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VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:45 P.M. NOVEMBER 20, 2018

AGENDA

I) Call to Order

II) Roll Call

1) Committee of the Whole Minutes – November 6, 2018

III) Public Comment

IV) Regular Business

1) Discussion Regarding Six Month Review 90 Miles Cuban Café (6:45-7:00 p.m.)

2) Status Report by the Human Relations Commission (7:00-7:30 p.m.)

V) Adjournment

DATE POSTED: November 16, 2018

Return to COTW Memo

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
NOVEMBER 6, 2018

Draft

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:17 PM, Wednesday, November 6, 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, Cope, Ikezoe-Halevi, Hlepas Nickell, and Spino

ABSENT: Trustee Sugarman

A quorum was present.

Also present: Village Attorney Steven Elrod, Interim Village Manager, Robert Merkel; Acting Assistant Village Manager, Chuck Meyer; Public Works Director, Andrew Letson; Assistant to the Public Works Director, Nadim Badran, Police Chief, Jay Parrott, Management Analyst Heather McFarland; Development Manager Doug Hammel; and Community Development Director Steve McNellis.

Approval of Minutes

Minutes of the October 16, 2018 Committee of the Whole were distributed in advance of the meeting and were examined.

Trustee Cope moved to approve the minutes as presented, Trustee Patel seconded the motion.

The motion passed with a Voice Vote.

Public Comment

None

Closed Session

1. At 6:19 pm a motion was made by Trustee Cope to adjourn to a Closed Session to discuss pending Litigation Per Section 2(c)(11) and Employment Matters Per Section 2(c)(1). The motion was seconded by Trustee Patel.

Upon roll call the results were:
AYES: Trustees Patel, Cope, Ikezoe-Halevi, Hlepas Nickell, and Spino.
NAYS: None The motion passed.

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Reconvention

At 7:36 Mayor Bass reconvened the Committee of the Whole.

Adjournment

At 7:37 PM Trustee Spino moved to adjourn Committee of the Whole, seconded by Trustee Cope. The motion passed with a Voice Vote.

Respectfully Submitted,

Charles Meyer
Deputy Village Clerk

Return to COTW Memo

MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Charles Meyer, Acting Assistant Village Manager

DATE: November 16, 2018

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

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:45 p.m.** on Tuesday evening. Dinner will be available in the Village Hall Board Conference Room starting at 6:00 p.m. Please find below a summary of the items for discussion:

1) **Discussion Regarding Six Month Review of 90 Miles Cuban Café (6:45-7:00 p.m.)**

On April 3, 2018, the Village Board approved an A-1 Liquor License for 90 Miles Cuban Café allowing them to stay open until 3:00 a.m., Saturdays, Sundays and New Year's Day. At the February 20, 2018 COTW it was discussed that the Village Board would be willing to issue the Class A-1 Liquor License to 90 Miles Cuban Café with the condition that it would be reviewed after six months from the date of issuance. Police Chief Parrott will present information to the Village Board and ask if they would like to allow 90 Miles Cuban Café to remain open till 3:00 a.m. on Saturdays, Sundays and New Year's Day or if they would like to revoke the Class A-1 Liquor License and return to the Class A Liquor License with an early closing time of 1:00 a.m. on Saturdays, 2:00 a.m. on Sundays.

2) **Status Report by the Human Relations Commission (7:00-7:30 p.m.)**

Human Relations Commissioner, Wynne Terlizzi, will be present to discuss the attached status report and PowerPoint with the Village Board.

If you should have any questions concerning this matter, please feel free to contact me.

Return to COTW Memo

Village of Lincolnwood
Village Board Committee of the Whole

Commission: **Human Relations Commission**

Commissioners:
Mary Athans, Chair
Wynne Terlizzi, Vice-Chair
Chris Barnabas, Secretary
Jennifer Costantino
Amina Elmahdy
Sheryl Rae Ghezzi
Mario Rizzotti

Summary of Significant Activities:

- Iron Chief's Event
- Memorial Day Parade
- Independence Day Concert in the Park
- Annual Lincolnwood Turkey Trot
- Annual Human Relations Commission Award
    - Jean Weiss – 2016 Recipient
    - Elias Jinar – 2017 Recipient
    - Carol Janossy – 2018 Recipient
- Village Wide Food Drive (Niles Township Food Pantry)

FY 2019-20 Anticipated Activities/Goals

- Continuation of Current Programs
- Improve Event Publicity
- Continued Involvement in Community Events
- Consideration of Additional Diversity Month Initiatives
    - Summer Cultural Diversity Celebration
    - Movie in the Park (Proesel and Neighborhood Parks)
    - Coffee with the Clergy
    - Training for Leaders of the Local Clergy
    - Block Party Kits

Specific Questions or Comments for the Village Board:

- Proposed HRC Budget - $1,000

Return to COTW Memo

Village of Lincolnwood
Human Relations Commission



Biennial Report
May 1, 2016 – Oct 1, 2018

Return to COTW Memo

Mission

The Village of Lincolnwood is a diverse community comprised of people of different racial, ethnic, national and religious backgrounds. Our community encompasses residents of all ages, education and economic levels. The Village's Human Relations Commission understands that cultural diversity can sometimes become a cause for social unrest and disharmony. Therefore, the Human Relations Commission is committed to promoting recognition and respect for the dignity of each member of the community. With this in mind, the Human Relations Commission will create opportunities for the community to participate in positive interpersonal experiences by:

- **sponsoring enjoyable events and activities for citizen involvement;**
- **providing educational enrichment; and,**
- **serving as a resource and facilitator for the citizens of Lincolnwood**.

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Members of the Human Relations Commission (HRC)

- Mary Athans, Chair
- Wynne Terlizzi, Vice-Chair
- Chris Barnabas, Secretary
- Jennifer Costantino
- Amina Elmahdy
- Sheryl Rae Ghezzi
- Mario Rizzotti

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Memorial Day Parade





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Independence Day
Annual Concert in the Park

Music provided by
the Lincolnwood Strings Orchestra





Photos (Kevin Tanaka / Pioneer Press)

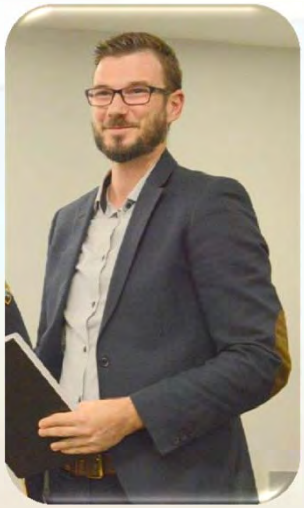
Refreshments were served by HRC Members

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HRC Person of the Year Award

2016 Recipient
Jean Weiss





2017 Recipient
Elias Jinar

2018 Recipient
Carol Janossy



Return to COTW Memo

Iron Chief's Competition







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Donation to Niles Township Food Pantry

On behalf of the Human Relations Commission, a check was presented to representatives of the Niles Township Food Pantry from proceeds of the Iron Chief's Competition during the June 6, 2018 Village Board Meeting.



On hand to accept an award given to the Niles Township Food Pantry from the Lincolnwood Human Relations Commission were (L-R) Trustee Don Gelfund, Supervisor Marilyn Glazer, Clerk Charles Levy and Trustee Mark Collins.

Photo from Niles Township Report –Summer 2018

Return to COTW Memo

Food Drive



The HRC conducted a food drive in early spring. Collection sites included Todd, Rutledge and Lincoln Halls, Lincolnwood Library, Village Hall, Police Department, Bank Financial, Brickyard Bank, Liberty Bank, MB Financial Bank and Republic Bank. Over 200 grocery bags were collected.

Year round collection bins are located at the Village Hall and Police Department.

Non-perishable items were collected and donated to the Niles Township Food Pantry.

Return to COTW Memo

Future Goals & Projects

- Prepare HRC programs
- Relate program information to Village Boards and other Commissions
- Continue to work with the Village Administration regarding HRC communications on the Village website and social media
- Create diversity month activities
- Bring public awareness of humanitarian issues as it relates to our community

Return to COTW Memo

Future Goals & Projects (cont'd)

- Iron Chiefs' Cook-off III
- Diversity Garden
- Explore Additional Avenues of Communication (i.e., schools, etc.) to Reach Out to Residents Regarding HRC Activities and Initiatives

Questions or Comments



Return to VB Agenda

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

AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Village Board Minutes November 6, 2018

V. Warrant Approval

VI. Village President's Report

1. Appointment of Maggie Weiss to the Beautification Commission

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 Interim Village Manager, and the matter will be removed from the Consent Agenda and added to Regular Business.)

1. Approval of a Resolution Approving a Smart Phone Compensation Agreement Between the Village and the Illinois Fraternal Order of Police Labor Council (Appears on Consent Agenda Because it is a Routine Function of Government)

2. Approval of a Resolution Requesting Motor Fuel Tax Funds from the State of Illinois Pertaining to General Maintenance (Appears on Consent Agenda Because it is a Routine Function of Government)

3. Approval of a Resolution Approving an Agreement with Municipal GIS Partners, Inc. for GIS Support Services (Appears on Consent Agenda Because it is a Routine Function of Government)

4. Approval of a Resolution to Authorize the Execution of a Contract with F.E. Moran of Northbrook, Illinois for the Replacement of the Village Hall Boiler in an Amount Not-to-Exceed $95,600 (Appears on Consent Agenda Because it is for the Lowest Qualified Bidder)

VIII. Regular Business

5. Consideration of a Resolution Granting Preliminary Approval of a Special Use for a Planned Unit Development, with Zoning Modifications and Approval of a Preliminary Plat of Subdivision to Permit a Mixed-Use Development at 4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue

6. Public Hearing Regarding the Establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project

7. Consideration of a Recommendation by the Plan Commission to Approve an Ordinance Approving a Zoning Code Text Amendment Related to the Permissibility of Ice Rinks

8. Consideration of a Resolution Authorizing the Execution of a Consultant Services Agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for Phase II Engineering Services Related to the Street Storage – Stage II Project in the Amount of $289,522

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Report

XIII. Public Forum

XIV. Closed Session

Closed Session is Requested to Discuss Employment Matters Per Section 2(c)(1)

XV. Adjournment

DATE POSTED: November 16, 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.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
NOVEMBER 6, 2018

DRAFT

Call to Order

President Bass called the regular meeting of the Lincolnwood Board of Trustees to order at 7:41 PM Tuesday, November 6, 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 Deputy Village Clerk Charles Meyer the following were:
PRESENT: President Bass, Trustees Cope, Ikezoe-Halevi, Patel, Hlepas Nickell, and Spino.
ABSENT: Trustee Sugarman

A quorum was present.

Also present: Interim Village Manager, Robert Merkel, Acting Assistant Village Manager, Charles Meyer; Management Analyst, Heather McFarland; Development Manager, Doug Hammel; Public Works Director, Andrew Letson; Police Chief, Jay Parrott; Accountant, Ben Harris; Assistant to the Public Works Director, Nadim Badran; and Village Attorney Steven Elrod.

Approval of Minutes

The minutes from the October 16, 2018 Village Board meeting was presented to the Village Board. Trustee Ikezoe-Halevi made a motion to approve, seconded by Trustee Spino.

The minutes were approved by a voice vote.

Warrant Approval

President Bass presented the warrants for approval in the amount of $1,173,751.10. Motion to approve the warrants made by Trustee Hlepas Nickell, seconded by Trustee Patel.

Upon roll call the results were:
AYES: Trustees Cope, Ikezoe-Halevi, Patel, Hlepas Nickell, and Spino
NAYS: None The motion passed.

Village President's Report

1. Proclamation Regarding Charles Greenstein

President Bass read the proclamation honoring former Village Treasurer, Charles Greenstein and presented his wife, Lenore Greenstein and their daughter, Vicki Estrada, with a framed copy of the proclamation and a bouquet of flowers for all of Mr. Greenstein's years of service to the Village.

Mrs. Greenstein thanked everyone and said that her husband had always been proud of his service to the community.

2. Appointment of Sheryl Rae Ghezzi to the Human Relations Commission

President Bass recommended the appointment of Ms. Ghezzi to the Human Relations Commission.

Trustee Patel moved to approve the appointment, seconded by Trustee Spino.

Upon roll call the results were:
AYES: Trustees Cope, Ikezoe-Halevi, Patel, Hlepas Nickell, and Spino
NAYS: None The motion passed.

3. Investing in Illinois Program

President Bass reported that as part of its Investing in Illinois program, Nicor will be replacing an outdated gas main on Keating Avenue between Pratt and Devon Avenues. Nicor's contractor, NPL, has informed the Village that work is expected to begin in the next couple of weeks and will be wrapped up by the end of the year with the exception of some restoration work which will be finalized in the spring. More information about the project, including a notification letter that was mailed to the affected properties, is available on the Village's website.

4. 42nd Annual Turkey Trot Registration and Volunteers

President Bass reported that there is still time to register for the 42nd annual Lincolnwood Turkey Trot Sunday, November 18th in Proesel Park. This 5K and 10K race takes you through scenic Lincolnwood featuring a flat, fast course perfect for novice as well as experienced runners. A 5K Fitness Walk and Drumstick Dash (for children 6 years of age and younger) round out this historic event.

The 5K and 10K races kick off at 8:45am, followed by the fitness walk at 9am and the Drumstick Dash at 10:20am.

All pre-registered runners and walkers will receive a long-sleeve running shirt and finisher medal when the finish line is crossed.

So stop by the Parks and Recreation office in Village Hall, Monday-Friday between 9am-5pm to register or register online on active.com. But don't wait, because we are only 12 days away from this from this fun and memorable event.

Also it's not too late to volunteer for the Turkey Trot! Please stop by the Parks and Recreation office or contact Olivia Antosz at oantosz@lwd.org prior to November 16 to learn more about race day volunteer opportunities.

Consent Agenda

1. Approval of a Resolution Establishing the Village Board and Committee of the Whole Meeting Dates for Calendar Year 2019

2. **Approval of an Ordinance Amending Chapter 10 of the Village Code of Lincolnwood Creating an Off-Premise Liquor License and a Resolution Amending the Annual Fee Resolution Regarding Class B-1 Liquor Licenses**

3. **Approval of a Resolution Determining Amounts of Money to be Raised Through Ad Valorem Property Taxes**

4. **Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance Amending Section 7-2-6 of the Village Code Pertaining to Schedule of Yield Streets**

5. **Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance Amending Sections 7-2-12 and 7-2-14 of the Village Code Regarding Parking Restrictions**

6. **Approval of a Recommendation by the Economic Development Commission to Adopt a Resolution Supporting and Consenting to Approval of a Class 7C Property Tax Abatement Incentive with AJZ-Lincolnwood LLC (Zeigler Auto Group) for the Proposed Zeigler Cadillac Dealership at 7373 North Cicero Avenue**

7. **Approval of a Resolution Authorizing the Purchase of Rock Salt for Roadway Snow and Ice Removal through the State of Illinois Joint Purchasing Program in an Amount Not-to-Exceed $59,788.80**

Trustee Cope requested removal to Regular Business for discussion

8. **Approval of a Resolution Authorizing the Execution of a Consultant Services Agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for Phase II Engineering Services Related to the Street Storage – Stage II Project in the Amount of $289,522**

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

Upon Roll Call the results were:
AYES: Trustees Cope, Ikezoe-Halevi, Patel, Hlepas Nickell, and Spino
NAYS: None The motion passed.

Regular Business

9. **Consideration of a Staff Recommendation to Approve the Selection of SAFEbuilt Illinois, LLC, to Provide Building Inspection and Plan Review Services to the Community Development Department, to Approve the General Terms Related to Those Services, and to Authorize the Village Attorney to Draft a Contract Related to Those Terms**

This item was presented by Mr. Hammel using PowerPoint.

Background

- Pre-2009: Village employed building professionals for plan review and inspections
- 2009: Village contracted with TPI for such services
  - Contract has been active for nine years
  - Community Development has implemented new permitting systems

  - Staff seeks to ensure the Village is receiving high level of service
- Spring/Summer 2018: Village participated in a multi-municipal RFP process

RFP Process

- Goals:
  - Ensure the Village is receiving a high level of services
  - Seek opportunities for stable or reduced costs
  - Remain competitive with surrounding communities in terms of the performance of building services
- Process Timeline:
  - January/February 2018: Lincolnwood is invited by the Village of Glenview/confirms interest in participating in multi-municipal RFP process
  - May/June 2018: Village staff receives draft RFP, attends coordination meeting in Glenview, and provides supplemental information
  - July 20: RFP issued by the Village of Glenview on behalf of 13 communities
  - August 31: RFP submittal deadline
- Vendor Evaluation:
  - Six proposals were submitted
  - Staff evaluated the proposals and identified three shortlist vendors
    - SAFEbuilt
    - HR Green
    - Globetrotter
  - September 2018: Staff participated in interviews with shortlist vendors
  - October 2018: Staff notified the Village of Glenview that SAFEbuilt has been selected as the preferred vendor for Lincolnwood

Anticipated Benefits of SAFEbuilt

- Reduced costs of between $20,000 and $40,000 annually
- Reduced plan review turnaround time
- Potential for greater flexibility for inspection days
- Higher level of responsiveness for emergencies or special meetings
- Greater potential to implement electronic plan review

Summary of General Terms

- Services to include plan review (in-house and remote) and building inspections
- Two-year initial contract term beginning January 1, 2019, with option for three one-year extensions
- Hourly rates from $62.50-$74.00 ($80 for emergencies/holidays)
- No increase in rates for length of contract up to five years
- Plan reviews completed in five business days (re-reviews in three business days)
- Potential to contract for additional services on a not-to-exceed basis as needed

Proposed Cost of Services

- SAFEbuilt Cost Proposal: Approximately $130,000 annually based on anticipated workflow
- Actual costs will vary depending on permit volume and the nature of reviews, inspections and special meetings
- Costs are generally offset by Building Permit Fees
- Staff will monitor costs and anticipates assessing the viability of revised fees after one year

Requested Action

- Approval of:
  - Staff's recommendation of SAFEbuilt as the preferred vendor for the provision of Plan Review and Building Inspection Services
  - The general terms included in staff's report
- Direct the Village Attorney to draft a contract for the services to be provided by SAFEbuilt, and an Ordinance authorizing execution of that contract

Trustee Patel stated that over the years it appears that the standards that were originally set out when outsourcing this service have relaxed. He stated that he is pleased to see the level of service improving, specifically the number of days that inspections are offered. He asked whether someone from SAFEbuilt would have a staff member on site.

Mr. Hammel introduced Reese Menard, a representative of SAFEbuilt, stated that someone would be on site.

Trustee Patel asked if the same inspectors and reviewers would be used on projects. Mr. Menard stated that consistency of inspectors is a priority for SAFEbuilt. Additionally, he stated that the company has ten plan reviewers in Illinois who will work on reviews for Lincolnwood. Trustee Patel inquired if a lack of consistency is identified as a concern if a specific individual could be assigned to plan reviews in Lincolnwood. Mr. Menard stated that if this was identified as an issue, SAFEbuilt would identify a solution.

President Bass stated that the selection of SAFEbuilt is the result of a long process to identify a new building services consultant.

Trustee Hlepas Nickell asked how the transition between firms would be handled. Mr. Menard stated that SAFEbuilt will first review local amendments to the codes. Mr. Hammel stated that staff has already identified several technical code issues to bring to the attention of SAFEbuilt so that they understand our local processes. This will result in a number of meetings to ensure the firm has a strong understanding of the Village's expectation.

Motion to move to approve and to direct the Village Attorney to draft a contract was made by Trustee Patel, seconded by Trustee Hlepas Nickell.

Upon Roll Call the results were:
AYES: Trustees Cope, Ikezoe-Halevi, Patel, Hlepas Nickell, and Spino
NAYS: None The motion passed

10. Consideration of a Recommendation of the Traffic Commission to Approve a Resolution Pledging $11,000 in Local Funds for a $124,000 Grant through the Safe Routes to School Program for Pedestrian Improvements on Pratt and Crawford Avenues

This item was presented by Mr. Letson using PowerPoint.

IDOT – Safe Routes to School

- Federal-Aid Program administered through state DOTs
  - To provide a safe walking and bicycling route to school
  - To encourage a healthy and active lifestyle from an early age

    - To facilitate activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of primary and middle schools
- Funding
    - Reimbursable grant program – Lincolnwood to supply upfront cost
    - Construction and Construction Engineering (Design excluded)
    - 100% funded with no local match required
    - $200,000 funding limit
- Eligible Projects
    - Sidewalk improvements, traffic calming/speed reduction, traffic control devices, pedestrian and bicycle improvements, on-street bicycle facilities, off-street bicycle facilities, and secure bicycle parking facilities

Proposed Project

- Rapid Rectangular Flashing Beacons – Pratt/East Prairie, Crawford/Farwell, Crawford/Lunt
- Speed Displays – Pratt near East Prairie (east/west traffic)
- Speed Table – west leg of Pratt/East Prairie
- Flashing Stop Signs – Pratt/East Prairie (north/south traffic)

Estimated Project Costs

- Rapid Rectangular Flashing Beacons - $60,000
- Speed Displays - $17,400
- Speed Table - $22,000
- Flashing Stop Signs - $6,600
- Construction Engineering - $11,000
- Total - $117,000
- Design Engineering - $11,000 (local cost)

Trustee Patel inquired whether the rapid rectangular flashing beacons could be programmed to run continuously. Mr. Letson stated that they could; however, the purpose of the devices is to alert motorists when a pedestrian is at the crosswalk.

Motion to move to approve the Resolution was made by Trustee Hlepas Nickell, seconded by Trustee Spino.

Upon Roll Call the results were:
AYES: Trustees Cope, Ikezoe-Halevi, Patel, Hlepas Nickell, and Spino
NAYS: None The motion passed

11. Consideration of a Recommendation by the Plan Commission in Case #PC-10-18 for Preliminary Approval of a Special Use for a Planned Unit Development, with Zoning Modifications and Approval of a Preliminary Plat of Subdivision to Permit a Mixed-use Development at 4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue

This item was presented by Mr. McNellis using PowerPoint.

Background

- Located in a TIF District established in 2011
- Former Purple Hotel demolished in 2013

- 8.47 acre subject property is smaller than previous proposal in 2014, which included two office buildings north along Lincoln Avenue (10.71 acres)
- B3 Village Center PD Zoning District is intended *"to create a mixed use commercial and pedestrian environment"*
- 2016 Comprehensive Plan Update designates the future land use for this property as Regional Commercial, which would consist of large shopping areas, hotels, etc.
- The proposed land uses and site design are consistent with the intent of the B3 District and the Comprehensive Plan

Mr. McNellis invited Mr. Rich Tucker of Tucker Development to present the proposed plan. Mr. Tucker reviewed the plan including the location and types of proposed uses, traffic circulation, parking, and open space.

Trustee Hlepas Nickell asked how much green space is included in the plan. The applicant stated that there is about 10,000 square feet of green space in the center of the property.

Trustee Cope asked if a swimming pool is included. Mr. Tucker stated that the amenity area in the center of the residential property is approximately one acre in size and includes a pool and stated that it is on the third floor.

Trustee Cope inquired about security for the residents of the apartments. Mr. Tucker stated that the property will be managed with onsite staff and may include someone located at a reception desk.

Trustee Cope stated that one of the zoning relief requests is to reduce the size of the residential units. Mr. Tucker stated that they believe they are designing it to the appropriate size based on the market.

Trustee Cope asked what type of finishes will be included in the residential units. Mr. Tucker stated that the exact specifications are not yet finalized, but he anticipates high quality finishes.

Trustee Cope asked if there has been any progress on the retail component. Mr. Tucker stated that they have made progress, but do not yet have signed letters of intent.

President Bass asked Mr. Tucker to expand on the anticipated users of the residential units, specifically as to the demographics and whether it is anticipated there will be school aged children. Mr. Tucker stated that across the nation the trend tends to be these sorts of projects do not typically see school aged children, but rather younger and older families. It is anticipated that there will about 20 school aged children.

Trustee Cope stated that previous conversations have included public transportation between the development and nearby public transit. Mr. Tucker stated that they have been looking into a variety of transportation options including unique opportunities with ride share companies.

Trustee Patel inquired about the anticipated retail mix. Mr. Tucker stated that they have identified a number of users including retail, service, and restaurants. He said that they believe they have sized the retail space at 80,000 square feet properly and a restaurant will certainly be included with the hotel. Trustee Patel stated that concerns have consistently been raised with parking if several restaurants are included in the development. Mr. Tucker stated that parking is a consideration when identifying tenants.

Trustee Hlepas Nickell asked for an update on the discussions with the Illinois Department of Transportation. Mr. Tucker stated that the development team and Village staff recently met with IDOT to get feedback on the project and it is anticipated that comments will be received later this month.

Trustee Hlepas Nickell asked about the progress with ComEd discussions regarding the amenity space on the ComEd property. Mr. Tucker stated that ComEd's main concern is the property is actively used for staging of ComEd projects. Trustee Hlepas Nickell asked what could be done to compel ComEd. Attorney Elrod stated that a discussion could occur with ComEd; however, ComEd has typically not been willing to allow other uses other than passive uses. Trustee Hlepas Nickell inquired whether the previously proposed development had any right to the property for parking. Attorney Elrod said it did not. Trustee Hlepas Nickell inquired whether the Village Board could take any formal action. Attorney Elrod stated that there may be, but it should be considered separately from the development to allow this process to move forward.

Mr. McNellis continued the presentation using PowerPoint.

Zoning Relief

Zoning Relief Requested:

1. Special Use for Preliminary Approval of a Planned Unit Development in the B3 Zoning District (Village Code Chapter 15, Section 8.03(2))

Zoning Modifications Requested:

2. Modification to the maximum permitted building height to permit the mixed-use building (98' and seven stories), and the hotel (80' and seven stories) to be taller than the maximum permitted height of 65, or five stories (Village Code Chapter 15, Sections 4.13 & 8.11)
3. Modification to the minimum "build-to-line" to permit a setback of 10'-2" for the mixed-use building on Touhy Avenue, rather than the required minimum setback of 15' (Village Code Chapter 15, Sections 4.13 & 8.11)
4. Modification to the minimum "build-to-line" to permit a setback of 4'-10" for the mixed-use building and hotel on Lincoln Avenue, rather than the required setback of 5' (Village Code Chapter 15, Sections 4.13 & 8.11)
5. Modification to the required upper-story (above the third floor) building setback of 10' from the "build-to-line" to waive this requirement for the mixed-use building and hotel (Village Code Chapter 15, Section 8.11)
6. Modification to reduce the minimum floor area per dwelling unit, for the proposed apartments, for one- two- and three-bedroom units (Village Code Chapter 15, Section 4.13)
7. Modification to reduce the required number of off-street parking spaces for anticipated uses in the development to 705 spaces from required 951 (Village Code Chapter 15, Section 7.10(Table 7.10.01)
8. Modification to reduce the required dimensions of a loading space for the hotel, from 10' x 55' to 17' x 17' (Village Code Chapter 15, Section 7.08(2))

Trustee Cope inquired what could be done if the parking projections do not turn out to be correct and more parking is indeed required. Mr. Tucker stated that the analysis that has been done does not include the benefit of programs such as ride sharing and the project works well. Additionally, he stated that if necessary, opportunities could be tapped into for valet parking.

President Bass stated that this project has been thoroughly vetted by the Plan Commission.

Mr. McNellis continued the presentation using PowerPoint.

Zoning Relief

9. Modification to reduce the required parking lot aisle width for 90-degree parking spaces to 22.62', rather than the required 24' width, for the 6-space drive aisle adjacent to the loading dock at the one-story retail/commercial building (Village Code Chapter 15, Section 7.06(6)(a))
10. Modification to reduce the requirement that a minimum of 75 percent of each exterior building elevation incorporate high quality materials, for all four elevations of the one-story retail/commercial building (Village Code Chapter 15, Section 6.04(3)(b))

Trustee Hlepas Nickell asked if there is any green roof included in the project. Mr. Tucker stated that green roofs are not included. Trustee Hlepas Nickell inquired what type of roof material would be used. Mr. Tucker stated that the material has not yet been identified. Trustee Hlepas Nickell expressed concern of the view from taller buildings.

Mr. McNellis continued the presentation using PowerPoint.

Zoning Relief

11. Modification to waive the requirement that a roof on a commercial structure incorporate at least one of the code-required architectural treatments, for the one-story retail/ commercial building (Village Code Chapter 15, Section 6.04(11))
12. Modification to reduce the width of the required perimeter screening area for an off-street parking lot, along the west and north property lines from 8' to 5' (Village Code Chapter 15, Section 6.14(1))
13. Modification to waive the foundation planting requirement for various buildings and elevations throughout the development, to permit paving material in a pedestrian environment, adjacent to public-facing building fronts (Village Code Chapter 15, Section 6.15)
14. Modification to permit Lot 2 of the Lincoln-Touhy Second Addition Subdivision to be 1.23 acres in size and Lot 4 to be .79 acres in size, rather than the required two-acre minimum lot size (Village Code Chapter 15, Section 4.13)
15. Modification to waive the requirement for a Unified Center Sign Plan at Preliminary PUD approval (Village Code Chapter 15, Section 11.07(8)(i))

Public Parks, Ways and Properties Relief:

16. Variation to permit impervious materials in the Lincoln and Touhy Avenue parkways to allow for decorative paving in the area between the street and adjacent buildings (Village Code Chapter 6, Section 6-5-13)

Subdivision Relief:

17. Variation to permit Lots 1, 3 and 4 to have greater than the required four sides (Village Code Chapter 16, Section 16-5-2(B))

Total Relief Required: One Special Use, Fourteen Modifications, One Variation from Chapter 6 of the Village Code, and One Subdivision Code Variation

Trustee Cope inquired as to the purpose of dividing the property into four parcels. Mr. McNellis stated that the parking is on a separate lot from the three buildings and they would each have their own lot. Mr. Tucker further clarified the purpose of the separate lots.

Mr. McNellis continued the presentation using PowerPoint.

Plan Commission Deliberations

- Public Hearing held on September 5, 2018 and continued to October 4, 2018

- Consideration of Zoning Relief, Modifications and a Preliminary Plat of Subdivision:
    - Petitioner noted the mixed-use development will provide uses that the Village can use, such as restaurants, commercial services, a hotel and a community use in the form of a Village Green
    - Public Hearing speakers discussed concerns about increased traffic and a reduction in code-required parking numbers, the impact of apartments, as well as a desire to get the development built
    - PC had minor concerns only

Recommended Conditions

1. Unique or "special" landscape plantings to be provided on either side of the Village Green entry from Lincoln Avenue
2. Provide bollards for the protection of guests in the Village Green itself, as well as collapsible bollards in the roadway at appropriate locations along the north and south ends of the Village Green
3. Approval is subject to review and approval by IDOT of the conceptual off-site traffic signalization, roadway and site access improvements
4. Waive the requirement that Covenants be submitted for preliminary approval, and permit them to be submitted at a later date
5. Review and approval of the submitted Fiscal Impact Studies and Property Covenants shall be at the time of Final PUD approval
6. Signs shown in the preliminary plans are approved in concept, with specific sign sizes and locations to be determined as part of a Unified Business center Sign plan, to be approved at a later date

Plan Commission Recommendation

- By a Unanimous 6-0 Vote, Plan Commission Recommends Approval of:
    1. Special Use for Preliminary Approval of a Planned Unit Development
    2. Fourteen Modifications to the Planned Unit Development
    3. Variation from Chapter 6 of the Village Code to allow for Impervious Surfaces in the Parkway
    4. Variation from the Subdivision Code to permit lots with greater than four sides

Update on Related Actions

North Lincoln TIF – Joint Review Board Meeting:

- Held on October 31, 2018 (continued from October 10, 2018)
- Held to consider replacing the existing Lincoln-Touhy TIF with a new North Lincoln TIF, with different boundaries, removing all property south of Touhy Avenue
- The proposed District 1860 development remains in the proposed new TIF District
- Joint Review Board, by a vote of 4-2, with one abstention, approved a Resolution recommending approval of the North Lincoln TIF to the Village Board
- Next Step – A Public Hearing will be held at the November 20th Village Board meeting to consider Approval of the North Lincoln TIF

Economic Development Commission (EDC) Meeting:

- Held on November 1, 2018, to consider an economic incentive request from Tucker Development Group for District 1860
- EDC heard a presentation by Tucker Development Group and an analysis of the request by the Village's financial incentives consultant, Kane McKenna & Associates

- EDC, by a unanimous 7-0 vote, recommended approval of a framework which includes a total of $31 Million in financing through TIF Bonds and two Developer's Subordinate Notes (all payable through TIF Increment, with no financial backing or risk to the Village), and sharing of the hotel tax with the hotel developer, in a "method and amount to be determined by the Village-appointed Negotiating Team"
- Next Step – Negotiating Team will now commence negotiations with Tucker Development Group, with the goal of a draft Redevelopment Agreement for Village Board consideration

Requested Action

- Concurrence with the Recommendation of the Plan Commission for a Special Use granting Preliminary Approval of a Planned Unit Development with Zoning Modifications, Approval of a Variation to allow for impervious surface in the parkway, and Approval of a Preliminary Plat of Subdivision with a Variation for lot sides, and direction to the Village Attorney to prepare a Resolution for adoption at the November 20th Village Board Meeting

Motion to move to direct the Village Attorney to prepare a Resolution granting preliminary approval of a Planned Unit Development with zoning modifications, approval of a variation to allow for impervious surface in the parkway, and approval of a preliminary plat of subdivision with a variation for lot sides was made by Trustee Patel, seconded by Trustee Spino.

Trustee Hlepas Nickell stated that on this day in 1860, President Lincoln was elected.

Upon Roll Call the results were:
AYES: Trustees Cope, Ikezoe-Halevi, Patel, Hlepas Nickell, and Spino
NAYS: None The motion passed

Attorney Elrod stated that the Village's negotiating team will now work with the petitioner to negotiate an incentive agreement. He stated that it would be the Village's preference that all of the final approvals be considered together in a single redevelopment agreement. In order to do this, the developer will need to get the final plan approved.

Mr. Tucker stated that there are significant plans that need to be completed prior to the final Planned Unit Development can be approved. He asked if the approval of the other actions could occur prior to the approval of the final Planned Unit Development. Attorney Elrod stated that doing so would be unusual as the TIF would be established prior to approval of the final plan.

Trustee Cope stated that he would be comfortable allowing the TIF and a redevelopment agreement to be approved prior to approval of the final PUD plan.

Trustee Patel inquired whether there would be any legal risk in straying from the normal course of action. Attorney Elrod said that there would not.

President Bass thanked Tucker Development and Mr. McNellis for their work getting to this point and that he looks forward to continuing to move forward.

12. Consideration of a Resolution Authorizing the Execution of a Consultant Services Agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for Phase II Engineering Services Related to the Street Storage – Stage II Project in the Amount of $289,522

Trustee Cope expressed concern with approving an engineering services agreement without a funding source for construction of the project being approved. Trustee Patel stated that funds have been included in the current budget to complete design of this project.

Trustee Hlepas Nickell moved to table the item to the November 20, 2018 Village Board meeting to allow staff to return with more information, seconded by Trustee Cope.

The motion passed by Voice Vote.

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

Trustee Hlepas Nickell requested that the following items be referred to the Committee on Rules, Ordinances, and Buildings: setback line on properties as it relates to excavation and qualification for contractor licenses. The Village Board provided unanimous concurrence.

Trustee Ikezoe-Halevi stated that the Trunk-or-Treat event was a great success and thanked everyone involved.

Public Forum

None

Adjournment

At 9:27 PM Trustee Patel moved to adjourn the Regular Meeting, seconded by Trustee Cope.

The motion was approved by a voice vote.

Respectfully Submitted,

Charles Meyer
Deputy Village Clerk

Return to VB Agenda

TO: President and the Board of Trustees

FROM: Robert J. Merkel, Interim Village Manager

SUBJECT: Warrant Approval

DATE: November 16, 2018

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

11/20/2018	569,136.31
11/20/2018	169,644.56
11/20/2018	23,836.26
11/20/2018	210,013.67
Total	$ 972,630.80

Return to VB Agenda

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 11/12/2018 - 10:49AM
Batch: 00201.11.2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
Ace Hardware Skokie				
ACEHRDS				
217072	7/2/2018	43.86	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Washers, nuts for Buildings
217072 Total:		43.86		
Ace Hardware Skokie Tota		43.86		
ARRP Trucking & Hauling Inc				
ARRP				
301	10/23/2018	1,028.00	0.00	11/20/2018
660-620-519-5599 Other contractual				4 loads of hauling out dirt
301 Total:		1,028.00		
ARRP Trucking & Hauling		1,028.00		
Auto Zone				
AUTOZONE				
52471881170	10/17/2018	17.99	0.00	11/20/2018
101-350-512-5430 R&M - Fire & EMS equipmen				Serpentine belt
52471881170 Total:		17.99		
Auto Zone Total:		17.99		

Return to VB Agenda

Invoice Number / Account Number		Invoice Date	Amount	Quantity	Payment Date / Description
Avalon Petroleum					
AVALON					
19461		10/16/2018	1,354.61	0.00	11/20/2018
101-350-512-5670 Fuel					Fuel usage
19461		10/16/2018	1,522.02	0.00	11/20/2018
101-440-513-5670 Fuel					Fuel usage
19461		10/16/2018	127.87	0.00	11/20/2018
205-430-515-5670 Fuel					Fuel usage
19461		10/16/2018	330.50	0.00	11/20/2018
660-620-519-5670 Fuel					Fuel usage
	19461 Total:		3,335.00		
570611		10/16/2018	2,983.69	0.00	11/20/2018
101-300-512-5670 Fuel					Fuel usage
570611		10/16/2018	61.99	0.00	11/20/2018
101-350-512-5670 Fuel					Fuel usage
570611		10/16/2018	30.28	0.00	11/20/2018
101-400-511-5670 Fuel					Fuel usage
570611		10/16/2018	92.88	0.00	11/20/2018
101-420-511-5670 Fuel					Fuel usage
570611		10/16/2018	529.68	0.00	11/20/2018
101-440-513-5670 Fuel					Fuel usage
570611		10/16/2018	323.74	0.00	11/20/2018
205-430-515-5670 Fuel					Fuel usage
570611		10/16/2018	521.24	0.00	11/20/2018
660-620-519-5670 Fuel					Fuel usage
	570611 Total:		4,543.50		
	Avalon Petroleum Total:		7,878.50		
Bound Tree Medical, LLC					
BOUND					
83011949		10/17/2018	185.26	0.00	11/20/2018
101-350-512-5660 EMS supplies					Blood glucose test strips
	83011949 Total:		185.26		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Bound Tree Medical, LLC		185.26		
Builders Asphalt				
BUILDERS				
33079	10/17/2018	405.27	0.00	11/20/2018
213-000-561-5490 R&M Road Repairs				Asphalt - surface
33079 Total:		405.27		
Builders Asphalt Total:		405.27		
Canon Solutions America, Inc				
CANONSOL				
989094329	10/13/2018	376.16	0.00	11/20/2018
101-210-511-5440 R&M - office equipment				Maintenance for plotter - October
989094329 Total:		376.16		
Canon Solutions America,		376.16		
Chicago Metropolitan Fire Prevention Co.				
CHGOMETR				
193422	8/28/2018	888.00	0.00	11/20/2018
101-350-512-5411 R&M- Wireless Alarm Equipm				Monthly wireless radio network billing fee/August
193422 Total:		888.00		
Chicago Metropolitan Fire		888.00		
Chicago Tribune				
CHGOTRIB				
5835782	10/31/2018	35.49	0.00	11/20/2018
101-400-511-5510 Advertising				Bid notice for alley improvements

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
5835782 Total:		35.49		
5868068	10/31/2018	21.09	0.00	11/20/2018
101-400-511-5510 Advertising				Bid notice for stormwater improvements
5868068 Total:		21.09		
Chicago Tribune Total:		56.58		
Christ, Donald				
CHRIST				
9/7-10/26	10/29/2018	36.00	0.00	11/20/2018
205-540-515-5615 Awards				Payment for umpire services
9/7-10/26 Total:		36.00		
Christ, Donald Total:		36.00		
Christopher Burke Engineering				
CHRISTB				
146788	11/1/2018	504.25	0.00	11/20/2018
101-290-511-5942 PW Building Engineer Costs				Roadway assessment update
146788 Total:		504.25		
146789	11/1/2018	5,263.00	0.00	11/20/2018
660-620-519-5320 Consulting				Northshore channel storm sewer outfall
146789 Total:		5,263.00		
146790	11/1/2018	37,035.68	0.00	11/20/2018
660-620-519-5320 Consulting				Water transmission main route study
146790 Total:		37,035.68		
146791	11/1/2018	4,805.68	0.00	11/20/2018
220-000-561-6310 Land Acq and Improvment				3300 Devon - Arthur alley

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
146791 Total:		4,805.68		
146792	11/1/2018	182.00	0.00	11/20/2018
660-620-519-5490 R&M - water system equipmen				Pump replacement at main potable pump station
146792 Total:		182.00		
146793	11/1/2018	9,103.00	0.00	11/20/2018
217-000-561-5340 Engineering				NEID TIF resurfacing project
146793 Total:		9,103.00		
146794	11/1/2018	1,495.00	0.00	11/20/2018
660-620-519-5320 Consulting				Design for planting and rehab/standpipe
146794	11/1/2018	1,495.00	0.00	11/20/2018
217-000-561-5340 Engineering				Design for planting and rehab/standpipe
146794 Total:		2,990.00		
146795	11/1/2018	2,300.00	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Village Hall boiler replacement
146795 Total:		2,300.00		
146796	11/1/2018	4,500.00	0.00	11/20/2018
660-620-519-5399 Other professional services				Engineering retainer
146796	11/1/2018	4,500.00	0.00	11/20/2018
101-290-511-5920 Administration Engineer Costs				Engineering retainer
146796 Total:		9,000.00		
146797	11/1/2018	113.00	0.00	11/20/2018
101-290-511-5922 Building Engineering Costs				3900 Devon - Learning Center
146797 Total:		113.00		
146798	11/1/2018	1,344.68	0.00	11/20/2018
101-290-511-5922 Building Engineering Costs				3401-3501 Northeast Parkway
146798 Total:		1,344.68		
146799	11/1/2018	2,808.80	0.00	11/20/2018

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-290-511-5922 Building Engineering Costs				Purple Hotel - 4500 W. Touhy
146799 Total:		2,808.80		
Christopher Burke Enginee		75,450.09		
Dragon's Youth Soccer Club				
DRAGON				
2011	9/17/2018	2,294.60	0.00	11/20/2018
205-505-515-5270 Purchased program services				Youth Soccer Fall 2018
2011 Total:		2,294.60		
Dragon's Youth Soccer Clu		2,294.60		
Gonzalez, Alexandr				
GONZAALE				
102918	10/29/2018	194.00	0.00	11/20/2018
205-000-210-2430 Parks and Recs Control Deposi				Refund Household Credit
102918 Total:		194.00		
Gonzalez, Alexandr Total:		194.00		
Gutwaks, Michael				
GUTWAMI				
110118	11/1/2018	2,000.00	0.00	11/20/2018
460-000-561-6350 Sewer Fund				Sewer rebate program reimbursement
110118 Total:		2,000.00		
Gutwaks, Michael Total:		2,000.00		
Illinois Environmental Protection Agency				
ILLINOI				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
IEPA#20	10/29/2018	148,262.55	0.00	11/20/2018
660-000-573-7380 Loan Principal Payments				IEPA Water Loan repayment/Principal
IEPA#20	10/29/2018	41,815.56	0.00	11/20/2018
660-000-574-7580 Loan Interest Payments				IEPA Water Loan repayment/Interest
IEPA#20 Total:		190,078.11		
Illinois Environmental Pro		190,078.11		
Johnson Controls Security Solutions				
JOHNCONT				
30997710	8/11/2018	347.56	0.00	11/20/2018
660-610-519-5340 Maintenance Agreement Expen				Alarm system service annual fee - Pump House
30997710 Total:		347.56		
Johnson Controls Security		347.56		
Lakeshore Recycling Systems				
LAKESHR				
PS213339	6/7/2018	74.00	0.00	11/20/2018
205-430-515-5405 R&M - buildings				Portable toilet in Centennial Park
PS213339 Total:		74.00		
Lakeshore Recycling Syste		74.00		
Lauterbach & Amen, LP				
LAUTER				
31368	10/15/2018	2,000.00	0.00	11/20/2018
101-210-511-5310 Audit				Prep of audit for fiscal year end 4/30/18
31368	10/15/2018	1,290.00	0.00	11/20/2018
217-000-517-5310 Audit				TIF Compliance report
31368 Total:		3,290.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Lauterbach & Amen, LP To		3,290.00		
Lowe's Business Acc/GECF				
LOWES				
01837	10/27/2018	23.28	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Lumber
01837 Total:		23.28		
02238	10/19/2018	161.05	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Nuts, bolts, lumber, screws, paint
02238 Total:		161.05		
02244	10/19/2018	71.16	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Plywood
02244 Total:		71.16		
101918	10/19/2018	-73.70	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Credit
101918 Total:		-73.70		
Lowe's Business Acc/GEC		181.79		
M.A.T.I.S Parts				
MATIS				
2549	10/19/2018	226.80	0.00	11/20/2018
101-350-512-5675 Lubricants & fluids				Zip ties, premix fuel, wiper blades, de-icer
2549	10/19/2018	371.40	0.00	11/20/2018
101-350-512-5740 Repair parts				Zip ties, premix fuel, wiper blades, de-icer
2549	10/19/2018	92.00	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Zip ties, premix fuel, wiper blades, de-icer
2549 Total:		690.20		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
M.A.T.I.S Parts Total:		690.20		
Maine-Niles Association of Special Recreation				
MNASR				
16-556	10/22/2018	289.67	0.00	11/20/2018
205-580-515-5270 Purchased program services				Inclusion Services for October Part B 2018
16-556 Total:		289.67		
16-563	10/22/2018	27,170.50	0.00	11/20/2018
205-580-515-5270 Purchased program services				General Contribution for 2018-4th Quarter
16-563 Total:		27,170.50		
Maine-Niles Association o		27,460.17		
MGP, Inc.				
MGPINC				
4223	10/31/2018	909.15	0.00	11/20/2018
101-250-511-5599 Other contractual				GIS Staffing services including managment
4223	10/31/2018	909.15	0.00	11/20/2018
101-000-210-2650 Contractor Permits Payable				GIS Staffing services including managment
4223	10/31/2018	1,818.28	0.00	11/20/2018
660-620-519-5599 Other contractual				GIS Staffing services including managment
4223 Total:		3,636.58		
MGP, Inc. Total:		3,636.58		
Paramedic Services of Illinois				
PARAMEDI				
5599	11/1/2018	240,382.66	0.00	11/20/2018
101-350-512-5220 Fire protection				Services rendered month ended 11/30/18
5599 Total:		240,382.66		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Paramedic Services of Illin		240,382.66		
Patten Industries				
PATTEN				
PM600277084	10/16/2018	2,812.00	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Inspection and maintenance of PW Generators
PM600277084 Total:		2,812.00		
Patten Industries Total:		2,812.00		
Sam's Club				
SAMSCL				
2028693109	10/22/2018	56.76	0.00	11/20/2018
205-520-515-5645 Concessions & food				Club Kid snacks
2028693109 Total:		56.76		
Sam's Club Total:		56.76		
Schwartz, Morrie				
SCHWARTM				
9/7-10/26	10/29/2018	720.00	0.00	11/20/2018
205-540-515-5615 Awards				Payment for umpiring
9/7-10/26	10/29/2018	69.00	0.00	11/20/2018
205-540-515-5615 Awards				Assignor fee
9/7-10/26 Total:		789.00		
Schwartz, Morrie Total:		789.00		
Sherwin Williams Co				
SHERWINW				
3740-6	10/12/2018	38.28	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Primer for Buildings

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
3740-6 Total:		38.28		
7044-6	10/16/2018	148.30	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Yellow paint
7044-6 Total:		148.30		
Sherwin Williams Co Total		186.58		
Sitelis, Maria				
SITELIS				
Fall2018	10/30/2018	300.30	0.00	11/20/2018
205-503-515-5270 Purchased program services				Fall Zumba - Wednesday
Fall2018 Total:		300.30		
Sitelis, Maria Total:		300.30		
Stanley Consultants, Inc.				
STANLEY				
12	10/24/2018	5,452.69	0.00	11/20/2018
454-000-561-5340 Engineering				Touhy Overpass contstruction Phase III
12 Total:		5,452.69		
Stanley Consultants, Inc. T		5,452.69		
Stryker Sales Corp.				
STRYKER				
2339666M	1/30/2018	623.18	0.00	11/20/2018
101-350-512-6570 Equipment - public safety				Cot mattress, IV pole, O2 holder
2339666M Total:		623.18		
2346701M	2/8/2005	182.62	0.00	11/20/2018
101-350-512-6570 Equipment - public safety				O2 bottle holder kit

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
2346701M Total:		182.62		
Stryker Sales Corp. Total:		805.80		
Traffic Control & Protection				
TRAFFICC				
94311	10/25/2018	1,665.80	0.00	11/20/2018
101-440-513-5768 Street materials - signs & bar				Signs for bike path
94311 Total:		1,665.80		
Traffic Control & Protectio		1,665.80		
Zimmerman, Jay				
ZIMMERJ				
9/7-10/26	10/29/2018	72.00	0.00	11/20/2018
205-540-515-5615 Awards				Payment for Umpire services
9/7-10/26 Total:		72.00		
Zimmerman, Jay Total:		72.00		
Report Total:		569,136.31		

Return to VB Agenda

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 11/12/2018 - 10:50AM
Batch: 00202.11.2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
Bell, Sheldon				
BELLSH				
110518	11/5/2018	2,000.00	0.00	11/20/2018
460-000-561-6350 Sewer Fund				Flood control program reimbursement
110518 Total:		2,000.00		
Bell, Sheldon Total:		2,000.00		
Chicago Tribune				
CHGOTRIB				
5834934	11/8/2018	80.29	0.00	11/20/2018
101-240-517-5510 Advertising				Classified ads for Bldg Dept
5834934 Total:		80.29		
5869030	11/8/2018	33.89	0.00	11/20/2018
101-240-517-5510 Advertising				Classified ads for Bldg Dept
5869030 Total:		33.89		
5961225	11/8/2018	308.07	0.00	11/20/2018
101-240-517-5510 Advertising				Classified ads for Bldg Dept
5961225 Total:		308.07		
Chicago Tribune Total:		422.25		
Classic Design Awards				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
CLASSICD				
181406	10/31/2018	47.50	0.00	11/20/2018
101-100-511-5799 Other materials & supplies				Name plate for Village Employee
181406 Total:		47.50		
Classic Design Awards Tot		47.50		
D'Original Juzz Dance Group				
DORIGINA				
11022018	11/2/2018	1,862.00	0.00	11/20/2018
205-503-515-5270 Purchased program services				October Drop Ins
11022018 Total:		1,862.00		
D'Original Juzz Dance Gro		1,862.00		
E Promos Promotional Products				
EPROMOS				
49742800	8/8/2018	538.20	0.00	11/20/2018
101-300-512-5730 Program supplies				Custom LPD logo flashing lights
49742800 Total:		538.20		
E Promos Promotional Pro		538.20		
Fast Signs				
FASTSIGN				
80-53130	10/17/2018	840.00	0.00	11/20/2018
101-240-517-5799 Other materials & supplies				ICSC booth materials
80-53130 Total:		840.00		
80-53150	10/17/2018	183.00	0.00	11/20/2018
101-240-517-5799 Other materials & supplies				ICSC booth materials

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
80-53150 Total:		183.00		
Fast Signs Total:		1,023.00		
Fedex				
FEDEX				
811309872304	10/23/2018	21.51	0.00	11/20/2018
101-210-511-5720 Postage				Shipping - Admin
811309872304 Total:		21.51		
860658762706	10/29/2018	23.46	0.00	11/20/2018
101-210-511-5720 Postage				Shipping - Admin
860658762706 Total:		23.46		
Fedex Total:		44.97		
FSCI Corporate Office				
FSCI				
2018-1991	10/30/2018	235.00	0.00	11/20/2018
101-240-517-5399 Other professional services				Plan review of 13D sprinklers
2018-1991 Total:		235.00		
FSCI Corporate Office Tot		235.00		
Galls Incorporated				
GALLS				
011086938	10/25/2018	8.99	0.00	11/20/2018
101-300-512-5070 Uniform allowance				Uniform items
011086938 Total:		8.99		
011113304	10/29/2018	264.06	0.00	11/20/2018
101-300-512-5070 Uniform allowance				Uniform items

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
011113304 Total:		264.06		
011119946	10/29/2018	113.36	0.00	11/20/2018
101-300-512-5070 Uniform allowance				Uniform items
011119946 Total:		113.36		
Galls Incorporated Total:		386.41		
Gewalt Hamilton Associates Inc				
GEWALT				
9232.409-22	10/26/2018	818.47	0.00	11/20/2018
454-000-561-5340 Engineering				Valley line trail construction engineering
9232.409-22 Total:		818.47		
Gewalt Hamilton Associate		818.47		
Groot Recycling & Waste Services				
GROOT				
2576070	11/1/2018	4,993.97	0.00	11/20/2018
101-440-514-5230 Garbage & recycling				Public Works/3092-182468
2576070 Total:		4,993.97		
2576071	11/1/2018	2,142.15	0.00	11/20/2018
101-440-514-5230 Garbage & recycling				Public Works/3092-156409
2576071 Total:		2,142.15		
2577731	11/1/2018	59,991.68	0.00	11/20/2018
101-440-514-5230 Garbage & recycling				Community pick up3092-291565
2577731 Total:		59,991.68		
2577732	11/1/2018	760.32	0.00	11/20/2018
101-440-514-5230 Garbage & recycling				School District 74/3092-199164

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
2577732 Total:		760.32		
2577733	11/1/2018	3,338.68	0.00	11/20/2018
101-440-514-5230 Garbage & recycling				Multi family pick up/3092-205762
2577733 Total:		3,338.68		
Groot Recycling & Waste S		71,226.80		
IL Municipal Retirement Fund				
ZZIMRF				
Oct18	11/1/2018	30,026.49	0.00	11/20/2018
102-000-210-2023 Employee IMRF withholding				Monthly Employer/October 18
Oct18	11/1/2018	13,215.71	0.00	11/20/2018
102-000-210-2023 Employee IMRF withholding				Monthly Employer/October 18
Oct18 Total:		43,242.20		
IL Municipal Retirement F		43,242.20		
Illinois Municipal League				
ILMUNICI				
2019Dues	11/7/2018	1,250.00	0.00	11/20/2018
101-100-511-5540 Intergovernmental fees & dues				IML Annual Dues for 2019
2019Dues Total:		1,250.00		
Illinois Municipal League T		1,250.00		
Impact Networking, LLC				
IMPACT				
1254981	10/30/2018	19.50	0.00	11/20/2018
101-000-210-2650 Contractor Permits Payable				Toner for copier/Fire Dept
1254981 Total:		19.50		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Impact Networking, LLC T		19.50		
Kieca, Michael				
KIECA				
REIM111218MKM	11/12/2018	60.00	0.00	11/20/2018
101-300-512-5840 Meals				Reimburse Meals/Training
REIM111218MKM Total:		60.00		
Kieca, Michael Total:		60.00		
Lakeshore Recycling Systems				
LAKESHR				
PS233637	10/25/2018	10.57	0.00	11/20/2018
205-430-515-5405 R&M - buildings				Centennial Park Port a potty rental
PS233637 Total:		10.57		
Lakeshore Recycling Syste		10.57		
Law Enforcement Records Mgr				
LAWENFRE				
LERMI2019	11/7/2018	25.00	0.00	11/20/2018
101-300-512-5570 Professional associations				Membership
LERMI2019 Total:		25.00		
Law Enforcement Records		25.00		
Lund Industries				
LUNDIND				
92710	10/22/2018	130.00	0.00	11/20/2018
101-300-512-5480 R&M - vehicles				Low battery voltage in vehicle 214

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
92710 Total:		130.00		
Lund Industries Total:		130.00		
Maine-Niles Association of Special Recreation				
MNASR				
16-569	11/2/2018	365.48	0.00	11/20/2018
205-580-515-5270 Purchased program services				Inclusion Services for November B 2018
16-569 Total:		365.48		
Maine-Niles Association o		365.48		
Malnati Organization				
MALNATI				
706783	11/6/2018	124.90	0.00	11/20/2018
101-100-511-5840 Meals				Village Board meeting 11/6/18
706783 Total:		124.90		
Malnati Organization Total		124.90		
McKenna, Jude				
MCKENJUD				
FSFTB1101	11/1/2018	225.00	0.00	11/20/2018
205-540-515-5615 Awards				Friday softball SFall 1st Place season
FSFTB1101	11/1/2018	225.00	0.00	11/20/2018
205-540-515-5615 Awards				Friday softball SFall 1st Place tournament
FSFTB1101 Total:		450.00		
McKenna, Jude Total:		450.00		
Positive Concepts/ATPI				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
POSITIVC				
0205782-IN	10/22/2018	144.00	0.00	11/20/2018
101-300-512-5730 Program supplies				Thermal paper for E-ticket printers
0205782-IN Total:		144.00		
Positive Concepts/ATPI To		144.00		
PPG Architectural Finishes				
PPGAR				
944404067427	10/24/2018	571.46	0.00	11/20/2018
101-440-513-5730 Program supplies				Glass beads, paint thinner, yellow paint
944404067427 Total:		571.46		
PPG Architectural Finishes		571.46		
Russo Power Equipment				
RUSSO				
5485706	11/2/2018	1,089.92	0.00	11/20/2018
101-440-513-5680 Landscaping supplies				Curlex blanket, grass seeds
5485706 Total:		1,089.92		
5485713	11/2/2018	205.99	0.00	11/20/2018
101-440-513-5730 Program supplies				Bucket chainsaw, arborist helmet
5485713 Total:		205.99		
5485716	11/2/2018	27.28	0.00	11/20/2018
101-440-513-5730 Program supplies				Needle cage
5485716 Total:		27.28		
Russo Power Equipment T		1,323.19		
Stanley Consultants, Inc.				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
STANLEY				
4	10/24/2018	15,945.52	0.00	11/20/2018
213-000-561-5340 Engineering				Touhy and Cicero Intersection Phase 1
4 Total:		15,945.52		
Stanley Consultants, Inc. T		15,945.52		
State Industrial Products				
STATE				
900722495	11/6/2018	129.47	0.00	11/20/2018
101-300-512-5730 Program supplies				Sanitizer for cells/dispatch
900722495 Total:		129.47		
State Industrial Products To		129.47		
T.P.I. Building Code Consultants, Inc.				
TPI				
201810	10/1/2018	23,049.35	0.00	11/20/2018
101-240-517-5399 Other professional services				TPI Services - October 2018
201810 Total:		23,049.35		
T.P.I. Building Code Cons		23,049.35		
The Mulch Center				
THEMULC				
46777	10/25/2018	392.00	0.00	11/20/2018
205-430-515-5730 Program supplies				Proesel Park mulch
46777 Total:		392.00		
The Mulch Center Total:		392.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Trans Union Corp				
TRANSU				
9800516	9/25/2018	65.00	0.00	11/20/2018
101-300-512-5399 Other professional services				Monthly subscription fee
9800516 Total:		65.00		
Trans Union Corp Total:		65.00		
TransUnion Risk and Alternative				
TRANSUN				
556811103118	11/1/2018	45.00	0.00	11/20/2018
101-300-512-5399 Other professional services				Online investigative database system
556811103118 Total:		45.00		
TransUnion Risk and Alter		45.00		
VCG Uniform				
VCGUNIFO				
21255	7/11/2018	50.95	0.00	11/20/2018
101-300-512-5070 Uniform allowance				Uniform allowance
21255 Total:		50.95		
VCG Uniform Total:		50.95		
Village of Lincolnwood				
VOL				
LPD-PC-11718	11/7/2018	40.00	0.00	11/20/2018
101-300-512-5730 Program supplies				Police Dept petty cash
LPD-PC-11718	11/7/2018	180.00	0.00	11/20/2018
101-300-512-5840 Meals				Police Dept petty cash
LPD-PC-11718	11/7/2018	62.45	0.00	11/20/2018
101-300-512-5850 Purchased Transportation				Police Dept petty cash

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
LPD-PC-11718 Total:		282.45		
Village of Lincolnwood To		282.45		
Welding Supply Inc.				
WELDINGS				
809008	10/31/2018	7.04	0.00	11/20/2018
205-571-515-5730 Program supplies				Helium tank - Oct rental
809008	10/13/2018	7.04	0.00	11/20/2018
101-350-512-5730 Program supplies				Argon tank - Oct rental
809008 Total:		14.08		
Welding Supply Inc. Total:		14.08		
Wells Fargo Vendor Fin Serv				
GECAPITA				
68931940	10/24/2018	232.43	0.00	11/20/2018
660-610-519-5340 Maintenance Agreement Expen				Copier - Public Works
68931940	10/24/2018	269.95	0.00	11/20/2018
205-500-515-5440 R&M - office equipment				Copier - Parks
68931940	10/24/2018	232.44	0.00	11/20/2018
101-000-210-2650 Contractor Permits Payable				Copier - Fire
68931940	10/24/2018	697.36	0.00	11/20/2018
101-210-511-5440 R&M - office equipment				Copier - PD, Finance, Village Hall
68931940 Total:		1,432.18		
Wells Fargo Vendor Fin Se		1,432.18		
Woodward Printing Services				
WOODWARD				
49310	10/31/2018	1,917.66	0.00	11/20/2018
101-100-511-5565 Village Newsletter				Printing Connection newsletter

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
49310 Total:		1,917.66		
Woodward Printing Service		1,917.66		
Report Total:		169,644.56		

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
Active Electrical Supply Co. Inc. & Fox Lighting				
ACTIVELE				
10526750-00	10/31/2018	385.92	0.00	11/20/2018
660-620-519-5405 R&M - buildings				Battery back up for Buildings
10526750-00 Total:		385.92		
40071581-02	10/25/2018	142.56	0.00	11/20/2018
660-620-519-5405 R&M - buildings				LED light
40071581-02 Total:		142.56		
Active Electrical Supply C		528.48		
AFC International				
AFC				
54175	10/30/2018	315.47	0.00	11/20/2018
101-350-512-5730 Program supplies				CO Detector
54175 Total:		315.47		
AFC International Total:		315.47		
Back Flow Solutions Inc				
BFSINC				
3232	11/1/2018	435.42	0.00	11/20/2018
660-620-519-5399 Other professional services				Program management fee for backflow/Nov

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
3232 Total:		435.42		
Back Flow Solutions Inc T		435.42		
Bound Tree Medical, LLC				
BOUND				
83019555	10/26/2018	89.93	0.00	11/20/2018
101-350-512-5660 EMS supplies				Batteries for suction unit
83019555 Total:		89.93		
Bound Tree Medical, LLC		89.93		
Canon Solutions America, Inc				
CANONSOL				
989103437	11/2/2018	328.72	0.00	11/20/2018
101-210-511-5440 R&M - office equipment				Maintenance for copier - Nov
989103437 Total:		328.72		
Canon Solutions America,		328.72		
Cassidy Tire				
CASSIDYT				
708004982	11/5/2018	404.80	0.00	11/20/2018
205-430-515-5480 R&M - vehicles				Tires for Trucks
708004982	11/5/2018	141.05	0.00	11/20/2018
101-440-513-5480 R&M - vehicles				Tires for Trucks
708004982	11/5/2018	181.71	0.00	11/20/2018
660-620-519-5480 R&M - vehicles				Tires for Trucks
708004982 Total:		727.56		
Cassidy Tire Total:		727.56		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
Ecolab				
ECOLAB				
1318398	10/22/2018	462.32	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Laundry soap
1318398 Total:		462.32		
Ecolab Total:		462.32		
ESO Solutions, Inc.				
ESOSOLU				
ESO-29374	8/6/2018	4,860.00	0.00	11/20/2018
101-250-511-5340 Maintenance Agreement Expen				Cloud hosted Firehouse
ESO-29374 Total:		4,860.00		
ESO Solutions, Inc. Total:		4,860.00		
Flow Municipal Service Provider, LLC				
FLOWMUN				
1086	10/11/2018	500.00	0.00	11/20/2018
101-350-512-5730 Program supplies				Yearly license fee
1086 Total:		500.00		
Flow Municipal Service Pr		500.00		
Herman, Josh				
HERMANJ				
109831-000	11/9/2018	11.69	0.00	11/20/2018
660-000-110-1230 Water customer receivables				Refund overpayment on water bill
109831-000 Total:		11.69		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Herman, Josh Total:		11.69		
Illinois Fire Inspectors Assoc.				
ILFIREIN				
20101	1/1/2019	95.00	0.00	11/20/2018
101-350-512-5570 Professional associations				2019 Membership
20101 Total:		95.00		
Illinois Fire Inspectors Ass		95.00		
Interstate Billing Service, Inc				
INTERBIL				
3012539567	10/25/2018	400.00	0.00	11/20/2018
101-440-513-5480 R&M - vehicles				Link, steering drags for Trucks
3012539567 Total:		400.00		
Interstate Billing Service, I		400.00		
JG Uniforms Inc				
JGUNIFOR				
44872	11/1/2018	685.00	0.00	11/20/2018
101-300-512-5730 Program supplies				Uniform allowance
44872 Total:		685.00		
44873	11/1/2018	197.00	0.00	11/20/2018
101-300-512-5070 Uniform allowance				Uniform allowance
44873 Total:		197.00		
JG Uniforms Inc Total:		882.00		
Johnstone Supply				

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
JOHNSTON				
1066513	10/25/2018	199.50	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Switch thermostat for PW
1066513 Total:		199.50		
Johnstone Supply Total:		199.50		
KGI Landscaping Co				
KGILANDS				
223516	11/2/2018	1,245.68	0.00	11/20/2018
205-560-515-5270 Purchased program services				Landscaping for medians, pool and Village Hall
223516	11/2/2018	1,245.68	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Landscaping for medians, pool and Village Hall
223516	11/2/2018	3,640.50	0.00	11/20/2018
101-440-513-5250 Landscaping services				Landscaping for medians, pool and Village Hall
223516 Total:		6,131.86		
KGI Landscaping Co Total		6,131.86		
Landscape Concepts Management				
LANDSCAP				
152517	11/1/2018	2,835.00	0.00	11/20/2018
205-430-515-5250 Contract Maintenance				Landscaping maintenance - November
152517 Total:		2,835.00		
Landscape Concepts Mana		2,835.00		
Lowe's Business Acc/GECF				
LOWES				
07306	11/6/2018	30.27	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Anchors for shelves
07306	11/6/2018	-2.75	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Credit for tax

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
07306 Total:		27.52		
Lowe's Business Acc/GEC		27.52		
Lueck, Andrew James				
PLANNED				
168287	11/6/2018	1,420.44	0.00	11/20/2018
101-400-511-5039 Other contract labor				Nuisance tree removal permits, inspection requests
168287 Total:		1,420.44		
Lueck, Andrew James Tota		1,420.44		
McKenna Automotive				
MCKENNA				
17105	10/23/2018	171.00	0.00	11/20/2018
660-620-519-5480 R&M - vehicles				Hydraulic Hose for Bobcat
17105 Total:		171.00		
17159	11/2/2018	328.15	0.00	11/20/2018
660-620-519-5480 R&M - vehicles				Hydraulic Hose for Truck #10
17159 Total:		328.15		
McKenna Automotive Tota		499.15		
Micro-Scientific				
MICROSCI				
585120	7/30/2018	303.00	0.00	11/20/2018
101-350-512-5660 EMS supplies				Opticide antiseptic
585120 Total:		303.00		
Micro-Scientific Total:		303.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Motorola				
MOTOROLA				
16020310	10/25/2018	483.48	0.00	11/20/2018
101-350-512-5410 R&M - communications equipm				APX CPS download, programming cables
16020310 Total:		483.48		
Motorola Total:		483.48		
NAPA				
NAPA				
2812-330443	10/22/2018	17.88	0.00	11/20/2018
101-440-513-5480 R&M - vehicles				Air Hose Truck #1
2812-330443 Total:		17.88		
2812-330449	10/22/2018	8.94	0.00	11/20/2018
101-440-513-5480 R&M - vehicles				Air Hose Truck #1
2812-330449 Total:		8.94		
NAPA Total:		26.82		
New Pig Corporation				
NEWPIG				
22598302-00	10/17/2018	198.56	0.00	11/20/2018
101-440-513-5675 Lubricants & fluids				Spill drum
22598302-00 Total:		198.56		
New Pig Corporation Total		198.56		
Rondout Service Center				
RONDOUT				
14721	10/29/2018	94.00	0.00	11/20/2018
660-620-519-5480 R&M - vehicles				Safety lane inspection

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
14721 Total:		94.00		
14779	10/26/2018	188.00	0.00	11/20/2018
101-440-513-5480 R&M - vehicles				Safety lane inspection
14779	10/26/2018	23.50	0.00	11/20/2018
205-430-515-5480 R&M - vehicles				Safety lane inspection
14779 Total:		211.50		
Rondout Service Center To		305.50		
Sam's Club				
SAMSCL				
001114	10/31/2018	319.96	0.00	11/20/2018
101-350-512-5799 Other materials & supplies				Shelves
001114 Total:		319.96		
Sam's Club Total:		319.96		
Ziegler Buick Cadillac GMC				
ZIEGLERB				
8030	11/1/2018	34.18	0.00	11/20/2018
101-350-512-5480 R&M - vehicles				Filter replacement for FD
8030 Total:		34.18		
Ziegler Buick Cadillac GM		34.18		
Zoll Data System				
ZOLLDATA				
INV00027469	11/1/2018	189.20	0.00	11/20/2018
101-250-511-5340 Maintenance Agreement Expen				Hosted Billing Pro
INV00027469 Total:		189.20		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
INV00027470	11/1/2018	1,225.50	0.00	11/20/2018
101-250-511-5340 Maintenance Agreement Expen				Rescue net maintenance for ambulance billing
	INV00027470 Total:	1,225.50		
	Zoll Data System Total:	1,414.70		
	Report Total:	23,836.26		

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Avalon Petroleum				
AVALON				
39231	10/19/2018	577.50	0.00	11/20/2018
101-300-512-5480 R&M - vehicles				Mobile drive oil for PW
39231	10/19/2018	374.91	0.00	11/20/2018
101-440-513-5675 Lubricants & fluids				Mobile drive oil for PW
39231	10/19/2018	374.92	0.00	11/20/2018
205-430-515-5675 Lubricants & fluids				Mobile drive oil for PW
39231	10/19/2018	374.92	0.00	11/20/2018
660-620-519-5675 Lubricants & fluids				Mobile drive oil for PW
39231 Total:		1,702.25		
Avalon Petroleum Total:		1,702.25		
Builders Asphalt				
BUILDERS				
32893	10/12/2018	226.24	0.00	11/20/2018
213-000-561-5490 R&M Road Repairs				Asphalt - surface
32893 Total:		226.24		
Builders Asphalt Total:		226.24		
C and N Lawnmower Repair				
CANDN				
9572	10/26/2018	576.00	0.00	11/20/2018
101-440-513-5745 Small tools				Mulch blade, chain, bar for Streets

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
9572 Total:		576.00		
C and N Lawnmower Repa		576.00		
Call One				
CALLONE				
1129134	10/15/2018	1,443.80	0.00	11/20/2018
101-210-511-5580 Telephone				Telephone/Admin/Police
1129134	11/15/2018	1,517.70	0.00	11/20/2018
101-210-511-5580 Telephone				Telephone/Admin/Police
1129134 Total:		2,961.50		
1129136	10/15/2018	519.51	0.00	11/20/2018
101-210-511-5580 Telephone				Telephone/NORCOM
1129136	11/15/2018	560.80	0.00	11/20/2018
101-210-511-5580 Telephone				Telephone/NORCOM
1129136 Total:		1,080.31		
1129137	10/15/2018	43.75	0.00	11/20/2018
101-210-511-5580 Telephone				Telephone/Aquatic
1129137	11/15/2018	42.47	0.00	11/20/2018
101-210-511-5580 Telephone				Telephone/Aquatic
1129137 Total:		86.22		
1129140	10/15/2018	46.96	0.00	11/20/2018
660-610-519-5580 Telephone				Telephone/Public Works
1129140	11/15/2018	45.67	0.00	11/20/2018
660-610-519-5580 Telephone				Telephone/PW
1129140 Total:		92.63		
1129141	10/15/2018	50.02	0.00	11/20/2018
660-610-519-5580 Telephone				Telephone/Pump House
1129141	11/15/2018	50.81	0.00	11/20/2018
660-610-519-5580 Telephone				Telephone/Pump House

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
1129141 Total:		100.83		
1129143	10/15/2018	521.64	0.00	11/20/2018
101-210-511-5580 Telephone				Telephone/Municipal Center
1129143	11/15/2018	522.58	0.00	11/20/2018
101-210-511-5580 Telephone				Telephone/Municipal Center
1129143 Total:		1,044.22		
1129144	10/15/2018	-152.18	0.00	11/20/2018
101-210-511-5580 Telephone				Connection to Red Center
1129144 Total:		-152.18		
96780016416	10/15/2018	489.50	0.00	11/20/2018
101-210-511-5580 Telephone				PRI Data
96780016416	11/15/2018	489.34	0.00	11/20/2018
101-210-511-5580 Telephone				PRI Data
96780016416 Total:		978.84		
Call One Total:		6,192.37		
CDW Government				
CDWGOV				
KFNM365	11/1/2018	2,618.00	0.00	11/20/2018
101-250-511-5340 Maintenance Agreement Expen				WebRoot anti-virus software
KFNM365 Total:		2,618.00		
CDW Government Total:		2,618.00		
Clark Baird Smith, LLP				
CLARKBAI				
10531	10/31/2018	565.00	0.00	11/20/2018
101-230-511-5399 Other professional services				Legal services for personnel matters

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
10531 Total:		565.00		
Clark Baird Smith, LLP To		565.00		
Douglas Truck Parts				
DOUGTK				
49516	10/31/2018	377.07	0.00	11/20/2018
101-440-513-5480 R&M - vehicles				Spring brake, light for Truck #1
49516 Total:		377.07		
Douglas Truck Parts Total:		377.07		
EC Link				
ECLINK				
12697	11/5/2018	250.00	0.00	11/20/2018
101-250-511-5340 Maintenance Agreement Expen				Upgrade to website for secure connection
12697 Total:		250.00		
EC Link Total:		250.00		
Emcor Services Team Mechanical Inc				
EMCOR				
930011573	11/2/2018	941.65	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Monthly agreement - November 2018
930011573 Total:		941.65		
Emcor Services Team Mec		941.65		
Eterno Attorney at Law, David				
ETERNO				
12251	11/3/2018	47.50	0.00	11/20/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
101-230-511-5399 Other professional services				Off site docket review 10/22/18
12251	11/3/2018	525.00	0.00	11/20/2018
101-230-511-5399 Other professional services				On site hearings 10/23/2018
12251 Total:		572.50		
Eterno Attorney at Law, D		572.50		
Kelly Services, Inc.				
KELLYSER				
42067432	10/22/2018	696.00	0.00	11/20/2018
101-400-511-5039 Other contract labor				Temporary support for PW Dept
42067432 Total:		696.00		
43065426	10/29/2018	588.00	0.00	11/20/2018
101-400-511-5039 Other contract labor				Temporary support for PW Dept
43065426 Total:		588.00		
Kelly Services, Inc. Total:		1,284.00		
Klimawent USA, LLC				
KLIMAWEN				
67478	11/8/2018	434.18	0.00	11/20/2018
101-410-511-5730 Program supplies				Filters for Shop
67478 Total:		434.18		
Klimawent USA, LLC Tota		434.18		
Lowe's Business Acc/GECF				
LOWES				
02229	11/1/2018	28.37	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Sponge, mop for Buildings

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
02229 Total:		28.37		
02230	11/1/2018	28.80	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Heavy duty lock for Buildings
02230 Total:		28.80		
02419	10/25/2018	70.52	0.00	11/20/2018
205-430-515-5730 Program supplies				Drain pipe for exercise equipment
02419 Total:		70.52		
02540	11/5/2018	26.48	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Net for fruit flies
02540 Total:		26.48		
02567	10/24/2018	10.18	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Wheel rollers
02567 Total:		10.18		
02614	11/6/2018	94.05	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Adapter, bushing for PD
02614 Total:		94.05		
02642	11/6/2018	22.71	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Screwdriver, bolt for PD
02642 Total:		22.71		
02646	11/6/2018	56.50	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Adapter, elbow for FD
02646 Total:		56.50		
02657	10/25/2018	71.77	0.00	11/20/2018
660-620-519-5730 Program supplies				PVC pipe for water
02657 Total:		71.77		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
02681	10/25/2018	70.52	0.00	11/20/2018
660-620-519-5405 R&M - buildings				Electrical material for Pump House
02681 Total:		70.52		
02768	11/8/2018	36.99	0.00	11/20/2018
101-440-513-5730 Program supplies				Paint for streets
02768 Total:		36.99		
02790	10/26/2018	4.91	0.00	11/20/2018
101-440-513-5730 Program supplies				Screws for painting
02790 Total:		4.91		
02965	10/29/2018	119.52	0.00	11/20/2018
101-420-511-5405 R&M - buildings				Stapler, duct tape, peak for Buildings
02965 Total:		119.52		
Lowe's Business Acc/GEC		641.32		
Monroe Truck Equipment				
MONROET				
5385835	10/22/2018	547.90	0.00	11/20/2018
101-440-513-5480 R&M - vehicles				Guard, curb wrap for dump trucks
5385835 Total:		547.90		
Monroe Truck Equipment T		547.90		
North Suburban Employee Benefit				
NSEBENEF				
October, 2018	11/3/2018	110,000.00	0.00	11/20/2018
102-000-210-2027 Health insurance premium with				PPO - Benefit Cooperative, October 2018
October, 2018 Total:		110,000.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
North Suburban Employee		110,000.00		
RCN Telecom Services of Illinois, LLC				
RCNTEL				
084380001-00114	10/30/2018	1,131.00	0.00	11/20/2018
101-250-511-5320 Consulting				Access point at Skokie
084380001-00114 Total:		1,131.00		
084382501-00114	10/30/2018	1,131.00	0.00	11/20/2018
101-250-511-5320 Consulting				Access point at Skokie
084382501-00114 Total:		1,131.00		
RCN Telecom Services of I		2,262.00		
State Treasurer, IL Dept of Trans.				
STATETIL				
54907	11/2/2018	5,947.50	0.00	11/20/2018
212-000-513-5290 Street lights & traffic signal				Maintenance for traffic control signals at various intersectio
54907 Total:		5,947.50		
State Treasurer, IL Dept of		5,947.50		
Verizon Wireless				
VERIZON				
9816942783	10/21/2018	70.05	0.00	11/20/2018
101-000-210-2650 Contractor Permits Payable				Verizon Data charges
9816942783	10/21/2018	62.76	0.00	11/20/2018
660-610-519-5580 Telephone				Verizon Data charges
9816942783	10/21/2018	1,304.88	0.00	11/20/2018
101-250-511-5580 Telephone				Verizon Data charges
9816942783 Total:		1,437.69		
9816942784	10/21/2018	755.17	0.00	11/20/2018

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-210-511-5580 Telephone				Verizon phone charges
9816942784	10/21/2018	24.81	0.00	11/20/2018
205-508-515-5580 Telephone				Verizon phone charges
9816942784	10/21/2018	19.59	0.00	11/20/2018
205-520-515-5580 Telephone				Verizon phone charges
9816942784	10/21/2018	8.70	0.00	11/20/2018
205-530-515-5580 Telephone				Verizon phone charges
9816942784	10/21/2018	23.07	0.00	11/20/2018
205-560-515-5580 Telephone				Verizon phone charges
9816942784	10/21/2018	1.74	0.00	11/20/2018
205-550-515-5270 Purchased program services				Verizon phone charges
9816942784	10/21/2018	20.88	0.00	11/20/2018
101-000-210-2650 Contractor Permits Payable				Verizon phone charges
9816942784	10/21/2018	75.69	0.00	11/20/2018
660-610-519-5580 Telephone				Verizon phone charges
9816942784 Total:		929.65		
Verizon Wireless Total:		2,367.34		
Village of Skokie				
VILLSKOK				
52654	11/1/2018	64,469.25	0.00	11/20/2018
101-300-512-5398 911 combined comm. contract				Novermber E911 Dispatch services
52654	11/1/2018	5,991.89	0.00	11/20/2018
101-300-512-5398 911 combined comm. contract				Charge for additional phone lines
52654 Total:		70,461.14		
Village of Skokie Total:		70,461.14		
Warehouse Direct				
WAREHOUS				
4081918-0	10/29/2018	533.53	0.00	11/20/2018
101-200-511-5700 Office supplies				Office supplies
4081918-0 Total:		533.53		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
4081919-0	10/29/2018	230.42	0.00	11/20/2018
101-350-512-5700 Office supplies				Office supplies
4081919-0 Total:		230.42		
4082690-0	10/29/2018	437.67	0.00	11/20/2018
101-210-511-5700 Office supplies				Office supplies
4082690-0 Total:		437.67		
4086213-0	11/1/2018	136.02	0.00	11/20/2018
101-300-512-5730 Program supplies				Office supplies
4086213-0 Total:		136.02		
4086343-0	11/1/2018	479.04	0.00	11/20/2018
205-560-515-5700 Office supplies				Office supplies
4086343-0 Total:		479.04		
4087256-0	11/1/2018	18.30	0.00	11/20/2018
205-560-515-5700 Office supplies				Office supplies
4087256-0 Total:		18.30		
4087874-0	11/2/2018	212.23	0.00	11/20/2018
101-400-511-5700 Office supplies				Office supplies
4087874-0 Total:		212.23		
Warehouse Direct Total:		2,047.21		
Report Total:		210,013.67		

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Maggie Weiss

Resident since 1983, 35 years

I'm a mostly retired RN and LCSW in the area of Behavioral Health Services and currently help my physician husband with his consulting business. My first degree was a major in biology with a minor in botany. My parents were lifelong gardeners, and my father had a strong environmental bent which was transmitted to me. I am a University of Illinois Extension Certified Master Gardener and have volunteered in Plant Information at the Chicago Botanic Garden for the past 10 years. I've also volunteered with other restoration projects,

My areas of interest are recycling, environmental education, and public policy. This translates to public education regarding sustainability and better practices.

It's important to know that I cannot function or represent myself as a U of I Master Gardener. I am under contract to operate only under Chicago Botanic Garden or U of I sanctioned events or projects. I will just be known as a gardener, albeit an intense and opinionated one!

My conceptual framework is science and research based. I've learned so much from my time at the Garden, and continue to learn every day.

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Request For Board Action

REFERRED TO BOARD: November 20, 2018 **AGENDA ITEM NO: 1**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving a Smart Phone Compensation Agreement Between the Village and the Illinois Fraternal Order of Police Labor Council

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On April 18, 2017, the Village Board approved a collective bargaining agreement ("CBA") between the Village and the Fraternal Order of Police Labor Council Police Officers Union ("Union") from May 1, 2017 through April 30, 2020.

The Village has determined that the position of Police Detective should be issued smart phones in order to help them complete the duties of their position. According to the Village's Administrative Protocol for Electronic Devices, positions that meet at least three of the following for criteria are eligible for smart phones:

- The job function of the employee requires considerable time outside of their assigned office or work area and it is important to the Village that they are accessible during those times.
- Position is at a Management Analyst, Supervisor Level, or higher.
- The job function of the employee requires them to maintain an electronic schedule.
- Position requires access to work email at all times.

It was determined that Police Detectives met at least three of the four criteria and qualify for the smart phone. The deployment of the smart phones will help Police Detectives who are expected to have access to their email and files while in the field.

Since the Police Detectives are eligible for payment for overtime through the guidelines of the Federal Labor Standards Act (FLSA) the attached side letter was drafted by the Village's Labor Counsel, Clark Baird Smith, in order to address possible concerns related to overtime usage of the smart phones while off-duty. Normally, smart phones are only issued to employees who are exempt to FLSA in order to mitigate any concerns related to overtime for employees using their smart phones outside of the normal business hours for the Village. It is anticipated that proper management and the attached document will help to address any possible concerns with a non-exempt employee utilizing a Village-issued smart phone.

On October 31, 2018, the Village met with representatives of the Fraternal Order of Police to discuss the possibility of allowing the deployment of smart phones for Police Detectives. At the meeting it was tentatively agreed by both parties to approve the attached compensation agreement.

FINANCIAL IMPACT:
A single smart phone has been allocated for the current budget year and will be deployed for one Police Detective. During the 2019/2020 Budget the Village will appropriate sufficient funds to deploy smart phones to all Police Detectives.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Memorandum of Agreement

RECOMMENDED MOTION:
Move to approve a Resolution approving a smart phone compensation agreement between the Village and the Illinois Fraternal Order of Police Labor Council

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

A RESOLUTION APPROVING A SMART PHONE COMPENSATION AGREEMENT WITH THE INTERNATIONAL FRATERNAL ORDER OF POLICE LABOR COUNCIL

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, police officers employed by the Village Police Department (collectively, the ***"Police Officers"***) are represented by the International Fraternal Order of Police Labor Council (***"Union"***) and

WHEREAS, the Village and the Union have entered into a three-year collective bargaining agreement, commencing May 1, 2017, regarding the terms of employment of the Police Officers by the Village; and

WHEREAS, the Village and the Union now desire to enter into a Smart Phone Compensation Agreement to provide for the issuance by the Village to the Police Officers, and the use by the Police Officers, of smart phones in connection with Police Department business (***"Agreement"***); and

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

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

PASSED this ___ day of _____, 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

AGREEMENT

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Village of Lincolnwood and Illinois Fraternal Order of Police Labor Council, Lodge #23

Smart Phone Compensation Agreement

WHEREAS the Illinois Fraternal Order of Police Labor Council, Lodge #23 ("Union") is the certified bargaining representative for all full-time peace officers below the rank of Sergeant, including officers assigned to Investigations; and

WHEREAS the Village seeks to assign officers to carry cell phones, smart phones, and similar electronic devices so that they can respond to time-sensitive matters that occur outside of their regularly assigned work hours; and

WHEREAS the Village and the Union seek to enter into a reasonable agreement that will ensure that all officers are correctly compensated for all work performed on behalf of the Village; and

WHEREAS the Village and the Union seek to enter into this agreement on a trial basis only.

NOW, THEREFORE, the Village and the Union agree as follows:

1. The Village may issue cell phones, smart phones, and similar electronic devices to employees in the Investigations Division. The Village shall determine, in its sole discretion, which employees are required to carry a Village-issued electronic device for police business.

2. The Village shall pay the initial cost to purchase the electronic device and shall also pay the monthly cost of any voice and/or data plan. Replacement devices will only be made available pursuant to Sections 2.2.5 and 3.3 of the Administrative Protocol regarding Electronic Communication Devices.

3. Employees shall be compensated for all time spent receiving and responding to Village-related calls and emails outside of their normal work schedules. The 2-hour "hire back pay" guarantee in Article 10, Section 7 of the Collective Bargaining Agreement shall not apply unless the officer is required to return to the station or to report to an incident.

4. The Village and the Union agree that any employee who is issued an electronic device will sign the attached Agreement regarding compensation for use of the electronic device. Any employee who does not consent to the attached agreement will not be issued the device and may be reassigned from Investigations to Patrol.

5. The use of a Village-issued device shall be regulated by the Village's policies regarding electronic communication devices, including but not limited to the Administrative Protocol regarding Electronic Communication Devices, and all related provisions of the personnel handbook, which may be modified from time to time.

6. The Village and the Union agree that this Side Letter of Agreement shall expire on April 30, 2020 and all Village-issued devices must be returned to the Village on April 30, 2020. This Agreement may only be extended by mutual agreement of both parties. This Agreement may not be introduced as evidence in any interest arbitration proceeding under Section 14(l) of the Illinois Public Labor Relations Act, and the Agreement shall not be considered the "status quo" in any such proceeding.

_____	_____
FOP Lodge #23	Village of Lincolnwood
_____	_____
Date	Date

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Village of Lincolnwood

Smart Phone Compensation Agreement

For Non-exempt Employees

The Village of Lincolnwood has decided that your position as a Police Investigator requires you to use a smart phone in order to respond to issues that arise after-hours.

Because you are a non-exempt employee, the Village will pay you for the time you spend receiving and responding to Village-related calls and emails after hours. It is your responsibility to keep track of the amount of time spent reading and responding to emails and speaking on the phone for Village business. You are expected to record the actual amount of time spent on such activities on your daily time sheet.

You are expected to preserve the "call log" on your phone and show it to your supervisor upon request to verify the amount of time spent on Village-related business.

Village-issued devices are the property of the Village of Lincolnwood. All such devices must be returned to the Village upon demand or upon separation from service. By receiving a Village-issued smartphone, you agree to abide by the Village's policy regarding Electronic Communication Devices, the Computer User Acknowledgment, and all related rules and regulations contained in the personnel manual.

_____	_____
[Employee Name]	Village of Lincolnwood
_____	_____
Date	Date

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Request For Board Action

REFERRED TO BOARD: November 20, 2018 **AGENDA ITEM NO: 2**

ORIGINATING DEPARTMENT: Public Works Department

SUBJECT: Approval of a Resolution Requesting Motor Fuel Tax Funds from the State of Illinois Pertaining to General Maintenance

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Since October 1, 1977 the State of Illinois has imposed a motor fuel use tax on fuel used by interstate commercial motor vehicles. Revenues collected from this tax assists with building and maintaining roads and highways. A portion of State revenue from motor fuel taxes is returned to municipalities from the State of Illinois. The Village may request permission from the Illinois Department of Transportation (IDOT) to use motor fuel tax funds (MFT funds) for the following items:

- Construction and Maintenance of Municipal Streets and Extensions, Municipal Alleys, and Federal-Aid Routes within the municipality
- Bicycle Signs, Paths, Lanes, or Bicycle Parking, Facilities Storm Sewers
- Street Lighting Systems
- Grade Separations and Approaches
- Off-Street Parking Facilities
- Traffic Control and School Crossing Signals
- Pedestrian Subway or Overhead Crossings
- Sidewalks and Pedestrian Paths
- Non-dedicated Subdivision Roads established before July 23, 1959
- Matching funds for federal grants

During a periodic review of the Village's MFT paperwork, it was discovered that a general maintenance Resolution for FY 2015/16 was never adopted by the Village Board. The attached general maintenance Resolution reflects the costs that were included in the FY 2015/16 budget to cover the cost of the Village's share of traffic signal maintenance and the installation of sidewalks on Crawford Avenue. Traffic signal maintenance is managed by IDOT and the Village is billed for its portion of the maintenance. The Village pays only the portion of the maintenance for the legs that are under local control. For example, the Village pays 50% of the maintenance costs for the traffic signal at Lincoln and Pratt Avenues since Pratt is a local street and Lincoln is under the jurisdiction of IDOT. Attached to this resolution is the estimate of general maintenance costs provided by IDOT.

FINANCIAL IMPACT:
$47,000 was budgeted for maintenance of traffic signals and the replacement of sidewalks on Crawford Avenue.

DOCUMENTS ATTACHED:

1. Proposed Illinois Department of Transportation Resolution for General Maintenance
2. Illinois Department of Transportation Estimate of General Maintenance Costs

RECOMMENDED MOTION:

Move to approve a Resolution requesting motor fuel tax funds from the State of Illinois pertaining to general maintenance.

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Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
	Original	16-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type) of Lincolnwood (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of Forty-Seven Thousand Dollars ($47,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/15 (Beginning Date) to 04/30/16 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village (Local Public Agency Type) of Lincolnwood (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) ceritified originals of this resolution to the district office of the Department of Transportation.

I Beryl E Herman (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type) of Lincolnwood (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees (Governing Body Type) of Lincolnwood (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

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Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.
Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District Compliance Review
District File

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Illinois Department of Transportation

Municipal Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
Lincolnwood	Cook	16-00000-00-GM	5/1/2015	4/30/2016

Estimated Cost of Maintenance Operations

Maintenance Operation (No. and Description)	Maint. Eng. Group	Insp. Req.	For Group I, IIA, IIB or III					Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	Item Cost	
Traffic Signal Maintenance	I							
(State Contract Repayment)					1	$35,000.00	$35,000.00	$35,000.00
Village Sidewalk Removal &								
Replacement					1	$12,000.00	$12,000.00	$12,000.00

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Instructions for BLR 14231

This form shall be used when a Municipality wants to expend funds for a maintenance period. The maintenance estimate must include all operations to be funded with Motor Fuel Tax (MFT) funds. If operations are added during the maintenance period, a revised or supplemental estimate is required. All estimates of maintenance costs must be submitted to the district for approval prior to incurring any expenses. The amount of MFT funds expended on items covered in the estimate is limited to the amount of MFT funds appropriated in the maintenance resolution. IF rental equipment is included in the estimate, BLR 12110 must also be completed and submitted.

For additional information refer to the Bureau of Local Roads and Streets Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Submittal Type	From the drop down, choose Original (being submitted for the first time), Revised (revising a previously approved submittal), or Supplemental (addition to estimate(s) already approved).
Local Public Agency	Insert the name of the municipality.
County	Insert the name of the County in which the municipality is located.
Maintenance Period	
Beginning	Insert the beginning date of the maintenance period. This must be 12 or 24 consecutive months. The dates must match those on the resolution.
Ending	Insert the ending date of the maintenance period, following the above guidelines.

Estimated Cost of Maintenance Operations

To aid in determining quantities for maintenance operations, the LPA may develop their own spreadsheet containing the following information. IDOT does not provide a form for this purpose.

Location			Surface			Maintenance Operation			
Street/Road	From	To	Existing Type	Length	Width	No.	Description	Unit	Quantity

Maintenance Operations	List each maintenance operations with a consecutive operation number. If an operation is not listed MFT funds cannot be expended for that operation.
Maint. Engineering Group	From the drop down, select the group number that applies to the maintenance operation to be performed. All maintenance operations shall require one of the following group designations. **1. Group I.** Services purchased without a proposal such as electrical energy or materials purchased from Central Management Services' Joint Purchasing Program (www.purchase.state.il.us) or another joint purchasing program that has been approved by the District BLRS or Central BLRS. **2. Group II-A**. Routine maintenance or maintenance items that do not require competitive sealed bids according to section 12-1.02(a) or local ordinance/resolution. **3. Group II-B**. Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance, limited amounts of CC&G repair, scour mitigation, pavement patching and minor drainage repairs. **4. Group III**. Maintenance items that are not covered by Group I or IIB and require competitive bidding with a material proposal or a delivery and install proposal. **5. Group IV**. Maintenance items that are not covered by Group I or IIB and require competitive bidding with a contract proposal.
Insp Req.	From the drop down, select 'Y' if the operation being performed requires an engineering inspection or 'N' if the operation does not need an engineering inspection.
Item	For Groups I, IIA, IIB (not performed by a formal contract), and III type operations list each item to be used in this maintenance operation. For Group IIB items being done by a formal contract and Group IV items list "by contract".
Unit	For Groups I, IIA, IIB (not performed by a formal contract), and III insert the unit of measure for each listed item.
Quantity	For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated quantity for each listed item.
Unit Price	For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated unit price for each listed item.
Item Cost	This is a calculated field, no entry is necessary. It calculates the quantity times the unit price.
Est. Total Operation Cost	For each operation listed, insert the total estimated cost of that operation.
Total Estimated Maintenance Operation Cost	This is a calculated field, no entry is necessary. It sums all the maintenance operations listed.

Estimated Cost of Maintenance Engineering

Preliminary Engineering	Insert the estimated cost for preliminary engineering. This will be calculated based on the maintenance engineering agreement.
Engineering Inspection	Insert the estimated cost of engineering inspection. This will be calculated based on the maintenance engineering agreement.
Material Testing	Insert the estimated cost of material testing, if applicable.
Advertising	Insert the estimated cost of advertising, if applicable.
Bridge Inspections	Insert the estimated cost of bridge inspections, if applicable. This will be calculated based on the engineering agreement.
Total Estimated Maintenance Engineering Costs	This is a calculated field, no entry is necessary. It sums all the maintenance engineering costs listed.

Maintenance Program Estimated Costs

Estimated Costs	For maintenance, insert the total estimated maintenance operation costs. For Maintenance Engineering, this will be automatically inserted based on the estimated engineering costs from the maintenance engineering table. The totals will automatically calculate.
MFT Portion	For each type insert the MFT funds estimated to be used for that type. The totals will automatically calculate.
Other Funds	For each type insert the amount of other funds estimated to be used for that type. The totals will automatically calculate.
Totals	This is a calculate field, no entry is necessary. It sums the total for estimated cost, MFT portion and other funds.
Submitted	The proper municipal official shall insert their title and date here.
Approved	Upon approval the Regional Engineer shall sign and date here.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.
Following the Regional Engineer's approval, distribution will be as follows:

- Municipal Clerk
- Engineer (Municipal or Consultant)
- District Compliance Review
- District File

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Request For Board Action

REFERRED TO BOARD: November 20, 2018 **AGENDA ITEM NO: 3**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Approving an Agreement with Municipal GIS Partners, Inc. for GIS Support Services

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
In August of 2005 the Village entered into a membership agreement for the Geographical Information Systems Consortium (GISC) and its service provider, Municipal GIS Partners (MGP). On March 17, 2015, the Village Board authorized the execution of a three year agreement with the GISC service provider. The 2015 agreement has since expired and an updated three year agreement, with generally the same terms as the previous agreement is being proposed for consideration.

Over the last 13 years the Village has received substantial benefit from the GIS Consortium database. These improvements have included:

- Zoning Layer
- Address Grids
- Street Intersections
- Tax Increment Financing Districts
- Parking Restriction Locations
- Street Sweeping Mapping
- Snow Plowing Routes
- Water and Sewer Utility Data
- Public Tree Inventory
- Park Maps
- Available Commercial Property Maps

These programs allow staff to create custom maps for presentations and planning, as well as allow the public to access information about their properties through the Consortium's website www.gisconsortium.org.

Over the coming year, several new layers and projects are planned. These include:

- Interactive Crime Map
- Sign Inventory Database Update
- Vehicle Sticker Analysis
- Tree Inventory Database Update
- Sewer and Water Utility Maintenance
- Traffic Count Mapping
- Business Inventory
- Vehicular Accident Mapping

The agreement states that MGP will present a projected utilization and service rate adjustment to the GISC Board, on which the Village has a representative, on an annual basis for approval. For 2019, those members, including the Village, who use a Remote Access Service providing a cloud based GIS work station will experience an overall decrease in cost due to efficiencies gained from using the cloud based

service. The GISC Board approved a fee schedule that includes an overall cost for the Village of $43,563, which is 0.42% less than the 2018 cost.

The attached Resolution authorizes the Interim Village Manager to execute a three year agreement with the GIS Consortium consultant.

FINANCIAL IMPACT:
$17,775 is budgeted in the FY 2018/19 Information Technology budget for contract GIS services and $26,350 is budgeted in the in the fiscal year 2015-2016 Water and Sewer fund for contract GIS services for a total of $44,425.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. GIS Consortium Service Provider Agreement

RECOMMENDED MOTION:
Move to approve a Resolution approving an agreement with Municipal GIS Partners, Inc. for GIS support services.

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

A RESOLUTION APPROVING AN AGREEMENT WITH MUNICIPAL GIS PARTNERS, INC., FOR GIS SUPPORT SERVICES

WHEREAS, the Village is a member of the GIS Consortium (***"Consortium"***), an organization comprised of municipalities in northeastern Illinois, which Consortium shares the cost of establishing a regional Geographic Information Systems program (***"Program"***); and

WHEREAS, on behalf of its members, the Consortium has selected Municipal GIS Partners, Inc. (***"MGP"***), for the provision of services related to the Program; and

WHEREAS, the Village and MGP desire to enter into a new agreement for GIS Support Services for the three-year period beginning January 1, 2019 (***"Agreement"***); and

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

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

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

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

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

SECTION 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]

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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

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Exhibit A

Agreement

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GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "***Contract***") made and entered into this 1st day of January 2019 (the "***Effective Date***"), by and between the Village of Lincolnwood, an Illinois municipal corporation (hereinafter referred to as the "***Municipality***"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "***Consultant***").

WHEREAS, the Municipality is a member of the Geographic Information System Consortium ("***GISC***");

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "***Services***") in connection with the Municipality's geographical information system **(**"***GIS***");

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1
SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as ***Attachment 1*** ("***Statement of Work***"), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as ***Exhibit A***.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2
PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or his designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work**.**

SECTION 3
RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4
PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5
TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for three (3) year(s) (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

SECTION 6
TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon thirty (30) days prior written notice to the Consultant. The Consultant may terminate this Contract, Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon sixty (60) days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within ten (10) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

SECTION 7
CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or

subcontractors ("***Consultant Personnel***") that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services 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 the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8
ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant's Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel and periodic guests;

(c) A telephone line and phone to originate and receive outside calls;

(d) A network connection with adequate speed and access to the Internet;

(e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and

(f) Any Municipality data, record, which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9
CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code

and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant herby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a

request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

SECTION 10
LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE

OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11
CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12
GENERAL PROVISIONS

12.1 No Collusion. The Consultant represents and certifies that the Consultant 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 the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq*.; 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*.

12.2 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.3 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are 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 Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; 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., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.4 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.5 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.6 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.7 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.8 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.9 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.10 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.11 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract

shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.12 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.13 Good Faith Negotiation**.** Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("***Dispute***"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.14 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Lincolnwood
Andrew Letson
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Andrew Letson
E-Mail: ALetson@lwd.org

If to Consultant: Municipal GIS Partners, Incorporated
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.15 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***").

Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.16 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[**REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS**]

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IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

By:_____
Name:_____
Its:_____

VILLAGE OF LINCOLNWOOD

By:_____
Name:_____
Its:_____

ATTEST:

By:_____
Name: Donna Thomey
Its: Management Support Specialist

CONSULTANT:

MUNICIPAL GIS PARTNERS, INCORPORATED

By:_____
Name: Thomas Thomey
Its: President

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Attachment 1

Statement of Work
to
GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. The Onsite Analyst provides the daily operation, maintenance, and support of the program for the Municipality. The Onsite Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Onsite Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the "***Board***") of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the "***Proposal***") to the Board for approval every year on or about July 31st. Upon the Board's approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI[1] measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 329 hours of Onsite Analyst

2. 83 hours of Shared Analyst

3. 33 hours of Client Account Manager

4. 25 hours of Manager

[1]For purposes of this Contract, "CPI" shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at http://www.bls.gov/ro5/cpichi.htm, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

B. Service Rates

1. $ 84.00 per hour for Onsite Analyst

2. $ 103.75 per hour for Shared Analyst

3. $ 111.95 per hour for Client Account Manager

4. $ 144.85 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : $43,562.85.

Total Not-to-Exceed Amount for Services (Figures) : forty-three thousand, five hundred sixty-two and 85/100 dollars.

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Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding.*

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Exhibit A

Form of Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 and 12.10 of that certain GIS Consortium Service Provider Contract dated [***INSERT DATE***] (the "***Contract***") between the_____ of _____ (the "***Municipality***") and Municipal GIS Partners, Incorporated (the "***Consultant***") hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK ("***SOW***"):

1. Description of Additional Services:

[*None*] or [*Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work*]

2. Project Schedule/Term:

[*Insert date by which supplemental work must be commenced and completed with any appropriate milestones*]

3. Projected Utilization: [Insert rate effective dates]

A. _____ hours of Onsite Analyst

B. _____ hours of Shared Analyst

C. _____ hours of Client Account Manager

D. _____ hours of Manager

4. Service Rates: [Insert rate effective dates]

A. $_____ per hour for Onsite Analyst

B. $_____ per hour for Shared Analyst

C. $_____ per hour for Client Account Manager

D. $_____ per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : $[***INSERT***]

Total Not-to-Exceed Amount for Services (Figures) : [***INSERT***]

In the event of any conflict or inconsistency between the terms of this SOW and this Contract or any previously approved SOW, the terms of this SOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SOW shall be governed

and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

_____
Municipality Clerk

Municipality of _____

By:_____
[***MUNICIPALITY/CITY***] Manager

ATTEST:

By:_____
Its:_____

CONSULTANT:

MUNICIPAL GIS PARTNERS, INCORPORATED

By:_____
Its:_____

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Request For Board Action

REFERRED TO BOARD: November 20, 2018 **AGENDA ITEM NO: 4**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Authorize the Execution of a Contract with F.E. Moran of Northbrook, Illinois for the Replacement of the Village Hall Boiler in an Amount Not-to-Exceed $95,600

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The boiler unit located in the boiler room of Village Hall is responsible for providing heat for the building. The existing boiler was inspected by the Village's maintenance contractor, Emcor Services ("Emcor"), in 2016, during which time it was determined that it has exceeded its useful life and requires replacement. The existing unit is 28 years old and any parts needed to repair it would have to be specially manufactured. Replacement of the boiler was included in the Five-Year Facility Plan and the Capital Improvement Plan for Fiscal Year 2018/19.

The Village Engineer developed the bid specifications for the replacement of the boiler. The specifications included two smaller, high efficiency units to replace the existing large, inefficient boiler. The goal of the dual unit was to provide redundancy in the event of a failure of one of the units. The specifications also call for the replacement of the small domestic hot water heater in the same location, as well as temporary heating, as the building utilizes a blended system. On October 18, 2018 a bid notice was published in the *Lincolnwood Review* and the *Dodge Report*. In addition, bid packages were provided to 21 local vendors who provide this type of service. On October 31, 2018 five sealed bids were received. The following table displays the bids received:

Vendor	Base Bid	Temporary Heating per Day (If needed)	Estimated Temporary Heating Cost	Total Estimated Project Cost
Ideal Heating Co.	$137,666	N/A*	N/A	$137,666
Emcor Mechanical	$139,000	$400	$4,000	$143,000
F.E. Moran	$144,790	$167	$5,010	$149,800
Core Mechanical	$159,898	$2,000	$10,000	$169,898
Amber Mechanical	$167,000	$275	N/A**	$167,000

*Bidder failed to provide bid for temporary heating/day.
**Bidder failed to provide estimated number of heating days.

Each of the submitted bids exceed the budgeted amount for this project of $76,000. Staff based the budgeted amount on the replacement of the same boiler at the Fire Department last fiscal year, which was completed for $69,750. As a result of the higher than expected bids, staff reached out to the distributer for the specified boiler, Barr Mechanical, to determine why the unit cost of the boiler

increased. Barr stated that they had an abundance of the units in stock in 2017 during a promotional period in which the boiler manufacturer, Fulton Boilers, was mass producing units and selling them at a discounted rate to distributors. Furthermore, they stated they have been heavily impacted by the recent tariffs implemented by the Federal government. Both conditions have increased the price of the boiler by roughly $25,000.

During the design of the project for this fiscal year, the Village Engineer recommended the replacement of other items located in the Village Hall boiler room due to the public, heavily trafficked, nature of the building. Additional improvements included replacement of the domestic water heater, hot water storage tank, inline water pump, and shutdown of the automatic louvre system. These proposed improvements increased the cost of the project as well.

In an effort to reduce the overall project cost, staff worked with the Village Engineer to establish two alternative bid options, which include the following:

Alternate 1: Replacement of the boiler with the specified 2 Fulton Endura 750,000 BTU boilers, replacement of the expansion tank, and elimination of the following from the project scope: replacement of the domestic water heater, converting the automatic louvre from automatic to manual, and replacement of the inline circulation pump.

Alternate 2: Replacement of the boiler with 1 Fulton Endura 1.5 million BTU boiler, replacement of the expansion tank, and elimination of the following from the project scope: replacement of the domestic water heater, converting the automatic louvre from automatic to manual, and replacement of the inline circulation pump.

On Tuesday, November 6, 2018, an addendum was issued to the five original bidders requesting updated pricing based on the alternative options provided. On November 13, 2018, three of the original five bidders submitted an updated bid in response to the addendum. The breakdown of proposals is shown in the table below.

Vendor	Alternate 1	Alternate 1 Temporary Heating Cost	Alternate 2	Alternate 2 Temporary Heating Cost
F.E. Moran	$110,000	Not to exceed $5,000	$90,600	Not to exceed $5,000
Ideal Heating Co.	$129,222	$0	No Bid	No Bid
Amber Mechanical	$146,800	$475/day*	$118,600	$475/day*

*Bidder failed to provide an estimated number of heating days.

After evaluating the resubmitted bids, staff has elected to pursue Alternate #2. The lowest responsible bidder, meeting all bid specifications relating to Alternate #2, is F.E. Moran of Northbrook, Illinois. F.E. Moran completed the Fire Department Boiler Replacement Project in 2017 in a manner that met or exceeded all Village standards. F.E. Moran's bid exceeds the budgeted total for this project by $19,600; therefore, in order to reduce the impact to the General Fund, the Police Department Carpeting Project can be deferred until next fiscal year. The $12,200 allocated for the project can be directed toward the boiler replacement. Additionally, the boiler qualifies for up to a $7,500 rebate from Nicor. Staff recommends the Village Board authorize the execution of a contract with F.E. Moran in an amount not-to-exceed $95,600, in the event that the maximum amount of temporary heating is needed.

FINANCIAL IMPACT:
Sufficient funds are available in the Building Maintenance portion of the General Fund for completion of the project.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Contract/Proposal

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the execution of a contract with F.E. Moran, of Northbrook, Illinois for the removal and replacement of the Village Hall boiler.

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RESOLUTION NO. R2018-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH F.E. MORAN, INC., OF NORTHBROOK, ILLINOIS FOR THE REMOVAL AND REPLACEMENT OF THE VILLAGE HALL BOILER

WHEREAS, the Village desires to replace the existing boiler unit at the Village Hall (***"Project"***); and

WHEREAS, the Village sought proposals for the award of a contract to complete the Project (***"Contract"***); and

WHEREAS, on October 31, 2018, the Village received five sealed bids for the award of the Contract, ranging in price from $137,666 to $167,000 (collectively, the ***"October Bids"***); and

WHEREAS, the Village's budgeted amount for the project is significantly lower than the amounts of the October Bids; and

WHEREAS, on November 6, 2018, the Village issued a notice to all bidders who submitted an October Bid, requesting the submission of alternate bids for a Contract to complete the Project with a reduced scope (***"Alternate Bid Request"***); and

WHEREAS, on November 13, 2018, the Village received sealed bids in response to the Alternate Bid Request from three of the bidders who submitted an October Bid (collectively, the ***"November Bids"***); and

WHEREAS, F.E. Moran, Inc., of Northbrook, Illinois (***"Contractor"***), was the low responsible vendor of the firms that submitted proposal packages to the Village in response to the Alternate Bid Request; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with the Contractor, in accordance with the Contractor's November Bid, 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 the Contractor, in accordance with the Contractor's November Bid, 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 approved pursuant to Section 2 of this Resolution, upon receipt by the Village Clerk of at least one original copy of the Contract executed by the Contractor; 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.

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

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EXHIBIT A

CONTRACT

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CONTRACT DOCUMENTS

FOR

VILLAGE HALL BOILER REPLACEMENT PROJECT

FOR

VILLAGE OF LINCOLNWOOD, IL

BID SUBMITTED BY:

F. E. Moran, Inc.

COMPANY NAME

2265 Carlson Drive Northbrook, IL 60062

STREET ADDRESS

October 31, 2018

DATE

CBBEL PROJECT NO. 14-0090.C1806

FOR BID
BID DUE October 31, 2018 (BEFORE 9:30 A.M. LOCAL TIME)

REQUESTS FOR PROPOSALS

OWNER:

Village of Lincolnwood (***"Village"***)
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

The Village will receive sealed proposals for the work generally described as follows:

Providing all labor, materials, tools and equipment necessary to install, connect, test and put into operation a new replacement 15,000 BTU boiler unit and all related devices, appurtenances, accessories, and restoration necessary to complete the work. (***"Work"***)

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. All proposals shall be accompanied by a cashier's or certified check, in form and from a surety satisfactory to the Village, in an amount equal to at least ten percent of the Total Contract Price named in the Schedule of Prices section of the Contract/Proposal form. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The Village reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by the Village, the successful Bidder's proposal, together with the Village's notification of acceptance

in the form attached to this Request for Proposals, shall become the contract for the Work.

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DATED this 12th day of October, 2018.

VILLAGE OF LINCOLNWOOD

By: _____
Andrew Letson
Director of Public Works

CONTRACT/PROPOSAL FOR THE VILLAGE HALL BOILER REPLACEMENT PROJECT

Full Name of Bidder F. E. Moran, Inc. ("***Bidder***")

Principal Office Address 2265 Carlson Drive Northbrook, IL 60062

Local Office Address Same As Above

Contact Person June M. Tucker/Sr. Vice President Telephone Number (847)498-4800

TO: Village of Lincolnwood ("***Village***")
6900 N. 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 has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None *[if none, write **"NONE"**], which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, 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 specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for providing all labor, materials, tools and equipment necessary to install, connect, test and put into operation a new replacement 15,000 BTU boiler unit and all related devices, appurtenances, accessories, and restoration necessary to complete the work at the Village Hall, 6900 N. Lincoln Avenue ("***Work Site***");

2. Permits. 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 insurance certificates and policies of insurance specified in this Contract/Proposal;

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

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

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

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss. Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

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D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall 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 below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE (in writing):

One Hundred forty nine Thousand eight Hundred _____ Dollars and Zero Cents

TOTAL CONTRACT PRICE (in figures):

$ 149,800 _____ Dollars and 00 Cents

Temporary Heating per day: $ 167.00

Estimated no. of Temporary Heating Days 30 (Included in Contract Price

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; ***[and]***

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Pay requests may be made on a monthly basis.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to the Village all bonds and all insurance certificates specified in this Contract/Proposal (***"Commencement Date"***). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 30 days following the Commencement Date (***"Time of Performance"***). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Bidder. Delays caused by the Village shall extend the Time of Performance.

4. **Financial Assurance**

A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Village's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The Village and Christopher B. Burke Engineering, Ltd. shall be added as additional insured. The minimum insurance coverages and limits that shall be maintained

at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

   Limits shall not be less than:

   Worker's Compensation: Statutory

   Employer's Liability: $500,000 ea. accident-injury
   $500,000 ea. employee-disease
   $500,000 disease-policy

   Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

   Limits for vehicles owned, non-owned or rented shall not be less than:

   $1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

   Limits shall not be less than:

   $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

   Coverage is to be written on an "occurrence" basis.

   Coverage to include:

   - Premises Operations
   - Products/Completed Operations
   - Independent Contractors
   - Personal Injury (with Employment Exclusion deleted)
   - Broad Form Property Damage Endorsement
   - "X," "C," and "U"
   - Contractual Liability

   Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

   Limits shall not be less than:

   $2,000,000 Bodily Injury and Property Damage Combined Single Limit.

   This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 45 days after the date this sealed Agreement is opened.

6. **Bidder's Representations and Warranties**

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Village's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract/Proposal, has been attached as an Appendix to this Contract/Proposal; 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; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed,

color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other 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 Bidder 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 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder 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.

7. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal and, except where stated otherwise references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal 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/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal 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.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

J. Governing Law. This Contract/Proposal 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.

K. Certified Payrolls. Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Bidder or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general

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contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Bidder and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within this State.

DATED this 12th day of October, 2018.

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Bidder's Status: (X) Illinois (State) Corporation ( ) _____ (State) Partnership ( )Individual Proprietor

Bidder's Name: F. E. Moran, Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: June M. Tucker

(corporate seal)
(if corporation)

Printed Name: June M. Tucker

Title/Position: Sr. Vice President

Bidder's Business Address: 2265 Carlson Drive Northbrook, IL 60062

Bidder's Business Telephone: (847)498-4800 Facsimile: (847)498-9091

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Michael V. McCombie	President	Same As Above
June M. Tucker	Sr. Vice President	Same As Above
Charlotte Flesher	Vice President	Same As Above
Brian Ramsey	Secretary	Same As Above

ACCEPTANCE

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The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lincolnwood ("***Village***") this 31st day of October, 2018.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LINCOLNWOOD

By: _____
Robert Merkel
Interim Village Manager

Specifications

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See following sections.

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VILLAGE OF LINCOLNWOOD

VILLAGE HALL BOILER REPLACEMENT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____, as Principal, hereinafter called Contractor, and _____, as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of _____ Dollar ($_____), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, with Owner entitled "Contract Between Village of Lincolnwood and _____ for the 2018 Alley Improvements " (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the 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 for the Village Hall Boiler Replacement, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (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 and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance

of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ___ day of _____, 2018.

Attest/Witness:

By: _____

Title: _____

PRINCIPAL: _____

By: _____

_____

Title: _____

Attest/Witness:

By: _____

Title: _____

SURETY: _____

By: _____

Title: _____

Telephone: _____

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VILLAGE OF LINCOLNWOOD

VILLAGE HALL BOILER REPLACEMENT
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____, as Principal, hereinafter called Contractor, and _____, as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of _____ Dollar ($_____), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, with Owner entitled "Contract Between Village of Lincolnwood and _____ for the 2018 Alley Improvements" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the 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 for the Village Hall Boiler Replacement, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (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 and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may

prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ___ day of _____, 2018.

Attest/Witness: PRINCIPAL: _____

By: _____ By: _____

_____

Title: _____ Title: _____

Attest/Witness: SURETY: _____

By: _____ By: _____

Title: _____ Title: _____

Telephone: _____

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SECTION 00 45 19

STATE OF ILLINOIS)
)SS
)

June M. Tucker being first duly sworn on oath deposes and states:

a. That in connection with this procurement,

1. the prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly to any other bidder or to any competitor; and

3. no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

b. The undersigned further states

1. He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to (a.1) through (a.3) above; or

2. He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a.1) through (a.3) above, and as their agent does hereby so certify; and (b) he/she has not participated, and will not participate, in any action contrary to (a.2) through (a.3) above.

c. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the Bidder to receive payment under any award made hereunder.

For Corporation:
(Corporate Seal)

June M. Tucker
(Name). Signature - Indicate if corporation, partnership or sole proprietor

ATTEST:

June M. Tucker/Sr. Vice President
(Office held in Bidder Organization)

SUBSCRIBED AND SWORN TO before me Charlotte Flesher/Vice President

this 31st day of October, 20 18

April L. Sierak
Notary Public April L. Sierak

OFFICIAL SEAL
APRIL L. SIERAK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan 21, 2019

END OF SECTION

BIDDER CERTIFICATION
IN COMPLIANCE WITH ARTICLE 33 E TO THE "CRIMINAL CODE OF 1961"

SECTION 00 45 46

I June M. Tucker, do hereby certify that:

1. I am Sr. Vice President (Position) of the F. E. Moran, Inc. (Firm).

   and have authority to execute this certification on behalf of this firm.

2. This firm is not barred from bidding on this Contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

Name of Firm F. E. Moran, Inc.

Signature [signature]

Title June M. Tucker/Sr. Vice President

Date October 31, 2018

Corporate Seal (where appropriate)

On this 31st day of October, 20 18, before me appeared (Name) June M. Tucker to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) F. E. Moran, Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public [signature] Commission Expires 1-21-19

April L. Sierak

Notary Seal

OFFICIAL SEAL
APRIL L. SIERAK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan 21, 2019

END OF SECTION

Return to VB Agenda

SECTION 00 55 00

TO: F. E. Moran, Inc.
2265 Carlson Drive
Northbrook, IL 60062

DATE: _____

PROJECT: Village of Lincolnwood Boiler Replacement

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to bring to substantial completion the installation and place into operation the equipment and improvements of the above referenced Project within **10** consecutive calendar days thereafter, and to fully complete the Work within the same **10** consecutive calendar days from the foregoing specified commencement date. The date of substantial completion/operation is therefore _____, 20____, and the completion date of all WORK is therefore _____, 20____.

_____
(Owner)

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

_____,

this the _____ day of _____, 20____.

BY: _____

TITLE: _____

END OF SECTION

Return to VB Agenda

November 6, 2018

TO ALL BIDDERS:

Subject: Village of Lincolnwood - Village Hall Boiler Replacement Project

---

Ladies and Gentlemen:

Sealed bids were received and opened for the Village Hall Boiler Replacement Project (***"Project"***) on October 31, 2018. The five bids received were substantially over the Village's budgeted amount for the Project. The summary bid breakdown is as follows:

Bidder #1	Ideal Heating Co.	Brookfield, Illinois	$137,666
Bidder #2	Emcor Mechanical	Buffalo Grove, Illinois	$139,000
Bidder #3	F.E Moran	Northbrook, Illinois	$149,800
Bidder #4	Core Mechanical	Chicago, Illinois	$159,898
Bidder #5	Amber Mechanical	Alsip, Illinois	$167,000

As a result of the higher-than-expected bids, the Village has adjusted the scope of work in an effort to value engineer the Project and reduce the overall Project cost. The Village is issuing this Notice to the five vendors who bid on the project to allow an opportunity for all bidders to provide an alternate price for the revised Project.

In each of the alternatives listed below, the following project components have been REMOVED from the project type, and the bid specifications for the Project attached hereto have been revised to show those three components in strikethrough text or with red Xs:

1. Removal and replacement of the domestic hot water heater;
2. Converting the existing louver to manual functioning order; and
3. Removal and replacement of the in-line circulating pump.

Please ensure the items above are removed from the cost for each alternative option below. This work will be done in-house at a later date.

In addition, the Village is investigating the possibility of utilizing one 1.5 Million BTU Fulton Boiler unit in place of the two tandem units. The Village believes this may lead to reduce costs relating to labor, piping, flatwork, and other needed connections. Alternate 2 below reflects the utilization of this single, larger Fulton Boiler unit.

If you are willing to submit new pricing, please do so by sending your new pricing to my attention on the enclosed form in a sealed envelope by **Tuesday, November 13, 2018, at 12:00 p.m.** We want to have pricing available that morning to enable the Village Board to consider making a final decision regarding

award of the contract for the project during the Board of Trustees meeting scheduled for November 20, 2018.

The undersigned firm hereby submits these Alternate Proposals for the proposed work on the Project to supplement this firm's proposal to the Village of Lincolnwood dated October 31, 2018.

RETURN WITH ALTERNATE PROPOSAL

Alternate 1
Replacement of the existing boiler unit with two Fulton Endura 750,000 BTU boiler units, replacement of expansion tank, and elimination of the 3 items listed above from the project scope.
Lump Sum $ 115,000.00

Deduct ($5000.00) if Temp Ht not required

Supplemental Heating/Day $_____ **Number of estimated Days** _____

Alternate 2
Replacement of the existing boiler unit with one Fulton Endura 1.5 million BTU boiler unit, replacement of expansion tank and elimination of the 3 items listed above from the project scope.
Lump Sum $ 95,600.00

Deduct ($5000.00) if Temp Ht not required

Supplemental Heating/Day $_____ **Number of estimated Days** _____

If accepted, the undersigned agrees to perform the work in accordance with one of the Alternates identified above in lieu of this firm's original proposal.

Company Name: F. E. Moran, Inc.

Signed by: June M. Tucker Date: November 13, 2018

Title: June M. Tucker/Sr. Vice President

Business Address: 2265 Carlson Drive
Northbrook, IL 60062

Return to VB Agenda

Request For Board Action

REFERRED TO BOARD: November 20, 2018 **AGENDA ITEM NO: 5**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Resolution Granting Preliminary Approval of a Special Use for a Planned Unit Development, with Zoning Modifications and Approval of a Preliminary Plat of Subdivision to Permit a Mixed-Use Development at 4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Tucker Development Group, contract purchaser for the former Purple Hotel property (4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue), seeks Preliminary Approval of a Special Use for a Planned Unit Development, with several modifications to Zoning Code Standards for the proposed District 1860 mixed-use development on 8.47 acres, at the northwest corner of Touhy and Lincoln Avenues. The development consists of three principal buildings that would be constructed in one phase. Those buildings include a seven-story hotel, a seven-story mixed-use building with commercial space on the ground floor and residential apartments above, and a one-story commercial building. The property is located in the B3, Village Center PD (Planned Development) District, which was created in order to accommodate this type of development, with a focus specifically at this key intersection in the Village, where once stood the former Purple Hotel, demolished in 2013.

Village Board Action
At the November 6, 2018 meeting, the Village Board unanimously approved the Preliminary PUD, with Zoning modifications, a Variation to Chapter 6 (Public Ways), and a Variation from the Subdivision Code, along with a Preliminary Plat of Subdivision, and directed the Village Attorney to prepare a Resolution for adoption, consistent with this concurrence. In approving this request, the Village Board incorporated the following recommendations proposed by the Plan Commission:

1) Provide unique or "special" landscape plantings to be provided on either side of the Village Green entry from Lincoln Avenue;
2) Provide bollards for the protection of guests in the Village Green itself, as well as collapsible bollards in the roadway at appropriate locations along the north and south ends of the Village Green;
3) Approval is subject to review and approval by IDOT of the conceptual off-site traffic signalization, roadway and site access improvements;
4) Waive the requirement that Covenants be submitted for preliminary approval and permit them to be submitted at a later date;
5) Review and approval of the submitted Fiscal Impact Studies and Property Covenants shall be at the time of Final PUD approval; and

6) Signs shown in the preliminary plans are approved in concept, with specific sign sizes and locations to be determined as part of a Unified Business center Sign plan, to be approved at a later date.

In addition, the attached Resolution memorializes the process for final PUD approval, as well as Police Department-requested security improvements, Fire Department-requested alarm system connectivity requirements, specific roadway and traffic control improvements (all found in Section 7 of the Resolution), and the requirement that Final plans (Development Plans and Plat of Subdivision) be submitted no later than twelve months after approval of the Resolution (found in Section 8 of the Resolution).

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Resolution

RECOMMENDED MOTION:
Move to approve a Resolution granting preliminary approval of a Special Use for a Planned Unit Development, with Zoning Modifications, and approval of a Preliminary Plat of Subdivision to permit a mixed-use development at 4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue.

Draft 11/16/18

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

A RESOLUTION APPROVING A PRELIMINARY DEVELOPMENT PLAN AND PRELIMINARY PLAT OF SUBDIVISION
(4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue)

WHEREAS, Tucker Development Group, Inc. ("***Applicant***") is the contract purchaser of those certain parcels of real property consisting of approximately 8.47 acres, commonly known as 4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue, Lincolnwood, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("***Property***"); and

WHEREAS, the Property is currently located in the B-3 Village Center Planned Development District ("***B-3 District***"); and

WHEREAS, the Property is currently vacant; and

WHEREAS, the Applicant desires to develop a multiple-building mixed-use residential, retail, commercial, and hotel development on the Property, comprised of: (i) a seven-story hotel building at the northern end of the Property (***"Hotel Building"***); (ii) a seven-story mixed-use building in the southeast portion of the Property (***"Mixed-Use Building"***); and (iii) a one-story retail and commercial building in the southwest portion of the Property (***"Retail/Commercial Building"***) (collectively, the "***Proposed Development***"); and

WHEREAS, pursuant to Sections 8.03(5)(a) and 8.18 of the "Village of Lincolnwood Zoning Ordinance," as amended ("***Zoning Ordinance***"), the Applicant must obtain a special use permit for a planned unit development in order to construct the Proposed Development because the Property is located within the B-3 District and would consist of two or more principal buildings on one lot; and

WHEREAS, pursuant to Part A of Article VIII of the Zoning Ordinance and Chapter 16 of the Municipal Code of Lincolnwood, as amended ("***Village Code***"), the Applicant, with the consent of the owner of the Property, has filed an application with the Village for approval of: (i) a planned unit development for the Property; (ii) certain zoning modifications within the planned unit development; and (iii) a preliminary plat of subdivision for the Property; and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of a planned unit development and the preliminary plat of subdivision for the Property was duly advertised on August 16, 2018 in the Lincolnwood Review, opened on September 5, 2018, and concluded on October 4, 2018; and

WHEREAS, on October 4, 2018, the Plan Commission made findings and recommendations in support of the proposed planned unit development, preliminary plat of subdivision, and proposed rezoning, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to approve the preliminary development plan and preliminary plat of subdivision for the Property;

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 foregoing recitals are incorporated into, and made a party of, this Resolution as findings of The President and Board of Trustees.

SECTION 2. APPROVAL OF PRELIMINARY PLAT OF SUBDIVISION. The preliminary plat of subdivision for the Property, titled "Final Plat of Lincoln-Touhy Second Addition to Lincolnwood," consisting of one sheet and prepared by Gewalt Hamilton Associates, Inc., with a latest revision date of October 4, 2018, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit B** ("***Preliminary Plat of Subdivision***"), is hereby approved pursuant to Section 8.04(3)(f) of the Zoning Ordinance and Section 16-4-4(E) of the Village Code.

SECTION 3. PRELIMINARY APPROVAL OF PROPOSED PLANNED UNIT DEVELOPMENT. Pursuant to Section 8.05(3)f of the Zoning Ordinance, the Village President and Board of Trustees hereby grant preliminary approval of the proposed planned unit development on the Property. Specifically, the President and Board of Trustees grant preliminary approval of the following documents as the "***Preliminary Development Plan***" for the Proposed Development:

A. The Preliminary Plat of Subdivision;

B. The Preliminary Site Plan, consisting of one sheet and prepared by Gewalt Hamilton Associates, with a latest revision date of October 4, 2018, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit C**;

C. The Existing Conditions/Demolition Plan, consisting of one sheet and prepared by Gewalt Hamilton Associates, with a latest revision date of October 4, 2018, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit D**;

D. The Utility Plan, consisting of one sheet and prepared by Gewalt Hamilton Associates, with a latest revision date of October 4, 2018, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit E**;

E. The Grading Plan, consisting of one sheet and prepared by Gewalt Hamilton Associates, with a latest revision date of October 4, 2018, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit F**; and

F. The Fire Truck and 40-Foot Delivery Truck Movement Exhibits, consisting of two sheets and prepared by Gewalt Hamilton Associates, with a latest revision date of October 4, 2018, copies of which are attached to and, by this reference, made a part of this Resolution as **Exhibit G**;

G. The Photometric Plan, consisting of one sheet and prepared by Gewalt Hamilton Associates, with a latest revision date of October 4, 2018, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit H**;

H. The Lighting Details Plan, consisting of one sheet and prepared by Gewalt Hamilton Associates, with a latest revision date of October 4, 2018, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit I**;

I. The Landscape Plans, consisting of three sheets and prepared by Teska Associates, with a latest revision date of October 4, 2018, copies of which are attached to and, by this reference, made a part of this Resolution as **Exhibit J**;

J. The Floor/Site Plans, consisting of three sheets and prepared by Callison RTKL, with a latest revision date of October 4, 2018, copies of which are attached to and, by this reference, made a part of this Resolution as **Exhibit K**;

K. The Building Elevations, consisting of three sheets and prepared by Callison RTKL, with a latest revision date of October 4, 2018, copies of which are attached to and, by this reference, made a part of this Resolution as **Exhibit L**;

L. The Signage Plans, consisting of six sheets and prepared by Teska Associates and Callison RTKL, with a latest revision date of October 4, 2018, copies of which are attached to and, by this reference, made a part of this Resolution as **Exhibit M**; and

M. The Renderings, consisting of five sheets and prepared by Callison RTKL, with a latest revision date of October 4, 2018, copies of which are attached to and, by this reference, made a part of this Resolution as **Exhibit N**.

SECTION 4. ACKNOWLEDGMENT OF REQUEST FOR ZONING MODIFICATIONS AND VILLAGE CODE VARIATIONS. The President and Board of Trustees hereby acknowledge that the Applicant has requested, and that the proposed planned unit development contemplates, the following modifications from the Zoning Ordinance and the following variations from the Village Code:

A. Modifications from Sections 4.13 and 8.11 of the Zoning Ordinance to increase the maximum height of: (1) the proposed Hotel Building, from 65 feet and five stories to 80 feet and seven stories; and (2) the proposed Mixed-Use Building from 65 feet and five stories to 98 feet and seven stories;

B. Modifications from Sections 4.13 and 8.11 of the Zoning Ordinance to decrease the minimum build-to lines for the Proposed Development, as follows:

1. For the portion of the Mixed-Use Building to be located along Touhy Avenue, from 15 feet to 10 feet two inches; and

2. For the portions of the Hotel Building and the Mixed-Use Building to be located along Lincoln Avenue from five feet to four feet 10 inches;

C. Modifications from Section 8.11 of the Zoning Ordinance to decrease the minimum setbacks from Lincoln Avenue for those portions of the Hotel Building and the Mixed Use Building located above the third story, from 10 feet to zero feet;

D. Modifications from Section 4.13 of the Zoning Ordinance to decrease the minimum floor area per dwelling unit in the Mixed-Use Building, as follows:

1. For the studio dwelling units, from 800 square feet to 550 square feet;

2. For the one-bedroom dwelling units, from 800 square feet to 650 square feet;

3. For the two-bedroom dwelling units, from 1,500 square feet to 1,000 square feet; and

4. For the three-bedroom dwelling units, from 2,000 square feet to 1,350 square feet;

E. A modification from Section 7.10 of the Zoning Ordinance to decrease the minimum number of required off-street parking spaces for the Property, from 951 spaces to 705 spaces;

F. A modification from Section 7.08(2) of the Zoning Ordinance to decrease the dimensions of one loading space for the Hotel Building, from 10 feet by 55 feet to 17 feet by 17 feet;

G. A modification from Section 7.06(6)a of the Zoning Ordinance to decrease the minimum width of the parking aisle serving the six off-street parking spaces to be located adjacent to the loading dock to be provided for the one-story Retail/Commercial Building, from 24 feet to 22.62 feet;

H. A modification from Section 6.04(3)b of the Zoning Ordinance to eliminate the requirement that high-quality materials be used for at least 75 percent of the exterior elevations of the Retail/Commercial Building;

I. A modification from Section 6.04(11) to eliminate the requirement to incorporate a specified architectural treatment for the roof of the Retail/Commercial Building;

J. Modifications from Section 6.14(1) to decrease the minimum width of the perimeter screening area for the off-street parking lots to be constructed on the

Property, along the west and north property lines of the Property, from eight feet to five feet;

K. Modifications from Section 6.15 of the Zoning Ordinance to eliminate the foundation planting requirements for the Proposed Development of the Property;

L. Modifications from Section 4.13 of the Zoning Ordinance to decrease the minimum lot size for the lots to be created on the Property, as depicted on the Preliminary Plat of Subdivision, from two acres to 1.23 acres for the proposed Lot 2 of the Property, and from two acres to 0.79 acres for the proposed Lot 4 of the Property;

M. A modification from Section 8.05 of the Zoning Ordinance to permit the Village Board of Trustees to approve, without consideration by the Plan Commission or a public hearing, revisions to the Final Development Plan that are necessary solely due to a written directive from the Illinois Department of Transportation (***"IDOT"***) to relocate or eliminate the new signalization slightly south of the intersection of Chase Avenue and Lincoln Avenue that is depicted in the Preliminary Development Plan (the ***"New Traffic Signal"***); provided, however, that this modification from Section 8.05 of the Zoning Ordinance will not apply to revisions to the Final Development Plan that: (1) increase the size of any building on the Property; (2) alter the quantity or location of off-street parking spaces on the Property; or (3) decrease the area of the proposed "Village Green" portion of the Proposed Development;

N. A variation from Section 6-5-13 of the Village Code to permit the placement of impervious materials within the parkway portions of the Lincoln Avenue and Touhy Avenue rights-of-way adjacent to the Property, in order to install decorative paving, with street tree cut-outs; and

O. Variations from Section 16-5-2(B) of the Village Code to permit the creation of the proposed Lots 1, 3, and 4 of the Property with more than four sides, as depicted on the Preliminary Plat of Subdivision.

At the time of consideration of a final development plan for the planned unit development and of a final plat of subdivision, the President and Board of Trustees will consider the requested modifications in accordance with, and pursuant to, Section 8.05(4) of the Zoning Ordinance.

SECTION 5. SUBMISSION OF FINAL DEVELOPMENT PLAN AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 8.05(3)g of the Zoning Ordinance and Section 16-4-4(F) of the Village Code, the adoption of this Resolution authorizes the Applicant to submit a final development plan and a final plat of subdivision for the Property to the Plan Commission of the Village.

SECTION 6. EFFECT OF APPROVALS. Pursuant to Section 8.05(3)g of the Zoning Ordinance, the approval of the Preliminary Development Plan for the Property, as set forth in Section 3 of this Resolution, is not to be deemed or interpreted as authorizing or entitling the development or the improvement of the Property in any manner whatsoever unless and until the

President and Board of Trustees approve, by ordinance or resolution duly adopted, as the case may be: (i) a special use permit for a planned unit development and a final development plan for the Property, pursuant to Section 8.05(4)f of the Zoning Ordinance; and (ii) a final plat of subdivision, pursuant to Section 16-4-5(F) of the Village Code. Nothing herein is to be deemed or interpreted as obligating or requiring the President and Board of Trustees to approve a special use permit, final development plan, final plat of subdivision, or the proposed rezoning. Further, the President and Board of Trustees will have no obligation to consider or approve a special use permit for a planned development, final development plan, final plat of subdivision, or proposed rezoning unless and until:

A. The Applicant complies with the applicable procedures for final review and approval of the proposed planned unit development for the Property, as set forth in Sections 8.05(4) and 8.06(4) of the Zoning Ordinance, including, without limitation: (1) submittal of all required final agreements, provisions or covenants which will govern the use, maintenance and continued protection of the Proposed Development of the Property, as required by Section 8.06(4)f of the Zoning Ordinance; and (2) submittal of fiscal impact studies for the Proposed Development;

B. The Applicant submits all required documents comprising the final development plan for the Property, which plan must include, without limitation: (1) a hotel to be developed and operated within the Hotel Building; (2) unique landscape plantings to be provided on either side of the vehicular driveway into the Property from Lincoln Avenue, to be depicted and described in the final landscape plan for the Property; and (3) the provision of bollards located within the "Village Green" portion of the Proposed Development;

C. The Applicant complies with the applicable procedures for review and approval of a final plat of subdivision for the Property, as set forth in Section 16-4-5 of the Village Code; and

D. Submission of evidence that IDOT has granted approval of the conceptual off-site traffic signalization, roadway, and site access improvements to be constructed as part of the Proposed Development of the Property, as depicted in the Preliminary Development Plan.

SECTION 7. CONDITIONS OF APPROVAL. Approval of a final development plan and final plat of subdivision for the Property will be expressly conditioned upon the Applicant entering into a development agreement with the Village, to be prepared by the Village Attorney and subject to the approval of the President and Board of Trustees (***"Development Agreement"***), which Development Agreement will govern and restrict the use and development of the Property, and will contain, at a minimum and without limitation, the following provisions, conditions, and restrictions:

A. Security Improvements.

1. Prior to the issuance of a certificate of occupancy for any portion of the Property, the Applicant must submit a security plan for the Proposed Development, for review and approval by the Chief of Police or his designee.

2. The Applicant must install a high-definition camera surveillance system to monitor all public and exterior areas of the Property, other than the residential portions of the Proposed Development, to the satisfaction of the Chief of Police or his designee.

3. The Applicant must install and maintain blue-light emergency telephones in the off-street parking areas on the Property, in specific locations to be approved in advance by the Chief of Police or his designee.

B. Roadway and Traffic Control Improvements.

1. The Applicant must complete all off-site right-of-way improvements to the Touhy Avenue and Lincoln Avenue rights-of-way, as set forth in the Preliminary Development Plan.

2. The Applicant must complete all other traffic control improvements set forth in the Preliminary Development Plan, including, without limitation: the New Traffic Signal; reconfiguration of vehicular traffic lanes; and adjustment of signalization timing at the intersection of Touhy Avenue and Cicero Avenue, all in coordination with, and subject to the review and approval of, IDOT and the Village.

3. The New Traffic Signal must be installed, and all existing traffic lights and signals on rights-of-way adjacent to the Property must be improved, in a manner that allows manual operation of such lights and signals by a police officer at a control box.

4. As depicted on the Preliminary Plat of Subdivision, the Applicant must dedicate a portion of the Property that abuts the Touhy Avenue right-of-way to IDOT, to be used as additional right-of-way for ingress into the Property for vehicles travelling westbound on Touhy Avenue.

C. Public Safety Improvements.

1. The Applicant must install bi-directional amplifiers in each building to be constructed on the Property for the purpose of supporting the 800 MHz Starcom21 radio system utilized by the Village Fire and Police Departments.

2. All fire alarm systems installed on the Property must be connected to the Village Fire Department dispatch center via the Village's fire alarm radio network. The installation of the fire alarm systems must be coordinated in

advance with the Village Fire Department in order to ensure proper installation of Village radios in connection therewith.

D. Off-Street Parking. All required off-street parking spaces for the Proposed Development must be provided and located on the Property. The adjacent ComEd right-of-way shall not be used for required off-street parking unless and until the Village approves such use strictly in accordance with the off-site parking exception set forth in Section 7.05(2) of the Zoning Ordinance.

E. Signage. The signs depicted in the Preliminary Development Plan have been approved in concept by the Village. However, notwithstanding the depiction of any signs in the Preliminary Development Plan, the conceptual approval of the signs depicted in the Preliminary Development Plan is not to be deemed or interpreted as authorizing or entitling the Applicant to install any signs on the Property except upon approval by the Village of, and compliance by the Applicant with, a Unified Business Center Sign Plan, as provided in Section 11.07(8) of the Zoning Ordinance.

F. Reimbursement of Costs and Expenses. In addition to any other costs, payments, fees, charges, contributions, or dedications required by the Village's codes, ordinances, resolutions, rules, regulations, or by the Development Agreement, the Applicant will pay to the Village, immediately upon presentation a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of the plans for the Proposed Development and in connection with the negotiation, preparation, consideration, and review of the Development Agreement.

SECTION 8. TIME PERIOD FOR SUBMISSION OF FINAL DEVELOPMENT PLAN AND FINAL PLAT OF SUBDIVISION. The final development plan and final plat of subdivision for the Property must be submitted by the Applicant for review and approval by the Village no later than the date that is twelve months after the effective date of this Resolution, in accordance with and pursuant to Section 16-4-4(G) of the Village Code.

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

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

Draft 11/16/18

EXHIBIT A

Legal Description of the Property

LOTS 5, 6, 7, 8, 9 AND 10 IN LINCOLN-TOUHY ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PARTS TAKEN FOR HIGHWAY PURPOSES) IN COOK COUNTY ILLINOIS

Draft 11/16/18

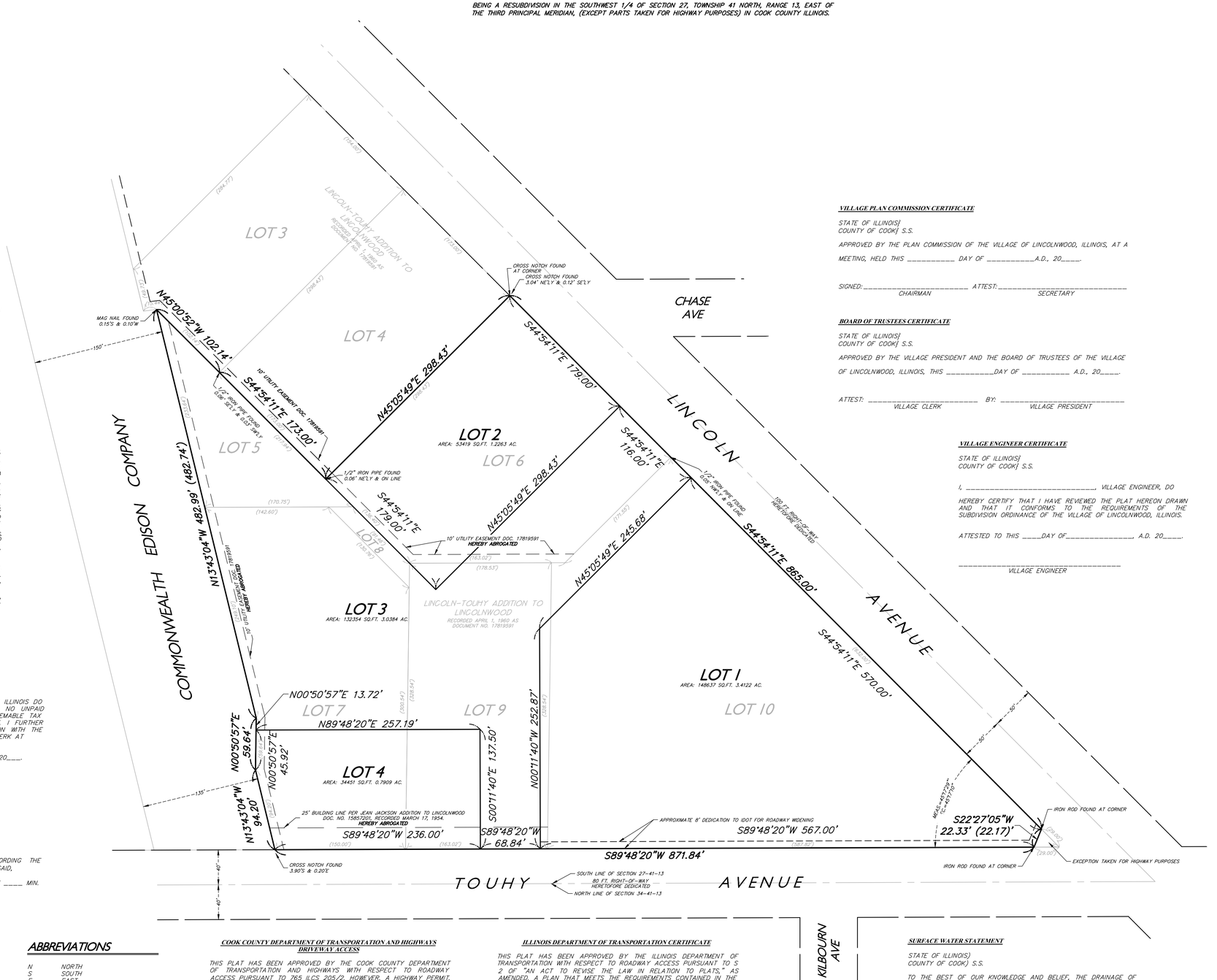
EXHIBIT B

Preliminary Plat of Subdivision

FINAL PLAT OF

LINCOLN-TOUHY SECOND ADDITION TO LINCOLNWOOD

BEING A RESUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PARTS TAKEN FOR HIGHWAY PURPOSES) IN COOK COUNTY ILLINOIS.

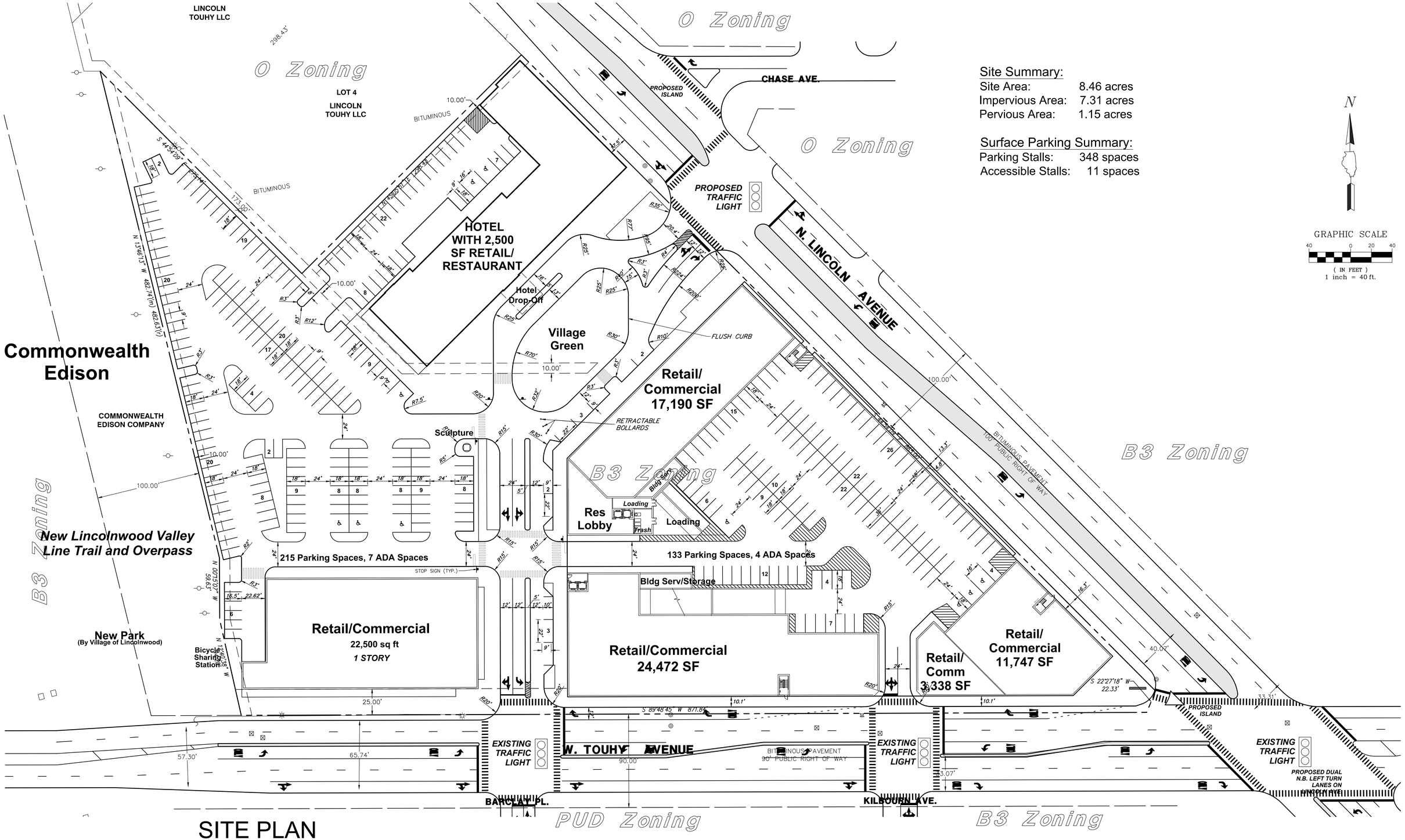

LOT 1
AREA: 148637 SQ.FT. 3.4122 AC.
LOT 2
AREA: 53419 SQ.FT. 1.2263 AC.
LOT 3
AREA: 132354 SQ.FT. 3.0384 AC.
LOT 4
AREA: 34451 SQ.FT. 0.7909 AC.
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LINCOLN-TOUHY ADDITION TO LINCOLNWOOD
RECORDED APRIL 1, 1960 AS DOCUMENT NO. 17819591
HEREBY ABROGATED
CHASE AVE
LINCOLN AVENUE
COMMONWEALTH EDISON COMPANY
TOUHY AVENUE
KILBOURN AVE
CROSS NOTCH FOUND AT CORNER
CROSS NOTCH FOUND 3.04' NE'LY & 0.12' SE'LY
MAG NAIL FOUND 0.15'S & 0.10'W
1/2" IRON PIPE FOUND 0.06' NE'LY & 0.03' SW'LY
1/2" IRON PIPE FOUND 0.05' NW'LY & ON LINE
N45°00'52"W 102.14'
S44°54'11"E 173.00'
N45°05'49"E 298.43'
S44°54'11"E 179.00'
S44°54'11"E 116.00'
N45°05'49"E 298.43'
S44°54'11"E 179.00'
N45°05'49"E 245.68'
S44°54'11"E 865.00'
N13°43'04"W 482.99' (482.74')
10' UTILITY EASEMENT DOC. 17819591 HEREBY ABROGATED
10' UTILITY EASEMENT DOC. 17819591 HEREBY ABROGATED
N00°50'57"E 13.72'
N89°48'20"E 257.19'
N00°50'57"E 59.64'
N00°50'57"E 45.92'
N13°43'04"W 94.20'
N00°11'40"W 252.87'
S00°11'40"E 137.50'
S89°48'20"W 236.00'
S89°48'20"W 68.84'
S89°48'20"W 567.00'
S89°48'20"W 871.84'
S44°54'11"E 570.00'
S22°27'05"W 22.33' (22.17')
MEAS 45°17'29" CALC 45°17'10"
25' BUILDING LINE PER JEAN JACKSON ADDITION TO LINCOLNWOOD DOC. NO. 15857201, RECORDED MARCH 17, 1954. HEREBY ABROGATED
APPROXIMATE 8' DEDICATION TO IDOT FOR ROADWAY WIDENING
CROSS NOTCH FOUND 3.90'S & 0.20'E
IRON ROD FOUND AT CORNER
IRON ROD FOUND AT CORNER
EXCEPTION TAKEN FOR HIGHWAY PURPOSES
SOUTH LINE OF SECTION 27-41-13
80 FT. RIGHT-OF-WAY HERETOFORE DEDICATED
NORTH LINE OF SECTION 34-41-13
100 FT. RIGHT-OF-WAY HERETOFORE DEDICATED
(184.17')
(184.00')
(288.43')
(170.75')
(142.60')
(178.53')
(183.02')
(178.53')
(171.82')
(163.02')
(158.00')
(163.02')
(581.82')
(200.54')
(328.54')
(328.54')
(159.00')
(159.00')
(159.00

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EXHIBIT C

Preliminary Site Plan

Return to VB Agenda



Site Summary:

Site Area:	8.46 acres
Impervious Area:	7.31 acres
Pervious Area:	1.15 acres

Surface Parking Summary:

Parking Stalls:	348 spaces
Accessible Stalls:	11 spaces

N

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.

SITE PLAN

TUCKER DEVELOPMENT
CALLISONRTKL

PRELIMINARY PUD SUBMITTAL

OCTOBER 4, 2018

DISTRICT 1860
4430 Touhy Avenue
Lincolnwood, IL

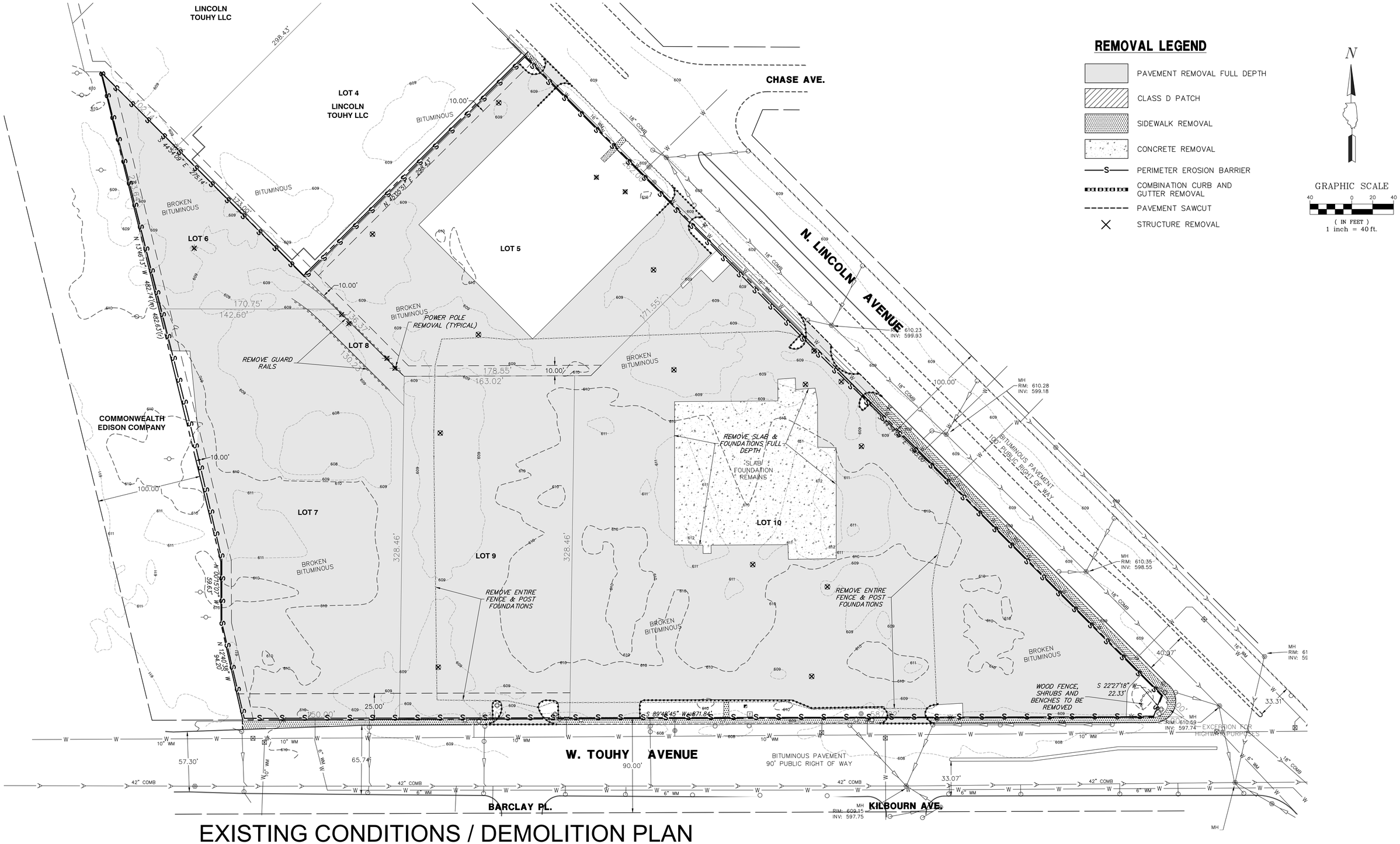
CONSULTANTS
GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ▪ Vernon Hills, IL 60061
Tel 847.478.9700 ▪ Fax 847.478.9701

Draft 11/16/18

EXHIBIT D

Existing Condition/Demolition Plan

Return to VB Agenda



REMOVAL LEGEND

- PAVEMENT REMOVAL FULL DEPTH
- CLASS D PATCH
- SIDEWALK REMOVAL
- CONCRETE REMOVAL
- PERIMETER EROSION BARRIER
- COMBINATION CURB AND GUTTER REMOVAL
- PAVEMENT SAWCUT
- STRUCTURE REMOVAL

N

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.

EXISTING CONDITIONS / DEMOLITION PLAN

VILLAGE of LINCOLNWOOD ILLINOIS

TUCKER DEVELOPMENT
CALLISONRTKL

PRELIMINARY PUD SUBMITTAL

OCTOBER 4, 2018

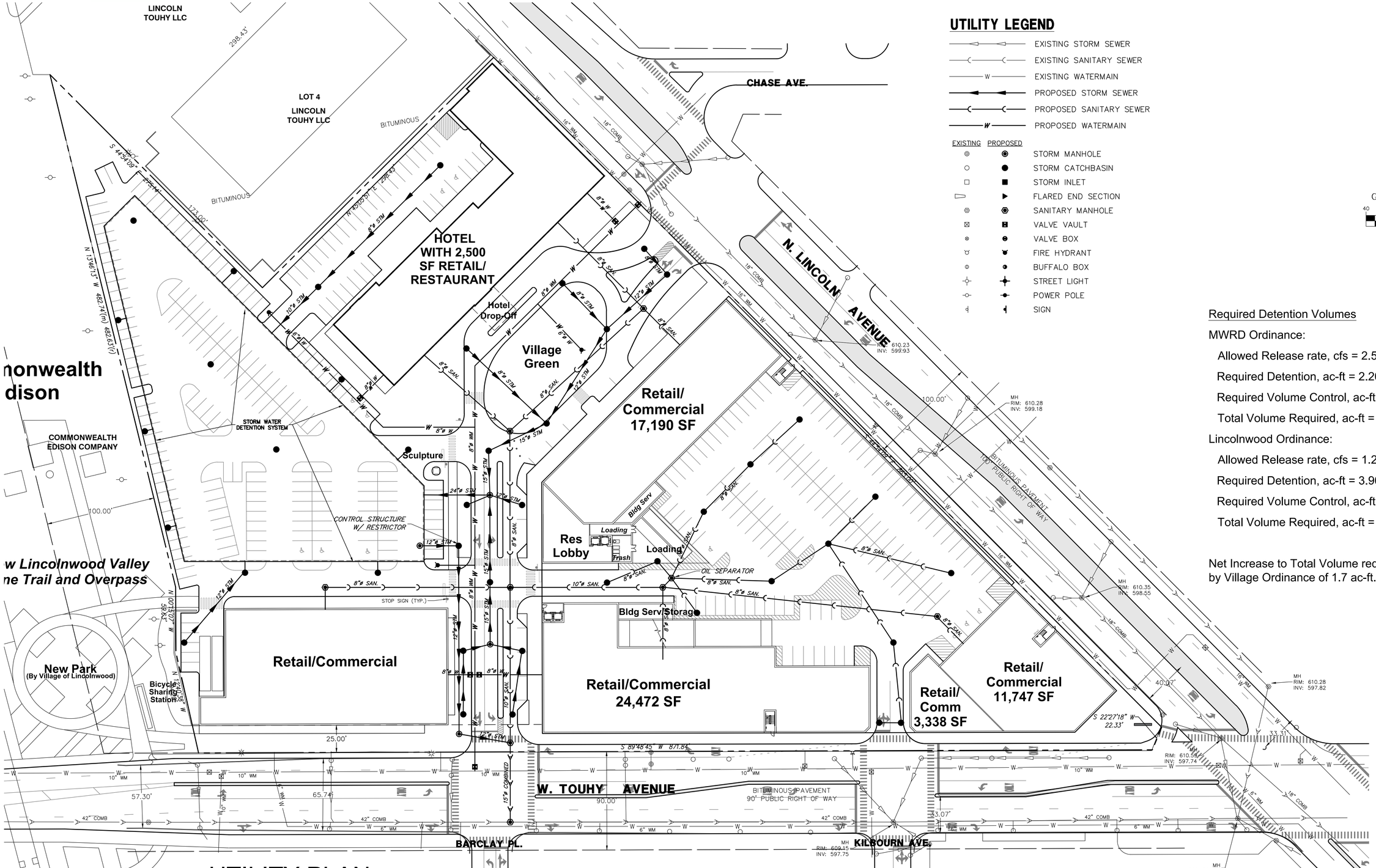
DISTRICT 1860
4430 Touhy Avenue
Lincolnwood, IL

CONSULTANTS
GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ▪ Vernon Hills, IL 60061
TEL 847.478.9700 ▪ FAX 847.478.9701

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EXHIBIT E

Utility Plan



UTILITY LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

EXISTING	PROPOSED	
◎	◉	STORM MANHOLE
○	●	STORM CATCHBASIN
□	■	STORM INLET
▱	▶	FLARED END SECTION
◎	◉	SANITARY MANHOLE
⊠	■	VALVE VAULT
⊗	●	VALVE BOX
♉	♉	FIRE HYDRANT
⊕	●	BUFFALO BOX
☼	✦	STREET LIGHT
○	●	POWER POLE
⊣	⊣	SIGN

N

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.

Required Detention Volumes

MWRD Ordinance:

- Allowed Release rate, cfs = 2.54
- Required Detention, ac-ft = 2.20
- Required Volume Control, ac-ft =0.61
- Total Volume Required, ac-ft = 2.81

Lincolnwood Ordinance:

- Allowed Release rate, cfs = 1.27
- Required Detention, ac-ft = 3.90
- Required Volume Control, ac-ft =0.61
- Total Volume Required, ac-ft = 4.51

Net Increase to Total Volume required by Village Ordinance of 1.7 ac-ft.

UTILITY PLAN

TUCKER DEVELOPMENT
CALLISONRTKL

PRELIMINARY PUD SUBMITTAL

OCTOBER 4, 2018

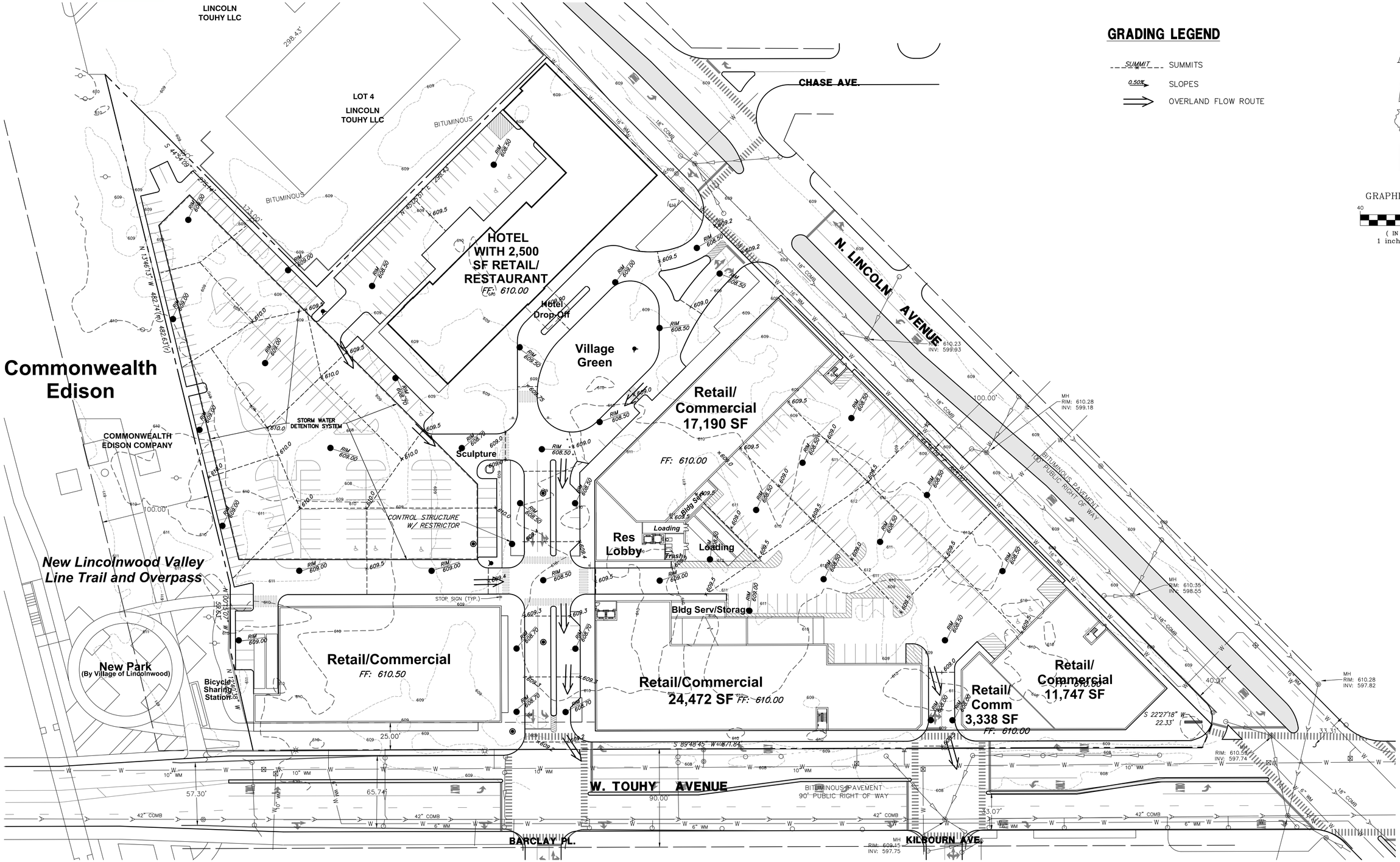
DISTRICT 1860
4430 Touhy Avenue
Lincolnwood, IL

CONSULTANTS
GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ▪ Vernon Hills, IL. 60061
TEL 847.478.9700 ▪ FAX 847.478.9701

EXHIBIT F

Grading Plan

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GRADING LEGEND

- SUMMIT — SUMMITS
- 0.50% — SLOPES
- OVERLAND FLOW ROUTE

N

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.

GRADING PLAN

TUCKER DEVELOPMENT
CALLISONRTKL

PRELIMINARY PUD SUBMITTAL

OCTOBER 4, 2018

DISTRICT 1860
4430 Touhy Avenue
Lincolnwood, IL

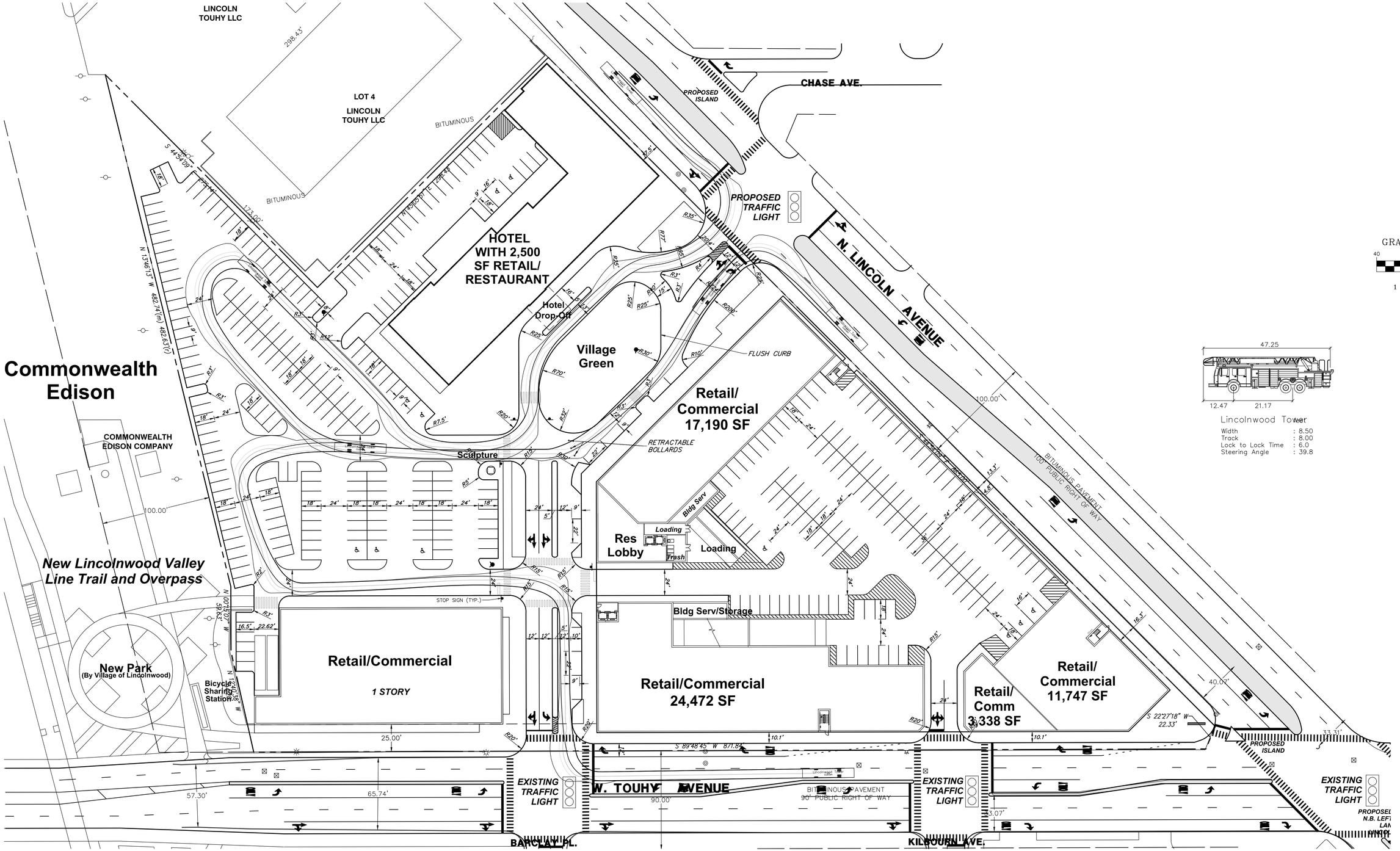
CONSULTANTS
GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ▪ Vernon Hills, IL 60061
TEL 847.478.9700 ▪ FAX 847.478.9701

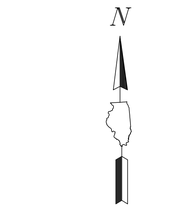
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EXHIBIT G

Fire Truck and 40-Foot Delivery Truck Movement Exhibit

Return to VB Agenda





Lincolnwood Tower

Width	: 8.50
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 39.8

FIRE TRUCK MOVEMENT EXHIBIT

PRELIMINARY PUD SUBMITTAL

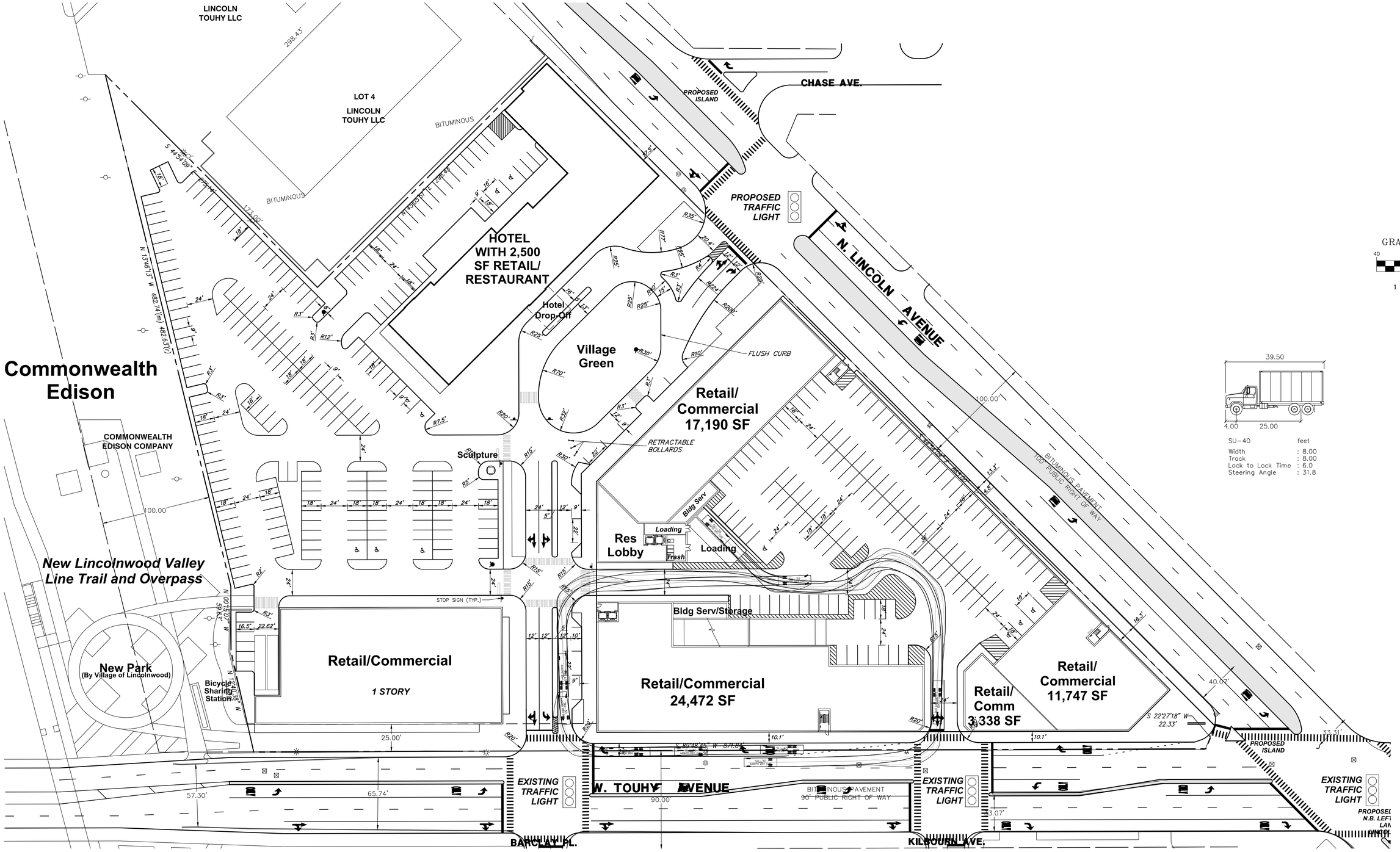
OCTOBER 4, 2018

DISTRICT 1860
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Lincolnwood, IL

TUCKER DEVELOPMENT
CALLISONRTKL

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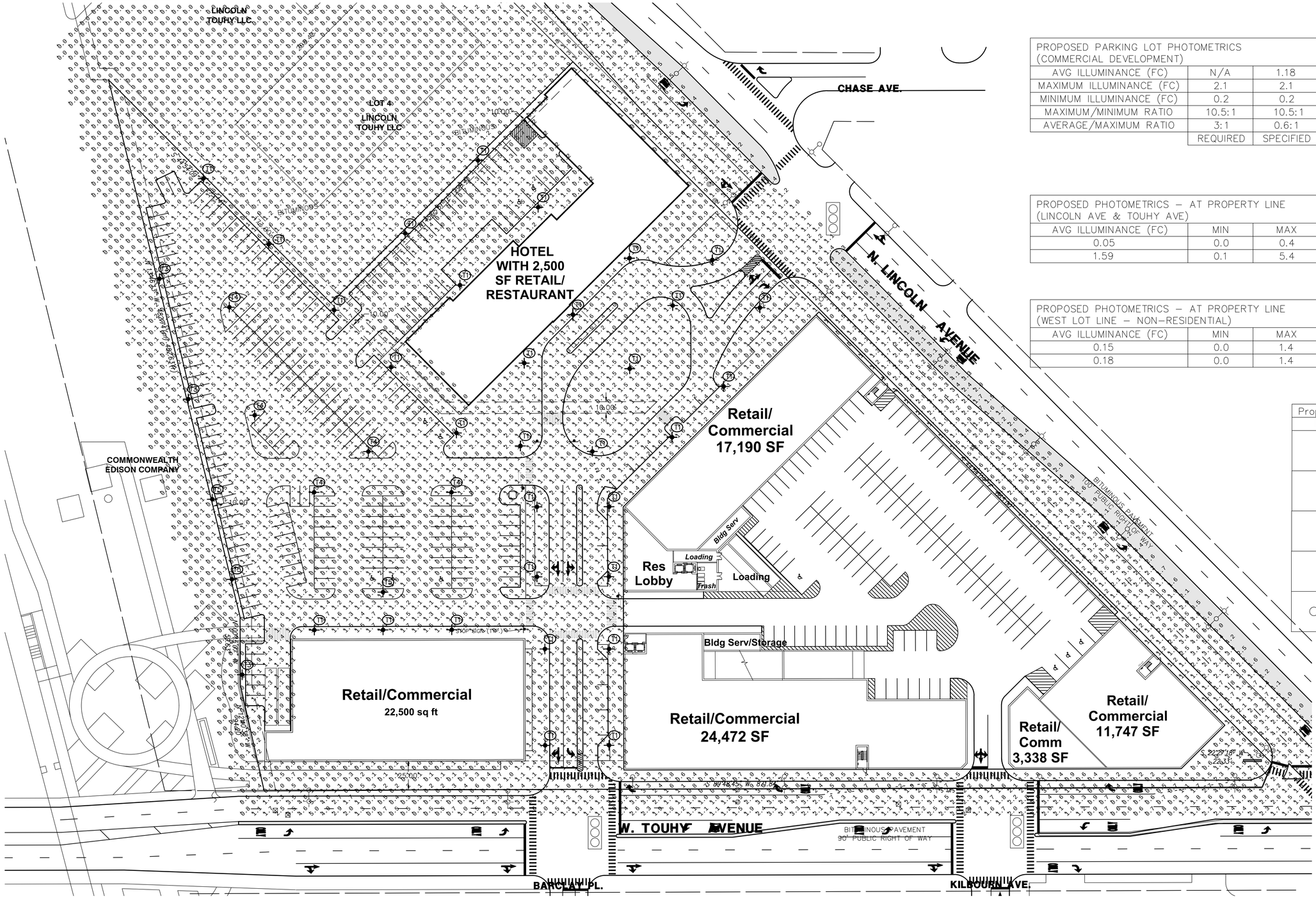


40' DELIVERY TRUCK MOVEMENT EXHIBIT

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EXHIBIT H

Photometric Plan



PROPOSED PARKING LOT PHOTOMETRICS (COMMERCIAL DEVELOPMENT)			
AVG ILLUMINANCE (FC)	N/A	1.18	1.19
MAXIMUM ILLUMINANCE (FC)	2.1	2.1	2.1
MINIMUM ILLUMINANCE (FC)	0.2	0.2	0.2
MAXIMUM/MINIMUM RATIO	10.5:1	10.5:1	10.5:1
AVERAGE/MAXIMUM RATIO	3:1	0.6:1	0.6:1
	REQUIRED	SPECIFIED	WITH STREET LIGHTS

PROPOSED PHOTOMETRICS – AT PROPERTY LINE (LINCOLN AVE & TOUHY AVE)			
AVG ILLUMINANCE (FC)	MIN	MAX	
0.05	0.0	0.4	
1.59	0.1	5.4	WITH STREET LIGHTS

PROPOSED PHOTOMETRICS – AT PROPERTY LINE (WEST LOT LINE – NON-RESIDENTIAL)			
AVG ILLUMINANCE (FC)	MIN	MAX	
0.15	0.0	1.4	
0.18	0.0	1.4	WITH STREET LIGHTS

N

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.

Proposed Lighting Schedule	
Label	Manufacturer & Model Specifics
T1	Cooper Lighting – Mesa Series 7 LED LightBar, 40K, Type V (Extra Wide). 14–Ft. M.H.
T3	Cooper Lighting – Vision Site Series 7 LED LightBar (F3), 40K, Type SL3 with House Side Shield. 24–Ft. M.H.
T4	Cooper Lighting – Vision Site Series 7 LED LightBar (F3), 40K, Type 5XQ (Square Extra Wide). 24–Ft. M.H.
T5	Cooper Lighting – Vision Site Series 7 LED LightBar (F3), 40K, Type SL4 with House Side Shield. 24–Ft. M.H.
	Village Street Light Philips Lumec–RX2 LEDGINE 30–Ft. M.H.

NOTE:
1. THE CALCULATION GRID SHOWN AND PHOTOMETRIC VALUES WITH STREET LIGHTS INCLUDES THE EXISTING, RELOCATED, AND FUTURE ROADWAY LIGHT POLES ALONG TOUHY AVE AND LINCOLN AVE.

PHOTOMETRIC CALCULATIONS ARE MADE USING THE PROPOSED SPECIFICATIONS IN AGI–32 LIGHTING ANALYSTS SOFTWARE. CALCULATIONS ARE BASED ON PUBLISHED DATA, UTILIZING THE MANUFACTURERS IES FILES FOR THE PROPOSED LUMINAIRES. ACTUAL ILLUMINANCE VALUES WILL VARY DEPENDING ON MECHANICAL AND ENVIRONMENTAL CONDITIONS. SHOWN ARE THE AVERAGE AT GRADE HORIZONTAL ILLUMINANCE (FC).

PHOTOMETRIC PLAN

TUCKER DEVELOPMENT
CALLISONRTKL

PRELIMINARY PUD SUBMITTAL

OCTOBER 4, 2018

DISTRICT 1860
4430 Touhy Avenue
Lincolnwood, IL

CONSULTANTS
GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ▪ Vernon Hills, IL 60061
TEL 847.478.9700 ▪ FAX 847.478.9701

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EXHIBIT I

Lighting Details Plan

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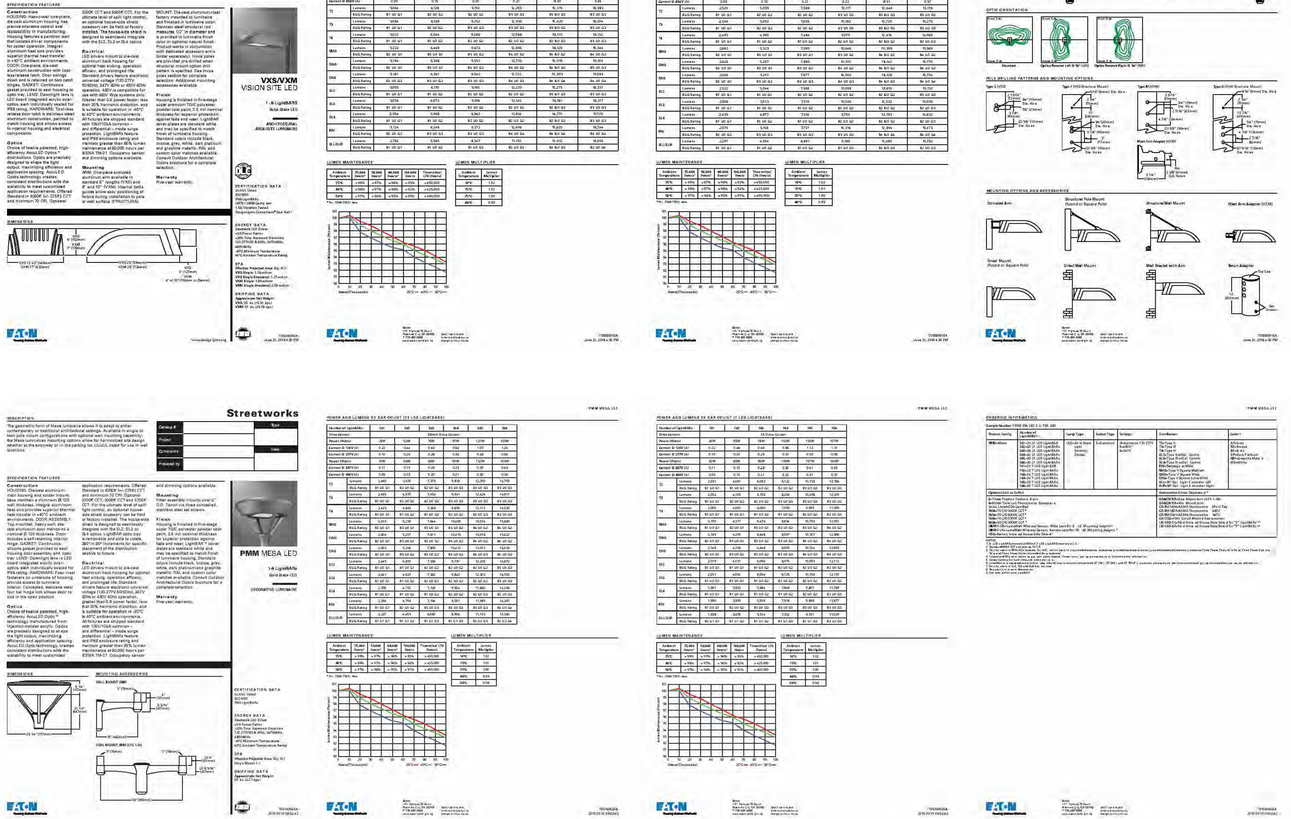
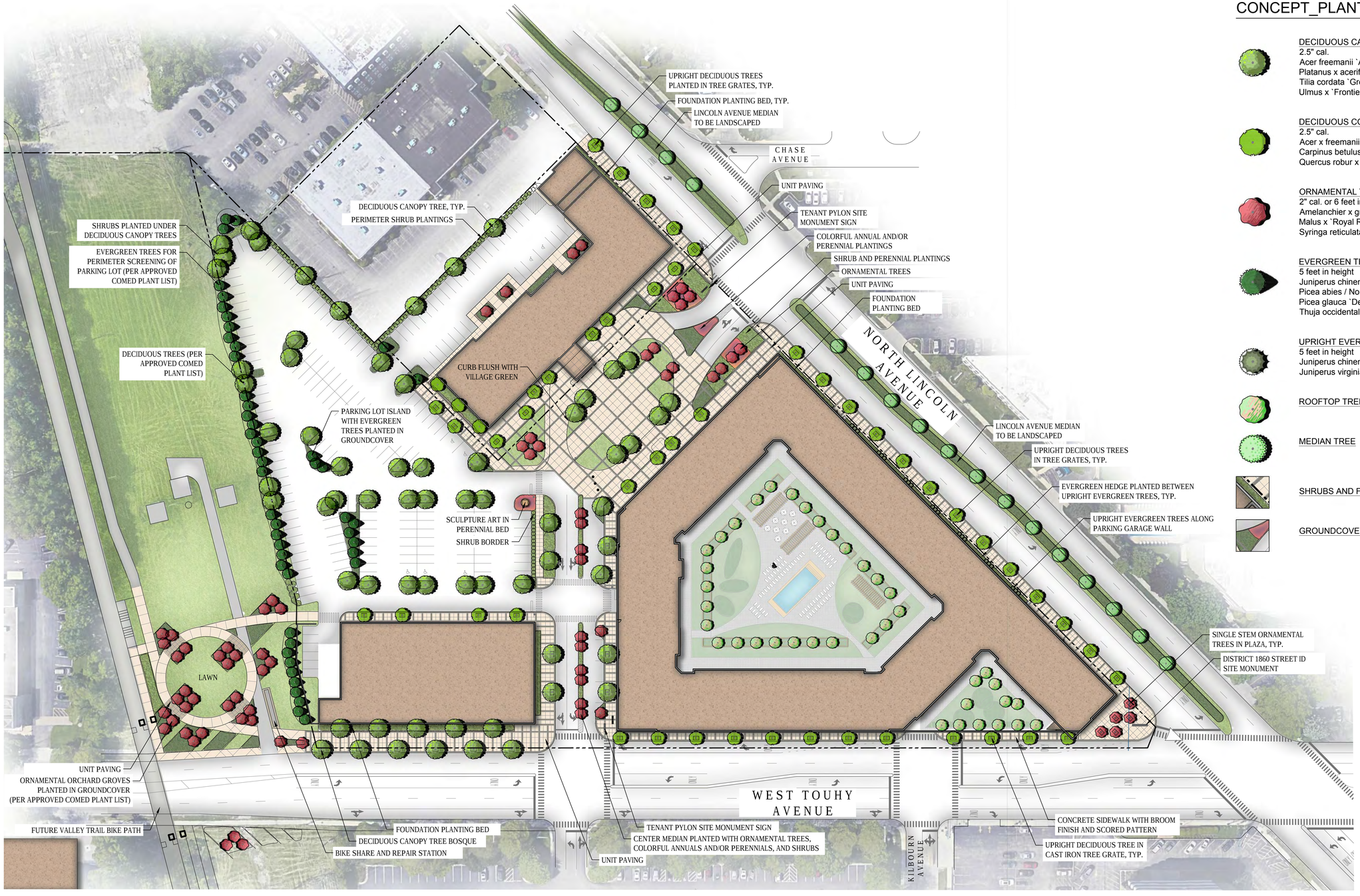


EXHIBIT J

Landscape Plans



CONCEPT_PLANT_SCHEDULE

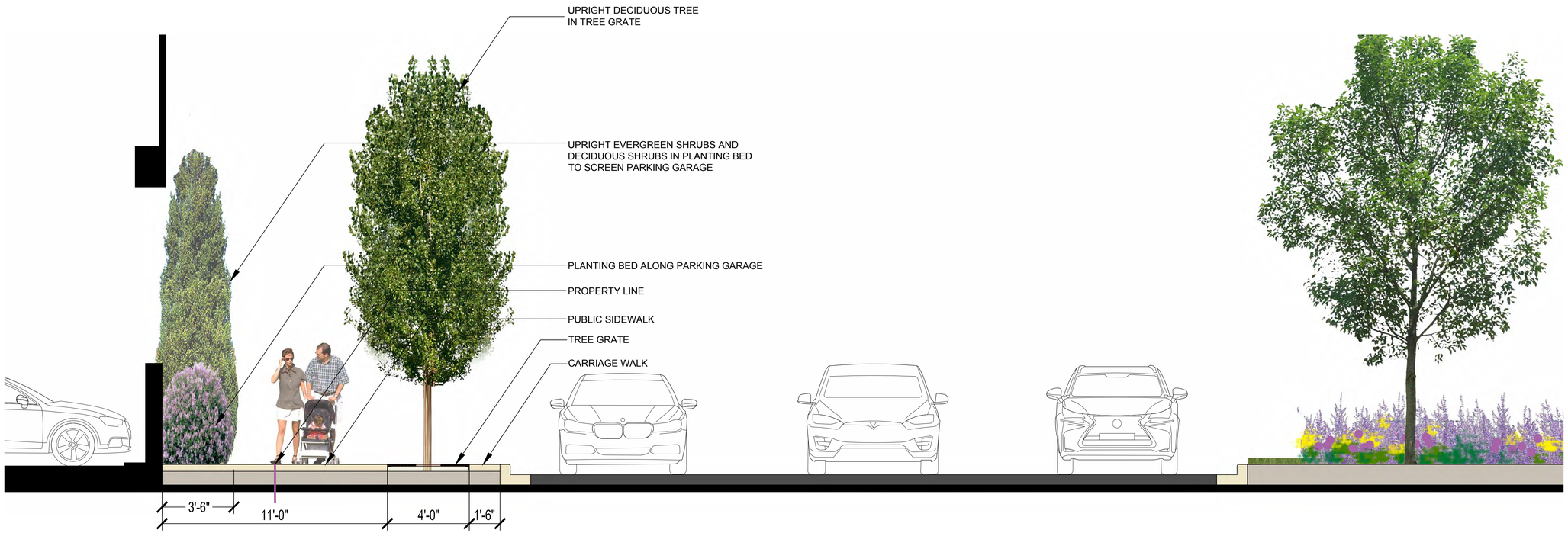
	DECIDUOUS CANOPY TREE 2.5" cal. Acer freemanii `Autumn Blaze` / Autumn Blaze Maple Platanus x acerifolia `Exclamation` TM / Exclamation London Plane Tree Tilia cordata `Greenspire` / Greenspire Littleleaf Linden Ulmus x `Frontier` / American Elm	66
	DECIDUOUS COLUMNAR TREE 2.5" cal. Acer x freemanii `Armstrong` / Armstrong Freeman Maple Carpinus betulus `Fastigiata` / Pyramidal European Hornbean Quercus robur x alba `Crimson Spire` / Crimson Spire Oak	51
	ORNAMENTAL TREE 2" cal. or 6 feet in height multi-stem Amelanchier x grandiflora `Forest Prince` / Serviceberry Malus x `Royal Raindrops` / Royal Raindrops Crabapple Syringa reticulata `Ivory Silk` / Ivory Silk Japanese Tree Lilac	72
	EVERGREEN TREE 5 feet in height Juniperus chinensis `Mountbatten` / Chinese Juniper Picea abies / Norway Spruce Picea glauca `Densata` / Black Hills Spruce Thuja occidentalis `Green Giant` / Green Giant Arborvitae	48
	UPRIGHT EVERGREEN TREE 5 feet in height Juniperus chinensis `Spartan` / Spartan Juniper Juniperus virginiana `Skyrocket` / Skyrocket Juniper	21
	ROOFTOP TREES	
	MEDIAN TREE	
	SHRUBS AND FOUNDATION PLANTINGS	
	GROUNDCOVERS/PERENNIALS/ANNUALS	

HARDSCAPE ELEMENTS

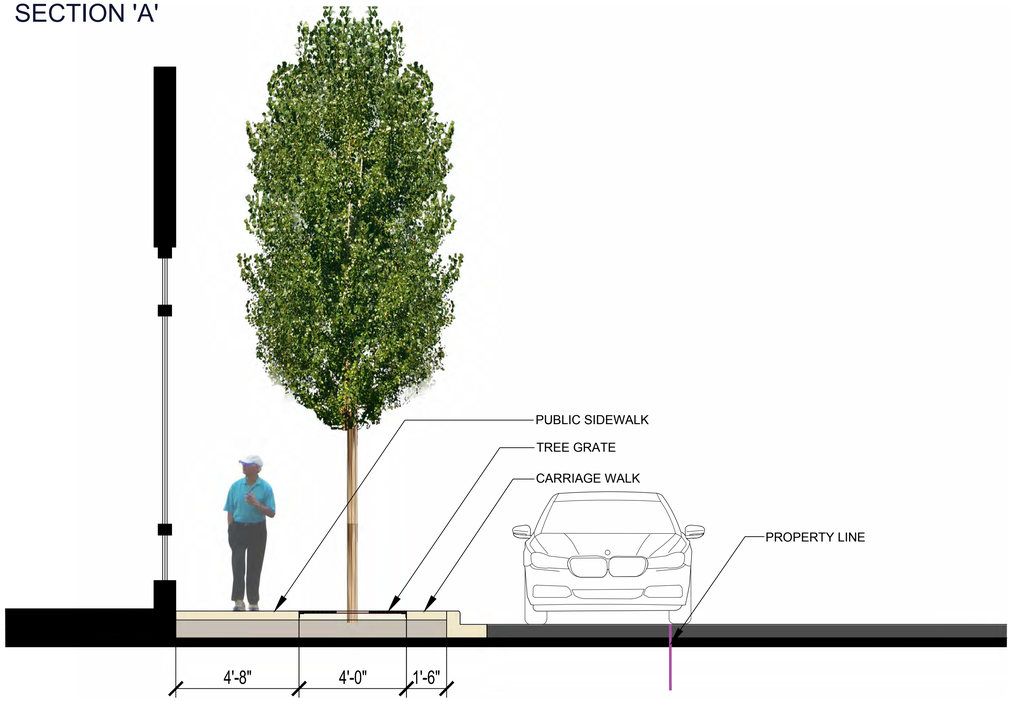
- 4' X 6' SQUARE CAST IRON TREE GRATE
- BROOM FINISH CONCRETE WITH SCORED PATTERN
- SIGN STRUCTURES TO MATCH ARCHITECTURE

25' 0' 50' 100' N

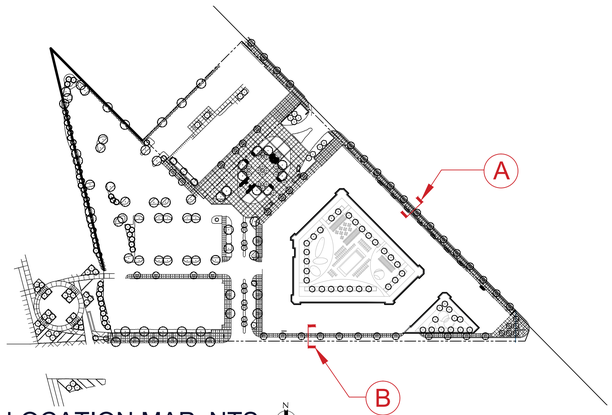
LANDSCAPE PLAN



SECTION 'A'



SECTION 'B'



LOCATION MAP, NTS

TYPICAL STREET SECTIONS

0 1 2 3 4 5 10

Return to VB Agenda



NORTHEAST ELEVATION (LINCOLN AVE.)

NORTH EAST ELEVATIONS (LINCOLN AVE.)

10' 0' 20' 40'

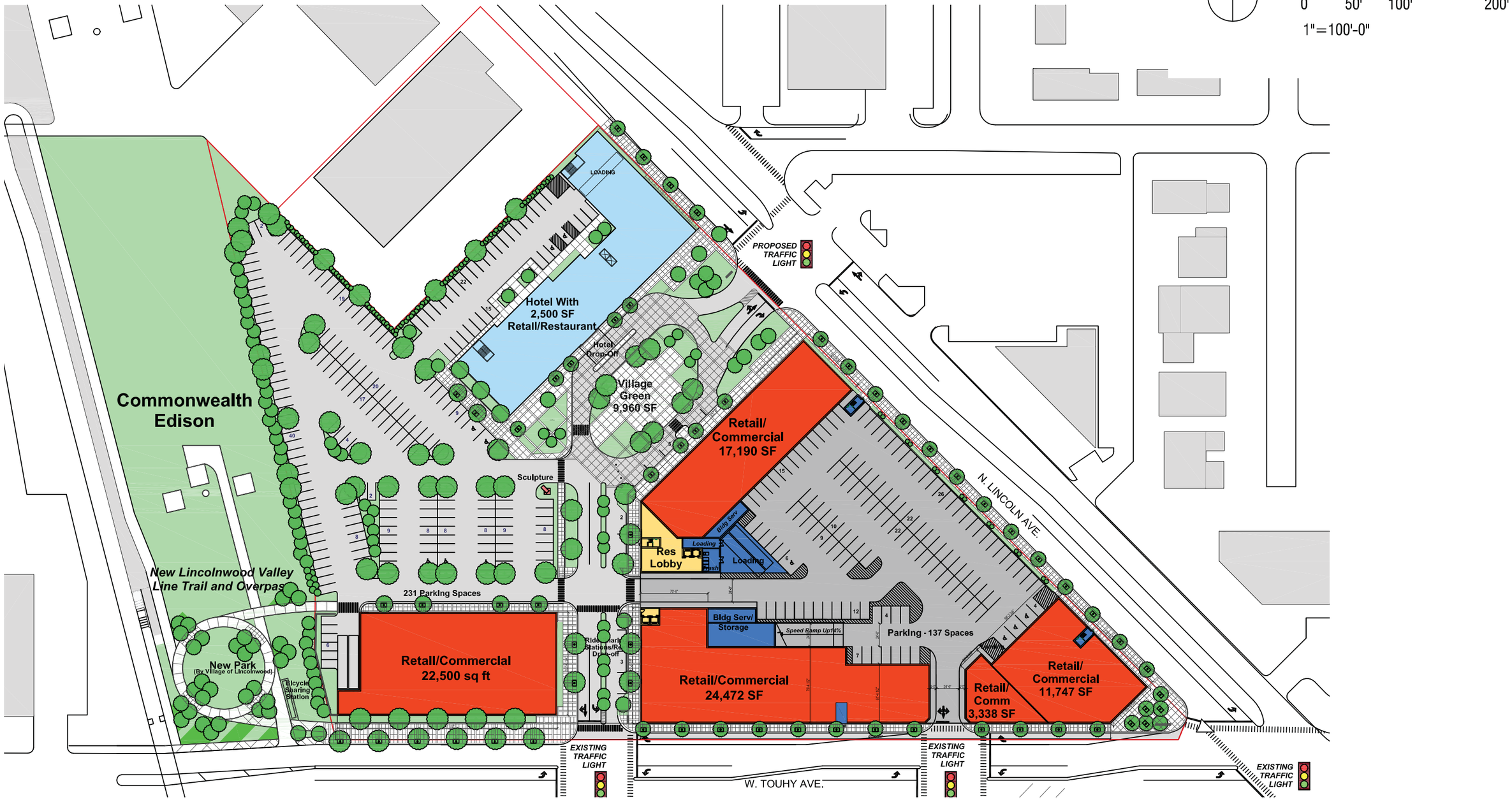
MIXED-USE ELEVATION

EXHIBIT K

Floor/Site Plans

Return to VB Agenda

First Floor Plan



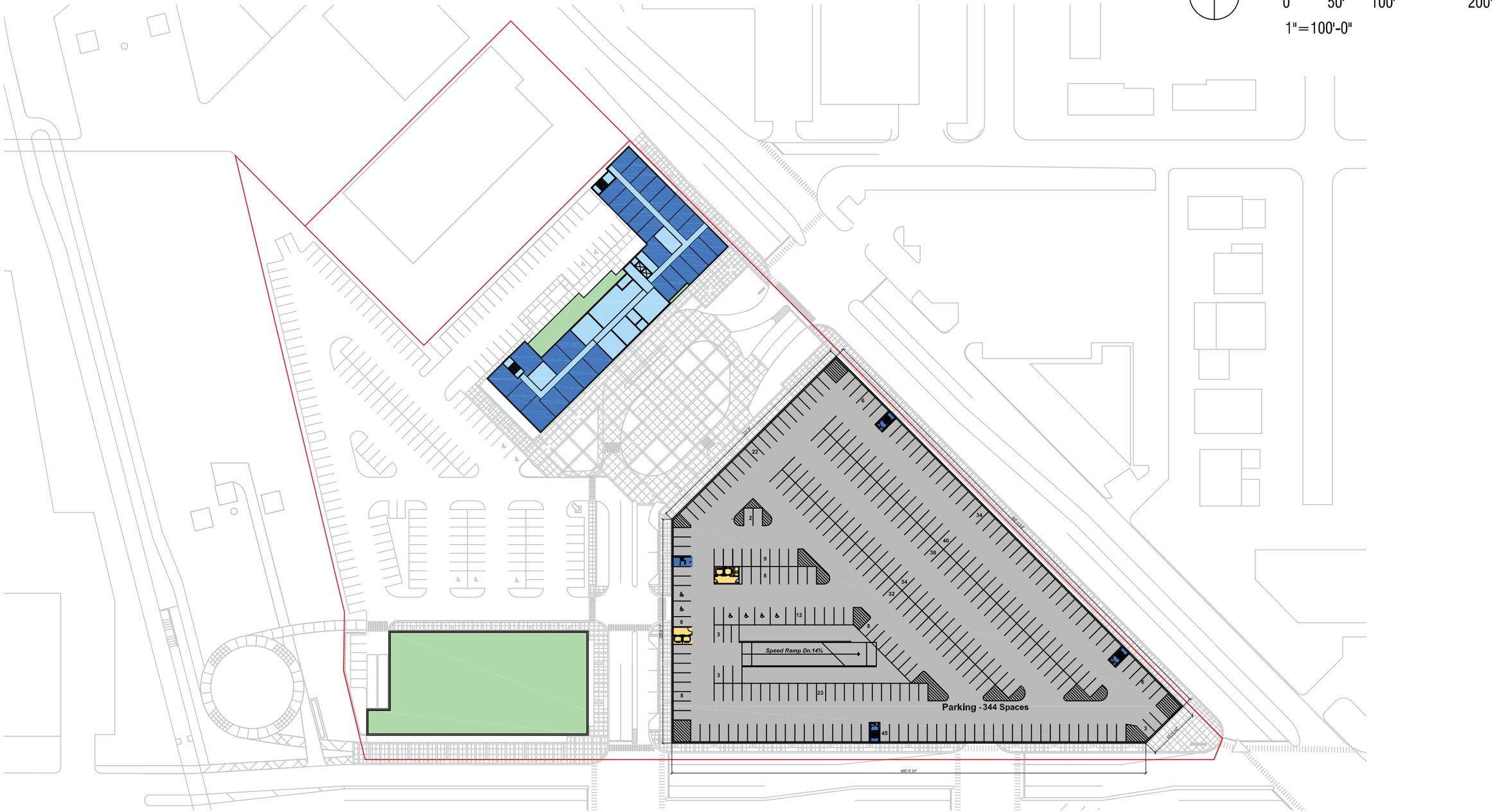
CALLISONRTKL

TUCKER DEVELOPMENT

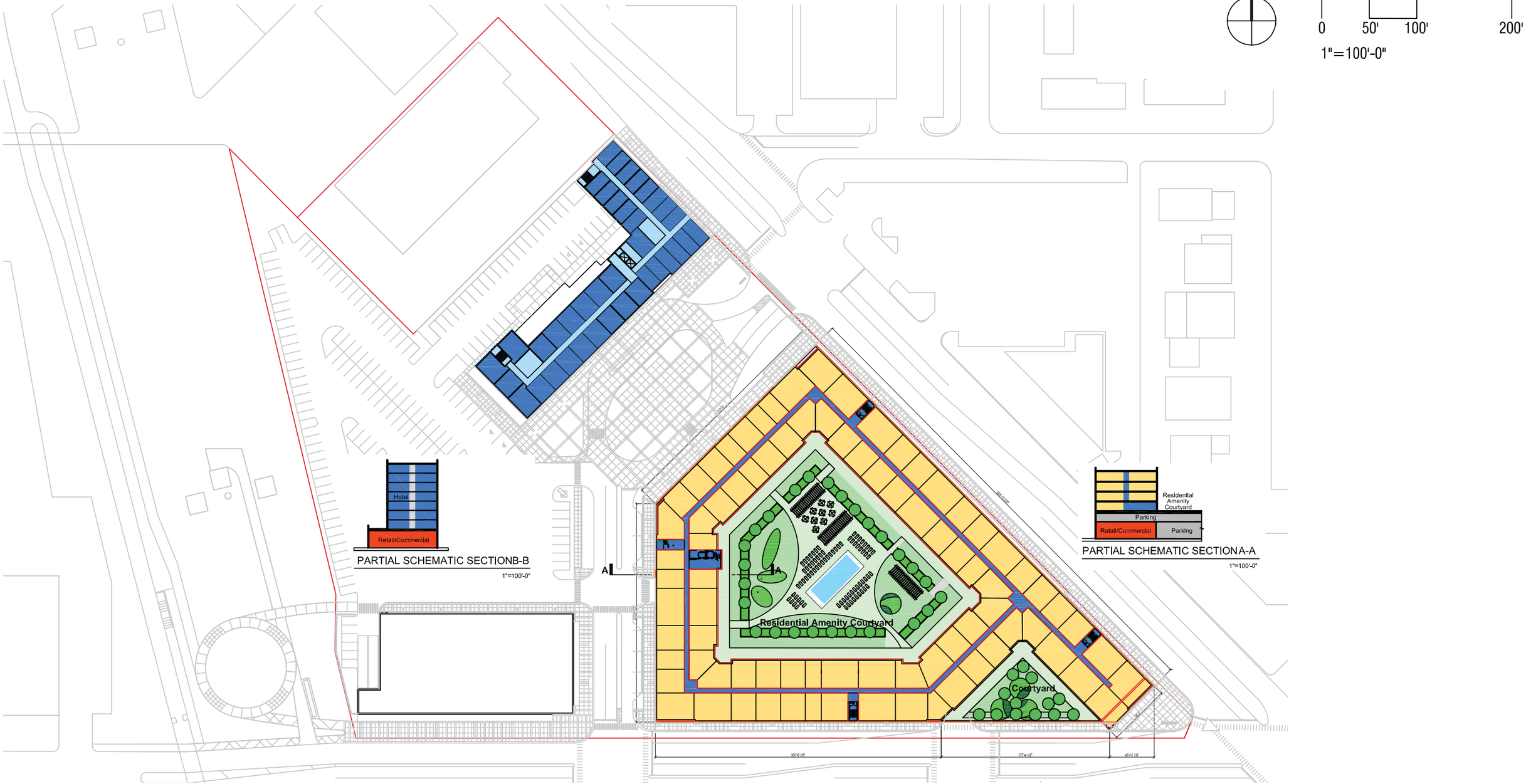
PRELIMINARY PUD SUBMITTAL
10 04 2018

DISTRICT 1860
4430 Touhy Avenue
Lincolnwood, IL

Second Floor Plan



Typical Floor Plan



CALLISONRTKL

TUCKER DEVELOPMENT

PRELIMINARY PUD SUBMITTAL
10 04 2018

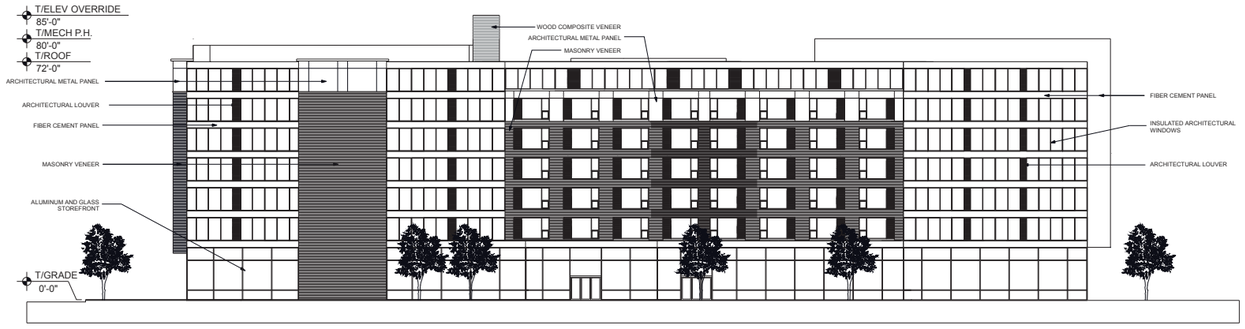
DISTRICT 1860
4430 Touhy Avenue
Lincolnwood, IL

EXHIBIT L

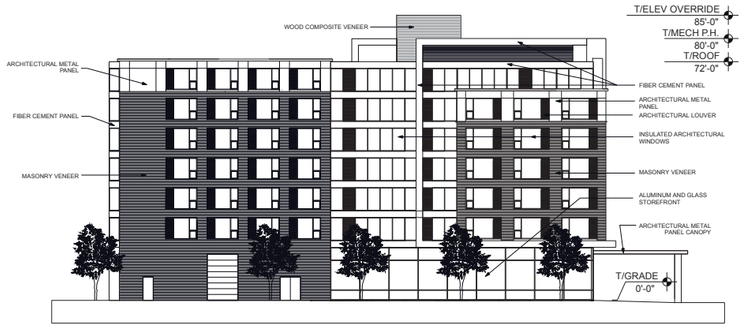
Building Elevations

Return to VB Agenda

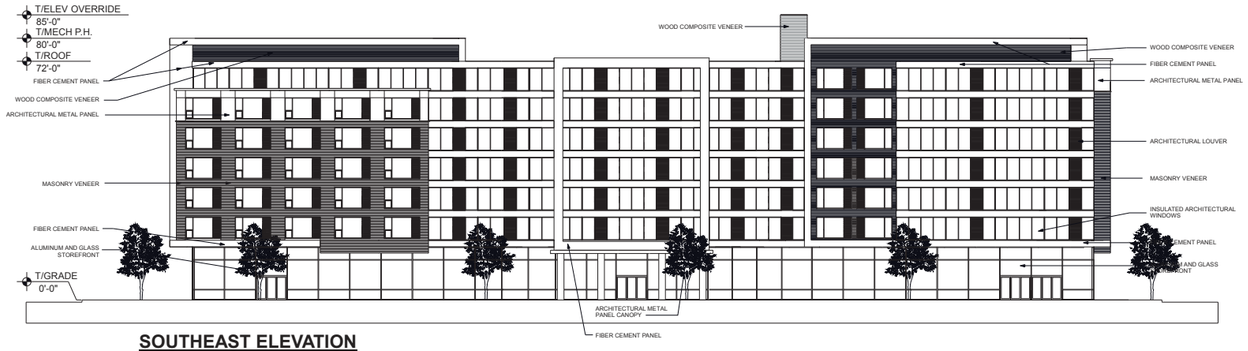
Mixed Use Building Elevations



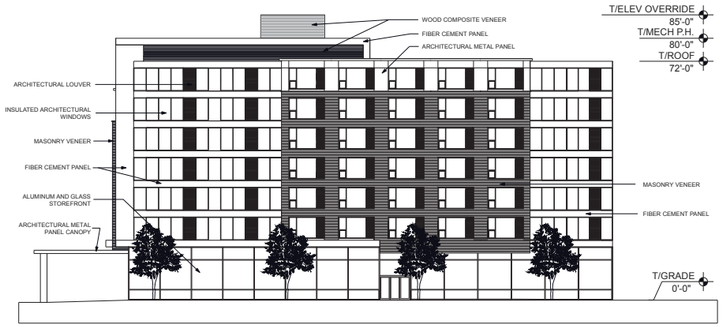
NORTHWEST ELEVATION



SOUTHWEST ELEVATION



SOUTHEAST ELEVATION

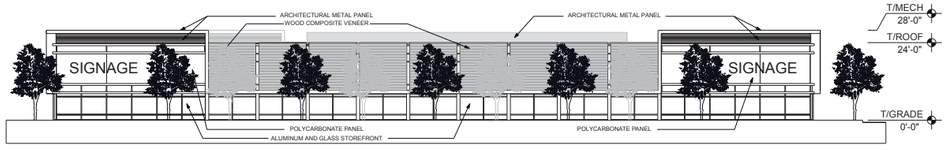


NORTHEAST ELEVATION

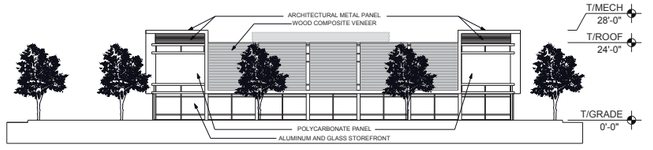
HOTEL BUILDING ELEVATIONS

1" = 40'-0"

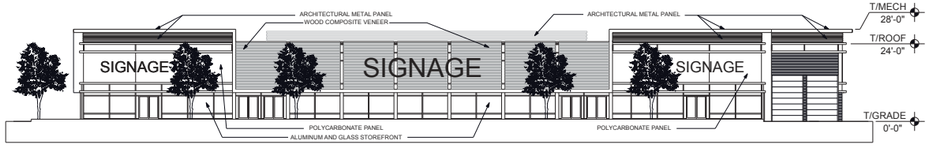
0 5 15 30 60



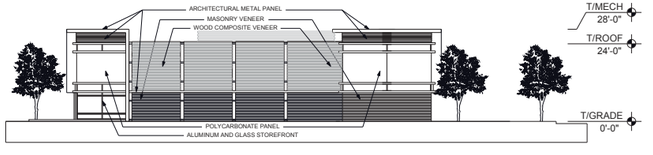
SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

1" = 40'-0"

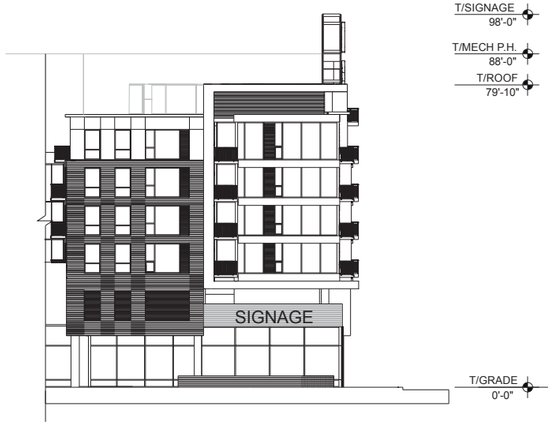
0 5 15 30 60

Return to VB Agenda

Mixed Use Building Elevations

1" = 40'-0"

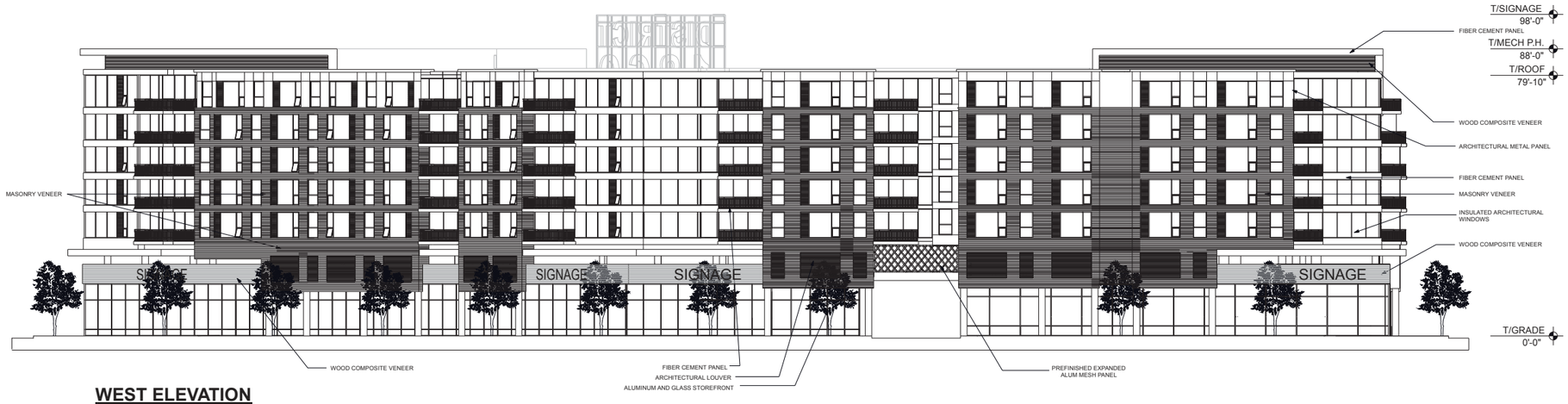
0 5 15 30 60



PARTIAL SOUTHEAST ELEVATION



SOUTH ELEVATION (TOUHY AVE.)

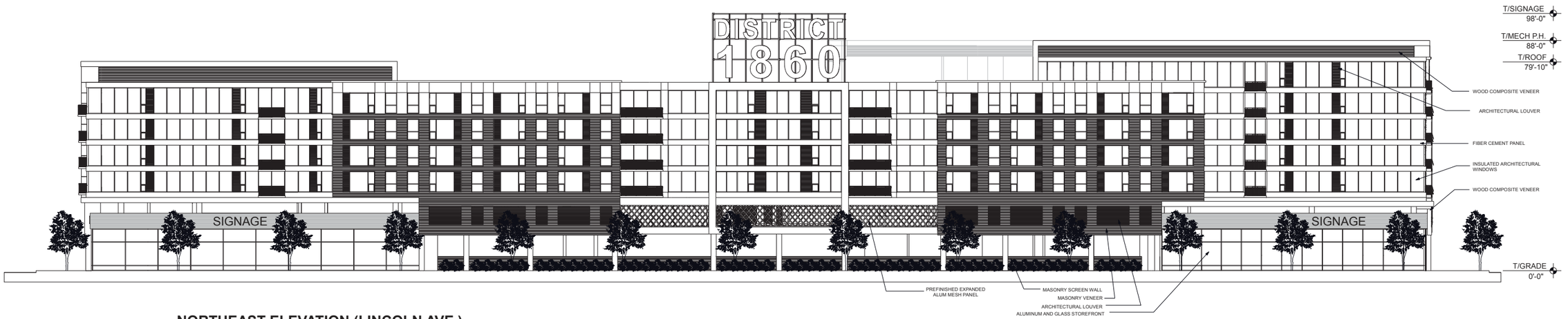


WEST ELEVATION

Mixed Use Building Elevations



NORTHWEST ELEVATION (VILLAGE GREEN)



NORTHEAST ELEVATION (LINCOLN AVE.)

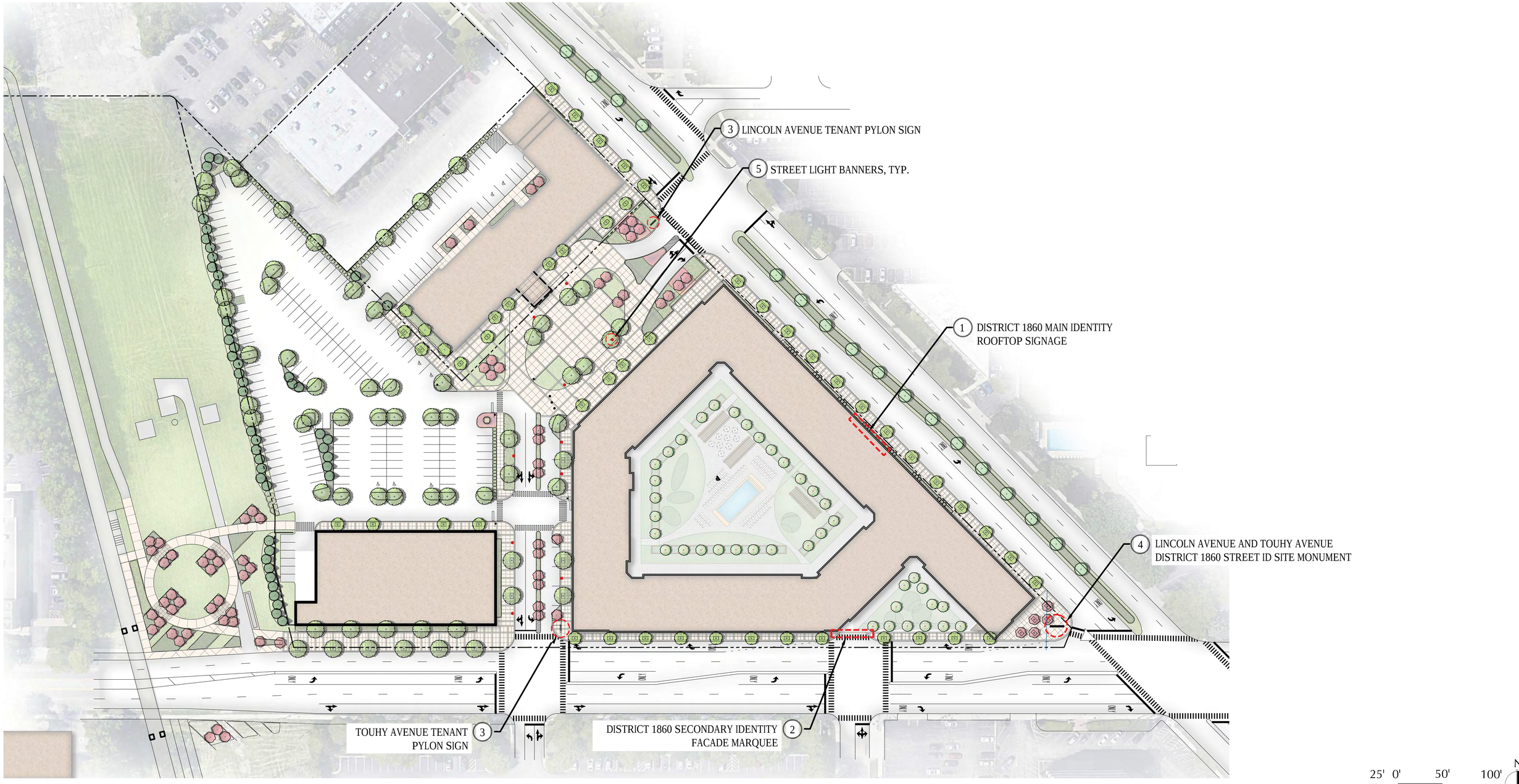
1" = 40'-0"

0 5 15 30 60

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EXHIBIT M

Signage Plans



SIGNAGE PLAN

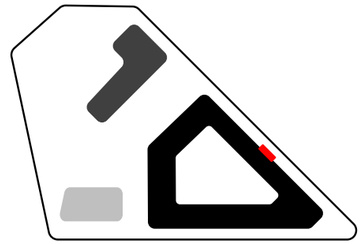
Main Identity

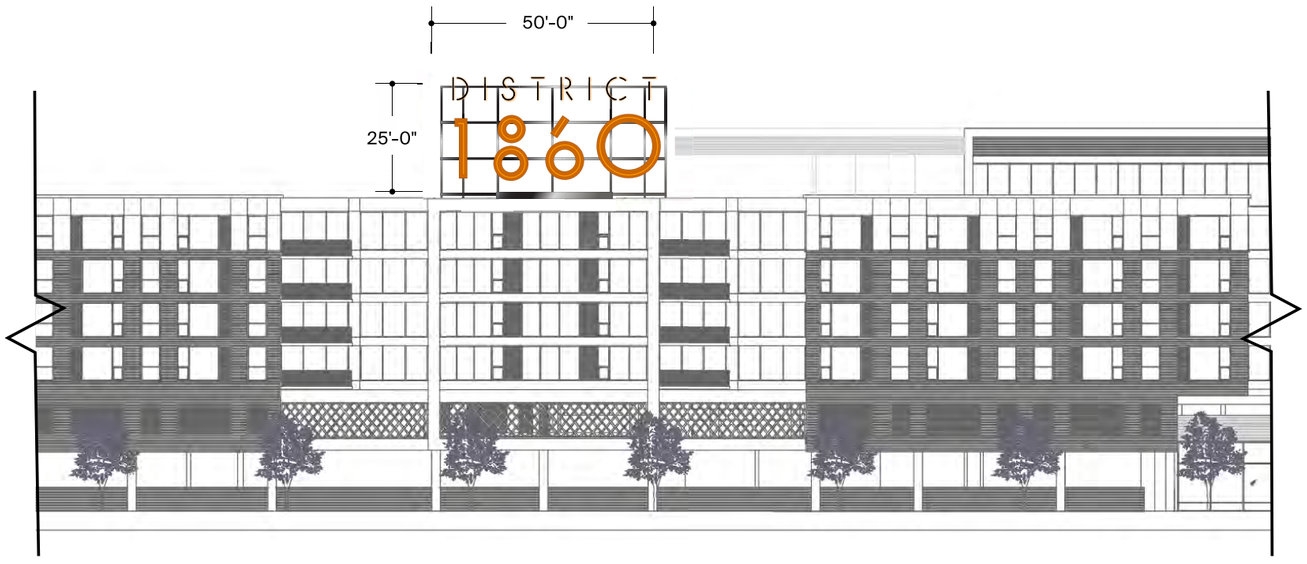
NOTES

Steel cage with dimensional internally
Illuminated aluminum channel lettering featuring dark
returns and an orange LED acrylic panel at it's face.

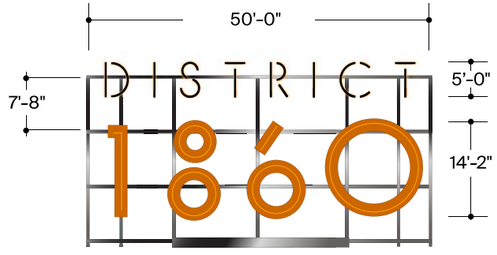
Width of steel cage elements to be determined
in consultation with signage fabricator to ensure all elements
meet necessary structural specifications.

LOCATION





1 Primary Site Monument - Elevation
NTS



2 Primary Site Monument - Detail
1 " = 10 '

Secondary Identity

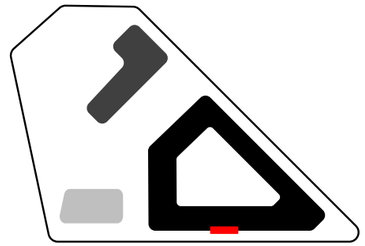


1 Facade Marquee - Detail
NTS



1 Facade Marquee - Elevation
NTS

LOCATION



NOTES

Curved mesh offset panel with facbricated letters adhered to surface.

Dimensional LED back lit metal lettering.

Expanded mesh facade to match finishing of street identity signage.

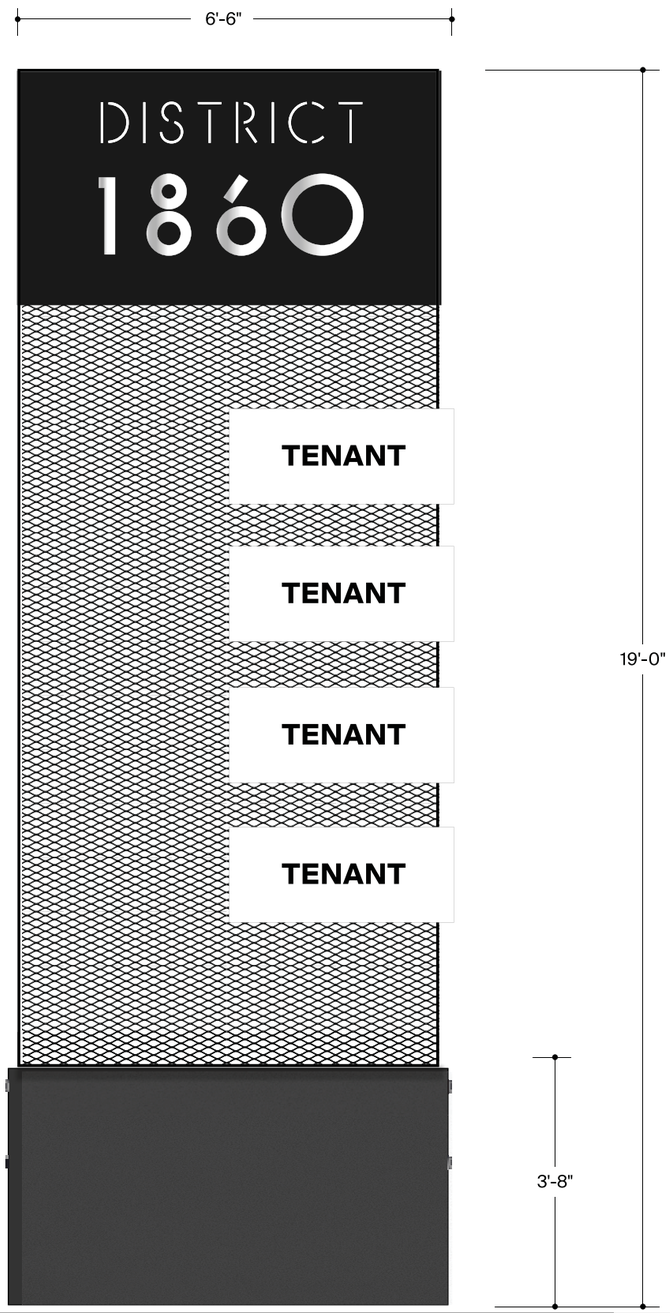
Accompanied by dark lettering metal lettering with LED lights adhered to backside.

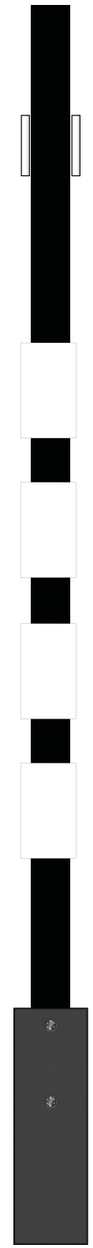
Tenent Pylon

NOTES

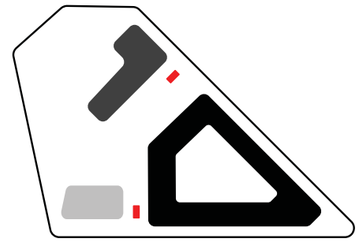
Two-sided Primary Pylon Identity with illuminated returns.

Aluminum dimensional tenant signage with laser cut text.





LOCATION





Street ID

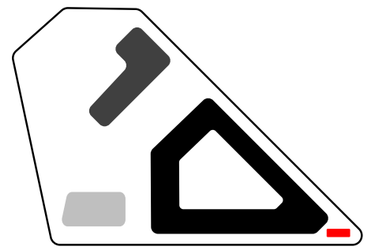
NOTES

Two-sided Primary Monument Identity
with illuminated returns

Internally illuminated aluminum channel
letters with dark painted returns.

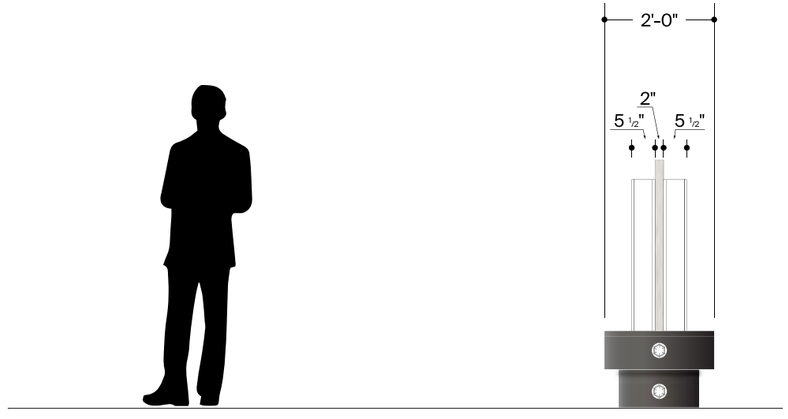
Letters to be side-lit with painted aluminum face.

LOCATION



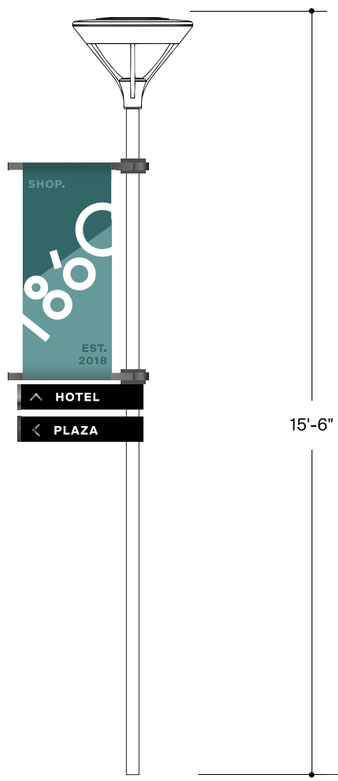


1 Street ID - Elevation
Scale: 3/8" = 0.5'

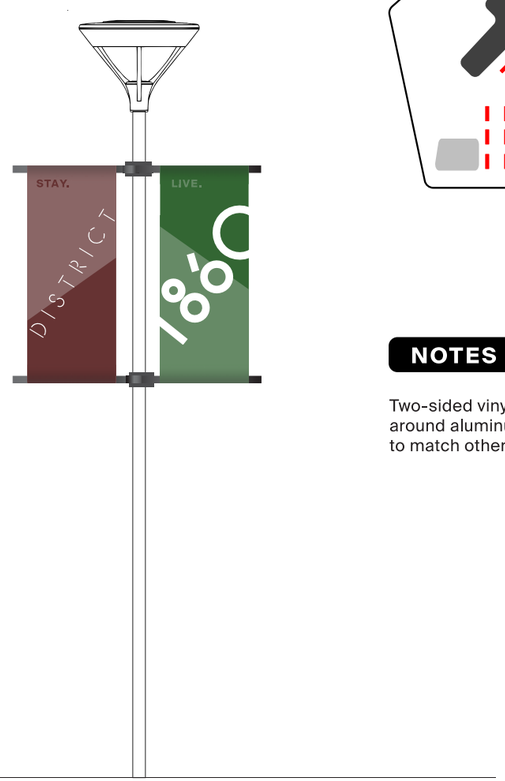


1 Street ID - Side View
Scale: 3/8" = 0.5'

Street Lamp Banners

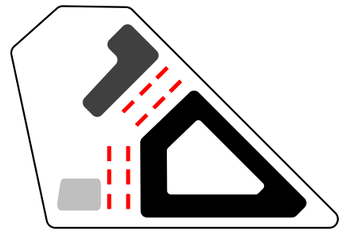


1 Banner Directional ID - Side View
Scale: 3/8" = 0.5'



2 Banner Site ID - Side View
Scale: 3/8" = 0.5'

LOCATION



NOTES

Two-sided vinyl printed banners wrapped around aluminum finished posts -- finishing to match other signage.

EXHIBIT N

Renderings

Return to VB Agenda

Rendering



Rendering


DISTRICT 1860
RETAIL
RETAIL
RETAIL
RETAIL
FASHION CLOTHES
FASHION CLOTHES
CLOTHES

Return to VB Agenda

Rendering



Rendering



Rendering



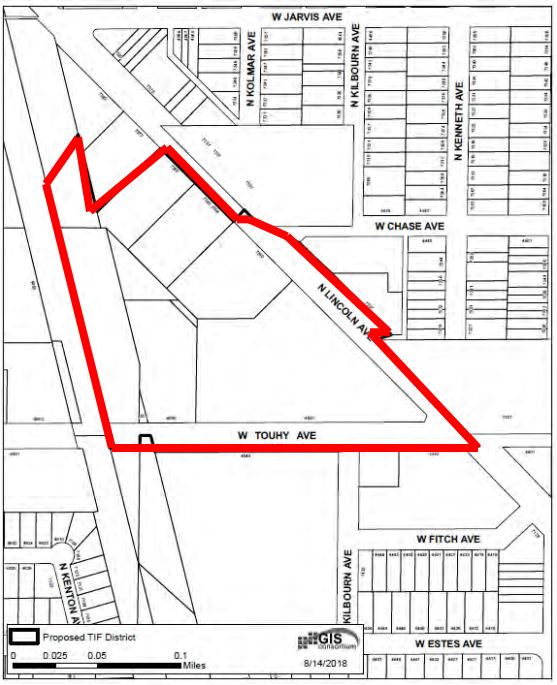
Request For Board Action

REFERRED TO BOARD: November 20, 2018 **AGENDA ITEM NO: 6**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Public Hearing Regarding the Establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project

SUMMARY AND BACKGROUND OF SUBJECT MATTER:



Background

The Village created the Lincoln-Touhy Tax Increment Financing (TIF) District on February 11, 2011. The purpose of the TIF District was to provide the Village with certain powers, as well as a financing method, to help carry out redevelopment activities in the designated area. The TIF District included an area generally located at the northwest, southwest, and southeast corners of Lincoln and Touhy Avenues. The TIF Boundary was expanded in 2014 to include parcels of land north and west of the 2011 boundary. A Redevelopment Plan for the TIF was prepared, consistent with state law, which provided the framework for future Village actions over the next 23 years (the approved time frame of the TIF). In the seven years since that approval, there has been a significant decline in Equalized Assessed Valuation (EAV) in the TIF.

After considering the decline in EAV, and the long-term financial health of the Lincoln-Touhy TIF, the Village Board determined that it was appropriate to consider terminating the existing TIF and starting a new North Lincoln TIF, with certain substantive changes in the geographic boundaries and in the Redevelopment Plan. At the June 19, 2018 meeting, the Village Board authorized an Agreement with Kane, McKenna and Associates, Inc. (KMA) to prepare a new Eligibility Study for a new Lincoln-Touhy Redevelopment Area. After reviewing the KMA finding that the area remained eligible for TIF designation, the Village Board discussed and agreed upon an alteration to the proposed TIF District boundaries, to remove the three parcels south of Touhy Avenue, effectively moving the southern boundary of the TIF to the Touhy Avenue right-of-way. The Village Board subsequently authorized the Public Hearing date to be set and the Joint Review Board (JRB) to convene to consider the proposed TIF District, with this revised boundary.

TIF Joint Review Board (JRB) Recommendation
The JRB met on October 31, 2018 (continued from an initial meeting on October 10, 2018, at which there was no discussion). At that October 31, 2018 meeting, the JRB reviewed the TIF Plan and TIF Eligibility Criteria. State Statutes on TIF Designation require the JRB to make a non-binding recommendation to the Village Board within 30 days after convening. Since the JRB meeting was deemed to have started on October 10, 2018, a recommendation was due by November 9, 2018. If there is no recommendation within the 30-day window, State Statute presumes that the taxing districts find the area satisfies the eligibility criteria. School District 219 expressed its concern regarding the fate of an existing Intergovernmental Agreement between the Village and School Districts 74 and 219. After some discussion, there was a motion and second to recommend approval of the Redevelopment Plan and Project for the North Lincoln Redevelopment Project Area. The JRB approved, by a vote of 4-2 with one abstention, the attached Resolution recommending approval of the Redevelopment Plan and Project for the North Lincoln Redevelopment Project Area (see attached Resolution for the voting breakdown by taxing district).

Public Hearing
The Tuesday November 20, 2018 Public Hearing has been noticed in the Lincolnwood Review and notification provided to all property taxpayers within the proposed TIF District boundary, as well as those properties that fall outside the boundary but within 750 feet of it. The Public Hearing presents the opportunity for any interested person or affected taxing district to make written comment (either in advance or at the meeting) or be heard orally at this meeting. The Village will also summarize the required public notification that was undertaken and any written comments submitted, as well as provide a report of the Joint Review Board's recommendation, and an overview and summary of the proposed TIF Plan.

Next Steps
If any minor changes are to be made in the Redevelopment Plan, as a result of comments and discussion at the Public Hearing, notices of such changes must be sent to taxing districts and published in a local newspaper at least ten days prior to TIF Ordinance adoption. Major changes (e.g., change in boundary or TIF budget, etc.) would require the entire TIF process to start over again. However, if the Redevelopment Plan is not significantly changed as a result of the Public Hearing, the Village Board may, no earlier than 14 days after the Public Hearing, consider the following three Ordinances (drafts of which are attached):

- Ordinance Approving a Tax Increment Redevelopment Plan and Project for the North Lincoln Redevelopment Project Area;
- Ordinance Designating the North Lincoln Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act; or
- Ordinance Adopting Tax Increment Allocation Financing for the North Lincoln Redevelopment Project Area.

These draft Ordinances are attached for the Village Board's review at Tuesday, November 20, 2018 meeting. No action will be taken on these Ordinances at that meeting.

The TIF may be approved no earlier than the December 4, 2018 Village Board meeting and no later than February 18, 2019 (90 days from the Public Hearing). Currently, it is anticipated the proposed TIF Ordinances will be brought before the Village Board for approval on December 18, 2018 or January 2, 2019, in conjunction with approval of a Redevelopment Agreement with Tucker Development Group for the District 1860 project.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Joint Review Board Resolution
2. Draft TIF Ordinances
3. October 31, 2018 North Lincoln TIF JRB Minutes (Draft)
4. TIF Redevelopment Plan and Qualification Report
5. November 20, 2018 PowerPoint Presentation

Return to VB Agenda

VILLAGE OF LINCOLNWOOD
NORTH LINCOLN REDEVELOPMENT PROJECT AREA
JOINT REVIEW BOARD

A RESOLUTION RECOMMENDING APPROVAL OF THE REDEVELOPMENT PLAN AND PROJECT FOR THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA

WHEREAS, the Joint Review Board convened in the Lincolnwood Village Hall on October 31, 2018, pursuant to the Illinois Tax Increment Allocation Redevelopment Act. 65 ILCS 5/11-74.4-1 *et seq.* (*"Act"*), which was attended and comprised of representatives of certain affected taxing jurisdictions of the proposed North Lincoln Redevelopment Project Area as well as a public member pursuant to the Act; and

WHEREAS, a public member to the Joint Review Board was duly selected on October 31, 2018, by a majority vote of the taxing districts present and serving on the Joint Review Board, and a chairperson was also duly selected by the members of the Joint Review Board by majority vote; and

WHEREAS, at its meeting on October 31, 2018, which was continued from October 10, 2018, the Joint Review Board did review and consider the public record, planning documents, and proposed ordinances relating to the proposed Village of Lincolnwood North Lincoln Redevelopment Project Area, including the Tax Increment Financing Eligibility Study and the proposed Redevelopment Plan and Project, which Study and Plan have been prepared by Kane, McKenna, and Associates, Ltd.; and

WHEREAS, after consideration of said matters, in accordance and compliance with the Act, the Joint Review Board did agree, by a vote of the members present, that the proposed Redevelopment Plan and Project for the North Lincoln Redevelopment Project Area, in the Village of Lincolnwood, Illinois, should be approved; that the Village of Lincolnwood North Lincoln Redevelopment Project Area satisfies the eligibility criteria defined in the Act; that the Village of Lincolnwood North Lincoln Redevelopment Project Area qualifies as a Blighted Area, as such term is defined in the Act; and that the Redevelopment Plan and Project, as presented, conforms to the requirements of the Act;

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF LINCOLNWOOD NORTH LINCOLN REDEVELOPMENT PROJECT AREA JOINT REVIEW BOARD, as follows

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

SECTION 2. RECOMMENDATION. The Joint Review Board hereby submits the following advisory, non-binding recommendations to the Village Board of Trustees of the Village of Lincolnwood:

A. The Village of Lincolnwood North Lincoln Redevelopment Project Area satisfies the requirements of the proposed Redevelopment Plan and Project for the Redevelopment Project Area, and fulfills the objectives of the Act, and, accordingly, the Joint Review Board recommends that the Village Board of

Trustees approve the proposed Village of Lincolnwood North Lincoln Redevelopment Plan and Redevelopment Project.

B. In furtherance thereof, the Joint Review Board recommends that the Village Board of Trustees adopt the following ordinances in support of the proposed North Lincoln Redevelopment Project Area:

1. An Ordinance Approving a Tax Increment Redevelopment Plan and Project for the North Lincoln Redevelopment Project Area;

2. An Ordinance Designating the North Lincoln Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and

3. An Ordinance Adopting Tax Increment Allocation Financing for the North Lincoln Redevelopment Project Area.

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

PASSED this 31st day of October, 2018.

AYES:	COOK COUNTY NILES TOWNSHIP PUBLIC MEMBER VILLAGE OF LINCOLNWOOD
NAYS:	LINCOLNWOOD PUBLIC LIBRARY DISTRICT NILES TOWNSHIP HIGH SCHOOL DISTRICT 219
ABSENT:	OAKTON COMMUNITY COLLEGE
ABSTENTION:	LINCOLNWOOD SCHOOL DISTRICT 74

Attested:

James J. Kuiganlis

Chairman
Joint Review Board
Village of Lincolnwood
Cook County, Illinois

#61115807_v1

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-____

AN ORDINANCE APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA

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.

ORDINANCE NO. 2018-____

AN ORDINANCE APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA

WHEREAS, the Village of Lincolnwood is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village depends upon the success and vibrancy of its commercial areas to maintain the fiscal integrity of the Village; and

WHEREAS, on February 17, 2011, the President and the Board of Trustees of the Village ("***Corporate Authorities***") adopted: (i) Ordinance No. 2011-2930, approving a redevelopment plan and project prepared by Kane, McKenna and Associates, Inc. ("***KMA***") for an area generally including the properties located at the northwest, southwest and southeast corners of the intersection of Lincoln Avenue and Touhy Avenue in the Village ("***Original Redevelopment Project Area***"); (ii) Ordinance No. 2011-2931, designating the Original Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("***TIF Act***"); and (iii) Ordinance No. 2011-2932, adopting tax increment allocation financing for the Original Redevelopment Project Area, pursuant to the TIF Act; and

WHEREAS, on June 3, 2014, the Corporate Authorities adopted: (i) Ordinance No. 2014-3099, approving an amended redevelopment plan and project prepared by KMA to include both the Original Redevelopment Project Area and the real property generally located immediately west and north thereof, along the north side of Touhy Avenue and the west side of Lincoln Avenue ("***Adjacent Redevelopment Area***"); (ii) Ordinance No. 2014-3100, amending the Original Redevelopment Project Area to include the Adjacent Redevelopment Area, pursuant to the TIF Act; and (iii) Ordinance No. 2014-3101, adopting tax increment allocation financing for the amended Original Redevelopment Project Area ("***Amended Redevelopment Project Area***"), pursuant to the TIF Act; and

WHEREAS, since the designation of the Original Redevelopment Project Area as a redevelopment project area, such area has not been redeveloped, and the blighting and adverse conditions remain present in such area; and

WHEREAS, that portion of the Amended Redevelopment Project Area located north of Touhy Avenue, legally described in **Exhibit A** and depicted in **Exhibit C** attached to this Ordinance (***"North Lincoln Redevelopment Project Area"***), is particularly underutilized, and suffers from a variety of impediments to economic development, such as excessive vacancies and obsolescence; and

WHEREAS, the valuation of the North Lincoln Redevelopment Project Area has declined during three of the previous five years, and has lagged behind the average annual growth rate of all real property within the Village in four of the previous five years; and

WHEREAS, the Village does not anticipate that the North Lincoln Redevelopment Project Area will be redeveloped without the implementation by the Village of a new

comprehensive plan for the economic redevelopment of the North Lincoln Redevelopment Project Area; and

WHEREAS, the Village has explored various methods by which sufficient private investment can be attracted to the North Lincoln Redevelopment Project Area so that the North Lincoln Redevelopment Project Area can be redeveloped for the long-term growth and benefit of the Village and its residents; and

WHEREAS, one means by which the Village could attract the private investment necessary for the redevelopment of the North Lincoln Redevelopment Project Area is the use of tax increment financing ("***TIF***") and the establishment of a newly-designated redevelopment project area (a "***TIF District***") as authorized under the TIF Act; and

WHEREAS, the Village Board of Trustees has commissioned a study by KMA to determine whether the North Lincoln Redevelopment Project Area meets the qualifications for designating a new TIF District; and

WHEREAS, after extensive review of the North Lincoln Redevelopment Project Area, KMA delivered a report to the Village in which KMA concludes that the North Lincoln Redevelopment Project Area qualifies as a TIF District under the TIF Act ("***Eligibility Report***"); and

WHEREAS, in light of its review of the North Lincoln Redevelopment Project Area and pursuant to extensive discussions with Village officials and stakeholders in the North Lincoln Redevelopment Project Area, KMA has also prepared a plan for the redevelopment of the North Lincoln Redevelopment Project Area in accordance with the TIF Act ("***Redevelopment Plan and Project***"); and

WHEREAS, the Eligibility Report and Redevelopment Plan and Project set forth the qualification factors that make the North Lincoln Redevelopment Project Area eligible for consideration as a "blighted area" under Section 11-74.4-3 of the TIF Act; and

WHEREAS, the Eligibility Report and the Redevelopment Plan and Project have been on file and available at the Village Hall as of August 23, 2018; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities convened a meeting of the joint review board on October 10, 2018; and

WHEREAS, at its meeting on October 31, 2018, which was continued from October 10, 2018, the joint review board: (i) reviewed the public record, planning documents, and proposed ordinances approving the Redevelopment Plan and Project; and (ii) approved a resolution recommending to the Corporate Authorities the establishment of a newly-designated TIF District for the North Lincoln Redevelopment Project Area (the "***JRB Resolution***"); and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities held a public hearing relative to the Redevelopment Plan and Project and North Lincoln Redevelopment Project Area on November 20, 2018 ("***Public Hearing***"), at which hearing the Corporate Authorities: (i) reviewed the Redevelopment Plan and Project, the information

contained in the Eligibility Report, and the JRB Resolution; (ii) heard testimony and received written information concerning the Redevelopment Plan and Project; and (iii) reviewed other information, documentation, and studies so as to be generally informed about the conditions of the North Lincoln Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have reviewed the information concerning the factors presented at the Public Hearing and are generally informed of the conditions in the proposed North Lincoln Redevelopment Project Area that cause the North Lincoln Redevelopment Project Area to be a "blighted area" as defined in the TIF Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed North Lincoln Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Plan and Project would be substantially benefited by the proposed Redevelopment Plan and Project improvements; and

WHEREAS, the Corporate Authorities have reviewed the proposed Redevelopment Plan and Project and the existing comprehensive planning process for development of the Village as a whole to determine whether the proposed Redevelopment Plan and Project conform to the existing comprehensive planning process of the Village; and

WHEREAS, all notices required pursuant to the TIF Act were provided in accordance with the TIF Act; and

WHEREAS, pursuant to the findings and determinations as provided in this Ordinance, the Corporate Authorities have determined that it is desirable and in the best interest of the public and the Village to approve the Redevelopment Plan and Project;

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

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

SECTION 2. FINDINGS. The Corporate Authorities hereby find that the following facts have been established by the preponderance of the evidence:

A. The North Lincoln Redevelopment Project Area is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The general street location for the North Lincoln Redevelopment Project Area is described in **Exhibit B** attached to and, by this reference, made a part of this Ordinance. The map of the North Lincoln Redevelopment Project Area is depicted on **Exhibit C** attached to and, by this reference, made a part of this Ordinance.

B. There exist conditions that cause the North Lincoln Redevelopment Project Area to be subject to designation as a new redevelopment project area under the TIF Act and to be classified as a blighted area as defined in the TIF Act.

C. The proposed North Lincoln Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan and Project.

D. The Redevelopment Plan and Project conform to the existing comprehensive planning process for the development of the Village as a whole.

E. As set forth in the Redevelopment Plan and Project, it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the Redevelopment Plan and Project, are to be retired no later than December 31st of the year in which the payment to the Village Treasurer, pursuant to the TIF Act, is to be made with respect to the ad valorem taxes levied in the twenty-third calendar year after the North Lincoln Redevelopment Project Area is designated.

F. The parcels of real property in the proposed North Lincoln Redevelopment Project Area are contiguous, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed Redevelopment Plan and Project improvements are included in the proposed North Lincoln Redevelopment Project Area.

G. All other findings and certifications set forth in the Redevelopment Plan and Project are hereby adopted as the findings and certifications of the Corporate Authorities as if fully set forth in this Ordinance.

SECTION 3. ADOPTION OF REDEVELOPMENT PLAN AND PROJECT. The Redevelopment Plan and Project, which were the subject matter of the Public Hearing, are hereby adopted and approved. A copy of the Redevelopment Plan and Project is set forth in **Exhibit D** attached to and, by this reference, made a part of this Ordinance.

SECTION 4. AUTHORIZATION FOR TRANSMITTALS AND OTHER ACTION. The President and Board of Trustees hereby authorize and direct the Village Manager to take any and all other statutorily required steps in connection with the approval of a Redevelopment Plan and Project, including, without limitation, the transmission of a certified copy of this Ordinance to the County Clerk of Cook County, Illinois.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner 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 the
_____ day of _____, 2018.

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

EXHIBIT A

LEGAL DESCRIPTION

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Commencing at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue, being the Point of Beginning; thence East along the South line of Touhy Avenue to a point of intersection with the centerline of Lincoln Avenue; thence Northwesterly along said centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the North Line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue; thence Southwest along the North Line of said Lot 3 to the southwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Southeast along said extension to the Point of Beginning., in Cook County, Illinois.

AND

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline of the intersection of the North line of Lot 3 of Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the South Line of Lot 4 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue, the Point of Beginning; thence Northwest along the centerline of Lincoln Avenue to the intersection of the centerline of

Lincoln Avenue and the extension of the North line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood; then Southwest along the North Line of said Lot 3 to the Northwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Northwest along the West Line of Lot 7; then north along the West Line of Lot 7; thence Northwest to the Northwest corner of Lot 6; thence Southeast to the Southwest corner of Lot 4; thence Northeast to the Point of Beginning, in Cook County, Illinois.

Return to VB Agenda

EXHIBIT B

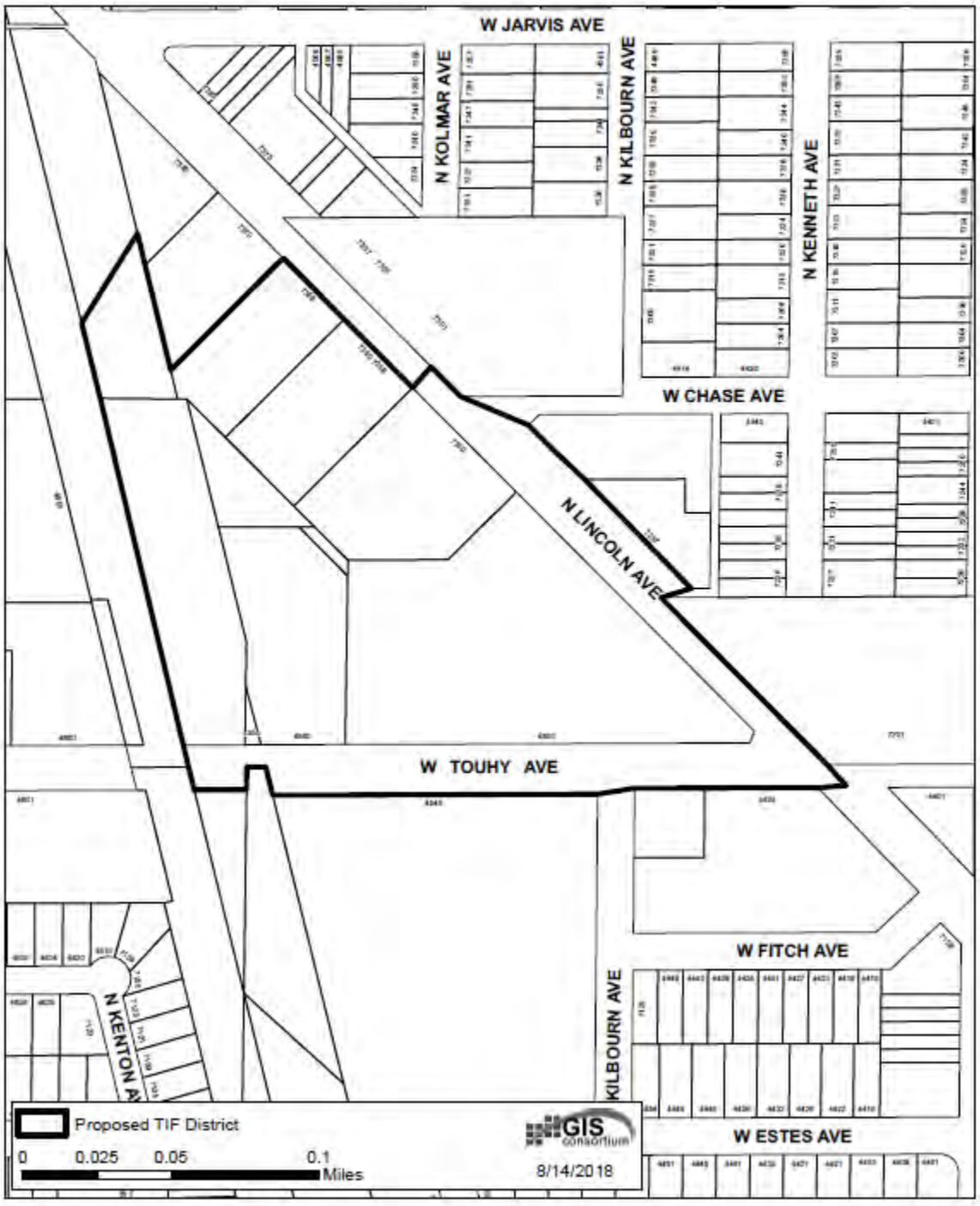
GENERAL STREET LOCATION

The properties generally located west of Lincoln Avenue, north of Touhy Avenue, east of the Commonwealth Edison right-of-way and south of 7370 Lincoln Avenue.

EXHIBIT C

MAP OF NORTH LINCOLN REDEVELOPMENT PROJECT AREA

TIF Boundary Map



Return to VB Agenda

EXHIBIT D

REDEVELOPMENT PLAN AND PROJECT

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-____

AN ORDINANCE DESIGNATING THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

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.

Return to VB Agenda

ORDINANCE NO. 2018-____

AN ORDINANCE DESIGNATING THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

WHEREAS, the Village of Lincolnwood is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, on February 17, 2011, the President and the Board of Trustees of the Village ("***Corporate Authorities***") adopted: (i) Ordinance No. 2011-2930, approving a redevelopment plan and project prepared by Kane, McKenna and Associates, Inc. ("***KMA***") for an area generally including the properties located at the northwest, southwest and southeast corners of the intersection of Lincoln Avenue and Touhy Avenue in the Village ("***Original Redevelopment Project Area***"); (ii) Ordinance No. 2011-2931, designating the Original Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("***TIF Act***"); and (iii) Ordinance No. 2011-2932, adopting tax increment allocation financing for the Original Redevelopment Project Area, pursuant to the TIF Act; and

WHEREAS, on June 3, 2014, the Corporate Authorities adopted: (i) Ordinance No. 2014-3099, approving an amended redevelopment plan and project prepared by KMA to include both the Original Redevelopment Project Area and the real property generally located immediately west and north thereof, along the north side of Touhy Avenue and the west side of Lincoln Avenue ("***Adjacent Redevelopment Area***"); (ii) Ordinance No. 2014-3100, amending the Original Redevelopment Project Area to include the Adjacent Redevelopment Area, pursuant to the TIF Act; and (iii) Ordinance No. 2014-3101, adopting tax increment allocation financing for the amended Original Redevelopment Project Area ("***Amended Project Redevelopment Area***"), pursuant to the TIF Act; and

WHEREAS, since the designation of the Original Redevelopment Project Area as a redevelopment project area, such area has not been redeveloped, and the blighting and adverse conditions remain present in such area; and

WHEREAS, that portion of the Amended Redevelopment Area located north of Touhy Avenue, legally described in **Exhibit A** and depicted in **Exhibit C** attached to this Ordinance (***"North Lincoln Redevelopment Project Area"***), is particularly underutilized, and suffers from a variety of impediments to economic development, such as excessive vacancies and obsolescence; and

WHEREAS, the valuation of the North Lincoln Redevelopment Project Area has declined during three of the previous five years, and has lagged behind the average annual growth rate of all real property within the Village in four of the previous five years; and

WHEREAS, the Village does not anticipate that the North Lincoln Redevelopment Project Area will be redeveloped without the implementation by the Village of a new

comprehensive plan for the economic redevelopment of the North Lincoln Redevelopment Project Area; and

WHEREAS, the Village has explored various methods by which sufficient private investment can be attracted to the North Lincoln Redevelopment Project Area so that the North Lincoln Redevelopment Project Area can be redeveloped for the long-term growth and benefit of the Village and its residents; and

WHEREAS, one means by which the Village could attract the private investment necessary for the redevelopment of the North Lincoln Redevelopment Project Area is the use of tax increment financing ("***TIF***") and the establishment of a newly-designated redevelopment project area (a "***TIF District***") as authorized under the TIF Act; and

WHEREAS, the Village Board of Trustees has commissioned a study by KMA to determine whether the North Lincoln Redevelopment Project Area meets the qualifications for designating a new TIF District; and

WHEREAS, after extensive review of the North Lincoln Redevelopment Project Area, KMA delivered a report to the Village in which KMA concludes that the North Lincoln Redevelopment Project Area qualifies as a TIF District under the TIF Act ("***Eligibility Report***"); and

WHEREAS, in light of its review of the North Lincoln Redevelopment Project Area and pursuant to extensive discussions with Village officials and stakeholders in the North Lincoln Redevelopment Project Area, KMA has also prepared a plan for the redevelopment of the North Lincoln Redevelopment Project Area in accordance with the TIF Act ("***Redevelopment Plan and Project***"); and

WHEREAS, the Eligibility Report and Redevelopment Plan and Project set forth the qualification factors that make the North Lincoln Redevelopment Project Area eligible for consideration as a "blighted area" under Section 11-74.4-3 of the TIF Act; and

WHEREAS, the Eligibility Report and the Redevelopment Plan and Project have been on file and available at the Village Hall as of August 23, 2018; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities convened a meeting of the joint review board on October 10, 2018; and

WHEREAS, at its meeting on October 31, 2018, which was continued from October 10, 2018, the joint review board: (i) reviewed the public record, planning documents, and proposed ordinances approving the Redevelopment Plan and Project; and (ii) approved a resolution recommending to the Corporate Authorities the establishment of a newly-designated TIF District for the North Lincoln Redevelopment Project Area ("***JRB Resolution***"); and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities held a public hearing relative to the Redevelopment Plan and Project and North Lincoln Redevelopment Project Area on November 20, 2018 ("***Public Hearing***"), at which hearing the Corporate Authorities: (i) reviewed the Redevelopment Plan and Project, the information

contained in the Eligibility Report, and the JRB Resolution; (ii) heard testimony and received written information concerning the Redevelopment Plan and Project; and (iii) reviewed other information, documentation, and studies so as to be generally informed about the conditions of the North Lincoln Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have reviewed the information concerning the factors presented at the Public Hearing and are generally informed of the conditions in the proposed North Lincoln Redevelopment Project Area that cause the North Lincoln Redevelopment Project Area to be a "blighted area" as defined in the TIF Act; and

WHEREAS, on _____, 2018, the Corporate Authorities adopted Ordinance No. 2018-___, approving the Redevelopment Plan and Project prepared by KMA for the North Lincoln Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have determined that it is now necessary and desirable to designate the North Lincoln Redevelopment Project Area as a redevelopment project area pursuant to the TIF Act;

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. AREA DESIGNATED. The North Lincoln Redevelopment Project Area, as legally described in **Exhibit A** attached to and incorporated into this Ordinance, is hereby designated as a new redevelopment project area pursuant to Section 11-74.4-4 of the TIF Act, to be known as the North Lincoln Redevelopment Project Area. The general street location for the North Lincoln Redevelopment Project Area is described in **Exhibit B** attached to and incorporated into this Ordinance. The map of the North Lincoln Redevelopment Project Area is depicted on **Exhibit C** attached to and incorporated into this Ordinance.

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 will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 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

EXHIBIT A

LEGAL DESCRIPTION

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Commencing at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue, being the Point of Beginning; thence East along the South line of Touhy Avenue to a point of intersection with the centerline of Lincoln Avenue; thence Northwesterly along said centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the North Line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue; thence Southwest along the North Line of said Lot 3 to the southwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Southeast along said extension to the Point of Beginning., in Cook County, Illinois.

AND

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline of the intersection of the North line of Lot 3 of Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the South Line of Lot 4 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue, the Point of Beginning; thence Northwest along the centerline of Lincoln Avenue to the intersection of the centerline of

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EXHIBIT B

GENERAL STREET LOCATION

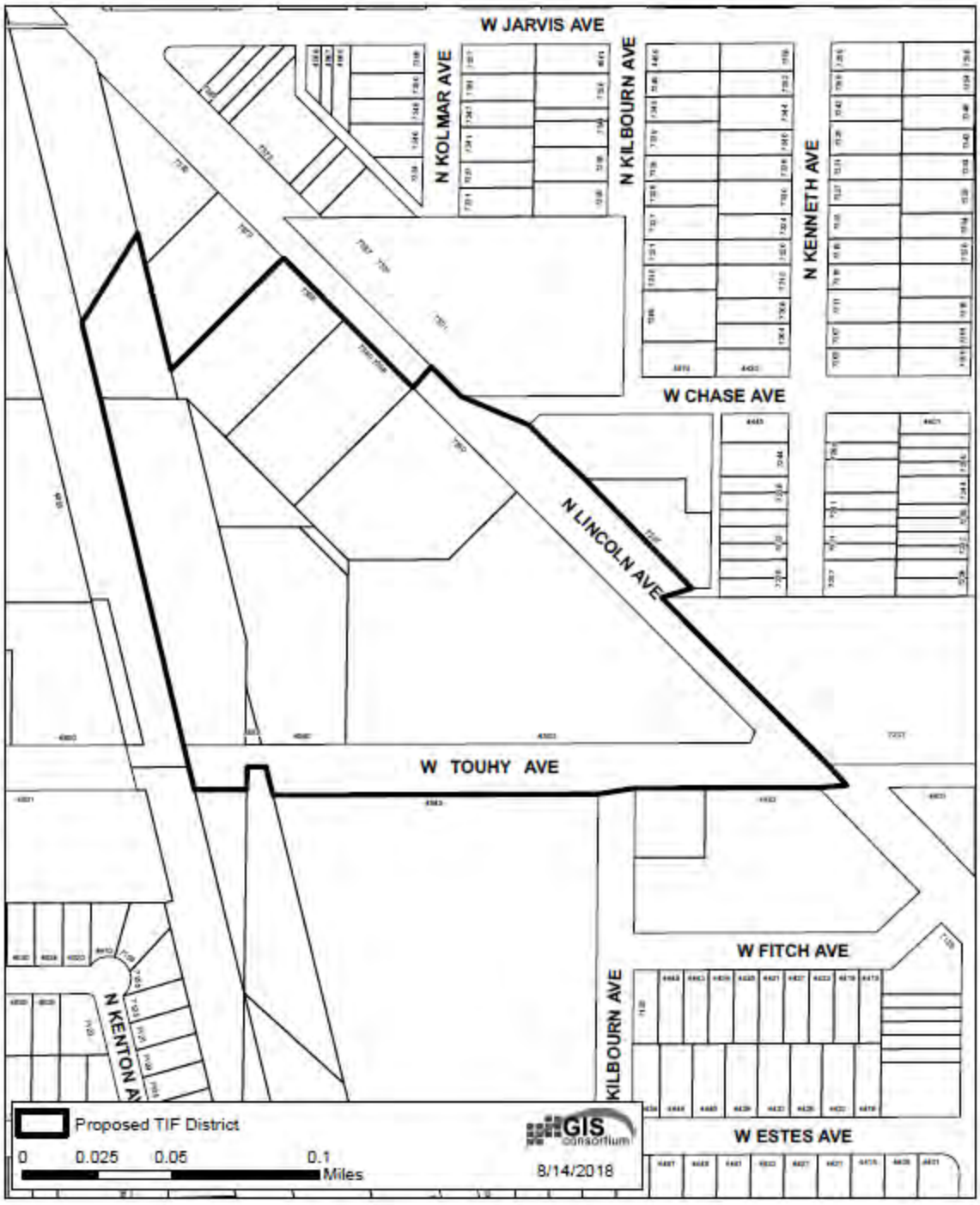
The properties generally located west of Lincoln Avenue, north of Touhy Avenue, east of the Commonwealth Edison right-of-way and south of 7370 Lincoln Avenue.

Return to VB Agenda

EXHIBIT C

MAP OF NORTH LINCOLN REDEVELOPMENT PROJECT AREA

TIF Boundary Map



Return to VB Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-____

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA

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.

Return to VB Agenda

ORDINANCE NO. 2018-____

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA

WHEREAS, the Village of Lincolnwood is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, on February 17, 2011, the President and the Board of Trustees of the Village ("***Corporate Authorities***") adopted: (i) Ordinance No. 2011-2930, approving a redevelopment plan and project prepared by Kane, McKenna and Associates, Inc. ("***KMA***") for an area generally including the properties located at the northwest, southwest and southeast corners of the intersection of Lincoln Avenue and Touhy Avenue in the Village ("***Original Redevelopment Project Area***"); (ii) Ordinance No. 2011-2931, designating the Original Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("***TIF Act***"); and (iii) Ordinance No. 2011-2932, adopting tax increment allocation financing for the Original Redevelopment Project Area, pursuant to the TIF Act; and

WHEREAS, on June 3, 2014, the Corporate Authorities adopted: (i) Ordinance No. 2014-3099, approving an amended redevelopment plan and project prepared by KMA to include both the Original Redevelopment Project Area and the real property generally located immediately west and north thereof, along the north side of Touhy Avenue and the west side of Lincoln Avenue ("***Adjacent Redevelopment Area***"); (ii) Ordinance No. 2014-3100, amending the Original Redevelopment Project Area to include the Adjacent Redevelopment Area, pursuant to the TIF Act; and (iii) Ordinance No. 2014-3101, adopting tax increment allocation financing for the amended Original Redevelopment Project Area ("***Amended Redevelopment Project Area***"), pursuant to the TIF Act; and

WHEREAS, since the designation of the Original Redevelopment Project Area as a redevelopment project area, such area has not been redeveloped, and the blighting and adverse conditions remain present in such area; and

WHEREAS, that portion of the Amended Redevelopment Project Area located north of Touhy Avenue, legally described in **Exhibit A** and depicted in **Exhibit C** attached to this Ordinance (***"North Lincoln Redevelopment Project Area"***), is particularly underutilized, and suffers from a variety of impediments to economic development, such as excessive vacancies and obsolescence; and

WHEREAS, the valuation of the North Lincoln Redevelopment Project Area has declined during three of the previous five years, and has lagged behind the average annual growth rate of all real property within the Village in four of the previous five years; and

WHEREAS, the Village does not anticipate that the North Lincoln Redevelopment Project Area will be redeveloped without the implementation by the Village of a new comprehensive plan for the economic redevelopment of the North Lincoln Redevelopment Project Area; and

WHEREAS, the Village has explored various methods by which sufficient private investment can be attracted to the North Lincoln Redevelopment Project Area so that the North Lincoln Redevelopment Project Area can be redeveloped for the long-term growth and benefit of the Village and its residents; and

WHEREAS, one means by which the Village could attract the private investment necessary for the redevelopment of the North Lincoln Redevelopment Project Area is the use of tax increment financing ("***TIF***") and the establishment of a newly-designated redevelopment project area (a "***TIF District***") as authorized under the TIF Act; and

WHEREAS, the Village Board of Trustees has commissioned a study by KMA to determine whether the North Lincoln Redevelopment Project Area meets the qualifications for designating a new TIF District; and

WHEREAS, after extensive review of the North Lincoln Redevelopment Project Area, KMA delivered a report to the Village in which KMA concludes that the North Lincoln Redevelopment Project Area qualifies as a TIF District under the TIF Act ("***Eligibility Report***"); and

WHEREAS, in light of its review of the North Lincoln Redevelopment Project Area and pursuant to extensive discussions with Village officials and stakeholders in the North Lincoln Redevelopment Project Area, KMA has also prepared a plan for the redevelopment of the North Lincoln Redevelopment Project Area in accordance with the TIF Act ("***Redevelopment Plan and Project***"); and

WHEREAS, the Eligibility Report and Redevelopment Plan and Project set forth the qualification factors that make the North Lincoln Redevelopment Project Area eligible for consideration as a "blighted area" under Section 11-74.4-3 of the TIF Act; and

WHEREAS, the Eligibility Report and the Redevelopment Plan and Project have been on file and available at the Village Hall as of August 23, 2018; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities convened a meeting of the joint review board on October 10, 2018; and

WHEREAS, at its meeting on October 31, 2018, which was continued from October 10, 2018, the joint review board: (i) reviewed the public record, planning documents, and proposed ordinances approving the Redevelopment Plan and Project; and (ii) approved a resolution recommending to the Corporate Authorities the establishment of a newly-designated TIF District for the North Lincoln Redevelopment Project Area (the "***JRB Resolution***"); and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities held a public hearing relative to the Redevelopment Plan and Project and North Lincoln Redevelopment Project Area on November 20, 2018 ("***Public Hearing***"), at which hearing the Corporate Authorities: (i) reviewed the Redevelopment Plan and Project, the information contained in the Eligibility Report, and the JRB Resolution; (ii) heard testimony and received written information concerning the Redevelopment Plan and Project; and (iii) reviewed other

information, documentation, and studies so as to be generally informed about the conditions of the North Lincoln Redevelopment Project Area; and

WHEREAS, on _____, 2018, the President and the Board of Trustees of the Village adopted Ordinance No. 2018-__, designating the North Lincoln Redevelopment Project Area pursuant to the TIF Act; and

WHEREAS, the Corporate Authorities have found and determined that it is desirable and in the best interests of the public and the Village for the Corporate Authorities to approve tax increment allocation financing for the North Lincoln Redevelopment Project Area to carry out the terms and conditions of the Redevelopment Plan and Project;

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

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

SECTION 2. TAX INCREMENT FINANCING ADOPTED. Tax increment allocation financing is hereby adopted to pay for redevelopment project costs ("***Project Costs***") as defined in the TIF Act and as set forth in the Redevelopment Plan and Project within the North Lincoln Redevelopment Project Area. The North Lincoln Redevelopment Project Area is legally described in **Exhibit A** attached to and incorporated into this Ordinance. The general street location for the North Lincoln Redevelopment Project Area is described in **Exhibit B** attached to and incorporated into this Ordinance. The map of the North Lincoln Redevelopment Project Area is depicted on **Exhibit C** attached to and incorporated into this Ordinance.

SECTION 3. ALLOCATION OF AD VALOREM TAXES. Ad valorem taxes, if any, arising from the levies upon taxable real property in the North Lincoln Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the TIF Act each year after the effective date of this Ordinance until the Project Costs and obligations issued in respect thereto have been paid are to be divided as follows:

A. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the North Lincoln Redevelopment Project Area are to be allocated to, and when collected are to be paid by the county collector to, the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the North Lincoln Redevelopment Project Area are to be allocated to, and when collected are to be paid by the county collector to, the municipal treasurer of the Village, who must deposit said taxes into a special fund, hereby created, and designated the "Lincoln-Touhy TIF Redevelopment Area Special Tax Allocation

Fund" of the Village and such taxes are to be used for the purpose of paying Project Costs and obligations incurred in the payment thereof.

SECTION 4. AUTHORIZATION FOR TRANSMITTALS AND OTHER ACTION. The President and Board of Trustees hereby authorize and direct the Village Manager to take any and all other statutorily required steps in connection with the adoption of tax increment allocation financing, including, without limitation, the transmission of a certified copy of this Ordinance to the County Clerk of Cook County, Illinois.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, 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

EXHIBIT A

LEGAL DESCRIPTION

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Commencing at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue, being the Point of Beginning; thence East along the South line of Touhy Avenue to a point of intersection with the centerline of Lincoln Avenue; thence Northwesterly along said centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the North Line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue; thence Southwest along the North Line of said Lot 3 to the southwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Southeast along said extension to the Point of Beginning., in Cook County, Illinois.

AND

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline of the intersection of the North line of Lot 3 of Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the South Line of Lot 4 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue, the Point of Beginning; thence Northwest along the centerline of Lincoln Avenue to the intersection of the centerline of

Lincoln Avenue and the extension of the North line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood; then Southwest along the North Line of said Lot 3 to the Northwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Northwest along the West Line of Lot 7; then north along the West Line of Lot 7; thence Northwest to the Northwest corner of Lot 6; thence Southeast to the Southwest corner of Lot 4; thence Northeast to the Point of Beginning, in Cook County, Illinois.

EXHIBIT B

GENERAL STREET LOCATION

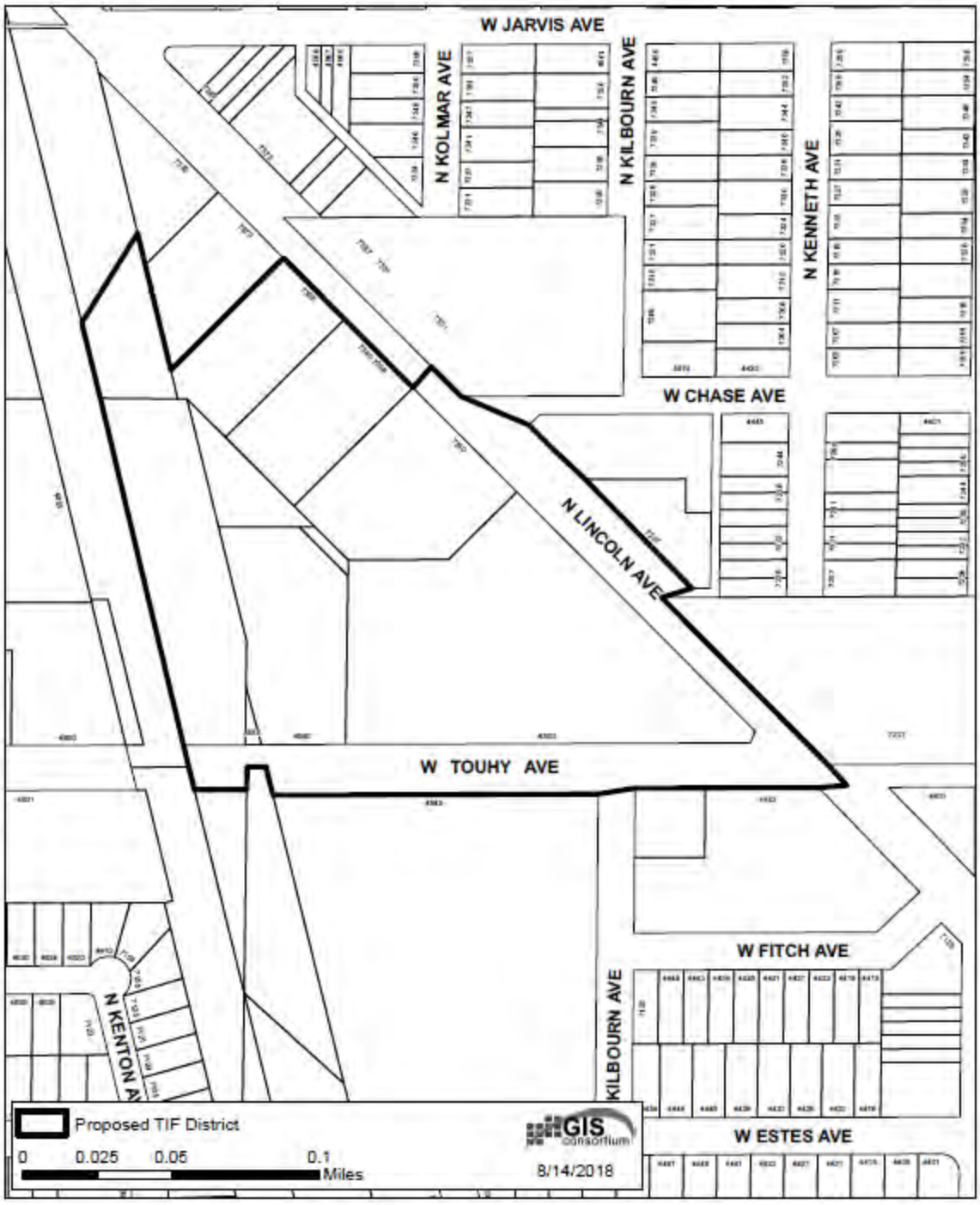
The properties generally located west of Lincoln Avenue, north of Touhy Avenue, east of the Commonwealth Edison right-of-way and south of 7370 Lincoln Avenue.

Return to VB Agenda

EXHIBIT C

MAP OF NORTH LINCOLN REDEVELOPMENT PROJECT AREA

TIF Boundary Map



Return to VB Agenda

Joint Review Board
(Draft)
Wednesday, October 31, 2018
Council Chambers Room

DRAFT

Commissioners Present
James Kucienski, Chairman and Public Representative
Kendra L. Beard, Lincolnwood Library District Representative
Peter Dyer, Village Representative
Mohammed Elahi, Cook County Representative
Don Gelfund, Niles Township Representative
Kim Nasshan, Lincolnwood School District #74 Representative
Eric Trimberger, Niles Township High School District #219 Representative

Staff Present
Steven M Elrod, Village Attorney
Steve McNellis, Community Development Director
Robert Merkel, Finance Director
Charles Meyer, Assistant to the Village Manager
Robert Rychlicki, Kane, McKenna & Associates (Village TIF Consultant)

Others Present
Barry Bass, Lincolnwood Village President
Georjean Nickell, Lincolnwood Village Trustee
Jesal Patel, Lincolnwood Village Trustee

I. Call to Order

Community Development Director Steve McNellis called the meeting to order at 10:05 a.m., in light of the vacancy of the Chairperson position.

II. Selection of Public Representative

Attorney Steven Elrod noted that the Joint Review Board (JRB) needed to elect a Public Representative. Board Member Gelfund nominated James Kucienski which was seconded by Board Member Dyer. The appointment was confirmed by consensus.

III. Selection of Chair

Attorney Steven Elrod noted that the JRB needed to elect a Chairperson. Attorney Elrod announced the floor was open for nominations. Board Member Dyer nominated James Kucienski which was seconded by Board Member Gelfund. Hearing no other nominations, Attorney Elrod called for a vote on the motion to approve Board Member Kucienski to Chairperson of the Joint Review Board.

Aye: Beard, Dyer, Elahi, Gelfund, Kucienski, Nasshan, Trimberger
Nay: None
Abstention: None
Motion Approved: 7-0

IV. Creation of New North Lincoln Tax Increment Financing (TIF) District

Attorney Elrod started the discussion by explaining the scope and purpose of the JRB meeting. He explained to the Board Members that the vote they would take would be a non-binding recommendation to the Village Board on whether or not the proposed new North Lincoln TIF should be approved. He also notified all taxing districts present that the Village intends to terminate the Lincoln-Touhy TIF in 2018. He then introduced Robert Rychlicki, Village TIF Consultant with Kane, McKenna & Associates, to provide some detail on why the area was granted a TIF in 2011 and why the Village is considering a new TIF now.

Mr. Rychlicki provided the JRB with an overview of the purpose of the TIF designation and the limitations the Village is held to by the State. He stated that TIFs, which do not need State approval, are limited to a maximum of 23 years. Without approving a new TIF at this location, and therefore resetting the 23 years, any developer would likely only have half the time to benefit from the current TIF. These limitations, and developer interest in the former Purple Hotel site, have been the catalyst for the Village to consider the new TIF designation. Mr. Rychlicki further explained that the qualifying conditions for a TIF in this area are still present and potentially more pronounced.

Mr. Rychlicki went on to explain the mechanisms of a TIF and how it may remedy the “blight” in this area. The intention of a TIF is to create additional revenue by channeling the taxes collected above a base amount to a separate TIF fund to offset unusual costs and make the development of an area feasible. It is only through those additional revenues in the TIF fund that the development of the area would be financially sensible. After Mr. Rychlicki’s thorough review of the eligibility standards, Chairman Kucienski asked if there were any questions relating to the eligibility of this location.

Board Member Trimberger inquired as to how the redesignation would affect per pupil expenditures.

Board Member Trimberger also voiced concern with the speed of the progress of this vote.

Director McNellis returned with additional budget numbers that Board Member Trimberger requested. Director McNellis indicated that the TIF budget would move from $73 million to $55 million, with the removal of the properties south of Touhy Avenue

Board Member Elahi asked about the initial TIF districting decision. Mr. Rychlicki indicated that the property had been vacant for some time and the Village was seeking to redevelop it. In 2014 there was a developer that had interest in the lot but the financing collapsed. That has led the Village to where it is now with a new developer. Board Member Elahi responded with the comment that given the historic timeline that it would be very difficult for the current developer to have enough time to realize the benefit of the TIF, if it is not restarted with a new TIF. Mr. Rychilicki agreed that there is not enough time given the current TIF horizon. Board Member Gelfund noted that the State legislature was previously considering legislation that requires a “cool off period” between designations of TIFs in an area. This would negatively impact the proposed development in this TIF District. While, the State did not pass it this year he advised the Board to consider the possibility of that legislation passing next year when deciding on moving forward or waiting on the TIF designation.

Board Member Trimberger voiced his concern that voting today would be a rushed decision and asked for the JRB to reconvene two weeks later to have time to review the proposal. Attorney Elrod made the board aware that Illinois law states that if the JRB does not act within 30 days of the initial meeting, which was on October 10th, then it would be as if the JRB voted “Yes” to recommend the plan. The 30-day requirement means the last day to act would be November 9th. Board Member Trimberger revised his motion to continue the JRB meeting to November 7th. Attorney Elrod indicated that would work but may cause a problem later down the line. He described that the developer has a tight timeline to acquire the parcel. To stay on that timeline the Village Board needs to discuss the Preliminary PUD at their November 6th meeting. Pushing the JRB vote back until after the 6th of November would make that time table that much more difficult to meet. Chairman Kucienski reiterated that the time table for both the Village and the contractor is very tight.

Chairman Kucienski noted that they currently have a motion to postpone the meeting. Before that roll call vote he wanted to note that his preference would be to move forward

with a recommendation on the TIF today. Chairman Kucienski then asked for a roll call vote to postpone the meeting until November 7th of this year.

Aye: Beard, Trimberger
Nay: Dyer, Elahi, Gelfund, Kucienski, Nasshan
Abstention: None
Motion Failed: 2-5

Chairman Kucienski asked the Board if there were things that they wished to discuss further before taking a vote on recommending the new TIF to the Village Board. Hearing no further discussion Board Member Dyer motioned to recommend to the Village Board that they approve the new North Lincoln TIF as described. This was seconded by Board Member Gelfund.

Aye: Dyer, Elahi, Gelfund, Kucienski
Nay: Beard, Trimberger
Abstention: Nasshan
Motion Approved: 4-2, with 1 abstention

Chairman Kucienski reiterated that the village has every intention to work with all stakeholders in finding a solution to their concerns. Attorney Elrod noted that the ordinances will be provided for review at the public hearing on November 20th.

V. Adjournment

Hearing no further comments Chairman Kucienski opened the forum for adjournment. Board Member Elahi moved for adjournment, and was seconded by Board Member Dyer. By consensus, the meeting was adjourned at 10:45 A.M.

Respectfully submitted:

Henry Wright
Community Development Intern

Return to VB Agenda

DRAFT
8/22/18

VILLAGE OF LINCOLNWOOD
TIF REDEVELOPMENT PLAN
NORTH LINCOLN TIF DISTRICT

"Redevelopment plan" means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.

Prepared by the Village of Lincolnwood, Illinois

in conjunction with

Kane, McKenna and Associates, Inc.

August, 2018

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I. INTRODUCTION

The Village of Lincolnwood (the "Village") is located in northern Cook County, Illinois. It is an established community which is contiguous with the northern border of the City of Chicago. The Village also is situated next to the Village of Skokie and City of Evanston.

In this report, the Village proposes a Tax Increment Financing Redevelopment Plan to assist an area in overcoming a number of redevelopment barriers. Kane, McKenna and Associates, Inc. (KMA) has been retained by the Village of Lincolnwood to conduct an analysis of the potential qualification and designation of the area as a Tax Increment Financing ("TIF") District, and to assist the Village in drafting this TIF Redevelopment Plan.

TIF Plan Requirements. The Village is completing this Plan as required by the Tax Increment Allocation Redevelopment Act, (the "Act") 65 ILCS 5/11-74.4-3, et. seq., as amended. To establish a TIF district (otherwise known as the Redevelopment Project Area ("RPA")), Illinois municipalities must adopt several documents, including a TIF Redevelopment Plan and Eligibility Report.

The Act enables Illinois municipalities to establish TIF districts, either to eliminate the presence of blight or to prevent its onset. The Act finds that municipal TIF authority serves a public interest so as to: "promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas" (65 ILCS 5/11-74.4-2(b)).

By definition, a TIF "Redevelopment Plan" means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualify the redevelopment project area as a "blighted area," "conservation area" (or combination thereof), or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act.

Community Background. The Village of Lincolnwood was established in 1911 (originally incorporated as Tessville). In the post World-War II era, the municipality became a vibrant, fast growing suburban community, reaching a population of nearly 13,000 by 1970. Since then the population has stabilized and was at an estimated 12,590 from the 2010 Census.

The Village has a number of important assets that create an economically competitive environment for businesses and a desirable location for residents. Because of its proximity to Chicago and nearby north shore suburbs, it has an excellent location and access to important amenities. Lincoln Avenue, one of the oldest arterial roads in the region, acts as an important gateway to the community. Aside from providing excellent transportation access, Lincoln Avenue acts as an important entry point for welcoming visitors to the Village.

The Village has, in addition to Lincoln Avenue, a number of other transportation assets. Touhy Avenue, is an important east/west arterial and enables access to Interstate 94. In addition, the network of roadways, residents and businesses benefit from close proximity to two Metra rail lines as well as a close-by CTA train station. In addition to physical assets, the business environment is supported by a tradition of professional city management and high quality schools.

In summary, the TIF District has a number of important assets:

- Both Lincoln Avenue and Touhy Avenue are major arterial roads and as such have the traffic counts necessary to support commercial and retail uses.
- The North Lincoln study area is situated in the middle of a network of retailers that would complement any new uses with the study area
- The area is close to the Interstate 94 access ramp;
- The area is potentially "walkable" in terms of facilitating future pedestrian-oriented plans envisioned in the Lincoln Avenue Corridor Study (since residential areas and parks are within walking distance);
- The RPA has had certain public improvements along Lincoln Avenue, just outside of the study area; and
- The area has access to a regional bike/pedestrian trail, immediately adjacent to the western boundary of the TIF.

On the latter point, the Village made a number of public investments to improve the function and appearance of Lincoln Avenue pursuant to the Lincoln Avenue Corridor Study. TIF financing would enable the Village to continue and deepen this existing program. Lastly, the area is nearly equidistant between two Metra train lines with stops in Morton Grove and Edgebrook (Chicago) to the west and Evanston to the east, as well as being close to a CTA Yellow Line train station.

Despite its potential advantages, many parcels in the area are underutilized. The TIF District as a whole suffers from a variety of economic development impediments as identified in the TIF Act, such as inadequate utilities, excessive vacancies, and obsolescence. In comparison to the balance of Village taxable value, the TIF district property valuations have lagged behind the Village's annual growth rates. The TIF Qualification Report (Section V) identifies other impediments to redevelopment.

The North Lincoln TIF area has the potential for redevelopment of certain underutilized properties. Such redevelopment would build upon locational advantages and established commercial uses. As such, the Village has identified a number of objectives for redevelopment, with tax increment financing acting as a tool to achieve them. Please refer to Section III of this report for additional information about the goals, objectives and activities to support redevelopment.

The TIF District. The RPA consists of 10 tax parcels. The TIF District area is located to the northwest of the intersection of Touhy Avenue and Lincoln Avenue.

The dominant land use was the "Purple Hotel," one of the largest buildings in the Village during the past 50 years until being demolished in 2013. Overall, the RPA has traditionally been heavily commercial, taking into account the former hotel use as well as adjacent buildings. Two other commercial structures are located north of the former Purple Hotel site, as well as adjacent ComEd property.

The TIF District suffers from a variety of economic development impediments, as identified in the TIF Act. Section V of the *TIF Eligibility Report* (see Appendix 5) identifies several impediments to redevelopment of the RPA. On balance, the combination of the qualification factors limits the opportunities for private reinvestment within and around the RPA. Such factors potentially suppress the value of future development and weaken the potential for business growth – limiting employment and contributing to the lack of sustained investment in the area.

The RPA may be suitable for new development if there is coordination of uses and redevelopment activity by the Village. Although a TIF was initially designated in 2010 for this area, the combination of the Great Recession, property valuation reductions, and a stalled redevelopment plan have resulted in no additional investment. Under this TIF Redevelopment Plan and as part of its comprehensive economic development planning, the Village intends to attract and encourage commercial, residential, and retail/mixed uses to locate, upgrade, expand and/or modernize their facilities within the Village. Through the establishment of the RPA, the Village would implement a program to redevelop key areas within the Village and in doing so, it would stabilize the area, extend benefits to the community, and assist affected taxing districts over the long run.

Rationale for Redevelopment Plan. The Village recognizes the need for an ongoing strategy to revitalize properties and promote development within the boundaries of the RPA. Incremental property tax revenue generated by redevelopment will play a decisive role in encouraging private development. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Plan will benefit both the Village and surrounding taxing districts, by virtue of the expected expansion of the tax base.

The Village does not anticipate that area as a whole would be developed in a coordinated manner without a TIF Redevelopment Plan. The Village, with the assistance of KMA, has therefore commissioned this Plan to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The designation of the area as an RPA will allow the Village to pursue the following beneficial strategies:

- Entering into redevelopment agreements in order to redevelop property and/or to induce new development to locate within the RPA.
- Enhancing area appearance through improvements to landscape, streetscape and signage;
- Establishing a pattern of land-use activities that will increase efficiency and economic inter-relationships, especially as such uses complement adjacent current and/or future commercial opportunities and Village redevelopment projects within the RPA and/or surrounding area;
- Coordinating land assembly in order to provide sites for redevelopment;
- Providing infrastructure that supports subsequent redevelopment plans for the RPA; and

Through this Plan, the Village will serve as the central influence for the coordination and assembly of the assets and investments of the private sector and establish a unified, cooperative public-private redevelopment effort. Several benefits are expected to accrue to the area: entry of new businesses; new employment opportunities; and physical and aesthetic improvements. Ultimately, the implementation of the Plan will benefit (a) the Village, (b) the taxing districts serving the RPA, (c) residents and property owners within the RPA, and (d) existing and new businesses.

Village Findings. The Village, through legislative actions as required by the Act, finds:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;
- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken;
- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;

- That public/private partnerships are determined to be necessary in order to achieve development goals;

- That without the development focus and resources provided for under the Act and as set forth in this Plan, growth and development would not reasonably be expected to be achieved;

- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment; and

- That the TIF Redevelopment Plan conforms to the Lincolnwood Comprehensive Plan, as detailed in Section III of this report.

It is further found, and certified by the Village, in connection to the process required for the adoption of this Plan pursuant to the Act, that the projected redevelopment of the RPA would not result in the displacement of ten (10) inhabited residential units or more, and that the RPA contains fewer than seventy-five (75) inhabited residential units. Therefore, *this Plan does not include a Housing Impact Study*.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the area in the aggregate is more than 1½ acres.

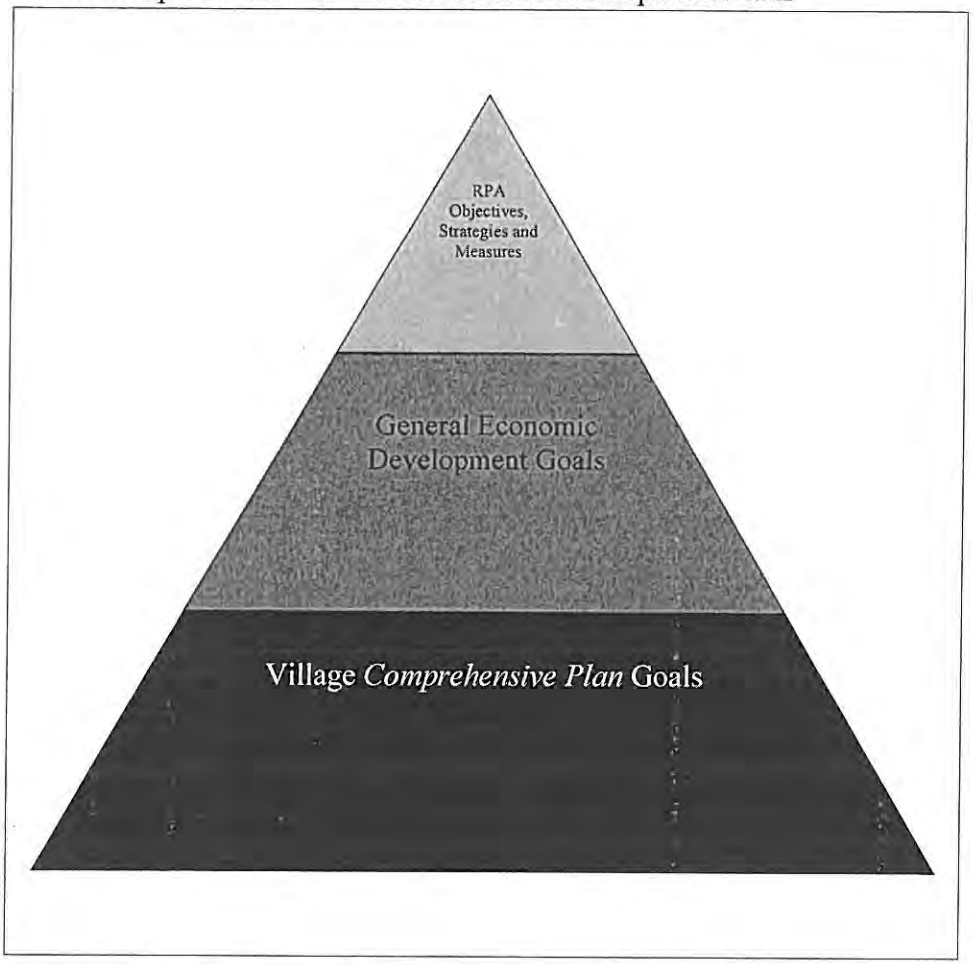
II. RPA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Appendix 1 and a Boundary Map is also attached in Appendix 2.

III. RPA GOALS AND OBJECTIVES

The Village has established a number of economic development goals, objectives, and strategies which would determine the kinds of activities to be undertaken within the North Lincoln TIF District. These efforts would conform to and promote the achievement of land use objectives in the Village's *Comprehensive Plan.*

Exhibit 1
Relationship of Land Use and Economic Development Plans



As indicated in the exhibit above, the Village's primary planning document is the *2016 Comprehensive Plan* which describes the overall vision for the Village and is the foundation for Village initiatives such as the North Lincoln TIF District. This overarching planning document determines future land uses and influences all other Village planning effort such as the TIF planning process.

General Economic Development Goals of the Village. Establishment of the North Lincoln RPA supports the following Village-wide objectives enunciated in the *Comprehensive Plan* that would directly determine future economic development activities and influence the parameters of future redevelopment projects.

Exhibit 2
Components of *Comprehensive Plan* Applicable to North Lincoln RPA

Objective	Policy (Excerpts)
Promote the growth and redevelopment of business and commercial areas.	• Maximize the benefit of existing businesses and potential commercial investment sites throughout Lincolnwood. • Monitor the status of the Purple Hotel redevelopment plan, and work with IDOT on improvements on Lincoln Avenue and Touhy Avenue to maximize access to the site. • Utilize the approval process for the Purple Hotel site as an opportunity to maximize public benefits related to open spaces, walkability, and design character. • Support the creation and development of commercial nodes along the Village's primary corridors. • Encourage the market-driven acquisition and redevelopment of residential lots adjacent to Lincoln Avenue Commercial uses in order to create more viable commercial blocks. • Repurpose and redevelop the former Purple Hotel site. • Attract and retain commercial uses, especially retail.
Vehicular traffic & circulation goals	• Continue to use development review and approval as a means of ensuring that large development projects provide logical connections to surrounding streets. • Continue to work with Cook County and IDOT to coordinate traffic management technologies to maximize efficiency in Lincolnwood and throughout the regional roadway network.
Bicycle & Pedestrian Mobility	• Create a comprehensive pedestrian network that connects residents to destinations throughout the Village and maximizes safety along and across major traffic corridors • Work with IDOT and Cook County to implement pedestrian crossing improvements. • Where possible, shorten pedestrian crossing distances through crosswalk configurations that are perpendicular to traffic flow. • Establish a bicycle network throughout the community with connections to the broader regional trail system. • Work with IDOT and Cook County to implement bicycle crossing improvements where designated trails and bike lanes cross major roadways.

Source: Village of Lincolnwood *Comprehensive Plan 2016*

Specific Objectives and Strategies for the RPA. The general goals for economic development cited above would be supported by specific objectives, strategies and performance measures that would "drive" the redevelopment activities undertaken within the RPA. The Lincoln Avenue Corridor Study identified a number of recommended actions or strategies that would be supported and potentially financed by TIF designation. (See table below.)

Exhibit 3
Components of *Lincoln Avenue Corridor Study* Applicable to North Lincoln RPA

Component	Recommended Strategies(Excerpts)
Public Streets and Spaces - Improvements in the public right-of-way which can help to create a pedestrian-friendly environment and foster a real sense of place.	• Continue and complete median landscaping throughout the corridor. • Diligently pursue parkway restoration whenever possible along Lincoln Avenue, including tree planting and sidewalk restoration. • Enhance crosswalk markings and designations, including signage. • Create and implement a unified streetscape plan for the corridor. • Side street vacations should be explored and examined at appropriate locations. • Consider creating three public focal points at key corridor locations.
Development Regulations - Regulations on private property and new development in the corridor.	• Modify the current land use code to allow for mixed use development and in-fill housing. Modify the Village Zoning Code to designate and regulate uses and encourage development in newly established business district hubs. • Prohibit new off-street parking lots in front of buildings along Lincoln Avenue. • Continue to require landscape screening of existing parking areas.

Source: Village of Lincolnwood *Lincoln Avenue Corridor Study*, 2005
(incorporated into the Village Comprehensive Plan)

TIF designation would allow the Village to pursue the following objectives within the RPA:

- Reduce or eliminate blight or other negative factors present within the area;
- Coordinate redevelopment activities within the RPA in order to provide a positive marketplace signal to private investors;
- Accomplish redevelopment over a reasonable time period;
- Create an attractive overall appearance for the area; and
- Further the goals and objectives of the Comprehensive Plan.

Ultimately, the implementation of the Redevelopment Project would contribute to the economic development of the area and provide new employment opportunities for Village residents.

The RPA-specific objectives would be fulfilled by the execution of certain strategies, including but not limited to the following:

- Facilitating the preparation of improved and vacant sites, while assisting private developers who would assemble suitable sites for modern development needs;
- Coordinate site preparation to provide additional land for new development, as appropriate;
- Fostering the replacement, repair, and/or improvement of infrastructure, including (as needed) sidewalks, streets, curbs, gutters and underground water and sanitary systems to facilitate the construction of new development within the RPA;
- Facilitating the provision of adequate on- and off-street parking within the RPA; and/or
- Coordinating development in tandem with any transportation system upgrades.

To track success in meeting RPA-specific objectives and strategies, the Village may wish to consider establishing certain performance measures that would help the Village monitor the projects to be undertaken within the RPA. The Government Finance Officers Association recommends that municipalities adopting TIF districts evaluate actual against projected performance (e.g., using metrics such as job creation or tax revenue generation). Exhibit 3 below identifies the types of performance measures the Village may consider to track the performance of projects within the RPA. (Section VI of this report discusses the types of projects that the Village may pursue within the RPA, with the caveat that specific projects at this point are only conceptual in nature.)

Exhibit 3
Examples of TIF Performance Measures

Measure	Examples
Input	Public investment ($) Private investment ($) Acres of land assembled for TIF Bond proceeds
Output/Workload	Jobs created or retained Number of streetscaping fixtures installed Commercial space created (square feet)
Efficiency	Leverage ratio (private investment / public investment) Cost per square foot of commercial space Public subsidies per job created/retained
Effectiveness	% change in assessed value (AV) in TIF versus AV in rest of Village % change in AV within TIF before and after TIF creation Municipal sales taxes before and after TIF creation
Risk	Debt coverage ratio Credit ratings of anchor tenants Tenant diversification (e.g., percent of total TIF EAV attributable to top 10 tenants in commercial development)

Source: *An Elected Official's Guide to Tax Increment Financing*, Government Finance Officers Association.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH; FISCAL IMPACT ON TAXING DISTRICTS

Evidence of the Lack of Development and Growth within the RPA. As documented in Appendix 5 of this Plan, the RPA has suffered from the lack of development and portions of the RPA would qualify as a blighted area and as a conservation area. In recent years, the area has not benefited from sustained private investment and/or development, instead suffering economic decline. Absent intervention by the Village, properties within the RPA would not be likely to gain in value.

The RPA exhibits various conditions which, if not addressed by the Village, would eventually result in blight. For example, structures and property improvements reflect declining EAV and obsolescence. These various conditions discourage private sector investment in business enterprises.

Assessment of Fiscal Impact on Affected Taxing Districts. It is not anticipated that the implementation of this Plan will have a negative financial impact on the affected taxing districts. Instead, action taken by the Village to stabilize and cause growth of its tax base through the implementation of this Plan will have a *positive impact* on the affected taxing districts by arresting the potential decline or lag in property values, as measured by assessed valuations (AV). In short, the establishment of a TIF district would protect other taxing districts from the potential downside risk of falling AV.

Should the Village achieve success in attracting private investment which results in the need for documented increased services from any taxing districts, the Village will consider the declaration of "surplus funds," as defined under the Act. Such funds which are neither expended nor obligated for TIF-related purposes can be used to assist affected taxing districts in paying the costs for increased services.

Any surplus Special Tax Allocation Funds (to the extent any surplus exists) will be shared in proportion to the various tax rates imposed by the taxing districts, including the Village. Any such sharing would be undertaken after all TIF-eligible costs – either expended or incurred as an obligation by the Village – have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the Village as provided by the Act.

An exception to the tax-sharing provision relates to the Village's utilization of TIF funding to mitigate the impact of residential redevelopment upon school and library districts. In such cases, the Village will provide funds to offset the costs incurred by eligible school and the library district in the manner prescribed by 65 ILCS Section 5/11-74.4.3(q)(7.5) of the Act. (Refer to Section VI of this Report, which describes allowable TIF project costs.)

V. TIF QUALIFICATION FACTORS PRESENT IN THE RPA

Findings. The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF district under the Act. Refer to the TIF Qualification Report, attached as Appendix 5 in this Plan.

Eligibility Survey. Representatives of KMA and Village staff evaluated the vacant portion of the RPA in 2010 and in 2018, and the improved portion in June 2018 to the date of this Plan. Analysis was aided by certain reports obtained from the Village, reports from Village engineering consultants, on-site due diligence, and other sources. In KMA's evaluation, only information was recorded which would help assess the eligibility of the area as a TIF District.

VI. REDEVELOPMENT PROJECT

Redevelopment Plan and Project Objectives. As indicated in Section III of this Report, the Village has established a planning process which guides economic development and land use activities throughout the Village. Consistent with the established planning process, the Village proposes to achieve economic development goals and objectives through the redevelopment of the North Lincoln RPA, pursuit of projects within the RPA, and the promotion of private investment via public financing techniques (including but not limited to tax increment financing).

The project-specific objectives envisioned for the North Lincoln RPA are as follows:

1) Implementing a plan that provides for the attraction of users to redevelop underutilized land and buildings that are available within the RPA.

2) Constructing public improvements which may include (if necessary):

   - Street and sidewalk improvements (including new street construction and widening of current streets; any street widening would conform with Village standards for context-sensitive design);
   - Utility improvements (including, but not limited to, water, stormwater management, and sanitary sewer projects consisting of construction and rehabilitation);
   - Signalization, traffic control and lighting;
   - Off-street parking and public parking facilities; and
   - Landscaping and beautification.

3) Entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of an interest rate subsidy as allowed under the Act.

4) Providing for site preparation, clearance, environmental remediation, and demolition, including grading and excavation (any demolition activities would conform to Village criteria for allowing demolition).

5) Exploration and review of job training programs in coordination with any Village, federal, state, and county programs.

Redevelopment Activities. Pursuant to the project objectives cited above, the Village will implement a coordinated program of actions. These include, but are not limited to, acquisition, site preparation, clearance, demolition, provision of public infrastructure and related public improvements, and rehabilitation of structures, if necessary. Such activities conform to the provision of the TIF Act that define the scope of permissible redevelopment activities.

Site Preparation, Clearance, and Demolition

Property within the RPA may be acquired and improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Land Assembly

Certain properties in the RPA (or the entire RPA) may be acquired, assembled and reconfigured into appropriate redevelopment sites. It is expected that the Village would facilitate private acquisition through reimbursement or write-down of related costs, including the acquisition of land needed for construction of public improvements. Relocation may also be required and the Village would conform to the provisions of the Act.

Public Improvements

The Village may, but is not required to, provide public improvements in the RPA to enhance the immediate area and support the Plan. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains as well as sanitary and storm sewer systems, roadways, and traffic-related improvements;
- Parking facilities (on grade and parking structures); and
- Beautification, identification markers, landscaping, lighting, and signage of public right-of-ways.

Rehabilitation/Taxing District Capital Costs

The Village may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conform to Village code provisions. Improvements may include exterior and facade-related work as well as interior-related work. Certain taxing district capital costs may also be funded pursuant to the Act, if necessary, and as provided for in the Act.

Interest Rate Write-Down

The Village may enter into agreements with for-profit or non-profit owners/developers whereby a portion of the interest cost for construction, renovation or rehabilitation projects are paid for out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

Job Training

The Village may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

School and Library District Costs

The Village may provide for payment of school district and library district costs as provided for in the Act relating to residential components assisted through TIF funding.

General Land Use Plan. As noted in Section I of this report, the RPA currently contains primarily commercial and vacant land uses.

Existing land uses are shown in Appendix 3 attached hereto and made a part of this Plan. Appendix 4 designates intended land uses in the Redevelopment Project Area including mixed use with residential, commercial, and retail uses. Future land uses will conform to the Zoning Ordinance and the *Comprehensive Plan* as either may be amended from time to time.

Additional Design and Control Standards. The appropriate design standards (including any Planned Unit Developments) as set forth in the Village's Zoning Ordinance and/or *Comprehensive Plan* shall apply to the RPA.

Estimated Redevelopment Project Costs. Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to this Redevelopment Plan and Project. Private investments, which supplement "Redevelopment Project Costs", are expected to substantially exceed such Redevelopment Project Costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special

services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, "redevelopment project costs" shall not include lobbying expenses;

1.1 After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;

2. The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

5. Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November, 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st

General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

6. Costs of job training and retraining projects including the costs of 'welfare to work" programs implemented by businesses located within the redevelopment project area;

7. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

8. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

9. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:

   a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as

authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

(i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;

(ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and

(iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act.

b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than $5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

(i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;

(ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and

(iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.

c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply. Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

10. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act shall be paid to the library district by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons

eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed $120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund.

A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;

12. Payment in lieu of taxes;

13. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education

or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;

14. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;

b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;

c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;

d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;

e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);

f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction

of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants.

The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.

16. Unless explicitly stated herein the costs of construction of new privately owned buildings shall not be an eligible redevelopment project cost;

17. After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;

18. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown on the next page. Adjustments to these cost items may be made without amendment to the Redevelopment Plan and Project.

Projected Redevelopment Project Costs. Estimated project costs are shown in Exhibit 4 below. Adjustments to estimated line-item costs below are expected and may be made without amendment to the Redevelopment Plan. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act.

Further, the projected cost of an individual line-item as set forth below is not intended to place a limit on the described line-item expenditure. Adjustments may be made in line-items, either increasing or decreasing line-item costs for redevelopment. The specific items listed below are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the *total amount* of payment for eligible redevelopment project costs (the "Total Estimated TIF Budget" in Exhibit 4) shall not exceed the amount set forth below, as adjusted pursuant to the Act.

As explained in the following sub-section, incremental property tax revenues from any contiguous RPA may used to pay eligible costs for the North Lincoln RPA.

Exhibit 4
RPA Project Cost Estimates

Program Actions/Improvements	Estimated Costs
Land Acquisition and Relocation	$2,267,000
Site Preparation, Including Environmental Remediation, Demolition, and Site Grading	5,290,000
Utility Improvements (Including Water, Storm, Sanitary Sewer, Service of Public Facilities, and Road Improvements)	16,248,000
Public Improvements/Facilities and Parking Structures	21,915,000
Rehabilitation of Existing Structures	2,267,000
Interest Costs Pursuant to the Act	2,645,000
Professional Service Costs (Including Planning, Legal, Engineering, Administrative, Annual Reporting, and Marketing)	2,040,000
Job Training	453,000
Statutory School and Library District Payments	2,040,000
TOTAL ESTIMATED TIF BUDGET	$55,165,000

Notes:
(1) All project cost estimates are in 2018 dollars. Costs may be adjusted for inflation per the TIF Act.
(2) In addition to the costs identified in the exhibit above, any bonds issued to finance a phase of the Project may include an amount sufficient to pay (a) customary and reasonable charges associated with the issuance of such obligations, (b) interest on such bonds, and (c) capitalized interest and reasonably required reserves.

(3) Adjustments to the estimated line-item costs above are expected. Adjustments may be made in line-items within the total, either increasing or decreasing line-items costs for redevelopment. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The totals of the line-items set forth above are not intended to place a total limit on the described expenditures, as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection the redevelopment of the RPA – provided the total amount of payment for eligible redevelopment project costs shall not exceed the overall budget amount outlined above.

Sources of Funds to Pay Redevelopment Project Costs. Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from incremental property tax revenues, proceeds from municipal obligations to be retired primarily with such revenues, and interest earned on resources available but not immediately needed for the Plan. In addition, pursuant to the TIF Act and this Plan, the Village may utilize net incremental property tax revenues received from other contiguous RPAs to pay eligible redevelopment project costs or obligations issued to pay such costs in contiguous project areas. This would include contiguous TIFs that the Village may establish in the future. (Conversely, incremental revenues from the North Lincoln TIF may be allocated to any contiguous TIF Districts.)

Redevelopment project costs as identified in Exhibit 4 specifically authorize those eligible costs set forth in the Act and do not address the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed. TIF or other public sources are to be used, subject to approval by the Village Board, only to leverage and commit private redevelopment activity.

The incremental tax revenues which will be used to pay debt service on the municipal obligations (if any) and to directly pay redevelopment project costs shall be the incremental increase in property taxes. The property tax increment would be attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA – over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2017 tax year for the RPA as determined by the Cook County Clerk's office.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

Nature and Term of Obligations to Be Issued. The Village may issue obligations secured by the Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its power pursuant to the Illinois State Constitution.

Any and all obligations issued by the Village pursuant to this Plan and the Act shall be retired not more than twenty-three (23) years after the date of adoption of the ordinance approving the RPA, or as such a later time permitted pursuant to the Act and to the extent such obligations are reliant upon the collection of incremental property tax revenues from the completion of the twenty-third year of the TIF, with taxes collected in the twenty-fourth year. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance.

One or more series of obligations may be issued from time to time in order to implement this Plan. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year. The total principal and interest may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Certain revenues may be declared as surplus funds if not required for: principal and interest payments, required reserves, bond sinking funds, redevelopment project costs, early retirement of outstanding securities, or facilitating the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan. Such surplus funds shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds. Further, the securities may be offered on such terms as the Village may determine, with or without the following features: capitalized interest; deferred principal retirement; interest rate limits (except as limited by law); and redemption provisions. Additionally, such securities may be issued with either fixed rate or floating interest rates.

Most Recent Equalized Assessed Valuation for the RPA. The most recent equalized assessed valuation for the RPA is based on the 2017 EAV, and is estimated to be approximately $3,882,634.

Anticipated Equalized Assessed Valuation for the RPA. Upon completion of the anticipated private development of the RPA over a twenty-three (23) year period, it is estimated that the EAV of the property within the RPA would increase to approximately $45,000,000 to $55,000,000 depending upon market conditions and the scope of the redevelopment projects.

VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

Redevelopment Project. The Village will implement a strategy with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken.

The Redevelopment Project will begin as soon as the private entities have obtained financing approvals for appropriate projects and such uses conform to Village zoning and planning requirements, or if the Village undertakes redevelopment activities pursuant to this Plan. Depending upon the scope of the development as well as the actual uses, the following activities may be undertaken by the Village:

- Land Assembly and Relocation: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site, with relocation costs undertaken as provided by the Act. It is expected that the Village would facilitate private acquisition through reimbursement or write-down of related costs, including the acquisition of land needed for construction of public improvements.

- Demolition and Site Preparation: The existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition of certain parcels may be necessary for future projects. Additionally, the redevelopment plan contemplates site preparation, or other requirements including environmental remediation necessary to prepare the site for desired redevelopment projects.

- Rehabilitation: The Village may assist in the rehabilitation of buildings or site improvements located within the RPA.

- Landscaping/Buffering/Streetscaping: The Village may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

- Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The Village may also undertake the provision of necessary detention or retention ponds.

- Roadway/Street/Parking Improvements: The Village may widen and/or vacate existing roads. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Parking facilities may be constructed that would be available to the public. Utility services may also be provided or relocated in order to accommodate redevelopment activities.

- Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

- Public Safety-Related Infrastructure: Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.

- School District and Library District Costs: Provide for the payment of such costs pursuant to the requirements of the TIF Act.

- Interest Costs Coverage: The Village may fund certain interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.

- Professional Services: The Village may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The Village may reimburse itself from annual tax increment revenue if available.

Commitment to Fair Employment Practices and Affirmative Action. As part of any Redevelopment Agreement entered into by the Village and any private developers, both parties will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs, and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and compliance with applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs. This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) years after the adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the ordinance approving the RPA is adopted.

VIII. PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT

This Plan may be amended pursuant to the provisions of the Act.

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APPENDIX 1

Legal Description of Project Area

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LEGAL DESCRIPTION OF NORTH LINCOLN REDEVELOPMENT AREA

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Commencing at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue, being the Point of Beginning; thence East along the South line of Touhy Avenue to a point of intersection with the centerline of Lincoln Avenue; thence Northwesterly along said centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the North Line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue; thence Southwest along the North Line of said Lot 3 to the southwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Southeast along said extension to the Point of Beginning., in Cook County, Illinois.

AND

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline of the intersection of the North line of Lot 3 of Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the South Line of Lot 4 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue, the Point of Beginning;

thence Northwest along the centerline of Lincoln Avenue to the intersection of the centerline of Lincoln Avenue and the extension of the North line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood; then Southwest along the North Line of said Lot 3 to the Northwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Northwest along the West Line of Lot 7; then north along the West Line of Lot 7; thence Northwest to the Northwest corner of Lot 6; thence Southeast to the Southwest corner of Lot 4; thence Northeast to the Point of Beginning, in Cook County, Illinois.

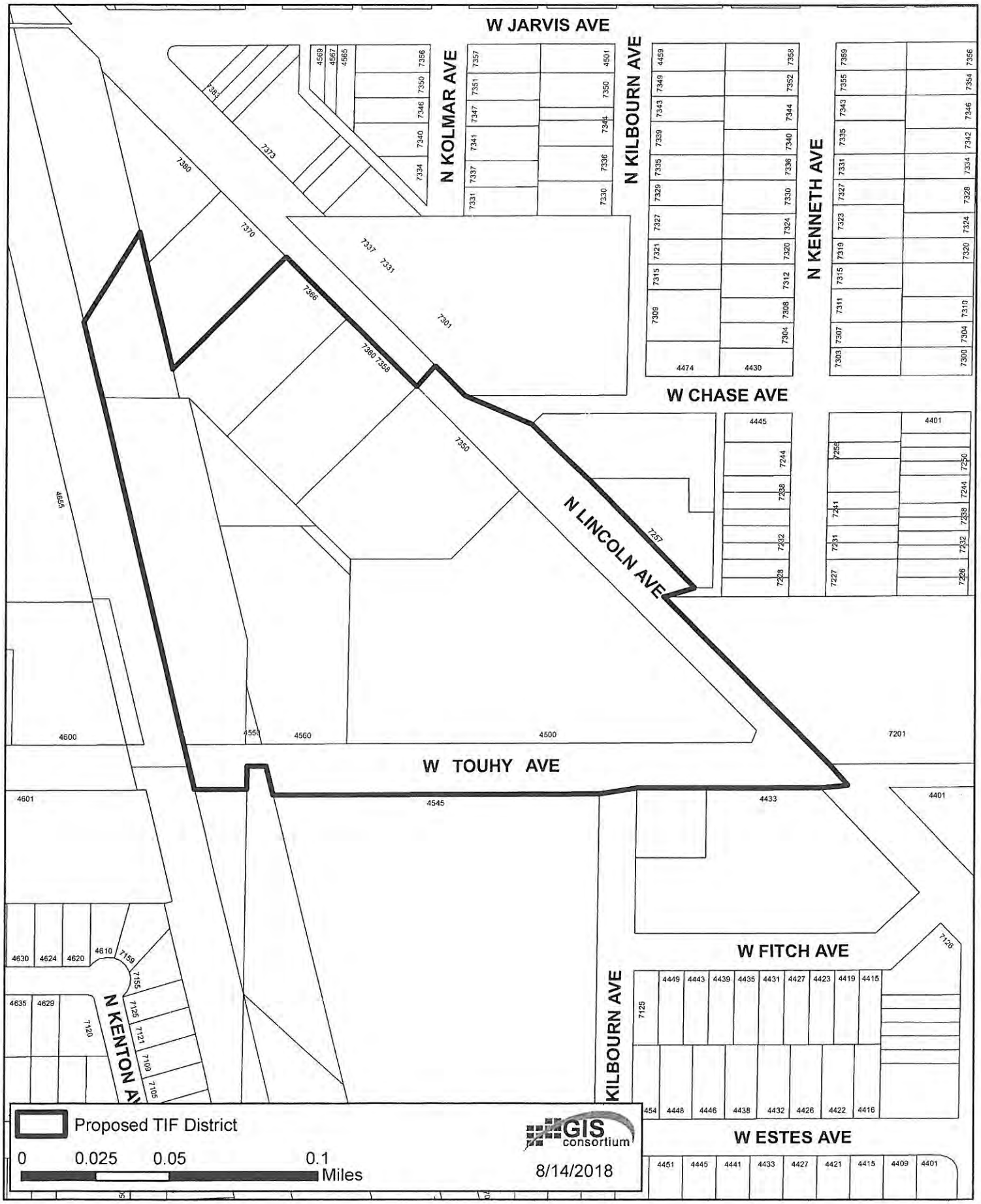
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APPENDIX 2

Boundary Map of RPA

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TIF Boundary Map



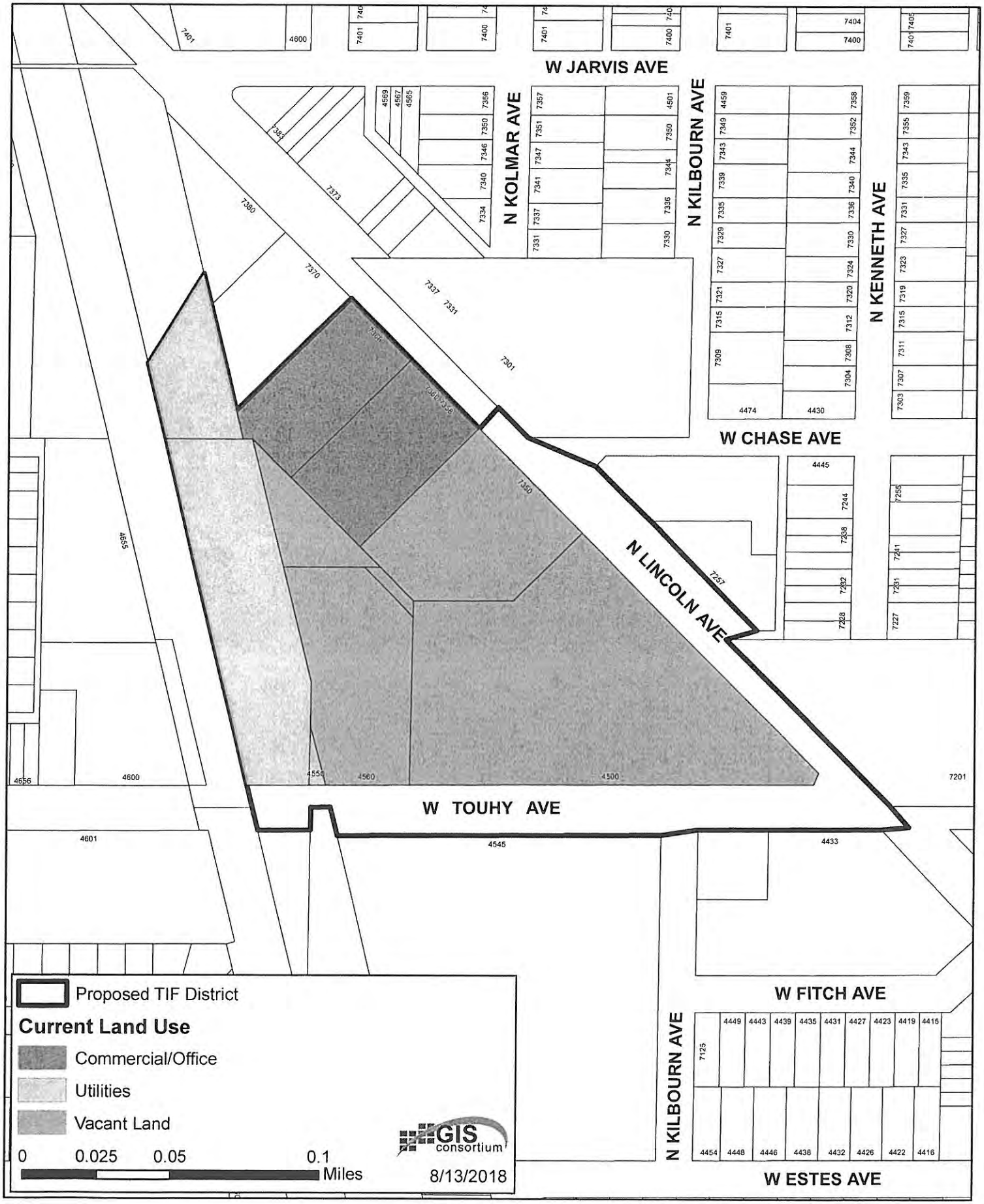
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APPENDIX 3

Existing Land Use Map of RPA

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Proposed North Lincoln TIF District
Current Land Use



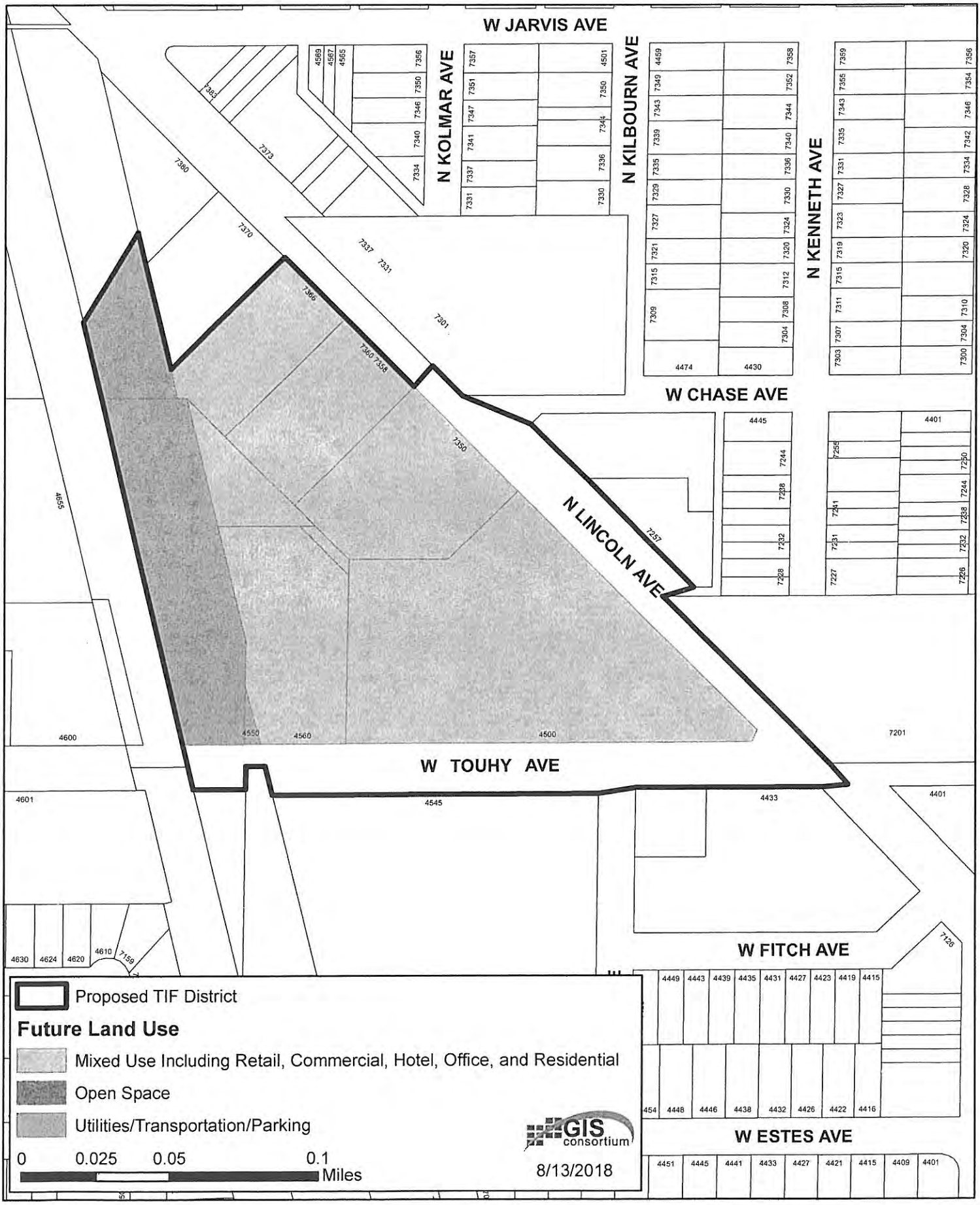
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APPENDIX 4

Future Land Use Map of RPA

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Proposed North Lincoln TIF District
Future Land Use



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APPENDIX 5

TIF Qualification Report

Prepared by Kane, McKenna and Associates

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DRAFT
08/22/18

VILLAGE OF LINCOLNWOOD

TIF QUALIFICATION REPORT

NORTH LINCOLN TIF DISTRICT

A study to determine whether certain properties within the Village of Lincolnwood qualify as a blighted vacant area and as a conservation area as defined in the Tax Increment Allocation Redevelopment Act of Chapter 65, 5/11-74.4-1, et. seq., as amended of the Illinois Compiled Statues.

Prepared for: Village of Lincolnwood, Illinois

Prepared by: Kane, McKenna and Associates, Inc.

August 2018

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TIF QUALIFICATION REPORT
NORTH LINCOLN TIF DISTRICT

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EXHIBITS

EXHIBIT A - BOUNDARY MAP AND PARCEL LIST

INTRODUCTION

Kane, McKenna and Associates, Inc. ("KMA") has been retained by the Village Lincolnwood (the "Village") to conduct an analysis of the qualification of an area that would be included in the proposed North Lincoln Tax Increment Finance (TIF) District. The Village is pursuing the effort as part of its ongoing strategy to promote the revitalization of key under-utilized properties located within the Village.

The Village has two principle aims in pursuing the TIF District designation. The first goal is to promote redevelopment of properties that have experienced certain impediments such as obsolescence, excessive vacancies, and deterioration. The TIF District designation would enable the Village to address area-wide impediments such as deleterious layout and inadequate utilities, as well as the impediments above.

Secondly, TIF action would address the limited opportunities the Village has to encourage new commercial growth and mixed residential/commercial uses within a "land-locked" community. Because the Village (a) is a mature community that can no longer grow through annexation, (b) has few parcels of undeveloped land remaining within Village limits, and (c) has few groupings of properties served by major roadways, the targeted redevelopment area provides a rare opportunity to undertake major new reinvestment projects. By so doing, it would support the Village's strategy for the encouragement of growth through the reuse and redevelopment of older or under-utilized properties.

Based upon the analysis completed to date, KMA has reached the following conclusions regarding the qualification of the TIF District:

1) *Improved land within the TIF District as proposed qualifies as a "conservation area" pursuant to the Act* – The TIF District qualifies as a conservation area under the Illinois Tax Increment Allocation Redevelopment Act (ILCS 5/11-74.4-1 et. seq., as amended; hereinafter referred to as the "TIF Act" or "Act"). This condition prevents, or threatens to prevent, the healthy economic and physical development of properties in a manner that the community deems essential to its overall economic health. These properties include two (2) existing commercial buildings and the adjacent Com Ed right of way.

2) *Vacant land within the proposed TIF District qualifies as a "blighted vacant area" pursuant to the Act.* The vacant land has proved to lack economic viability for development due to certain adverse conditions identified in Section V of this report. As a result, it prevents or threatens to prevent the health economic and physical development of properties the community deems essential to its overall economic health. In the opinion of KMA the subject vacant land meets the requirements for designation as a blighted vacant area under the Act. The vacant land includes the site of the former Purple Hotel and two (2) adjacent commercial structures – all of which were demolished in 2013.

3) *The blighting conditions found within the proposed TIF District present a serious barrier to the area's successful redevelopment.* Blighting factors negatively impact coordinated and substantial private sector investment in the overall area under consideration as a TIF District. Without Village planning and use of economic development resources in eliminating such factors, potential redevelopment projects (along with other activities that require private sector investment) are not likely to be economically feasible.

4) *There are several potential redevelopment sites within the proposed TIF District.* These sites could produce sufficient incremental property tax revenue that, if used in combination with other Village resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites located within the study area.

5) *Formal designation recommended.* To address current conditions, to promote the economic viability of the proposed TIF District, and to foster private sector investment and redevelopment efforts, KMA recommends that the Village proceed with the formal TIF designation process for the entire area under consideration.

The KMA analysis of the proposed TIF District in conjunction with the statutory criteria is detailed in the following pages.

I. BACKGROUND

In reviewing the North Lincoln Tax Increment Financing District, the Village of Lincolnwood has evaluated certain parcels in the vicinity of Touhy and Lincoln Avenue to determine whether they qualify under the TIF Act for inclusion in the district, Kane, McKenna and Associates, Inc. agreed to undertake the study of the RPA on the Village's behalf.

Economic Development Goals.
The Village's general economic development goals are to enhance business, commercial, industrial, and mixed use opportunities while at the same time advancing certain other goals identified in the Village's *2016 Comprehensive Plan* (e.g., improving the appearance of arterial roads). Given the Village's goals as well as the conditions described in this Report, the Village has made a determination that it is highly desirable to promote the ongoing redevelopment of the North Lincoln Tax Increment Financing District (the "TIF District," "Redevelopment Project Area" or "RPA"). Absent an implementation plan for redevelopment, Village officials believe adverse conditions will worsen. The Village intends to implement such a plan in order to restore, stabilize, and increase the economic base associated with the TIF District, which will not only benefit the community as a whole but also generate additional tax revenues to support municipal improvements.

Because of the conditions observed in the RPA and the required coordination for future land uses, the Village is favorably disposed toward supporting redevelopment efforts. The Village has determined that redevelopment should take place through the benefit and guidance of comprehensive economic planning by the Village. Through this coordinated effort, conditions within the TIF District are expected to improve and development barriers to be mitigated.

The Village has further determined that redevelopment is feasible only with public finance assistance. The creation and utilization of a TIF redevelopment plan is intended by the Village to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the TIF District.

The use of TIF relies upon induced private redevelopment in the RPA to create higher real estate values that would otherwise decline without such investment. This would result in increased property taxes compared to the previous land use (or lack of use). In this way, the existing tax base for all tax districts would be protected and a portion of future increased taxes pledged to attract the requisite private investment.

Current Land Use.
The TIF District is north and south of the Lincoln-Touhy Avenue intersection. Portions of the TIF District contained primarily hotel uses (prior to demolition in 2013) whereas the other portions include commercial and office uses (still remaining on Lincoln Avenue north of the vacant hotel site). Refer to Exhibit A which provides a boundary map of the TIF District as proposed.

The TIF District has a number of important assets:

- Both Lincoln Avenue and Touhy Avenue are major arterial roads and as such have the traffic counts necessary to support commercial, retail and mixed uses;

- The Lincoln/Touhy study area is situated in the midst of a number of retailers, other commercial uses, and residential uses that would complement any new uses with the study area;

- The area is close to the Interstate 94 access ramps;

- The area is potentially "walkable" in terms of facilitating future pedestrian-oriented plans envisioned in the *Lincoln Avenue Corridor Study* (since residential areas and parks are within walking distance); and

- Lincoln Avenue has had certain public improvements, just outside of the study area that would complement potential investments within the TIF District.

On the latter point, the area is nearly equidistant between two Metra train lines with nearby stops in Morton Grove and Chicago (Edgebrook) to the west and Evanston to the east. It is also close to a CTA Red Line train stop due east as well as a CTA Yellow Line train stop recently opened to the north in Skokie. Further, the Village prior to the recent recession made a number of public investments to improve the function and appearance of Lincoln Avenue pursuant to the *Lincoln Avenue Corridor Study*. TIF financing would enable the Village to continue and deepen this existing program.

Finally, the RPA is an unusually large, developable site. Because the Village is an established, "build-out" community, there are very few large scale parcels available for development that are comparable to the targeted site.

Despite its potential advantages, many parcels in the area are underutilized. The TIF District as a whole suffers from a variety of economic development impediments as identified in the TIF Act, such as excessive vacancies and obsolescence. In comparison to the balance of Village taxable value, the TIF district property valuations have lagged behind the Village's annual growth rates. Section V of this report identifies other impediments to redevelopment.

General Scope and Methodology.
KMA formally began its analysis by conducting a series of meetings and discussions with Village staff, starting in March 2017 and continuing periodically up to the date of this report's issuance. Vacant portions (previously improved) were initially reviewed in 2010. The purpose of the meetings was to establish boundaries for the TIF District and to gather data related to the qualification criteria for properties included in the TIF District. These meetings were complemented by a series of field surveys of the entire area to evaluate the condition of the TIF District on a parcel-by-parcel basis. The field surveys and data collected have been utilized to test the likelihood that various areas located within the TIF District would qualify for TIF designation.

For the purpose of the study, properties within the TIF District were examined in the context of the TIF Act governing improved and vacant areas. The qualification factors discussed in this report qualify the area as a conservation area and a blighted vacant area as the terms are defined under the TIF Act.

During the course of its work, KMA reported to key Village staff its findings regarding TIF qualification and redevelopment prospects for the area under study. Based on these findings the Village (a) confirmed the TIF District boundaries and (b) directed KMA to complete this report and to move forward with the preparation of a Redevelopment Plan and Project for the TIF District.

For additional information about KMA's data collection and evaluation methods, refer to Section IV of this report.

II. QUALIFICATION CRITERIA USED

With the assistance of Village staff, Kane, McKenna and Associates, Inc. evaluated the TIF District to determine the presence or absence of qualifying factors listed in the TIF Act. The relevant sections of the TIF Act are found below.

The TIF Act sets out specific procedures which must be adhered to in designating a TIF District/Redevelopment Project Area. By definition, a Redevelopment Project Area is:

> "An area designated by the municipality, which is not less in the aggregate than 1½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a combination of both blighted areas and conservation areas."

Under the Act, "conservation area" means any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality where certain conditions are met, as identified below.

TIF Qualification Factors for a Conservation area.
In accordance with the Illinois TIF Act, KMA performed a two-step assessment to determine if the proposed RPA qualified as a conservation area. First, KMA analyzed the threshold factor of age to determine if 50% or more of the structures were 35 years of age or older.

Secondly, if a proposed conservation area meets the age threshold, then the following factors are to be examined to determine TIF qualification:

> If a *conservation area,* industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonable find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:
>
> (A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
>
> (B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutter, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following

conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up. The Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

(L) Lack of Community Planning. The Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) "Stagnant" or Lagging EAV. The total equalized assessed value (EAV) of the Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

TIF Qualification Factors for a Vacant Area

In accordance with the Illinois TIF Statute, KMA assessed the following factors to determine TIF qualification for the proposed RPA characterized as "blighted-vacant." Per the statute, such an area meets state standards provided that:

> If *vacant,* the sound growth of the redevelopment project area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area:
>
> 1) Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.
>
> 2) Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.
>
> 3) Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.
>
> 4) Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
>
> 5) The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for – or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for – the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

6) The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designate.

TIF Qualification Factors for a Vacant Area (Stand-Alone Factors)

In accordance with the Illinois TIF Statute, KMA assessed the following stand-alone factors to determine TIF qualification for the proposed RPA characterized as "blighted-vacant." Per the statute, such an area meets state standards provided that:

If *vacant*, the sound growth of the redevelopment project area is impaired by one (1) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area:

1) The area consists of one or more unused quarries, mines, or strip mine ponds.

2) The area consists of unused railyards, rail tracks, or railroad rights of way.

3) The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.

4) The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.

5) Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

6) The area qualified as a "blighted area" immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

III. THE TIF DISTRICT AREA

The TIF District contains parcels located north and west of the Lincoln/ Touhy Avenue intersection. Please refer to Exhibit 2 of the TIF Plan which contains a map showing the boundaries of the TIF District.

The core area of the existing TIF District includes the parcel where the Purple Hotel was formerly located, as well as four ancillary commercial structures. Historically, it was an active, commercially successful hotel that was part of a national chain. Over time, the hotel's operations declined and at the time of closing, it was independently operated as "the Purple Hotel." The Purple Hotel was closed in 2007 due to myriad building code, fire code and other municipal infractions, and then was demolished in November 2013 along with the two ancillary buildings. The RPA improved parcels also are experiencing economic challenges as well, such as obsolescence.

Despite the obsolescence and ongoing vacancies associated with the former hotel properties, the overall Lincoln Avenue corridor has a number of assets as identified in Section I above. In addition to traffic volume desirable for retail, commercial and mixed uses, it has a number of other advantages that could be leveraged in the future – e.g., transportation assets – and it is a general priority for Village planning efforts (per the *Lincoln Avenue Corridor Study)*.

IV. METHODOLOGY OF EVALUATION

In evaluating the TIF District designation, the following methodology was utilized:

1) Site surveys of the TIF District were undertaken by representatives from Kane, McKenna and Associates, Inc., supplemented with photographic analysis of the sites. Site surveys were completed for each parcel within the TIF District.

2) KMA performed EAV trend analysis to ascertain whether EAV growth in the RPA declined, or was below the CPI, or had underperformed EAV growth in the remaining part of the Village.

3) KMA conducted evaluations of exterior structures and associated site improvements, noting such conditions as deterioration and obsolescence. Additionally, KMA reviewed the following data: 2011-2017 tax information from Cook County, tax parcel maps, site data, local history (based on discussions with Village officials and staff), and an evaluation of area-wide factors that have affected the area's development (e.g., lack of community planning, code violations, obsolescence, etc.).

4) Existing structures and site conditions were initially surveyed for the purpose of comparing said conditions against the TIF Act criteria, to the best and most reasonable extent possible.

5) The RPA was examined to assess the applicability of the factors required for qualification for TIF designation under the TIF Act. KMA evaluated parcels by reviewing the information obtained for each factor against the relevant statutory criteria. Improved land within the RPA was examined to determine the applicability of the thirteen (13) different factors for qualification for TIF designation under this statute and vacant land was examined in relation to the factors related to the blighted vacant six (6) different factors plus the "stand alone" factors) (referenced in Section II of this report).

V. QUALIFICATION FINDINGS

Based upon KMA's evaluation of parcels in the TIF District and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification for inclusion into the TIF District. These factors are found to be clearly present and reasonably distributed throughout the RPA as required under the TIF Act. The factors are summarized in the table below. Many of the "area wide" factors (e.g., inadequate utilities, lack of community planning and deleterious layout are still present – similar to the 2010 findings).

Summary of Findings – Conservation Area

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in TIF District
13	3	7 • Excessive Vacancies • Obsolescence • Declining/Lagging EAV • Deleterious Layout • Lack of Community Planning • Deterioration • Inadequate Utilities

Findings for Conservation Area.
The TIF District is found to qualify as a conservation area under the statutory criteria set forth in the TIF Act. As indicated in Section II, KMA performed a two-step assessment, first finding that 50% (1 of 2) buildings within the conservation area were 35 years of age or greater. The conservation area includes all properties except the former Purple Hotel and related tax parcels located north of Touhy Avenue and west of Lincoln avenue (now vacant).

As a second step, KMA reviewed the criteria needed to qualify the area as a conservation area, determining that seven (7) factors were likely to be present, as follows:

1) Excessive Vacancies.
The Act states that this finding is characterized by the presence of unoccupied or underutilized buildings that represent an adverse influence on the area. Two (2) of the commercial buildings have reported ongoing vacancies to the County Assessor's Office as the basis for valuation reductions.

In addition, the vacant buildings and adjacent surface improvements generally exhibit some aspects of deferred maintenance deterioration. Because of the reduced economic activity associated with vacancies and the deteriorated physical condition – in conjunction with their prominent location along Lincoln Avenue – they represent an adverse influence on the overall TIF District "trade area."

2) Obsolescence.

The Act states that obsolescence is the condition or process of falling into disuse or structures that have become "ill-suited" for their original use. The area exhibits both economic and functional obsolescence.

Economic obsolescence is evidenced primarily by declining EAV (see sub-section 3 below) and excessive vacancies. Excessive vacancies in particular results in the literal "disuse" of buildings. As noted above, two buildings are partially vacant. Furthermore, these obsolete and vacant structures have a negative "spill-over" effect on the area and may deter other property owners from reinvesting in their own businesses.

Functionally, the area is experiencing obsolescence related to its general age. One of the twor structures are over 35 years in age, according to Cook County Assessor data. The combination of age and certain evolving standards in commercial building design limits the competitiveness of the older buildings – i.e., limits their utility as efficient, marketable workspace. For example, certain commercial buildings provide limited parking and have inadequate circulation for vehicles. Area-wide factors such as inadequate utilities (discussed below) also contribute toward the obsolescence factor and act as a development impediment for Lincoln-Touhy businesses.

3) Declining or Lagging EAV.

The EAV of the TIF District improved area has declined during three (3) of the past five (5) years (refer to chart below). Additionally, the EAV has also lagged the Consumer Price Index (CPI) for three (3) of the past five (5) years and lagged behind the balance of the Village EAV for four (4) of the past five (5) years. Therefore, a finding of declining or lagging EAV is made pursuant to the TIF Act.

Exhibit 2
EAV Trends for Proposed Conservation Area

	2017	2016	2015	2014	2013	2012
Total EAV for Area	$2,692,306	$2,570,407	$2,344,336	$2,657,181	$2,478,272	$3,111,975
Annual Change	**4.797%**	**9.64%**	**-11.77%**	**-3.3%**	**-11.6%**	
Village EAV (Excluding Area)	$667,413,704	$655,495,441	$563,839,540	$570,558,642	$639,968,607	$690,522,026
Annual Change	1.82%	16.26%	-1.74%	0.57%	-10.85%	
CPI	**2.10%**	**1.30%**	**0.10%**	**1.60%**	**1.50%**	

Source: Cook County and U.S. Bureau of Labor Statistics.

4) Deleterious Layout and Land Use.

As noted in Section II, a municipality can make a finding of deleterious layout or land use when there exists (a) incompatible land-use relationships, (b) buildings occupied by inappropriate mixed-uses or uses considered to be noxious, or (c) uses offensive or unsuitable for the surrounding area. Most of the problems in the area reflect incompatible land use relationships.

Two major land use issues are the insufficient allocation of parking spaces (discussed in sub-section 5 below) and the coordination of ingress/egress. There are not transitional frontage roads that would separate slower moving traffic approaching a business (e.g., to park or unload cargo) from faster moving commuters using Touhy or Lincoln Avenues purely to drive through the Village. Such frontage roads would also facilitate internal circulation of traffic among adjoining businesses.

The issue of poor ingress/egress is magnified by the fact that Touhy and Lincoln Avenues are major arterial roads used by trucks and automobiles. According to Illinois Department of Transportation data (as reviewed with Village staff), among all east/west routes in or near the Village, Touhy Avenue has one of the highest average daily vehicle counts. By comparison, other major east/west streets such as Pratt Avenue and Howard Street have lower counts on either side of Lincoln Avenue. Lincoln Avenue north of the Touhy intersection also has a relatively high traffic count.

Many of the land use and layout problems identified by KMA were previously identified in the 2005 Lincoln Avenue Corridor Study (which was incorporated into the Village Comprehensive Plan) and have yet to be addressed. As stated in the report, "Lincoln Avenue runs through the Village on a diagonal to the overall grid system of streets. This results in a number of odd or irregularly shaped parcels at various corners which can

inhibit typical development. Moreover, many of the parcels fronting along Lincoln have rather short depths, limiting to a degree their usefulness and redevelopment potential. This is compounded by the close proximity of single family homes to the corridor, some of which utilize shared alleyways with Lincoln Avenue properties and others which have no alley whatsoever. Much of the existing development along the street was developed without adequate barriers or buffering measures with residential areas. This lack of buffering combined with short parcel depths and irregular parcel configurations can and often has produced land use conflicts."

Additionally, the report identifies inadequacies with respect to future land use goals, particularly the goal of pedestrian-oriented development in the area. The report states that "Existing conditions in the right-of-way, coupled with its physical width, currently inhibit safe pedestrian crossings and help aid in the dominance of the auto in the corridor. The conditions and width of this right-of-way, currently an impediment to a pedestrian friendly environment, can however be smartly designed to create a unique sense of place and a friendly pedestrian environment." It should be noted that "pedestrian friendly" land use planning elements have not yet been implemented within the Lincoln/Touhy area. These land use elements currently lacking include:

- Median landscaping;
- Parkway restoration;
- Additional parking on Lincoln Avenue, as a "traffic calming" step; and
- Tighter regulation of curb cuts.

5) Lack of Community Planning.

As noted in Section II, a municipality may make a finding of "lack of community planning" if the area was developed prior to or without the guidance of a community plan. This factor may be documented by "inadequate street layout" or "other evidence demonstrating an absence of effective community planning."

As noted in sub-section 4) above, a major land use issue is the coordination of ingress/egress. There are not transitional frontage roads that would separate slower moving traffic from faster moving commuters using Touhy or Lincoln Avenues. The issue of poor ingress/egress is magnified by the fact that Touhy and Lincoln Avenues are major arterial roads used by trucks and automobiles.

Coordination and planning in relation to potential reuses (internal traffic circulation, buffering, parking, etc.) also need to be addressed in order to provide for redevelopment of sites. For example, one of the buildings along Lincoln Avenue has insufficient parking relative to modern Village standards: the site has approximately 63 parking spaces but would be required (for new construction) to have 132 spaces in order to conform to modern Village planning standards.

As mentioned, many of the land use and layout problems identified by KMA were previously identified in the 2005 *Lincoln Avenue Corridor Study* (which was incorporated into the Village *Comprehensive Plan*) and have yet to be addressed, including potential reuse for mixed commercial and residential redevelopment.

6) Deterioration.

As noted in Section II, deterioration is a qualification factor under the TIF Act, if it is observed amid surface improvements and/or structures. Deterioration was observed in the condition of surface improvements adjacent to the structures as well as the ComED parcel: parking lots and parking lot "aprons" or driveways reflect deterioration in terms of linear surface cracks, potholes, depressions (where the surface pavement may be intact but the sub-base is compressed), and loose paving materials.

Because of the widespread cracking, the parking lots needed resurfacing or resealing. Said surface deterioration was identified for the majority of the parcels. Moreover, because parking lots constitute a large portion of the overall "footprint" of the overall area, the inadequately maintained lots, in combination with the lack of landscaping and screens discussed above, have a negative aesthetic impact on the area.

In addition to surface deterioration, the following indicators of deterioration were found among the two structures along Lincoln Avenue:

- Windows – Both buildings along Lincoln Avenue had deteriorated window frames or sealing.
- Exteriors – The exteriors particularly to the rear show deterioration including water damage and rust; some of the brick is also deteriorated especially in terms of the larger building located along Lincoln Avenue.

7) Inadequate Utilities.

Under the TIF Act, inadequate utilities can be defined as underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, or telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

According to the Village Engineer, there are certain deficiencies with respect to utilities as noted below, with the most prominent deficiency being the complete lack of storm sewer system and storm water detention:

Storm Sewers – The TIF District lacks sufficient storm sewer facilities in relation both to current uses and future uses, as contemplated by the Village under redevelopment plans. As noted by the Village's engineer, "Redevelopment will require storm water management and detention facilities in accordance with Village and Metropolitan Water Reclamation District (MWRD) standards."

Water Main – In addition to inadequate stormwater facilities, the water mains are under-sized. Per the Village Engineer, "Redevelopment of the area will necessitate increasing the sizes of many of the existing water mains in order supply the demand for fire flows and general water demands of new buildings and associated sprinkler systems.

Combined Sewers – The older sewers use clay, which has been supplanted by modern materials (e.g., PVC) which are less brittle and less prone to breakage. The Village Engineer reports that "These combined sewers were likely constructed prior to 1950 and are reaching the high-end of the service life expectancy."

Findings for Blighted Vacant Area

Area within Proposed RPA	Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualification Factors Present in Proposed RPA
Blighted Vacant Area	"stand alone"	1	1 • Blighted Improved Prior to Becoming Vacant
Blighted Vacant Area	6	2	2 • Obsolete Platting • Lagging or Declining EAV

Findings: Blighted Area (Prior to Becoming Vacant)

Through its analysis of related to the former hotel building and adjacent commercial structures, which was completed in October 2010, KMA found sufficient evidence in place to determine that the now vacant land met the eligible requirements for designation as a "blighted improved area", immediately prior to becoming vacant, pursuant to the Act. This property included the tax parcels on which the Purple Hotel and two (2) adjacent commercial structures were located. The remainder of tax parcels in the RPA included in the "conservation area" findings above. More specifically, KMA determined by, methods that included but were not limited to, site surveys and visits, interviews with Village staff, Cook County data, that the proposed RPA made up of the former commercial buildings, as a whole, was found to have evidence eight (8) out of the thirteen (13) qualification factors (or more than the five (5) factors required) in support of finding as a "blighted improved area", as stated in the Act, immediately prior to that site becoming vacant. In addition, there has not been substantial private investment in the immediately surrounding area. A summary of findings as evidenced follows (as included in original 2010 TIF Plan).

1) Excessive Vacancies.
The Act states that this finding is characterized by the presence of unoccupied or underutilized buildings that represent an adverse influence on the area. Of the 3 buildings, (100%) were vacant. In particular, the largest building within the TIF District, the Purple Hotel, was completely vacant and had been vacant for several years.

Moreover, the 3 unoccupied buildings were vacant for a lengthy duration; that is, the buildings did not appear to be recently vacated pending a change in tenants or the completion of a real estate transaction, but have remained unoccupied for an extended period of time.[1] The largest of the 3 buildings, the Purple Hotel, was vacant since 2007.

In addition, the vacant buildings and adjacent surface improvements generally exhibit deterioration and appear were not maintained. Improvements from disinvestment whereby the current owners have chosen not to maintain the buildings' physical condition, in relative terms. Because of the reduced economic activity associated with vacancies and the relatively poor physical condition – in conjunction with their prominent location along two regional arterial roadways – they represent an adverse influence on the overall TIF District.

2) Obsolescence.

The Act states that obsolescence is the condition or process of falling into disuse or structures that have become "ill-suited" for their original use. The area exhibits both economic and functional obsolescence.

Economic obsolescence is evidenced primarily by stagnating EAV and excessive vacancies. Excessive vacancies in particular results in the literal "disuse" of buildings. As noted above, all three buildings within the proposed TIF District are vacant and not in use. Furthermore, these obsolete and vacant structures have a negative "spill-over" effect on the area and may deter other property owners from reinvesting in their own businesses.

Functionally, the area experienced obsolescence related to general age. All of structures (100%) were over 40 years in age, according to Cook County Assessor data. The combination of age and certain evolving standards in commercial building design limited the competitiveness of the older buildings – i.e., limits their utility as efficient, marketable workspace. For example, certain commercial buildings (the two structures adjacent to the Purple Hotel) provided limited parking and had inadequate circulation for vehicles. The two structures by the Purple Hotel also were inadequately configured relative to modern retail space requirements requiring coordination of packing and access/egress to the larger site.

Area-wide factors such as inadequate utilities and deleterious layout (discussed below) also contributed toward the obsolescence factor.

[1] Per the Community Development Department, two buildings with partial/full vacancies have had said vacancies for one year or longer.

3) Lagging or Declining EAV.

Prior to becoming vacant, the EAV of the TIF District had grown at a rate slower than the Village-wide EAV for four (4) of the last five (5) years prior to 2010. Additionally, the EAV had lagged the Consumer Price Index (CPI) for 4 of the past 5 years. Therefore, a finding of lagging EAV was made pursuant to the TIF Act.

4) Deleterious Layout.

As noted in Section II, a municipality can make a finding of deleterious layout or land use when there exists (a) incompatible land-use relationships, (b) buildings occupied by inappropriate mixed-uses or uses considered to be noxious, or (c) uses offensive or unsuitable for the surrounding area. Most of the problems in the area reflected incompatible land use relationships. The area reflected piece-meal, uncoordinated development, in which competing land uses abut each other -- e.g., office uses are situated next to automobile service uses, and residential uses outside the TIF District abut commercial uses within the TIF District.

A major land use issue was the coordination of ingress/egress. Although the vacant hotel was served by a stop light, other structures have no similar traffic control device nor do they have a turn lane to transition from relatively high speed traffic to lower speed traffic (to execute a turn into the structure). Furthermore, there are no transitional frontage roads that would separate slower moving traffic approaching a business (e.g., to park and shop or unload cargo) from faster moving commuters using Touhy or Lincoln Avenues purely to drive through the Village. Such frontage roads would also provide for internal circulation of traffic among adjoining businesses.

The issue of poor ingress/egress was magnified by the fact that Touhy and Lincoln Avenues are major arterial roads used by trucks and automobiles. According to Illinois Department of Transportation data (as reviewed with Village staff), among all east/west routes in or near the Village, Touhy Avenue had one of the highest average daily vehicle counts – approximately 32,000 and 43,000 vehicles east and west of the intersection with Lincoln Avenue, respectively. (No similar data is available for Lincoln Avenue near the intersection but there are 28,000 vehicles per day on Lincoln near Crawford, the closest data point.) By comparison, most other major roads within the Village tracked by IDOT had lower vehicle counts per day (e.g., Pratt). (Note: the data was collected in 2009 and 2010)

Many of the land use and layout problems identified by KMA were previously identified in the 2005 Lincoln Avenue Corridor Study (which was incorporated into the Village Comprehensive Plan) and have yet to be addressed. As stated in the report, "Lincoln Avenue runs through the Village on a diagonal to the overall grid system of streets. This results in a number of odd or irregularly shaped parcels at various corners which can inhibit typical development. Moreover, many of the parcels fronting along Lincoln have rather short depths, limiting to a degree their usefulness and redevelopment potential. This is compounded by the close proximity of single family homes to the corridor, some of which utilize shared alleyways with Lincoln Avenue properties and others which have no alley whatsoever. Much of the existing development along the street was developed without adequate barriers or buffering measures with residential areas. This lack of buffering combined with short parcel depths and irregular parcel configurations can and often has produced land use conflicts" (emphasis added).

Additionally, the report identified inadequacies with respect to future land use goals, particularly the goal of pedestrian-oriented development in the area. The report states that "Existing conditions in the right-of-way, coupled with its physical width, currently inhibit safe pedestrian crossings and help aid in the dominance of the auto in the corridor. The conditions and width of this right-of-way, currently an impediment to a pedestrian friendly environment, can however be smartly designed to create a unique sense of place and a friendly pedestrian environment." It should be noted that "pedestrian friendly" land use planning elements have not yet been implemented within the Lincoln/Touhy area. These land use elements currently lacking include:

- Median landscaping;
- Parkway restoration;
- Additional parking on Lincoln Avenue, as a "traffic calming" step; and
- Tighter regulation of curb cuts.

5) Lack of Community Planning.

As noted in Section II, a municipality may make a finding of "lack of community planning" if the area was developed prior to or without the guidance of a community plan. This factor may be documented by "inadequate street layout" or "other evidence demonstrating an absence of effective community planning."

As noted in sub-section 3) above, a major land use issue was the coordination of ingress/egress. The vacant hotel was served by a stop light, but other structures had no similar traffic control device, no turn lanes to transition from relatively high speed traffic to lower speed traffic, and no transitional frontage roads that would separate slower moving traffic from faster moving commuters using Touhy or Lincoln Avenues. The issue of poor ingress/egress was magnified by the fact that Touhy and Lincoln Avenues are major arterial roads used by trucks and automobiles.

Coordination and planning in relation to potential reuses (internal traffic circulation, buffering, parking, etc.) also needed to be addressed in order to provide for redevelopment of sites.

6) Deterioration.

As noted in Section II, deterioration is a qualification factor under the TIF Act, if it is observed along surface improvements and/or structures. Widespread deterioration was observed in the condition of surface improvements. Off-street parking areas and driveways reflect deterioration in terms of surface cracking, potholes, depressions (where the surface pavement may be intact but the sub-base is compressed), and loose paving materials. Weed growth, another element of deterioration cited in the TIF Act, was also present. Because of the widespread cracking (including "alligator" cracking), the parking lots needed resurfacing or other corrective maintenance above and beyond crack sealing. Said surface deterioration was identified for the majority of the parcels. Moreover, because parking lots constitute a large portion of the overall "footprint" of the overall RPA, the poorly maintained lots, in combination with the lack of landscaping and screens discussed above, had a negative aesthetic impact on the area.

In addition to surface deterioration, the following indicators of deterioration were found among structures:

- The Purple Hotel – Various exterior building components were deteriorated or damaged, such as fascia/eaves, doors, windows and window frames, loading bays, and HVAC units (much of the deterioration reflected water damage); tuck-pointing was needed; additionally, code violation reports (discussed below) reflect deterioration of the interior, with plumbing and HVAC systems not working properly and mold growth attacking interior surfaces such as walls or areas underneath wallpaper; and

- Commercial buildings adjacent to the Purple Hotel – The 2 buildings adjacent to the Purple Hotel (one to the north and one to the west) were also deteriorated and had similar problems in terms of water damage to fascia, windows, and doors; tuck-pointing was needed for these buildings; the building to the west also had extremely deteriorated loading bays at the rear of the building.

7) Code Violations.

The Act states that a finding of code violations can be made if structures generally do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property (said violations exclude housing and property maintenance codes). The primary contributor to this finding is the widespread number of code violations within the largest building in the proposed TIF District, the Purple Hotel. Numerous code violations have been documented in legal proceedings during the past five years; moreover as of 2010 the violations have not been rectified or "cured" so that the building could be re-opened for occupancy.

Pursuant to a legal action taken by the Village on or about March 9, 2010 (the "Verified Complaint"), a number of findings were made concerning fire code and building code violations[2]:

- The Purple Hotel was in violation of six International Building Code standards, including various fire , ventilation and egress standards;
- The Purple Hotel was in violation of three International Fire Standards, including fire alarm, sprinkler and fire pumping facilities;
- As of the filing of the Verified Complaint, building owners had not taken corrective action to remedy the aforementioned violations;
- The building was a "threat to the public health and to the safety" of the Village residents, and to "owners, tenants, and occupants of the buildings and properties in the vicinity of the [Purple] Hotel Building in particular."

On the latter point, because of (a) the severity of said violations, (b) the size of building both in square footage and building footprint, and (c) location at a potentially desirable strategic location, it presented a general impediment to the redevelopment of the overall RPA – i.e., had a negative "spill-over" effect on the overall project area.

8) Inadequate Utilities.

Under the TIF Act, inadequate utilities can be defined as underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, or telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

[2] Additional findings were made regarding property maintenance, which was not covered in the report

According to the Village Engineer, there were certain deficiencies with respect to utilities as noted below, with the most prominent deficiency being the complete lack of a storm sewer system and storm water detention:

Storm Sewers – The proposed TIF District lacks sufficient storm sewer facilities in relation both to current uses and future uses, as contemplated by the Village under redevelopment plans. As noted by the village's engineer, "Redevelopment will require storm water management and detention facilities in accordance with Village and Metropolitan Water Reclamation District (MWRD) standards."

Water Main – In addition to inadequate stormwater facilities, the water mains are under-sized. Per the Village Engineer, "Redevelopment of the area will necessitate increasing the sizes of many of the existing water mains in order supply the demand for fire flows and general water demands of new buildings and associated sprinkler systems."

Combined Sewers – The older sewers use clay, which has been supplanted by modern materials (e.g., PVC) which are less brittle and less prone to breakage. The Village Engineer reports that "These combined sewers were likely constructed prior to 1950 and are reaching the high-end of the service life expectancy."

Additional Findings: Blighted Vacant Area

1. Lagging or Declining EAV. The total equalized assessed value (EAV) of the proposed vacant area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, and increasing at an annual rate that is less than the balance of the Village EAV and less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

	2017	2016	2015	2014	2013	2012
Total EAV for Area	$1,190,328	1,126,244	800,078	817,107	2,129,657	2,244,483
Annual Change	**5.69%**	**40.77%**	**-2.08%**	**-61.63%**	**-5.12%**	
Village EAV (Excluding Area)	$668,915,682	656,939,604	565,383,798	575,645,672	571,177,207	640,836,099
Annual Change	1.82%	16.19%	-1.78%	0.78%	-10.87%	
CPI	**2.10%**	**1.30%**	**0.10%**	**1.60%**	**1.50%**	

Source: Cook County and U.S. Bureau of Labor Statistics.

2. Obsolete Platting. Obsolete platting can be defined as vacant land that has platting that fails to create right-of-ways for streets, alleys or other public right-of-ways or that omits easements for public utilities. The vacant portion includes obsolete platting. There are a number of platting deficiencies including integration with proposed uses. For example, the vacant sub-area lacks the appropriate right-of-ways for streets, alleys and public right-of-ways. Additionally, it lacks easements for public utilities required for the proposed redevelopment. Infrastructure and utilities may need to be relocated or provided to accommodate future development.

VI. SUMMARY OF FINDINGS/GENERAL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the Village's designation of the TIF District.

1. The area is contiguous and is greater than 1 ½ acres in size;

2. Portions of the RPA will qualify as a conservation area and as a blighted vacant area. Further, the qualification factors found in the RPA are present to a meaningful extent and are reasonably distributed throughout the area. A more detailed analysis of the qualification findings is outlined in Section V of this report;

3. All property in the area is expected to substantially benefit by the redevelopment project improvements;

4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and

5. The area would not be subject to redevelopment without the investment of public funds, including property tax increments.

In the judgment of KMA, these findings provide the Village with sufficient justification to consider designation of the TIF District.

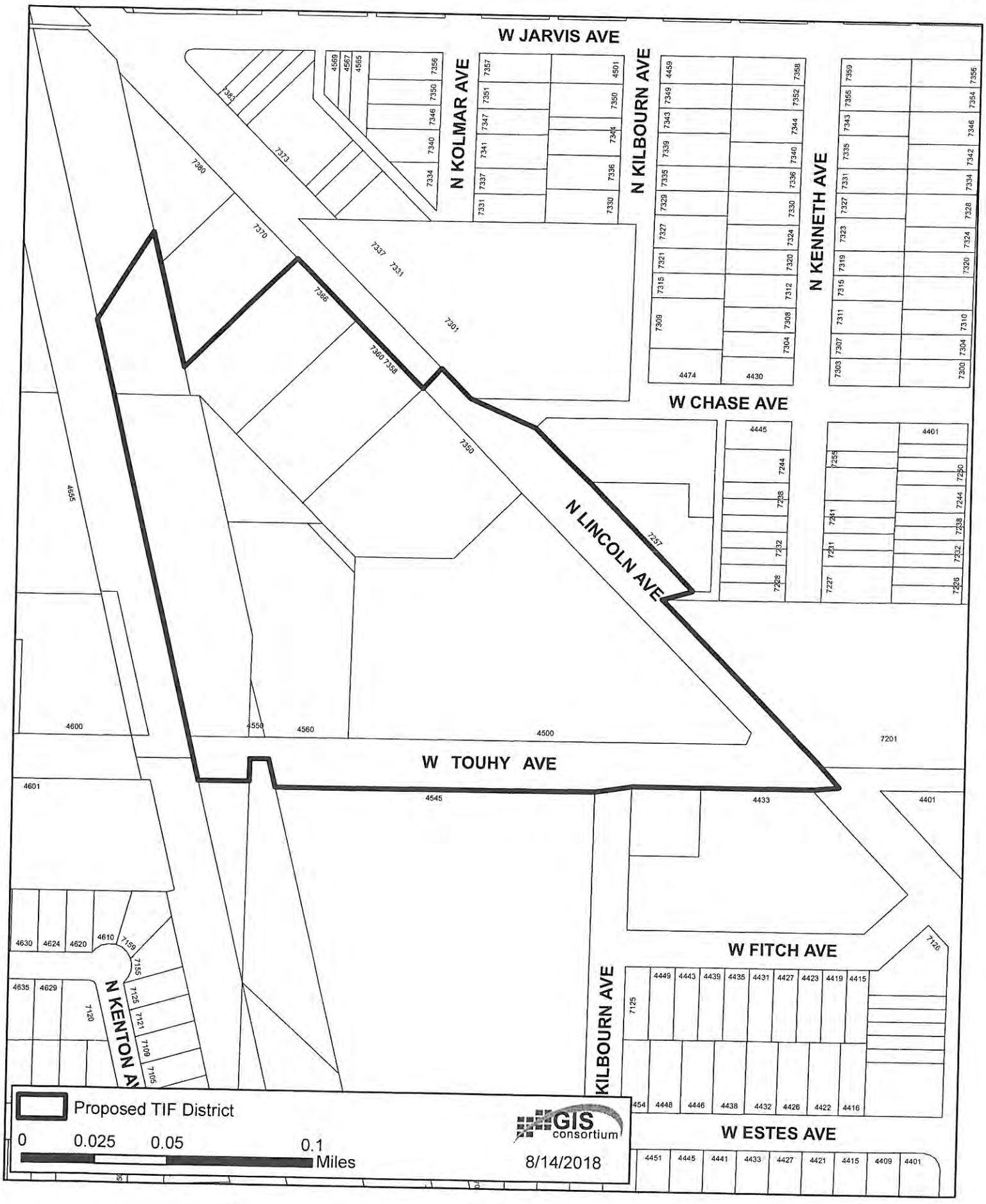
Return to VB Agenda

EXHIBIT A

Boundary Map of RPA and Parcel List

Return to VB Agenda

TIF Boundary Map



Return to VB Agenda

Village of Lincolnwood
North Lincoln TIF
TIF EAV Analysis - Improved

PIN	Tax code	Class	EAV 2017	EAV 2016	EAV 2015	EAV 2014	EAV 2013	EAV 2012	EAV 2011	EAV 2010
10-27-307-014-0000	24093	1-90	240	227	216	221	216	227	241	267
10-27-307-017-0000	24093	5-90	43,561	41,215	39,235	40,070	39,141	41,251	43,677	48,520
10-27-307-044-0000	24093	5-90	240,112	227,185	196,781	200,969	196,309	206,891	219,058	243,349
10-27-317-047-0000	24093	5-91	1,778,239	1,639,272	1,529,811	1,692,182	1,530,497	1,673,117	1,771,514	1,967,952
10-27-317-048-0000	24093	5-17	630,154	662,508	578,293	723,739	982,059	1,190,489	1,260,503	1,400,276
Total EAV:			2,692,306	2,570,407	2,344,336	2,657,181	2,748,222	3,111,975	3,294,993	3,660,364
% change from Previous Year:			**4.74%**	**9.64%**	**-11.77%**	**-3.31%**	**-11.69%**	**-5.55%**		
Village of Lincolnwood			670,106,010	658,065,848	566,183,876	576,462,779	573,306,864	643,080,582	693,817,019	778,893,712
Balance of Village EAV			667,413,704	655,495,441	563,839,540	573,805,598	570,558,642	639,968,607	690,522,026	775,233,348
Percent increase/decrease			1.82%	16.26%	-1.74%	0.57%	-10.85%	-7.32%		
CPI - All Urban Consumers			**2.10%**	**1.30%**	**0.10%**	**1.60%**	**1.50%**	**2.10%**		

TIF EAV Analysis- Vacant

PIN	Tax code	Class	EAV 2017	EAV 2016	EAV 2015	EAV 2014	EAV 2013	EAV 2012	EAV 2011	EAV 2010
10-27-317-049-0000	24093	1-00	228,839	216,519	149,903	153,094	392,308	438,762	644,451	713,876
10-27-317-050-0000	24093	1-00	63,289	59,882	41,458	42,340	103,455	113,753	137,402	153,074
10-27-317-051-0000	24093	1-00	245,934	232,694	161,100	164,529	419,510	434,043	674,971	749,816
10-27-317-052-0000	24093	1-00	7,582	7,173	5,204	5,314	12,986	14,281	17,244	19,209
10-27-317-055-0000	24093	1-00	644,684	609,976	442,413	451,830	1,201,398	1,243,644	2,091,501	2,323,421
Total EAV:			1,190,328	1,126,244	800,078	817,107	2,129,657	2,244,483	3,565,569	3,959,396
% change from Previous Year:			**5.69%**	**40.77%**	**-2.08%**	**-61.63%**	**-5.12%**	**-37.05%**	**-9.95%**	
Village of Lincolnwood			670,106,010	658,065,848	566,183,876	576,462,779	573,306,864	643,080,582	693,817,019	778,893,712
Balance of Village EAV			668,915,682	656,939,604	565,383,798	575,645,672	571,177,207	640,836,099	690,251,450	774,934,316
Percent increase/decrease			1.82%	16.19%	-1.78%	0.78%	-10.87%	-7.16%	-10.93%	
CPI - All Urban Consumers			**2.10%**	**1.30%**	**0.10%**	**1.60%**	**1.50%**	**2.10%**		

North Lincoln Tax Increment Financing (TIF) District

Village of Lincolnwood
Public Hearing
November 20th, 2018

Kane, McKenna, and Associates, Inc.

Return to VB Agenda

Agenda

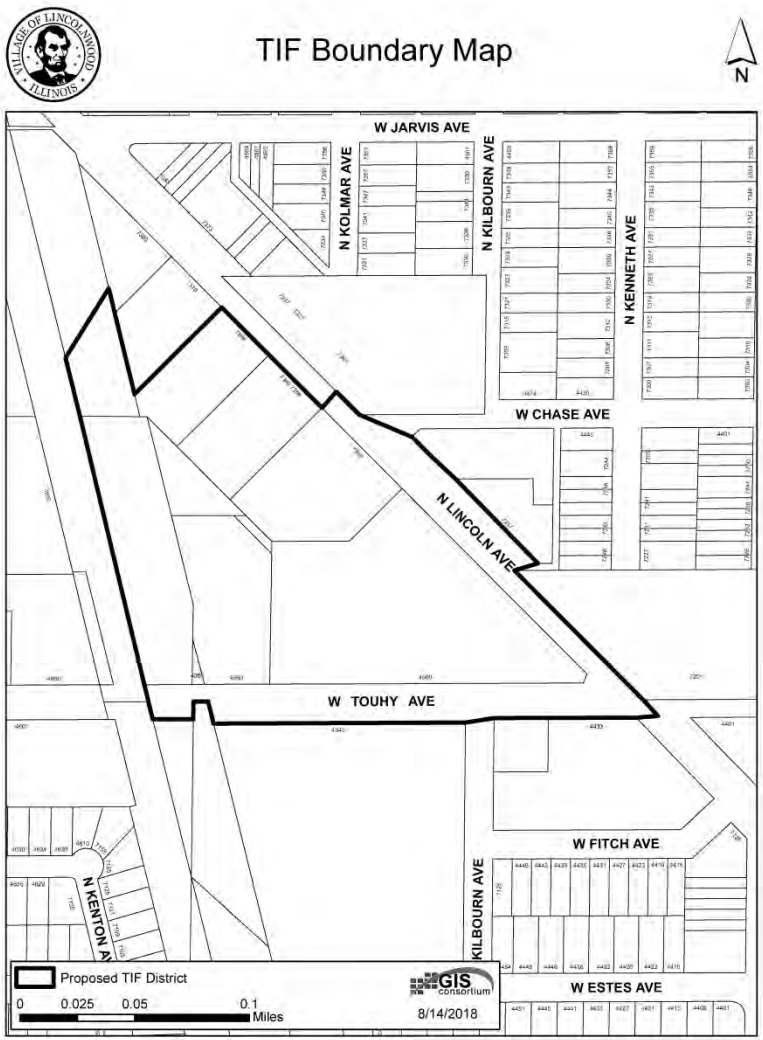
I. Redevelopment Project and Plan
II. TIF Mechanism
III. Qualifying Factors
IV. Key Elements of TIF Plan
V. Next Steps

I. Redevelopment Project and Plan

Background:

- The Lincoln Avenue Corridor has been identified by the Village, through the comprehensive planning process, as a focus area for economic development efforts.
- Several key assets for the area exist including proximity to the I-94 Expressway, high traffic counts and the potential for "walkability".
- Despite these assets, many parcels remain underutilized, and the Village does not anticipate the area would be developed in a coordinated manner without a TIF Redevelopment Plan.

I. Redevelopment Project and Plan



Kane, McKenna, and Associates, Inc.

I. Redevelopment Project and Plan

Objectives:

- Reduce or eliminate blight or other negative factors present within the area;
- Coordinate redevelopment activities within the RPA in order to provide a positive marketplace signal to private investors;
- Accomplish redevelopment over a reasonable time period;
- Create an attractive overall appearance for the area;
- Further the goals and objectives of the Comprehensive Plan

I. Redevelopment Project and Plan

The TIF Plan complies with key legal provisions of the TIF Act, including, but not limited to:

- The TIF Plan conforms to the Village's Comprehensive Plan
- The Redevelopment Project Area consists of contiguous parcels and exceeds 1 ½ acres
- The "But-for" requirement is met – Redevelopment is feasible only with the utilization of tax increment financing, as documented in the TIF Eligibility Report

II. TIF Mechanism

Review of Tax Increment Financing (TIF):

TIF splits property tax revenue generated within the area into two components or “buckets”



Bucket for Base Revenues
For All Local Governments

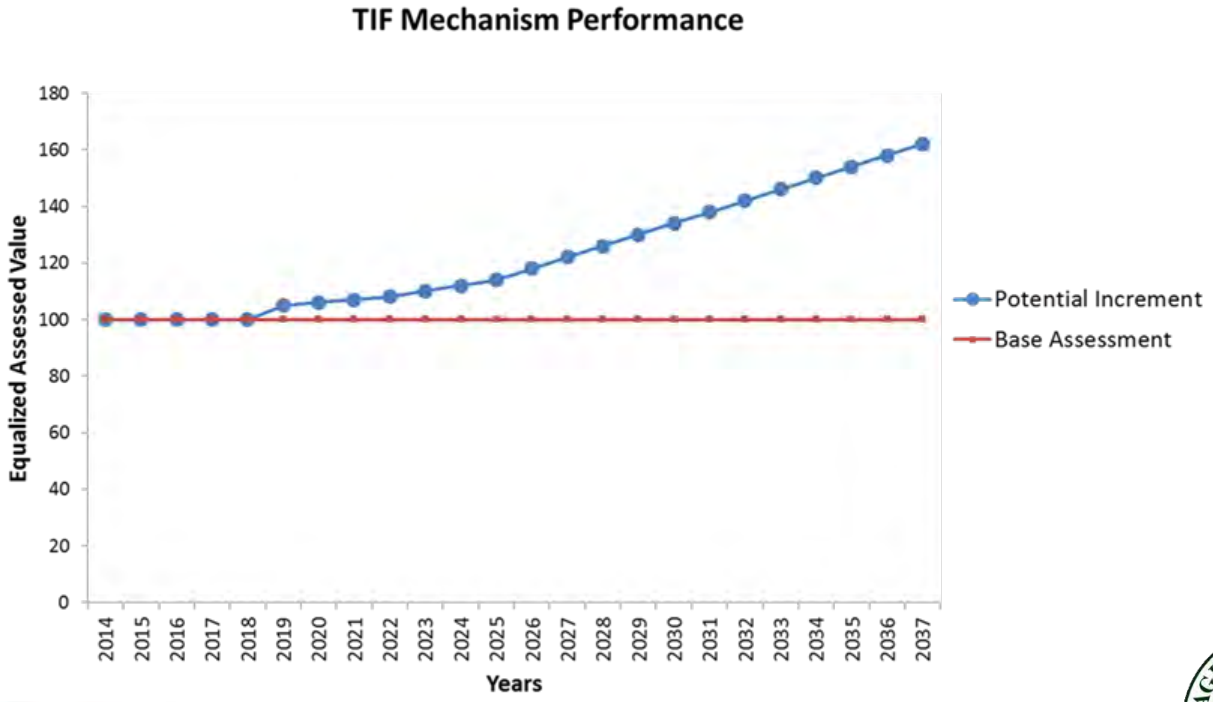


Bucket for Increment Revenues
For Redevelopment Within TIF

II. TIF Mechanism

Review of Tax Increment Financing (TIF):

Ideally, a successful TIF District produces positive incremental revenue over time



Kane, McKenna, and Associates, Inc.

III. Qualifying Factors – Conservation Area

Conservation Area: An area where, due to the presence of at least 3 of the qualifying factors, blight could potentially become present

- An area qualifies as a conservation area if:
  - 50% or more of the buildings within the area are at least 35 years or older; AND
  - 3 or more of the 13 qualifying factors are found to be present and distributed to a meaningful extent

III. Qualifying Factors – Conservation Area

Findings for a conservation area:

Conservation Area Findings	
Total Number of Buildings in RPA	**2**
Total Number of Buildings 35yrs+	1
Percentage of Buildings 35yrs+	**50%**

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in Improved Study Area
13	3	7 • Excessive Vacancies • Obsolescence • Declining/Lagging EAV • Deleterious Layout • Lack of Community Planning • Deterioration • Inadequate Utilities

Kane, McKenna, and Associates, Inc.

III. Qualifying Factors – Conservation Area

Blighted Area (if vacant): An area is impaired by at least 2 of 6 qualifying factors or impaired by at least 1 of 6 "stand-alone" factor

Type of Factor	Maximum Possible Factors Per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in Vacant Study Area
In Combination	6	2	2 • Obsolete Platting • Lagging/Declining EAV
Stand-alone	6	1	1 • Blighted Improved Prior to Becoming Vacant

III. Qualifying Factors – Blighted Vacant Area

Blighted Improved Area Prior to Becoming Vacant:

- A blighted improved area requires the presence of 5 of 13 qualifying factors

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in Vacant Study Area Prior to Becoming Vacant
13	5	8 • Excessive Vacancies • Obsolescence • Declining/Lagging EAV • Deleterious Layout • Lack of Community Planning • Deterioration • Code Violations • Inadequate Utilities

IV. Key Elements of TIF Plan

The TIF Budget:

- The 2017 base EAV for the proposed TIF District is estimated to be $3,882,634
- Upon completion of the anticipated private development of the RPA over a 23 year period, it is estimated that the EAV of the property within the RPA would increase to approximately $45,000,000 to $55,000,000 depending upon market condition and the scope of redevelopment projects
- The total estimated TIF budget is $55,165,000 (see next slide)

IV. Key Elements of TIF Plan

Program Actions/Improvements	Estimated Costs
Land Acquisition and Relocation	$2,267,000
Site Preparation (including environmental remediation, demolition and site grading)	$5,290,0000
Utility Improvements (Including water, storm, sanitary sewer, service of public facilities and road improvements)	$16,248,000
Public Improvements/Facilities and Parking Structures	$21,915,000
Rehabilitation of Existing Structures	$2,267,000
Interest Costs Pursuant to the Act	$2,645,000
Professional Service Costs (including planning, legal, engineering, administrative, annual reporting and marketing	$2,040,000
Job Training	$453,000
Statutory School and Library District Payments	$2,040,000
TOTAL ESTIMATED TIF BUDGET	**$55,165,000**

V. Next Steps

Consideration of TIF Ordinances for Final Approval

- December 18, 2018 or January 2, 2019

Return to VB Agenda

Request For Board Action

REFERRED TO BOARD: November 20, 2018 **AGENDA ITEM NO: 7**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Plan Commission to Approve an Ordinance Approving a Zoning Code Text Amendment Related to the Permissibility of Ice Rinks

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Table 3.10.01 of the Zoning Code currently restricts the permissibility of "*tennis courts, volleyball, basketball, shuffleboard, and other courts, private*" to rear yards and only if "*they are not less than 10 feet from any property line or the minimum setback, whichever is more restrictive.*" During the winter of 2017-2018, the Community Development Department observed two instances of non-compliant seasonal ice rinks being installed on residential properties. The Department worked with the property owners to have them removed since they were in non-compliant locations on the respective lots; one was located in a Corner Side Yard, and the other was located in a Front Yard. This enforcement was based on staff's interpretation that such ice rinks qualify as "*other courts.*" In one instance, staff had difficulty enforcing the requirements of the Zoning Code since it does not explicitly identify ice rinks as limited to Rear Yards. In an effort to clarify the permissibility of ice rinks in the Zoning Code, the Village Board referred this matter to the Plan Commission.

Plan Commission Public Hearing
During its November 7, 2018 meeting, the Plan Commission discussed the recommended Text Amendment. As part of this discussion, staff presented a number of policy questions related to the interpretation of the existing code language and the desire to regulate specific physical or functional aspects of ice rinks.

Generally, Commissioners agreed that the existing regulations can be applied to ice rinks, but recognized the need to clarify the code. Several Commissioners concurred that the intent to keep unsightly uses out of public view is appropriate. However, Commissioner Jakubowski suggested that permitting ice rinks in a Corner Side Yard may be appropriate.

Commissioner Auerbach stated concerns regarding structures used to create ice rinks that may be unsightly. She also stated concerns regarding the impacts on stormwater management but felt that a required setback would allow an opportunity for stormwater to percolate into the ground before impacting surrounding properties.

Chairman Yohanna expressed concerns about too rigidly defining what constitutes an ice rink. The Commission generally agreed that clarifying the code is appropriate, but including a detailed set of characteristics regarding ice rinks is not necessary.

Commissioners Sampen and Pauletto felt it is appropriate to allow ice rinks on all parts of a property. However, other Commissioners stated that Front Yard ice rinks were not desirable or in line with the intent of the current code language.

Commission Pauletto made a motion, and Commissioner Sampen seconded that motion, to approve a Text Amendment to include "ice rinks" in Table 3.10.01 of the Zoning Ordinance as a separate line item, and that they be permitted in all yards so long as they are ten feet from all lot lines. The recommended Text Amendment also included a general definition for "ice rink" as presented by staff. This motion failed by a vote of 2-5. Dissenting Commissioners had concerns regarding the permitted locations of an ice rink on the lot.

A subsequent motion was made by Commissioner Novoselsky, and seconded by Commissioner Auerbach, to approve a Text Amendment to add "ice rinks" to "*tennis courts, volleyball, basketball, shuffleboard, and other courts, private*" in Table 3.10.01 of the Zoning Ordinance, thereby permitting them in the Rear Yard only and with a setback of ten feet from all lot lines. The recommended Text Amendment also included a general definition for "ice rink" as presented by staff. This motion failed by a vote of 3-4. Dissenting Commissioners had concerns regarding the restriction that rinks be permitted only in the Rear Yard.

A third motion was made by Commissioner Jakubowski, and seconded by Commissioner Pauletto, to approve a Text Amendment to include "seasonal ice rinks" in Table 3.10.01 of the Zoning Ordinance as a separate line item, permitting them in the Rear Yard and Corner Side Yard, with a setback of ten feet from all lot lines, and only in the side yard if screened by evergreen landscaping that is at least the height of the ice rink structure. The recommended Text Amendment also included a general definition for "ice rink" as presented by staff. This motion passed by a vote of 6-1. The dissenting vote was cast by Commissioner Sampen based on his desire to permit ice rinks on all portions of a lot.

PROPOSED ZONING CODE TEXT AMENDMENT:
Based on the motion made by the Plan Commission, staff recommends the following Zoning Code Text Amendments (additions indicated by **bold underlined** text):

2.02 Definitions.

ICE RINK: a level area of ice that is kept frozen for people to skate on.

Table 3.10.01. Permitted Obstructions in Yards				
Item	Yard			
	Front	Rear	Side	Corner Side
Ice rinks, seasonal, provided not less than 10 feet from any property line and, when located in a corner side yard, screened by evergreen plant materials with a height at least as high as the structure used to enclose the ice rink	**--**	**P**	**--**	**P**

It should be noted that the proposed language in Table 3.10.01 above is modified from the motion made by the Plan Commission. According to the motion by the Plan Commission, the proposed Text Amendment would have read as follows (bold underlined text indicates the modified portion):

Ice rinks, seasonal, provided not less than 10 feet from any property line ***or the minimum setback, whichever is more restrictive,*** *and, when located in a corner side yard, screened by evergreen plant materials with a height at least as high as the structure used to enclose the ice rink*

However, during legal review of the proposed text, staff and the Village Attorney determined that requiring ice rinks to meet the minimum setback requirement is contrary to the intent of permitting such a use as an encroachment in a yard. The Plan Commission's discussion of setbacks related specifically to the ten-foot setback from property lines in order to allow adequate area for water runoff to percolate into the ground. The phrase recommended for removal by staff was carried over from the existing regulation related to tennis courts, basketball courts, and other courts, but was not specifically discussed in any detail by the Plan Commission. Staff believes the proposed revision is in spirit with the Plan Commission's discussion related to setbacks from the lot line. Should the Village Board concur, the text shown above in Table 3.10.01 should be considered for approval. Otherwise, the text in the Plan Commission motion should be considered for approval.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance
2. November 7, 2018 Plan Commission Meeting Minutes (Draft)
3. November 7, 2018 Plan Commission Staff Report
4. Relevant Code Sections
5. Village Board PowerPoint

RECOMMENDED MOTION:
Move to approve an Ordinance approving a Zoning Code Text Amendment related to the permissibility of ice rinks.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING ARTICLES II AND III OF THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING ICE RINKS IN REQUIRED YARDS

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF NOVEMBER, 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

Return to VB Agenda

ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING ARTICLE II AND III OF THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING ICE RINKS IN REQUIRED YARDS

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, Table 3.10.01 of "The Village of Lincolnwood Zoning Ordinance," as amended ("***Zoning Ordinance***"), identifies those structures and improvements that may be located as of right within required yards on lots within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 3.10 and Table 3.10.01 of the Zoning Ordinance, and to add a related definition in Section 2.02 of the Zoning Ordinance, concerning the placement of ice rinks in required yards (collectively, the "***Proposed Amendments***"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on October 18, 2018, the Village Plan Commission conducted a public hearing on November 7, 2018, concerning the Proposed Amendments; and

WHEREAS, following its public hearing on November 7, 2018, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendments; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendments, as set forth in this Ordinance, is in the best interests of the Village and its residents;

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. DEFINITIONS. Section 2.02 of Article II of the Zoning Ordinance is hereby amended further to add the following new definition:

"**ICE RINK: A level area of ice that is kept frozen for the purpose of ice skating.**"

SECTION 3. PERMITTED OBSTRUCTIONS IN YARDS. Table 3.10.01 of Article III of the Zoning Ordinance is hereby amended further to add the following entry:

"**Table 3.10.01 Permitted Obstructions in Yards**

Item	Yard			
	Front	**Rear**	**Side**	**Corner Side**
Ice rinks, seasonal, located not less than 10 feet from the property line and, when located in a required corner side yard, screened by evergreen plant materials of a height at least as high as the structure used to enclose the ice rink.	**-**	**P**	**-**	**P**

* * *

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of November, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of November, 2018.

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

ATTESTED and FILED in my office the
_____ day of November, 2018.

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

Return to VB Agenda

DRAFT **MEETING MINUTES**
OF THE
PLAN COMMISSION
NOVEMBER 7, 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 approval of minutes)
Adi Kohn
Henry Novoselsky
Anthony Pauletto
Don Sampen

MEMBERS ABSENT:

STAFF PRESENT:
Steve McNellis, Community Development Director
Doug Hammel, Community Development Manager
Kathryn Kasprzyk, Community Development Coordinator

I. Call to Order

II. Pledge of Allegiance

III. Approval of Minutes

DRAFT

VI. Case #PC-14-18: Zoning Code Text Amendment – Permissibility of Seasonal Ice Rinks

Chairman Yohanna announced Case #PC-14-18 for consideration of a Village Board Referral of a Zoning Code Text Amendment related to the permissibility and definition of ice rinks, either seasonal or permanent, as an accessory use.

Development Manager Hammel provided background on what precipitated the proposed text amendment. Accessory structures are permitted in Rear Yards only and must be set back from all lot lines at least ten feet, or the minimum required setback, whichever is greater. Photographs of two non-compliant ice rinks erected last winter were shown for review.

"Ice Rinks" are not explicitly restricted per Table 3.10.01 of the Zoning Code. Staff interprets ice rinks qualifying as "other courts". If the Plan Commission concurs, staff recommends explicitly including "ice rinks" in the list of types of athletic amenities.

The proposed recommended definition would read "a level of ice that is kept frozen for people to skate on" or other specific characteristics, including permitted or overall height, lighting, installation dates, and maximum permitted area. Staff recommends incorporating physical and functional/operational regulations into the proposed text amendment for a maximum permitted area of 500-square feet.

Staff recommends amending Table 3.10.01 *Permitted Obstruction in Yards* to clarify "ice rinks" as permitted in the Rear Yard only; amend Section 2.02 *Definitions*, to include a general definition for an "ice rink"; and amend section 2.02 *Definitions* or Section 4.09 *Additional Use Standards* to include regulations regarding the physical and functional/operational characteristics of permitted ice rinks.

Chairman Yohanna swore in Mr. Troy Navarrete, 7396 West Crawford Avenue. Mr. Navarrete erected a 15-foot-by-30-foot ice rink last winter for personal skating in the Corner Side Yard unaware of any restrictions.

There was much discussion regarding placement of seasonal accessory structures, i.e., ice rinks, in the Side Yard versus the Rear Yard, including whether or not fencing or screening would be required due to aesthetics or safety issues.

Commissioner Novoselsky agreed the language should be amended to include ice rinks so there can be no interpretation. In response to comments regarding possible flooding, Mr. Navarrete said the ice is slowly melted to avoid flooding. Mr. Navarrete stated there have been no complaints. Commissioner Pauletto saw no reason to deny the installation of ice rinks.

Chairman Yohanna asked if there was anyone from the audience who would like to address the Plan Commission on this matter. Let the record state that no one came forward.

Motion to recommend approval to amend Table 3.10.01 *Permitted Obstruction in Yards* to clarify "ice rinks" as a permitted use in Rear and Side Yards and to be set back ten feet from all property lines; amend Section 2.02 *Definitions*, to include a general definition for an "ice rink"; and amend section 2.02 *Definitions* or Section 4.09 *Additional Use Standards* was made by Commissioner Pauletto and seconded by Commissioner Sampen.

Aye: Pauletto and Sampen
Nay: Auerbach, Jakubowski, Kohn, Novoselsky, and Yohanna
Motion Failed: 2-5

Motion to recommend approval to amend Table 3.10.01 *Permitted Obstruction in Yards* to clarify "ice rinks" as a permitted use in Rear Yards only and to be set back ten feet, or the minimum required setback, whichever is greater, from all property lines; amend Section 2.02 *Definitions*, to include a general definition for an "ice rink"; and amend section 2.02 *Definitions*

or Section 4.09 *Additional Use Standards* was made by Commissioner Novoselsky and seconded by Commissioner Auerbach.

Aye: Novoselsky, Kohn, Pauletto, and Yohanna
Nay: Auerbach, Jakubowski, and Sampen
Motion Failed: 4-3

Motion to recommend approval to amend Table 3.10.01 *Permitted Obstruction in Yards* to clarify seasonal ice rinks as a permitted use in Rear Yards and screened with deciduous evergreens in Side Yards to exceed the height of the ice rink, and to be set back ten feet, or the minimum required setback, whichever is greater, from all property lines; amend Section 2.02 *Definitions*, to include a general definition for an "ice rink"; and amend section 2.02 *Definitions* or Section 4.09 *Additional Use Standards* was made by Commissioner Jakubowski and seconded by Commissioner Pauletto. Case #PC-14-18 will be heard at the November 20, 2018 meeting of the Village Board.

Aye: Jakubowski, Pauletto, Auerbach, Kohn, Novoselsky, and Yohanna
Nay: Sampen
Motion Approved: 6-1

IV. Case #PC-06-18: Zoning Code Text Amendment – Sign Regulations for Large-Scale Developments, Freestanding Sign Location, Portable Sign Requirements, and Temporary Signage

V. Case #PC-09-18: 4656 West Touhy Avenue – Review of a Special Use Related to Parking in the Front Yard and Variations Related to Building Setback, On-Site Parking Capacity, Landscaping Adjacent to a Residential Property, and Minimum Drive Aisle Width

VII. 2019 Schedule of Plan Commission Meetings

VI. Next Meeting

VII. Public Comment

VIII. Adjournment

Return to VB Agenda

Plan Commission Staff Report
Case # PC-14-18
November 7, 2018

Subject Properties: All Properties

Petitioner: Village Board (referred on September 4, 2018)

Requested Action: Consideration of a Zoning Code Text Amendment related to the Permissibility and Definition of Ice Rinks

Background

Table 3.10.01 of the Zoning Code currently restricts the permissibility of *"tennis courts, volleyball, basketball, shuffleboard, and other courts, private"* to rear yards and only if *"they are not less than 10 feet from any property line or the minimum setback, whichever is more restrictive."* During the winter of 2017-2018, the Community Development Department observed two instances of non-compliant seasonal ice rinks being installed on residential properties. The Department worked with the property owners to have them removed since they were in non-compliant locations on the respective lots; one was located in a corner side yard, and the other was located in a front yard. This enforcement was based on staff's interpretation that such ice rinks qualify as "*other courts."* In one instance, staff had difficulty enforcing the requirements of the Zoning Code since it does not explicitly identify ice rinks as limited to rear yards.

Staff believes it is appropriate to consider a Zoning Code Text Amendment that would clarify the permissibility of ice rinks, and is seeking guidance regarding the following questions:

- ***Does the Plan Commission concur with staff that ice rinks qualify as "other courts" as it relates to the intent of current code provisions?*** The Zoning Code currently lacks a definition for "*court"* as it is used in Table 3.10.01. However, if the Plan Commission concurs that ice rinks fall under the intent of this provision, specifically adding "ice rinks" to the provision would reduce the possibility of a different interpretation. If the Plan Commission does not concur, a code amendment may be necessary to address the regulating of ice rinks in a different way.

- ***What constitutes an "ice rink"?*** The Zoning Code currently does not include a definition for "*ice rink."* Establishing a definition will support staff in more effectively enforcing the requirements of the Zoning Code. Staff recommends the consideration of a general definition of "*ice rink"*. The Cambridge English Dictionary defines an "*ice rink"* as *"a level area of ice, often inside a building, that is kept frozen for people to skate on."* This definition could be modified to remove *"often inside a building."* It could also be

modified to include specific characteristics of what would be permitted in Lincolnwood based on the subsequent questions below.

- ***What supporting characteristics should be regulated?*** In addition to creating an area for skating, it is not uncommon for seasonal rinks to include supporting characteristics, such as boards, lights, nets, etc. Staff recommends establishing regulations for these supporting characteristics, considering the following:

    - The permitted height of structures used to retain water;
    - The overall permitted height of ice rink-related elements;
    - The permissibility of lighting and the impacts on neighboring properties; and
    - Any other characteristics that could potentially impact surrounding properties.

  Any standards related to the characteristics described above could be included in the definition of *"ice rink"*.

- What operational or functional characteristics must be considered? Ice rinks are typically seasonal, being installed in the late fall and removed in the early spring. Staff recommends that the Plan Commission consider the following factors:

    - It may be appropriate to restrict the timeframe during which a seasonal rink can be installed. For example, Fenton, MI, requires that private rinks be installed after November 15 and removed prior to March 15, or as weather permits. This ensures that a seasonal rink will not remain beyond its useful season and result in other potential property maintenance issues.
    - The addition of an ice rink can result in stormwater runoff impacts on the subject property or adjacent properties. The Village currently requires a drainage plan for any improvement approved through a Building Permit over 500 square feet in area. Many lots in Lincolnwood could accommodate an ice rink of this size, and a mid-winter thaw could produce a substantial amount of stormwater runoff. Staff recommends that the maximum size of an ice rink be limited to 500 square feet, so as to be in line with the spirit of other stormwater-related regulations.

Recommendation

Staff is seeking direction and formal action from the Plan Commission regarding the considerations described above. If formal action is taken, staff will prepare a proposed Text Amendment to be considered by the Village Board.

Documents Attached

1. October 4, 2018 Staff Report to the Village Board Committee of the Whole
2. Relevant Code Sections

Attachment #4. Relevant Code Sections

Table 3.10.01 Permitted Obstructions in Yards

Item	*Yard*			
	Front	*Rear*	*Side*	*Corner Side*
[Rows removed for brevity]				
Tennis courts, volleyball, basketball, shuffleboard and other courts, private, provided not less than 10 feet from any property line or the minimum setback, whichever is more restrictive	–	P	–	–
[Rows removed for brevity]				

Return to VB Agenda

Background

- Table 3.10.01 of the Zoning Code restricts the permitted location of *“tennis courts, volleyball, basketball, shuffleboard and other courts, private”*
  - Permitted in rear yard only
  - Must be setback from all lot lines at least 10’ or minimum required setback, whichever is greater

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Background

- In winter 2017-2018, two known instances of non-compliant ice rinks



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Background

- “Ice rinks” are not explicitly restricted as per Table 3.10.01
- Staff interpreted “ice rinks” as qualifying as “other courts”
- Ambiguity in code made it difficult for staff to enforce its interpretation

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Plan Commission Discussion

- Concurred that ice rinks could fall within existing regulations, but clarification is warranted
- Concerns about having rinks in highly visible portions of residential properties
- Concurrence that 10’ setback would allow for the management of water runoff
- Did not want to specifically define or regulate components of ice rinks
- Permitted location was the primary point of discussion
  - Depending on permitted locations, ice rinks should be a separate line item in Table 3.10.01

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Plan Commission Discussion

- Motion #1:
  - Ice rinks can be located on any part of a lot
  - 10’ setback from all lot lines
  - Must meet required building setbacks
  - Include general definition of “ice rink” in Section 2.2
- Motion failed by a 2-5 vote based on dissenting opinion that permitted locations should be more tightly restricted

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Plan Commission Discussion

- Motion #2:
  - Ice rinks can be located in rear yard only
  - 10’ setback from all lot lines
  - Must meet required building setbacks
  - Include general definition of “ice rink” in Section 2.2
- Motion failed by a 3-4 vote based on dissenting opinion that corner side yards should be a permitted area as well

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Plan Commission Discussion

- Motion #3:
  - Seasonal ice rinks can be located in rear yard and corner side yard only
  - If in corner side yard, must be screened by evergreen landscaping at least as tall as the structure of the ice rink
  - 10’ setback from all lot lines
  - Must meet required building setbacks
  - Include general definition of “ice rink” in Section 2.2
- Motion passed by a 6-1 vote
  - Dissenting vote was based on opinion that ice rinks should be permitted on any part of a lot

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Recommended Text Amendments

- Add the following definition of “ice rink” to Section 2.02 Definitions of the Zoning Ordinance:
  - “a level area of ice that is kept frozen for people to skate on”
- Add the following line item to Table 3.10.01 of the Zoning Code
  - “Ice rinks, seasonal, provided not less than 10 feet from any property line or the minimum setback, whichever is more restrictive, and, when located in a corner side yard, screened by evergreen plant materials with a height at least as high as the structure used to enclose the ice rink”

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Revised Text Amendments

- Add the following definition of “ice rink” to Section 2.02 Definitions of the Zoning Ordinance:
  - “a level area of ice that is kept frozen for people to skate on”
- Add the following line item to Table 3.10.01 of the Zoning Code
  - “Ice rinks, seasonal, provided not less than 10 feet from any property line and, when located in a corner side yard, screened by evergreen plant materials with a height at least as high as the structure used to enclose the ice rink”

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Requested Action

- Approve an Ordinance related to the following Zoning Code Text amendments:
  - Add a definition of “ice rink” to Section 2.02 Definitions
  - Add the following line item to Table 3.10.01 of the Zoning Code
    - “Ice rinks, seasonal, provided not less than 10 feet from any property line and, when located in a corner side yard, screened by evergreen plant materials with a height at least as high as the structure used to enclose the ice rink”

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Request For Board Action

REFERRED TO BOARD: November 20, 2018 **AGENDA ITEM NO: 8**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution Authorizing the Execution of a Consultant Services Agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for Phase II Engineering Services Related to the Street Storage – Stage II Project in the Amount of $289,522

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On November 28, 2017 the Village Board held a workshop to discuss the next steps in implementing the Stormwater Master Plan (SMP). At that meeting, direction was provided to procure design services for the next stage of the Street Storage program. In order to facilitate manageable street storage construction projects, the Village was divided in two stages. Stage II includes the area generally east of Lincoln Avenue (north of Pratt Avenue) and east of Crawford Avenue (south of Pratt Avenue). The balance of the community will be included in Stage III.

On September 7, 2018 the Village issued a Request for Qualifications/Proposals (RFQ/P) to identify a qualified engineering firm to perform the design services. Notice was published in the *Lincolnwood Review* on September 13, 2018 and staff provided the RFQ/P to 16 civil engineering firms.

On September 27, 2018 the Village received and publicly opened one statement of qualifications (SOQ). The sole SOQ was submitted by the Village's engineering firm, Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois (CBBEL). A fee proposal was submitted in a separate, sealed envelope and was not opened until a review of the qualifications of the submitting firm could be completed. Staff reached out to several of the firms who did not submit a response and was informed that either they did not have the resources available to commit to the Village's project or they did not have experience designing this type of project.

A staff committee consisting of representatives of the Village Manager's Office, Public Works Department, and Finance Department reviewed the SOQ submitted by CBBEL based on the following criteria:

1. Technical Approach
2. Firm Experience
3. Staff Capabilities
4. Past Performance
5. Work Load Capacity

CBBEL was found by the committee to meet the qualifications outlined in the RFQ/P. Additionally, CBBEL demonstrated a strong history of designing successful stormwater projects, including the pilot project that was constructed in 2016. Based on the determination that CBBEL is qualified to perform the required services, the sealed fee proposal was opened and found to be $289,522, which is $10,478 under budget. Due to CBBEL's experience and qualifications in addition to the fact that the required services can be completed within the allotted budget, staff recommends a consultant services agreement be executed with CBBEL.

Project Funding

On November 6, 2018, consideration of the proposed contract was tabled to allow for further discussion of the method by which the project will be funded. At the Committee of the Whole meetings on September 20 and October 16, the Village Board considered a variety of ways of funding the construction of stormwater improvements including the North Shore Avenue Sewer and Stages II and III of the street storage program. Additional revenue is necessary due to the fact that the Water/Sewer Fund does not have sufficient revenue or reserves to pay for the projects. Options included new fees to be charged on water bills including a new user charge and/or fixed fee as well as the possibility of funding the projects through an increase in the Village's property tax levy. At the meeting on October 16, the Village Board came to a consensus that the preferred option was to pursue a 0.25% increase in the Village's home rule sales tax to minimize the cost to residents and businesses by having a portion of the revenue be generated by visitors to the community who purchase goods.

A 0.25% increase in the home rule sales tax is estimated to generate approximately $500,000 in additional revenue. The debt service for the North Shore Outfall Sewer and Street Storage – Stage II is estimated to cost $460,000 per year, so the proposed sales tax increase would be sufficient to fund these improvements; however, an additional $225,000 in revenue would need to be identified prior to construction of Street Storage – Stage III. The table below illustrates the annual debt service by project.

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 20/21	$4,475,000	$4,175,000	$310,000
Street Storage – Stage III	FY 21/22	$3,560,000	$3,560,000	$265,000
Total		$11,445,000	$9,635,000	$725,000

[1]Total 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.

[2]Design engineering to be paid with existing revenue ($300,000).

Per the direction of the Village Board, staff will return at a future meeting with the necessary documentation to formally approve the proposed home rule sales tax increase.

FINANCIAL IMPACT:

$300,000 has been included in the FY 2018/19 Water Fund budget for design of the Street Storage – Stage II project.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Consultant Services Agreement
3. CBBEL Statement of Qualifications
4. Project Location Map
5. PowerPoint Presentation

RECOMMENDED MOTION:
Move to approve a Resolution authorizing the execution of a consultant services agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for engineering services relating to the Street Storage – Stage II project.

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

A RESOLUTION APPROVING AN AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD., OF ROSEMONT, ILLINOIS, FOR THE ENGINEERING AND DESIGN OF THE STAGE II STORMWATER STREET STORAGE IMPROVEMENTS

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

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

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

WHEREAS, the Phase II report concludes that the Village must complete certain stormwater street storage improvements (***"Street Storage Improvements"***) and stormwater conveyance and detention improvements, including, without limitation, a new stormwater outfall into the North Shore Channel at Lincolnwood Centennial Park (***"Centennial Stormwater Outfall"***), to accomplish the Capacity Goal; and

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

WHEREAS, in 2013, the Ad Hoc Sewer Committee recommended that the Village Board: (i) initiate a pilot program consisting of the completion of Street Storage Improvements on not more than 20 percent of the Village land area (***"Pilot Street Storage Improvements"***) and the development of 30% of engineering and design plans for the Centennial Stormwater Outfall, in order to enable the Village to apply for grant funding for the completion of the Centennial Stormwater Outfall (collectively, the ***"Pilot Program Improvements"***); (ii) if the Pilot Street Storage Improvements are found to be successful in advancing toward the Capacity Goal, initiate Stage II of the Street Storage Improvements, consisting of the completion of Street Storage Improvements within the eastern half of the Village, in the area generally bounded by Devon Avenue to the south, Jarvis Avenue to the north, Crawford Avenue and Lincoln Avenue to the west, and the Village boundary to the east (***"Stage II Street Storage Improvements"***); and (iii) if the Stage II Street Storage Improvements are found to are found to be successful in advancing toward the Capacity Goal, initiate Stage III of the Street Storage Improvements, consisting of the completion of Street Storage Improvements within the remainder of the Village; and

WHEREAS, following the withdrawal of its initial engineering consultant, the Village waived the competitive bidding process and engaged Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois (***"CBBEL"***), to complete the engineering and design of the Pilot Program Improvements (***"Pilot Program Engineering and Design"***); and

WHEREAS, relying upon the Pilot Program Engineering and Design completed by CBBEL, on December 9, 2016, the Village completed Street Storage Improvements in the area generally bounded by Pratt Avenue to the north, Drake Avenue to the east, Devon Avenue to the south, and Lincoln Avenue and the Union Pacific Bike Path to the west (***"Pilot Area"***); and

WHEREAS, on November 28, 2017, the Village President and Board of Trustees held a stormwater workshop (***"Workshop"***) to assess the effectiveness of the Pilot Street Storage Improvements in the Pilot Area; and

WHEREAS, at the conclusion of the Workshop, the Village President and Board of Trustees made findings that the Pilot Street Storage Improvements have been successful in advancing toward the Capacity Goal, and directed the Village Staff to engage an engineering consultant to design and engineer the Stage II Street Storage Improvements; and

WHEREAS, the Village now desires to enter into a new Stage II Agreement with an engineering consultant qualified to complete the engineering and design of the Stage II Street Storage Improvements (***"Stage II Engineering and Design Services"***); and

WHEREAS, on February 1, 2018, the Village issued a request for qualifications and proposals for the provision of the Stage II Engineering and Design Services; and

WHEREAS, the Village has determined that the proposal submitted by CBBEL is the most appropriate for the provision of the Services to the Village; and

WHEREAS, the Village desires to enter into an Stage II Agreement with CBBEL for the completion of the Stage II Engineering and Design Services, in the amount of $289,522.00 (***"Stage II Agreement"***); and

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

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

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

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 STAGE II AGREEMENT. The Stage II Agreement by and between the Village and CBBEL is hereby approved in the amount of $289,522.00, in substantially the form attached to this Resolution as **Exhibit A**.

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

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

PASSED this ___ day of November, 2018.

AYES: _____

NAYS:_____

ABSENT:___

ABSTENTION:_____

APPROVED by me this ___ day of November, 2018.

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

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

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

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EXHIBIT A

STAGE II AGREEMENT

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VILLAGE OF LINCOLNWOOD
PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (***"Agreement"***) is dated as of the 7th day of November, 2018, and is by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (***"Village"***), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name (*"Consultant"*): **Christopher B. Burke Engineering, Ltd.**

Address: 9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

Telephone No.: 847-823-0500

Email: jjulkowski@cbbel.com

Project Name/Description: **Street Storage Program – Stage II**

Agreement Amount: $289,522

B. Project Description. Modeling, final design, and permitting for the Village's Street Storage Program – Stage II project, as more fully described in the proposal attached to this Agreement as **Exhibit A** (***"Proposal"***).

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal (***"Services"***) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than April 30, 2018 (***"Time of Performance"***). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village.

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the

Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term ***"Confidential Information"*** shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village

Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (***"Time of Disclosure"***); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of $1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of $1,000,000 per occurrence for bodily injury

and $1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) 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.* The Consultant represents that the only persons, firms, or corporations

interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are 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 Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; 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.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant 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 the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in

the performance and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

L. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

   a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

   b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

   c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

   d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Broker in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) 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) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Lincolnwood
Village Hall
6900 North Lincoln Avenue.
Lincolnwood, Illinois 60712
Attention: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603

Attention: Steven M. Elrod, Corporation Counsel

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

Christopher B. Burke Engineering, Ltd.
9575W. Higgins Road, Suite 600
Rosemont, Illinois 60018
Attn: Jeffrey Julkowski, P.E.

With a copy to:

_____
_____
_____
_____

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement 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 Agreement 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.

I. Governing Laws. This Agreement 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.

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2018.

ATTEST:

By: _____
Beryl Herman,
Village Clerk

VILLAGE OF LINCOLNWOOD

By: _____
Robert Merkel,
Interim Village Manager

ATTEST:

By:_____

Title:_____

CONSULTANT

By: _____

Its: _____

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EXHIBIT A

PROPOSAL

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September 27, 2018

REQUEST FOR QUALIFICATIONS/PROPOSALS

MODELING, FINAL DESIGN PLANS AND PERMITTING STREET STORAGE PROGRAM - STAGE II







SUBMITTED TO:
VILLAGE OF LINCOLNWOOD
ANDREW LETSON
DIRECTOR OF PUBLIC WORKS
6900 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60712

SUBMITTED BY:
JEFFREY JULKOWKSI, PE
CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. HIGGINS ROAD, SUITE 600
ROSEMONT, IL 60018
jjulkowski@cbbel.com

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 26, 2018

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

Attention: Andrew Letson
Director of Public Works

Subject: Request for Qualifications/Proposals
Professional Engineering Services
Modeling, Final Design Plans and Permitting
Street Storage Program – Stage II

Dear Mr. Letson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit four sealed copies of our Statement of Qualifications and proposal to provide engineering services for modeling, final design plans and permitting for the Street Storage Program – Stage II for the Village of Lincolnwood (Village). The material presented is in accordance with the information requested and will demonstrate our extensive knowledge with the study area, the Village's requirements and Metropolitan Water Reclamation District's (MWRD) permitting and other applicable agencies as well as bidding assistance. As the Village is aware, CBBEL computed the analysis and design of the first phase of the Street Storage Program.

CBBEL's project team is highly qualified in civil and stormwater engineering services and exceeds the minimum qualifications of this RFQ/RFP. Our stormwater permitting experience as well as use of hydrologic modeling using XP-SWMM will also be key components to successful completion of this project. Our project team are highly qualified engineers with great familiarity with the Village and with using XP-SWMM software to ensure the Street Storage Program will be successful.

The contact person for this proposal is Mr. Jeff Julkowski, PE, who will act as our Project Manager for this project. Jeff has performed many stormwater management projects for communities and has intricate knowledge of the Village's stormwater issues. CBBEL looks forward to continuing our working relationship with the Village.

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We appreciate the opportunity to submit our proposal. We acknowledge receipt of Addendum #1 dated September 24, 2018 which we have also included with our submittal. If you have any questions or need any additional information, please do not hesitate to contact me or Jeff Julkowski at (847) 823-0500.

Sincerely,

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

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ADDENDUM #1

THIS DOCUMENT MUST BE INCLUDED WITH YOUR STATEMENT OF QUALIFICATIONS

Issued September 24, 2018

REQUEST FOR QUALIFICATIONS/PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE STREET STORAGE PROGRAM – STAGE II

Eight questions were received prior to the deadline of September 21, 2018. The questions and the Village's responses are available below. Please be sure to include this document with your statement of qualification to verify receipt.

Question: RFP states "… Services shall also include permitting through the Metropolitan Water Reclamation District ("MWRD") and other applicable agencies…" How many agencies do you anticipate, based on successful experience with Stage I, as Proposal includes an Estimated Cost of Services?

Answer: It is likely that MWRD will be the only agency who will require a permit; however, it is possible that some paving work may take place in the State's right-of-way, thereby requiring a permit.

Question: RFP states "… Village was divided into two areas, generally by Lincoln Avenue (north of Pratt Avenue) and Crawford Avenue (south of Pratt Avenue), approximately 0.81 square miles. The area to the east has been designated as Stage II and the area to the west as Stage III." Who developed the areas – staff, Village Engineer or others?

Answer: The Stage II and Stage III areas were developed by staff and the Village Engineer.

Question: RFP states "… estimated total construction cost for the Project is $4,175,000". Who developed this estimate? Does this estimate include Design and/or Construction Eng'g and/or easement work related to potential driveway berms and/or right-of-way consulting or costs?

Answer: The cost estimate is the total cost for the construction phase: construction and oversight.

Question: RFP states " … Consultant will set up hard survey control points and then perform an aerial topographic survey with a drone to collect LIDAR data. The aerial topographic survey shall be tied into the existing LIDAR data from the pilot project and the survey control points… " May we see sample of the survey data?

Answer: Complete survey data from the previous phase will be provided to the selected firm.

Question: RFP states " … The Consultant shall prepare plans, specifications, and a cost estimate *(P, S & E)* for the 90% engineering plans in accordance with IDOT standards." May we see CBBEL's P, S & E from Pilot Project/Stage I?

Answer: P, S & E from the previous phase will be provided to the selected firm.

Question: RFP states " … All firms responding to this RFQ/P shall provide a fee proposal in a separate, sealed envelope. " Does the Village have a specific way to document Consultant's costs and compensate Consultant? Would Lump Sum as a compensation method be allowed?

Answer: The Village would prefer that any fees be based on hourly rates with a not to exceed contract value.

Question: The RFP mentions in the Minimum Scope of Services section, that the Village previously had a 1D XPSWMM model prepared. The Pilot Area street storage design was done using a 2D XPSWMM model. Will the Village require the use of a 2D XPSWMM model for the project design?

Answer: A 2D XPSWMM model will be required for the project design phase to enhance the existing 1D XPSWMM model.

Question: Regarding Item 3 in the Scope of Services – Easement Exhibits, are you looking for us to prepare simple exhibits showing which properties will need easements with the shape and size of the easement shown on the exhibit? Or are you looking for us to provide actual plats of easement prepared by a PLS? The RFP mentions easement documents prepared by staff, so I just want to make sure I'm clear where the hand-off point is.

Answer: Construction easement exhibits should include a sketch depicting the property lines, public right-of-way, and the location of the proposed temporary construction easement. A full plat of easement is not required. The exhibit will be attached to a non-exclusive license agreement as a depiction of the licensed premises. This agreement will be executed by both the property owner and the Village and will be filed with the Cook County Recorder's Office. The Village will draft the license agreement.

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TAB 5 References (Past Performance)

TAB 6 Work Load Capacity



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FIRM HEADQUARTERS

Christopher B. Burke Engineering, Ltd. (CBBEL)
an Illinois Corporation
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
T: 847.823.0500 | F: 847.823.0520 | cbbel.com

CBBEL is a full-service consulting engineering and surveying firm that comprehensively meets the needs of our clients, whether in the public or private sector. Founded in 1986 by company president Christopher B. Burke, our Illinois-based staff of 211 consists of experienced and responsive professionals who provide engineering, surveying and environmental services on a personal level. Committed to delivering consistently accurate, timely and cost-effective solutions to a wide range of engineering and environmental challenges, our team's expansive list of specializations provide professionalism and a depth of expertise that promote project success.

87 LICENSED PROFESSIONALS

TOTAL STAFF **211**

32 YEARS IN BUSINESS







Since its founding in 1986, the size of our company and the complexity of our projects have grown. We are proud to have served as lead engineer on a variety of major municipal and county undertakings, including the design, permitting and construction of numerous major transportation and local municipal roadway projects, multi-use paths, bridges, flood control reservoirs, pump stations, embankments, storm sewers, large open channels, water mains and water systems.

As a full-service firm we also conduct water resource related studies, perform GIS services, environmental resource assessments, mitigation planning and permitting and a myriad of traditional civil engineering functions.

CBBEL has provided professional review services for municipalities, counties and state agencies. Our experience includes the review of drainage, roadway, subdivision, sanitary sewer and mechanical engineering submittals prepared by third-party consultants for both private and public sector clients.

Our office prepares a significant number of high-quality stormwater management studies and permit applications, having obtained *more than 2,000* ***US Army Corps of Engineers (USACE) Section 404 permits with accompanying IEPA water quality certifications, more than 500 Illinois Department of Natural Resources-Office of Water Resources floodway construction permits*** and 450 Federal Emergency Management Agency Letters of Map Amendment and Letters of Map Revision.





WATER RESOURCES ENGINEERING

Since the firm's inception in 1986, the Chicagoland area has experienced many significant storm events that have caused flooding of residential and commercial buildings. From the first one in August of 1987 through the most recent flood event(s) in the Summer of 2017, CBBEL has been working with municipalities evaluating and solving flooding problems and has provided design engineering, water resources and permitting, and construction management services for a variety of stormwater management projects.

Our Water Resources Engineering staff consists of 22 water resources engineers with Microstation and GIS support staff. We provide water resources related studies, design and permitting, environmental resource assessment, mitigation planning and permitting, the preparation of Dam Safety Permit applications, sedimentation studies, stormwater management studies, watershed studies, Flood Insurance Studies (FIS), FEMA Letter of Map Revision requests, floodway construction permit applications, unsteady flow modeling and roadway drainage projects, as well as the more traditional civil engineering functions on a daily basis.

We specialize in analyzing flooding problems and developing innovative solutions to those problems which includes the use of Best Management Practices. Our firm has undertaken many stormwater management studies and innovative flood mitigation projects beginning at the concept level (including the feasibility analysis), following with preparing preliminary engineering plans, attending Village Board meetings, performing public presentations, preparing final engineering plans, and permitting. Our services continue with administering the bidding process, and ultimately, through project construction. These projects have ranged in scope from 20-acre flood storage facilities to protect a subdivision to the design and permitting of a 1,600 acre-foot off-line flood control facility in the Salt Creek Watershed in DuPage County.

CIVIL ENGINEERING

Licensed engineers within the Civil Engineering Department have an average of 15 years of experience and maintain an active role throughout the entire project for a wide variety of public sector Civil Design projects. CBBEL staff routinely interacts with City engineering, planning, legal, and public works staff, fire protection districts, sanitary districts, County agencies, plan commissions and elected officials to ensure a comprehensive project approach.

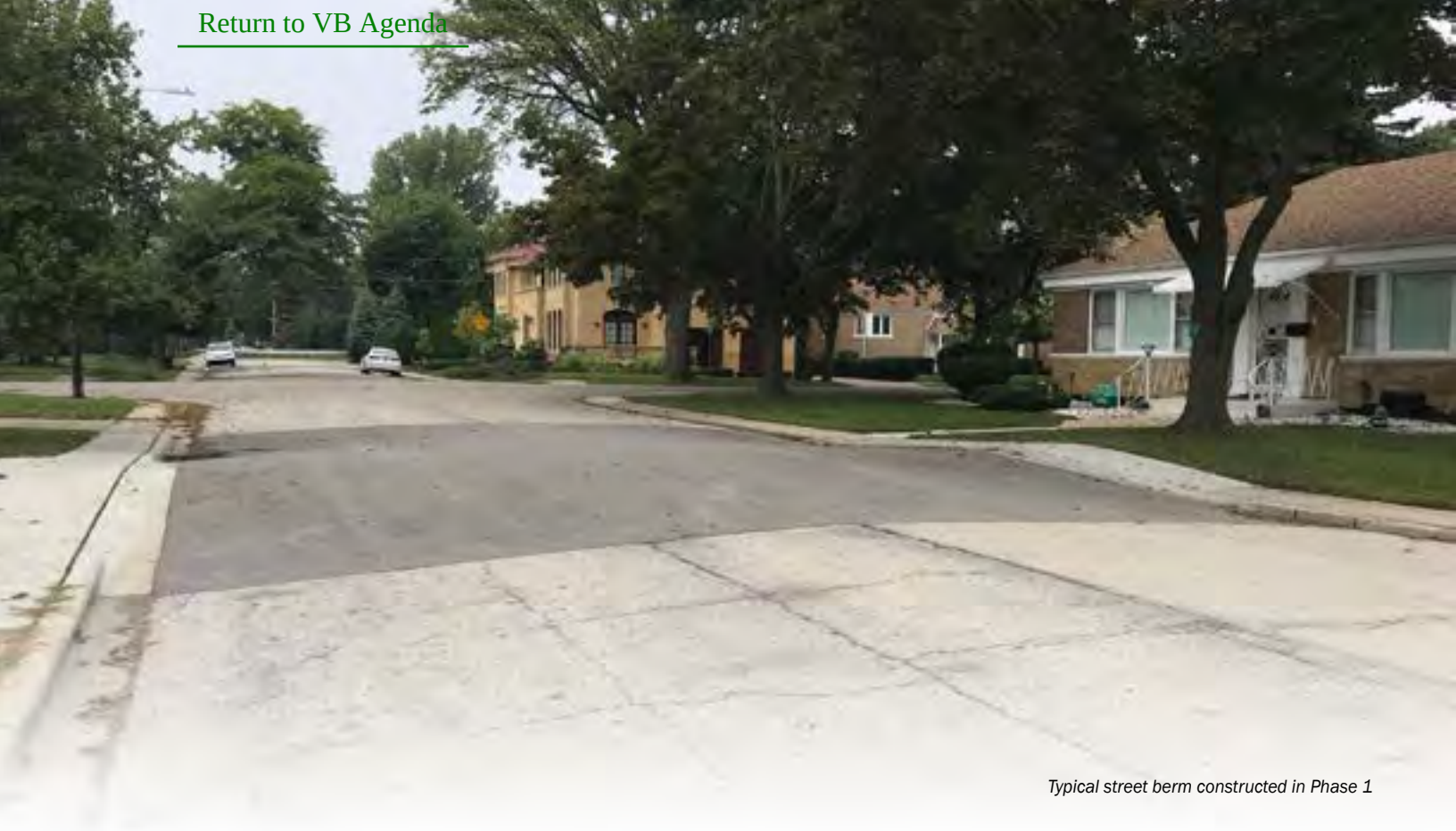
We also have a strong rapport with State and County agencies as well as municipalities responsible for plan approval and permit issuance. Work includes preparation of permit applications, obtaining accelerated local agency reviews, preparation of final permits, and coordination with owners and contractors regarding project performance guarantees. Our Civil Design experience includes but is not limited to:

Phase I Engineering & Environmental Studies

- Environmental Assessments
- Roadway Drainage Studies
- Intersection Design Studies
- Phase I Reports

Phase II Plans, Specifications & Estimates

- Roadway Design and Rehabilitation
- Bicycle and Multi-Use Path Design
- Streetscape Design and Landscape Architecture
- Roadway Design
- Bridge Design
- Traffic Signal Design
- Parking Lot Design
- Electrical Engineering and Lighting Design
- Feasibility Studies
- Plan Review
- Infrastructure Management
- Flood Control
- Drainage Investigation & Improvements
- Water & Sewer Design
- Pump Stations
- Utility Coordination
- Permitting
- Construction Administration
- Construction Observation



Typical street berm constructed in Phase 1

PROJECT UNDERSTANDING

We understand that the Village has been working towards implementing a Village-wide stormwater program for several years, and that process has not been without challenges. The last few years have seen major progress in this initiative with the construction of a “pilot program” of street storage. Street storage, the temporary storage of stormwater on the surface of the Village’s streets through the use of inlet restrictors and containment berms, is a major element of the Village’s overall stormwater management program. We understand that as the street storage system has been in place and operating since 2016, the Village would like to expand the program to the next stage of implementation (Stage II).

CBBEL completed the street storage design for the recently constructed Pilot Area. We understand, more than any other consultant, the complexities involved in the design of this seemingly simple system of restrictors and berms. Hydraulic modeling is required to a high level of detail to determine the required size, location, and elevation of hundreds of inlet restrictors and dozens of containment berms. The modeling information must be coordinated closely with the construction plan preparation. We have demonstrated previously that we are capable of successfully completing this task, and we are ready to move on to implement the next phase of the Village’s stormwater management program.

To demonstrate our understanding of the project, we have prepared the following scope of services that are required to accomplish the project goals:

SCOPE OF SERVICES

Task 1 – Aerial Topographic Survey:

CBBEL will setup hard survey control points via traditional ground surveying and then perform an aerial topographic survey with a drone. The aerial topographic survey covers the project limits and will also be tied into the existing LIDAR data from Stage 1 and the survey control points. This task will produce a digital terrain model of the ground surface that will be used in the modeling task.

Task 2 – Street Storage Hydraulic Modeling:

Design of the Stage 2 street storage program will follow a similar sequence of analysis as followed for the Pilot area design. While the AB&H model provides the overall plan and intended berm locations, in essence a new and more detailed hydraulic model will be created for the Stage 2 area. The model will be enhanced to include all existing inlet locations rather than just each mainline manhole as in the high-level AB&H model. Note that ground surveying of the sewer system has not been proposed; we will utilize the pipe network information developed by AB&H and will make assumptions on average inlet lateral depth for the restrictor sizing. The hydrology parameters will also need to be reassessed since there were errors in the AB&H model noted during the previous Pilot area design. Ultimately, this task will be used to develop the proposed street and driveway berm locations, the proposed restrictor locations and sizes, any proposed sewer extensions, and iterations between the modeling and preparation of the design plans. The key sub-tasks involved in the hydraulic modeling tasks are as follows:

Task 2.1 – Existing Conditions Modeling:

- Process ground surface information from the aerial topographic and input to hydraulic model
- Determine watershed hydrology parameters
- Input all inlets based upon GIS database and field verify existing restrictor lids
- Identify all existing inlets with restrictor grates
- Identify all reverse-slope driveways within study area
- Simulate various storm events from 1-year to 100-year, 1-hour events
- Mapping of results to identify areas at risk of overland flooding
- Quantify number of buildings at-risk of basement backup
- Prepare exhibits depicting anticipated inundation limits for various storm events
- Prepare a summary memorandum for existing conditions documenting the model development and simulation results.

Task 2.2 – Proposed Conditions Modeling:

- Determine proposed street and driveway berm locations and input to model
- Input restrictors to all inlets in the model
- Iterate and optimize berm locations, elevations, and restrictor sizes
- Prepare exhibits and memorandum to summarize proposed street storage plan
- Iterate with design of construction plans to revise berm elevations, restrictor sizes, etc. to ensure constructability of plan
- Run final analysis of construction plans to verify project goals are met

Task 3 – Public Involvement:

Once the locations of the roadway and driveway berms are identified, CBBEL will work with Village Staff to host a public meeting. The Public meeting will be our platform to inform the public of the benefit of the project and the proposed impacts similar to the meeting which was held in Stage 1. We will also use the meeting as way to start a dialogue with property owners from which we need an easement for driveway berms. This task also includes time to meet with residents individually to discuss the proposed driveway modifications.

Task 4 – Easement Exhibits:

This task consists of developing easement exhibits for the driveway locations identified for the completion of the Pilot area. We are unsure of the number of easements required until the modeling is completed. For this estimate we are assuming that 20 easements will be required.

Task 5 – 90% Plans:

CBBEL will prepare plans, specifications, and a cost estimate for the 90% Engineering Plans in accordance with IDOT standards. The plans will be submitted to the Village for review and will be used for the required permitting.

Task 6 – Final Engineering Plans:

CBBEL will finalize the Engineering Plans, Summary of Quantities and Cost Estimate based on the review comments provided by Village Staff.

Task 7 – Permitting:

This task will consist of preparing a permit application to the Metropolitan Water Reclamation District (MWRD) for qualified sewer construction.

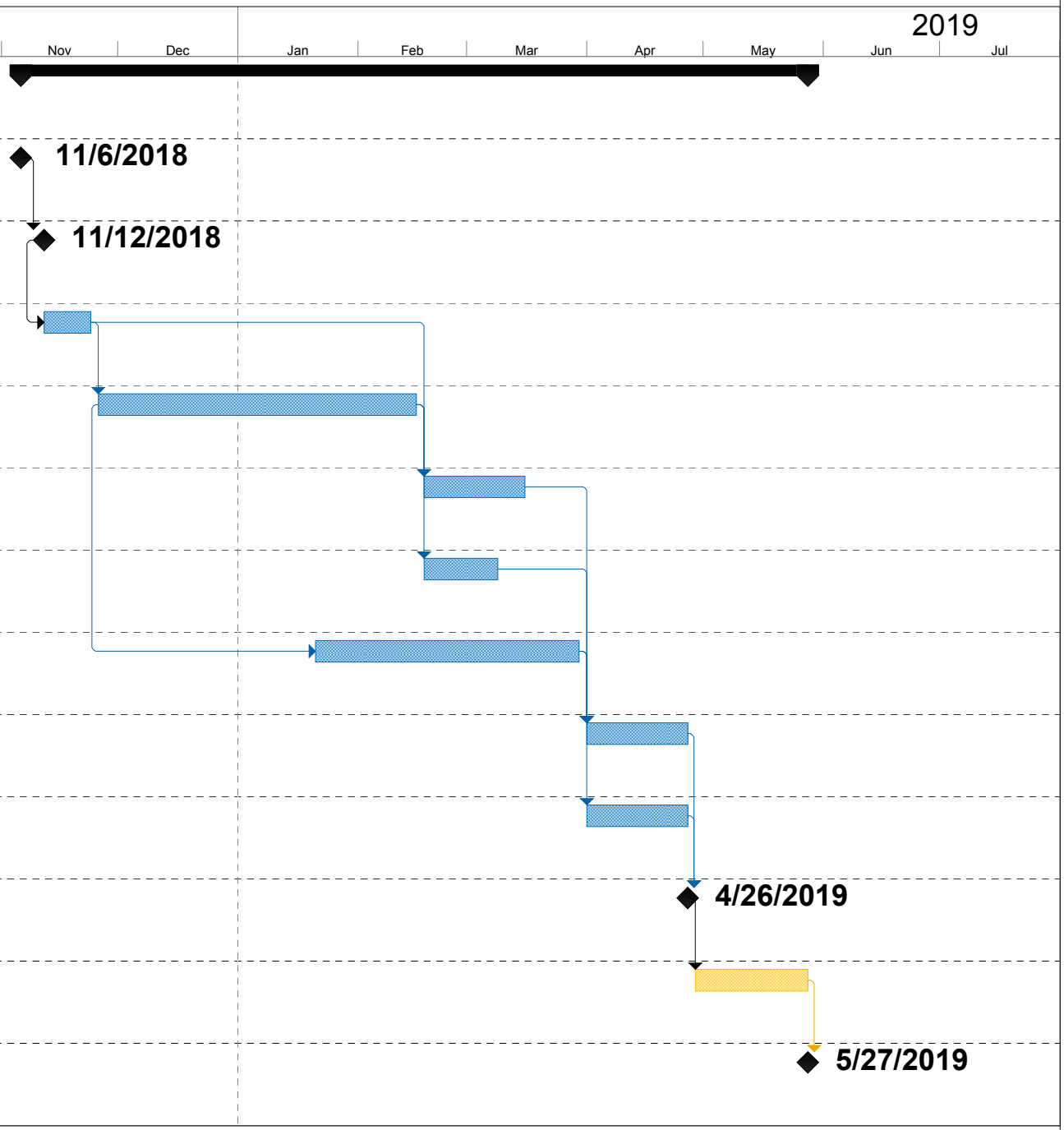
Task 8 – Bidding Assistance:

CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all the bids and make a recommendation of award.

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Village of Lincolnwood - Street Storage Stage II

ID	Task Name	Duration
1	**Lincolnwood Street Storage Stage 2**	**145 days**
2	***Award Design Contract***	0 days
3	Kickoff Meeting	0 days
4	Aerial Topographic Survey	10 days
5	Hydraulic Modeling	60 days
6	Easement Exhibits & Site Meetings	20 days
7	Public Outreach & Meeting	15 days
8	90% Plans	50 days
9	Final Plans	20 days
10	MWRD Permitting	20 days
11	Release Bids	0 days
12	Bidding Assistance	21 days
13	***Bid Opening***	***0 days***



Selection of a Project Team is critical to a successful project. The Village has made a major commitment to its residents to improve its stormwater management infrastructure on a Village-wide basis, specifically the Village's Street Storage Program, Stage II project (Project) . A successful Project Team needs to understand the Village's goals, have a comprehensive view of the project, and share a history of delivering projects from inception to construction. Our Project Team has been assembled with this philosophy in mind.

This project will require collaboration between stormwater modeling, preparation of design plans, and construction. Many firms can point to experience in all three of these areas; at CBBEL, we can point repeatedly to experience with all three on the same project. Many communities have been prompted to invest in stormwater infrastructure in recent years. We have successfully completed many projects that originated as concepts in our Water Resources department, were fully vetted and designed by our Civil Design group, and then became reality with the supervision of our Construction Engineering staff. Most importantly, the projects have been successful in the most important measure – reducing flooding. We have provided a few examples of past projects within this proposal, and we look forward to the opportunity to discuss many others and how we can bring that collective experience to this project.

Our key staff are shown below along with an organizational chart illustrating our anticipated staffing. Resumes are also included in the tab.



JEFFREY JULKOWSKI, PE, CFM, CPSWQ | PROJECT MANAGER ENGINEER V

Senior Project Manager within our Water Resources Department with over 19 years of experience that includes the development and implementation of stormwater infrastructure projects throughout the region. Jeff has been involved with the Village's Stormwater Master Plan since CBBEL became the Village's Engineer. Jeff will manage the overall project so that the goals of the Stormwater Master Plan are implemented.



JAMES AMELIO, PE | PUBLIC INVOLVEMENT ENGINEER IV

Project Manager with 15 years of experience with our Civil and Construction Department. James serves as the Village Engineer for Lincolnwood and has been involved in the design and construction of the Street Storage Pilot Project. James will facilitate public involvement, interact with residents as part of the easement requests, and also act as a liaison with the Village for this project.



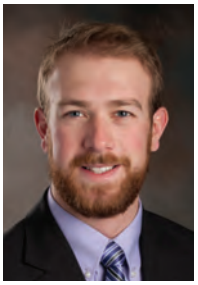
STEPHEN SUGG, PE, PTOE | CIVIL DESIGN ENGINEER V

Steve is a Senior Project Manager with over 28 years of engineering experience in the Chicago area. Mr. Sugg will be responsible for the successful completion of plans, specifications, cost estimating, and bidding assistance.



DANIEL DEM, PE | CIVIL DESIGN ENGINEER I/II

Daniel is a Design Engineer in our Civil Department. Daniel is experienced in plan preparation and is intimately involved in the Lincolnwood Transmission Main project. Daniel's knowledge of the Village will be extremely useful in this project. Mr. Dem will assist Mr. Sugg in preparation of plans, specifications, cost estimating, and bidding assistance.



MICHAEL BURKE, PE, CFM, CPSWQ | STORMWATER/PERMITTING ENGINEER III

Mike is a Water Resources Engineer responsible for stormwater modeling and permitting. Mike completed the 2D XP-SWMM modeling for the Pilot Area Street Storage project. Mike will be responsible for coordination of the modeling efforts with the design plans, as well as any permitting required.



BRIAN KUBILIUS | STORMWATER/PERMITTING ENGINEER I/II

Water Resources Engineer responsible for water resources engineering project analysis and design. Brian will assist with the 2D XP-SWMM analysis so that multiple alternative designs can be developed concurrently until an optimized design is completed.

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ORGANIZATIONAL CHART

MODELING, FINAL DESIGN PLANS AND PERMITTING
STREET STORAGE PROGRAM - STAGE II

QA/QC
Thomas Burke, Jr., PhD, PE

PROJECT MANAGER
Jeffrey Julkowski, PE

PUBLIC INVOLVEMENT
James Amelio, PE

TOPOGRAPHIC SURVEY

CIVIL DESIGN
James Amelio, PE
Stephen Sugg, PE
Daniel Dem, PE

STORMWATER/ PERMITTING
Michael Burke, PE
Brian Kubilius, EI

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JEFFREY JULKOWSKI, PE, CFM, CPSWQ

Senior Project Manager

Professional Engineer experienced in water resources; responsible for engineering project management and analysis. Duties include performing the following hydrologic and hydraulic engineering tasks: land use characterization, watershed studies, floodplain/floodway delineation, detention and compensatory storage determination, steady state hydraulic analyses, and design of conveyance systems, and stormwater management permitting.

Computer modeling experience includes TR-20, HEC-HMS, HY8, HYDRAFLOW, HEC-2, HEC-RAS, WSP-2, InfoSWMM, and XP-SWMM.

Lincolnwood Street Storage Program, Lincolnwood: Lead Water Resources Engineer responsible for the modeling analysis and coordination with plan development. Project involved placing inlet restrictors and containment berms to temporarily store runoff on street surfaces to reduce peak flows into system. Modeling analysis completed using 2D XP-SWMM Model.

I-290 Flooding Study, Forest Park: Lead Engineer for flooding evaluation portion of IDOT Location Drainage Study. Repeated flooding has occurred on I-290 near Des Plaines Ave. As part of the Phase I planning for reconstruction of I-290, IDOT requested a detailed flood study of this area. An XP-SWMM model was developed and calibrated to record pump station data. Alternatives were developed that included new conveyance systems, an enlarged pump station, and underground storage vaults.

Riverside Comprehensive Sewer Study: Project Manager responsible for project management, development of improvement alternatives, project QA/QC and public presentations of study results. Scope included development of Info SWMM sewer model of Village's entire combined and storm sewer system.

Park Ridge Stormwater Master Plan: Project Manager for a citywide study initiated to identify flood control projects throughout the City. Thirteen projects totaling over $100 million were identified. Project included significant public coordination and multiple city council presentations.

Park Ridge Citywide Sewer Study: Lead Engineer that developed InfoSWMM model of entire City's sewer system. Project need resulted from repeated severe flooding events in recent years. Responsible for coordinating development of InfoSWMM models for 3 major sewer systems and development of 12 project areas to reduce the risk of flooding. Completed benefit/cost analysis. Prepared final report and gave presentation of results to City Council.

Park Ridge Sewer Improvement Program: Project Manager for follow-up to Citywide Sewer Study. Ongoing project to develop conceptual improvements into construction projects. Responsible for coordinating InfoSWMM modeling and development of final construction documents.

Park Ridge Stormwater Utility Study: Project Manager for project to determine the feasibility of implementing a stormwater utility fee in the City of Park Ridge. Responsibilities included developing an impervious area database, determining the Equivalent Residential Unit, and making multiple presentations to City Council.

O'Hare Modernization Program – Master Drainage Plan, Chicago (Ongoing): Project includes drainage master planning work to expand and reconfigure the airfield at O'Hare International Airport. Responsibilities included determining the layout of numerous storm sewer systems to collect runoff potentially contaminated with aircraft deicing fluids. Sizing of these systems was done using XP-SWMM modeling software. Responsibilities also included the sizing of 3 large detention basins, coordination with numerous airfield design projects, and technical support for permitting through IDNR-OWR, DuPage County, IEPA, MWRDGC, and FAA. Also oversaw preparation of permit submittal to IDNR-OWR for improvements within Crystal Creek watershed.

Lombard Terrace View Pond: Project Manager for drainage study and development of flood control project to create 8 acres-ft of flood storage by lowering water elevation of existing pond. Project also included construction of stormwater pump station and relief sewer to address local street flooding.

YEARS EXPERIENCE: 19
YEARS WITH CBBEL: 19

EDUCATION
Bachelor of Science, 1998
Agricultural Engineering
University of Illinois at Urbana-Champaign

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.057976, 2004

CERTIFICATIONS
Certified Floodplain Manager, IAFSM

Certified Professional in Stormwater Quality, Envirocert International

PROFESSIONAL DEVELOPMENT
FEQ Unsteady Flow Modeling Seminar

National Highway Institute-HEC-HMS Training Seminar

ASCE-Illinois Section EE&WR Technical Group–XP-SWMM2000 Training Course

Ethics in City Government, Ethics Training for CDA/OMP Contractors, Vendors and Employees

PROFESSIONAL AFFILIATIONS
Illinois Association for Floodplain and Stormwater Management

AWARDS
APWA Transportation Project of the Year, over $10M, 2003, Butterfield Road (South), LCDOT

Lombard Combined Sewer Modeling: Project Manager for an ongoing analysis of 2 areas of the Village's storm and combined sewer system encompassing approx. 1,900 acres. Runoff from these areas is conveyed to various sewer treatment facilities, until those systems reach capacity and overflow to East Branch DuPage River. Project will determine existing system capacities and frequencies of combined sewer overflow events, with the goal of developing a sewer separation plan that will reduce frequency of CSO's. Analysis uses the XP-SWMM hydraulic model which will be calibrated to recorded rainfall and pipe flow data. After the model is calibrated, deficient areas will be identified and a sewer separation plan will be developed.

Homestead Gardens Detention Basin, Highland, IN: XP-SWMM analysis of existing drainage system. Project involved developing XP-SWMM model of area that has experienced repeated flooding. Proposed alternative included construction of a flood control basin and relief storm sewers.

Will County Stormwater Technical Manual: After assisting Will County with the drafting of its countywide Stormwater Management Ordinance, CBBEL prepared a Technical Guidance Manual to complement the Ordinance and to describe the technical basis for requirements of the Ordinance. Responsibilities included drafting of text and examples, creation of figures, and integration of review comments from Stormwater Committee. Manual includes information in regards to: requirements for stormwater management, erosion and sediment control, protection of special management areas, Stormwater Management Permit submittal requirements, long-term maintenance, and enforcement and penalties.

USX-Southworks, Chicago: Developed a Stormwater Management Plan that uses the site's location and unique characteristics to complement the concept of sustainable development and reduces impact to both the proposed on-site and existing off-site infrastructure. Stormwater Management Criteria were proposed for 6 zones. Each zone is defined by a different set of criteria. Criteria are based on: desire to recharge groundwater and convey clean runoff to Lake Michigan, reducing stormwater flow to the City's sewer system and promoting BMPs to reduce and treat runoff. BMPs were used to remove pollutant loading from stormwater runoff for water quality control and reduce stormwater runoff and to lessen the impact to existing and proposed infrastructure. Developed conceptual grading plan and utility plans for watermain and sanitary sewer. Designed infiltration basins and vegetated swales/bioswales and used Ecoloc® permeable pavers.

Town of Cicero Comprehensive Plan: Developed drainage and flood reduction strategies to be included in the long term Comprehensive Plan. Responsibilities included drafting report text and participating in open house meetings with Town residents.

IDOT LOCATION DRAINAGE STUDIES

Des Plaines River Road Reconstruction: Project included the reconstruction of 4.2 miles of roadway adjacent to the Des Plaines River. Responsibilities included researching and identifying the existing drainage systems throughout the project, analysis of existing system capacities, design of a proposed mainline storm sewer system with several new outlets to the Des Plaines River, alternatives analysis of several floodplain/floodway compensatory storage scenarios, and preparation of LDS. Project included coordination with City of Des Plaines, IDOT, FPDCC, and Illinois Tollway.

Hankes Road Reconstruction, Sugar Grove: Construction of new exit/entrance ramp from IL Route 56 to Hankes Rd. Responsibilities included WSP-2 hydraulic modeling for 2 new bridges on Blackberry Creek and Lake Run Tributary, determination of floodplain fill volumes, and development of compensatory storage alternatives. Prepared Hydraulic Reports for proposed Blackberry Creek and Lake Run Tributary bridge structures.

Rohlwing Road Reconstruction, Rolling Meadows: Reconstruction and jurisdictional transfer of a ½-mile section of Rohlwing Rd from Industrial Ave to Northwest Hwy. Project route experienced frequent flooding depths of 3-4' due to large developed watershed and undersized drainage systems. Responsibilities included watershed analysis, developing and evaluating flood reduction alternatives, and preparation of LDS.

Balmoral Avenue, Rosemont: Construction of new roadway and an exit/entrance from Mannheim Rd to Balmoral Ave. Future phases include additional access to Mannheim Rd and new access from Balmoral Ave into O'Hare International Airport. Performed drainage study to determine detention storage requirements and verify capacities of existing drainage systems. Prepared LDS and permitting through IDOT.

STORMWATER AND FLOODPLAIN MANAGEMENT PERMIT APPLICATIONS

Tinley Park Retail Center: Project included development of a retail center on a 109-acre parcel, of which approx. 92 acres was located within a Zone A 100-year floodplain. Responsibilities included designing detention storage basins to meet the requirements for both Village and MWRDGC, design of several compensatory storage basins to mitigate for floodplain fill, a hydraulic analysis to define the limits of Zone A floodplain, and design of an inverted siphon system using XP-SWMM to allow runoff to cross below Union Drainage Ditch and access the site's detention basin.

Brach-Brodie Property, Naperville: Responsibilities included determination of detention storage requirements and preparation of permit submittal to City and DuPage County. Also completed drainage study of IL Route 59 and offsite areas to design a bypass culvert through the development. Completed permitting through IDOT-Hydraulics. Project involved development of 100-acre plus parcel of land. The property, bordered on the north by 75th Ave and on the west by IL Route 59, was converted from farmland into commercial space. Project included construction of a 52 acre-foot stormwater management facility, new wetland in adjacent Forest Preserve parcel, new ½ mile 4 lane roadway, new signalized intersections on IL Route 59 and 75th Ave, new turn lanes in existing medians of IL Route 59 and 75th Ave, and roadway widening of IL Route 59 and 75th Ave. Project also included coordination of 80,000 plus CY of imported structural fill and construction of 5 building pads ranging in size from 10,000 SF to 150,000 SF.

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THOMAS BURKE, PHD, PE, D.WRE, CFM, CPESC, CPSWQ

Vice President, Head, Water Resources Department

Professional Engineer experienced in civil and water resources engineering. Responsible for water resources engineering project, design, and reviews, including land use characterization, watershed and floodplain/floodway delineation, steady and unsteady river hydraulics analysis, stormwater management, feasibility studies, and development of countywide ordinances. Head of Water Resources Department, responsible for 20 water resources engineers performing technical analysis and design. Projects include developing hydrologic and hydraulic models, establishing floodplain and floodway limits, evaluating proposed modifications, stormwater management design for commercial, industrial, and residential development, obtaining permits through municipal, county, state and federal agencies and Letters of Map Change. Served as an expert witness for cases involving stormwater management in Illinois and Indiana. Stormwater consultant for the Lake County Surveyor's Office, Lake County Drainage Board and Town of Dyer in Indiana. Oversee the stormwater reviews for several communities in the Chicagoland area and northwest Indiana.

WATERSHED PLANNING STUDIES

Upper Salt Creek FEQ Study, DuPage County: Performed hydraulic analysis using FEQ unsteady-state model for a comparison study with HEC-2 steady-state model.

Flagg Creek Watershed Plan, DuPage County: Performed hydraulic analysis using FEQ unsteady-state model, economic analysis of damages from historical events and assisted in the preparation of a watershed plan.

Addison Creek Watershed Plan, DuPage County: Performed hydraulic analysis using HEC-2 steady state model, economic analysis of damages from design storm event and preparing a watershed plan which allows the Village of Bensenville to plan and obtain funding for regional stormwater projects.

Upper Des Plaines River Tributaries, DuPage County: Completed a Watershed Study for Willow-Higgins Creek and Bensenville Ditch as they relate to the City of Chicago O'Hare International Airport Modernization Program. The plan allows for the future development to meet the intent of the DuPage County Stormwater and Flood Plain Ordinance by reducing peak discharges leaving the airport property and identifies known flooding problems in the watershed.

Downers Grove Downtown Redevelopment Watershed Plan, DuPage County: Completed a special watershed study of St. Joseph's Creek to allow the downtown area to develop without having to provide detention on each site and meeting the intent of the Ordinance by improving the watershed. The plan also provides the supporting calculations and documentation for the fee-in-lieu of detention value.

SPECIAL STUDIES

Winnetka Flood Risk Reduction Study: Performed a flood risk reduction analysis based on the flooding from the September 2008 event. The purpose of the study was to evaluate the existing storm sewer systems for the 2-, 5-, and 10-year design events, establish causes for the flooding and provide improvement plans to reduce the risk of future flooding. There were 5 study areas identified through a series of public meetings and flood damage questionnaires. Causes of flooding were identified and conceptual improvement plans, along with estimated costs, were prepared. The study was then expanded to cover 3 additional areas and include evaluation of protection up to the 100-year design storm event following significant flooding in July 2010.

Elmhurst Comprehensive Flood Plan: Completed an overall study of 10 areas that significantly flooded during the July 2010 storm event. After analyzing the existing conditions, proposed solutions were provided to reduce the risk of future flooding. Hydrologic and hydraulic modeling were used in the evaluation of alternatives. Cost estimates were determined for each solution. We also reviewed the current stormwater practices and made recommended improvements. Several presentations were made to the City and many meetings with a citizen task force were held.

St. Margaret Mercy Healthcare Centers, Inc., Dyer, IN: Hart Ditch overtopped its banks, causing significant overbank flooding through the Town of Dyer and substantial flood damage to the hospital campus. CBBEL was retained to evaluate the cause of the flooding and prevent future flooding. A flood protection barrier was proposed. CBBEL developed a hydrologic model for the Plum Creek/Hart Ditch Watershed and calibrated to August 2007 storm event using measured rainfall data; developed an unsteady HEC-RAS hydraulic model to determine benefits of flood storage, a summary report and creation of temporary and permanent flood protection for the campus. This information was used for further development of flood storage needed.

YEARS EXPERIENCE: 27
YEARS WITH CBBEL: 22

EDUCATION

Doctor of Philosophy, 1996
Civil Engineering
Purdue University

Master of Science, 1992
Civil Engineering
Purdue University

Bachelor of Science, 1991
Civil Engineering
Northwestern University

PROFESSIONAL REGISTRATION

Professional Engineer, IL, 062.052048, 1998

Professional Engineer, IA, 17060, 2004

Professional Engineer, IN, 10708209, 2007

Professional Engineer, MI, 6201062525

Professional Engineer, TX, 121172

Professional Engineer, PA, 084728, 2016

CERTIFICATIONS

Diplomate Water Resources Engineer (D.WRE)

Certified Floodplain Manager IAFSM

Certified Professional in Erosion and Sediment Control

Certified Professional in Stormwater Quality, Envirocert International

Kane County-Engineer Review Specialist

AWARDS

Young Civil Engineer of the Year, ASCE-IL Section, 2000

Edmund Friedman Young Engineer Award for Professional Achievement, ASCE, 2001

Charles Ellet Award, Western Society of Engineers, 2001

Chi Epsilon Chapter Honor Member, Purdue University, 2001

Economic Impact Study, MWRDGC: Managed an engineering analysis and report, in support of the Economic Impact Study, to evaluate the site impacts and corresponding stormwater infrastructure costs associated with implementing the Draft Watershed Management Ordinance. The report was provided to an economic consultant to assist in the preparation of the Economic Impact Study conducted by MWRDGC.

Orland Park Flood Risk Reduction Assessment: As the result of significant flooding in the Village from a severe rainstorm on July 27, 2003, CBBEL performed a flood risk reduction analysis. The primary goal at the study was to determine the extent and cause of flood damage throughout the Village. There were 21 study areas identified within the Village and conceptual estimates of construction costs were prepared for possible solutions. A flood damage questionnaire was distributed throughout the Village and multiple neighborhood meetings were held.

Orland Park Stormwater Management Plan: Utilizing the analysis prepared in the Orland Park Flood Risk Reduction Assessment, CBBEL prepared a stormwater management plan for the Village which addressed implementing specific drainage improvements in 16 of the 21 study areas. The plan varied from construction of new storm sewers to increasing storage capacity to modifying overland flow routes.

Wood Dale – Itasca Spillway: Design and analysis of a spillway diverting large flows into a reservoir. Performed wave run-up calculations for permitting and hydraulic analysis using FEQ unsteady-state model to analyze the economic benefit of many scenarios. Project includes the optimization of four gate setting for diverting flow from Salt Creek into a large pump-evacuated reservoir. Used economic data to determine project benefits for State funding.

Lincoln Park Zoo, Chicago: Part of a consulting team renovating the South Pond area that will inspire lifelong environmental stewardship for Chicago area students, families, and community members. CBBEL worked on the design to enhance the pond by improving the water quality by replacing surrounding asphalt paths with native vegetated edges, introduce interactive elements along the pond, add a boardwalk through the pond, restore and protect the island in the pond and improve the surrounding landscape.

Morton Arboretum Main Parking Lot Design, Lisle: CBBEL incorporated BMPs into the design of their 6-acre Main Parking Lot. The Main Parking Lot is located in the floodplain of the East Branch of the DuPage River, and stormwater runoff from the parking lot will drain to Meadow Lake. The design of the Main Parking Lot included the following BMPs: Wetland Sedimentation Basin, Porous Pavement, Depressed Medians, and Subsurface Stormwater Storage. Following the completion of the project a study comparing the results of runoff volume from the Main Parking Lot with the runoff volume from the staff parking lot (typical impervious coverage) was performed to demonstrate the reduction of runoff using BMPs.

ORDINANCE DEVELOPMENT

Technical Guidance Manual for the Watershed Management Ordinance, MWRDGC, Cook County (2014): Project Lead responsible for the development of the TGM to accompany the WMO, in collaboration with MWRDGC. The project involved the creation of technical guidance for stormwater management, floodplain/floodway, riparian environment, and wetland submittals under the WMO, and also included the development of all permit forms, checklists, template hydrologic models and other resources. Additionally, the project also involved numerous public training seminars that covered the WMO, TGM, and HEC-HMS hydrologic modeling.

DuPage County Stormwater Ordinance (2012): Worked on complete overhaul of the County Stormwater Ordinance to reflect the current and future development conditions. The revised ordinance was developed with input from the Steering Committee made up of municipal engineers and County staff.

Kane County Stormwater Ordinance (2001): Worked for the Kane County Department of Environmental Management to produce an ordinance that reflects the Kane County Stormwater Master Plan and the appropriate stormwater criteria. Assisted in the writing, research and presentations of the Ordinance.

Kane County Technical Manual (2001): Responsible for the development of a manual that is used as a supplement to the new Ordinance. The manual includes example calculations and standard forms that will be used in every stormwater submittal and example plans to assist the design engineer in preparing a submittal.

State of Indiana:
Town of Dyer Stormwater Management Ordinance (2012)
Town of Dyer Stormwater Quality Management Plan (2012)
Lake County, Indiana Stormwater Management and Clean Water Regulations Ordinance (2006)

ENGINEERING REVIEW

Village of Orland Park (2004-present): As a consultant to Village Engineering and Public Works Departments, CBBEL is providing engineering project review services. The reviews range from single family lots to 70 lot residential developments. We have been involved with the conceptual meetings through final engineering review.

Lake County, IN (1996-present): Consultant to Lake County Surveyor's Office, responsible for reviewing stormwater management of proposed projects with respect to the Lake County Drainage Ordinance. Attend monthly Drainage Board meeting to assist Lake County Surveyor with proposed projects and public comments.

Town of Dyer, IN (2008-present): Consultant to Town's Storm Water Board working on various drainage problems. CBBEL has completed studies on over 10 different areas ranging from a subdivision problem to sizing a regional flood control facility. Designed Phase 2 of the Beren's-Monaldi flood control wall protecting hundreds of residents from overbank flooding. Initiated and coordinated the installation of a stream gage and rain gage in Plum Creek Watershed in conjunction with the USGS. Developed an early warning system utilizing the gages and predicted rainfall to forecast flooding and provide the Town sufficient time to prepare and respond.

JAMES AMELIO, PE
Project Manager

Professional Civil Engineer experienced in design and construction engineering. Civil Design experience includes roadway and streetscape design, storm and sanitary sewer design, water distribution design, and the preparation of State and Municipal plans, specifications and estimates. Construction Engineering experience includes on-site construction observation, project coordination, scheduling, and documentation of quantities, coordination and/or verification of materials testing and inspection, preparation of change orders, review of contractor pay requests, coordination of as-built drawing preparation, and finalization of contracts. Proficient in documentation for various types of funding including FAU, STP, LAPP, MFT, and CDBG grants. James also serves as Village Engineer and main point-of-contact for the municipalities of Lincolnwood and Forest Park. Software Experience: Microsoft Project/Word/Excel/Access, ICORS, MicroStation, Geopak

Village Engineer, Lincolnwood (2014-present): Currently oversees all municipal engineering responsibilities and serves as Village Engineer. Regularly works with the Village in a variety of capacities including administration and design of municipal programs and projects, solicitation of grant funding, coordination of development reviews and construction inspections, and attendance at Village Board meetings as well as staff meetings.

Village Engineer, Forest Park (2003-present): Currently oversees all municipal engineering responsibilities and serves as Village Engineer. Regularly works with the Village in a variety of capacities including administration and design of municipal programs and projects, solicitation of grant funding, coordination of development reviews and construction inspections, and attendance at Village Board meetings as well as staff meetings.

MUNICIPAL

Pratt Avenue Resurfacing, Lincolnwood: Project Manager responsible for design engineering services. Project consisted of 2 miles of roadway resurfacing and received FAU funding.

U.P. Parking Lot, Lincolnwood: Project Manager for design of a new parking lot facility with 100+ parking stalls. Scope included design of the parking lot, stormwater management, permitting, and bidding assistance.

Infrastructure Plan and Alley Evaluation, Lincolnwood: Project Manager responsible for data collection and rating of existing infrastructure in order to create a 10-year plan for the Village's future public improvements projects.

Annual Capital Projects, Forest Park: Responsible for the design and oversight of the Village's annual capital projects. Projects consist of: Water Main Replacement Project, 50/50 Sidewalk Program, Alley Reconstruction Program, Pavement Marking Program, CDBG Program, Parking Lot Sealcoating, and various resurfacing projects.

Tollway Access Road (TAR) Removal, Conway Park Owners Association, Lake Forest: Project Manager responsible for design, bid, and construction management services. Project consisted of removal of an existing roadway and mass grading to build a berm.

Downtown Redevelopment (Stages I & II), Lincolnshire: Project Engineer for design and permitting of a detention pond and a compensatory storage basin, retaining wall, and streambank stabilization in Stage I. Stage II involved an access road, parking lot, and 2 pedestrian bridges to serve newly developed properties. Additional work items included storm and sanitary sewer lines, water main, site lighting, and mass grading. Permits were required from LCSMC, USACE, FEMA, IEPA, and IDOT. Produced plans, specifications, and estimates for bid packages.

Fairway Stage 1 Roadway Improvements (2018), Orland Park: Project Manager for full depth reconstruction of nearly 20,000 square yards of roadway. Project also included curb and gutter and sidewalk removal and replacement (as necessary), storm sewer improvements, and ADA sidewalk ramps. Duties included coordination with contractor, Village staff, and residents, project scheduling, material submittals, contract administration, processing of pay estimates, and project closeout.

Fairway Stage 2 Water Main Replacement, Orland Park: Project Manager for construction of the Fairway Stage 2 Drainage and Watermain Improvements. Project involved the construction of approximately 7,000 LF of new 8-inch ductile iron watermain throughout the Fairway neighborhood, including new water services, valves, and fire hydrants. Also included in this project were miscellaneous drainage improvements, including installation of rear yard drainage structures which were tied into the existing storm sewer system.

YEARS EXPERIENCE: 15
YEARS WITH CBBEL: 15

EDUCATION
Bachelor of Science, 2003
Civil Engineering
University of Illinois at Urbana-Champaign

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.060779, 2008

CERTIFICATIONS
Documentation of Contract Quantities, IDOT, 16-12215

ICORS Training Seminar, IDOT

Material Management of Job Sites, IDOT

PROFESSIONAL DEVELOPMENT
IDOT QC/QA Courses:

Mixture Aggregate Technician Course

Portland Cement Concrete Level 1

Hot Mix Asphalt Level 1

Bituminous Concrete Density Tester Course

Madison Street Resurfacing, Forest Park: Project Manager responsible for design engineering services. Project consisted of 0.5 mile of roadway resurfacing and received FAU funding.

Harvard Street Reconstruction, Forest Park: Resident Engineer for this federally funded streetscape reconstruction project which included traffic calming bump outs, pedestrian lighting, landscaping enhancements, sewer point repairs, upgrading the water main, and pavement reconstruction.

Village Improvement Program (Stages I & II), Forest Park: Construction Manager/Resident Engineer for roadway, alley and water main improvements. An infrastructure assessment identified areas most in need of repair and compared project delivery alternatives. Stage I included water main replacement and sewer spot repair improvements for 8 streets and 19 alleys. Stage II included sewer spot improvements and curb repairs for 7 streets and 24 alleys. Pavement upgrades included brick street reconstruction and asphalt resurfacing and all areas were made ADA compliant. Alleys were reconstructed with new driveways and storm sewers. Traffic calming measures were installed at two intersections to reduce vehicle speeds, improve safety, and enhance quality of life. Improvements also included benches, ornamental lighting, and decorative landscaping.

Civic Center Parking Reconfiguration, Glendale Heights: Project Engineer. Assisted with design and bid documents. CBBEL created 2 distinct parking areas with a new roundabout in front of the main entrance from the 6 existing campus lots. Design included new ADA ramp providing access to the public side of Police Department and the northwest corner of west parking lot was raised 5 feet in elevation.

Commuter Parking Lot, Oak Forest: Resident Engineer of new 480 space parking lot. This $2M project consisted of new lighting, reconstruction of adjacent roads, pedestrian walkway and pay box/shelter. Coordinated 3 separate contracts and subcontractors on a tight schedule. Completed on time and under budget.

STREETSCAPES

Devon Avenue Streetscape, Lincolnwood: Project Manager responsible for design. Project consists of 0.33 mile of improvements including pedestrian pavement, roadway/pedestrian lighting, ADA route improvements, site furnishings, and general enhancements to the aesthetics of 6 blocks. Received FAU funding and coordination will be required with IDOT and CDOT.

Madison Street Streetscape, Forest Park: Project Manager for preparation of design plans for 0.25 mile of roadway reconstruction and streetscape. Improvements included pavement removal and replacement, curb and gutter removal and replacement, sidewalk removal and replacement, drainage improvements, replacement of water main, roadway lighting, and landscape medians. Coordination was required with River Forest as the north side of Madison St borders River Forest. Construction of the $3M improvement received FAU funding.

Roosevelt Road Streetscape, Forest Park: Project Manager responsible for design. This State funded project consisted of 0.75 mile of roadway resurfacing and streetscape. Improvements consisted of ornamental street lighting, parkway enhancements, site furniture, landscaping, bump outs, and medians. Opportunity for bike lanes or paths were also investigated.

Summit Avenue and Prospect Avenue Streetscape, Park Ridge: Resident Engineer. This ITEP funded project consisted of improvements along Prospect Ave and Summit Ave; a continuation of recent adjacent streetscape improvements. Specific elements included: curb and gutter, sidewalks, brick pavers, raised planter boxes, a concrete planter wall, site furniture, ornamental lighting, irrigation system, landscaping, trees, precast modular retaining wall, ornamental fence, specialty paved crosswalk, and roadway resurfacing.

FLOOD CONTROL AND FLOOD IMPROVEMENT

Northshore Channel Storm Sewer Outfall, Lincolnwood: Project Manager responsible for design of 30% preliminary plans. Project consists of new 60" storm sewer outfall into the Northshore Channel.

Forest Park Sewer Separation Evaluation: Project Manager overseeing the hydrologic and hydraulic analysis of 3 study areas consisting of 325 acres, 275 acres, and 80 acres. The existing Village drains through a hybrid of combined sewers and separate sewers. Responsibilities include supervising hydrologic and hydraulic analysis of existing drainage system, analysis of multiple alternatives for each of the 3 areas to mitigate street and basement flooding by draining separate sewers to Des Plaines River. Alternatives include potential converting existing large diameter combined interceptors to separate storm sewers. Responsibilities also include cost analysis of proposed improvements, preparation of presentation to Village Board.

Maycliff Subdivision Drainage and Water Main Improvements, Orland Park: Project Manager responsible for design and construction oversight of flood control project for a 290-acre watershed which consisted of installing a large (60") diameter sewer trunk line and associated connections to provide additional storm water protection. In addition, the water main within the entire subdivision was lined.

Catalina Subdivision Drainage Improvements, Orland Park: Project Manager responsible for design and construction oversight which consisted of mass grading for 2 detention ponds and associated sewer connections.

Street Storage Pilot Program, Lincolnwood: Project Manager responsible for design which consisted of constructing roadway and driveway berms in conjunction with sewer restrictions to alleviate basement backups within a combined sewer area.

UTILITY IMPROVEMENTS

Fullterton Avenue Culvert Rehabilitation, Glendale Heights: Project Manager responsible for design and construction of cured-in-place culvert lining, and installation of junction chamber.

IKE Sewer Rehabilitation Project, Forest Park: Project Manager responsible for preparation of grant application, as well as preparation of plans, specs and estimates, bidding and construction management. Project consisted of cleaning and televising the entire storm and combination sewer within a 10 square block area. Television reports were then reviewed and the construction scope consisted of replacing 350 feet of deteriorated sewer main, installing 0.8 mile of cured-in-place pipe lining, and restoration.

STEPHEN SUGG, PE, PTOE

Senior Project Manager

Mr. Sugg joined CBBEL with over 28 years of transportation engineering experience working with Chicago area municipalities and counties as well as IDOT and the Illinois Tollway. His expertise includes transportation studies and reports, highways, municipal streets, streetscapes, parking lots, lighting, water main, traffic signals and construction observation. He has performed preliminary engineering studies, prepared design plans and specifications and supervised construction observation services for improvements to expressways, county highways, and urban/suburban arterial and collector streets. These improvements included revising intersection geometrics, pavement rehabilitation and reconstruction, roadway widening, storm sewer construction and the installation of new traffic signals and street lighting. As Senior Project Manager, Steve is responsible for the successful completion of projects and supervision of design engineers.

YEARS EXPERIENCE: 35
YEARS WITH CBBEL: 7

EDUCATION
Bachelor of Science, 1983
Civil Engineering
Valparaiso University

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.044117, 1988
Professional Engineer, IN, 10708218, 2007
Professional Engineer, WI, 34271-006, 2000

CERTIFICATIONS
Professional Traffic Operations Engineer, #1034

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers

Institute of Transportation Engineers

MUNICIPAL STREETS

Flood Mitigation Project, Elmwood Park: Project Manager for preparation of design plans for improvements to alleviate flooding. Project involved construction of 40,000' of new storm sewers and box culverts, street reconstruction and 20,000' of water main replacement at selected locations within the Village. The storm sewers collect storm water and convey it to a newly constructed 14 acre-foot detention reservoir in Oak Park Country Club. Water from detention reservoir is then pumped to an outlet structure at Des Plaines River. A 30" storm sewer conveys low flows to an existing Des Plaines River tributary. Project also involved construction of a 1,600' floodwall. Coordination and permitting from several agencies including Metra, IDOT, USACE, MWRD, SWCD, and FPDCC was required. Construction involved 6 separate projects at a cost of $35 million, completed in 2015.

Industrial Park Drainage Improvements, Franklin Park: Project Manager for professional engineering services related to hydraulic modeling, final design, and permitting of proposed drainage improvements. Purpose is to alleviate flooding and provide a stormwater outfall for Tollway's proposed Elgin O'Hare Western Access project. Work includes topographic survey, plan preparation (including roadway lighting and two pump stations), EA, permitting, stormwater modeling, geotechnical investigation and coordination with industrial park property owners. Project will be bid out as 3 separate contracts. The first contract, which was constructed in 2016, included the excavation/expansion of 3 detention basins, construction of 2 pump stations, jacking and boring of storm sewer, and placement of embankment on proposed EOWA ROW. Project was bid by the Tollway with construction engineering provided by a Tollway selected consultant. Construction cost was $10.4 million. The second contract was constructed in 2017 and included the construction of storm sewer and roadways. The construction cost was $6.5 million.

Deerfield Road STP Reconstruction, Deerfield: Project Manager overseeing design plan preparation for federally funded improvements to Deerfield Rd from the Metra Viaduct in Deerfield to the East Skokie Ditch in Highland Park, a distance of approx. 2.4 miles. Purpose of this project was to reconstruct Deerfield Rd from the Metra Viaduct to Windsor, rehabilitate the pavement from Windsor Dr to the East Skokie Ditch, complete drainage improvements, replace 4,400' of water main, reline and/or repair the sanitary sewer, modernize 9 traffic signals and resurface the Deerfield Rd bridges over the Middle Fork and West Fork of the North Branch of the Chicago River. Construction cost was $19 million.

US Route 52 at River Road Intersection Improvement, Shorewood: Project Manager for preparation of design plans for construction of Federally funded intersection and street lighting improvements along US Route 52 (Jefferson St) and River Rd. Project included HMA resurfacing, pavement widening, curb and gutter removal and replacement, construction of a new pedestrian bridge, traffic signal modernization, roadway lighting, new drainage structures and storm sewer, and regrading of Hammel Creek. Coordination was required with multiple utility conflicts to ensure relocations were completed prior to the start of construction. Project will be completed in 2018 at an estimated cost of $3.2 million.

Pratt Avenue Resurfacing, Lincolnwood: Project Manager for preparation of design plans for Federally funded resurfacing of Pratt Avenue from Lockwood Ave to Crawford Ave. Project included HMA surface removal and resurfacing, pavement patching, curb removal and replacement, sidewalk removal and replacement, installation of detectable warnings, and replacement of detector loops at 2 traffic signals. Construction was completed in 2016 at a cost of $760,000.

Madison Street Streetscape Improvements, Forest Park: Project Manager for preparation of design plans for reconstruction and streetscape of Madison St. Improvements include pavement removal and replacement, curb and gutter removal and replacement, sidewalk removal and replacement, drainage improvements, replacement of water main, roadway lighting, and landscape medians. Coordination was required with River Forest as the north side of Madison St borders River Forest. Construction of $3 million improvement was completed in 2016.

Highland Road STP Widening & Rehabilitation, Grayslake: Project Manager overseeing design plan preparation for widening and rehabilitation of Federally funded improvements to Highland Rd from Lake St to IL 83. Existing roadway cross section included 2 thru lanes with roadside ditches to collect stormwater run-off. Existing pavement was patched, widened and resurfaced. Curb and gutter, sidewalk and storm sewer were added. Two sections of pavement were reconstructed to accomplish minimum longitudinal slopes for positive drainage. Storm sewer was oversized to include in-line detention to compensate for additional impervious area. Project was coordinated with IDOT and LCSMC. Construction cost was $1.6 million.

HIGHWAYS

Balmoral Avenue Underpass, IDOT: Project Manager for preparation of design plans for construction of a new underpass on new alignment. The underpass will carry traffic from SB Mannheim Rd (US 45) to Balmoral Ave. Project required extensive coordination with FAA as the underpass is located within the flight pattern of two runways that serve O'Hare Airport. Improvements included construction of 2 new bridges to carry Mannheim Rd over the underpass, 2,300' of new pavement, detention pond with a pump station, conventional and tieback retaining walls, new storm sewer system and roadway lighting. Construction cost was $13.5 million.

Balmoral Avenue Extension, CDOT: Project Manager for the extension of Balmoral Ave from the Wisconsin Central RR to O'Hare International Airport. Project involved carrying a 5 lane roadway section over Mannheim Rd; then below the airport's ATS system and connecting to Bessie Coleman Dr. Project required significant coordination with IDOT, FHWA, City of Chicago, Department of Aviation, Village of Rosemont, and FAA.

Wadsworth Road Improvement, LCDOT: Project Manager for reconstruction and widening of Wadsworth Rd from the Des Plaines River to Chicago Ave through downtown Wadsworth. New curb and gutter and sidewalk were added and the existing storm sewer was completely replaced. A new stormwater outfall was constructed at the Des Plaines River which required a permit from USACE. A permit was also required from LCSMC. Project included replacement of an at-grade railroad crossing, which required extensive coordination with CPRR. Wadsworth Rd was also resurfaced from Chicago Ave to east of Northwoods Dr. Construction cost was $2.9 million.

I-80/US Route 45 Interchange Reconstruction, IDOT: Project Manager for preparation of plans and specifications to reconstruct existing cloverleaf interchange into a new Parclo Type A interchange. US 45 was also reconstructed from south of I-80 to 179th St. Other work involved rehabilitation of US 45 bridge over I-80, 3 traffic new signal installations, drainage improvements along with stormwater detention and new lighting system.*

US Route 30 Reconstruction, IDOT: Project Manager overseeing plan preparation for reconstruction of US Route 30 from IL Route 83 to Sauk Trail. Proposed improvements involved removing existing 4 lane rural section and replacing it with a 5 lane urban section with an enclosed drainage system. Other work included replacing an existing undersized box culvert with a single-span bridge structure with a greater waterway opening. Also prepared an IDS for intersection of IL 83 at US Route 30.*

STUDIES AND REPORTS

Highland Road STP Widening and Rehabilitation, Grayslake: Project Manager for preparation of a PDR for rehabilitation and widening of Highland Rd from Lake St to IL 83. The goal of the project was to eliminate the existing roadside ditches, construct a new storm sewer system and construct sidewalks on both sides of the roadway. CBBEL completed the topographic survey and traffic signal warrant analyses of the intersections of Highland Rd at Lake St and Highland Rd at IL 83. None of the warrants were satisfied. CBBEL also prepared for and attended a public informational meeting to discuss the proposed improvements with area residents and obtain their input. Design approval was received in March 2012. The estimated construction cost was $1.6 million.

*prior experience

PROFESSIONAL DEVELOPMENT

ASCE, UP&DD, Permitting Workshop

ASCE, The Modern Roundabout as Traffic Signal Alternative

ACEC, Diverging Diamond Interchange: Innovative Traffic Solution

ACEC/IDOT, Survey Seminar

ACEC/IDOT, Local Roads IDS Seminar

ACEC/IDOT, Project Management Seminar

ACEC/IDOT, Traffic Signal Seminar

ACEC/Illinois Tollway, Traffic Safety in the Construction Zone

Gallagher Asphalt, Recycling of Bituminous Pavement Construction

IDOT, Context Sensitive Solutions Awareness Class

IDOT, Low Cost Safety Improvement Workshop

IDOT, Procedures for Federally Funded Local Agency Projects

ITE, Traffic Calming: What's Working, What's Not

ITE, Intersection Safety & Geometric Design

Northwestern University, Traffic & Transportation Engineering Seminar

NSPE, Vital Skills for Project Managers

Road Fabrics, Seminar on Pavement Interlayers

Sternberg Lighting, LED: Considerations for a Street & Area Lighting Solution

Tensar Biaxial Geogrids, Subgrade Improvement & Base Reinforcement Training

Traffic Control Corporation, Traffic Signal Equipment Seminar

Traffic Control Corporation, Traffic Management Expo 2008

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DANIEL DEM, PE
Civil Engineer

Mr. Dem is a Civil Engineer experienced in design and management. Transportation engineering experience includes Phase I traffic analysis and Phase II pavement marking and signage design. Utility engineering design includes infrastructure and network planning/design, underground trenching/bore design, rotary drill tunnel penetration, distributed antenna system design, DOT utility relocation, RFQ proposals, contract prep/scope/tracking/planning, scheduling, budget preparation and management, and resource coordination. Daniel is currently under the direction of the Village Engineer for the Village of Lincolnwood and the Village of Forest Park. Tasks include existing facility assessment, construction estimate preparation, permit design review, construction observation, and municipal utility design.

Software Experience: Microsoft Office Suite, Microsoft Access, AutoCAD, Bentley Microstation and Geopak.

Water Transmission Main Route Study, Lincolnwood: Project Engineer. Assisted in the evaluation of various routes for a proposed water transmission main connecting the Village of Lincolnwood to the City of Evanston.

Project Manager*: Manager for over 150 utility infrastructure projects in the Chicagoland area. Participated in over 350 projects. DOT roadway infrastructure reconstruction/relocation, SUE Level A analysis, trench and directional bore conduit design, rotary drilling, fiber networking, interior network design, distributed antenna systems. Client relations and meetings, RFQ proposals, contract preparation and scope, tracking and planning, phase based budgeting/invoicing, design team assistance and administration, project reconciliation, permit coordination.

Transportation Engineering Intern*: Consultant for the Chicago Department of Transportation under the guidance of T.Y. Lin International. Traffic data/analysis, traffic time trials, 30/60/95/100 percent striping/signage plan sets, materials estimates, crash reports, traffic signal adjustments.

*prior experience

YEARS EXPERIENCE: 5
YEARS WITH CBBEL: 1

EDUCATION
Bachelor of Science, 2014
Civil Engineering
University of Illinois at Chicago

PROFESSIONAL REGISTRATION
Professional Engineer, IL,
062.070564, 2018

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MICHAEL BURKE, PE, CFM, CPSWQ

Water Resources Engineer

Water Resources Engineer responsible for water resources engineering project analysis and design. Duties include the following hydrologic and hydraulic engineering tasks: land use characterization, floodplain/floodway delineation, detention and compensatory storage determination, steady and unsteady hydraulic analyses, and design of conveyance systems.

Computer Skills include: HEC-HMS, HEC-1, HEC-RAS, HEC-2, HY-8, Hydraflow, TR-20, XPSWMM, InfoSWMM, ArcGIS, MicroStation.

Street Storage Pilot Program, Lincolnwood: Developed an XP-SWMM model to assess the benefits of providing stormwater storage on roadways to alleviate basement backups within a combined sewer area.

Levee 37 Drainage Study, Mount Prospect: Project Engineer responsible for hydrologic and hydraulic analysis of drainage area behind Levee 37. Developed detailed XPSWMM 2D model to analyze local flooding in the area behind Levee 37 where the Des Plaines River reduces or eliminates gravity sewer flow. Developed several alternatives to help alleviate flooding problem. Prepared drainage study report, exhibits, and presentation.

Villa Park Comprehensive Flood Plan: Project Engineer responsible for analyzing flood and combined sewer issues in the Washington Street Corridor using XPSWMM. Developed several improvement alternatives to both reduce flooding and eliminate combined sewer overflow to Salt Creek.

IL Route 53 Pump Station, Lombard: Project Engineer responsible for analyzing impacts of the proposed IL 53 pump station discharging to the East Branch of the DuPage River. Analysis included incorporating study area XPSWMM modeling with hydrologic and hydraulic models of the EBDR. Developed a pump operating rule to eliminate possible EBDR downstream impacts. Helped obtain project approval from DuPage County.

Stormwater Master Plan, Wheeling: Project Engineer responsible for hydrologic and hydraulic analysis of 11 study areas. Developed two XPSWMM models for critical study areas using advanced 2D hydraulic surface modeling to analyze flooding. Provided assistance to Village in developing new stormwater utility fee. Prepared stormwater master plan report and presentation.

ComEd Station 13, Crawford: Project Engineer responsible for proposed stormwater drainage design for new 4-acre substation in Chicago. Successfully obtained stormwater management permit from City of Chicago.

Comprehensive Sewer Study, Riverside: Project Engineer responsible for model development and preparation of final project report. Scope included development of an Info SWMM sewer model of the Village of Riverside's entire combined and storm sewer system.

Addison Creek Drainage Improvements, MWRDGC: Assisted with creation and evaluation of XPSWMM model for existing sewer systems in Melrose Park and Stone Park for purpose of developing alternatives to reduce flooding.

Chateau Woods Detention Analysis, Dyer, IN: Used XPSWMM modeling to analyze poorly drained dry-bottom detention pond. Developed several improvement alternatives and demonstrated the benefit of connecting existing detention outlet pipe to a proposed pump station.

Elgin-O'Hare West Bypass, IDOT: Project Engineer. Prepared HEC-HMS hydrologic models and HY-8 hydraulic models to analyze minor waterway crossings as part of the LDS. Developed methodology for median ditch design in Microsoft Excel incorporating Rational Method and Manning's Equation to design proposed median ditches along proposed Elgin O'Hare corridor.

Smith Ditch Culvert Replacement Project, Crown Point, IN: Project involved design of 3 new culvert crossings through Stillwater Subdivision using HEC-RAS hydraulic modeling software. The previous crossings were installed without permits. A floodway construction permit was obtained from Indiana DNR.

YEARS EXPERIENCE: 7
YEARS WITH CBBEL: 7

EDUCATION

Master of Science, 2011
Civil Engineering
Southern Illinois University, Carbondale

Bachelor of Science, 2009
Civil Engineering
Southern Illinois University, Carbondale

PROFESSIONAL REGISTRATION

Professional Engineer, IL, 062.066808, 2014

CERTIFICATIONS

Certified Floodplain Manager
IAFSM, IL-13-00651

Certified Professional in Stormwater Quality,
Envirocert International

PROFESSIONAL DEVELOPMENT

IAFSM Conference, 2015, 2014, 2012

CE 370 Fluid Mechanics, Laboratory Instructor, Southern Illinois University, Carbondale, 2011

ENGR 351 Numerical Methods, Graduate Assistant, Southern Illinois University, Carbondale, 2010

PUBLICATIONS

"Use of Unsteady Modeling to Predict Flooding by Correlating Stream Gages: A Case Study", Burke, M; (Master's Thesis); 2011

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers, Illinois Section of EE&WR Technical Group

Illinois Association for Floodplain and Stormwater Management

I-90 Roadway Widening Project, IDOT: Project Engineer. Performed minor waterway crossing analyses for Tyler Creek West Tributary and Tyler Creek East Tributary culvert crossings under I-90 near Gilberts. Tasks included development of HEC-HMS and HEC-RAS models to analyze existing culverts and develop proposed culvert design. Also determined required compensatory storage and performed detention analysis.

ComEd Station 16, Waukegan: Performed multiple engineering tasks for proposed 10-acre ComEd substation pad. Tasks included existing BFE determination through project site, development of project site grading plan, and storm water conveyance and detention design. Existing BFE determination was approved by LCSMC.

Amherst Drive Proposed Storm Sewer, Bartlett: Project involved design of proposed 30" storm to alleviate flooding at Bartlett Rd and Amherst Dr. Proposed sewer discharges to Country Creek in DuPage County. Performed TR-20 and HEC-RAS analysis of Country Creek for existing and proposed conditions to obtain stormwater management permit.

Plum Creek/Hart Ditch Early Warning System and Flood Forecasting, Lake County Surveyors Office, Dyer, IN: Created stream gage correlation between 2 USGS stream gages to predict flooding as part of Master's Thesis Project at Southern Illinois University, Carbondale. Stream gages used for correlation were located at Burrville Rd on Plum Creek and 213th St on Hart Ditch. Converted steady state model of Plum Creek/Hart Ditch to unsteady state model. Calibrated model to accurately simulate maximum stage heights at each gage for a particular storm event. Simulated 40 large storm events using unsteady model to create correlation between the two gages. Stream gage correlation is currently used to predict flooding in downstream Dyer during large storm events.

Lower Des Plaines River Detailed Watershed Plan, MWRDGC, Cook County: Project involved complete hydrologic and hydraulic analysis. Collected data within the watershed for modeling purposes. Delineated inundation areas throughout watershed to represent benefits provided by proposed improvements recommended in the study.

Flood Reduction Assessment (25-, 50-, and 100-year), Winnetka: Project Engineer responsibilities included XPSWMM modeling, exhibit and presentation preparation. Project included a Village-wide drainage study in response to July 2011 flood. Improvements were recommended for 3 levels of flood protection from the 25-, 50-, and 100-year storm events.

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BRIAN KUBILIUS, EI

Water Resources Engineer

Water Resources Engineer responsible for water resources engineering project analysis and design. Duties include performing the following hydrologic and hydraulic engineering tasks: land use characterization, floodplain/floodway delineation, detention and compensatory storage determination, and design of conveyance systems.

Software Skills: Experienced in use of XP SWMM, HEC-RAS, TR-20, WinTR-20, HEC-HMS, HY-8, Hydraflow, Hydraulic Toolbox, ArcMap, EPANET, AutoCAD, Microsoft, Word, Excel, PowerPoint.

Comprehensive Operations and Optimization, Dyer, IN: Water Resources Engineer responsible for the review and modification of non-residential parcels for the Town's Equivalent Residential Unit (ERU) program. Helped with compilation of an ERU book, showing land usage of each non-residential property used to determine the billed ERU. The Dyer Storm Water Management Board in partnership with Town Council of Dyer have developed a system of credits for storm water service customers. ERUs are the base-billing unit for calculating proper assessment of storm water charges. CBBEL has created a master list for the Town's ERUs and updates the list as directed.

135th Street Supplement #5, WCDOT: Water Resources Engineer responsible for hydrologic analysis for the 3rd phase of roadway construction. Created an HEC-HMS model to determine the flowrates produced for the site. Created an HEC-RAS model to analyze a culvert crossing. Created a Hydraflow model to size storm sewers. Calculated inlet and ditch capacities. This is the 3rd and final phase of the 135th Street Roadway Expansion project, which also relocated the bridge over Long Run Creek connecting 135th St to Archer Ave.

IDOT vs. Flowerwood Inc., McHenry County: Water Resources Engineer responsible for analyzing the drainage design of proposed storm sewer system along US Route 14, which included creating a TR-20 and HY-8 model to determine if the roadway overtops under the proposed conditions. Also developed alternative to relocate drainage easement/swale to minimize property disturbance for the downstream receiving end of the proposed storm sewer.

Watershed Outlet & Scottswood Sewer, Riverside: Water Resources Engineer responsible for determining layout of proposed storm sewer system and avoiding utility conflicts. Created XP-SWMM model to determine level of protection provided by proposed storm sewer. CBBEL is designing a separate storm sewer system for Scottswood Subdivision. The separate sewer system is designed for a 10-year level of protection to help reduce localized flooding.

Park Ridge 2017 Stormwater Master Plan: Water Resources Engineer responsible for revising XP-SWMM models that were converted from InfoSWMM. Analyzed existing conditions to determine critical areas within the city. The City, mostly served by a combined sewer system, has only a few areas with storm sewer outlets to the Des Plaines River. Both basement backups and overland flooding were analyzed to determine the existing level of protection. Conceptual plans were created using XP-SWMM. The main focus of the Master Plan was to create a Stormwater Capital Improvement Plan that prioritized projects based on the XP-SWMM modeling that would provide a 100-year level of protection. This citywide flood study will be used to determine future projects for flood reduction.

Northgate Subdivision Flood Study, Dyer, IN: Water Resources Engineer responsible for hydrologic and hydraulic modeling. Created an XP-SWMM model to determine existing level of protection and determine critical areas within the subdivision. Created XP-SWMM modeling for proposed conditions. A total of three improvement alternatives were considered to address flooding for the 100-year storm event, which included: 36-acres of proposed flood storage in multiple basins throughout the subdivision, proposed relief sewers for increased conveyance, and a proposed pump station at the outfall of Hart Ditch under high tailwater conditions. CBBEL ultimately recommended a combination of flood storage basins and relief sewers to provide a 100-year level of service in the subdivision.

Expert Witness Drainage Issue, Erie, PA: CBBEL has been consulted as an expert witness in a lawsuit pertaining to flooding issues along Heidler Rd and Sterrettania Rd. Water Resources Engineer responsible for hydrologic and hydraulic analysis for pre and post-development for the site, using HEC-HMS, Hydraflow, and XP SWMM models. Analyzed various alternatives for conveying the 25-year event in both pre and post-development.

YEARS EXPERIENCE: 3
YEARS WITH CBBEL: 3

EDUCATION
Bachelor of Science, 2015
Civil Engineering
University of Illinois at Chicago

PROFESSIONAL REGISTRATION
Engineer Intern, IL,
061.038546, 2015

PROFESSIONAL AFFILIATIONS
American Society of
Civil Engineers

Toastmasters International

O'Hare Modernization Program - Master Civil Plan, Chicago: Water Resources Engineer responsible for calculating the as-built impervious area for constructed phases of OMP. Created the appendices for impervious area calculations and plan sheets used for DuPage Annual Stormwater Report. The annual report summarizes construction completed and ongoing in 2013 and 2014, and identified construction started in 2015. The report also demonstrates how the various stormwater management criteria set forth in the Upper Des Plaines River Tributaries Watershed Plan, approved November 9, 2004, have been met.

Professional Engineering Services, Orland Park: Water Resources Engineer responsible for designing various alternatives (swale and or new storm line) to reduce backyard and side yard flooding for residents on Streamstown Court. Performed a localized drainage study and swale analysis to develop proposed improvements to reduce flooding.

Maycliff South (Phase I and II Design), Orland Park: Water Resources Engineer responsible for creating a HEC-RAS and TR-20 model for Tinley Creek to see the impacts from North and South Tinley Creek Tributaries. Project entailed adding an additional storm line which would run alongside Silver Lake Country Club Golf Course which would outlet to the confluence of the North and South Tinley Creek Tributaries. Design would reduce flooding issues in Maycliff Subdivision.

Terrace Hill Phase I Roadway Rehabilitation, Algonquin: Water Resources Engineer responsible for creating a HEC-RAS model used to model the proposed pedestrian bike path bridge and roadway crossing at Woods Creek Lane. Project entailed replacing an existing bike path to match another existing pedestrian bridge further upstream of the project as well as replacing the crossing at Woods Creek Lane.

La Reina Re'al Study Area, Orland Park: Water Resources Engineer responsible for hydrologic and hydraulic modeling for the localized study area for Cameno Re'al Subdivision. Created an XP SWMM model to determine sources of flooding and then developed alternatives to alleviate flooding issues.

Arlington Heights Stormwater Flood Study: Water Resources Engineer responsible for determining the required storage volume needed for residents on Forrest Ave. Hydrologic and hydraulic modeling were done and XP SWMM used to analyze proposed conditions that would achieve a 10-year level of protection. The Village is investigating areas of concern with known flooding issues and seeking solutions to reduce flooding.

Nelson Road Extension, New Lenox: Water Resources Engineer responsible for design of culvert sizing and placement as well as inlet spacing and location for proposed roadway using HY-8 and Hydraulic Toolbox. Following IDOT drainage manual, the inlet spacing for proposed roadway was determined. Culverts and ditches were also designed to convey the flows from east side of the road to the west, which would convey offsite flows to proposed designed detention.

USEPA Compliance to SSOs, Chicago Heights: Water Resources Engineer responsible for creating a GIS work map to delineate watershed boundaries for SSO areas of interest. Project included a drainage study of the area to develop proposed changes to reduce sanitary surcharging of the system at several locations prone to flooding.

Fernway Subdivision Stormwater Improvements, Orland Park: Water Resources Engineer responsible for drainage analysis study by delineating watershed boundaries to areas of interest. Based on Orland Park's ordinances, determined the sizing and location of storm sewers in the subdivision to provide proper cover and conveyance of stormwater. Project provided professional engineering services including topographic survey, utility coordination, drainage analysis, preparation of preliminary plans and specifications, final engineering, permitting and bid documents for design of stormwater improvements. Improvements included re-establishing the culvert and ditch flow lines supplemented by new storm sewers and outlets.

West Sheridan Road and Lincoln Avenue Improvements, Lake Bluff: Water Resources Engineer responsible for analyzing existing drainage issues at West Sheridan Road and Lincoln Avenue using XP-SWMM. Created proposed improvement alternatives in XP-SWMM to provide a 100-year level of protection. The Village is looking to implement the proposed improvements to improve localized flooding.

North Shore Drainage Analysis, Crystal Lake: Water Resources Engineer responsible for creating an XP-SWMM model to determine the level of protection that could be provided for the North Shore area of the City of Crystal Lake. Two proposed alternatives were created that utilized small diameter trunk storm sewer systems that utilize existing outlets into Crystal Lake in combination with stormwater storage basins. A 10-year level of service for the stormsewer system and a 100-year level of protection for residential structures was provided using BMP basins in conjunction with small diameter sewers for one of the alternatives. The City is looking to implement the proposed design to improve the localized flooding.

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PROJECT MANAGER SIMILAR EXPERIENCE

Per the specifications of this RFQ, we have included similar projects that Jeff Julkowski, our proposed Project Manager, has managed and completed. Jeff has almost 20 years of experience and knowledge working with many municipalities in designing various stormwater management projects which makes him truly fitting to lead this project.

All of the project examples included in this tab clearly represent our commitment to our client from the initial beginning stages to design phase and ultimately through construction. We pride ourselves on providing exemplary service that is not only within the timeframe requested but also within budget. We completed many projects which required in the intial stages the use of hydraulic models using XP-SWMM software. Within the last 10 years, CBBEL has completed many municipal stormwater management projects similar to the Village's requirements for the Street Storage Program - Stage II.

We have provided examples of projects that Jeff Julkowski has managed as well as other projects CBBEL has worked on that are similar in nature to this project. We have included contact information for those projects on the fact sheets as well as under Tab 5 - References (Past Performance).

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PARK RIDGE STORMWATER PLANNING | PARK RIDGE, ILLINOIS

PROJECT TYPE

- Water Resources
- Stormwater Management
- Municipal Engineering
- Existing Conditions Survey
- Public Outreach/Public Mtg

2008-Present

PROJECT TEAM

Thomas Burke,Jr., PhD, PE
Client Liaison

Jeff Julkowski, PE
Project Manager

Bryan Welch, PE
Civil Engineering Lead

Michael Burke, PE
Stormwater Modeling

Brian Kubilius, EI
Stormwater Modeling

CLIENT

City of Park Ridge
Wayne Zingsheim,Director of Public Works
wzingshe@parkridge.us
847.318.5247

CONSTRUCTION COST

$4 million

FUNDING SOURCE

Local

CBBEL has been involved with stormwater analysis, planning, and design in the City of Park Ridge since 2008.

The City's stormwater efforts, like many other communities, were prompted by major flood events starting in 2008. Since that time, CBBEL has been engaged in several studies and design projects. We have prepared a hydrologic and hydraulic model of the City's entire combined sewer system to establish system capacities and identify critical areas. We have developed several stormwat+er infrastructure improvement projects, including ten project areas for which design plans were developed and for which CBBEL also completed construction observation. CBBEL also recently completed a Stormwater Master Plan for the City to guide future long-term stormwater planning, as well as a stormwater utility study to investigate funding options. Among the projects are the following:

- Citywide Sewer Study (2010)
- Flood Reduction Program Phase 1 Plans (2012)
- Flood Reduction Program Phase 1 Construction Observation (2012-2013)
- Flood Reduction Program Phase 2 Plans (2013)
- Flood Reduction Program Phase 2 Construction Observation (2013-2014)
- Stormwater Utility Study (2014)
- Stormwater Master Plan (2016)

Services included:

- Topographic Survey
- Hydraulic Modeling
- Public Presentations
- Preparation of Construction Documents
- Construction Observation

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TERRACE VIEW POND – DETENTION STORAGE, RELIEF SEWER AND PUMP STATION LOMBARD, ILLINOIS

PROJECT TYPE

- Water Resources Engineering
- Stormwater Storage
- Permitting

2011 - 2014

PROJECT TEAM

Jason Souden, PE
Project Manager

Jeffrey Julkowski, PE
Water Resources Manager

Thomas Burke, PhD, PE
QA/QC

Bryan Luke, PE
Project Engineer

Jedd Anderson, PWS
Environmental

John Caruso, PE
Mechanical

CLIENT

Village of Lombard
David Gorman, Asst. Director Public Works
gormand@villageoflombard.org
630.620.5765

CONSTRUCTION COST

$1.3 million

FEE

$52 thousand - phase I
$141 thousand - phase II
$145 thousand - phase III

FUNDING SOURCE

Local

CBBEL analyzed the various components that contributed to the flooding and made recommendations that involved using Terrace View Pond for a stormwater storage location.

CBBEL reviewed the flooding occurring in neighborhoods adjacent to Terrace View Pond. This recreational pond is set in the middle of a small Village Park and abuts an elementary school. In order to use Terrace View Ponds as a stormwater storage location, the normal water elevation of this recreational pond needed to be lowered so that flood waters could be stored on its surface. The lowering of the water level and the slow release of the stored stormwater would be performed by a pump system that monitored the water elevation.

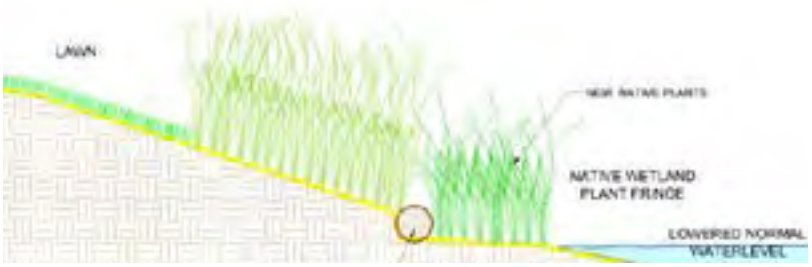
The project included construction of a 1,500 gal/min capacity pump station to lower the pond's water level and keep it at the desired elevation. Lowering the water level creates 8 ac-ft without requiring excavation. The newly exposed shoreline edges were planted to blend with the existing naturalized pond edge. The pump station is programmed so that it only pumps during dry weather; during a storm event, the pump shuts down to minimize downstream discharge and to utilize the newly created storage. In combination with the lowered water level, a relief sewer component was added the project to utilize the benefit of the new storage and to provide flooding relief to an adjacent street.

Key elements to the project's success were minimizing the constructibility issue of working in the pond and installing the pipes/structures in the extremely soft underlying soils, providing a design that was easily maintainable while keeping the safety of the park users and school children paramount, and providing the most stormwater storage at the least cost.

SERVICES INCLUDED:

CBBEL responsibilities included meeting with the Village, visit the site, performed a detailed survey of the ponds perimeter, identified wetland areas, reviewed the existing stormwater conveyance systems, modeled storm events, and prepared options for using the park site. A report with recommendations was presented to the Village and Park District (land owner). Upon approval to proceed, CBBEL prepared documents for permit, construction documents, submitted to the various review agencies for permit and prepared construction documents for bidding.

CBBEL was also the Resident Engineer during construction; the project was substantially completed and the pumps began providing stormwater relief in Winter 2013.



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FIRST DIVISION SEWER SEPARATION | RIVERSIDE, ILLINOIS

PROJECT TYPE

- Phase II Engineering
- Storm Sewer Separation
- Topographic Survey
- Hydraulic Modal Analysis
- Permitting

2015 - 2017

PROJECT TEAM

Orion Galey, PE
Client Liaison

Bryan Welch, PE
Project Manager

Alex Schaefer, PE
Project Engineer

Jeffrey Julkowski, PE
Hydraulic Modeling

John Murphy, PE, PLS
Survey

CLIENT

Village of Riverside
Ed Bailey, Public Works Director
ebailey@riverside.il.us
708.447.2700

CONSTRUCTION COST

$3.7 million

FEE

$322 thousand

FUNDING SOURCE

Local

The project constructed a dedicated storm sewer system throughout the First Division, an area of approximately 125 acres, to separate storm and sanitary flows.

The purpose of the First Division Sewer Separation was to improve water quality in the Des Plaines River basin and reduce residential flooding and sewer backups by separating storm and sanitary flows throughout the project area. The project constructed a dedicated storm sewer system throughout the First Division. This new system reduces the amount of stormwater flowing into the MWRD interceptor sewer on Riverside Drive, which lessens the amount of combined sewage being treated by MWRD and decreases the frequency and severity of residential flooding and sewer backups in the First Division.

Throughout the 125-acre project area, approximately 9,400 feet of storm sewer pipe was constructed, in addition to approximately 2,000 feet of sanitary sewer and 750 feet of water main. The captured stormwater is now conveyed by gravity to five new or improved existing outfalls, where flows are released into the Des Plaines River.

SERVICES INCLUDED:

- Topographic Survey
- Geotechnical Investigation/CCDD Analysis
- Hydraulic Model Analysis
- Utility Coordination
- Preliminary Plans, Specifications, and Estimates
- Permitting (MWRD, FPDCC, USACE, IDNR, IEPA)
- Final Plans Specifications and Estimates
- Bid Documents
- Bidding Assistance
- Construction Observation (Burke LLC)

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CYPRESS STREET STORMWATER IMPROVEMENTS| ARLINGTON HEIGHTS, ILLINOIS

PROJECT TYPE

- Phase II Engineering
- Topographic Survey
- Hydrologic and Hydraulic Modeling
- Storm Sewer Improvements Utility Coordination
- Permitting

2018

PROJECT TEAM

Jeffrey Julkowski, PE
Project Manager

Jason Souden, PE
QA/QC

Michael Burke, PE
Stormwater Modeling

Stephen Sugg, PE
Civil Engineering Lead

CLIENT

Village of Arlington Heights
Scott Shirley, Director of Public Works
sshirley@vah.com
847.368.5836

CONSTRUCTION COST

$6.2 Million (Estimated)

FUNDING SOURCE

Local

The Village of Arlington Heights contracted with CBBEL to analyze flooding and develop solutions for a chronic flooding area.

The Cypress Street area is a residential neighborhood affected by repetitive flooding. The area was previously analyzed by another consultant, but the improvements were considered not to be cost effective. CBBEL was able to develop an alternate approach that improved on the level of protection and reduced the project cost, allowing the Village to proceed with implementation of the project. The Village selected CBBEL to prepare construction documents and observation for a project that includes storm sewer improvements and construction of a 30 ac-ft storage basin on Village-owned property. The Village also expanded the scope of the project to include replacement of over 10,000 linear feet of watermain adjacent to the project area. Design of the project is underway and construction is slated for 2019.

SERVICES INCLUDED:

- Topographic survey
- Geotechnical investigation
- Hydraulic modeling
- Preliminary design development
- Permitting (IDOT, MWRD)
- Utility coordination and relocations
- Preparation of construction documents
- Full-time construction engineering



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FIRM
SIMILAR EXPERIENCE

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STREET STORAGE PILOT PROGRAM | LINCOLNWOOD, ILLINOIS

PROJECT TYPE

- Phase III Engineering
- Water Resources Engineering
- Plans & Specifications
- Resident Coordination
- Construction Observation

2016

PROJECT TEAM

James Amelio, PE
Project Manager

Jeffrey Julkowski, PE
Senior Project Manager,
Water Resources Department

Michael Burke, PE, CFM
Water Resources Engineer

Daniel Schroeder, EI
Resident Engineer

CLIENT

Village of Lincolnwood
Andrew Letson, Public Works Director
aletson@lwd.org
847.673.1540

CONSTRUCTION COST

$425 thousand

FEE

$50 thousand

FUNDING SOURCE

Local

In order to better protect homes from sewage backup, the Village has installed measures to detain storm water in the street before entering the sewer system.

The goal of the Street Storage Pilot Program in the Village of Lincolnwood is to alleviate the combined sewer system within the project area by detaining water in the roadway and parkway before entering the sewer system. By doing so, homes will be better protected from sewage backups caused by the combined sewer main filling up with storm water. To achieve this, 135 Catch Basin Restrictors (varying from 2" to 6" in diameter), 12 Catch Basins, and 6 Manholes were installed. There were also 10 roadway berms designed to hold the water in the street and 10 driveway berms designed to protect residential properties from overland flow when the water achieves a certain elevation. Each of the proposed berms had to be tied into existing land elevations by way of earthwork and landscaping. The project involved coordination with each resident so that the drainage improvements were put in place in an aesthetically pleasing manner while also maintaining the original function of the road or the driveway.

SERVICES INCLUDED:

- Hydraulic Modeling
- Drainage Calculations
- Preparation of Plans, Specs, and Bid Documents
- Construction Observation
- Project Documentation
- Post Construction Inspections

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DEER PARK STORMWATER MASTER PLAN | DEER PARK, ILLINOIS

PROJECT TYPE

- Water Resources
- Stormwater Management
- Municipal Engineering
- Existing Conditions Survey
- Public Outreach/Public Mtg

2016-Present

PROJECT TEAM

Lee Fell, PE
Project Manager - Civil

Michael Burke, PE
Project Engineer - Stormwater

John LaPaglia, PE
Project Engineer - Civil

CLIENT

Village of Deer Park
Beth McAndrews, Village Administrator
bmcandrews.vodp.net
847.726.1648

DESIGN FEE

$52 thousand (Stormwater Master Plan)
$101 thousand (Phase 1 projects engineering design)

CONSTRUCTION COST

$610 thousand (Phase 1 projects)

FUNDING SOURCE

Local

The Deer Park Stormwater Master Plan was initiated by the Village to assess and address all stormwater related issues throughout the Village.

CBBEL was hired to perform a comprehensive assessment of all the drainage problems throughout the Village of Deer Park. Using residential drainage complaints, site visits during large storm events, and information provided by both the Village and Ela Township Highway Department, CBBEL identified a total of 54 drainage problems throughout the Village. Each drainage problem was categorized based on its severity. Using this severity category along with the other factors including the number of properties affected in the problem area, CBBEL developed a prioritization plan to address 19 critical drainage problems. CBBEL developed conceptual drainage improvement plans and cost estimates for each of the 19 problem areas. The total estimated cost of the projects is $2.3 million, and is proposed to be completed over a 5-year period. In Fall 2017, CBBEL developed engineering design plans to address five drainage problems throughout the Village as part of the initial phase of the Stormwater Master Plan. In Spring 2018, Construction Phase 1 Drainage Improvements were awarded to Mauro Sewer Construction out of Des Plaines and was completed in September 2018.

SERVICES INCLUDED:

- Preliminary cost estimated of proposed improvement projects
- Multiple field investigations during and after heavy rain
- Three technical memorandums that address critical drainage issues
- Two presentations to the Village Board of Trustees

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MAYCLIFF SUBDIVISION DRAINAGE IMPROVEMENTS | ORLAND PARK, ILLINOIS

PROJECT TYPE

- Water Resources
- Drainage Study
- Flood Damage Questionnaire
- Topographic
- Public Outreach/Public Mtg

2014 - 2015

PROJECT TEAM

Travis Parry, PE
Project Manager

Jeffrey Julkowski, PE
Project Engineer

Michael Burke, PE
Project Engineer

James Amelio, PE
Project Engineer - Civil

CLIENT

Village of Orland Park
John Ingram, Director of Infrastructure Maintenance
jingram@orlandpark.org
708.403.6350

CONSTRUCTION COST

$1.8 million

FEE

$370 thousand

FUNDING SOURCE

Local

After a 2003 storm event, future risk reduction became a priority for the Village of Orland Park.

On July 27, 2003 the Village of Orland Park (Village) experienced a high intensity, short duration storm event that resulted in extensive, Village-wide flood damage. As a result of this storm, CBBEL was hired to perform a Village-wide flood risk reduction analysis. Several projects have been identified from that study and have moved forward to design engineering and construction.

The Maycliff Subdivision is typical of many older subdivisions, with drainage systems that are unable to handle heavy storm events without resulting in flooding. Overland flow routes have been modified throughout the years, contributing to the problems. There are also homes with reverse-slope driveways, which are particularly susceptible to flooding. The Maycliff subdivision was identified as needing improvements following the 2003 event.

In 2014, CBBEL completed a detailed drainage study of the subdivision by creating an XP-SWMM computer model. Two-dimensional modeling of the ground surface allowed detailed maps of flooding depths and locations to be prepared. A conceptual plan was developed which included relief sewers ranging from 36” to 60” diameter that drain low-lying areas into an existing stormwater pond. Other improvements, such a watermain replacement and rear yard drainage laterals, were also incorporated to the project. The concept plan was developed and coordinated with Burke LLC, our design-build entity which will construct the improvements in summer 2015.

SERVICES INCLUDED:

- Flood Damage Questionnaire
- Multiple Neighborhood Meetings
- Topographic Survey
- Development of 2D XP-SWMM model
- Coordination with Design-Build for Construction

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WALNUT/MYRTLE/EVERGREEN STORMWATER IMPROVEMENT | ELMHURST, ILLINOIS

PROJECT TYPE

- Phase II Engineering
- Topographic Survey
- Hydrologic and Hydraulic Modeling
- Storm Sewer Improvements
  Utility Coordination
- Permitting

2015 - 2016

PROJECT TEAM

Jason Souden, PE
Project Manager - Design

Lee Fell, PE
Design Engineer - Design

John LaPaglia, EI
Project Engineer

Luke Sherry, PE
Water Resources Engineer

CLIENT

City of Elmhurst
Howard Killian, Director of Public Works
howard.killian@elmhurst.org
630.530.3041

CONSTRUCTION COST

$4.7 million

FEE

$250.6 thousand

FUNDING SOURCE

Local

The Walnut/Myrtle/Evergreen Stormwater Improvement Project was designed to reduce frequent, severe residential flooding by constructing a relief sewer to handle overflows from the existing storm sewer system, and drain them into the Elmhurst Quarry Flood Control Facility.

APWA Award Winning

The Walnut/Evergreen/Myrtle Stormwater Improvement Project was constructed in 2016 and consists of the installation of approximately 4,000 LF of storm sewer ranging in size from 60 to 72" in diameter. Additionally, approximately 800 LF of new water main and 1,200 LF of new sanitary sewer were also constructed as part of this project.

The proposed project provides a 100-year level of flood protection for 52 homes located in the northwest section of the City. These homes experienced overland flooding during the severe storm events of June 2010, July 2010 and April 2013. The pipe serves as a relief sewer that handles overflow from the existing storm sewer and conveys it to the Elmhurst Quarry, which is owned and operated by DuPage County as a flood control reservoir on Salt Creek.

CBBEL provided a full range of engineering services for this project, including topographic survey, hydrologic and hydraulic modeling, preliminary engineering, final engineering and bid assistance. This project also involved extensive coordination with the DuPage County Department of Stormwater Management and also included permitting through that agency.

DESIGN SERVICES INCLUDED:

- Topographic Survey
- Geotechnical Investigation/CCDD Analysis
- XP-SWMM Hydrologic and Hydraulic Model Analysis
- Utility Coordination
- Permitting (DuPage County)
- Plans Specifications and Estimates
- Bid Documents
- Bidding Assistance

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CRESCENT AVE/CAMBRIDGE AVE STORMWATER IMPROVEMENT | ELMHURST, ILLINOIS

PROJECT TYPE

- Water Resources Engineering
- Flood Mitigation Plan
- Storm Sewer Improvements
- Hydrologic & Hydraulic Modeling
- Floodwall

2015 - 2016

PROJECT TEAM

Thomas Burke, PhD, PE
Project Manager

Luke Sherry PE
Project Engineer

W. Daniel Crosson, PE
Project Manager

Patrick Kielty, PE
Resident Engineer

CLIENT

City of Elmhurst
Howard Killian, Director of Public Works
howard.killian@elmhurst.org
630.530.3041

CONSTRUCTION COST

$2 Million

FEE

$350 thousand

FUNDING SOURCE

Local

The Crescent Cambridge Stormwater Improvement Project was designed to reduce frequent, severe residential flooding by constructing a relief sewer to handle overflows from the existing storm sewer system, and drain them into a new 10.8 acre feet stormwater basin in York Commons Park.

The project was designed to provide a 100-year level of protection for 38 flood-prone properties located in the southwestern portion of the City. These homes experienced overland flooding during the recent severe storm events of June & July 2010 and April 2013.

SERVICES INCLUDED:

CBBEL provided design and construction services for the installation of approximately 2,000 linear feet of 48-inch diameter storm sewer in conjunction with 11 acre-feet of flood storage created at York Commons Park. The City partnered with the Elmhurst Park District (EPD) and entered into an Intergovernmental Agreement (IGA) with that agency to use the land for stormwater storage. In addition to working with the EPD, the project involved the securing of temporary and permanent easements to construct a portion of the 48-inch diameter storm sewer through residential properties.

CBBEL performed the hydrologic and hydraulic modeling to determine the necessary storm sewer sizes and flood storage configuration. We prepared plans, specs, and estimates, coordinated with permitting agencies and other stakeholders, and provided construction inspection services.

REFERENCES

CITY OF PARK RIDGE

505 Butler Place
Park Ridge, IL 60068

Contact: Wayne Zingsheim, Director of Public Works | 847.318.5247
wzingshe@parkridge.us

VILLAGE OF ORLAND PARK

Department of Public Works
15655 S. Ravinia Avenue
Orland Park, IL 60462

Contact: John Ingram, Director of Infrastructure Maintenance | 708.403.6350
jingram@orlandpark.org

CITY OF ELMHURST

209 North York Street
Elmhurst, IL 60126

Contact: Howard Killian, Director of Public Works | 630.530.3041
howard.killian@elmhurst.org

WORK LOAD CAPACITY

CBBEL has the staffing capacity and project experience to meet the schedule as outlined in the RFQ. We have the staff capacity to start work immediately upon execution of the contract. All staff listed in this submittal have discussed the possible project and their availability should CBBEL be awarded the work.

One of our primary tasks would be to determine if there are project components which can be revised to reduce cost/ complexity and expedite the implementation of this project. Our goal is to create a seamless environment between the Village and our project team while delivering a quality, on-time project as we have done for many clients previously.

NAME	PROPOSED POSITION	CURRENT PROJECTS	Percent of Time on Current Project/s	Date Projects Completed	Percent of Time to be devoted to Lincolnwood Street Storage
Jeff Julkowski	Project Manager	O'Hare International Airport Drainage Planning	25%	Ongoing	20%
		IDOT Drainage - On Call Services	15%	Ongoing	
		Arlington Heights - Cypress Street Drainage	10%	June 2019	
		Miscellaneous	50%	Ongoing	
Jim Amelio	Public Involvement	Lincolnwood - Transmission Main	10%	May 2019	10%
		Lincolnwood - Village Engineer	40%	Ongoing	
		Forest Park - Annual Capital Projects	10%	Ongoing	
		Orland Park - Fairway Watermain Project	10%	Nov 2018	
		Miscellaneous	30%	Ongoing	
Steve Sugg	Civil Engineering	Coal City Broadway Street Reconstruction	40%	Nov 2018	25%
		Arlington Heights Storm Sewer Improvements	15%	March 2019	
		Highland, Indiana Storm Sewer Improvements	10%	Dec 2018	
		Hinsdale Storm Sewer Improvements	10%	Nov 2018	
		Miscellaneous	25%	Ongoing	

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NAME	PROPOSED POSITION	CURRENT PROJECTS	Percent of Time on Current Project/s	Date Projects Completed	Percent of Time to be devoted to Lincolnwood Street Storage
Dan Dem	Civil Engineering	Lincolnwood - Transmission Main	40%	May 2019	20%
		Lincolnwood - Village Engineer	40%	Ongoing	
		Orland Park Fairway Watermain Project	10%	Nov 2018	
		Miscellaneous	10%	Ongoing	
Mike Burke	Stormwater/ Permitting	Deer Park General Engineering	25%	Ongoing	30%
		Mount Prospect Levee 37 Flood Improvements	10%	Ongoing,- Completion TBD	
		Buffalo Creek LOMR	15%	Ongoing,- Completion TBD	
		Miscellaneous	50%	Ongoing	
Brian Kubilius	Stormwater/ Permitting	ComEd TSS184 Elk Grove Substation	15%	Nov 2018	30%
		ComEd TSS103 Lisle Substation	35%	Ongoing	
		Meadowdale Lateral Flood Storage	30%	Ongoing	
		Miscellaneous	20%	Ongoing	

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EXHIBIT B

FEE STRUCTURE

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VILLAGE OF LINCOLNWOOD
STREET STORAGE PROGRAM - STAGE II
WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

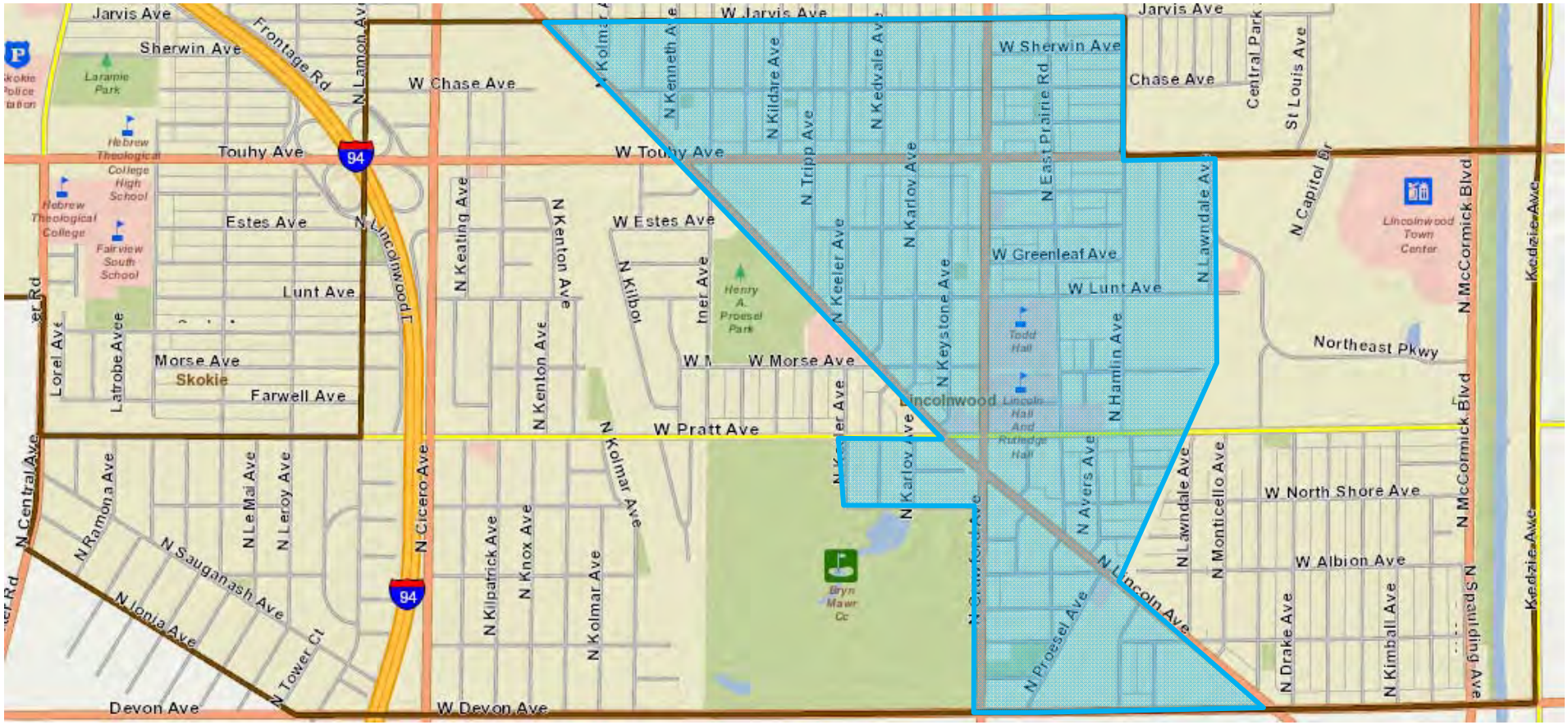
Classification	Engineer				Survey					CAD Manager	Asst. CAD Manager	Drone Surveying	Total Hours	Total Cost
	V	IV	III	I/II	V	IV	III	II	I					
Rate ($/hr)	$150.00	$121.00	$112.00	$91.00	$150.00	$115.00	$110.00	$86.00	$67.00	$121.00	$115.00			
Street Storage Program Stage 2														
Task 1 - Aerial Topographic Survey					2	8	24			20		$ 35,000.00	54	$ 41,280.00
Task 2 - Street Storage Hydraulic Modeling														
Task 2.1 - Existing Conditions Modeling	60		300										360	$ 42,600.00
Task 2.2 - Proposed Conditions Modeling	80		440										520	$ 61,280.00
Task 3 - Public Involvement	12	24											36	$ 4,704.00
Task 4 - Easement Exhibits		10		20	12	80	100				40		262	$ 29,630.00
Task 5 - 90% Plans	20	240	80	400									740	$ 77,400.00
Task 6 - Final Engineering Plans	8	20	10	140									178	$ 17,480.00
Task 7 - Permitting	2	12		24									38	$ 3,936.00
Task 8 - Bidding Assistance		4		8									12	$ 1,212.00
Subtotals	182	310	830	592	14	88	124	0	0	20	40		2200	
Percentage of Hours	8.3%	14.1%	37.7%	26.9%	0.6%	4.0%	5.6%	0.0%	0.0%	0.9%	1.8%		100.0%	
Total Personnel Cost	$27,300.00	$37,510.00	$92,960.00	$53,872.00	$2,100.00	$10,120.00	$13,640.00	$0.00	$0.00	$2,420.00	$4,600.00		**Subtotal Cost =**	**$ 279,522.00**
													Direct Cost =	**$ 10,000.00**
													TOTAL COST =	**$ 289,522.00**

Christopher B. Burke Engineering, Ltd.

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Street Storage Stage II

Project Area



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Item #9
Engineering Design Services
Street Storage – Stage II

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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 directed staff to pursue grant funds for the North Shore Outfall Sewer and *pursue design of the next stage of street storage**
    - Projects #1 and #2 out of the 10 identified in SMP

**Current action*

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Figures in 2012 Dollars

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.

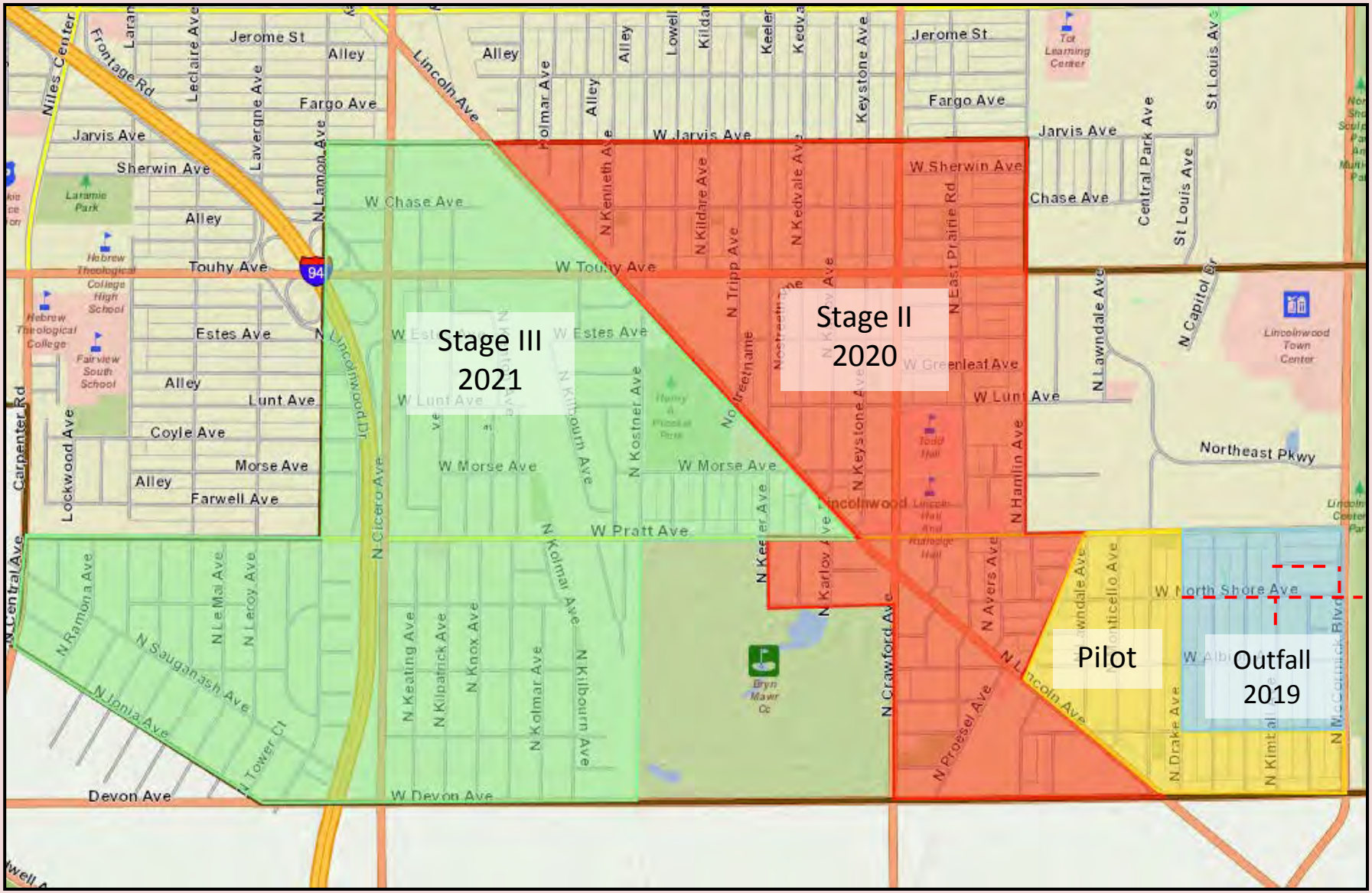
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Background

- Sep. 20 & Oct. 16, 2018 Committee of the Whole
  - North Shore Outfall Sewer project awarded MWRD funds for construction ($1.4 million)
  - Existing Water/Sewer revenue is sufficient to fund operations, but not the proposed projects
  - Funding Options
    - New User Charge
    - New Fixed Fee
    - Property Tax Levy
    - Home Rule Sales Tax Increase – *Preferred Option*

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Stormwater Projects



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Annual Debt Service by Project

Annual Debt Service by Project				
Project	Construction Year	Total Cost	Bond Amount	Annual Debt Service
North Shore Outfall	FY 19/20	$3,410,000	$1,900,000	$150,000
Street Storage – Stage II	FY 20/21	$4,475,000	$4,175,000	$310,000
Street Storage – Stage III	FY 21/22	$3,560,000	$3,560,000	$265,000
Total		$11,445,000	$9,635,000	$725,000

- 0.25% increase in Home Rule Sales Tax is estimated to generate $500,000 in revenue
  - Sufficient to fund North Shore Outfall and Street Storage -Stage II
- Staff will return with the necessary approval documents at a future meeting

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Street Storage – Stage II Engineering Services Solicitation

- September 7, 2018 – Village issued a Request for Qualifications/Proposals (RFQ/P)
  - RFQ/P sent to 16 engineering firms
- September 27, 2018 – One statement of qualifications (SOQ) was received
  - Christopher B. Burke Engineering, Ltd. (CBBEL)
- Review Committee reviewed the SOQ
  - Technical Approach
  - Firm Experience
  - Staff Capabilities
  - Past Performance
  - Work Load Capacity

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Street Storage – Stage II Engineering Services Selection

- Review Committee found CBBEL to be qualified to perform the project
  - CBBEL demonstrated a strong history of successful stormwater projects
  - CBBEL completed the design of the pilot project and oversaw construction
  - Project staff is very qualified and has experience with Village projects
- Based on the Review Committee's finding, the sealed cost proposal was opened
  - $289,522 ($300,000 is budgeted)

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Recommended Motion

Move to approve a Resolution authorizing the execution of a consultant services agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for engineering services relating to the Street Storage – Stage II project

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FOIA Requests November 2, 2018 to November 15, 2018

Date of Request*	Request Made By	Public Record Requested
11/2/2018	Brittany Green	Outstanding violations and fines for 6515 N Keating Ave.
11/5/2018	Bender and Beatty	Crash reports type B from October 29, 2018 to November 4, 2018.
11/6/2018	Dick Frantz	issued building permits for both new and remodel residential and commercial permits & $100,000 and up from October 1, 2018 to October 31, 2018
11/7/2018	Jada Powell	List of New Business Licenses for the month of October 2018
11/8/2018	Law Office of Alexander Gruzmark, LTD.	Ambulance Billing and Patient Report
11/8/2018	Michelle Dooley	Emails between Barry Bass and any personal email address, Wes Roitman and Mary Gianfriddo from March 8, 2018 through April 17, 2018
11/8/2018	Teresa Fallon	How many police department records clerks are employed full time? What is the salary of the police department clerks and their supervisor?
11/12/2018	Bender and Beatty	Crash reports type b from November 5, 2018 to November 11, 2018.
11/13/2018	Michelle Dooley	Emails from and between Village and Michael Sieman, Lake Forest Real Estate Capital, Lake Forest Real Estate Investors, ZS Development between the dates of March 22, 2018 and Arpil 11, 2018
11/14/2018	Yvonne Wojtalik	911 transcrips November 14, 2018 Approx 12 p. m. from 7237 Kedvale
*In addition, 8 police reports were requested during this period.		