall form right angles with each other.

(C) Lot width.

(1) Residential districts. All lots located in residential districts shall be of a minimum width in accordance with the applicable standards set forth in the Zoning Ordinance.

(2) Culs-de-sac. All lots located on the radius of a cul-de-sac shall have a minimum front lot line of 50 feet.

Zoning Code

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
Lot Standards (single-family dwelling units)			
Minimum lot size (square feet)	9,000 SF	7,000 SF	5,400 SF
Maximum Impervious coverage: %	60%	60%	60%
Maximum building coverage (%)	35%	35%	35% (Note 4)

- Note 4 In the R-3 District, the Zoning Administrator may approve a building coverage of up to 40% to accommodate the construction of a one- or two-car garage that meets the following standards:
- a) The garage does not exceed 500 square feet in floor area:
 - b) The total building coverage of all other structures on the lot does not exceed 35%, unless otherwise authorized through a variation granted in accordance with Section 5.15 of this Zoning Ordinance: and
 - c) The proposed garage is compliant with all other requirements set forth in this Zoning Ordinance, except as otherwise authorized through a variation granted in accordance with Section 5.15 of this Zoning Ordinance.

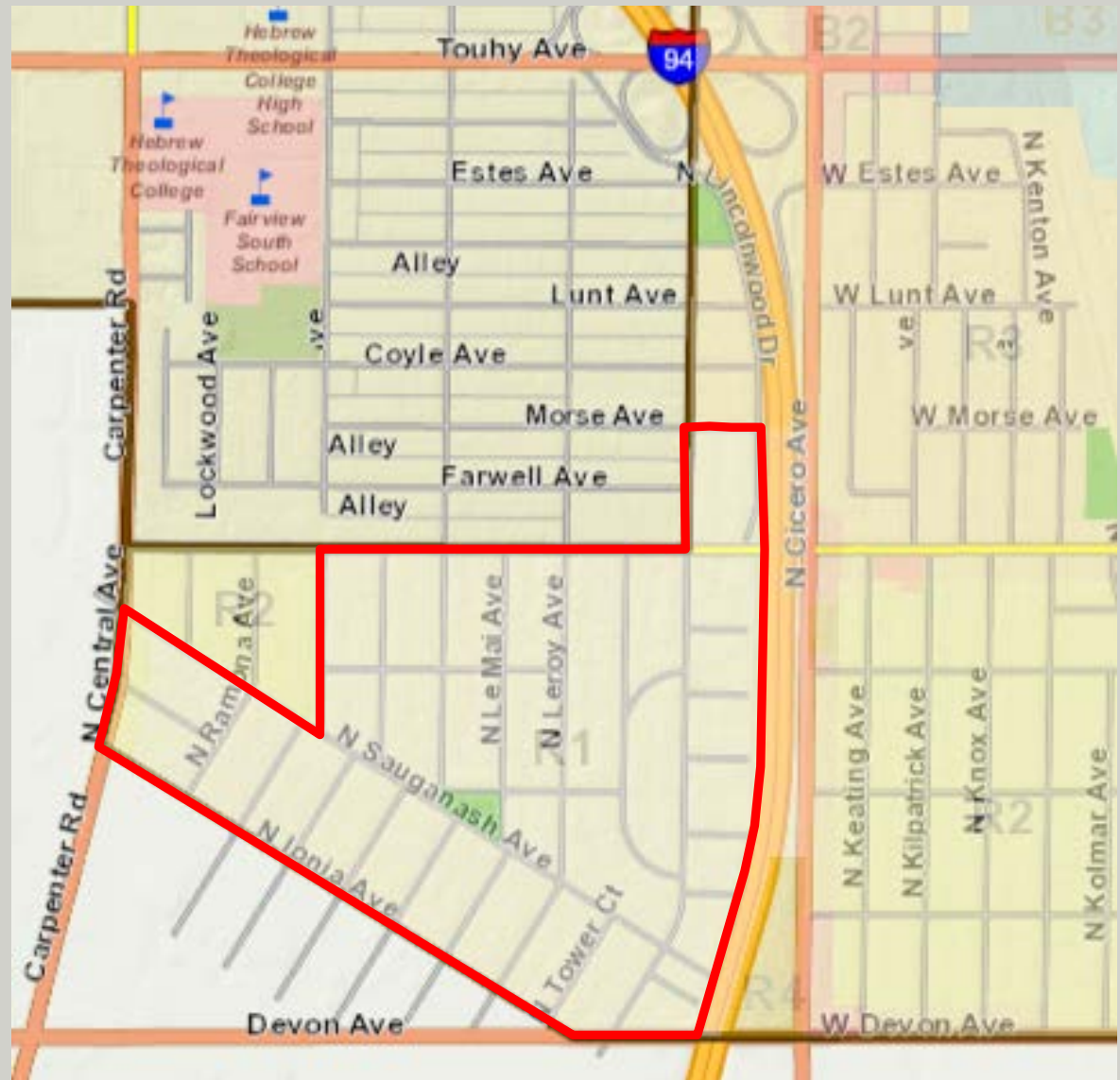
Case # PC-13-18

Subdivision Ordinance
Text Amendment regarding
Minimum Lot Width in the
R-1 Zoning District

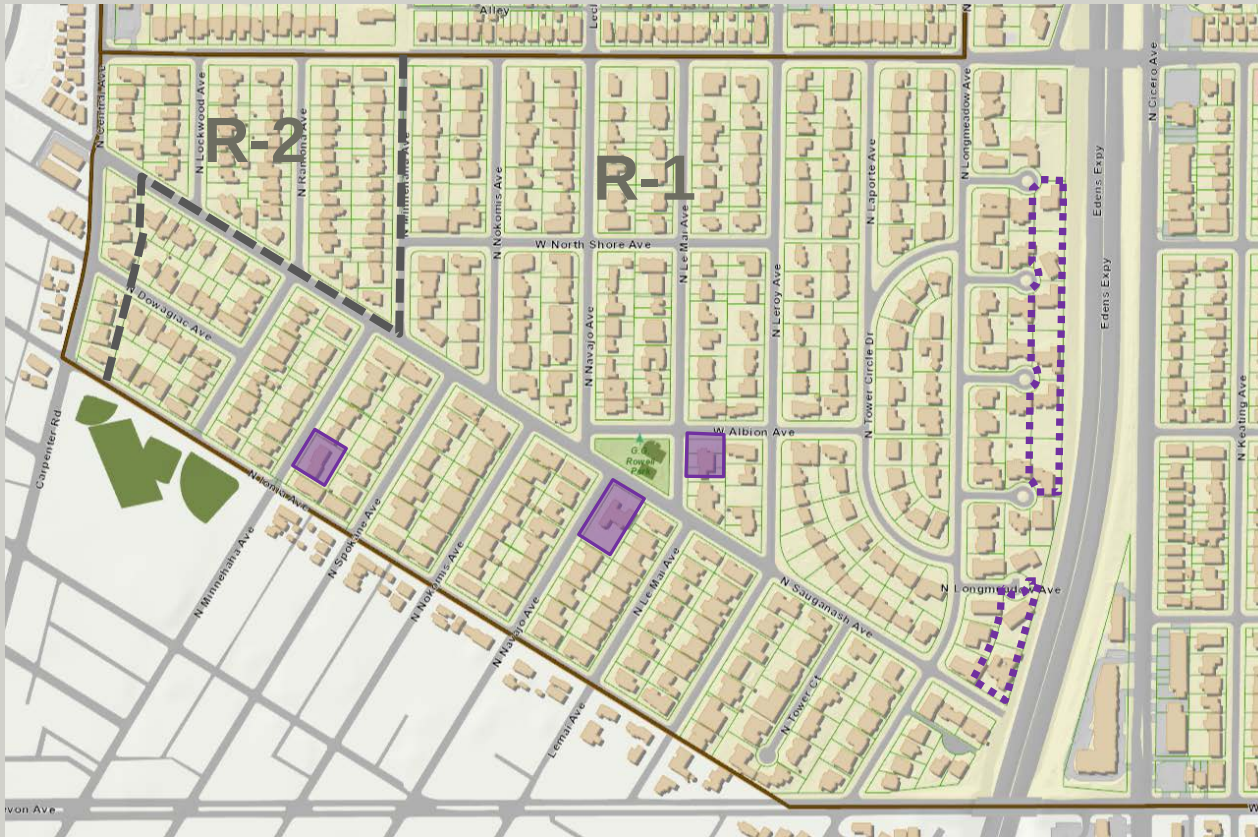
R-1 Residential Zoning District

Regulatory Context:

- Minimum Lot Size: 9,000 s.f.
- Minimum Lot Width: None
- Typical potential minimum lot width based on block depth: 60'



Map of Subdividable Lots in the R-1 District



 *Subdividable Lots
Requiring No
Additional
Approval*

 *Lots Requiring
Additional
Approval for
Subdivision or
Infeasible for
Subdivision*

Lots over 18,000 Square Feet in R-1

Plan Commission Recommendation

- Option #1: Amend the Subdivision Ordinance
 - Standards for Variation approval are not based on hardship; they are based on not having adverse impacts on surrounding properties
- Option #2: Amend the Zoning Ordinance
 - Results in non-conformity for several lots in the R-1 District



 *Lots with widths of less than 75'*
(53 lots)

Plan Commission Recommendation

- Amend Section 16-5-2(C)(1) of the Subdivision Ordinance as follows:

16-5-2 Lots.

(C) Lot width.

(1) Residential districts. All lots located in residential districts shall be of a minimum width in accordance with the applicable standards set forth in the Zoning Ordinance. In the R-1 Residential Zoning District, all lots shall have a minimum lot width of 75 feet.

(2) Culs-de-sac. All lots located on the radius of a cul-de-sac shall have a minimum front lot line of 50 feet

Requested Action

- ***Approval of an Ordinance amending Section 16-5-2(C)(1) of the Subdivision Ordinance to establish a minimum lot width of 75 feet for lots in the R-1 Zoning District***

Date of Request*	Request Made By	Public Record Requested
9/5/2018	Omar Alrefai	Crash Report
9/4/2018	Invisible Institute	a full and complete copy of all rules, regulations, policies, and/or directives of the Lincolnwood Police Dept.; blank copies of the Lincolnwood Police Dept. forms filled out when the following occur: uses of force, officer-involved shooting
9/4/2018	Gary Jones	Copy of a ticket
9/4/2018	Alexander Kazhinsky	Request for red light camera video regarding a hit and run accident
9/5/2018	Joseph Capenigro	Video and photos regarding an accident
9/6/2018	Beaty and Bender	Crash Reports 8-27-18 to 9-3-18
9/6/2018	Jada Powell	List of businesses that filed for a business license in the month of August 2018. List should include business names, addresses and any other contact info you can provide.
9/6/2018	Thomas Peters	copies of residential and commercial building permits applied for and issued between 8-1-2018 and current date. Only provide permits with construction value over \$400,000. please provide general contractor, architect, contact information, construction value, and job site address. also, if your village keeps records of applications for plan review, please provide those with the same criteria as above. please attach copies of all building demolition permits within the dates stated above.
9/11/2018	Kale Kakhiani	6942 and 7128 Crawford: Lincolnwood Liens on properties
9/12/2018	Valentina Stanke	Bid results/tabulations or award for:9-6-18 2018 alley improvements.
9/13/2018	Dick Frantz	issued building permits for both new and remodel residential and commercial permits & \$100,000 and up from august 1 to august 31
9/13/2018	Afzal Ahmed	6415 Drake: any property violations

*In addition, 7 police reports were requested during this period.