



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:15 P.M. DECEMBER 18, 2018**

AGENDA

I) Call to Order

II) Roll Call

III) Approval of Minutes

- 1) Committee of the Whole Minutes December 4, 2018

IV) Regular Business

- 1) Discussion Regarding Zoning Clarification for 6850 N McCormick Boulevard (6:15-6:30 P.M.)
- 2) Discussion Regarding Potential Public Right-of-Way Modifications Related to the Redevelopment of 3720 W Touhy Avenue (6:30-7:00 P.M.)
- 3) Discussion Regarding Touhy Avenue Overpass Lighting Policy (7:00-7:25 P.M.)
- 4) Discussion Regarding Capital Improvement Plan Budget Workshop Dates (7:25-7:30 P.M.)

V) Public Comment

VI) Adjournment

DATE POSTED: December 14, 2018

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
DECEMBER 4, 2018**

Draft

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:52 PM, Wednesday, December 4, 2018, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

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

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

ABSENT: None

A quorum was present.

Also present: Village Attorney Steve Elrod, Interim Village Manager, Robert Merkel; Assistant Village Manager, Chuck Meyer; Police Chief, Jay Parrott; Public Works Director, Andrew Letson; and Management Analyst, Heather McFarland.

Regular Business

1. Status Report by the Traffic Commission

This item was presented by Chairperson Scott Troiano.

Traffic Commission Board

- Mr. Scott Troiani, Chair
- Mr. Mark Bonner
- Mr. Antonio Costantino
- Mr. John Ernst
- Mr. James Lee
- Mr. Victor Stojanoff
- Mr. Stanley Wilk
- Trustee Jesal Patel, Village Board Liaison

Traffic Commission – Mission

- Addressing Transportation Challenges with Innovation, Engineering & Community Feedback

Common Community Concerns

- Traffic Speed and Volume
- Stop Sign Requests

- Cut-Through Traffic
- Parking Congestion and Mitigation
- Commercial and Recreational Vehicle Parking
- Traffic Safety

Summary of Significant Activities

- 7300 Block Cicero – Designated Parkway Parking Request
- 3700 Pratt Avenue – Extension of the No Parking Zone
- Pratt and East Prairie – Intersection Review
- Psistaria Restaurant – Traffic Plan Review / Engineering Study Recommendations
- Public Safety Concerns:
 - No Sidewalks
 - Touhy and Cicero Avenues
 - Cicero from Pratt to Lunt
 - Pratt and Hamlin Avenues
 - Line of Sight Issues
 - Kenneth Avenue and Kostner Avenue
 - UP Trail and North Shore Avenue
 - Lincoln Avenue and Springfield Avenue
 - Lincoln Avenue and Albion Avenue
- 6400 Block Drake Avenue – Alley Vacation Request
- 3900 Block Devon Avenue – Designated Parkway Parking Request
- Vacation of Unimproved Alleys (Request by Village Public Work's Dept.)
 - N/S Alley between 7300 Block of Kedvale and Karlov Avenues
 - N/S Alley between 7300 Block of Karlov and Keystone Avenues
 - N/S Alley between 7300 Block of Keystone and Crawford Avenues
 - N/S Alley between 6700 Block of Lawndale and Monticello
- No Parking Requests
 - 4100 Pratt Avenue
 - 4700 Pratt Avenue
 - 6700 Lincoln Avenue
- 4400 Block Estes Avenue – Traffic Control Signage Request
- 6600 Block Lincoln Avenue – Parking Restriction Request
- Edens Expressway – Accident Review and Discussion
- Yield Sign Pilot Program

2019 – 20 Goals

- Removal/Retention of Speed Humps During Street Resurfacing Project
- Address Concerns Regarding Non-Resident Parking in the 6400 block of Trumbull Avenue
- Safe Routes to Schools Grant if Approved by IDOT

Trustee Sugarman and Trustee Patel asked about traffic and parking concerns on Lincolnwood Drive to be reviewed by the Commission. Mr. Letson stated that an engineer has looked at the area and that there would likely be something for consideration at a future Budget Meeting.



MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Charles Meyer, Assistant Village Manager

DATE: December 14, 2018

SUBJECT: **December 18 Committee of the Whole Meeting**

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

1) **Discussion Regarding Zoning Clarification for 6850 N McCormick Boulevard (6:15-6:30 P.M.)**

Back in October of this year the Village Board adopted an Ordinance granting various zoning approvals for the Walmart Pick-up grocery store. The approved Ordinance also amended several previously adopted Ordinances including an Ordinance that was approved in 2015. None of the exhibits for the Ordinance from 2018 show the location of a 6,000 square foot outlot building that was previously approved as part of the 2015 Ordinance. The property owner is seeking clarification on the outlot prior to signing the 2018 Ordinance. [Attached](#) is a memo from the Development Manager outlining the item needing clarification.

2) **Discussion Regarding Potential Public Right-of-Way Modifications Related to the Redevelopment of 3720 W Touhy Avenue (6:30-7:00 P.M.)**

Recently the Community Development Department was contacted by the Village of Skokie regarding a proposal to redevelop 3720 Touhy Avenue. Based on information provided to Village staff, the developer of the Skokie project may be requesting modifications to the public rights-of-way adjacent to the redevelopment area. [Attached](#) is a memo from the Development Manager regarding possible items that may be requested by the Skokie developer.

3) **Discussion Regarding Touhy Avenue Overpass Lighting Policy (7:00-7:25 P.M.)**

At the March 7, 2017 COTW meeting, staff presented the Village Board with lighting options for the Touhy Avenue Overpass. Once direction was received a policy was drafted with lighting options for specific holidays. The draft lighting policy was then presented to the Park and Recreation Board at their October 9 meeting. The Park and Recreation Board supported the draft policy and suggested a few other holidays to be included. [Attached](#) is a

memo from the Assistant to the Public Works Director which includes a list of possible holidays and lighting options for those holidays.

**4) Discussion Regarding Capital Improvement Plan Budget Workshop Dates
(7:25-7:30 P.M.)**

The Interim Village Manager is seeking availability from the Board regarding a possible date for a Capital Improvement Plan Budget workshop.

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



MEMORANDUM

TO: Robert Merkel
Interim Village Manager

FROM: Doug Hammel, AICP
Development Manager

DATE: December 18, 2018

SUBJECT: Clarification Regarding Ordinance No. 2018-3362 Granting Zoning Approval for a Grocery Store

BACKGROUND

On October 16, 2018, the Village Board adopted Ordinance No. 2018-3362 (“2018 Ordinance”) granting various zoning approvals for a Walmart Pick-up grocery store at 6850 North McCormick Boulevard. That Ordinance amended several previously adopted Ordinances pertaining to the Planned Unit Development that regulates the property, including Ordinance No. 2015-3173 (“2015 Ordinance”). The 2018 Ordinance modified sign permissibility in order to allow larger wall signs and included exhibits that were identified as amending certain exhibits in the 2015 Ordinance. Specifically, Exhibit B Site Plan, Exhibit C Site Circulation Signage Plan, Exhibit D Paving Plan, and Exhibit E Planting Plan in the 2018 Ordinance show site improvements to support the grocery pick-up operation. Those exhibits do not, however, show the location of a 6,000-square-foot outlot building previously approved as part of the 2015 Ordinance and shown in Exhibit F Site Plan of that Ordinance.

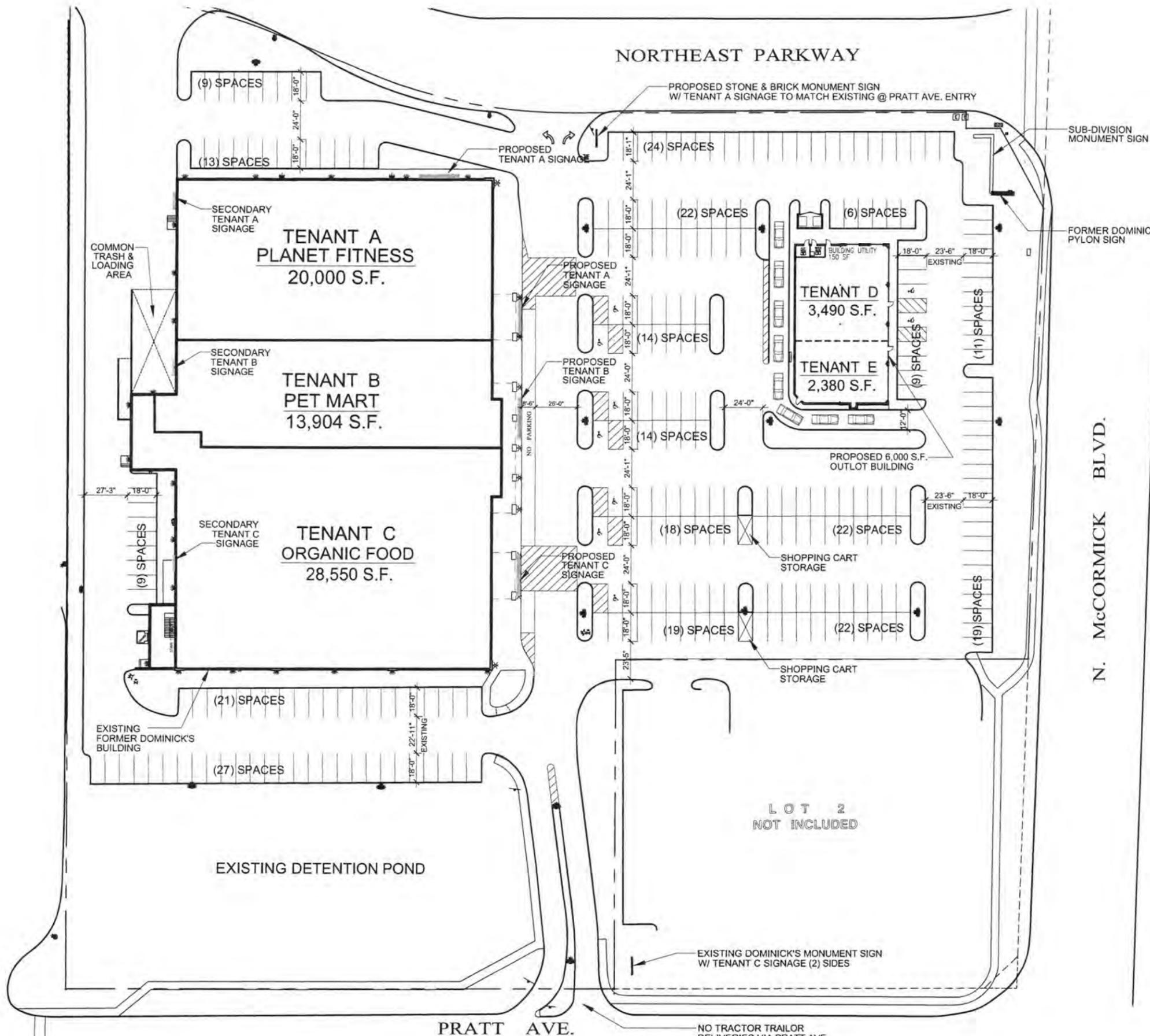
Prior to signing the 2018 Ordinance, the owner of the property is seeking clarification that the exhibits attached therein do not negate the approval of the out lot development and other previously granted approvals not explicitly shown in exhibits attached to the 2018 Ordinance. They also seek clarification that, if the grocery tenant were to vacate the property at any time in the future, that the approvals granted through the 2015 Ordinance would remain in effect.

REQUESTED ACTION

Staff seeks Board concurrence that the 2018 Ordinance was not intended to eliminate the 2015 Ordinance and that the Board is not opposed to restoring the 2015 Ordinance and its plans and exhibits in the event that Walmart ceases operations on the subject property.

DOCUMENTS ATTACHED

1. Exhibit F Site Plan of Ordinance No. 2015-3173
2. Exhibits B Site Plan, C Site Circulation Signage Plan, D Paving Plan, and E Planting Plan of Ordinance No. 2018-3362



PARKING SUMMARY

REQUIRED PARKING

- TENANT A (HEALTH CLUB):**
1 PER (3) PERSONS + 1 PER (2) EMPLOYEES
215 OCCUPANTS + 10 EMPLOYEES = (77) REQ'D SPACES
- TENANT B (RETAIL):**
3.3 SPACES PER 1,000 S.F. = (46) REQ'D SPACES
- TENANT C (GROCERY):**
4.5 SPACES PER 1,000 S.F. = (129) REQ'D SPACES
- TENANT D (DRY CLEANER):**
4 SPACES PER 1,000 S.F. = (14) REQ'D SPACES
- TENANT E (RESTAURANT):**
10 SPACES PER 1,000 S.F. = (24) REQ'D SPACES

TOTAL REQUIRED SPACES = (290) REQ'D SPACES
TOTAL PROVIDED = (279) ACTUAL SPACES

— PROPOSED SIGNAGE



SCALE: 1/64" = 1'-0"

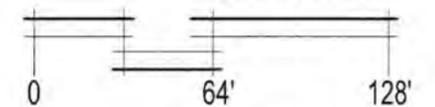
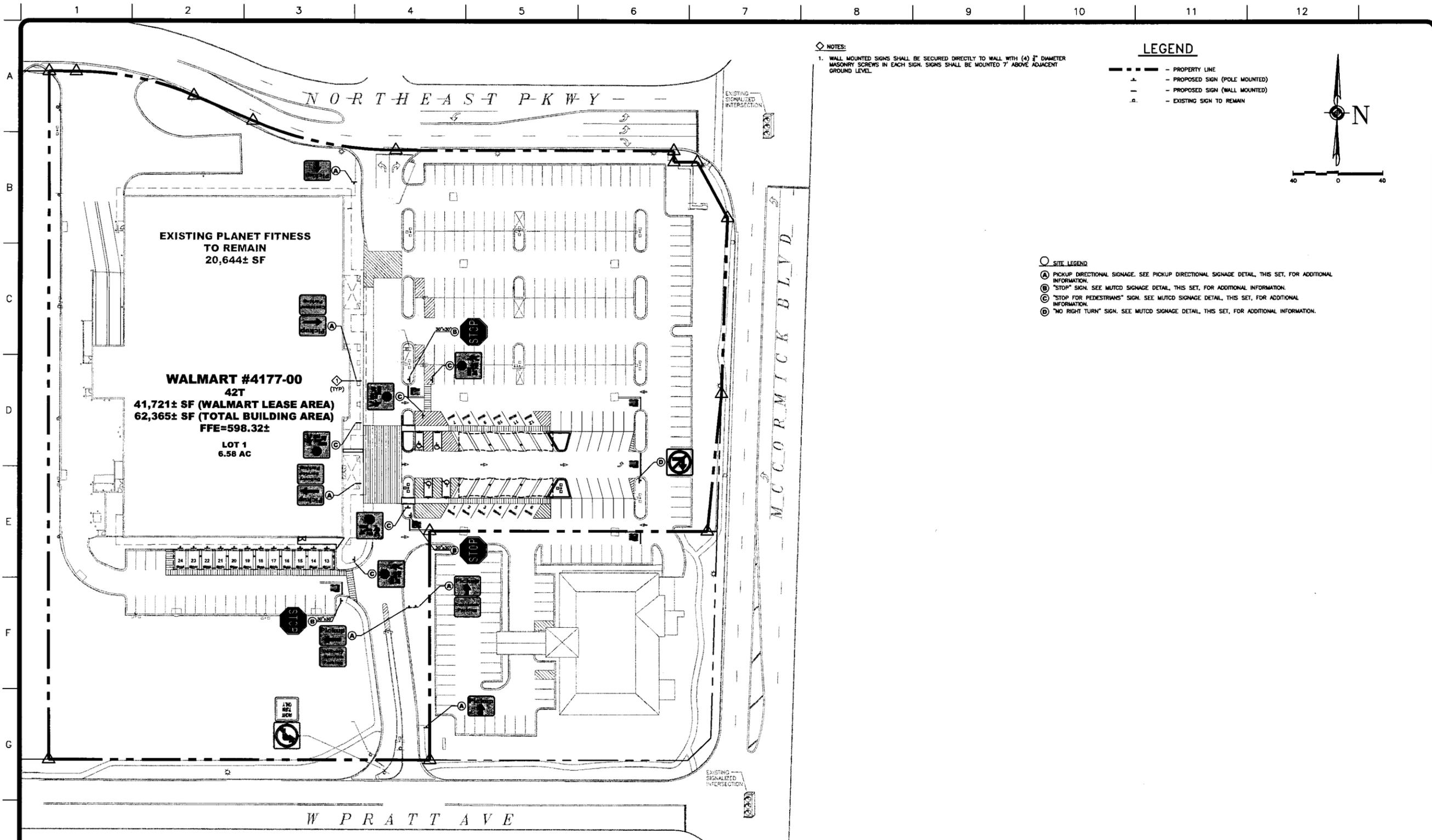


EXHIBIT B

Site Plan

EXHIBIT C

Site Circulation Signage Plan



NOTES:

1. WALL MOUNTED SIGNS SHALL BE SECURED DIRECTLY TO WALL WITH (4) 1/4" DIAMETER MASONRY SCREWS IN EACH SIGN. SIGNS SHALL BE MOUNTED 7' ABOVE ADJACENT GROUND LEVEL.

LEGEND

- - - - - PROPERTY LINE
- ▲ PROPOSED SIGN (POLE MOUNTED)
- PROPOSED SIGN (WALL MOUNTED)
- ▲ EXISTING SIGN TO REMAIN



SITE LEGEND

- Ⓐ PICKUP DIRECTIONAL SIGNAGE. SEE PICKUP DIRECTIONAL SIGNAGE DETAIL, THIS SET, FOR ADDITIONAL INFORMATION.
- Ⓑ "STOP" SIGN. SEE MUTCD SIGNAGE DETAIL, THIS SET, FOR ADDITIONAL INFORMATION.
- Ⓒ "STOP FOR PEDESTRIANS" SIGN. SEE MUTCD SIGNAGE DETAIL, THIS SET, FOR ADDITIONAL INFORMATION.
- Ⓓ "NO RIGHT TURN" SIGN. SEE MUTCD SIGNAGE DETAIL, THIS SET, FOR ADDITIONAL INFORMATION.

PICKUP EXTERIOR SIGN SCHEDULE

DESCRIPTION	DIMENSIONS	QUANTITY
RESERVED	18 X 18	24
PHONE NUMBER	8 X 18	24
VERTICAL PICKUP	18 X 36	24
PICKUP AHEAD	18 X 24	3
PICKUP LEFT	18 X 24	2
PICKUP RIGHT	18 X 24	1
CUSTOMER PARKING*	18 X 24	2
DELIVERY SERVICE PARKING*	18 X 24	2

NOTICE TO CONTRACTOR

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE DAMAGE TO EXISTING ITEMS TO REMAIN DOES NOT OCCUR. THESE PRECAUTIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO USE OF LIGHTLY LOADED EQUIPMENT IN ORDER TO PREVENT DAMAGE TO EXISTING ROADWAYS AND INFRASTRUCTURE, UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY EXISTING ON-SITE OR OFF-SITE ITEMS INCLUDING RELATED APPURTENANCES THAT WILL REMAIN IN PLACE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETE. THOSE ITEMS INCLUDE, BUT ARE NOT LIMITED TO DRAINAGE SYSTEMS, UTILITIES, CURBING, PAVEMENT, LANDSCAPING, IRRIGATION SYSTEMS, FENCING, RETAINING WALLS, PUBLIC ROADWAYS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS, AND SHALL BE TO THE SATISFACTION OF THE OWNER OF THE REPAIRED ITEM. PRIOR TO MAKING ANY REPAIRS, THE CONTRACTOR SHALL SUBMIT DETAILED REPAIR METHODOLOGY TO THE CEC AND WALMART CM. REPAIRS SHALL NOT BEGIN UNTIL WRITTEN APPROVAL FROM THE CEC AND WALMART CM HAS BEEN ISSUED. CONTRACTOR SHALL DOCUMENT ANY EXISTING DAMAGE WITH PHOTOS, VIDEOS, ETC., AND NOTIFY THE WALMART CONSTRUCTION MANAGER PRIOR TO COMMENCING CONSTRUCTION IN THE AREA OF THE EXISTING DAMAGED ITEM.

*SITE SPECIFIC
ALL PICKUP WAY FINDING AND STALL SIGNS ARE WALMART SUPPLIED AND CONTRACTOR INSTALLED. CONTRACTOR TO PLACE SIGN ORDER AT LEAST 3 WEEKS IN ADVANCE. ORDER SHALL BE SENT VIA EMAIL TO GETTY THOMAS (getty.thomas@walmart.com) AND BRAD KEENER (brad.keener@walmart.com). REQUEST SHALL CONTAIN A DELIVERY ADDRESS, DESIRED DELIVERY DATE, AND ANY SITE SPECIFIC SIGN SIZE AND/OR COLORS BASED ON APPROVED PLANS.



CALL 811

REVISIONS	BY

CARLSON CONSULTING ENGINEERS, INC.
 7045 LEDGESTONE COMMONS
 PH. (801) 384-0404 • FX. (801) 384-0710
 ILL. FIRM LICENSE #154002221-0002



WALMART PICKUP #4177-00
 LINCOLNWOOD, COOK COUNTY, ILLINOIS
 WALMART, INC.
 2001 SE 10TH STREET
 BENTONVILLE, AR 72716

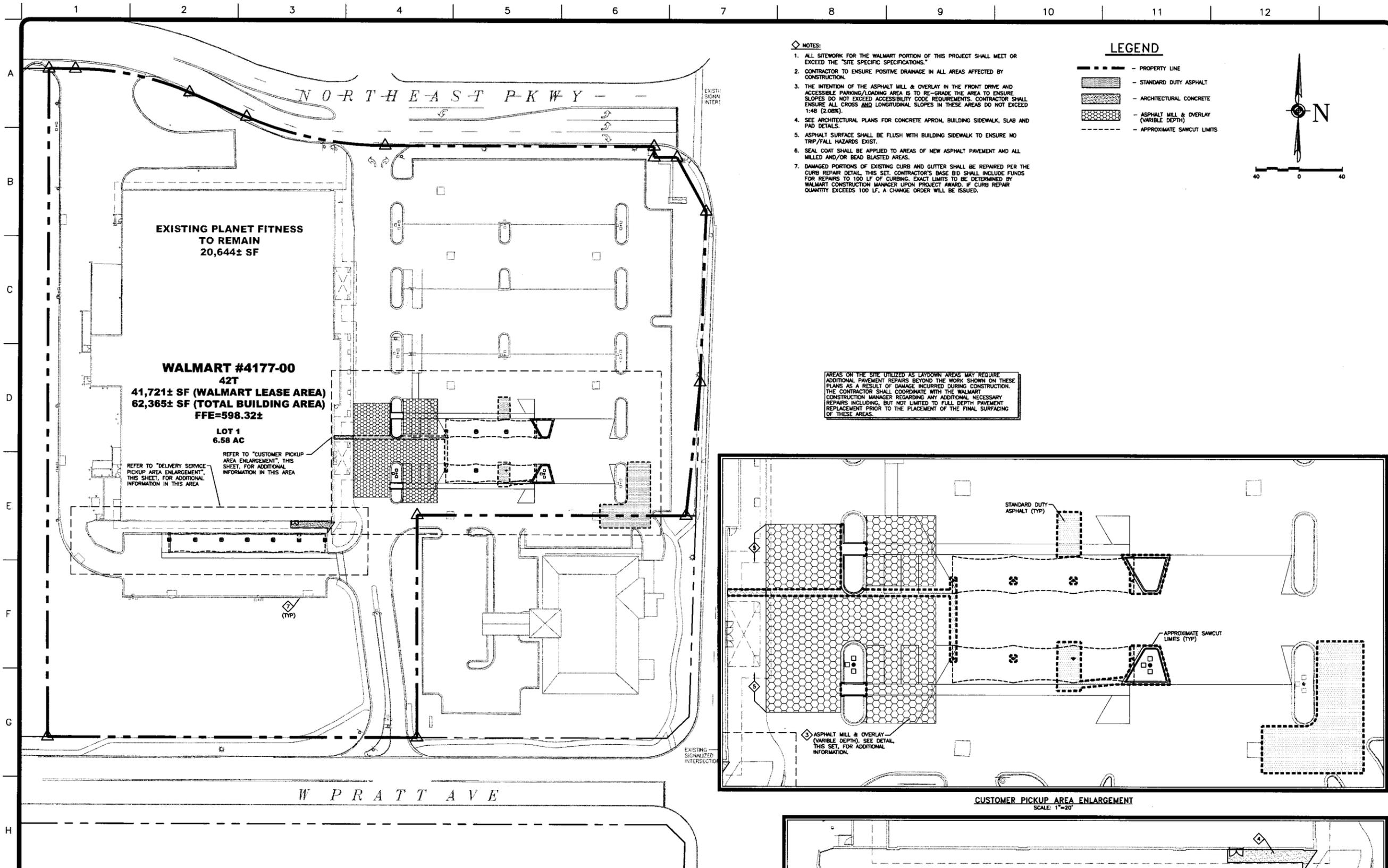


DRAWN	CMF
CHECKED	BKM
DATE	09/17/18
SCALE	1"=40'
JOB No.	4177-00
SHEET	11 OF 18 SHEETS

SITE CIRCULATION SIGNAGE PLAN

EXHIBIT D

Paving Plan



NOTES:

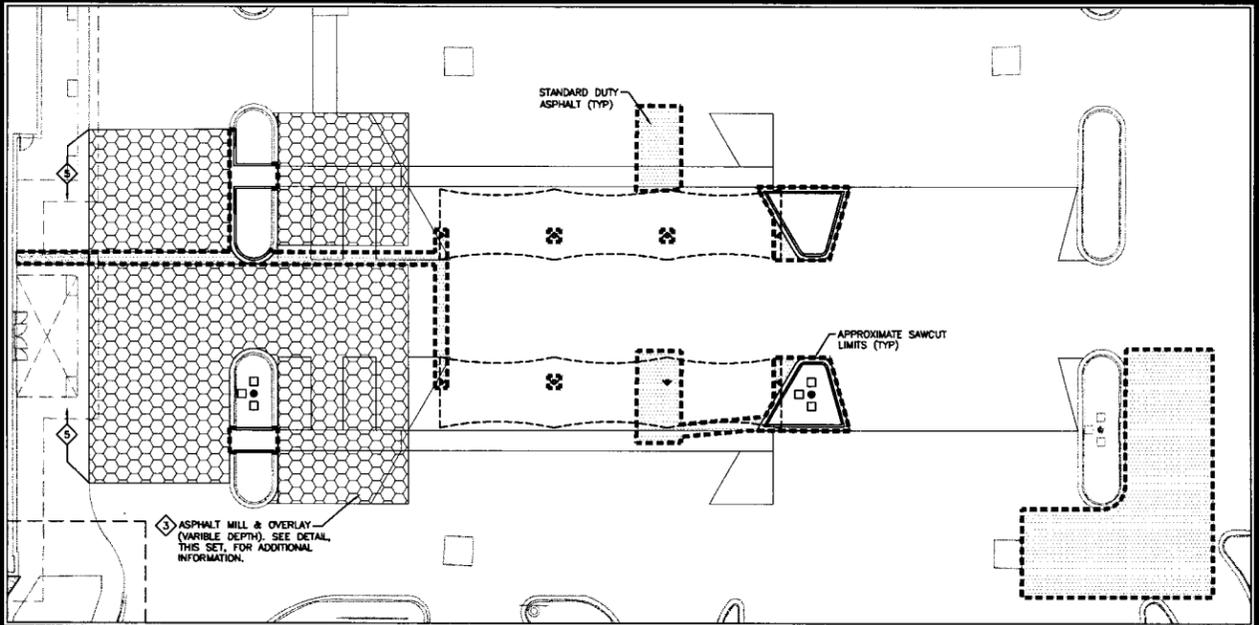
- ALL SITEWORK FOR THE WALMART PORTION OF THIS PROJECT SHALL MEET OR EXCEED THE "SITE SPECIFIC SPECIFICATIONS."
- CONTRACTOR TO ENSURE POSITIVE DRAINAGE IN ALL AREAS AFFECTED BY CONSTRUCTION.
- THE INTENTION OF THE ASPHALT MILL & OVERLAY IN THE FRONT DRIVE AND ACCESSIBLE PARKING/LOADING AREA IS TO RE-GRADE THE AREA TO ENSURE SLOPES DO NOT EXCEED ACCESSIBILITY CODE REQUIREMENTS. CONTRACTOR SHALL ENSURE ALL CROSS AND LONGITUDINAL SLOPES IN THESE AREAS DO NOT EXCEED 1:48 (2.08%).
- SEE ARCHITECTURAL PLANS FOR CONCRETE APRON, BUILDING SIDEWALK, SLAB AND PAD DETAILS.
- ASPHALT SURFACE SHALL BE FLUSH WITH BUILDING SIDEWALK TO ENSURE NO TRIP/FALL HAZARDS EXIST.
- SEAL COAT SHALL BE APPLIED TO AREAS OF NEW ASPHALT PAVEMENT AND ALL MILLED AND/OR BEAD BLASTED AREAS.
- DAMAGED PORTIONS OF EXISTING CURB AND GUTTER SHALL BE REPAIRED PER THE CURB REPAIR DETAIL, THIS SET. CONTRACTOR'S BASE BID SHALL INCLUDE FUNDS FOR REPAIRS TO 100 LF OF CURBING. EXACT LIMITS TO BE DETERMINED BY WALMART CONSTRUCTION MANAGER UPON PROJECT AWARD. IF CURB REPAIR QUANTITY EXCEEDS 100 LF, A CHANGE ORDER WILL BE ISSUED.

LEGEND

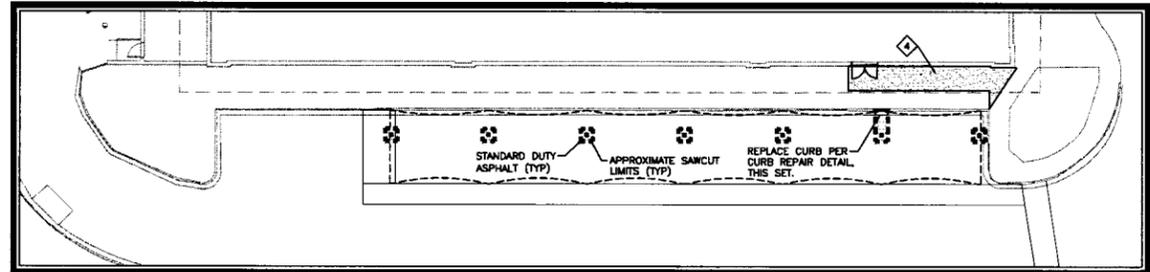
- - - - - PROPERTY LINE
- [Pattern] STANDARD DUTY ASPHALT
- [Pattern] ARCHITECTURAL CONCRETE
- [Pattern] ASPHALT MILL & OVERLAY (VARIABLE DEPTH)
- [Pattern] APPROXIMATE SAWCUT LIMITS



AREAS ON THE SITE UTILIZED AS LAYDOWN AREAS MAY REQUIRE ADDITIONAL PAVEMENT REPAIRS BEYOND THE WORK SHOWN ON THESE PLANS AS A RESULT OF DAMAGE INCURRED DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE WALMART CONSTRUCTION MANAGER REGARDING ANY ADDITIONAL NECESSARY REPAIRS INCLUDING, BUT NOT LIMITED TO FULL DEPTH PAVEMENT REPLACEMENT PRIOR TO THE PLACEMENT OF THE FINAL SURFACING OF THESE AREAS.



CUSTOMER PICKUP AREA ENLARGEMENT
SCALE: 1"=20'



DELIVERY SERVICE PICKUP AREA ENLARGEMENT
SCALE: 1"=20'

NOTICE TO CONTRACTOR

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE DAMAGE TO EXISTING ITEMS TO REMAIN DOES NOT OCCUR. THESE PRECAUTIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO USE OF LIGHTLY LOADED EQUIPMENT IN ORDER TO PREVENT DAMAGE TO EXISTING ROADWAYS AND INFRASTRUCTURE. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY EXISTING ON-SITE OR OFF-SITE ITEMS INCLUDING RELATED APPURTENANCES THAT WILL REMAIN IN PLACE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETE. THOSE ITEMS INCLUDE, BUT ARE NOT LIMITED TO DRAINAGE SYSTEMS, UTILITIES, CURBING, PAVEMENT, LANDSCAPING, IRRIGATION SYSTEMS, FENCING, RETAINING WALLS, PUBLIC ROADWAYS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS, AND SHALL BE TO THE SATISFACTION OF THE OWNER OF THE REPAIRED ITEM. PRIOR TO MAKING ANY REPAIRS, THE CONTRACTOR SHALL SUBMIT DETAILED REPAIR METHODOLOGY TO THE CEC AND WALMART CM. REPAIRS SHALL NOT BEGIN UNTIL WRITTEN APPROVAL FROM THE CEC AND WALMART CM HAS BEEN ISSUED. CONTRACTOR SHALL DOCUMENT ANY EXISTING DAMAGE WITH PHOTOS, VIDEOS, ETC., AND NOTIFY THE WALMART CONSTRUCTION MANAGER PRIOR TO COMMENCING CONSTRUCTION IN THE AREA OF THE EXISTING DAMAGED ITEM.

REVISIONS	BY

CARLSON CONSULTING ENGINEERS, INC.
7088 LEDGESTONE COMMONS
BARTLETT, TENNESSEE 38133
TEL: (615) 384-0710
ILL. FIRM LICENSE #18-002221-0002



WALMART PICKUP #4177-00
LINCOLNWOOD, COOK COUNTY, ILLINOIS
WALMART, INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72716



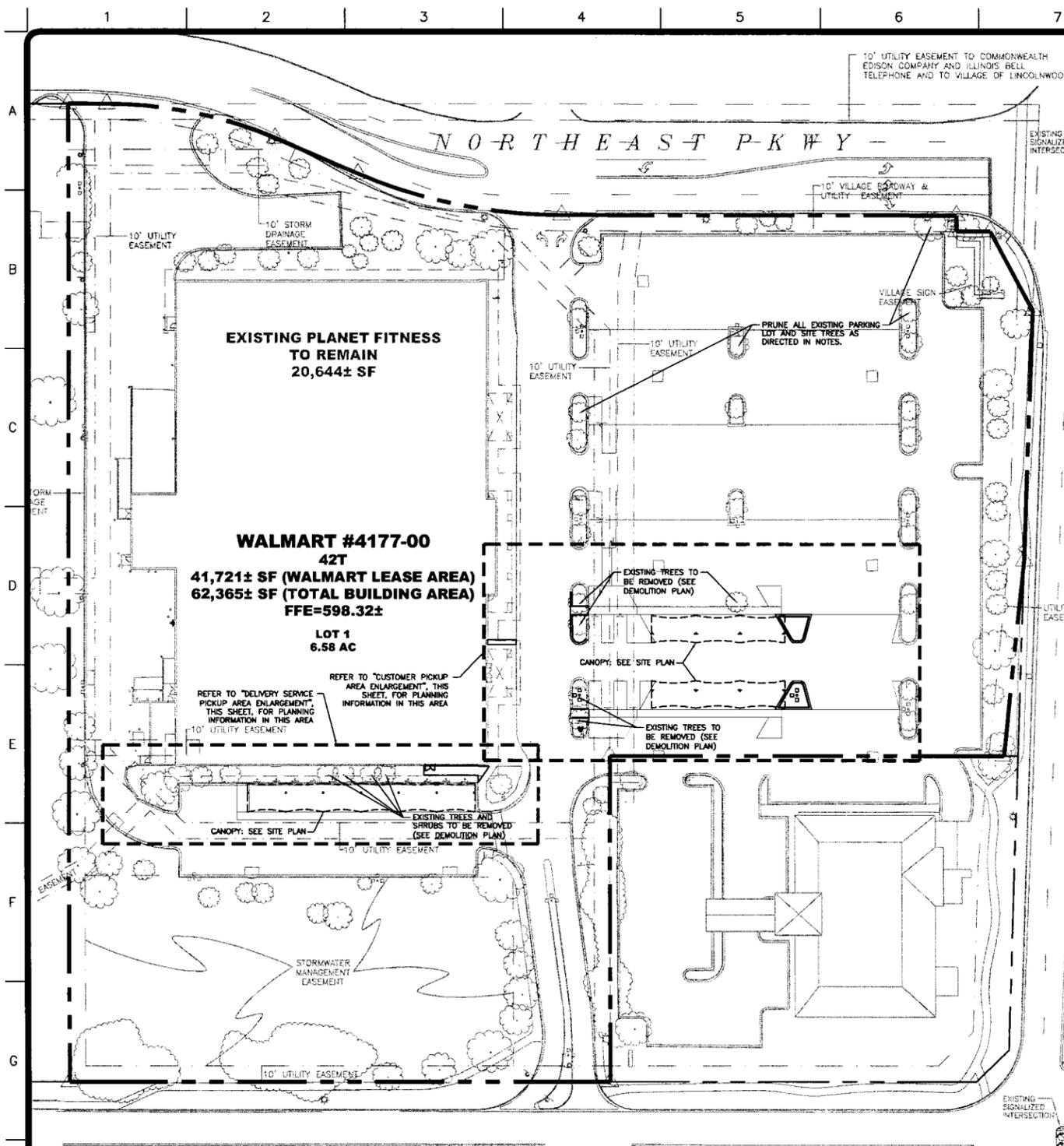
DRAWN	CMF
CHECKED	BKM
DATE	09/17/18
SCALE	1"=40'
JOB No.	4177-00
SHEET	12 OF 18 SHEETS

PAVING PLAN



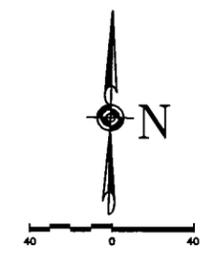
EXHIBIT E

Planting Plan and Planting Details



AUTOMATIC IRRIGATION IS NOT REQUIRED ON THIS PROJECT DUE TO ENVIRONMENTAL CONDITIONS THAT DO NOT WARRANT THE INSTALLATION OF A WATERING SYSTEM FOR PLANT ESTABLISHMENT AND SURVIVAL. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL WATERING AND MAINTENANCE OF ALL TURFGRASS AND PLANTINGS UNTIL THEY HAVE BECOME ESTABLISHED AND THE PROJECT WARRANTY HAS EXPIRED. UNDER NORMAL CIRCUMSTANCES, ONCE THE SPECIFIED PLANT MATERIAL HAS BECOME ESTABLISHED, SUPPLEMENTAL WATER IS NOT REQUIRED.

C. R. WALKER, P.L.A., PWS, CID, CLIA, ISA-CA, TN-GHP, CEI
LANDSCAPE ARCHITECT



- MAINTENANCE OF EXISTING LANDSCAPE VEGETATION THROUGHOUT THE PROPERTY:**
- THE CONTRACTOR IS TO PERFORM ALL NECESSARY PRUNING AND MAINTENANCE TO PROVIDE VISIBILITY AND A NEAT AND CLEAN APPEARANCE.
 - ALL DEAD BRANCHES ARE TO BE REMOVED FROM ALL EXISTING TREES.
 - ALL MEDIUM AND LARGE SCALE CANOPY TREES ARE TO HAVE THEIR LOWER BRANCHES PRUNED TO PROVIDE CLEARANCE AND VISIBILITY TO A MINIMUM HEIGHT OF 8'-0". SMALL SCALE AND ORNAMENTAL TREES ARE TO HAVE THEIR LOWER LIMBS PRUNED TO A MINIMUM HEIGHT OF 6'-0" OR 1/2 THEIR HEIGHT WHICHEVER IS APPROPRIATE. EVERGREEN TREES ARE TO REMAIN FULL TO THE GROUND.
 - ALL SHRUBS SHALL BE PRUNED IN ACCORDANCE WITH THEIR NATURAL GROWTH HABIT TO PROVIDE ADEQUATE VISIBILITY THROUGHOUT THE SITE.
 - ALL WEEDS ARE TO BE REMOVED FROM PLANTING AND GROUND COVER BEDS.
 - ALL TRASH AND DEBRIS IS TO BE REMOVED FROM THE PLANTING AND GROUND COVER BEDS, STORM DRAINAGE STRUCTURE, AND PARKING LOT.

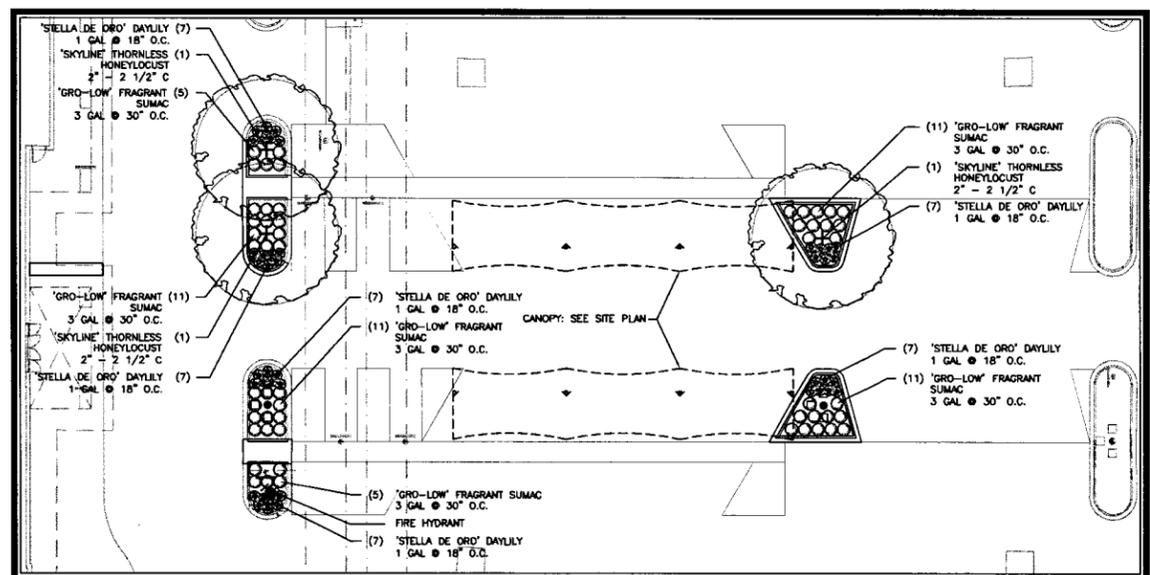
PLANT SCHEDULE

NOTE: ALL SIZES AND CONDITION OF NURSERY STOCK SHALL MEET THE STANDARDS ESTABLISHED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMEN.

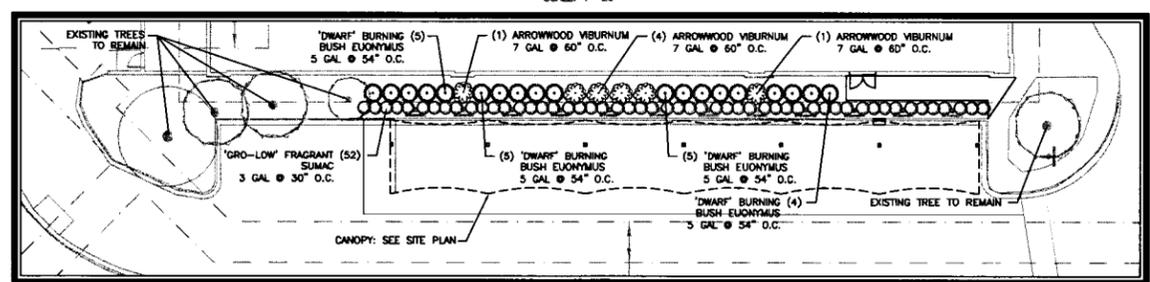
QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE (BOTH MIN'S TO BE MET)	SPACING	CONDITION	REMARKS
TREES:							
3	☉	GLEDITSIA TRIACANTHOS 'INERMIS' 'SKYLINE'	'SKYLINE' THORNLESS HONEYLOCUST	2" - 2 1/2" C / 12' - 14' HT	AS SHOWN	B&B/CONT	FULL HEAD w/UNIFORM GROWTH
SHRUBS:							
10	⊗	EUONYMUS ALATA 'COMPACTA'	'DWARF' BURNING BUSH EUONYMUS	5 GAL / 24" - 30" HT	54" O.C.	B&B/CONT	ROUND, FULL HEAD
6	⊗	VIORNUM DENTATUM	VIORNUM ARROWWOOD	7 GAL / 30" - 36" HT	60" O.C.	B&B/CONT	ROUND, FULL HEAD
GROUNDCOVERS:							
42	⊗	HEMEROCALLIS HYBRIDA 'STELLA DE ORO'	'STELLA DE ORO' DAYLILY	1 GAL	18" O.C.	CONT	NO BROKEN BLADES
106	⊗	RHUS AROMATICA 'GRO-LOW'	'GRO-LOW' FRAGRANT SUMAC	3 GAL / 15" - 18" SPD	30" O.C.	CONT	ROUND, FULL HEAD

NOTE: SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIES IDENTIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT INTENDED TO BE REPRESENTATIVE OF THE PLANT AT EITHER INSTALLATION OR MATURITY. SIZE OF SYMBOL SHOWN IN TABLE ABOVE MAY VARY FROM THOSE SHOWN ON PLANS.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.



CUSTOMER PICKUP AREA ENLARGEMENT
SCALE: 1"=20'



DELIVERY SERVICE PICKUP AREA ENLARGEMENT
SCALE: 1"=20'

PLANTING PLAN

REVISIONS	BY

CARLSON CONSULTING ENGINEERS, INC.
7066 LEDGESTONE COMMONS
BENTONVILLE, AR 72716
PHONE: (479) 281-1831 FAX: (479) 284-0710
ILL. FIRM LICENSE # 18-002221-0002



WALMART PICKUP #4177-00
LINCOLNWOOD, COOK COUNTY, ILLINOIS
WALMART, INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72716



DRAWN	CMF
CHECKED	BKM
DATE	06/17/18
SCALE	1"=40'
JOB No.	4177-00
SHEET	14 OF 18 SHEETS





MEMORANDUM

TO: Robert Merkel
Interim Village Manager

FROM: Doug Hammel, AICP
Development Manager

DATE: December 18, 2018

SUBJECT: Potential Public Right-of-Way Modifications Related to the Redevelopment of 3720 Touhy Avenue

BACKGROUND

The Community Development Department was recently contacted by Village of Skokie staff regarding a proposal to redevelop 3720 Touhy Avenue, 7227 Hamlin Avenue, and 3721 Chase Avenue as a unified development. The proposed development would include approximately 35,000-square feet of retail space. A two-story light industrial building was recently demolished at 3720 Touhy Avenue. The Skokie Zoning Map indicates that 3720 Touhy Avenue and 7227 Hamlin Avenue are currently zoned as M-3 Industrial, and 3721 Chase Avenue is zoned as B2-Commercial. Based on discussion with the Village of Skokie, it is staff's understanding that the proposed redevelopment would accommodate uses similar to what is permitted in Skokie's B-2 Commercial District, which generally include retail grocery stores, restaurants, personal services, professional services, and financial services.

These properties are under the jurisdiction of the Village of Skokie. However, based on information provided to Lincolnwood staff, the developer may be requesting modifications to the public rights-of-way adjacent to the redevelopment area. The developer has not yet submitted an application for a Plan Commission Hearing with the Village of Skokie. However, Lincolnwood staff understands the following characteristics to be under consideration:

- **Maintain curb cut access from Hamlin Avenue.** It is anticipated that the developer will seek to maintain existing vehicular access to Hamlin Avenue. Hamlin Avenue represents the border between Skokie and Lincolnwood. On the west side of Hamlin Avenue, there are single-family homes oriented with their side lot lines to Hamlin Avenue.

Staff's Finding: While the location of a curb cut on Hamlin Avenue would remain generally where it currently is, staff anticipates that the types of uses permitted in Skokie's B-2 Commercial district may generate more traffic entering or exiting to and from Hamlin Avenue. Residential properties with their side lot lines toward Hamlin Avenue could notice this change in traffic volume.

- **Maintain full-access curb cut to Touhy Avenue.** It is anticipated that the developer will seek to maintain a curb cut to Touhy Avenue with no restrictions on access and egress. If the curb cut remains generally in its existing location, it would align with Ridgeway Avenue to the south. This request is currently under preliminary review from IDOT and will require their approval.

Staff's Finding: Given the proximity of a Touhy Avenue curb cut to the signalized intersection at Lawndale Avenue, staff believes it would be reasonable for IDOT to require this access point to be right-in/right-out only. If this is required, additional traffic looking to leave the development site and go east on Touhy Avenue could use Hamlin Avenue, increasing traffic adjacent to residential properties in Lincolnwood.

- **Maintain curb cut access to Chase Avenue.** It is anticipated that the developer will seek to maintain existing vehicular access to Chase Avenue at the north end of the redevelopment site. The north side of Chase Avenue hosts industrially-zoned property entirely within the Village of Skokie.

Staff's Finding: Staff believes maintaining access to Chase Avenue will have no impact on properties or rights-of-way in Lincolnwood.

- **Enhance internal circulation and connection to commercial properties to the east.** It is anticipated that the developer will seek approval to enhance parking aisle circulation between Hamlin Avenue and the Walmart parking lot to the east of the redevelopment site, and north-south between Touhy Avenue and Chase Avenue.

Staff's Finding: Staff believes enhanced circulation through the redevelopment area will have no impact on properties or rights-of-way in Lincolnwood as there are several existing or proposed access and egress points to Touhy Avenue for commercial uses east of Hamlin Avenue and the proposed redevelopment site.

- **Modify the Touhy Avenue cross-section.** It is anticipated that the developer will seek approval to modify the Touhy Avenue cross-section to accommodate possible increased traffic flow into and out of the redevelopment area. This request is currently under preliminary review from IDOT and will require their approval. Because the BP gas station at the corner of Touhy Avenue and Hamlin Avenue is not included in the redevelopment plan, it is assumed that any modifications to the Touhy Avenue cross-section would only occur to the east of that gas station. However, even minor modifications could impact site access and on-street parking for properties on the south side of Touhy Avenue in Lincolnwood.

Staff's Finding: Staff is unclear of the design intent related to the cross-section of Touhy Avenue and is seeking additional information from Skokie staff. Lincolnwood staff is seeking to determine if the proposed design includes the removal of on-street parking for any portion of the south side of Touhy Avenue and, if so, what other modification would warrant this (i.e., new deceleration lanes or dedicated left turn lanes.)

- **Consider a traffic signal at Hamlin Avenue and Touhy Avenue.** It is possible that the developer may seek approval for a signalized intersection at Hamlin Avenue and Touhy Avenue. This request would be based on the assumption that a signal could enhance access to and from the redevelopment site. However, this would require approval from IDOT, and the adjacency of signals at Lawndale Avenue (approximately 800 feet to the east) and Crawford Avenue (approximately 1,300 feet to the west) do not meet IDOT's standards for the spacing of signalized intersections. In terms of potential impacts on Lincolnwood properties, this signal could facilitate additional truck traffic on Hamlin Avenue north of Touhy Avenue. While access from Hamlin Avenue to Jarlath, Chase, Sherwin and Jarvis Avenues is restricted by cul-de-sacs, this additional traffic could impact the residential properties immediately adjacent to Hamlin Avenue.

Staff's Finding: The installation of a traffic signal at Hamlin Avenue and Touhy Avenue has been on IDOT's Multi-Year Plan for several years but has never been implemented. The Multi-Year Plan also identifies expenses related to land acquisition. Staff has not received any specific plans to determine the impacts on the required land acquisition. However, if the signal were to be considered, staff would have concerns over the potential for increased southbound truck traffic or private vehicular traffic utilizing the light for controlled access to Touhy Avenue and the potential for the phasing of the signal to exacerbate congestion along this portion of Touhy Avenue. Staff has requested any traffic analyses that have been conducted related to the proposed development. As of the time of this drafting, none have been provided.

- **Construction phasing for the Village's water transmission main.** The Village is planning to construct a water transmission main to connect the Village's potable water system to the City of Evanston, with whom the Village recently entered into a water supply agreement. A portion of the transmission main is planned to be constructed along Hamlin Avenue, adjacent to the proposed development. Construction is anticipated to occur in 2019.

Staff's Finding: Staff would like further information about the proposed construction schedule for the development and proposed signal to ensure there is no conflict with the installation of the transmission main. Additionally, we would like to see any plans for the traffic signal to ensure that any new infrastructure will not conflict with the Village's proposed project.

STAFF REQUEST

Staff requests that Trustees provide feedback regarding the anticipated redevelopment characteristics and staff findings described above. Staff will then convey its technical findings and Village Board feedback to Skokie staff.

DOCUMENTS ATTACHED

1. Context Map of Proposed Redevelopment Site

Context Map of Proposed Redevelopment Site





MEMORANDUM

TO: Robert Merkel, Interim Village Manager

FROM: Nadim Badran, Assistant to the Public Works Director

DATE: December 18, 2018

SUBJECT: Touhy Avenue Overpass Lighting Policy

Background: The Village's new Touhy Avenue pedestrian/bicycle overpass has been substantially complete since the ribbon cutting ceremony that took place on October 11, 2018. The overpass provides a safe route for pedestrians and bicyclists using the Valley Line Trail to safely cross Touhy Avenue, while also serving as a gateway feature for the Village.

At the March 7, 2017 Committee of the Whole meeting, staff presented lighting options to the Village Board in an effort to obtain direction on how the accent lighting system should be set up. The Village Board directed staff to incorporate accent lighting from abutment to abutment as part of the design of the overpass. The adjustable accent lights are found along the length of the main span crossing Touhy Avenue and on the Village logos on the bridge walls.

The accent lighting system can be programmed to change colors during certain times of the year to recognize certain events or holidays. In order to effectively utilize the accent lighting system, a draft Lighting Policy is attached to this memo. The draft policy specifies terms of the lighting process, as well as provides a set schedule of dates, durations, and colors that will be programmed into the lighting schedule. The list of included dates is based off of the lighting policies for other communities that have similar features, such as the Willis Tower, and bridges in other communities and entities across the country.

The draft lighting policy was reviewed by the Parks and Recreation Board at their October 9, 2018 meeting. The Commissioners supported the draft lighting policy and requested the addition of three holidays: President's Day, Flag Day, and September 11th Observance Day (Patriot Day). Additionally, staff met with the Village President to discuss the policy and the need to establish a set schedule of recognized events. The Village President supported a policy that lists a set schedule of dates to be adopted by the Village Board of Trustees. The list of recognized events/holidays can be found in the table below.

Holiday/Event	Date	Lighting Duration (days)	Colors
Valentine's Day	February 14 th	1	Red, Pink
President's Day*	TBD	1	Red, White, Blue
St. Patrick's Day	March 17 th	1	Green
Earth Day	April 22 nd	1	Green, Blue
Memorial Day	TBD	1	Red, White, Blue
Flag Day*	June 14 th	1	Red, White, Blue
Independence Day	July 3 rd – 5 th	3	Red, White, Blue
Patriot Day*	September 11 th	1	Red, White, Blue
Halloween	October 31 st	1	Orange, Purple
Veteran's Day	November 11 th	1	Yellow
Hanukkah	TBD	8	Blue, White
Christmas	December 22 nd – 31 st	10	Red, Green

*Events/holidays requested by the Park and Recreation Board.

Purpose of Discussion: Staff would like to request feedback from the Village Board on the proposed Lighting Policy prior to bringing it forward for adoption at a future Village Board meeting. Due to the influx of requests the Village may receive from residents, businesses, and non-profit organizations to recognize specific events, establishing a set policy that outlines recognized dates and events will help eliminate the need to review requests. While the policy does not allow for external requests, it does include language that will allow the Village to adjust the policy to recognize events outside of the schedule.

Attachments:

1. Draft Lighting Policy
2. PowerPoint Presentation



Touhy Avenue Overpass Lighting Policy

Introduction

The Touhy Avenue Overpass is equipped with adjustable lighting features that can be utilized to recognize and celebrate the Village of Lincolnwood, Village recognized holidays, public events, and other festivities. This lighting policy will provide a schedule of set dates and recognized holidays/events.

Village Overpass Lighting Plan

- The Village maintains the right to adjust the plan at any time to extend/shorten durations or to add/eliminate certain events. The following events/holidays will be recognized annually by the Village:

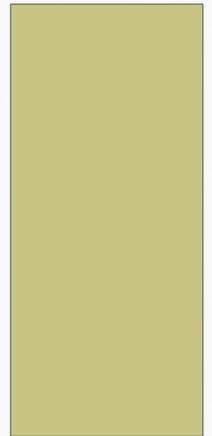
Holiday/Event	Date	Lighting Duration (days)	Colors
Valentine's Day	February 14 th	1	Red, Pink
President's Day	TBD	1	Red, White, Blue
St. Patrick's Day	March 17 th	1	Green
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Memorial Day	TBD	1	Red, White, Blue
Flag Day	June 14 th	1	Red, White, Blue
Independence Day	July 3 rd – 5 th	3	Red, White, Blue
Patriot Day	September 11 th	1	Red, White, Blue
Halloween	October 31 st	1	Orange, Purple
Veteran's Day	November 11 th	1	Yellow
Hanukkah	TBD	8	Blue, White
Christmas	December 22 nd – 31 st	10	Red, Green

- In the event that two holidays/events overlap, the east side of the bridge will be set to recognize one holiday/event and the west side will be set to recognize the other.

For questions regarding the policy, please contact the Village at (847) 673-1540.

TOUHY AVE OVERPASS LIGHTING POLICY

DECEMBER 18, 2018 - COMMITTEE OF THE WHOLE



PURPOSE OF DISCUSSION

- Seek feedback regarding the Overpass Lighting Policy

BACKGROUND

- The Overpass has been substantially completed since the October 11th Ribbon Cutting Ceremony
- Serves as a gateway feature for the Village
 - Contains a programmable accent lighting system and decorative signage

ACCENT LIGHTING

- At the March 7, 2017 Meeting, the Village Board directed staff to include abutment to abutment accent lighting in the final design
- A Lighting Policy is needed to establish a set schedule of recognized events



Stanley Consultants INC.

DRAFT POLICY

Holiday/Event	Date	Lighting Duration (days)	Colors
Valentine's Day	February 14 th	1	Red, Pink
President's Day	TBD	1	Red, White, Blue
St. Patrick's Day	March 17 th	1	Green
Earth Day	April 22 nd	1	Green, Blue
Memorial Day	TBD	1	Red, White, Blue
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Halloween	October 31 st	1	Orange, Purple
Veteran's Day	November 11 th	1	Yellow
Hanukkah	TBD	8	Blue, White
Christmas	December 22 nd – 31 st	10	Red, Green

- Reviewed by Park Board on October 9, 2018 meeting
 - Requested three additional dates be added - President's Day, Flag Day, and Patriot Day

REQUESTED DIRECTION

- Staff is requesting feedback on the draft schedule to determine if any additional dates should be added
- Policy will be brought forward for adoption at the January 2, 2018 Village Board meeting



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., DECEMBER 18, 2018**

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 1. Village Board Minutes December 4, 2018
- V. Warrant Approval**
- VI. Village President's Report**
 1. Appointment of Tony Jin to the Traffic 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 Regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board (Appears on Consent Agenda Because it is a Routine Function of Government)
 2. Approval of a Resolution Authorizing an Execution of a Membership Agreement for the Geographic Information System (GIS) Consortium (Appears on Consent Agenda Because it is a Routine Function of Government)
 3. Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Purchase Playground Equipment for the Renovation of Proesel Park Playground from ParKreation, of Prospect Heights, IL. in the Amount of \$96,910.36 (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)
 4. Approval of Recommendation by the Parks and Recreation Board to Approve an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)
 5. Approval of a Recommendation by the Economic Development Commission to Adopt a Resolution Supporting and Consenting to a Class 6B Property Tax Abatement Incentive for Lola Valentina at 6430 North Hamlin Avenue (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)

VIII. Regular Business

None

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) and Probable or Imminent Litigation Per Section 2(c)(11)

XV. Adjournment

DATE POSTED: December 14, 2018

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at Lincolnwood.tv at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. on cable television or online at lwdtv.org or on the Lincolnwood Mobile App.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
DECEMBER 4, 2018**

DRAFT

Call to Order

President Bass called the regular meeting of the Lincolnwood Board of Trustees to order at 8:01 PM Tuesday, December 4, 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, Hlepas Nickell, Ikezoe-Halevi, Patel, Spino, and Sugarman.

ABSENT: None

A quorum was present.

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

Warrant Approval

President Bass presented the warrants for approval in the amount of \$417,877.44. Motion to approve the warrants made by Trustee Sugarman, seconded by Trustee Patel.

Upon roll call the results were:

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

NAYS: None

The motion passed.

Village President's Report

1. Lincolnwood in Bloom Contest Winner

President Bass stated that each year, the Beautification Commission holds the annual Lincolnwood in Bloom Contest to showcase property owners that landscape and beautify their homes and neighborhoods. Entries are evaluated based on creativity, design, composition, environmental sensitivity and overall quality. This year's winner is Ms. Ditta Pfaffinger of 6942 Kolmar Avenue. Ms. Pfaffinger describes her project as a backyard privacy screen that includes a number of Arbor Vitae and Spruce trees, as well as a variety of beautiful perennials. As the contest winner, Ms. Pfaffinger will receive a \$75.00 gift card to Lowes, so that she may continue to enhance her garden. Congratulations to Ms. Pfaffinger for her award winning garden.

2. Proclamation Regarding Niles Township Food Pantry Awareness Month

President Bass read aloud the proclamation:

WHEREAS, the number of American households facing food insecurity in the U.S. continues to be more prevalent than it was before the Great Recession; and

WHEREAS, in Niles Township, residents may be surprised to learn that nearly 1 in 3 District 219 high school students are going to bed hungry, and going to school without enough food in their bellies; and

WHEREAS, the Niles Township Food Pantry is here to help, providing assistance to roughly 1,800 households and distributing 100,000 lbs. of food each month; and

WHEREAS, right now, there are residents in Lincolnwood, and throughout Niles Township, facing this life-threatening dilemma each and every day. As Americans, we call our network of food pantries and soup kitchens the last line of defense against hunger. We are here doing everything we can every day, but we need the help of the community now more than ever.

NOW, THEREFORE, BE IT RESOLVED that I, Barry Bass, President of the Village of Lincolnwood, along with the Village Board of Trustees do hereby proclaim the month of December, 2018 as:

Niles Township Food Pantry Awareness Month

In Lincolnwood and call upon citizens, to donate food and time to create a better, brighter, and more hopeful future for those less fortunate.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Lincolnwood to be affixed:

DATED this 4th day of December, 2018

At this time I ask Charles Levy, Niles Township Clerk and President Food Pantry Foundation and Donald Gelfund, Trustee and Director Food Pantry Foundation to come up to accept the proclamation. Gentlemen, the community thanks you for the work that you do at the Niles Township Food Pantry.

Mr. Levy and Mr. Gelfund thanked President Bass and the Village Board.

Consent Agenda

- 1. Approval of an Ordinance Levying Property Taxes in the Amount of \$5,701,897 for All Corporate Purposes for the Village of Lincolnwood, Cook County, Illinois for the Real Estate Tax Year 2018, Payable to the Village in the Calendar Year 2019**

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

Upon Roll Call the results were:

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

NAYS: None

The motion passed.

Regular Business

2. Consideration of a Resolution Authorizing the Execution of a Contract with SAFEbuilt Illinois, LLC, to Provide Building Inspection and Plan Review Services to the Community Development Department

This item was presented by Mr. Hammel who stated that the terms of the contract are substantially similar to the last time this item was presented. He clarified that the contract's price remains flat during the initial two year term, but includes an escalator based on the consumer price index for future renewals. Additionally, SAFEbuilt will provide a consistent plan reviewer for projects submitted by the Village.

Trustee Patel requested that staff provide a performance appraisal prior to renewal of the contract. Mr. Hammel stated that could be done.

Motion to move to approve Resolution was made by Trustee Spino, seconded by Trustee Patel.

Upon Roll Call the results were:

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

NAYS: None

The motion passed

Manager's Report

Mr. Merkel stated that tomorrow is a national day of mourning for the passing of President Bush and Federal offices will be closed; however, Village offices will be open.

Board and Commissions Report

Trustee Ikezoe-Halevi stated that the Iron Chief's event will be held on January 26, 2019.

President Bass stated that the annual Larry Froman Memorial Blood Drive will be held on December 20, 2018.

Trustee Cope thanked the residents of Lincolnwood Place for inviting him to entertain at a recent event.

Village Clerk's Report

None

Trustees Reports

Trustee Hlepas Nickell recommended the following items be referred to the Committee on Ordinances, Rules, and Buildings: Setback line on properties as it relates to subdivision and setback requirements for screening as it relates to parking lots. Mayor Bass added a desire to discuss non-conforming buildings and alleys

Trustee Hlepas Nickell stated that as a former president and private citizen, President Bush forged a friendship with former president Bill Clinton - his opponent and ultimate victor in his last election; joining forces to raise awareness and monies to support the relief efforts after the tragic 2004 Asian tsunami. Leading once again by example and backing up words he had shared with the American public during his presidency. Trustee Hlepas Nickell quoted President Bush as saying, "My friends, we are not the sum of our possessions. They are not the measure of our lives. In our hearts we know what matters. We cannot hope only to leave our children a bigger car, or a bigger bank account. We must hope to give them a sense of what it means to be a loyal friend; a loving parent; a citizen who leaves his home, his neighborhood, and his town better than he found it." She further stated that this is the true meaning of public service and embodies the mission of a thousand points of light and this is appropriate to reflect as we embark on the season of lights and the coming campaigns as we remember the passing of President George H. W. Bush.

Public Forum

None

Adjournment

At 8:18 PM Trustee Patel moved to adjourn the Regular Meeting, seconded by Trustee Cope.

The motion passed with a Voice Vote

Respectfully Submitted,

Charles Meyer
Deputy Village Clerk

TO: President and the Board of Trustees
FROM: Robert J. Merkel, Interim Village Manager
SUBJECT: Warrant Approval
DATE: December 14, 2018

The following are the totals for the List of Bills being presented at the December 18th Village Board meeting.

12/18/2018	73,532.06
12/18/2018	312,164.97
12/18/2018	215,007.14
12/18/2018	693,708.97
Total	<hr/> \$ 1,294,413.14

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 12/12/2018 - 2:13PM
Batch: 00200.12.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Commonwealth Edison				
COMED				
2873043051	12/6/2018	218.29	0.00	12/18/2018
101-440-513-5785 Utilities - public way				6471 N Lincoln
	2873043051 Total:	218.29		
300071087	12/5/2018	207.37	0.00	12/18/2018
101-440-513-5785 Utilities - public way				7157 N Keeler
	300071087 Total:	207.37		
381169268	12/5/2018	240.93	0.00	12/18/2018
101-440-513-5785 Utilities - public way				7002 N Tripp
	381169268 Total:	240.93		
4357072009	12/4/2018	214.35	0.00	12/18/2018
101-440-513-5785 Utilities - public way				6401 Mc Cormick Road
	4357072009 Total:	214.35		
4847019018	12/6/2018	195.40	0.00	12/18/2018
101-440-513-5785 Utilities - public way				6668 N Lincoln
	4847019018 Total:	195.40		
	Commonwealth Edison To	1,076.34		

Golf Mill Ford
GOLFMILL

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
449433P	11/8/2018	143.56	0.00	12/18/2018	
101-300-512-5480 R&M - vehicles					Arm assembly ,bolts, nuts for Squad #2
		143.56			
449433P Total:		143.56			
449434P	11/8/2018	122.38	0.00	12/18/2018	
660-620-519-5480 R&M - vehicles					Switch for Truck #10
		122.38			
449434P Total:		122.38			
		265.94			
Golf Mill Ford Total:		265.94			
Holland & Knight LLP					
HOLLAND					
5764140	12/6/2018	720.00	0.00	12/18/2018	
101-230-511-5370 Legal - review					Touhy & Lincoln Development
		720.00			
5764140 Total:		720.00			
5764144	12/6/2018	350.00	0.00	12/18/2018	
101-230-511-5370 Legal - review					Telecommunications Ordinance
		350.00			
5764144 Total:		350.00			
5764153	12/6/2018	15,307.26	0.00	12/18/2018	
101-230-511-5370 Legal - review					Purple Hotel - Tucker Development
		15,307.26			
5764153 Total:		15,307.26			
5764154	12/6/2018	1,967.50	0.00	12/18/2018	
101-230-511-5399 Other professional services					Village Manager Employment
		1,967.50			
5764154 Total:		1,967.50			
Dec	11/30/2018	14,070.00	0.00	12/18/2018	
101-230-511-5350 Legal - retainer					General Counsel Retainer/Dec
		14,070.00			
Dec Total:		14,070.00			
Nov	11/30/2018	14,070.00	0.00	12/18/2018	
101-230-511-5350 Legal - retainer					General Counsel Retainer/Nov

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Nov Total:		14,070.00			
Holland & Knight LLP Tot		46,484.76			
Impact Networking, LLC					
IMPACT					
1276664	11/26/2018	143.50	0.00	12/18/2018	Staples for copier/PW
101-210-511-5440 R&M - office equipment					
1276664 Total:		143.50			
Impact Networking, LLC T		143.50			
J.W. Turf Inc.					
JWTURF					
P17810	9/28/2018	256.32	0.00	12/18/2018	Catalog, manual for PW Vehicles
101-410-511-5620 Books and Publications					
P17810 Total:		256.32			
J.W. Turf Inc. Total:		256.32			
Lenovo					
LENOVO					
6220114023	11/28/2018	2,506.00	0.00	12/18/2018	ThinkPad X1 Carbon
101-250-511-5330 Data processing					
6220114023 Total:		2,506.00			
6220114965	11/28/2018	1,790.00	0.00	12/18/2018	ThinkPad X1 Carbon
101-250-511-5330 Data processing					
6220114965 Total:		1,790.00			
Lenovo Total:		4,296.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Lowe's Business Acc/GEFCF					
LOWES					
01994	12/7/2018	699.07	0.00	12/18/2018	
101-440-513-5290	Street lights & traffic signal				Sheving unit, plywood, door hinge, safety hasp
01994 Total:		699.07			
02254	11/29/2018	60.77	0.00	12/18/2018	
101-420-511-5405	R&M - buildings				Super glue adhesive, electric space heater
02254 Total:		60.77			
02494	12/3/2018	29.93	0.00	12/18/2018	
101-440-513-5480	R&M - vehicles				Sanded plywood
02494 Total:		29.93			
02536	12/4/2018	683.51	0.00	12/18/2018	
101-420-511-5745	Small Tools				Welder, welding helmet, nozzle
02536 Total:		683.51			
02562	12/4/2018	155.91	0.00	12/18/2018	
101-440-513-5680	Landscaping supplies				Fence picket, hammer, screws
02562 Total:		155.91			
02614	12/5/2018	-38.00	0.00	12/18/2018	
101-420-511-5405	R&M - buildings				Elbow, adapter, flush bushing
02614 Total:		-38.00			
02646	12/5/2018	215.94	0.00	12/18/2018	
660-620-519-5405	R&M - buildings				Shower curtain rod, plier, rings
02646 Total:		215.94			
02667	12/5/2018	11.14	0.00	12/18/2018	
101-420-511-5405	R&M - buildings				Black 50 amp round outlet
02667 Total:		11.14			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
02720	12/6/2018	358.59	0.00	12/18/2018	
101-420-511-5405 R&M - buildings					Ceiling tile, construction adhesive, caulk
02720 Total:		358.59			
02738	11/21/2018	371.98	0.00	12/18/2018	
660-620-519-5730 Program supplies					Shelves
02738 Total:		371.98			
072739	12/6/2018	122.42	0.00	12/18/2018	
101-440-513-5290 Street lights & traffic signal					Swagging tool, anchor shackle, steel cable
072739 Total:		122.42			
1979	11/27/2018	256.08	0.00	12/18/2018	
205-504-515-5730 Program supplies					Extension cords, adapter, wire grounding
1979 Total:		256.08			
2113	11/27/2018	65.74	0.00	12/18/2018	
205-504-515-5730 Program supplies					Outdoor wire, duct tape
2113 Total:		65.74			
2182	11/28/2018	-14.23	0.00	12/18/2018	
205-504-515-5730 Program supplies					Return
2182 Total:		-14.23			
2184	11/28/2018	21.81	0.00	12/18/2018	
205-504-515-5730 Program supplies					Duct tape, wireless remote control
2184 Total:		21.81			
6125	11/27/2018	14.23	0.00	12/18/2018	
205-504-515-5730 Program supplies					Wireless lights remote
6125 Total:		14.23			
87950	11/21/2018	-277.14	0.00	12/18/2018	
660-620-519-5730 Program supplies					Return

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	87950 Total:	-277.14			
89655	11/27/2018	205.62	0.00	12/18/2018	
	101-420-511-5405 R&M - buildings				Tree
	89655 Total:	205.62			
	Lowe's Business Acc/GEC	2,943.37			
Maine-Niles Association of Special Recreation					
MNASR					
16-581	11/29/2018	384.42	0.00	12/18/2018	
	205-580-515-5270 Purchased program services				Inclusion Services for November C 2018
	16-581 Total:	384.42			
	Maine-Niles Association o	384.42			
NAPA					
NAPA					
2812-333900	11/19/2018	26.02	0.00	12/18/2018	
	101-300-512-5480 R&M - vehicles				Wiper blades for Squad #2
	2812-333900 Total:	26.02			
	NAPA Total:	26.02			
Raynor Door Co					
RAYNOR					
18-25244	11/17/2018	551.65	0.00	12/18/2018	
	101-420-511-5405 R&M - buildings				Replace right end bearing at mechanic door
	18-25244 Total:	551.65			
	Raynor Door Co Total:	551.65			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Stanley Consultants, Inc. STANLEY 13 454-000-561-5340 Engineering	11/28/2018	8,476.66	0.00	12/18/2018	Touhy Overpass construction Phase III
13 Total:		8,476.66			
Stanley Consultants, Inc. T		8,476.66			
Thyssenkrupp Elevator Corp THYSSENK 3004286554 101-420-511-5405 R&M - buildings	12/1/2018	576.17	0.00	12/18/2018	PD elevator maintenance control
3004286554 Total:		576.17			
Thyssenkrupp Elevator Co		576.17			
Traffic Control & Protection TRAFFICC 28680 205-509-515-5730 Program supplies	11/20/2018	530.00	0.00	12/18/2018	Turkey Trot - Barricade rental
28680 Total:		530.00			
94416 101-440-513-5768 Street materials - signs & bar	11/7/2018	108.15	0.00	12/18/2018	Signs
94416 Total:		108.15			
94462 101-440-513-5768 Street materials - signs & bar	11/9/2018	731.00	0.00	12/18/2018	Galvanized post, orange cone
94462 Total:		731.00			
94463 101-440-513-5768 Street materials - signs & bar	11/9/2018	918.00	0.00	12/18/2018	Yield, galvanized post

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
94463 Total:		918.00			
99518	11/16/2018	1,803.75	0.00	12/18/2018	Barricades, batteries, stencil set up
101-440-513-5768 Street materials - signs & bar					
99518 Total:		1,803.75			
99547	11/16/2018	761.75	0.00	12/18/2018	Turkey Trot - 55 Orange safety cones
205-509-515-5730 Program supplies					
99547 Total:		761.75			
Traffic Control & Protectio		4,852.65			
Verizon Wireless					
VERIZON					
9818833537	11/21/2018	70.05	0.00	12/18/2018	Verizon data charges
101-000-210-2650 Contractor Permits Payable					
9818833537	11/21/2018	62.76	0.00	12/18/2018	Verizon data charges
660-610-519-5580 Telephone					
9818833537	11/21/2018	1,304.88	0.00	12/18/2018	Verizon data charges
101-250-511-5580 Telephone					
9818833537 Total:		1,437.69			
9818833538	11/21/2018	725.88	0.00	12/18/2018	Verizon phone charges
101-210-511-5580 Telephone					
9818833538	11/21/2018	24.81	0.00	12/18/2018	Verizon phone charges
205-508-515-5580 Telephone					
9818833538	11/21/2018	19.59	0.00	12/18/2018	Verizon phone charges
205-520-515-5580 Telephone					
9818833538	11/21/2018	8.70	0.00	12/18/2018	Verizon phone charges
205-530-515-5580 Telephone					
9818833538	11/21/2018	23.07	0.00	12/18/2018	Verizon phone charges
205-560-515-5580 Telephone					
9818833538	11/21/2018	1.74	0.00	12/18/2018	Verizon phone charges
205-550-515-5270 Purchased program services					
9818833538	11/21/2018	20.88	0.00	12/18/2018	Verizon phone charges

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-000-210-2650 Contractor Permits Payable					Verizon phone charges
9818833538	11/21/2018	63.73	0.00	12/18/2018	
660-610-519-5580 Telephone					Verizon phone charges
	9818833538 Total:	888.40			
	Verizon Wireless Total:	2,326.09			
Vermeer-Illinois Inc					
VRMERIL					
PD0230	11/14/2018	82.10	0.00	12/18/2018	
101-440-513-5480 R&M - vehicles					Grease, Hose for Chipper
	PD0230 Total:	82.10			
	Vermeer-Illinois Inc Total:	82.10			
Wholesale Direct Inc					
WHOLESALE					
236144	11/1/2018	263.35	0.00	12/18/2018	
205-430-515-5480 R&M - vehicles					Plow parts for PW vehicles
236144	11/1/2018	263.36	0.00	12/18/2018	
660-620-519-5480 R&M - vehicles					Plow parts for PW vehicles
236144	11/1/2018	263.36	0.00	12/18/2018	
101-440-513-5480 R&M - vehicles					Plow parts for PW vehicles
	236144 Total:	790.07			
	Wholesale Direct Inc Total	790.07			
	Report Total:	73,532.06			

Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Avalon Petroleum				
AVALON				
19592	11/6/2018	1,086.66	0.00	12/18/2018
101-350-512-5670 Fuel				Fuel usage
19592	11/6/2018	1,572.58	0.00	12/18/2018
101-440-513-5670 Fuel				Fuel usage
19592	11/6/2018	235.36	0.00	12/18/2018
205-430-515-5670 Fuel				Fuel usage
19592	11/6/2018	441.40	0.00	12/18/2018
660-620-519-5670 Fuel				Fuel usage
	19592 Total:	3,336.00		
564170	11/6/2018	56.37	0.00	12/18/2018
101-200-511-5670 Fuel				Fuel usage
564170	11/6/2018	2,499.45	0.00	12/18/2018
101-300-512-5670 Fuel				Fuel usage
564170	11/6/2018	68.44	0.00	12/18/2018
101-350-512-5670 Fuel				Fuel usage
564170	11/6/2018	13.16	0.00	12/18/2018
101-400-511-5670 Fuel				Fuel usage
564170	11/6/2018	57.47	0.00	12/18/2018
101-410-511-5670 Fuel				Fuel usage
564170	11/6/2018	128.32	0.00	12/18/2018
101-420-511-5670 Fuel				Fuel usage
564170	11/6/2018	420.05	0.00	12/18/2018
101-440-513-5670 Fuel				Fuel usage
564170	11/6/2018	367.41	0.00	12/18/2018
205-430-515-5670 Fuel				Fuel usage
564170	11/6/2018	457.33	0.00	12/18/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
660-620-519-5670 Fuel					Fuel usage
	564170 Total:	4,068.00			
	Avalon Petroleum Total:	7,404.00			
Batteries Plus LLC					
BATT					
P8057903	11/12/2018	89.75	0.00	12/18/2018	Flashlights
205-430-515-5730 Program supplies					
	P8057903 Total:	89.75			
	Batteries Plus LLC Total:	89.75			
Best Quality Cleaning, Inc.					
BESTQU					
26806	11/20/2018	2,813.34	0.00	12/18/2018	Cleaning Services - November 2018
101-420-511-5240 Janitorial					
26806	11/20/2018	416.66	0.00	12/18/2018	Cleaning Services - November 2018
205-571-515-5240 Janitorial					
	26806 Total:	3,230.00			
	Best Quality Cleaning, Inc.	3,230.00			
Canon Solutions America, Inc					
CANONSOL					
989107818	11/17/2018	376.16	0.00	12/18/2018	Maintenance for plotter - October
101-210-511-5440 R&M - office equipment					
	989107818 Total:	376.16			
	Canon Solutions America,	376.16			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Cassidy Tire CASSIDYT 708005406	11/27/2018	37.00	0.00	12/18/2018	
101-350-512-5480 R&M - vehicles					A7 Tire repair
	708005406 Total:	37.00			
	Cassidy Tire Total:	37.00			
Christopher Burke Engineering CHRISTB 147218	11/13/2018	851.60	0.00	12/18/2018	
220-000-511-5340 Engineering					Devon Ave Streetscape Phase I
	147218 Total:	851.60			
	Christopher Burke Enginee	851.60			
De Lange Landen Financial Services DELANG 61425752	11/17/2018	89.92	0.00	12/18/2018	
205-571-515-5730 Program supplies					Community Center Copier - October 2018
	61425752 Total:	89.92			
	De Lange Landen Financia	89.92			
Fedex FEDEX 6-375-87442	11/21/2018	64.64	0.00	12/18/2018	
205-500-515-5560 Printing & copying services					Winter/Spring brochure
	6-375-87442 Total:	64.64			
	Fedex Total:	64.64			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
FGM Architects					
FGM					
14-1815.02-8	11/9/2018	2,306.30	0.00	12/18/2018	
217-000-561-5340	Engineering				Professional services for PW Yard expansion
	14-1815.02-8 Total:	2,306.30			
	FGM Architects Total:	2,306.30			
Gen Ki Karate					
GENKI					
11252018	11/25/2018	1,131.20	0.00	12/18/2018	
205-502-515-5270	Purchased program services				Karate - Fall 2018 Session 301200B
	11252018 Total:	1,131.20			
	Gen Ki Karate Total:	1,131.20			
Grainger					
GRAINGER					
9003274348	11/13/2018	187.00	0.00	12/18/2018	
101-350-512-5730	Program supplies				Collapsable traffic cones
	9003274348 Total:	187.00			
9003591253	11/13/2018	374.00	0.00	12/18/2018	
101-350-512-5730	Program supplies				Collapsable traffic cones
	9003591253 Total:	374.00			
	Grainger Total:	561.00			
Greatland Corporation					
GREATLAN					
6114658	9/26/2018	11.40	0.00	12/18/2018	
101-210-511-5730	Program supplies				Filing guide booklet

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
6114658 Total:		11.40		
Greatland Corporation Tota		11.40		
IL Municipal Retirement Fund				
ZZIMRF				
Nov-18	11/20/2018	30,374.82	0.00	12/18/2018
102-000-210-2023 Employee IMRF withholding				Monthly Employer - Nov -18
Nov-18	11/20/2018	13,364.75	0.00	12/18/2018
102-000-210-2023 Employee IMRF withholding				Monthly Employee - Nov -18
Nov-18 Total:		43,739.57		
IL Municipal Retirement F		43,739.57		
Impact Networking, LLC				
IMPACT				
1250455	10/25/2018	17.00	0.00	12/18/2018
205-571-515-5730 Program supplies				Community Center copier -10/29-11/28
1250455 Total:		17.00		
Impact Networking, LLC T		17.00		
Indestructo Rental Co., Inc.				
INDESTRU				
24650	11/19/2018	1,200.00	0.00	12/18/2018
205-509-515-5530 Equipment rental				Additional heaters for Turkey Trot
24650 Total:		1,200.00		
Indestructo Rental Co., Inc		1,200.00		

IRMA

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
IRMA				
CREDIT0002353	5/31/2018	-2,287.67	0.00	12/18/2018
101-210-511-5260 Liability insurance				May Deductible
	CREDIT0002353 Total:	-2,287.67		
CREDIT0002391	9/30/2018	-1,261.43	0.00	12/18/2018
101-210-511-5260 Liability insurance				Sept Deductible
	CREDIT0002391 Total:	-1,261.43		
IVC0010722	6/30/2018	240.00	0.00	12/18/2018
101-210-511-5260 Liability insurance				Misc Invoices
	IVC0010722 Total:	240.00		
SALES0016900	6/30/2018	1,384.98	0.00	12/18/2018
101-210-511-5260 Liability insurance				June Deductible
	SALES0016900 Total:	1,384.98		
SALES0016950	7/31/2018	151.16	0.00	12/18/2018
101-210-511-5260 Liability insurance				July Deductible
	SALES0016950 Total:	151.16		
SALES0016996	8/31/2018	521.62	0.00	12/18/2018
101-210-511-5260 Liability insurance				Aug Deductible
	SALES0016996 Total:	521.62		
SALES0017096	10/31/2018	1,700.14	0.00	12/18/2018
101-210-511-5260 Liability insurance				Sept Deductible
	SALES0017096 Total:	1,700.14		
	IRMA Total:	448.80		
Jimenez, Angel				
JIMENANG				
112018	11/20/2018	450.00	0.00	12/18/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-000-210-2430 Parks and Recs Control Deposi					Refund - Community Center rental
	112018 Total:	450.00			
	Jimenez, Angel Total:	450.00			
Lakeshore Athletic Services LAKESHOR 811876	11/19/2018	3,876.25	0.00	12/18/2018	Turkey Trot timing services/final payment
205-509-515-5270 Purchased program services					
	811876 Total:	3,876.25			
	Lakeshore Athletic Service	3,876.25			
Language Line Services LANGL 4428532	10/31/2018	36.75	0.00	12/18/2018	Language interpretation service
215-000-512-5570 Professional associations					
	4428532 Total:	36.75			
	Language Line Services To	36.75			
Lionheart Critical Power Specialists, Inc. LIONHEAR 10462	11/21/2018	1,794.38	0.00	12/18/2018	Generator maintenance - PW
101-420-511-5405 R&M - buildings					
	10462 Total:	1,794.38			
	Lionheart Critical Power S	1,794.38			
Lowe's Business Acc/GECF LOWES					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
2247	11/14/2018	26.50	0.00	12/18/2018	
205-509-515-5730					Program supplies
					Nuts and caps for Turkey Trot
	2247 Total:	26.50			
2252	11/14/2018	10.21	0.00	12/18/2018	
205-509-515-5730					Program supplies
					Underground splice kit
	2252 Total:	10.21			
2294	11/15/2018	59.57	0.00	12/18/2018	
205-509-515-5730					Program supplies
					Duct tape, conduit, tank exchange
	2294 Total:	59.57			
2650	11/20/2018	473.59	0.00	12/18/2018	
205-504-515-5730					Program supplies
					Electrical cords and connectors
	2650 Total:	473.59			
9981	11/15/2018	3.54	0.00	12/18/2018	
205-509-515-5730					Program supplies
					Propane tank nuts, bolts, tubes
	9981 Total:	3.54			
	Lowe's Business Acc/GEC	573.41			
Martinez, Grace					
MARTINGR					
112816	11/28/2018	126.00	0.00	12/18/2018	
205-000-210-2430					Parks and Rees Control Deposi
					Refund room rental
	112816 Total:	126.00			
	Martinez, Grace Total:	126.00			
Metro Tank and Pump Company					
METROENV					
15305	11/16/2018	595.00	0.00	12/18/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-420-511-5405 R&M - buildings					Leak detector test, impact valve
15305 Total:		595.00			
Metro Tank and Pump Com		595.00			
NAPA					
NAPA					
4203-506162	11/24/2018	413.11	0.00	12/18/2018	
101-350-512-5740 Repair parts					Starter for T15
4203-506162 Total:		413.11			
NAPA Total:		413.11			
Paramedic Services of Illinois					
PARAMEDI					
5632	12/1/2018	240,382.66	0.00	12/18/2018	
101-350-512-5220 Fire protection					Services rendered month ended 12/30/2018
5632 Total:		240,382.66			
Paramedic Services of Illin		240,382.66			
Pioneer Press					
PIONEERP					
167770032	11/1/2018	39.00	0.00	12/18/2018	
205-580-515-5270 Purchased program services					Subscription - Parks and Recreation
167770032 Total:		39.00			
Pioneer Press Total:		39.00			
Rainbow Farm					
RAINBOWF					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
36799	11/27/2018	700.00	0.00	12/18/2018	
101-440-513-5599					Other Contractual
					Logs hauled out
		<u>700.00</u>			
	36799 Total:	700.00			
		<u>700.00</u>			
	Rainbow Farm Total:	700.00			
		<u>700.00</u>			
Raynor Door Co					
RAYNOR					
18-25338	11/23/2018	31.20	0.00	12/18/2018	
101-420-511-5405					R&M - buildings
					Cable for Garage Door
		<u>31.20</u>			
	18-25338 Total:	31.20			
		<u>31.20</u>			
	Raynor Door Co Total:	31.20			
		<u>31.20</u>			
Spear, Barbara					
SPEARB					
2017MUTR	11/30/2018	49.86	0.00	12/18/2018	
101-000-410-4050					Utility tax - electric
					2017 Utility tax rebate
2017MUTR	11/30/2018	29.08	0.00	12/18/2018	
101-000-410-4055					Utility tax - natural gas
					2017 Utility tax rebate
2017MUTR	11/30/2018	73.53	0.00	12/18/2018	
101-000-410-4060					Telecommunications tax
					2017 Utility tax rebate
		<u>152.47</u>			
	2017MUTR Total:	152.47			
		<u>152.47</u>			
	Spear, Barbara Total:	152.47			
		<u>152.47</u>			
We Got Game					
WEGOT					
1118	11/19/2018	1,436.40	0.00	12/18/2018	
205-502-515-5270					Purchased program services
					Fall Baseball
		<u>1,436.40</u>			
	1118 Total:	1,436.40			

Accounts Payable

To Be Paid Proof List

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Printed: 12/12/2018 - 2:13PM
Batch: 00202.12.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
American First Aid Services				
AFAS INC				
171238	12/10/2018	135.35	0.00	12/18/2018
101-300-512-5730 Program supplies				First Aid supplies/replenish
171238 Total:		135.35		
72099	12/6/2018	45.85	0.00	12/18/2018
205-500-515-5700 Office supplies				First Aid supplies/Parks
72099 Total:		45.85		
American First Aid Service		181.20		
American Traffic Solutions				
ATS				
INV00027697	10/31/2018	4,400.00	0.00	12/18/2018
101-300-512-5599 Other contractual				Monthly Contractual Fee/Oct 2018
INV00027697	10/31/2018	390.00	0.00	12/18/2018
101-300-512-5599 Other contractual				Collection of unpaid violations
INV00027697 Total:		4,790.00		
American Traffic Solutions		4,790.00		
Anderson Pest Solutions				
ANDERP				
4980933	11/1/2018	292.06	0.00	12/18/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
101-420-511-5405 R&M - buildings				Pest control services/November
4980933 Total:		292.06		
Anderson Pest Solutions To		292.06		
Artistic Engraving Co. ARTISTIC 13082	11/16/2018	159.00	0.00	12/18/2018
101-300-512-5730 Program supplies				LPD Gold lapel pin bars - Honor Guard
13082 Total:		159.00		
Artistic Engraving Co. Tota		159.00		
Avalon Petroleum AVALON 19631	11/6/2018	755.90	0.00	12/18/2018
101-350-512-5670 Fuel				Fuel usage
19631	11/6/2018	1,348.86	0.00	12/18/2018
101-440-513-5670 Fuel				Fuel usage
19631	11/6/2018	226.77	0.00	12/18/2018
205-430-515-5670 Fuel				Fuel usage
19631	11/6/2018	217.15	0.00	12/18/2018
660-620-519-5670 Fuel				Fuel usage
19631 Total:		2,548.68		
564301	11/6/2018	21.39	0.00	12/18/2018
101-240-517-5670 Fuel				Fuel usage
564301	11/6/2018	1,833.58	0.00	12/18/2018
101-300-512-5670 Fuel				Fuel usage
564301	11/6/2018	22.49	0.00	12/18/2018
101-350-512-5670 Fuel				Fuel usage
564301	11/6/2018	26.51	0.00	12/18/2018
101-410-511-5670 Fuel				Fuel usage
564301	11/6/2018	79.89	0.00	12/18/2018
101-420-511-5670 Fuel				Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
564301	11/6/2018	227.42	0.00	12/18/2018
101-440-513-5670 Fuel				Fuel usage
564301	11/6/2018	352.46	0.00	12/18/2018
205-430-515-5670 Fuel				Fuel usage
564301	11/6/2018	215.33	0.00	12/18/2018
660-620-519-5670 Fuel				Fuel usage
	564301 Total:	<u>2,779.07</u>		
	Avalon Petroleum Total:	<u>5,327.75</u>		
A-Z Entertainment, Ltd.				
AZENTER				
DDD2118	12/4/2018	550.00	0.00	12/18/2018
205-504-515-5270 Purchased program services				Daddy Daughter Dance - DJ Services
	DDD2118 Total:	<u>550.00</u>		
	A-Z Entertainment, Ltd. To	<u>550.00</u>		
Cassidy Tire				
CASSIDYT				
808000057	12/4/2018	150.00	0.00	12/18/2018
101-300-512-5480 R&M - vehicles				Tires for Squad 210
	808000057 Total:	<u>150.00</u>		
	Cassidy Tire Total:	<u>150.00</u>		
Chicago Tribune				
CHGOTRIB				
5984953	11/15/2018	64.29	0.00	12/18/2018
101-240-517-5510 Advertising				Classified listings
	5984953 Total:	<u>64.29</u>		
6001981	11/29/2018	57.09	0.00	12/18/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-240-517-5510 Advertising					Classified listings
6001981 Total:		57.09			
Chicago Tribune Total:		121.38			
Day, Mitchell DAYM REIM112618MMD	11/26/2018	75.00	0.00	12/18/2018	Reimburse/Meals/Training
101-300-512-5840 Meals					
REIM112618MMD Total:		75.00			
Day, Mitchell Total:		75.00			
Evanston Funeral & Cremation EVANSFUN 126	11/1/2018	350.00	0.00	12/18/2018	Death investigation/Body removal
101-300-512-5599 Other contractual					
126 Total:		350.00			
Evanston Funeral & Crema		350.00			
Field, Emily FIELDEM REIM112618EFM	11/26/2018	75.00	0.00	12/18/2018	Reimburse/Meals/Training
101-300-512-5840 Meals					
REIM112618EFM Total:		75.00			
Field, Emily Total:		75.00			
FSCI Corporate Office FSCI					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
2018-2225	12/4/2018	440.00	0.00	12/18/2018
101-240-517-5399	Other professional services			Plan review - 3447 W Touhy
	2018-2225 Total:	440.00		
	FSCI Corporate Office Tot	440.00		
Galls Incorporated				
GALLS				
011182504	11/6/2018	211.50	0.00	12/18/2018
101-300-512-5070	Uniform allowance			Misc uniform items
	011182504 Total:	211.50		
011338899	11/26/2018	84.95	0.00	12/18/2018
101-300-512-5070	Uniform allowance			Misc uniform items
	011338899 Total:	84.95		
	Galls Incorporated Total:	296.45		
Hajey, Yalda				
HAJEY				
BLD18-00671	12/7/2018	100.00	0.00	12/18/2018
101-000-410-4250	Permit - building			Duplicate payment on permit
	BLD18-00671 Total:	100.00		
	Hajey, Yalda Total:	100.00		
JG Uniforms Inc				
JGUNIFOR				
45676	11/15/2018	92.00	0.00	12/18/2018
101-300-512-5070	Uniform allowance			Uniform allowance
	45676 Total:	92.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
45681	11/15/2018	240.95	0.00	12/18/2018
101-300-512-5070				Uniform allowance
	45681 Total:	240.95		
45721	11/16/2018	60.00	0.00	12/18/2018
101-300-512-5070				Uniform allowance
	45721 Total:	60.00		
45772	11/16/2018	177.00	0.00	12/18/2018
101-300-512-5070				Uniform allowance
	45772 Total:	177.00		
46144	11/20/2018	128.00	0.00	12/18/2018
101-300-512-5070				Uniform allowance
	46144 Total:	128.00		
46151	11/20/2018	52.00	0.00	12/18/2018
101-300-512-5070				Uniform allowance
	46151 Total:	52.00		
46530	11/28/2018	42.90	0.00	12/18/2018
101-300-512-5070				Uniform allowance
	46530 Total:	42.90		
46592	11/30/2018	94.69	0.00	12/18/2018
101-300-512-5070				Uniform allowance
	46592 Total:	94.69		
	JG Uniforms Inc Total:	887.54		
Law Enforcement Training LLC				
LAENFOR				
INV-0073	12/1/2018	1,650.00	0.00	12/18/2018
101-300-512-5399				Other professional services
				CourtSmart training modules

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	INV-0073 Total:	1,650.00			
	Law Enforcement Training	1,650.00			
Lincolnwood Auto Const. Inc.					
LINCAC					
6350	12/1/2018	2,675.80	0.00	12/18/2018	
	101-300-512-5480 R&M - vehicles				Repair to 2007 Ford Taurus
	6350 Total:	2,675.80			
	Lincolnwood Auto Const. I	2,675.80			
Lund Industries					
LUNDIND					
92962	11/26/2018	450.00	0.00	12/18/2018	
	101-300-512-5740 Repair parts				Remove/Install equipment in squad 214
	92962 Total:	450.00			
	Lund Industries Total:	450.00			
Mahda, Anwar					
MAHDA					
BLD18-00572	12/5/2018	1,500.00	0.00	12/18/2018	
	101-000-210-2620 Contractor bonds payable				Repair sewer refund for BLD18-00572
	BLD18-00572 Total:	1,500.00			
	Mahda, Anwar Total:	1,500.00			
Maine-Niles Association of Special Recreation					
MNASR					
16-575	11/27/2018	381.73	0.00	12/18/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-580-515-5270	Purchased program services				Inclusion Services/November B 2018
	16-575 Total:	381.73			
	Maine-Niles Association o	381.73			
Municipal Electronics MUNI 066039	11/19/2018	280.00	0.00	12/18/2018	Service on Radar units
	101-300-512-5435 R&M - police equipment				
	066039 Total:	280.00			
	Municipal Electronics Tota	280.00			
North East Multi-Regional Training NORTHEST 245409	11/19/2018	500.00	0.00	12/18/2018	Training/Advanced Homicide investigation
	101-300-512-5590 Training				
	245409 Total:	500.00			
	North East Multi-Regional	500.00			
Photo Booth Time PHOTOBOO DDD120518	12/5/2018	349.30	0.00	12/18/2018	Daddy Daughter Dance photo booth/Final payment
	205-504-515-5270 Purchased program services				
	DDD120518 Total:	349.30			
	Photo Booth Time Total:	349.30			
Sam's Club SAMSCCL					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
30556	12/3/2018	50.33	0.00	12/18/2018
101-300-512-5730	Program supplies			Department supplies
	30556 Total:	50.33		
	Sam's Club Total:	50.33		
Swid Sales Corp				
SWIDSALE				
8395	11/15/2018	306.91	0.00	12/18/2018
101-420-511-5405	R&M - buildings			Batteries for Generator #2
	8395 Total:	306.91		
	Swid Sales Corp Total:	306.91		
The Lakota Group				
THELAKOT				
18040-03	11/15/2018	1,770.00	0.00	12/18/2018
101-240-517-5399	Other professional services			Professional fees
	18040-03 Total:	1,770.00		
	The Lakota Group Total:	1,770.00		
TransUnion Risk and Alternative				
TRANSUN				
556811113018	11/30/2018	91.90	0.00	12/18/2018
101-300-512-5399	Other professional services			Online investigative database system
	556811113018 Total:	91.90		
	TransUnion Risk and Alter	91.90		

Treasurer State of Illinois

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
IDOT					
122330	12/1/2018	191,192.17	0.00	12/18/2018	
454-000-561-5399	Land Acquisition & Improveme				Touhy Ave overpass construction local match
	122330 Total:	191,192.17			
	Treasurer State of Illinois T	191,192.17			
Welding Supply Inc.					
WELDINGS					
809472	11/30/2018	6.81	0.00	12/18/2018	
205-571-515-5730	Program supplies				Helium tank rental/Oct
809472	11/30/2018	6.81	0.00	12/18/2018	
101-350-512-5730	Program supplies				Argon tank rental/Oct
	809472 Total:	13.62			
	Welding Supply Inc. Total:	13.62			
	Report Total:	215,007.14			

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 12/12/2018 - 2:13PM
Batch: 00203.12.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Christopher Burke Engineering CHRISTB					
1471122	11/30/2018	1,351.25	0.00	12/18/2018	
660-620-519-5320 Consulting					Design for Planting and Rehab
1471122	11/30/2018	1,351.25	0.00	12/18/2018	
217-000-561-5340 Engineering					Design for Planting and Rehab
	1471122 Total:	2,702.50			
147416	11/30/2018	1,729.68	0.00	12/18/2018	
101-290-511-5942 PW Building Engineer Costs					Monticello Boundary Survey
	147416 Total:	1,729.68			
147417	11/30/2018	10,462.71	0.00	12/18/2018	
660-620-519-5320 Consulting					Northshore Channel Storm Sewer Outfall
	147417 Total:	10,462.71			
147418	11/30/2018	27,544.38	0.00	12/18/2018	
660-620-519-5320 Consulting					Water Transmission Main Design
	147418 Total:	27,544.38			
147419	11/30/2018	242.00	0.00	12/18/2018	
220-000-561-6310 Land Acq and Improvment					3300 Devon
	147419 Total:	242.00			
147420	11/30/2018	378.50	0.00	12/18/2018	
660-620-519-5490 R&M - water system equipmen					Pump Replacement at Main potable Pump Station

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
147420 Total:		378.50			
147421	11/30/2018	7,502.00	0.00	12/18/2018	NEID TIF Resurfacing Project
217-000-561-5340 Engineering					
147421 Total:		7,502.00			
147423	11/30/2018	4,500.00	0.00	12/18/2018	Engineering Retainage
660-620-519-5399 Other professional services					
147423	11/30/2018	4,500.00	0.00	12/18/2018	Engineering Retainage
101-290-511-5920 Administration Engineer Costs					
147423 Total:		9,000.00			
147424	11/30/2018	80.00	0.00	12/18/2018	3401-3501 Northeast Parkway
101-290-511-5922 Building Engineering Costs					
147424 Total:		80.00			
147425	11/30/2018	310.75	0.00	12/18/2018	4320 Touhy Plan review
101-290-511-5922 Building Engineering Costs					
147425 Total:		310.75			
147426	11/30/2018	274.50	0.00	12/18/2018	Purple Hotel - 4500 Touhy
101-290-511-5922 Building Engineering Costs					
147426 Total:		274.50			
147427	11/30/2018	1,152.07	0.00	12/18/2018	7373 N Cicero Cadillac
101-290-511-5922 Building Engineering Costs					
147427 Total:		1,152.07			
147428	11/30/2018	1,139.25	0.00	12/18/2018	6640 Leroy
101-290-511-5922 Building Engineering Costs					
147428 Total:		1,139.25			
Christopher Burke Enginee		62,518.34			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
ClientFirst Consulting Group, LLC					
CLIENTFI					
9426	10/31/2018	5,396.25	0.00	12/18/2018	IT Support
101-250-511-5320 Consulting					
9426 Total:		5,396.25			
9427	10/31/2018	148.75	0.00	12/18/2018	IT Support/CD
101-000-210-2650 Contractor Permits Payable					
9427 Total:		148.75			
9428	10/31/2018	382.50	0.00	12/18/2018	IT Support/PW
660-620-519-5320 Consulting					
9428 Total:		382.50			
9429	10/31/2018	510.00	0.00	12/18/2018	Expungement Legal FOIA
101-250-511-5320 Consulting					
9429 Total:		510.00			
9430	10/31/2018	361.25	0.00	12/18/2018	Club Kid Laptop
101-250-511-5330 Data processing					
9430 Total:		361.25			
9431	10/31/2018	511.25	0.00	12/18/2018	PC Replacement Program
101-250-511-6530 Equipment - data processing					
9431 Total:		511.25			
9432	10/31/2018	2,375.00	0.00	12/18/2018	Strategic Plan
101-250-511-5320 Consulting					
9432 Total:		2,375.00			
9433	10/31/2018	1,235.00	0.00	12/18/2018	PD Improve Verizon Private Cloud Routing
101-250-511-5320 Consulting					
9433 Total:		1,235.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
9434	10/31/2018	560.00	0.00	12/18/2018
101-250-511-5320 Consulting				PD IT Assessment
9434 Total:		560.00		
9435	10/31/2018	3,800.00	0.00	12/18/2018
101-250-511-5320 Consulting				PD Squads on domain
9435 Total:		3,800.00		
9436	10/31/2018	1,150.00	0.00	12/18/2018
101-250-511-6530 Equipment - data processing				SAN Replacement VH
9436 Total:		1,150.00		
ClientFirst Consulting Gro		16,430.00		
Eterno Attorney at Law, David ETERNO				
12266	12/3/2018	75.00	0.00	12/18/2018
101-230-511-5399 Other professional services				Off Site Docket Review 11/26/2018
12266	12/3/2018	825.00	0.00	12/18/2018
101-230-511-5399 Other professional services				On Site Hearings 11/27/2018
12266 Total:		900.00		
Eterno Attorney at Law, D		900.00		
First Advantage Occ Health Svcs FIRSTADV				
2517851810	10/31/2018	63.74	0.00	12/18/2018
101-200-511-5599 Other contractual				Drug test for employee with CDL license
2517851810 Total:		63.74		
First Advantage Occ Health		63.74		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Groot Recycling & Waste Services					
GROOT					
2679021	12/1/2018	14,098.73	0.00	12/18/2018	
101-440-514-5230	Garbage & recycling				3092-182468/Public Works
	2679021 Total:	14,098.73			
2679022	12/1/2018	3,031.83	0.00	12/18/2018	
101-440-514-5230	Garbage & recycling				3092-156409/Public Works
	2679022 Total:	3,031.83			
2680644	12/1/2018	59,991.68	0.00	12/18/2018	
101-440-514-5230	Garbage & recycling				3092-291565/Community pick up
	2680644 Total:	59,991.68			
2680645	12/1/2018	760.32	0.00	12/18/2018	
101-440-514-5230	Garbage & recycling				3092-199164/School District 74
	2680645 Total:	760.32			
2680646	12/1/2018	3,338.68	0.00	12/18/2018	
101-440-514-5230	Garbage & recycling				3092-205762/Multi family pick up
	2680646 Total:	3,338.68			
	Groot Recycling & Waste S	81,221.24			
Kane McKenna & Associates					
KANEMKEN					
15875	10/31/2018	4,250.00	0.00	12/18/2018	
101-240-517-5399	Other professional services				Professional Services/Proposed 2018 TIF
	15875 Total:	4,250.00			
15876	10/31/2018	437.50	0.00	12/18/2018	
101-240-517-5399	Other professional services				Professional Services/Ziegler Project
	15876 Total:	437.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
	Kane McKenna & Associa	4,687.50		
Madison National Life				
MADISON				
1321688	11/19/2018	62.47	0.00	12/18/2018
	101-200-511-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	97.07	0.00	12/18/2018
	101-210-511-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	75.36	0.00	12/18/2018
	101-240-517-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	565.58	0.00	12/18/2018
	101-300-512-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	18.14	0.00	12/18/2018
	101-350-512-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	69.20	0.00	12/18/2018
	101-400-511-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	36.10	0.00	12/18/2018
	101-410-511-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	67.14	0.00	12/18/2018
	101-440-513-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	78.17	0.00	12/18/2018
	205-430-515-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	92.39	0.00	12/18/2018
	205-500-515-5150 Insurance - group life & AD&D			Insurance/December
1321688	11/19/2018	100.25	0.00	12/18/2018
	660-620-519-5150 Insurance - group life & AD&D			Insurance/December
	1321688 Total:	1,261.87		
	Madison National Life Tot	1,261.87		
Mail Finance				
MAILFINA				
N3720925	12/10/2018	949.98	0.00	12/18/2018
	101-210-511-5440 R&M - office equipment			Rental fees/Oct thru Jan, 2019

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
N3720925 Total:		949.98			
N7468493	12/10/2018	949.98	0.00	12/18/2018	Rental fees/Jan thru Apr, 2019
101-210-511-5440 R&M - office equipment					
N7468493 Total:		949.98			
Mail Finance Total:		1,899.96			
Marc Printing					
MARCP					
112186	12/3/2018	237.19	0.00	12/18/2018	Return Envelopes for Water billing
660-610-519-5720 Postage					
112186 Total:		237.19			
112187	12/3/2018	273.50	0.00	12/18/2018	Window Envelopes for Water billing
660-610-519-5720 Postage					
112187 Total:		273.50			
Marc Printing Total:		510.69			
MGP, Inc.					
MGPINC					
4224	11/30/2018	909.15	0.00	12/18/2018	GIS Staffing Services including management
101-250-511-5599 Other contractual					
4224	11/30/2018	909.15	0.00	12/18/2018	GIS Staffing Services including management
101-000-210-2650 Contractor Permits Payable					
4224	11/30/2018	1,818.28	0.00	12/18/2018	GIS Staffing Services including management
660-620-519-5599 Other contractual					
4224 Total:		3,636.58			
MGP, Inc. Total:		3,636.58			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Monroe Truck Equipment					
MONROET					
322263	11/12/2018	1,410.77	0.00	12/18/2018	
101-440-513-5480 R&M - vehicles					Spreader motor for trucks
322263	11/12/2018	1,410.77	0.00	12/18/2018	
660-620-519-5480 R&M - vehicles					Spreader motor for trucks
	322263 Total:	2,821.54			
5388206	11/14/2018	605.96	0.00	12/18/2018	
660-620-519-5480 R&M - vehicles					Pre wet pump, pre wet pump kit for truck
	5388206 Total:	605.96			
	Monroe Truck Equipment T	3,427.50			
Neofunds					
NEOFUNDS					
NEO121018	12/10/2018	60.65	0.00	12/18/2018	
101-210-511-5720 Postage					Neopost postage
NEO121018	12/10/2018	109.13	0.00	12/18/2018	
101-210-511-5720 Postage					Neopost postage
NEO121018	12/10/2018	270.31	0.00	12/18/2018	
101-210-511-5720 Postage					Neopost postage
NEO121018	12/10/2018	79.54	0.00	12/18/2018	
101-210-511-5720 Postage					Neopost postage
NEO121018	12/10/2018	17.81	0.00	12/18/2018	
205-500-515-5720 Postage					Neopost postage
NEO121018	12/10/2018	57.25	0.00	12/18/2018	
101-210-511-5720 Postage					Neopost postage
NEO121018	12/10/2018	8.72	0.00	12/18/2018	
101-210-511-5720 Postage					Neopost postage
NEO121018	12/10/2018	1,396.59	0.00	12/18/2018	
660-610-519-5720 Postage					Neopost postage
	NEO121018 Total:	2,000.00			
	Neofunds Total:	2,000.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
North Shore Uniform NSHRUFM					
18-1322	9/28/2018	110.70	0.00	12/18/2018	
101-440-513-5070 Uniform allowance					Clothing Allowance
	18-1322 Total:	110.70			
18-1398	11/19/2018	318.25	0.00	12/18/2018	
660-620-519-5070 Uniform allowance					Clothing Allowance
	18-1398 Total:	318.25			
	North Shore Uniform Total	428.95			
North Suburban Employee Benefit NSEBENEF					
November, 2018	12/3/2018	108,080.00	0.00	12/18/2018	
102-000-210-2027 Health insurance premium with					PPO Health Insurance - November 2018
	November, 2018 Total:	108,080.00			
	North Suburban Employee	108,080.00			
Stuckey Construction Co. STUCKEY					
3	12/4/2018	351,215.32	0.00	12/18/2018	
217-000-561-6100 Land acquisition & improveme					PW yard improvement project
3	12/4/2018	-35,121.30	0.00	12/18/2018	
217-000-561-6100 Land acquisition & improveme					Less: 10% retainage
	3 Total:	316,094.02			
	Stuckey Construction Co. T	316,094.02			

T.P.I. Building Code Consultants, Inc.
TPI

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
201811	11/1/2018	19,241.50	0.00	12/18/2018
101-240-517-5399	Other professional services			Services/November
	201811 Total:	19,241.50		
	T.P.I. Building Code Cons	19,241.50		
Village of Skokie				
VILLSKOK				
22601	12/1/2018	64,469.25	0.00	12/18/2018
101-300-512-5398	911 combined comm. contract			December 911 Dispatch Services
22601	12/1/2018	5,991.89	0.00	12/18/2018
101-300-512-5398	911 combined comm. contract			Maintenance fees for Additonal lines
	22601 Total:	70,461.14		
	Village of Skokie Total:	70,461.14		
Work' N Gear, LLC				
WRKNGEAR				
HA102844	10/22/2018	129.95	0.00	12/18/2018
660-620-519-5070	Uniform allowance			Clothing Allowance
	HA102844 Total:	129.95		
HA103840	11/5/2018	270.00	0.00	12/18/2018
101-440-513-5070	Uniform allowance			Clothing Allowance
	HA103840 Total:	270.00		
HA104206	11/13/2018	212.45	0.00	12/18/2018
205-430-515-5070	Uniform allowance			Clothing Allowance
	HA104206 Total:	212.45		
HA104631	11/19/2018	233.54	0.00	12/18/2018
205-430-515-5070	Uniform allowance			Clothing Allowance

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

HA104631 Total:		233.54		
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Work' N Gear, LLC Total:		845.94		
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Report Total:		693,708.97		
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Tony H. Jin, Senior Investigative Consultant

After finishing his education at Southern Illinois University, Tony Jin began a 29 year career with the Chicago Police Department. Tony Jin was the first Asian promoted into the ranks of the Detective Division and was selected as one of the first hostage negotiators. As a veteran homicide detective, he has forensically examined over one thousand murder and death scenes and has a reputation for advancing techniques in interviews & interrogations which he taught at the Chicago Police Academy along with homicide & crime scene investigation. His reputation as an expert investigator and instructor is well known to law enforcement.

Tony was selected as one of the first detectives to be deployed to the Chicago FBI Joint Drug Task Force, where he served for nine years utilizing inventive techniques to target major international drug organizations. Using his professional experience and fluency in Chinese, Tony undertook undercover roles against drug cartels to interdict illicit narcotics and utilized imaginative methods to cripple their money laundering operations. One such case, the largest of its kind in Chicago history, resulted in the seizure of 1,100 kilos of cocaine and \$1.5 million in cash. Tony's unique abilities later served the FBI, Violent Crimes Task Force, where he was successful in the detection and apprehension of serial bank robbers as well as brutal kidnap for ransom offenders. Upon retiring from government service, Tony joined Quest as a Senior Investigative Consultant.

Request For Board Action

REFERRED TO BOARD: December 18, 2018

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Clerk's Office

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Twice-annually the Village Board conducts a review of all Closed Session Meetings written minutes. On December 4, 2018 the Village Board met during a Closed Session Meeting to consider whether to authorize the erasure of audiotapes of certain Closed Session Meetings as well as to review and discuss whether certain Closed Session Meeting minutes should be released or remain confidential. It was determined that the need for confidentiality remains for written minutes of Closed Session Meetings for which public inspection has not been authorized previously. It was also determined by the Village Board in Closed Session Meeting to destroy the audiotaped verbatim records of those Closed Meetings occurring prior to June 18, 2017.

The attached Resolution reflects the need for confidentiality for written minutes of Closed Meetings and for the destruction of the audiotaped verbatim records of Closed Meetings prior to June 18, 2017.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution

RECOMMENDED MOTION:

Move to approve the Resolution regarding the release of certain written minutes and the destruction of verbatim records of certain closed meetings of the Village Board.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

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

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

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

WHEREAS, pursuant to Section 2.06(c) of the Act, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to destroy the audiotaped verbatim records of those Closed Meetings occurring prior to June 18, 2017; and

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

WHEREAS, the President and Board of Trustees have determined that the need for confidentiality remains for written minutes of Closed Meetings for which public inspection has not been authorized previously;

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. DETERMINATION OF CONFIDENTIALITY. The President and Board of Trustees have determined that a need for confidentiality still exists as to the written minutes of all Closed Meetings for which the Village has not previously authorized public inspection.

SECTION 3. DESTRUCTION OF VERBATIM RECORDINGS. The President and Board of Trustees hereby authorize and direct the Village Clerk to destroy all audiotaped verbatim records of all Closed Sessions occurring prior to June 18, 2017.

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.

[SIGNATURE PAGE FOLLOWS]

PASSED this 18th day of December, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 18th day of December, 2018.

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

ATTESTED and FILED in my office this
18th day of December, 2018

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

#9291282_v5

Request For Board Action

REFERRED TO BOARD: December 18, 2018

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Authorizing an Execution of a Membership Agreement for the Geographic Information System (GIS) Consortium

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In August, 2005, the Village entered into a membership agreement with the Geographic Information Systems Consortium (GISC). At the time, the Village was one of 10 communities working together to provide GIS services. Since then, the GISC has grown to 34 members serving over 1 million residents in the Chicagoland region. The GISC's mission is to reduce the cost and risk of GIS for small and medium sized communities. This is done through a shared services model where communities share redundant services such as cloud based servers and GIS development staff, while at the same time provides staffing flexibility when large projects arise. Additionally, the problems facing GISC members are often similar to other GISC members, allowing collaboration to solve issues relating to software integration and identifying unique ways of communicating information to the public. The Village has received substantial benefit from membership in the GISC through mapping services relating to utility data, zoning, addresses, public trees, and available commercial properties.

In 2017, the GISC amended its by-laws to reorganize the governance structure, providing more decision making authority in an Executive Board of Directors. The need for this change was identified due to the fact that with the growth in membership, the Board of Directors, of which each member community has a representative, was becoming inefficient. The Board of Directors continues to vote on major issues such as cost increases and changes to the by-laws; however, they now meet on a quarterly basis rather than a monthly basis. The Village's representative on the Board of Directors was intimately involved in the 2017 by-laws change.

Due to the change in the governance structure, the GISC Membership Agreement needed to be amended. At its November 15, 2018 meeting, the Board of Directors approved an amended Membership Agreement. The GISC has requested that each of its members adopt the new Membership Agreement.

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 FY 2018/19 Water and Sewer fund for contract GIS services for a total of \$44,125.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Membership Agreement

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the execution of a membership services agreement for the geographic information systems consortium.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION APPROVING THE AMENDED
GIS CONSORTIUM MEMBERSHIP AGREEMENT**

WHEREAS, the Village is a member of the GIS Consortium ("**GISC**"), a 35-member organization comprised of municipalities in northeastern Illinois, which Consortium shares the cost of establishing a regional Geographic Information Systems program; and

WHEREAS, the responsibilities of the members of the GISC are set forth in the GISC Membership Agreement; and

WHEREAS, the members of the GISC desire to amend the existing Membership Agreement for consistency with current GISC practices and the GISC by-laws ("**Amended Agreement**"); and

WHEREAS, the Amended Agreement must be approved by each of the members of the GISC in order to take effect; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to approve the Amended Agreement;

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 AMENDED AGREEMENT. The President and Board of Trustees hereby approve the Amended Agreement in substantially the form attached to this resolution as **Exhibit A**.

SECTION 3. EXECUTION OF AMENDED AGREEMENT. The President and Board of Trustees hereby authorize the Village Manager and the Village Clerk to execute and attest, on behalf of the Village, the Amended Agreement.

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.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of December, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of December, 2018.

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

ATTESTED and FILED in my office this
____ day of December, 2018

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

EXHIBIT A
AMENDED AGREEMENT

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this ___ day of _____, 20___, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as “Parties”).

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISC” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) “SOFTWARE” means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) “SERVICE PROVIDER” means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) “SECONDARY SERVICE PROVIDER” means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) “INTELLECTUAL PROPERTY” means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISC.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

VII. Financial Matters

Section 1. The fiscal year of GISC shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISC.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISC facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISC, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISC in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISC's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISC or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISC, shall forfeit its claim to any assets of GISC. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
 - (i) All of its pro-rated share of any obligations;
 - (ii) Its share of all charges to the effective date of termination;
 - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as

circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
 - (i) Paying any unpaid sums due GISC,
 - (ii) Paying the costs of taking such software, and
 - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this ____ day of, _____ 20__.

_____ of _____

By: _____

Its: _____

ATTEST:

Village/City Clerk

Seal

Request For Board Action

REFERRED TO BOARD: December 18, 2018

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Purchase Playground Equipment for the Renovation of Proesel Park Playground from ParKreation, of Prospect Heights, IL. in the Amount of \$96,910.36

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the 2005-2006 fiscal year, a Playground Replacement Program was established as part of the Village Capital Improvement Plan. The goal of the program is to gradually replace the aging, outdated playgrounds in the Village parks. To date, Columbia, Kildare, Rossi, Goebelt, Kenneth, Springfield, Drake, O'Brien, G.G. Rowell, and Central Park playgrounds have been replaced. After Proesel Park is completed, the final playground to be replaced as part of this process is Flowers Park.

In the 2018-2019 budget, \$215,000 was allocated for the Proesel Park playground replacement. The current playground equipment at Henry A. Proesel Park was installed in 1999; the equipment has been enjoyed for nearly 20 years, which is beyond the typical useful life of playground equipment.

The Parks and Recreation Department held a community brainstorm session for this project on the evening of October 25, 2018. New to the process, the goal of this meeting was to gather crucial information on what community members would like, or not like included in the design. This meeting was promoted via social media, emails, and signs at all of the Village's playgrounds. During this meeting, interactive stations were set up that provided attendees the opportunity to assess the current playground, view idea boards filled with various pieces of equipment, create a playground equipment collage, design a playground layout, and provide feedback via comment cards and a short survey. Approximately fifteen people attended the meeting, providing feedback that directed the Request for Proposal (RFP) process.

Staff initiated the RFP process for renovation of the Proesel Park playground in November. A legal notice was posted in the Pioneer Press on Thursday, November 1, 2018 and the document was sent to eight playground equipment representatives. The deadline for submitting designs was November 19, 2018. Eight companies submitted proposals; thirteen design options total were received. One design option was disqualified due to a scaling error, leaving twelve options from which to select the new playground.

The twelve designs were shared with Club Kid Afterschool Program participants during the program and at a community feedback session on the evening of November 28, 2018. Community members

were invited to attend this meeting via social media, the Village website, flyers and email. Approximately 34 people attended the community feedback session, providing feedback regarding their top two favorite designs and color scheme options. As a result of the feedback received during this meeting, the top two design options in different color schemes were presented during the December 11, 2018 Parks and Recreation Board meeting. Although the design chosen by the public was not the favorite design of the Park Board, during their discussion it was determined that they value the feedback received from the public and felt strongly about recommending the public's favorite design.

Staff is recommending award of the proposal for the purchase of playground equipment to ParKreation. Upon award of the proposal the equipment will be ordered. Installation will occur during March and April 2019.

FINANCIAL IMPACT:

The overall project budget for the Proesel Park playground renovation is \$215,000, of which \$96,910.36 will be utilized for the purchase of the playground equipment. In addition the Friends of the Community Center have donated \$20,000 toward the overall project budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Playground Equipment Purchase Contract
3. Draft Minutes of the December 11, 2018 Parks and Recreation Board Meeting

RECOMMENDED MOTION:

Move to approve a Resolution to purchase playground equipment for the renovation of the Henry A. Proesel Park playground from Parkcreation in the amount of \$96,910.36.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION AUTHORIZING THE PURCHASE OF PLAYGROUND
EQUIPMENT FROM PARKREATION, OF
PROSPECT HEIGHTS, ILLINOIS, IN THE AMOUNT OF \$96,910.36**

WHEREAS, the Village Parks and Recreation Department has identified the need to redesign, and to purchase new playground equipment for, the playground at Proesel Park; and

WHEREAS, the Village sought bids for the award of a contract for the sale of new playground equipment for Proesel Park ("**Contract**"); and

WHEREAS, the Village received 12 proposals for the Contract, each of which included a proposed new design for the playground and proposed new equipment for the playground; and

WHEREAS, Village Staff and the Village Park and Recreation Board have reviewed, with public input, the proposals received for the Contract;

WHEREAS, on December 11, 2018, the Park and Recreation Board voted to recommend that the Village Board of Trustees accept the proposal submitted by Parkreation, of Prospect Heights, Illinois ("**Vendor**") for the Contract, in the amount of \$96,910.36; and

WHEREAS, the Village President and Board of Trustees have determined that the proposal submitted by the Vendor for the Contract is the most suitable for the redesign of the Proesel Park playground, and best satisfies the requirements and needs of the Village; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Contract with the Vendor in the amount of \$96,910.36;

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 President and Board of Trustees hereby approve the Contract with the Vendor for the purchase of new playground equipment for Proesel Park, in the amount of \$96,910.36.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by the Vendor; provided, however, that if the executed copy of the Contract 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
CONTRACT

VILLAGE OF LINCOLNWOOD
AGREEMENT FOR PURCHASE
OF PLAYGROUND EQUIPMENT

THIS AGREEMENT is entered into this 18th day of December 2018, between the Village of Lincolnwood, Illinois, an Illinois home rule municipal corporation, (“*Village*”) and Parkreation (“*Vendor*”).

WHEREAS, the Village is an Illinois home rule municipality and is authorized to enter into this Agreement; and

WHEREAS, the Vendor is a Parkreation and desires to enter into this Agreement with the Village; and

WHEREAS, the conditions contained in this Agreement, and the following attached exhibit incorporated by reference herein (collectively, “*Agreement Documents*”) constitute the full and complete agreement between the parties regarding the subject matter of this Agreement: Exhibit A: the Proposal submitted by Vendor (“*Proposal*”);

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1: RECITALS

The foregoing recitals are hereby adopted and incorporated as though fully set forth herein.

SECTION 2: PURCHASE OF EQUIPMENT AND SERVICES; PAYMENT

- A. The Village agrees to purchase from the Vendor, and Vendor agrees to sell to the goods described in the Proposal (collectively, “*Equipment*”) to be used in the renovation of the playground located at Proesel Park in Lincolnwood, Illinois. The total cost of Equipment and all labor and services related thereto shall be \$96,910.36 which includes all applicable shipping, insurance, applicable taxes, and other charges (the “*Purchase Price*”). All claims or rights to claim additional compensation by reason of the payment of any such shipping, insurance, tax, or other charges are hereby waived and released by the Vendor.
- B. The Purchase Price shall be paid by the Village within 45 days after the Village’s acceptance of the Equipment pursuant to Section 3.B of this Agreement.
- C. The Village will hire a construction firm to install the Equipment (the “*Construction Firm*”). Upon execution of a contract between the Village and the Construction Firm for the installation of the Equipment, the Village will promptly notify Vendor of the name and contact information of the Construction Firm.
- D. Vendor shall assist the Village in supervising the Construction Firm to ensure that the Construction Firm properly installs all Equipment.

- E. The Vendor shall answer all questions from the Village and the Construction Firm so that the Design Proposal may be properly implemented by the Village and the Construction Firm and so that all Equipment is properly installed.

SECTION 3: DELIVERY DATE; ACCEPTANCE

- A. The Equipment shall be delivered to the location designated by the Village, FOB Destination, at a time mutually agreed to by the Vendor and the Construction Firm, but in no event later than March 1, 2019. The Vendor bears all risk of loss, injury, or destruction of Equipment until acceptance by the Village pursuant to Section 3.B of this Agreement. No loss, injury, or destruction will release Vendor from any obligations hereunder.
- B. Upon receipt of the Equipment, the Village shall inspect the Equipment and the Village shall provide written acknowledgement to the Vendor either of: (i) the Village's acceptance of the Equipment; or (ii) of the Village's determination that the Equipment is either defective or not in conformity with the Proposal. Said notification of acceptance or of defects or nonconformity shall be made by the Village within 15 days after receipt of the Equipment. The Vendor shall have 10 days after receipt of notice of defects or nonconformity (or such longer period as the Village may agree to, in writing) to completely cure said deficiencies or nonconformities. The Village may return the Equipment to the Vendor if the Village does not accept the Equipment, at the Vendor's expense. The Village may, if the Vendor does not correct defects or nonconformity of the Equipment within the time period provided herein, elect to retain the Equipment and deduct from the Purchase Price the reasonable costs for the Village to correct or cure the defects or nonconformities. Notwithstanding anything to the contrary in this Section 3.B, if the Equipment is damaged at the time of acceptance by the Village, but the damage is not readily apparent at the time of acceptance, the Village has the right to return the Equipment or any part thereof to Vendor and the damaged Equipment will be returned to, and replaced by, Vendor, all at no cost to the Village.
- C. The Village may terminate this Agreement by written notice of default to the Vendor if: (i) the Vendor fails to make delivery of the Equipment within the time specified in Section 3.A of this Agreement; or (ii) the Vendor fails to completely cure deficiencies or nonconformities within the time specified in Section 3.B of this Agreement.
- D. If the Village terminates the Agreement, the Village may procure playground equipment similar to the Equipment, and the Vendor shall be liable to the Village for any excess costs for such playground equipment and any additional costs to install such playground equipment in excess of what it would cost the Village to install the Equipment, unless the Vendor provides acceptable evidence that failure to perform the Agreement was due to one of the following (each a "*Force Majeure Event*"): (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts of war; (3) acts of civil or military authority; (4) embargoes; (5) work stoppages, strikes, lockouts, or labor disputes; (6) public disorders, civil violence or disobedience; (7) riots, blockages, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; (11) nuclear accidents; (12) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (13) major environmental disturbances; or (14) vandalism.

SECTION 4: WARRANTIES

- A. All manufacturers' guarantees and warranties shall be delivered to the Village at the time of delivery of the Equipment. The Vendor will not be relieved of any obligation to the Village in performance of the Agreement due to failure to examine or receive documents, visit or become familiar with conditions under which the Equipment shall be used, or from facts of which the Vendor should have been aware. The Village shall consider all incidents of nonperformance of the Agreement related thereto as incidents of default and a breach of the Agreement.
- B. The Equipment, and all of its components, shall be of new, merchantable quality and, for a period of not less than one year after delivery to the Village: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Agreement; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement. The warranties expressed herein shall be in addition to any other warranties applicable to the Equipment (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

SECTION 5: INSURANCE

The Vendor shall have in place at all times that this Agreement and any warranties on the Equipment are in effect adequate insurance, in an amount, and in a form and from companies, acceptable to the Village. The Vendor's maintenance of adequate insurance shall not be construed in any way as a limitation on the Vendor's liability for losses or damages under this Agreement.

SECTION 6: INDEMNIFICATION

To the fullest extent permitted by law, the Vendor hereby agrees to indemnify, save harmless, and, at the Village's request, defend the Village and its officials, employees, agents and volunteers (collectively the "*Indemnified Parties*"), 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 Vendor's performance, or failure to perform, under this Agreement, including, without limitation, any failure to meet the representations and warranties set forth in this Agreement. If any of the Equipment delivered to the Village is protected by any patent or copyright, Vendor must indemnify and save harmless the Village from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person or entity on account of the use or sale of such articles by the Village in violation or right under such patent or copyright.

SECTION 7: COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable laws, regulations, and rules promulgated by any federal, State of Illinois, county, municipal, and/or other governmental unit or regulatory body now in effect or which may be in effect during the building of the Equipment. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and

any of its titles, the Illinois Department of Human Rights, Human Rights Commission, Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) or EEOC statutory provisions and rules and regulations. The Vendor, if required by the Village, shall provide evidence of specific regulatory compliance.

SECTION 8: GENERAL TERMS

- 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 Vendor in accordance with all applicable statutory procedures.
- B. Assignment. This Agreement may not be assigned by the Village or by the Vendor without the prior written consent of the other party.
- C. 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.C, 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, Village Attorney

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

With a copy to:

D. 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.

E. 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, 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 Agreement to the greatest extent permitted by applicable law.

F. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

G. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in 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 Vendor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Vendor. The Vendor 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. 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 Agreement; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Agreement; 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 Equipment by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Agreement; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Vendor; or of any requirement or provision of this Agreement; or of any remedy, power, or right of the Village.

M. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 3.D, 4, 5 and 6 of this Agreement shall survive the termination of this Agreement.

N. 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.

O. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

P. 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.

Q. 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.

R. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

S. 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.

T. Not Barred. Vendor represents and warrants that it is not barred by law from contracting with the Village or with any other 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 Vendor 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; (2) 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.; or (3) any other reason.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2018.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

By: _____
Robert Merkel, Village Manager

ATTEST:

Parkreation

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

PROPOSAL



PlayPower LT Farmington, Inc.
 878 E. US Hwy 60
 Monett, MO 65708
 1-800-325-8828

QUOTE: R0309182310

Project: R0309_43420665484_01

Bill To:

Melissa Rimdzius
 Lincolnwood Park and Recreation
 6900 North Lincoln Ave
 Lincolnwood, IL 60712
 847-677-9740 (phone)
 mrimdzius@lwd.org

Project Name & Location:

Attn: Henry A Proesel Park
 X Tower Design

Prepared by:

Parkreation
 27 E Palatine Rd.
 Prospect Heights, IL 60070
 (847) 419-7744 (phone)
 (847) 419-7747 (fax)
 lani@parkreation.com

Quote Number: R0309182310
 Quote Date: 11/19/2018
 Valid For: 30 Days From Quote Date

PlayArea_2

Product line: KidBuilders
 Age group: 5-12

Global defaults

Aluminum Steering Wheel	GREEN
CLIMBER COLOR	RED
KB Accent Color	RED
KB Overhead Color	GREEN
KB Pnl/Crwl Tunnel Clr	GREEN
KB Slide/Float Stone Clr	GREEN
KB Vinyl color	Blue
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001134	KB DK/DK PLATE 203 MM/8"	1	16.00	0.22	138.00	138.00
200006992	KB SLIDE POLE 1220 MM/48"	1	62.00	15.00	692.00	692.00
200007096	PANEL COUNTER KB	1	40.00	15.00	616.00	616.00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0.00
200013800	KB 136" POST PLUS GLV. W/ALUM.CAP	4	77.00	3.00	347.00	1,388.00
200013924	LOOP ASSY SAFETY KB	2	43.00	7.00	428.00	856.00
200015483	KB 164" POST PLUS GLV. W/ALUM.CAP	3	89.00	4.00	404.00	1,212.00
200098030	KB CATWALK	1	362.00	60.00	2,657.00	2,657.00
200114727	KBP SAFETY RAIL W/WHEEL MOUNT DKMT(2001	1	51.00	0.00	499.00	499.00
200200403	STEPS DK/DK 1016MM W/SFTY RAILS KB SM HL	1	320.00	53.00	1,700.00	1,700.00
200200411	DECK 1-STEP 305 MM/12" KB (SMALL HOLES)	1	101.00	7.00	782.00	782.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	1.00	0.00	0.00
200200686	POST PLUS 186" W/ALUM CAP F/KB	2	102.00	4.00	432.00	864.00
200200687	POST PLUS 200" W/ALUM CAP F/KB	2	109.00	4.00	466.00	932.00
200200712	KB CURVED TUNNEL SLIDE 96"/2440MM	1	375.00	250.00	4,639.00	4,639.00
200201097	KB DBL SLIDE W/EXTENTION 48"	1	206.00	72.00	1,559.00	1,559.00
200202105	KB 96" HYPERSONIC SLIDE	1	255.00	80.00	2,722.00	2,722.00

200202503	KB DECK SQUARE SMALL HOLE 11GA	5	116.00	10.00	915.00	4,575.00
200202504	KB DECK TRIANGLE SMALL HOLE 11GA	1	59.00	7.00	660.00	660.00
200202563	KB TRANS STAT 1220 SFTY RL (SM HL)11GA	1	378.00	31.00	2,861.00	2,861.00
200202741	NU-EDGE LOG SLICE CLIMB 1220MM(48") F/KB	1	130.00	6.00	2,037.00	2,037.00
200202767	KB TRUSS OVERHEAD 8'	1	100.00	12.00	988.00	988.00
200202810	KB NU-EDGE BEAM ROOF SINGLE	1	150.00	30.00	2,314.00	2,314.00
200203341	KB QUAD ROPE TOWER 8' DECK W/WIRE ENCL	1	475.00	0.00	5,429.00	5,429.00
200203377	KB WIRE MESH PANEL	1	45.00	2.00	433.00	433.00
200203415	NU-EDGE-X TOWER F/KB	1	3,500.00	800.00	31,768.00	31,768.00
					0	
200203458	KB TRAIL CLIMBER 56"	1	150.00	98.00	1,045.00	1,045.00
200203466	KB DBL WALL CLIMBER 56"	1	335.00	80.00	2,539.00	2,539.00
200203469	NU-EDGE ROPE SCRAMBLE F/KB	1	200.00	50.00	6,015.00	6,015.00
911836P	ASSY RAIL MT.ALUM.STEER.WHL.	1	2.00	0.08	226.00	226.00
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	1	1.00	0.00	14.48	14.48

PlayArea_3

Product line: Traditional Play

Age group: 5-12

Global defaults

Belt Swing Seat Color	Green
Concerto Ground cover	Buried
Concerto Post/Frame Color	BLUE
Inclusive Seat Clr	GREEN
MaxPlay TM Swing Clr	BLUE
Solo Spin Plastic Clr	GREEN
Solo Spin Post Clr	BLUE
Spinner Component Mounting	Buried
Stand-n-Spin Clr	BLUE
Tot Swing Seat Color	Green
Us/Csa Labels For Swings	US Swing Label

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200200417	SWING FRAME ADD-ON F/INCL SEAT MAXPLAY	1	130.00	8.00	805.00	805.00
200201539	STAND N SPIN	1	118.00	19.90	932.00	932.00
200201870	SOLO SPINNER	1	38.00	3.50	638.00	638.00
200202202	MAXPLAY 8' STANDARD BEAM	2	220.00	11.00	1,131.00	2,262.00
200202204	MAXPLAY 8' ADD-ON STANDARD BEAM	1	140.00	9.00	1,016.00	1,016.00
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	4	18.00	0.50	107.00	428.00
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN	2	21.00	1.00	186.00	372.00
200203433	INCLUSIVE SWING SEAT W/CHAINS 8'	1	45.00	14.00	1,006.00	1,006.00
200203437	CONCERTO TALL CHIMES	1	130.00	62.00	4,043.00	4,043.00
200203438	CONCERTO VIBES	1	135.00	12.00	4,029.00	4,029.00
912358	INCLUSIVE 3-POINT HARNESS W/HDWR	1	2.00	0.25	202.00	202.00

PlayArea_4

Product line: KidBuilders

Age group: 2-5

Global defaults

KB Accent Color	RED
KB Electronic CPE Panels	Dark Blu/White/Dark Blue

KB Slide/Float Stone Clr	GREEN
KB Vinyl color	Blue
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001127	KB LONG DK/DK PLATE 205MM/8"	1	25.00	0.38	142.00	142.00
200006978	SLIDE ELBOW 70 DEG. KB	1	190.00	42.00	1,158.00	1,158.00
200006980	SLIDE WAVE KB 1220 MM/48" KB	1	122.00	43.00	1,012.00	1,012.00
200013797	KB 10' POST PLUS GLV. W/ALUM.CAP	1	67.00	3.00	325.00	325.00
200013800	KB 136" POST PLUS GLV. W/ALUM.CAP	1	77.00	3.00	347.00	347.00
200015483	KB 164" POST PLUS GLV. W/ALUM.CAP	6	89.00	4.00	404.00	2,424.00
200100284	BRIDGE ARCH 4' W/SAFETY RAILS KB	1	268.00	9.00	1,705.00	1,705.00
200200506	PANEL REACH GEAR F/KB	1	55.00	2.00	1,005.00	1,005.00
200202466	KB RECYCLED TREEHOUSE POD CLIMBER 48"	1	160.00	29.00	2,107.00	2,107.00
200202483	KB DECK SQUARE LARGE HOLE 11GA	1	116.00	10.00	915.00	915.00
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA	2	66.00	8.00	561.00	1,122.00
200202558	KB TRANS STAT 1016 SFTY RL 11GA	1	354.00	41.00	2,576.00	2,576.00
200202760	KB NU-EDGE BEAM ROOF	1	300.00	45.00	4,380.00	4,380.00
200202827	NU-EDGE ROCK CHALLENGE WALL 40"	1	125.00	4.00	2,160.00	2,160.00
200203226	KB ELECTRONIC ANIMAL PANEL DKMT	1	45.00	1.00	2,160.00	2,160.00

Biba_Included

Product line: Park Service
Age group:

Global defaults

BIBA PAINT COLOR BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
9991Z	BIBA ENTRY SIGN	1	45.00	3.50	0.00	0.00
9992Z	BIBA POST MARKERS	1	10.00	1.00	0.00	0.00

RiskSign_Included

Product line: Park Service
Age group:

Global defaults

RISK MGNT SIGN CLR BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
116022	LABEL WARNING - PLAYGROUND - ENGLISH	4	0.00	0.00	1.06	4.24
116022	LABEL WARNING - PLAYGROUND - ENGLISH	1	0.00	0.00	1.06	1.06
200104304	LABEL AGE APP. (2 TO 5 YRS.)	1	0.00	0.00	3.17	3.17
200104307	LABEL AGE APP. (5 TO 12 YRS.)	4	0.00	0.00	3.17	12.68
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00	0.00	0.00

200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
2019	2019 Pricing 3%	1	0.00	0.00	3,643.58	3,643.58

Totals:

Equipment Weight:	14,831.00 lbs
Equipment Volume:	2,205.19 ft ³
Equipment List:	\$121,452.63
Discount Amount:	-\$29,700.00
Products Subtotal:	\$91,752.63
Products by Other:	\$3,643.58
Freight:	\$1,514.15 Code: Needed
Grand Total:	\$96,910.36

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
 Attention: Sales Administration
 878 E US Hwy 60
 Monett, Missouri, USA 65708
 1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
 PO Box 734155
 Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.

Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices.

Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.		
By: _____	Date: _____	

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver

shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Henry A Proesel Park – X Tower Design

This list is provided as a design aid only.

Actual compliance to accessibility standards is dependent on design and final installation and is the sole responsibility of the Sales Representative.

Accessibility Chart

Drawing Name:	R0309_43419403883_01.play
Project Number:	R0309_43420665484

Age Group: 5-12			
Elevated Play Activities Total:	17		
Elevated Play Activities Accessible By Transfer:	17	Req'd:	9
Elevated Play Activities Accessible By Ramp:	0	Req'd:	0
Ground Level Activity Type:	6	Req'd:	3
Ground Level Quantity:	13	Req'd:	6

Description	Elevation	Access	Type of Play	Qty
96" HYPERSONIC SLIDE F/KB	Elevated	Transfer	SLIDE-A	1
KB 96" 2440mm CURVED TUNNEL SLIDE RGT	Elevated	Transfer	SLIDE-A	1
KB DBL SLIDE W/EXTENTION 42" - 48"	Elevated	Transfer	SLIDE-A	1
KB DBL WALL CLIMBER 56"	Elevated	Transfer	CLIMBER-D	1
KB QUAD ROPE TOWER 8' DECK W/WIRE ENCL	Elevated	Transfer	CLIMBER-W2	1
KB TRAIL CLIMBER 56"	Elevated	Transfer	CLIMBER-D	1
NU-EDGE LOG SLICE CLIMBER 48" KB	Elevated	Transfer	CLIMBER-B	1
NU-EDGE ROPE SCRAMBLER 56"	Elevated	Transfer	CLIMBER-D	1
Nu-Edge X Tower F/KB	Elevated	Transfer	TOWER	8
POLE SLIDE 1220 MM / 48" KB	Elevated	Transfer	SLIDE-B	1
ASSY TOT SEAT 8' SWING	Ground	Ground	SWING	1
ASSY TOT SEAT 8' SWING	Ground	Ground	SWING	1
BELT SEAT ASSY	Ground	Ground	SWING	1
BELT SEAT ASSY	Ground	Ground	SWING	1
BELT SEAT ASSY	Ground	Ground	SWING	1
BELT SEAT ASSY	Ground	Ground	SWING	1
CONCERTO TALL CHIMES	Ground	Ground	CLIMBER-D	1
CONCERTO VIBES	Ground	Ground	CLIMBER-D	1
PANEL COUNTER KB	Ground	Ground	PANEL-C	1
SOLO SPINNER	Ground	Ground	BALANCE-G	1
STAND'N SPIN	Ground	Ground	BALANCE-G	1
STEERING WHEEL RAIL MT. F/KB RED	Ground	Ground	WHEEL	1
TRUSS OVERHEAD F/KB	Ground	Ground	OVERHEAD-A	1

Age Group: 2-5			
Elevated Play Activities Total:	6		
Elevated Play Activities Accessible By Transfer:	0	Req'd:	3
Elevated Play Activities Accessible By Ramp:	0	Req'd:	0
Ground Level Activity Type:	0	Req'd:	2
Ground Level Quantity:	0	Req'd:	2

Description	Elevation	Access	Type of Play	Qty
BRIDGE ARCH 4' W/SAFETY RAILS KB	Elevated	None	BRIDGE-A	1
KB ELECTRONIC ANIMAL PANEL DKMT	Elevated	None	PANEL-E3	1
KB TREEHOUSE POD CLIMBER 48"	Elevated	None	CLIMBER-B	1
NU-EDGE ROCK CHALLENGE WALL 40"	Elevated	None	CLIMBER-H	1
SLIDE ELBOW 70 DEG. KB	Elevated	None	SLIDE-A	1
SLIDE WAVE KB 1220 MM/48" KB	Elevated	None	SLIDE-A	1
PANEL REACH GEAR KB	Ground	None	PANEL-R1	1

General Notes:

Age Group

2-5yrs 5-12 yrs 2-12yrs 13+ yrs

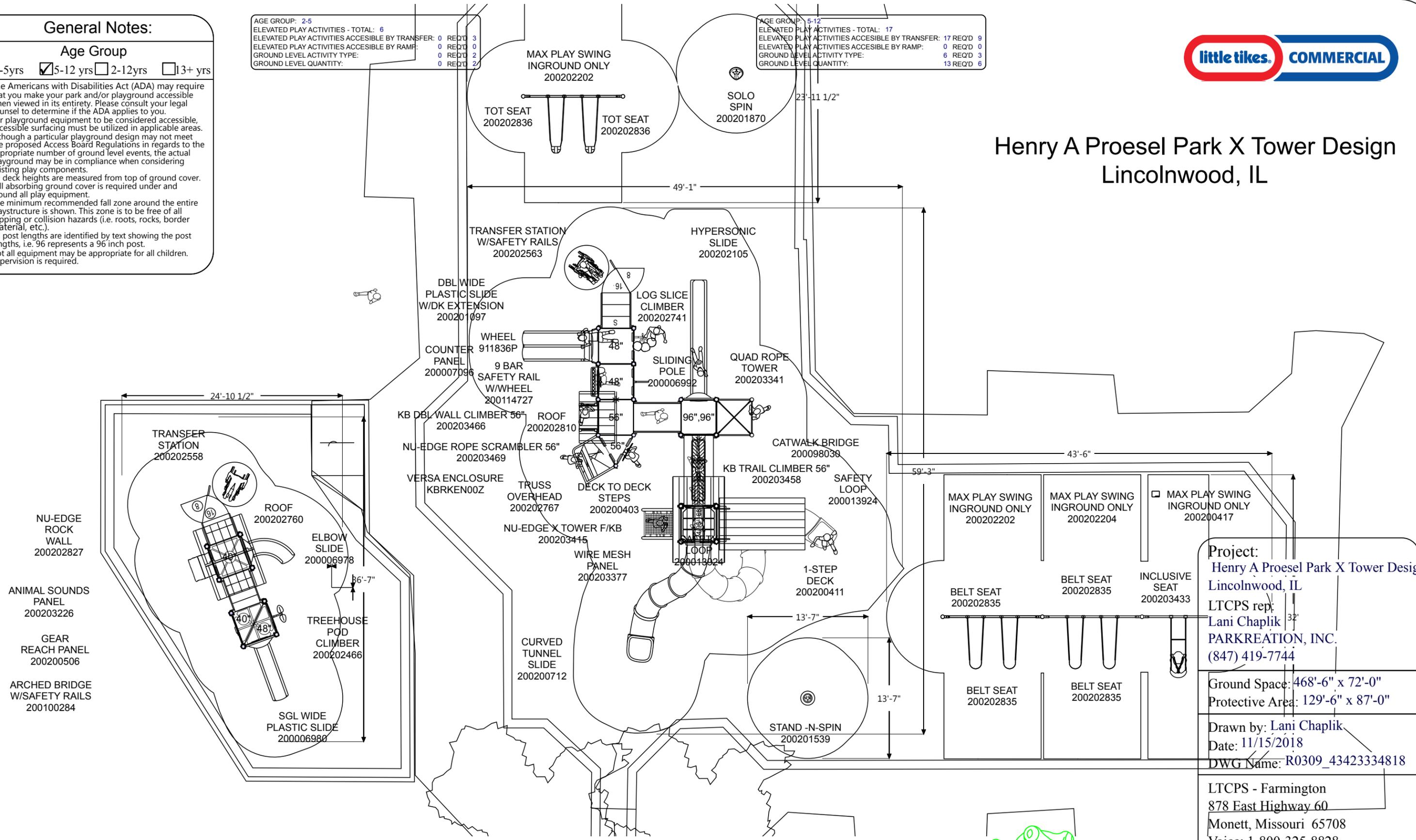
1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 2-5
 ELEVATED PLAY ACTIVITIES - TOTAL: 6
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 3
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
 GROUND LEVEL ACTIVITY TYPE: 0 REQ'D 2
 GROUND LEVEL QUANTITY: 0 REQ'D 2

AGE GROUP: 5-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 17
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 17 REQ'D 9
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
 GROUND LEVEL ACTIVITY TYPE: 6 REQ'D 3
 GROUND LEVEL QUANTITY: 13 REQ'D 6



**Henry A Proesel Park X Tower Design
 Lincolnwood, IL**



Project:
 Henry A Proesel Park X Tower Design
 Lincolnwood, IL
 LTCPS rep:
 Lani Chaplik
 PARKCREATION, INC.
 (847) 419-7744

Ground Space: 468'-6" x 72'-0"
 Protective Area: 129'-6" x 87'-0"

Drawn by: Lani Chaplik
 Date: 11/15/2018
 DWG Name: R0309_43423334818

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273

Playground Layout Compliance:

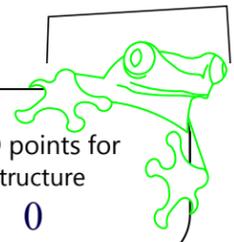
- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

- This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure
 0





HENRY A PROESEL PARK NU EDGE X TOWER DESIGN



2-5 MAIN VIEW



2-5 REVERSE VIEW



natural urban
NU·edge™ X

**14' ENCLOSED
TUNEL SLIDE**



5-12 MAIN VIEW



5-12 REVERSE VIEW



TOP VIEW





Lincolnwood Parks and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
Tuesday, December 11, 2018
DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:02 P.M.

PRESENT AT THE MEETING

Park Board Members: Arthur Lovering, Demerise Gratch, Grace Diaz Herrera, Maria Leberis, Carol Oraha, Victor Shaw

Parks and Recreation Department Staff: Laura McCarty, Melissa Rimdzius

Village Board Liaison: Jennifer Spino

Village Staff:

Audience: Jesal Patel, Michelle Kelly of Upland Design

APPROVAL OF MINUTES

On motion Tomacic/Oraha approve the meeting minutes of the October 9, 2018 meeting.
7-0. Motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

OLD BUSINESS

A. Presentation of the Proesel Park Playground Design Choice by Michelle Kelly of Upland Design

Kelly –

- Presentation of existing Proesel Park playground conditions: well used, good life and played on well, need for surfacing fix, and great existing concrete curbing/walks. The Village is able to save infrastructure and put a significant amount of the budget toward equipment.

- Review of the public input process. Gathered information from the public during an initial community brainstorm session where people were invited to provide feedback on what they would like to see in the park in multiple ways. Based on feedback, climbers, slides, and swings were the top three equipment requests and were included in all of the received designs. People overwhelmingly said no to the sand/water play area. With 73% of people saying no to sand and 55% of people saying no to a water element. People were okay with the removal of the trees and planters, but we found a way to expand the play area with only losing two trees that are not in great shape and relocating one. During the second community input meeting, 12 submissions that met the RFP criteria were shared for input. During the meeting, attendees were asked to share their first and second choices with comments on favorite aspects. This helped us to know what the top favorites were overall. Approximately 50 votes were collected between the afterschool program and night meeting. The vast majority of votes were from children. People took their time at the public meeting, with several people staying over an hour. A huge kudos goes out to the people who invested time in providing feedback.
- Review of the 12 options that met the criteria. Vendors were able to provide up to two options using their equipment. Gathered comments during the second community input meeting, so we were able to get a deeper feeling of what people liked in each design.
- Review of results. The top two designs had similar vote amounts, and then it dropped off fast. This helped us to understand what people liked.

Lovering – Each company proposed two?

Kelly – Not each company. It was their choice.

Lovering – The equipment company that provided designs 11 and 12 split the greatness of their designs to two votes.

Kelly – Burke is similar, too.

Kelly – Provided summary of voting results. The Little Tikes design has nine more components than the Miracle design. With a nine component difference, Little Tikes, the top vote winner, also offered the most play value. When we think of the number of children on the playground, we look at the quantity of play value and whole number of components

Kelly - Questions?

- None.

Kelly - Color was next thing we asked about during the second community input meeting. The top winners were blues and greens, and then some red. The favorite color options were applied to the Little Tikes equipment for the presentation tonight.

Lovering – In terms of color, when we did G.G. Rowell Park, which came back with some very positive strong remarks from the public, the adults really liked the fact that the color scheme appeared somewhat natural with a natural tone. He agrees with them.

Kelly – Of the two color scheme options, option one is closer to that. It reflects the nature aspect, and incorporates the people’s request for blue.

Lovering – What is the equipment in the lower corner near the child in a wheelchair?

Kelly – That is a transfer platform, which would allow him to transfer to the equipment and go down the slide.

Lovering – Xylophone? Musical equipment? How loud will that be?

McCarty – Not very loud.

Kelly – 30' is the recommended distance.

Lovering – The musical equipment won't blow in the wind? It is secured?

Kelly – Yes

Lovering – How tall is the tallest point?

Kelly – The highest deck is 14 feet tall. The actual roof is higher than that. That section is fully enclosed so there is no chance of falling from that deck. This particular design is a lot of fun for children. Kids sit up at the top and hang out. Kids enjoy being up high.

Herrara – How many kids can fit in that section?

Kelly – Approximately six. They can also hang out inside the angled piece leading up to that deck.

Herrara – This is the design that has monkey bars under the bridge, right?

Kelly – Yes

Herrara – How high is that?

Kelly – They are typically 84" off the ground. Taller than that is more challenging. There is a deck to climb to them.

Lovering – The equipment height is good for climbing. The monkey bars are good for upper body strength.

Tomacic – What is the height of our current equipment?

Kelly – Likely about 8 feet.

Board – Much taller.

Kelly – It will make a statement.

Lovering – Swing element?

Kelly – Same spot and same quantity.

Herrara – Same swing?

Kelly – Belt swings, tot swings, and one ADA swing.

Oraha – Do people want more swings?

Rimdzius – Yes. There is one more tot swing added in this design.

Lovering – Now the challenge. It is hard to ignore the feedback from the community. We're not 100 percent locked into their selection. This isn't my favorite design but it works and it seems clear from the community input, primarily from kids. We can follow this or go against their wishes.

Oraha – Are we going to look at design #2?

Kelly – Design two kept swings in same area. Pointed out equipment locations.

Lovering – Doesn't look as high.

Oraha – Which I like.

Herrara – We all have our own opinions about what we expected for Proesel Park. It is our main park that we want to showcase. People came in once, twice for a reason to ensure their input was heard. We should honor the majority of the votes for the children and adults. We just confirmed the adult votes were in line with the youth votes.

Lovering – Okay, so weigh heavily on that piece

Tomacic – We want to pick a wow/modern design with a "wow" factor. A lot of people come from other communities use this park, too.

Gratch – Some of those types of components were in the other parks. More free form use equipment.

Kelly – Net climbers?

Gratch – I see those in all sorts of parks. It feels like we are getting the same equipment on a larger scale of our other parks. I no longer have kids that use the parks. Not sure if those types of structures are used.

Herrara – Half domes or full domes made out of rope. Asked Michelle if she has any photos of them.

Lovering – We have the vote from the populous, which was pretty strong on number seven. Half of the Board seems in agreement.

Shaw – This is not the design I picked, but I would take design number seven.

Lovering - What was your first pick?

Shaw – Design number nine.

Lovering – I chose design number twelve.

Shaw – Twelve was my second choice.

Lovering – We got very good participation at the community meetings and should listen. There is nothing wrong with the options we have. If I was a child, I would like to play on the Little Tikes equipment to see if it was possible to climb to the top. I'm in agreement on number seven.

Oraha – When I was looking at the photos, I liked design number one because it looks more traditional. But looking at it closer, seven is a better choice and there is a lot to do.

Gratch – There are more decks in design seven.

Leberis – I like the look of design number one, but number seven has more to do.

Spino – Based on trying to make a splash – do you like design number seven?

Gratch – This looks like an expanded type of equipment we already have.

Leberis – Nothing new that has a wow factor.

Spino – Would you want more use of the land?

Gratch – More types of equipment, different from what we already have.

Spino – What you're talking about is of the options that the public had to look at? It's not a matter of more money to expand? It is what the community selected?

Leberis Hoping for a wow.

Tomacic – Right.

Lovering – Is it decision time?

B. Approval of a Resolution Authorizing the Purchase of Proesel Park Playground Equipment

On motion Tomacic/Oraha recommend approval of a Resolution to purchase playground equipment for the renovation of the Henry A. Proesel Park playground from Parkreation in the amount of \$96,910.36. 7-0, motion passed.

C. Approval of an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village of Lincolnwood

McCarty – The Village has donated equipment to Kids Around the World during past playground renovations. Donating the equipment saves the Village on the cost of removing the equipment, approximately three to five thousand dollars.

Lovering – How long until we take this out until the new equipment is ready?

McCarty – The goal is installation by end of April 2019.

Lovering – I would like to publicize this. Can we send out a flyer to kids who voted and didn't vote that shares the last day to play on this equipment. Do we know where the equipment will go?

McCarty – We don't know where it will go when removed. We find out later.

Lovering – We should hold a goodbye party. When will it be removed?

Rimdzius – At the beginning of March.

Lovering – Not the best weather, but it would be good to have a goodbye party.

On Motion Leberis/Tomacic recommend approval of an Ordinance authorizing the donation of Proesel Park playground equipment. 7-0, motion passed.

D. 2019 Meeting Dates

Lovering – Does 7 P.M still work for all? No motion needed.

CHAIRPERSON'S REPORT -

Lovering - The lighting ceremony was well attended.

McCarty/Spino – Yes, best attendance for this event.

Lovering – One recommendation – shorten the book read by library. People may not have been able to hear it.

McCarty – Maybe a poem next year.

Lovering – Maybe a little more active, too

Lovering – I also noticed the bridge is lit up for Hanukah. It looks great.

COMMISIONER'S REPORTS -

None

DIRECTOR'S REPORT -

McCarty – I would like to highlight a couple things in the staff report. Kudos to the staff on the first-ever Trunk or Treat event held on Halloween. We had nearly 1000 people. Thanks to Laura Tomacic for volunteering. This was our second largest event after turkey trot.

Tomacic – Everyone ran out of candy

Lovering – How was the cookie crumble?

Rimdzius – Ten people attended and decorated ten cookies each.

McCarty – Breakfast with Santa sold out again. Great job to the team. Final new event of the year is Noon Years Eve, which was planned for kids and families who might not be up until midnight. We will do a balloon drop at noon.

McCarty – This is the last meeting of 2018. Thank you all for support and have a great Holiday season.

STAFF REPORTS

A. SUPERINTENDENT OF PARKS AND RECREATION - RIMDZIUS

Rimdzius - Thank you for support of the Turkey Trot. I look forward to presenting more detail to the Board at a future meeting, likely in February. The Aquatic Center and Camp report are planned for the January Board Meeting.

B. RECREATION SUPERVISOR – ANTOSZ

As noted in report

C. RECREATION SUPERVISOR – LAZZARA

As noted in report

ADJOURNMENT

Meeting adjourned at 7:53 P.M.

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

Park and Recreation Board President:

Signature

Date

Request For Board Action

REFERRED TO BOARD: December 18, 2018

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Parks and Recreation Board to Approve an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the 2005-2006 fiscal year, a Playground Replacement Program was established as part of the Village Capital Improvement plan. The goal of the program is to gradually replace the aging, outdated playgrounds in the Village parks. So far, Columbia, Kildare, Rossi, Goebelt, Kenneth, Springfield, Drake, O'Brien, G.G. Rowell, and Central Park playgrounds have been replaced. In the 2018-2019 budget, the Henry A. Proesel Park playground, located at 7050 N. Lincoln Avenue, was chosen as the next playground in need of replacement. The current playground equipment at Henry A. Proesel Park was installed in 1999; the equipment has been enjoyed for nearly 20 years, which is beyond the typical useful life of playground equipment.

If authorized by the Village Board, the Village will enter into an Agreement with Kids Around the World, a non-profit organization, to disassemble, remove and refurbish the existing Landscape Structures equipment within the playground. The equipment will be removed in March 2019, in the week prior to the beginning of the installation of new playground equipment. The Village donated equipment from Drake Park (2013), O'Brien Park (2015), G.G. Rowell Park (2017) and Central Park (2018) to Kids Around the World. Working with Kids Around the World has been a positive partnership for the Village; the Kids Around the World volunteers are professional, timely and efficient.

FINANCIAL IMPACT:

The Village will not remove the current playground equipment or pay to have a contractor remove the equipment. The cost savings is estimated to be between \$3,000-\$5,000.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Draft Minutes of the December 11, 2018 Parks and Recreation Board meeting
3. Kids Around the World Playground Equipment Donation Agreement

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the donation of playground equipment owned by the Village.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-_____

**AN ORDINANCE AUTHORIZING THE DONATION OF PLAYGROUND
EQUIPMENT OWNED BY THE VILLAGE OF LINCOLNWOOD**

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

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

Village Clerk

ORDINANCE NO. 2018-_____

**AN ORDINANCE AUTHORIZING THE DONATION OF PLAYGROUND
EQUIPMENT OWNED BY THE VILLAGE OF LINCOLNWOOD**

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 is the owner of certain playground equipment currently located at Henry A. Proesel Park, which equipment is described in detail on **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village President and Board of Trustees have determined that ownership of the Property is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, Kids Around the World, Inc., of Rockford, Illinois ("**KIDS**"), is an Illinois not-for-profit corporation that provides charitable services to underprivileged children, which services include the construction of playgrounds; and

WHEREAS, the Village desires to dispose of the Property by donating it to KIDS; and

WHEREAS, the Village and KIDS desire to enter into an agreement for the donation of the Property by the Village to KIDS, and for the disassembly and removal of the Property from Henry A. Proesel Park ("**Agreement**"); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to enter into the Agreement with KIDS and to donate the Property to KIDS, as set forth in this Ordinance;

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

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

SECTION 2. AUTHORIZATION TO DISPOSE OF PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, Section 8-8-14 of the Municipal Code of Lincolnwood, and the home rule authority of the Village, the Village Board of Trustees declares that ownership of the Property is no longer necessary or useful to, or in the best interests of, the Village. The President and Board of Trustees hereby authorizes the donation of the Property to KIDS in accordance with the Agreement.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and KIDS is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. 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 KIDS; 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 Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance 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 and approval as provided by law

PASSED this _____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2018.

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

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

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

#25877310_V1

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Park borders - Lincoln, Costner, Morse

**PROESEL
PARK
LINCOLNWOOD, IL**

**NUTOYS LEISURE PRODUCTS
PRESALE #:**

SCALE 1/4" = 12"

THIS PLAY AREA & EQUIPMENT IS
DESIGNED FOR AGES 2-5 YEARS

THE EQUIPMENT ON THIS PLAN
IS CERTIFIED & VALIDATED TO BE IN
CONFORMANCE WITH THE AMERICAN SOCIETY
FOR TESTING & MATERIALS (ASTM) F1487
STANDARDS FOR PUBLIC SAFETY.

IT IS THE MANUFACTURERS OPINION THAT
THIS PLAYSTRUCTURE CONFORMS TO
ACCESSIBILITY REQUIREMENTS OF THE ADA
(AMERICANS WITH DISABILITIES ACT).

NOTE: ALL ABOVE DIMENSIONS ARE
REFERENCE DIMENSION. REFER TO YOUR
INDIVIDUAL INSTALLATION COMPONENT
INSTRUCTIONS FOR DETAILS.

BECAUSE OF THE PRECISE FIT OF L.S.L.
COMPONENTS, IT IS IMPORTANT TO ATTACH
SLIDE HOODS, ACTIVITY PANELS, PIPE
SHAFTS & CURVED RAILS BEFORE
CONCRETE FOOTINGS ARE POURED

CONCRETE FOOTINGS ARE REQUIRED ON
ALL IN-GROUND COMPONENTS.

CHOOSE A PROTECTIVE SURFACING MATERIAL
THAT HAS A CRITICAL HEIGHT VALUE OF
AT LEAST THE HEIGHT OF THE HIGHEST
ACCESSIBLE PART/FALL HEIGHT OF THE
ADJACENT EQUIPMENT. (REF. CONSUMER
PRODUCT SAFETY COMMISSION (CPSC)
GUIDELINES, SECTION 10: SURFACING.)

LEARNING WALL
ORDER #:

S87747B

PART-B

10-19-99 ENGINEERED BY: JMS

**LANDSCAPE
STRUCTURES INC**

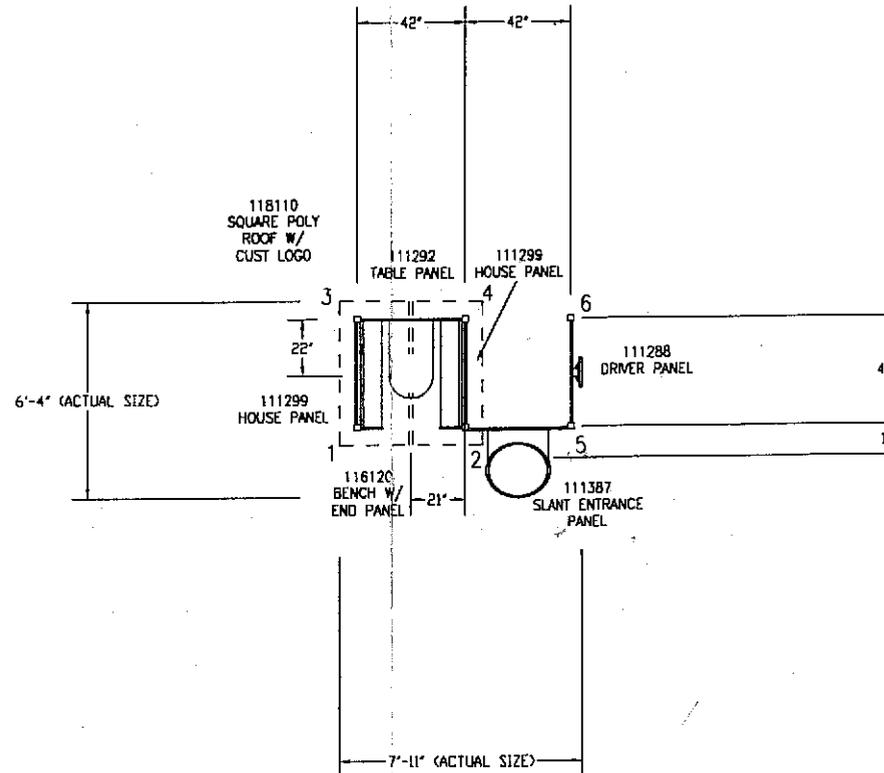
Anything else is cutting corners.™

801 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-326-0030 FAX: 1-612-972-8081



POST/ARCH LENGTHS

1-4 = 78" LW ROOF POST 1" PANEL
5-6 = 66" LW POST 1" PANEL



ark borders - Lincoln, Costner, Morse

**PROESEL
PARK
LINCOLNWOOD, IL**

NUTOYS LEISURE PRODUCTS
PRESALE #:

SCALE 1/4" = 12"

THIS PLAY AREA & EQUIPMENT IS
DESIGNED FOR AGES 2-5 YEARS

THE EQUIPMENT ON THIS PLAN
IS CERTIFIED & WARRANTED TO BE IN
CONFORMANCE WITH THE AMERICAN SOCIETY
FOR TESTING & MATERIALS (ASTM) F1487
STANDARDS FOR PUBLIC SAFETY.

IT IS THE MANUFACTURER'S OPINION THAT
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(AMERICANS WITH DISABILITIES ACT).

NOTE: ALL ABOVE DIMENSIONS ARE
REFERENCE DIMENSIONS. REFER TO YOUR
INDIVIDUAL INSTALLATION COMPONENT
INSTRUCTIONS FOR DETAILS.

BECAUSE OF THE PRECISE FIT OF U.S.A.
COMPONENTS, IT IS IMPORTANT TO ATTACH
SLIDE HOODS, ACTIVITY PANELS, PIPE
BARRIERS & GUARD RAILS BEFORE
CONCRETE FOOTINGS ARE POURED

CONCRETE FOOTINGS ARE REQUIRED ON
ALL IN-GROUND COMPONENTS.

CHOOSE A PROTECTIVE SURFACING MATERIAL
THAT HAS A CRITICAL HEIGHT VALUE OF
AT LEAST THE HEIGHT OF THE HIGHEST
ACCESSIBLE PART/TALL HEIGHT OF THE
ADJACENT EQUIPMENT. (REF. CONSUMER
PRODUCT SAFETY COMMISSION (CPSC)
GUIDELINES, SECTION 10: SURFACING.)

PLAYBOOSTR
ORDER #:

SB7747A

PART-A

10-19-99 ENGINEERED BY: JWS

**LANDSCAPE
STRUCTURES INC**

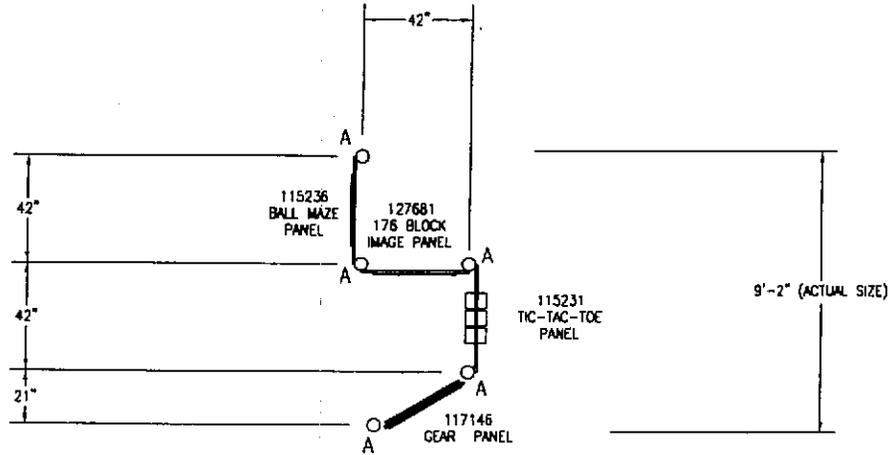
Anything else is cutting corners.

601 7th STREET SOUTH - P.O. BOX 180
DELAWARE, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-612-872-8081



POST/ARCH LENGTHS

A = 76"





Lincolnwood Parks and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
Tuesday, December 11, 2018
DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:02 P.M.

PRESENT AT THE MEETING

Park Board Members: Arthur Lovering, Demerise Gratch, Grace Diaz Herrera, Maria Leberis, Carol Oraha, Victor Shaw

Parks and Recreation Department Staff: Laura McCarty, Melissa Rimdzius

Village Board Liaison: Jennifer Spino

Village Staff:

Audience: Jesal Patel, Michelle Kelly of Upland Design

APPROVAL OF MINUTES

On motion Tomacic/Oraha approve the meeting minutes of the October 9, 2018 meeting.
7-0. Motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

OLD BUSINESS

A. Presentation of the Proesel Park Playground Design Choice by Michelle Kelly of Upland Design

Kelly –

- Presentation of existing Proesel Park playground conditions: well used, good life and played on well, need for surfacing fix, and great existing concrete curbing/walks. The Village is able to save infrastructure and put a significant amount of the budget toward equipment.

- Review of the public input process. Gathered information from the public during an initial community brainstorm session where people were invited to provide feedback on what they would like to see in the park in multiple ways. Based on feedback, climbers, slides, and swings were the top three equipment requests and were included in all of the received designs. People overwhelmingly said no to the sand/water play area. With 73% of people saying no to sand and 55% of people saying no to a water element. People were okay with the removal of the trees and planters, but we found a way to expand the play area with only losing two trees that are not in great shape and relocating one. During the second community input meeting, 12 submissions that met the RFP criteria were shared for input. During the meeting, attendees were asked to share their first and second choices with comments on favorite aspects. This helped us to know what the top favorites were overall. Approximately 50 votes were collected between the afterschool program and night meeting. The vast majority of votes were from children. People took their time at the public meeting, with several people staying over an hour. A huge kudos goes out to the people who invested time in providing feedback.
- Review of the 12 options that met the criteria. Vendors were able to provide up to two options using their equipment. Gathered comments during the second community input meeting, so we were able to get a deeper feeling of what people liked in each design.
- Review of results. The top two designs had similar vote amounts, and then it dropped off fast. This helped us to understand what people liked.

Lovering – Each company proposed two?

Kelly – Not each company. It was their choice.

Lovering – The equipment company that provided designs 11 and 12 split the greatness of their designs to two votes.

Kelly – Burke is similar, too.

Kelly – Provided summary of voting results. The Little Tikes design has nine more components than the Miracle design. With a nine component difference, Little Tikes, the top vote winner, also offered the most play value. When we think of the number of children on the playground, we look at the quantity of play value and whole number of components

Kelly - Questions?

- None.

Kelly - Color was next thing we asked about during the second community input meeting. The top winners were blues and greens, and then some red. The favorite color options were applied to the Little Tikes equipment for the presentation tonight.

Lovering – In terms of color, when we did G.G. Rowell Park, which came back with some very positive strong remarks from the public, the adults really liked the fact that the color scheme appeared somewhat natural with a natural tone. He agrees with them.

Kelly – Of the two color scheme options, option one is closer to that. It reflects the nature aspect, and incorporates the people’s request for blue.

Lovering – What is the equipment in the lower corner near the child in a wheelchair?

Kelly – That is a transfer platform, which would allow him to transfer to the equipment and go down the slide.

Lovering – Xylophone? Musical equipment? How loud will that be?

McCarty – Not very loud.

Kelly – 30' is the recommended distance.

Lovering – The musical equipment won't blow in the wind? It is secured?

Kelly – Yes

Lovering – How tall is the tallest point?

Kelly – The highest deck is 14 feet tall. The actual roof is higher than that. That section is fully enclosed so there is no chance of falling from that deck. This particular design is a lot of fun for children. Kids sit up at the top and hang out. Kids enjoy being up high.

Herrara – How many kids can fit in that section?

Kelly – Approximately six. They can also hang out inside the angled piece leading up to that deck.

Herrara – This is the design that has monkey bars under the bridge, right?

Kelly – Yes

Herrara – How high is that?

Kelly – They are typically 84" off the ground. Taller than that is more challenging. There is a deck to climb to them.

Lovering – The equipment height is good for climbing. The monkey bars are good for upper body strength.

Tomacic – What is the height of our current equipment?

Kelly – Likely about 8 feet.

Board – Much taller.

Kelly – It will make a statement.

Lovering – Swing element?

Kelly – Same spot and same quantity.

Herrara – Same swing?

Kelly – Belt swings, tot swings, and one ADA swing.

Oraha – Do people want more swings?

Rimdzius – Yes. There is one more tot swing added in this design.

Lovering – Now the challenge. It is hard to ignore the feedback from the community. We're not 100 percent locked into their selection. This isn't my favorite design but it works and it seems clear from the community input, primarily from kids. We can follow this or go against their wishes.

Oraha – Are we going to look at design #2?

Kelly – Design two kept swings in same area. Pointed out equipment locations.

Lovering – Doesn't look as high.

Oraha – Which I like.

Herrara – We all have our own opinions about what we expected for Proesel Park. It is our main park that we want to showcase. People came in once, twice for a reason to ensure their input was heard. We should honor the majority of the votes for the children and adults. We just confirmed the adult votes were in line with the youth votes.

Lovering – Okay, so weigh heavily on that piece

Tomacic – We want to pick a wow/modern design with a "wow" factor. A lot of people come from other communities use this park, too.

Gratch – Some of those types of components were in the other parks. More free form use equipment.

Kelly – Net climbers?

Gratch – I see those in all sorts of parks. It feels like we are getting the same equipment on a larger scale of our other parks. I no longer have kids that use the parks. Not sure if those types of structures are used.

Herrara – Half domes or full domes made out of rope. Asked Michelle if she has any photos of them.

Lovering – We have the vote from the populous, which was pretty strong on number seven. Half of the Board seems in agreement.

Shaw – This is not the design I picked, but I would take design number seven.

Lovering - What was your first pick?

Shaw – Design number nine.

Lovering – I chose design number twelve.

Shaw – Twelve was my second choice.

Lovering – We got very good participation at the community meetings and should listen. There is nothing wrong with the options we have. If I was a child, I would like to play on the Little Tikes equipment to see if it was possible to climb to the top. I'm in agreement on number seven.

Oraha – When I was looking at the photos, I liked design number one because it looks more traditional. But looking at it closer, seven is a better choice and there is a lot to do.

Gratch – There are more decks in design seven.

Leberis – I like the look of design number one, but number seven has more to do.

Spino – Based on trying to make a splash – do you like design number seven?

Gratch – This looks like an expanded type of equipment we already have.

Leberis – Nothing new that has a wow factor.

Spino – Would you want more use of the land?

Gratch – More types of equipment, different from what we already have.

Spino – What you're talking about is of the options that the public had to look at? It's not a matter of more money to expand? It is what the community selected?

Leberis Hoping for a wow.

Tomacic – Right.

Lovering – Is it decision time?

B. Approval of a Resolution Authorizing the Purchase of Proesel Park Playground Equipment

On motion Tomacic/Oraha recommend approval of a Resolution to purchase playground equipment for the renovation of the Henry A. Proesel Park playground from Parkreation in the amount of \$96,910.36. 7-0, motion passed.

C. Approval of an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village of Lincolnwood

McCarty – The Village has donated equipment to Kids Around the World during past playground renovations. Donating the equipment saves the Village on the cost of removing the equipment, approximately three to five thousand dollars.

Lovering – How long until we take this out until the new equipment is ready?

McCarty – The goal is installation by end of April 2019.

Lovering – I would like to publicize this. Can we send out a flyer to kids who voted and didn't vote that shares the last day to play on this equipment. Do we know where the equipment will go?

McCarty – We don't know where it will go when removed. We find out later.

Lovering – We should hold a goodbye party. When will it be removed?

Rimdzius – At the beginning of March.

Lovering – Not the best weather, but it would be good to have a goodbye party.

On Motion Leberis/Tomacic recommend approval of an Ordinance authorizing the donation of Proesel Park playground equipment. 7-0, motion passed.

D. 2019 Meeting Dates

Lovering – Does 7 P.M still work for all? No motion needed.

CHAIRPERSON'S REPORT -

Lovering - The lighting ceremony was well attended.

McCarty/Spino – Yes, best attendance for this event.

Lovering – One recommendation – shorten the book read by library. People may not have been able to hear it.

McCarty – Maybe a poem next year.

Lovering – Maybe a little more active, too

Lovering – I also noticed the bridge is lit up for Hanukah. It looks great.

COMMISIONER'S REPORTS -

None

DIRECTOR'S REPORT -

McCarty – I would like to highlight a couple things in the staff report. Kudos to the staff on the first-ever Trunk or Treat event held on Halloween. We had nearly 1000 people. Thanks to Laura Tomacic for volunteering. This was our second largest event after turkey trot.

Tomacic – Everyone ran out of candy

Lovering – How was the cookie crumble?

Rimdzius – Ten people attended and decorated ten cookies each.

McCarty – Breakfast with Santa sold out again. Great job to the team. Final new event of the year is Noon Years Eve, which was planned for kids and families who might not be up until midnight. We will do a balloon drop at noon.

McCarty – This is the last meeting of 2018. Thank you all for support and have a great Holiday season.

STAFF REPORTS

A. SUPERINTENDENT OF PARKS AND RECREATION - RIMDZIUS

Rimdzius - Thank you for support of the Turkey Trot. I look forward to presenting more detail to the Board at a future meeting, likely in February. The Aquatic Center and Camp report are planned for the January Board Meeting.

B. RECREATION SUPERVISOR – ANTOSZ

As noted in report

C. RECREATION SUPERVISOR – LAZZARA

As noted in report

ADJOURNMENT

Meeting adjourned at 7:53 P.M.

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

Park and Recreation Board President:

Signature

Date



kids around the world

PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc., 4750 Hydraulic Rd. Rockford il. 61109 (here in referred to as “KIDS”) and The Village of Lincolnwood (hereafter referred to as “Donating Organization”).

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to Acquire as a donation, the below identified used playground equipment from the Donating Organization (hereafter referred to as the “Equipment”).

In consideration for the donation of the Equipment from the Donating Organization, KIDS agrees to the following:

DISCLAIMER: KIDS acknowledges and agrees that the Donating Organization is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof “as-is” and that the Donating Organization has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Donating Organization shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Donating Organization based on KIDS’ own judgment and the Donating Organization hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.

INSURANCE REQUIREMENTS: KIDS shall maintain insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

KIDS shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The Village of Lincolnwood shall be included as an additional insured under the CGL insurance form.

B. Business Auto Liability Insurance

If applicable, KIDS shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

C. Workers Compensation Insurance

Kids will maintain a worker's compensation insurance policy to cover all of the Kids employees with a minimum employer's liability limit of \$100,000 / \$500,000 / \$100,000.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to removal of the Equipment, KIDS shall furnish The Village of Lincolnwood with a certificate(s) of valid insurance meeting the above noted requirements.

The donated equipment included in this agreement includes Landscape Structures playground equipment from the Henry A. Proesel Park Playground, including but not limited to decks, posts, slides, play panels, and swings.

Representative of KIDS AROUND THE WORLD, INC.

Representative of the DONATING ORGANIZATION

DATE

DATE

Request For Board Action

REFERRED TO BOARD: December 18, 2018

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Economic Development Commission to Adopt a Resolution Supporting and Consenting to a Class 6B Property Tax Abatement Incentive for Lola Valentina at 6430 North Hamlin Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

LV Designs LLC (dba Lola Valentina) is seeking Village consent to a requested Class 6B Property Tax Abatement Incentive from Cook County for the property at 6430 North Hamlin Avenue. Lola Valentina is a custom design company which provides branded items (such as porcelain plates, placemats, and table linens) for event spaces. Their customers are typically event designers, wedding planners, and corporate and hotel event coordinators. The company is currently based in a small industrial building, designed for start-up companies in Evanston, and is interested in relocating their business to the Hamlin Avenue location. The company is considering purchasing the vacant 9,640-square-foot property on Hamlin Avenue to utilize for all facets of their business; from office space to a printing plant, a photo studio, and packaging and shipping facility for their products. Their current space in Evanston primarily houses an office, but the proposed relocation to Lincolnwood would allow them to undertake the printing and warehouse/distribution functions on-site. The proposed Lincolnwood location is in the Devon-Lincoln TIF District.



Front Façade, 6430 N. Hamlin Avenue



Aerial View of 6430 N. Hamlin Avenue

Background

As the Village Board may recall, this same property was recommended by the EDC for a 6B Property Tax Abatement incentive for the proposed *Greener Cleaner*, an environmentally-friendly dry cleaner, in June of this year. That recommendation was subsequently approved by the Village Board in July. The next step would have been submittal to Cook County of the application and Village Resolution Consenting to

the tax abatement. However, the Greener Cleaner did not follow through and purchase the property, or continue with their County application, which is no longer valid.

Class 6B Property Tax Abatement Program & Request:

The Cook County Real Property Assessment Classification Ordinance, approved over 30 years ago, established a series of incentives to encourage redevelopment of vacant and abandoned buildings. The 6B Incentive is a Property Tax Abatement specifically intended to *"encourage industrial development throughout Cook County by offering a real estate tax incentive for the . . . industrial reutilization of abandoned buildings. The goal of 6B is to attract new industry, stimulate expansion and . . . increase employment opportunities."* This Incentive is available for the reutilization of buildings deemed "abandoned", which the County defines as having been vacant for at least 24 continuous months. Such buildings, if approved for a Class 6B Incentive, would be assessed at 10 percent of Fair Market Value for ten years, 15 percent for the eleventh year, and 20 percent for the twelfth year. Without an incentive, industrial property would typically be assessed at 25 percent of its Fair Market Value.

Lola Valentina seeks a Class 6B Incentive on the basis of re-occupancy of a property that has been vacant for over 24 months (deemed "abandoned", as defined by Cook County). Staff's review of the information submitted by the Applicant, as well as a review of our records (Business Licenses, Water consumption) and first-hand knowledge of the building's vacancy via building inspections in 2015 and 2016, confirm the property's eligibility. Attached is the Petitioner's proposed Cook County application for the Class 6B Incentive request, as well as the Village's Application for Economic Incentive and related supporting documents.

Municipal Consent Requirements:

For the County to consider granting Lola Valentina's Class 6B Incentive request, the Village must consent to that request. In consenting, the Village must expressly state that it *"supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property."* Further, the Village must be satisfied that the real estate is eligible for Class 6B status under the following conditions (the Petitioner's attached submittal packet provides their responses to how their Application meets these conditions):

- **Used primarily for "Industrial Purposes"** - The County Assessor's office has confirmed the proposed use meets the County's definition and is eligible for a Class 6B Property Tax Abatement Incentive, per this condition; and
- **Has either (a) new construction, (b) substantial rehabilitation or (c) substantial re-occupancy of "abandoned" property** - The Petitioner states that the proposal is for substantial re-occupancy of an "abandoned" building, which is defined by the County specifically as follows: *"Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest."* Information prepared by the Applicant and compiled by staff supports the Petitioner's assertion that this condition is met.

Past Cook County Incentive Requests:

The Village has not had a long history of Petitioners seeking Consent to a Cook County Property Tax Abatement Incentive request. Here is a list of the five that have been requested, all of which the Village consented to:

1. Hamoon LLC, 3730 West Morse Avenue in 2005 (6B Tax Abatement);
2. Z Bakery, 3665 West Lunt Avenue in 2013 (6B Tax Abatement);
3. R&R Global, 6850 North McCormick Boulevard in 2015 (7B Tax Abatement);
4. Aperion Care, 4655 West Chase Avenue in 2015 (7C Tax Abatement); and
5. Greener Cleaner, 4630 North Hamlin Avenue in 2018 (6B Tax Abatement) **Application no longer valid*

Staff has confirmed with the County that these property tax abatements do run with the land and would continue to be applied to the property even if the ownership changes.

Village Policy on Tax Abatements & TIF's:

The Village Board should be aware that in 2000 a policy (see attached memorandum) was approved recommending against providing Village consent to tax abatements requested in the Village's TIF Districts. However, it should also be noted that all four Property Tax Abatement Incentive requests (including 3730 West Morse Avenue, 3665 West Lunt Avenue, 6850 North McCormick Boulevard and the previous request at 6430 North Hamlin Avenue) in TIF Districts have been approved since that time. In addition, two of those properties (3665 West Lunt Avenue and 6850 North McCormick Boulevard), are significantly larger than the proposal on Hamlin Avenue, and would have a much greater tax impact on their TIF than this proposal.

EDC Deliberations:

At its November 28, 2018 meeting, the Economic Development Commission considered the requested Class 6B incentive. The EDC discussed the proposed exterior improvements to the property, including updated landscaping. Staff noted the Petitioner's application showed replacement of the existing dated landscaping with a new hardscape design. Staff further noted that it is typically the Village's policy to increase green space, not decrease it. The owner of Lola Valentina stated that they had decided to design the exterior landscape with plant material, rather than hardscape, and she provided examples of the plant material she is proposing to install in place of the existing older landscape design. The EDC also discussed whether or not the stipulation placed on the previous applicant for a 6B incentive at this location, related to a minimum \$10,000 investment in exterior improvements, should also be required for this applicant. There was a consensus that the same stipulation should apply here.

The EDC further inquired as to the operations of the business at this location. The applicant noted that the company currently has three employees at their start-up location in Evanston and will grow to five employees for additional manufacturing and logistics, upon relocation to Lincolnwood. They expect to grow further after the initial employment boost, as the company ramps-up. The EDC noted that unlike the previous non-sales-tax-generating business approved for a Class 6B incentive on this property, this business will generate some sales tax, as the textiles generated at this location will be sold to customers.

Finally, the EDC indicated that the previous requirement that the applicant agree to a covenant, which would limit the Village's Consent to this particular business only so as to limit its transferability, should continue to apply here. It was the consensus of the EDC that while the Village should keep the option of a 6B incentive open for the future, should there again be a long-term vacancy here, there should not be an ability for a property owner to gain value by "selling" this incentive to another subsequent owner. The applicant was amenable to such a Covenant.

After further discussion, the EDC unanimously recommended the Village support and consent to a Class 6B Property Tax Abatement Incentive for Lola Valentina, at 6430 North Hamlin Avenue, as it is the EDC's opinion that these incentives are necessary for development to occur on the subject property. This positive recommendation is subject to the following conditions:

- 1) Applicant to enter into a Covenant, similar to the one approved as part of the Village's previous Consent to a 6B request for The Greener Cleaner on this same property, this past summer. (*This Covenant is attached, and is incorporated into the Draft Resolution*); and
- 2) Applicant agrees to delivery of a comprehensive exterior phased design plan to reposition and improve the public-facing building elevation and provide an updated landscape design and plant material in the front landscaping, at a value no less than \$10,000. (*This is incorporated into the Draft Resolution*).

FINANCIAL IMPACT:

Anticipated reduction in property taxes to the Village and the Devon-Lincoln TIF District of approximately half of current revenues for this property (based upon a 30 percent increase in Assessed Value with the sale of the property and an assessment of 40 percent of that value with the 6B incentive applied). For the Village, this would be an approximate reduction annually of \$1,400 and for the TIF it would represent an approximate \$2,300 reduction annually.

DOCUMENTS ATTACHED:

1. Proposed Resolution and Covenant
2. Cook County Class 6B Incentive Eligibility Bulletin
3. Supplemental Class 6B Program Information (prepared by staff)
4. Lola Valentina Incentive Request Submittal
5. November 28, 2018 EDC Meeting Minutes (Draft)
6. November 28, 2018 EDC Staff Report
7. 2000 Policy on Tax Abatement Requests in TIF Districts

RECOMMENDED MOTION:

Move to approve a Resolution supporting and consenting to a Class 6B Property Tax Abatement Incentive for Lola Valentina at 6430 North Hamlin Avenue.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION SUPPORTING AND CONSENTING TO APPROVAL OF
CLASS 6B CLASSIFICATION FOR THE PROPERTY
LOCATED AT 6430 NORTH HAMLIN AVENUE**

WHEREAS, LV Designs, LLC d/b/a Lola Valentina is the contract purchaser (“*Applicant*”) of the property commonly known as 6430 North Hamlin Avenue in the Village (“*Property*”); and

WHEREAS, the Property is currently improved with an approximately 9,640-square foot building, which has been vacant and unused since the end of 2014; and

WHEREAS, the Property constitutes “abandoned property” pursuant to Section 74-62(b) of the Cook County Real Property Assessment Classification Ordinance (“*County Classification Ordinance*”); and

WHEREAS, the Applicant desires to operate a custom event design business, which will include custom printing, dye sublimation, and packaging and shipping services on the Property; and

WHEREAS, pursuant to the County Classification Ordinance, abandoned property may be classified as Class 6b, which permits the temporary reduction of property taxes in order to promote the rehabilitation and reuse of abandoned property located in Cook County; and

WHEREAS, the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 6b classification of the Property; and

WHEREAS, pursuant to Section 74-63(7)(a) of the County Classification Ordinance, the Property may not be classified as Class 6b except upon approval by the Village President and Board of Trustees of an ordinance or resolution supporting and consenting to such classification; and

WHEREAS, at its regular meeting on November 28, 2018, the Village of Lincolnwood Economic Development Commission (“*EDC*”) considered the Applicant’s request for Village support of Class 6b classification of the Property; and

WHEREAS, on November 28, 2018, the EDC voted to recommend that the Village President and Board of Trustees support and consent to the Class 6b classification of the Property; and

WHEREAS, the Village President and Board of Trustees have reviewed the recommendations of the EDC, and have determined that: (i) the incentive provided by Class 6b classification is necessary for development to occur on the Property; and (ii) the renovation and re-occupancy of the Property will generate significant new revenues in the form of additional state and federal income tax and local real estate and other taxes; and

WHEREAS, the Village President and Board and Trustees have determined that the approval of this Resolution 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. DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The Village President and Board of Trustees hereby find and determine that: (a) the Property constitutes “abandoned property” eligible for the Class 6b classification under the County Classification Ordinance; and (b) Class 6b classification of the Property is necessary for development to occur on the Property.

SECTION 3. SUPPORT AND CONSENT TO CLASS 6B CLASSIFICATION. Pursuant to the County Classification Ordinance, the President and Board of Trustees hereby approve, consent to, and support the classification of the Property as Class 6b property, subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to applicable law, the support and consent set forth in Section 3 of this Resolution is hereby expressly subject to, and contingent upon, each and all of the following conditions:

- A. Installation of Elevation and Landscaping Improvements. The Applicant must install facade improvements for the east-facing elevation of the existing building and landscaping improvements on the Property, which improvements: (1) must be installed pursuant to a comprehensive design plan to be approved in advance by the Village Director of Community Development; and (2) cost not less than \$10,000.00.
- B. Restrictive Covenant. Prior to the issuance by the Village of a building permit for the Property, the Applicant must record against the Property, in the office of the Cook County Recorder of Deeds, a restrictive covenant in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 5. DELIVERY. The Village Clerk is hereby directed to transmit an executed and sealed copy of this Resolution to the Applicant. The Applicant is responsible for filing such copy with the Office of the Assessor.

SECTION 6. REPEALER. Resolution No. R2018-2069, adopted by the Village Board of Trustees on July 17, 2018, is hereby repealed in its entirety and is of no further force or effect.

SECTION 7. 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

RESTRICTIVE COVENANT

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING RETURN TO:

Steven M. Elrod
Holland & Knight LLP
131 S. Dearborn, 30th Fl.
Chicago, Illinois 60603

For Recorder's Use Only

Restrictive Covenant

(6430 North Hamlin Avenue, Lincolnwood, Illinois)

THIS RESTRICTIVE COVENANT ("**Restrictive Covenant**") is made this ___ day of _____, 2018, by **LV DESIGNS, LLC d/b/a LOLA VALENTINA** ("**Owner**"), the owner of record title to the parcel of real estate commonly known as 6430 North Hamlin Avenue, Lincolnwood, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Restrictive Covenant ("**Property**").

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and will be held, transferred, sold, conveyed, used, and occupied subject to the covenants set forth in this Restrictive Covenant, which covenants are for the purpose of protecting the value and desirability of the Property and other properties in the Village of Lincolnwood ("**Village**").

SECTION 1. BACKGROUND.

A. The Property is currently improved with an approximately 9,640-square foot building, which has been vacant and unused since the end of 2014; and

B. The Property constitutes "abandoned property" pursuant to Section 74-62(b) of the Cook County Real Property Assessment Classification Ordinance ("**County Classification Ordinance**"); and

C. The Owner intends to invest over \$220,000 to rehabilitate the Property in order to occupy it for operation of a custom event design business.

D. The Owner intends to file an application for a Class 6b property tax classification ("**Class 6b Classification**") with the Office of the Assessor of Cook County under the County Classification Ordinance ("**Application**"). If approved, the Class 6b Classification will reduce the property tax assessment for qualifying industrial buildings during a 12-year

period ("**Class 6b Schedule**").

E. Cook County's Class 6b Classification approval process allows for the consideration by the Village of a resolution supporting and consenting to the Application.

F. On December 18, 2018, the Village President and Board of Trustees adopted Resolution No. **[INSERT]**, supporting and consenting to the Owner's Application, subject to certain conditions ("**Consent Resolution**").

G. Pursuant to Section 4.B of the Consent Resolution, the support and consent of the Village to the Application is conditioned in part upon the execution and recordation by the Owner of this Restrictive Covenant against the Property.

H. In consideration of the Village's support and consent to the Application, and as required by Section 4.B of the Consent Resolution, the Owner desires to restrict the use of the Property in the manner, and to the extent, expressly set forth in this Restrictive Covenant.

SECTION 2. COVENANT TO COMPLY WITH VILLAGE CONDITIONS OF CONSENT AND APPROVAL.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or other applicable law, the Owner hereby covenants and agrees to satisfy and comply with each of the following conditions, restrictions and provisions:

A. Prior to submitting an "Incentive Appeal Form - Real Estate Assessed Valuation Appeal" for the Class 6b Classification to the Cook County Assessor's Office, the Owner shall deliver to the Village Manager written evidence demonstrating that the Owner has a minimum of \$220,000 in real property capital improvements underway or completed on the Property.

B. During the term of this Restrictive Covenant, the Property shall be used solely as a custom event design business operated by the Owner or its successors.

C. Except as provided in Section 5 below, during the term of this Restrictive Covenant, the Owner shall not file a property tax protest with Cook County that would result in the Property being assigned a property value less than the fair market value established for the first year of the Class 6b Schedule, as established pursuant to a final, non-appealable determination under any appeals process that the Owner may elect to take during the first year of the Class 6b Schedule.

D. The Property shall be developed, operated, and maintained at all times in compliance with the applicable codes and ordinances of the Village.

SECTION 3. NO RENEWAL OBLIGATION.

The Owner acknowledges and agrees that the Village shall have no obligation to support or consent to the extension or renewal of the Class 6b Classification beyond the original Class 6b Schedule.

SECTION 4. VILLAGE'S REMEDIES.

The Owner recognizes and agrees that the Village has a valid interest in ensuring that the restrictions, covenants, and agreements in this Restrictive Covenant are properly performed. Upon receiving notice from the Village of the Owner's noncompliance with any of the conditions set forth in Section 2 above, the Owner shall have 30 days to remedy the noncompliance to the satisfaction of the Village, as determined in the sole discretion of the Village Manager. If the Owner fails to remedy the noncompliance within the 30 days, the Village's Board of Trustees shall have the right, but not the obligation, as the Village's sole remedy, to adopt a resolution withdrawing its consent to the Class 6b Classification for the Property and to direct the Village Manager to deliver a copy of such resolution to the Office of the Cook County Assessor. In the event the Board of Trustees adopts such a resolution, the Owner (a) shall, and does hereby, consent to the Cook County Assessor removing the Class 6b Classification for the Property, and (b) shall deliver such notifications to the Cook County Assessor's Office, and take such other actions as the Village Attorney deems necessary and appropriate to cause the Cook County Assessor to remove the Class 6b Classification.

SECTION 5. OWNER'S RIGHT TO PURSUE PROPERTY TAX RELIEF.

Nothing herein shall prevent the Owner from seeking property tax relief in the event the Property is rendered partially or fully unusable due to casualty.

SECTION 6. NATURE AND SURVIVAL OF OBLIGATIONS.

The restrictions imposed by this Restrictive Covenant are restrictions running with the land and are binding upon and inure to the benefit of the Owner and its heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them to the extent provided in this Restrictive Covenant. If any of the privileges or rights created by this Restrictive Covenant would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

SECTION 7. TERM.

This Restrictive Covenant shall be effective from its Effective Date through and until such time as the Property is no longer subject to the Class 6b Classification.

SECTION 8. GENERAL PROVISIONS

A. Notices. All notices required to be served by this Restrictive Covenant must be served in writing and will be deemed to be served when delivered personally or three business days following deposit, by certified or registered mail, return receipt requested, in the United States mail, postage prepaid, at the common address for the Property.

B. Recordation. The Restrictive Covenant is to be recorded in the Office of the Cook County Recorder, and all leases, contracts, and deeds of conveyance relating to the Property, or any thereof, are subject to the provisions of this Restrictive Covenant.

C. Non-Waiver. The Village is under no obligation to exercise any of the rights granted to it in this Restrictive Covenant except as it determines to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights is not to be deemed or construed as a waiver thereof, nor will such failure void or affect the Village's right to enforce such rights or any other rights.

D. Amendments and Modifications. This Restrictive Covenant may not be amended, modified, released or annulled except upon the express, prior written approval of the Village, and only by an instrument signed by all owners or the Property or any portion thereof at that time.

E. No Third Party Beneficiaries. No claim as a third-party beneficiary under this Restrictive Covenant by any person may be made, or will be valid, against the Village or the Owner.

F. Severability. If any provisions of this Restrictive covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant will not be affected, impaired, or invalidated thereby, but are to remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant will not affect the enforceability of that provision in any other situation.

G. Authorization. Each of the persons signing this Restrictive Covenant hereby warrant and represent that he or she had the full and complete right, power, and authority to execute this Restrictive Covenant on behalf of the Owner and to agree to the terms, provisions, and conditions set forth in this Restrictive Covenant.

IN WITNESS WHEREOF, the Owner has executed this Restrictive Covenant as of the date first above written.

LV DESIGNS, LLC d/b/a LOLA VALENTINA

ATTEST:

By: _____

By: _____

Its: _____

Its: _____



CLASS 6B ELIGIBILITY BULLETIN

Cook County Living Wage Ordinance

Please be **advised** that every applicant for this incentive will be required to provide an affidavit to the Assessor's Office to confirm compliance with the Cook County Living Wage Ordinance. The Cook County Assessor will not grant any request for incentive classification until it receives the required affidavit.

Incentive Benefits

The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6b is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities.

Under the incentive provided by Class 6b, qualifying industrial real estate would be eligible for the Class 6b level of assessment from the date that new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Where buildings or other structures qualify for the incentive as new construction or as abandoned property as defined below, the reduced level of assessment under Class 6b will apply to those structures in their entirety as well as to the land upon which they are situated. Where there is substantial rehabilitation of an existing structure which has not been abandoned, the reduced incentive level of assessment is applicable to the additional market value attributable to the rehabilitation, including qualified land related to the rehabilitation. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

Eligibility Requirements

Real estate is eligible for Class 6b status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

The following definitions, as set forth in the Cook County Real Property Assessment Classification Ordinance, pertain to the Class 6b incentive provision:

Industrial purposes: "Any real estate used primarily in manufacturing ... or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation or storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing."

Manufacturing: "The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations and including research and development associated with the production of goods."

Abandoned property: "Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this definition shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for the purpose of Class 6b."

The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.

What Must Be Filed

An applicant seeking the reclassification of real estate to Class 6b is required to file a "Class 6b Eligibility Application" with the Office of the Assessor. At the time of filing the application, a filing fee of \$500.00 must be paid. In addition, an applicant may submit, at the same time, a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) expressly stating that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property. If the resolution is not filed at the time the Eligibility Application is submitted to the Assessor, the applicant must file, at that time, a letter from the municipality or the County Board confirming that a resolution or ordinance supporting the incentive has been requested. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must also file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested.

Should the municipality or the County Board, at a later date, deny the applicant's request for a resolution or ordinance, whether or not construction or re-occupancy has begun, the applicant will be deemed ineligible for reclassification to Class 6b. Any information that is not known or any supporting documents that are not available at the time of the initial filing must be submitted as a supplement to the Application.

After the construction or re-occupancy has taken place, an applicant must also file an "Incentives Appeal Form" requesting that the real estate be reclassified to Class 6b. At the time of filing the appeal, an appeal fee of \$100.00 must be paid. If a resolution from the municipality where the property is located, or the Cook County Board of Commissioners if located in an unincorporated area, was not filed with the Eligibility Application, the applicant must file a certified copy of the resolution or ordinance supporting the incentive at this time. No final action on a request for reclassification to Class 6b will be taken until an Appeal and an Eligibility Application, along with the required documentation as described therein, are completed and filed with the Office of the Assessor.

In addition, during the term of the incentive, the Class 6b recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class 6b site. The Assessor will mail Class 6b recipients the affidavit forms at the time of their triennial reassessments. The affidavit must be signed, notarized and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.

Time for Filing

The Eligibility Application along with the appropriate resolution or letter confirming that a resolution has been requested *must be filed* with the Assessor *prior to*, but no earlier than one year before, *commencement of new construction* (excluding demolition, if any) *or substantial rehabilitation*. With respect to abandoned property, the eligibility application must be made to the Assessor ***prior to the commencement of the reoccupation of the vacant and unused property.***

Where reoccupation of "abandoned" property and subsequent substantial rehabilitation is planned, a single Eligibility Application and resolution, ordinance, or letter confirming that a resolution has been requested, may be filed for both situations, provided that the Application is filed prior to the commencement of reoccupation and such rehabilitation.

To finalize the classification change, a "Real Estate Assessed Valuation Appeal" must be filed after the construction or re-occupancy has taken place. In instances where a certified copy of an ordinance or resolution expressly stating that the municipality or County Board supports and consents to filing of a Class 6b Application has not yet been filed, it must be filed at this time. For the purpose of certifying final assessments on a timely basis to the Board of Appeals, deadlines for filing Appeals are established on a township basis. Check with the Office of the Assessor to determine when the deadline occurs for a particular township.

The 6b classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level, by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located, or by the County Board, if located in an unincorporated area of Cook County, expressly stating that it supports and consents to the renewal of the Class 6b incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor's Office to the Cook County Board. The owners must notify the Assessor's Office of their intent to request renewal at the time they request a resolution or ordinance agreeing to the renewal from the municipality or County Board. The number of renewal period requests is not limited.

Questions regarding Class 6b may be directed to the Development Incentives Department of the Office of the Cook County Assessor, Room 301, 118 North Clark Street, Chicago, Illinois 60602, (312) 603-7529.



MEMORANDUM

TO: Chair and Members
Economic Development Commission

FROM: Steve McNellis
Community Development Director

DATE: June 27, 2018

SUBJECT: **Cook County Class 6b Property Tax Abatement Incentive – Supplemental Program Information**

This summary of the Cook County Class 6B Property Tax Rebate Incentive program is provided to help further explain the nuances of the program, and how it works under certain scenarios. Staff is providing this information in response to requests from EDC members for clarification on materials contained in the packet. The information contained herein has been provided to staff through a phone conversation with a Program Administrator at the Cook County Assessor's Office:

From the County's point-of-view, the goal of the program is to place abandoned industrial properties back on the tax rolls. The idea is that lowering vacancy benefits other surrounding properties, as the perception that an area is declining or that there is a lack of investment in an area disappears over time. In the end, other properties will begin being re-utilized, without the need for incentives. In order to further this process, the County has been slowly loosening restrictions in an effort to bring more properties into the program.

The County relies on municipalities to determine the appropriate focus for those industrial properties in their boundaries that should receive incentives. In other words, if a community is focused on jobs, then that community should be supporting incentives for properties that create a certain amount or percentage of jobs. If the goal is to simply encourage as many properties as possible to end up back on the tax rolls or to spur redevelopment in an area and halt dis-investment, then the number of jobs may be less important than having a business occupy a vacant building. Ultimately, the municipalities control the process, since a denial of an incentive request by a community results in the property being ineligible for the incentive. In that case, the County will end the process for that application.

As far as the County's review, they are generally most concerned that the applicant meets the following eligibility requirements: 1) property vacant for 24 continuous months; 2) property used for industrial purposes; and 3) Municipality consents to the request. If those eligibility factors are met, it is rare that the county denies an application.

It is important to note that this incentive runs with the land, not the applicant. So, if a business leaves the property prior to the 12-year incentive window closing, a successor business will be entitled to continue on the same timetable as the previous business. In other words, if Company A leaves after 7 years (of a 12-year incentive), then Company B (as long as the company is industrial, and not commercial) would be able to continue under the same conditions, with an incentive that runs for a remaining 5 years. So, the clock does not re-start. There is no special application to be completed or approved for the successor business. Nor do the program requirements state that either the municipality or the County re-approve that use. If there should be a period of time between users in a building, the 12-year clock will continue to run, however, the property would revert back to its regular assessment (while vacant), but would simply be allowed a 25% discount for vacant properties. Importantly, this does not allow a property owner to leave a building vacant for years, still gaining the reduced assessment that was approved in the 6B program.

The County requires that every three years each property must file the attached "Triennial Affidavit for Incentive Properties," which details any changes on the property and allows the County to have an accurate database of when these properties change hands or uses. Generally, this document is intended to insure that the County has the most up to date information on who owns and occupies buildings that are in the program, and secondly, it permits the County to confirm the new business remains industrial. The number of jobs and the type of business are not reviewed in order to continue the incentive. In effect, the incentive continues automatically unless the new user is a non-industrial business or the property returns to being vacant.

Any caveats or conditions that the Village wishes to see associated with approval of the incentive must be undertaken via Covenant/Resolution at the Village level, as the County will not enforce such conditions. So, if the Village should seek a "clawback" (return) of funds received in this incentive if a business leaves before a certain period of time has elapsed, then that must be memorialized and enforced at the local level.

Any questions regarding the specifics of the program will be answered at Wednesday morning's EDC meeting, for which the applicant and his Attorney will be in attendance.



Much Shelist, P.C.
Attorneys at Law
191 N. Wacker Drive
Suite 1800
Chicago, IL 60606
312.521.2000
muchlaw.com

November 12, 2018

DIRECT DIAL:
312.521.2404
sdavid@muchshelist.com

VIA FEDERAL EXPRESS

Steve McNellis
Community Development Director
The Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

Re: Class 6b Incentive Request for the property located at 6430 North Hamlin Avenue, Lincolnwood, Illinois (the "**Property**")
Permanent Index No. : 10 35-325-033-0000

Dear Steve:

We represent LV Designs, LLC d/b/a Lola Valentina ("LV") and Doron Levy, as assignor to a to be formed Illinois limited liability company ("Buyer"). The Buyer has a forty-five day due diligence period to decide whether to purchase the Property. That decision to purchase is conditional on the Property being granted a resolution or ordinance from the Village of Lincolnwood in support of a Class 6b Incentive.

LV will occupy the Property and is in the business of providing custom designs for event space items such as porcelain plates, both plexiglas and wood placemats and table linens. Customers include event designers, wedding planners, floral designers, corporate event coordinators and hotel and venue coordinators. LV utilizes custom printing and dye sublimation. It is contemplated that the acquisition of the Property will lead to up to five (5) new full-time job opportunities within the first twelve (12) months and up to twenty five additional employees within the following three years.

The Property site consists of approximately 9,600 square feet and is improved with a single story brick warehouse building. The Property was last occupied by Master Home Products doing business as M H P International and has been vacant for approximately three years. A 6b incentive is necessary for redevelopment to occur and for the re-occupancy of the Property.

The 2017 real estate taxes for the Property were \$34,626, or approximately \$3.60 per square foot. No appeal was filed for 2017, but an appeal has been filed for 2018. The current assessment of 127,077 reflects a market value of \$508,000.

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member of

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Mr. Steve McNellis
Community Development Director
Page 2

The proposed purchase price is \$675,000. If the Property is assessed at the full purchase price at a Class 5 level of assessment, the real estate taxes would increase to \$45,981 ($675,000 \times 25\% = 168,750 \times 9.197\% \times 2.9627$). For a property of this type and quality, taxes of \$4.79 per square foot would be prohibitive to any business.

LV will require a Class 6b Tax Incentive in order to make the acquisition of the Property feasible. A tax incentive will allow LV to pay less in real estate taxes and allocate more dollars to its business and further local job opportunities. Moreover, the cost of making significant modifications to both the exterior and interior of the Property are expected to exceed \$220,000.

Specifically, as shown on the attached depictions, LV will be significantly improving the façade of the building, creating a beautiful showroom, renovation of bathrooms, office space and warehouse space, including floors and ceilings. In addition, a new HVAC system, fire alarm, security system and parking lot rehabilitation are planned.

I am enclosing the completed Village of Lincolnwood Application for Economic Incentive for your review. Please let me know if you need any other materials or information in order to proceed. We hope to present this matter at your next meeting scheduled for November 28, 2018. Thank you in advance for your assistance and cooperation in this matter.

Very truly yours,

Scott L. David

SLD:cil
Enclosures

cc: Ms. Valentina Fonseca Krug

Village of Lincolnwood Application for Economic Incentive

Applicant's Information

Legal Name of Applicant LV Designs, LLC, d/b/a Lola Valentina
Illinois Business Tax Number _____
Contact Person Valentina Fonseca Krug Title President
Current Address _____
Office Phone Number 773-216-9022 Fax Number _____
Alternate Phone Number (identify such as cell) _____
E-mail address Valentina@lola-valentina.com

If represented by Counsel or otherwise, identify by completing the following:

Name Scott L. David
Firm Much Shelist
Address 191 N. Wacker Drive, Suite 1800, Chicago, IL 60606
Office Phone Number 312-521-2404 Fax Number 312-521-2303
Alternate Phone number (identify such as cell) _____
E-mail address s david@muchlaw.com

Subject Property

Identify the location of the property in the Village which is the subject of this application

Address 6430 N. Hamlin
Property Identification Number(s) [(PIN(s))] 10-35-325-033-0000
Total Size of Property 9,600 square feet
Current Use vacant
Total Annual Property Taxes Paid (most recent) Amount \$34,626 (2017)
Is the Subject property currently owned by the Applicant Yes No
If yes, give date of purchase to be determined/under contract, contingent _____
If not, identify the current property owner:
Name 6420 Hamlin, LLC
Address 3700 Oakton Street, Skokie, IL 60076

Summary of Request

Summarize below the incentive amount requested, proposed terms of an agreement, such as the structure of payments and length. Identify proposed Village revenue sources for payment of the requested incentive and any sharing percentage. Attach further detail and revenue projections as necessary.

This request is for (mark one):

Sales Tax Rebate Property Tax Increment (TIF) Other (Identify) 6b

Total Dollar Amount of Assistance Requested: \$ _____

Proposed Village Revenue Source: _____

Proposed Period of Incentive: 12 years

Proposed Structure/Terms of Incentive (detail in space below):

Years 1-10 at 10% Level of Assessment

Year 11 at 15% Level of Assessment

Year 12 at 20% Level of Assessment

Project Summary

Identify and explain below, *ONLY in the space provided*, short answers. Provide additional/supplemental information and supporting documentation as an attachment to detail the request and support the applicant's claim.

Describe the Proposed Project and Nature of Request.

The business will relocate to Lincolnwood for the purpose of providing custom designs for event space items such as plates, placemats and linens. Printing and sublimation will be done on-site.

In order to utilize the building, approximately \$220,000 will be spent in improvements to both the exterior (facade and parking lot) and the interior (floors, ceilings, offices and bathrooms). In addition, systems such as HVAC will be replaced.

Applicant is requesting support of the Village for a Class 6b Tax incentive to reduce the real estate tax obligation on the Property which will allow the substantial investment in the property and reoccupancy of a long-vacant property.

What is the total private investment proposed for this project? \$ Approximately \$220,000

Identify and provide a breakdown by major category of this investment amount.

See attached exhibit.

Are there extraordinary cost(s) involved in the proposed project? Yes No

If yes, list and identify amounts and why they are considered extraordinary project costs.

Spending approximately \$220,000 for rehabilitation on a purchase price of \$675,000 could be considered extraordinary.

Has the applicant requested or received any other governmental assistance related to this proposed project? If yes, identify and explain below. Yes No

But may apply for facade rebate.

Has the applicant ever requested or received an economic incentive from the Village? Yes No

If yes, identify below.

Is zoning approval required for this project? Yes No

If yes, identify and provide status.

Project Summary (continued)

Identify and explain below, *ONLY in the space provided*, short answers. Provide additional/supplemental information and supporting documentation as an attachment to detail the request and support the applicant's claim.

Indicate/explain how the requested incentive structure and amount was determined.

The 6b program lasts for twelve (12) years with a 10% level of assessment for the first ten years.

Explain why Village economic assistance is necessary and requested for this project.

The 2017 real estate taxes are \$3.60 per square foot. Real estate taxes may further increase due to improvements being made to the property. In order to invest \$220,000 to improve the property and start a new business, the incentive will better allow the business to cash flow during the essential start up period by reducing one of the major expenses.

Will this project proceed without the assistance requested being granted? Yes No

Explain in the space below.

The Buyer's purchase is conditional on approval of all aspects of the property, including obtaining a 6b tax incentive, within the due diligence period.

Identify the benefits that will accrue to the Village as a result of this proposed project.

1. Significant investment in and beautification of an old industrial building including facade.
2. Occupancy of a property that has remained vacant for three (3) years.
3. Addition of new business in the community.
4. Additional employment opportunities.
5. Employees utilizing Lincolnwood restaurants and retail stores.

Additional Information

In the space provided below, highlight and summarize any other pertinent information you believe is important in the consideration of this request.

The 2017 real estate taxes were not based on vacancy relief. However, a 2018 tax appeal is pending which presumably is based on total vacancy. With 100% vacancy, we believe that the assessment would be reduced from 127,077 to 42,074. At a purchase price of \$675,000 and a 6b level of assessment of 10%, the tax assessment would be 67,500. Accordingly, the property with a 6b will full occupancy will result in 60% more tax revenue than a vacant building with 100% vacancy relief.

Note to Applicant: This application form is intended only to highlight and summarize your request for an economic incentive. Attach additional explanation or detail regarding the proposal and request as necessary. Depending on the nature of the request, documentation such as revenue projections, site plans, experience of the applicant, project timetable, pro forma, etc. will be necessary.

Acknowledgement by Applicant

Pursuant to Ordinance 2003-2625, an applicant for an economic incentive is required to reimburse the Village at a rate of 115% of any and all actual out-of-pocket costs incurred by the Village in the review of this application. Generally these costs are for Village fiscal and legal review of the request and any miscellaneous expenses. Applicant understands that after initial consideration of this application by the Economic Development Commission, an Application Deposit in the amount of \$3,000 shall be due and must be tendered to the Village for further consideration of this application. This initial deposit shall be held in a non-interest bearing account to reimburse the Village, pursuant to this Ordinance, its out-of-pocket costs in the review of this application. Subsequent deposits by the applicant may be required depending on the nature, length and complexity of the review. A complete accounting of all out-of-pocket review costs shall be provided to the applicant. The applicant is further advised that should the Village Board authorize the preparation of an incentive agreement with the applicant, an additional deposit of \$10,000 or 1% of the incentive amount, whichever is greater, shall be required prior to development of such an agreement. **THE FILING OF THIS APPLICATION FORM WITH THE VILLAGE AND THE PAYMENT OF ANY FEES REQUIRED HEREUNDER DOES NOT CONSTITUTE A RECOMMENDATION IN FAVOR OF THE INCENTIVE PROPOSAL HEREIN NOR VILLAGE BOARD APPROVAL OF APPLICANT'S REQUEST FOR AN INCENTIVE, NOR DOES IT GUARANTEE RECOMMENDATION OR APPROVAL OF THE SAME BY EITHER PUBLIC BODY.**

Applicant's Name LV Designs, LLC Title President

Signature  Date November 13, 2018

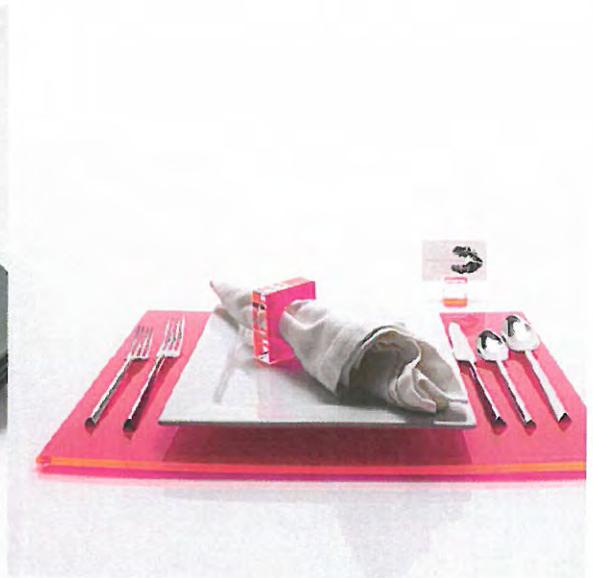
Va le nti na FO ns ec a Kr ug⁴

LOLA VALENTINA

Lola Valentina is a design brand dedicated to upholding a standard for sophistication, edginess and composure. Our technique is geared towards developing fun and innovative visuals, all-the-while, incorporating our love for texture, natural elements and architecture. Lola V's exclusive patterns and custom work will be print to order and can be rented and adapted onto multiple surfaces creating a unique addition to any event space. Our aim is to submerge you in our reality in hopes of intriguing your senses and moving your spirit with each and every design.

LOLA VALENTINA

Our designs are exclusively printed on porcelain plates, plexiglass placemats, wood placemats, and table linen.



LOLA VALENTINA

OUR CLIENTS

- Event Designers
- Wedding Planners
- Floral Designers
- Corporate Event Coordinators
- Hotels and Venue Coordinators

TYPES OF EVENTS

- Weddings (250K +)
- Corporate Events (Google, Amazon, Microsoft)
- Social Events (Super Bowl, Concerts, Movie premiers, Music Festivals, Fashion Week)
- Galas (Met Gala, Oscar, Grammys, Governor's Ball)
- Charity Events (No Kid Hungry, Wish upon a wedding, Chrystal Ball, Lyric Opera Gala)

OUR PRINTING PROCESS

- All Prints and Patterns will be designed in house through photography, drawings, paintings and graphic design.
- Our Table linens will be printed/sewn/Shipped by our vendor in New Jersey (A-1 table Cloths)
- Our Placemats (wood/plexiglass) will be printed in house with UV Printer
- Procelain Plates will be printed in house though a dye sublimation paper and heatpress process



Mimaki



LOLA VALENTINA



Mimaki

JFx200-2513 Flatbed UV-LED Printer

- Print Size: Landscaped-oriented 4'x8' or variety of smaller cut pieces. up to 2" thick.
- Speed: (8) 4'x8' per hour
- Dimensions: 173.2"W x 96.4"D x 49.2"H
- Weight: 1389 Lbs



TS300p-1800 Dye-Sublimation Printer

- Print Size: 76.3: wide
- Speed: 4-color (1,238 sqft/hr) 6-color (700sqft/hr)
- Dimensions: 126"W x 33.4" D x 73"H
- Weight: 469.5 Lbs

WAREHOUSE

- 6430 N. Hamlin Ave. Lincolnwood IL 60070
- Innovative Office Space (5+ employees 1st year, 25+ in the next 3 years)
- Photo Studio (Professional cameras, Lighting, backdrops, styled rooms)
- Printing (We will have our two printers in the warehouse and print our plates and placemats)
- Packaging and Shipping
- Delivery Trucks (1 truck that will deliver our items in the chicagoland area)



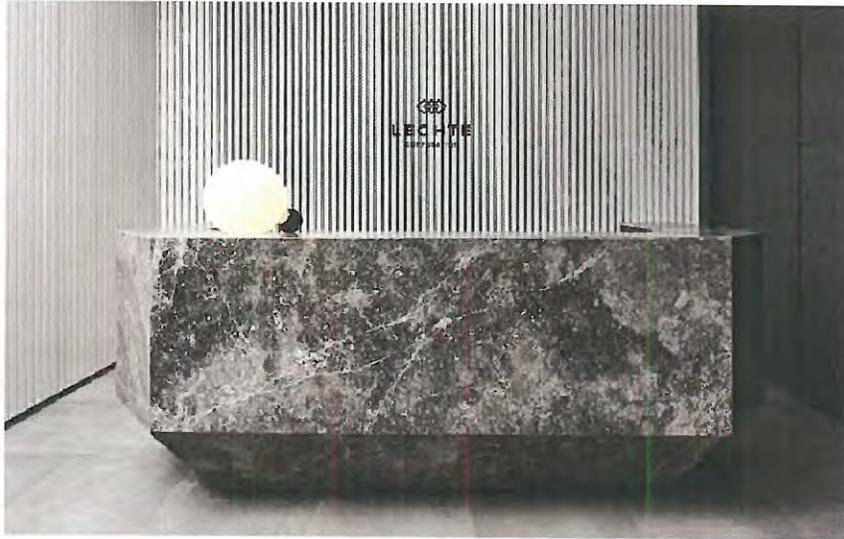
WAREHOUSE



Front warehouse

- Front bricks paint job (\$5,000)
- eliminating bushes and grass (\$1,000)
- Pebble rocks(\$1,700)
- Some planters and a few plants (\$750)
- New entrance door (\$5,000)
- Signage (\$500)

OFFICE SPACE AND WAREHOUSE



Office Space investment 150K

- Bathroom Renovations (3) (\$25,000)
- Remove small offices
- New Kitchen/lunch space(\$40,000)
- Carpet removal
- Polish and paint floors (\$10,000)
- Remove all ceiling tiles
- Paint ceiling and walls (\$10,000)
- Front Desk area (\$10,000)
- New Hvac (\$20,000)
- Parking lot rehabit (\$10,000)
- Fire Alarm System (\$20,000)
- Security Alarm System (\$15,000)
- New Furniture (\$46,000)

Total Warehouse Investment \$220,000

OFFICE SPACE

The Office space will be innovative and with an open concept.
We want to create a space that will allow open communication as
well as nurturing creativity.



LOLA VALENTINA

ABOUT THE FOUNDER

Founder-Valentina, a Chilean Native, attributes her success in the event industry to her longtime curiosity for culture and design. Her need in this form of artistic exploration has led her to travel nationally to design custom couture and textile pieces for the event world. Having eight years of experience in the industry, as well as, a Business Degree and an Architectural background, she has found a way to collaborate all her skills and hone them into her designs in hopes of revolutionizing the industry with her own unique concepts and visuals.

EXHIBIT LIST

EXHIBIT A	Identification of Persons Having an Interest in the Property
EXHIBIT B	Updated Brochure
EXHIBIT C	2018 Year-to-Date Vacancy Affidavit
EXHIBIT D	Pro Forma Income and Expense Statement for Lola Valentina
EXHIBIT E	Purchase Documents
EXHIBIT F	2017 Second Installment Property tax Bill
EXHIBIT G	Real Estate Tax Analysis – Potential Impact of 6B Incentive on Subject Property
EXHIBIT H	Completed Class 6B Eligibility Application
EXHIBIT I	Eligibility Requirements

EXHIBIT A

EXHIBIT A

See attached Articles of Organization for Bet Anat LLC an Illinois limited liability company, the member of which are Doron Levy and Lorena Krug.

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # **07377088**

Secretary of State **Jesse White**
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$150

Approved By: TLB

FILED

NOV 09 2018

Jesse White
Secretary of State

1. Limited Liability Company Name: BET ANAT LLC

2. Address of Principal Place of Business where records of the company will be kept:
6430 HAMLIN

LINCOLNWOOD, IL 60712

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

SREJOVIC ACCOUNTING SERVICES LTD
2340 S RIVER RD STE 208
DES PLAINES, IL 60018-3223

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

LEVY, DORON
6430 HAMLIN
LINCOLNWOOD, IL 60712

KRUG, LORENA I
6430 HAMLIN
LINCOLNWOOD, IL 60712

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: NOVEMBER 09, 2018

DORON LEVY
6430 HAMLIN
LINCOLNWOOD, IL 60712

EXHIBIT B

Industrial Building For Sale

9,461 +/- Square Feet

6430 N Hamlin Ave Lincolnwood IL 60712



Highlights:

Asking Price: \$775,000 (\$81.91/psf)
2016 RE Taxes: \$32,918 (\$3.47/psf)
Total Size: 9,461 square feet
Zoning: MB (manufacturing/business)

~ Unique single tenant building
~ 15 car parking
~ 200 AMP's of power
~ 1 depressed loading dock
~ 16' ceiling height

For more information, please contact:

David Goldberg 847-675-8700 x21
David@specialassets.com

Ben Shulman 847-675-8700 x19
Ben@specialassets.com



SPECIAL ASSETS

3700 OAKTON
SKOKIE, IL 60076
P: 847-675-8700
F: 847-675-8704

EXHIBIT C

Vacancy/Occupancy Affidavit

Cook County
Assessor's Office

2018 Appeal No: _____

I, Avi Banker being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 6430 North Hamlin Avenue, 10-35-325-033-0000 in Lincolnwood (CITY), (PROPERTY INDEX NUMBER(S)) subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2018 is as follows:

	Total Sq. Ft. of Commercial/Industrial Area Occupied *	Total Sq. Ft. of Commercial/Industrial Area Vacant *	Total Sq. Ft. of Commercial/Industrial Area *	Condos or Apartments (Please circle)		Total Number of Residential Condo/ Apartments
				Total Number of Residential Condos/Apartments OCCUPIED	Total Number of Residential Condo/Apartments VACANT	
January		8,964	8,964			
February		8,964	8,964			
March		8,964	8,964			
April		8,964	8,964			
May		8,964	8,964			
June		8,964	8,964			
July		8,964	8,964			
August		8,964	8,964			
September		8,964	8,964			
October		8,964	8,964			
November		8,964	8,964			
December						
Total		98,604	98,604			

Total annual percent weighted vacancy of Industrial/commercial space 100%

Total annual percent weighted vacancy of Residential condo/ apartments _____

* Include Commercial condos here.

(Please check all boxes that apply)

- Photos of the vacant space are included with this appeal
- Attempts to lease the vacant space were made _____
(list all attempts made to lease vacant space)
- Attach all listing agreements executed since 2015.
No attempts were made to lease the vacant space because: _____

For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll. Other relevant additional supporting documentation also may be attached to this affidavit.

4. Since the space in question became vacant there has been approximately _____ showings _____ inquires _____ offers

5. If offer(s) failed to result in leasing the vacant space, the reason(s) were:

6. For the preceding and calendar years vacancy factors were applied in excess of 15% by:

	2017	2016	2015
CCAO	____%	____%	____%
BOR	____%	____%	____%
BOTH	____%	____%	____%

Reason(s) for requested vacancy relief for tax year 2018 (Check all that apply):

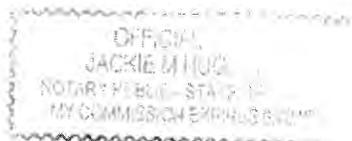
- | | |
|--|---|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Building Rehabilitation |
| <input type="checkbox"/> Initial Start-Up Occupancy | <input type="checkbox"/> Conversion to Condominiums |
| <input type="checkbox"/> Tenant Preparation or Build-Out | <input type="checkbox"/> Repair of Prior Tenant Damage |
| <input type="checkbox"/> Fire, Flood, or Natural Disaster | <input type="checkbox"/> Alteration, Modification or Conversion to New Use or Configuration |
| <input type="checkbox"/> Modification of Original Plans | <input type="checkbox"/> Building Code Compliance |
| <input type="checkbox"/> Construction or Completion Delay | <input type="checkbox"/> Governmental or Court Order |
| <input type="checkbox"/> Zoning | <input type="checkbox"/> Closure Notice or 'Red Tag' |
| <input type="checkbox"/> Plans and Permits | <input type="checkbox"/> Structural, Mechanical, Electrical, Roof, Plumbing or HVAC Failure |
| <input type="checkbox"/> Community Hearing(s)/Review | <input type="checkbox"/> Bankruptcy of Tenant(s) |
| <input type="checkbox"/> Local Approval or Ordinance | <input type="checkbox"/> Loss of Major Tenant(s) |
| <input type="checkbox"/> Financing | <input type="checkbox"/> Physically Occupied with Rental Abatements |
| <input type="checkbox"/> Final Inspection/Certificate of Occupancy | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Eviction of Tenant(s) | |
| <input type="checkbox"/> Demolition | |
| <input type="checkbox"/> Environmental Remediation | |

Subscribed and sworn before me,

this 15 day of November, 2018

Notary Public

(Notary Seal or Stamp)



Further affiant sayeth not.

X

Affiant

EXHIBIT D

	Lola Valentina Income Statement A NEW STARTUP	WITHOUT INCENTIVE Starting date:January 2019	WITH INCENTIVE (same as other column except real estate tax liability)
Projected Revenue		350,000	
Labor		160,000	
Supplies		5500	
Delivery, freight		3000	
Cost of linen and plates		130,000	
Gross Profit		51,500	
G&A			
Accounting		1,500	
Marketing		25,000	
Equipment lease		20,000	
Rent		60,000	
Insurance		2,000	
Office expense		3,000	
Alarm maintenance		1,500	
Travel		15,000	
Utilities		4,200	
Real estate tax		42,000	17,000
Total Expenses		174,200	149,200
Net Income (loss)		(122,700)	(97,700)

EXHIBIT E



CHICAGO ASSOCIATION OF REALTORS[®]
 APARTMENTS/INVESTMENTS PURCHASE AND SALE CONTRACT



This Contract is Intended to be a Binding Real Estate Contract Rev. 01/2012

1 **1. Contract.** This Apartment/Investments Purchase and Sale Contract ("Contract") is made by and between Duran Levy
 2 (Buyer) and 6420 Hamlin, LLC ("Seller")
 3 (collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements located at:
 4 5430 Hamlin Ave. Lincolnwood IL 60712 ("Property").
 5 ~~# Buyer has the right to designate an entry to take title.~~ (state) (city)
 6 Property P.I.N. #: 10-35-325-033-0000 Lot size: Put survey Approximate square feet of Property: _____

7 **2. Fixtures and Personal Property.** At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer to
 8 Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing systems, together with the following checked and enumerated items ("Fixtures
 9 and Personal Property");

- | | | | | |
|--|---|--|---|--|
| 10 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Fireplace screen | <input type="checkbox"/> Built-in or attached |
| 11 <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Smoke and carbon monoxide | <input type="checkbox"/> Window air conditioner | <input type="checkbox"/> and equipment | <input type="checkbox"/> shelves or cabinets |
| 12 <input type="checkbox"/> Microwave | <input type="checkbox"/> detectors | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Ceiling fan |
| 13 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom system | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Firewood | <input type="checkbox"/> Radiator covers |
| 14 <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Security system (rented or owned) (strike one) | <input type="checkbox"/> Attached gas grill | <input type="checkbox"/> All planted vegetation | |
| 15 <input type="checkbox"/> Trash compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Lighting fixtures | <input type="checkbox"/> Existing storms | <input type="checkbox"/> Outdoor play set/swings |
| 16 <input type="checkbox"/> Washer | <input type="checkbox"/> Attached TV(s) | <input type="checkbox"/> Electronic garage door(s) | <input type="checkbox"/> and screens | <input type="checkbox"/> Outdoor shed |
| 17 <input type="checkbox"/> Dryer | <input type="checkbox"/> TV Antenna | <input type="checkbox"/> with remote unit(s) | <input type="checkbox"/> Window treatments | |
| 18 <input type="checkbox"/> Water Softener | <input type="checkbox"/> LCD/plasma/multimedia equipment | <input type="checkbox"/> Tacked down carpeting | <input type="checkbox"/> Home | |
| 19 <input type="checkbox"/> | <input type="checkbox"/> Stereo speakers/surround sound | <input type="checkbox"/> Other Equipment | <input type="checkbox"/> warranty (as attached) | |

20 Seller also transfers the following: _____ The following items are excluded: _____

21 **3. Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$ 675,000 ("Purchase
 22 Price").

23 **4. Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with Chicago Title Insurance Company (SJOE)
 24 ("Escrowee"), initial earnest money in the amount of \$ 10,000, in the form of check or wire ("Initial Earnest
 25 Money"). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or
 26 before October 20, 2011. The Initial Earnest Money shall be increased to ~~(strike one)~~ 10% of the Purchase Price OR 4% percent
 27 of the Purchase Price ("Final Earnest Money") within 3 business days after the expiration of the Attorney Approval Period (as established in
 28 Paragraph 14 of this Contract) (the Initial and Final Earnest Money are together referred to as the "Earnest Money"). The Parties acknowledge
 29 and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon
 30 between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.
 31 ~~Earnest money to be increased to \$25,000 within 3 business days of completion of Buyer's inspection/due diligence period.~~

32 **5. Mortgage Contingency.** The contract shall be subject to the following: _____ First Commitment Date: _____
 33 written mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association,
 34 bank, or other authorized financial institution, in the amount of (strike one) \$ _____ OR _____ percent of the Purchase Price, the
 35 interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed _____% per year, amortized over _____ years, payable monthly, loan
 36 fee not to exceed _____%, plus appraisal and credit report fee, if any ("Required Commitment"). If the mortgage secured by the Required
 37 Commitment has a balloon payment, it shall be due no sooner than _____ years. Buyer shall pay for private mortgage insurance as required by the
 38 lending institution. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD Rider shall be attached to this Contract. (1)
 39 If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date.
 40 Thereafter, Seller may, within 30 business days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment
 41 for Buyer upon the same terms, and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third
 42 party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required
 43 Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract
 44 shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before
 45 the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required
 46 Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3)
 47 If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this
 48 contract shall remain in full force and effect.

48 **6. Possession.** Seller agrees to surrender possession of the Property, ~~subject to existing leases~~ on or before the Closing Date (as defined in
 49 Paragraph 7 below). If ~~possession is not delivered on or prior to the Closing Date, then, Buyer shall pay to Seller~~
 50 day ("Use/Occupancy Payments") for Seller's use and occupancy of the Property for each day after the Closing Date through and including the date
 51 Seller plans to deliver possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date,
 52 Buyer shall refund the portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller
 53 shall deposit with Escrowee a sum equal to 2% of the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession
 54 Date, which sum shall be held from the net proceeds at Closing on Escrowee's form of receipt. If Seller does not surrender the Property on the
 55 Possession Date, Seller shall pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession
 56 Escrow per day up to and including the day possession is surrendered, ~~plus~~ plus any unpaid Use/Occupancy Payments up to and including the
 57 date possession is surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of
 58 payments by Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the
 59 Possession Escrow without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then
 60 Escrowee may deposit the Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee
 61 shall be reimbursed for the Possession Escrow for all costs, including reasonable attorneys' fees, related to the filing of the Interpleader, and the
 62 Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees,
 63 _____

Buyer's name: _____ Date: _____ Seller's name: _____ Date: _____

54 7. Closing. Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and
55 escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to
56 20 at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and
57 merchantable title prior to Closing. * 30 days following completion of Buyer's inspection/due diligence period

58 8. Deed. At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed
59 ("Deed") (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any:
60 covenants, conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; existing leases and tenancies,
61 if any; all special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of
62 Closing.

63 9. Real Estate Taxes. Seller represents that the 2017 general real estate taxes were \$34,625.88. General real estate taxes for the
64 Property are subject to the following exemptions (check box if applicable): Homeowner's. Senior Citizen's. Senior Freeze. General real
65 estate taxes shall be prorated based on (i) 105% of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in
66 writing prior to the expiration of the Attorney Approval Period.

67 10. Leases. Seller shall deliver to Buyer a complete copy of all existing leases affecting the Property and a rent roll within 3 business days of the
68 Acceptance Date. Seller represents and warrants that (a) existing leases, if any, will be assigned to Buyer at Closing in an assignment and
69 assumption agreement mutually agreeable to the Parties and (b) the present monthly gross rental income is \$ N/A.
70 Seller shall notify Buyer, prior to Closing, of any (i) new leases; (ii) modifications or amendments to the existing leases; and (iii) changes in the
71 monthly gross rental income.
72

73 11. Disclosures. Buyer has received the following (check yes or no): (a) Illinois Residential Real Property Disclosure Report: Yes/ No; (b)
74 Heat Disclosure: Yes/ No; (c) Lead Paint Disclosure and Pamphlet: Yes/ No; and (d) Radon Disclosure and Pamphlet: Yes/ No.

75 12. Zoning Certification. If the Property is located in the City of Chicago and contains four dwelling units or less, Seller shall provide zoning
76 certification to Buyer at least 5 days prior to the Closing Date.

77 13. Dual Agency. The Parties confirm that they have previously consented to N/A ("Licensee") to act as Dual
78 Agent in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by
79 this Contract.
80 Buyer Initials: _____ Seller Initials: _____ Seller Initials: _____

81 14. Attorney Modification. Within 7 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys
82 may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's commission
83 and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract as if
84 originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed
85 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In
86 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF DELIVERY OF
87 PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE
88 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

89 15. Inspection. Within 45 ^{Due Diligence} ~~business~~ days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense
90 (unless otherwise provided by law) home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood
91 infestation, and/or mold inspections of the Property ("Inspections") by one or more properly licensed or certified inspection personnel (each, an
92 "Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling,
93 plumbing, well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be deemed to be in
94 operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer
95 shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector.
96 Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of any defects
97 disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspections report. Buyer
98 agrees that minor repairs and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not
99 reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written
100 notice to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE
101 ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED
102 BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

103 16. General Provisions, Riders and Addendums. THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN
104 SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES
105 THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND RIDERS _____ (list Rider
106 numbers here) AND ADDENDUM _____ (list Addendum numbers here) ATTACHED TO AND MADE A PART OF
107 THIS CONTRACT.

[SIGNATURE PAGE FOLLOWS]

Buyer Initials: _____ Seller Initials: _____

117 OFFER DATE: October 20 15

ACCEPTANCE DATE: October 2015 ("Acceptance Date")

118 BUYER'S INFORMATION:

119 Buyer's Signature: _____

120 Buyer's Signature: _____

121 Buyer's Name(s) (print): Duton Levy

122 Address: _____

123 City: _____ State: _____ Zip: _____

124 Office Phone: _____ Home Phone: _____

125 Fax: _____ Cell Phone: _____

126 Email Address: _____

127 The names and addresses set forth below are for informational purposes
128 to change.

The names and addresses set forth below are for informational purposes only and subject
only and subject to change.

129 BUYER'S BROKER'S INFORMATION:

130 Designated Agent (print): Stewart Katz

131 Agent MLS Identification Number: _____

132 Brokerage Company Name: Coldwell Banker Commercial MLS # _____

133 Office Address: _____

134 City: _____ State: _____ Zip: _____

135 Office Phone: _____ Cell Phone: _____

136 Fax: _____

137 Email: _____

138 BUYER'S ATTORNEY'S INFORMATION:

139 Attorney Name: David Frank

140 Firm: _____

141 Office Address: _____

142 City: _____ State: _____ Zip: _____

143 Office Phone: 773-225-6499 Cell Phone: _____

144 Fax: _____

145 Email: david@frankesq.com

146 BUYER'S LENDER'S INFORMATION:

147 Mortgage Broker's Name: _____

148 Lender: _____

149 Office Address: _____

150 City: _____ State: _____ Zip: _____

151 Office Phone: _____ Cell Phone: _____

152 Fax: _____

153 Email: _____

SELLER'S INFORMATION:

Seller's Signature: _____

Seller's Signature: _____

Seller's Name(s) (print): 6420 Haman, LLC

Address: 3700 Oakton St.

City: Skokie State: IL Zip: 60076

Office Phone: 847-675-8700 Home Phone: _____

Fax: _____ Cell Phone: _____

Email Address: _____

SELLER'S BROKER'S INFORMATION:

Designated Agent Name (print): David Goldberg

Agent MLS Identification Number: _____

Brokerage Company Name: Special Assets, Inc. MLS # _____

Office Address: 3700 Oakton St.

City: Skokie State: IL Zip: 60076

Office Phone: 847-675-8700 Cell Phone: 312-912-3724

Fax: _____

Email: david@specialassets.com

SELLER'S ATTORNEY'S INFORMATION:

Attorney Name: Larry A. Chambers

Firm: Larry A. Chambers, Ltd.

Office Address: 3856 Oakton St.

City: Skokie State: IL Zip: 60076

Office Phone: 847-933-0393 Cell Phone: _____

Fax: _____

Email: LChambers@cagan.com

154 GENERAL PROVISIONS

155 A. Prorations. Fees, interest on existing mortgages, if any, water taxes and other taxes shall be prorated as of the Closing Date. Seller to disburse and required interest, if
156 any, shall be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph F of this Contract, if the Property is improved as of the Closing Date, but the
157 best available tax bill on record has not been received, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall reconvene within 30 days after the date on
158 the improved property becomes available.

159 B. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

160 C. Title. At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of marketable title in the intended grantee by delivering a
161 Commitment for Title Insurance of a title insurance company issuing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other
162 exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title Insurance
163 due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller
164 shall be conclusive evidence of title as shown. Notwithstanding the above, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and
165 notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of
166 the sale.

167 D. Notice. All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this Contract. The
168 mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or
169 commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine. ~~Notwithstanding anything to the contrary contained in this Contract, notices may be served by~~
170 ~~regular mail on the date of transmission. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Contract and shall be deemed original.~~
171 ~~Facsimile notices shall be deemed valid and received by the addressee when delivered by a mail ~~method~~ provided that a copy of the notice is also sent by~~
172 ~~regular mail on the date of transmission.~~

173 E. Disposition of Earnest Money. In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller
174 defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract. In the event of any
175 default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the
176 Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge and agree that if Escrowee is a licensed real estate
177 broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. If Escrowee is not a licensed real estate
178 broker, Seller and Buyer agree that if another Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall
179 proceed to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrowee is a
180 licensed real estate broker and does not receive the joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the
181 Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee may be reimbursed from the Earnest Money for all costs,
182 including reasonable attorney's fees, related to the filing of the interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the
183 payment of reasonable attorney's fees, costs, and expenses arising out of these claims and demands.

184 F. Operational Systems. Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property are in
185 working order and will be so at the time of Closing and that the roof is free of leaks and will be so at the time of Closing. Buyer shall have the right to enter the Property during the 48-
186 hour period immediately prior to Closing solely for the purpose of verifying that the operational systems and appliances serving the Property are in working order and that the Property
187 is in substantially the same condition, normal wear and tear excepted, as of the Acceptance Date.

188 G. Insulation Disclosure Requirements. If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as provided by the
189 Federal Trade Commission, and Rider 13 is attached.

190 H. Code Violations. Seller warrants that no notice from any city, village, or other governmental authority of a building code violation that currently exists on the Property
191 has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and before Closing, Seller shall
192 promptly notify Buyer of the Notice.

193 J. Escrow Closing. At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an escrow with a
194 title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company,
195 with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and
196 delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow with
197 regard to commission due. The rest of the escrow shall be divided equally between Buyer and Seller.

198 J. Survey. At least 5 days prior to the Closing Date, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of
199 Closing, showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's expense.

200 K. Affidavit of Title; ALTA. Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if required by
201 Buyer's mortgagee, or the title insurance company, for extended coverage.

202 L. Legal Description. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

203 M. RESPA. Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of
204 1974, as amended.

205 N. 1031 Exchange. The Parties agree that at any time prior to the Closing Date, Buyer or Seller may elect to effect a simultaneous or non-simultaneous tax-deferred
206 exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Each party separately agrees to cooperate with the other party in
207 connection with any such exchange in any manner which shall not impose any additional cost or liability upon the cooperating party, and shall, without limitation, by executing any
208 and all documents, including escrow instructions or agreements consenting to the assignment of any rights and obligations hereunder to an exchange entity, which may be necessary to
209 carry out such an exchange; provided, however, that any election to effect such an exchange shall not delay the Closing Date.

210 O. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by
211 Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by
212 any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the person designated in that ordinance.

213 P. Removal of Personal Property. Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by Bill of Sale to
214 Buyer.

215 Q. Surrender. Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to
216 Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Provision, Seller shall not be responsible for that portion of the total cost
217 related to this violation that is below \$250.00.

218 R. Time. Time is of the essence for purposes of this Contract.

219 S. Number. Wherever appropriate within this Contract, the singular includes the plural.

220 T. Flood Plain Insurance. In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

221 U. Business Days and Times. Any reference in this Contract to "day" or "days" shall mean business days, not calendar days, including Monday, Tuesday, Wednesday,
222 Thursday, and Friday, and excluding all official federal and state holidays.

223 V. Patriot Act. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by
224 Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other named or blocked person, entity, nation or transaction
225 pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control (OFAC), and that they are not engaged in the transaction
226 directly or indirectly on behalf of, or facilitating the transaction herein or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and
227 hold harmless the other Party from and against any and all claims, damages, losses, costs, liabilities, and expenses (including reasonable attorney's fees and costs) arising from or
228 related to any breach of the foregoing representation and warranty.

229 W. Brokers. The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients under any offer of compensation
230 made by the listing broker as a multiple listing service in which the listing and cooperating broker both participate.

231 X. Original Executed Contract. The listing broker shall hold the original fully executed copy of this Contract.

EXHIBIT F

TOTAL PAYMENT DUE

2017 Second Installment Property Tax Bill - Cook County Electronic Bill

By 12/01/2018 **\$0.00** Property Index Number (PIN) Volume Code Tax Year (Payable In) Township Classification
 10-35-325-033-0000 130 24099 2017 (2018) NILES 5-93

IF PAYING LATE, PLEASE PAY 12/02/2018 - 01/01/2019 01/02/2019 - 02/01/2019 02/02/2019 - 03/01/2019 LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW
 \$0.00 \$0.00 \$0.00

TAXING DISTRICT BREAKDOWN

Taxing Districts	2017 Tax	2017 Rate	2017 %	Pension	2016 Tax
MISCELLANEOUS TAXES					
North Shore Mosq Abate. Dist Northfield	32.53	0.010	0.09%		33.17
Metro Water Reclamation Dist of Chicago	1,307.88	0.402	3.78%	158.39	1,348.78
Lincolnwood Library District	1,255.62	0.388	3.83%	48.79	1,273.78
Miscellaneous Taxes Total	2,595.81	0.798	7.50%		2,653.71
SCHOOL TAXES					
Oakton College Dist Skokie Des Plaines	754.87	0.232	2.18%		786.28
Niles Township HS District 210 (Skokie)	11,089.08	3.409	32.03%	383.83	11,477.30
Lincolnwood School District 74	10,591.39	3.258	30.59%	159.39	10,760.80
School Taxes Total	22,435.14	6.897	64.80%		23,004.36
MUNICIPALITY/TOWNSHIP TAXES					
TIF Vil of Lincolnwood-Devon/Lincoln	4,709.12	0.000	13.60%		2,264.79
Village of Lincolnwood	2,794.23	0.859	8.07%	871.77	2,842.79
Road & Bridge Niles	0.00	0.000	0.00%		0.00
General Assistance Niles	22.77	0.007	0.07%		23.22
Town of Niles	152.88	0.047	0.44%		152.59
Municipality/Township Taxes Total	7,879.00	0.913	22.18%		5,283.39
COOK COUNTY TAXES					
Cook County Forest Preserve District	201.87	0.082	0.58%	8.50	208.98
Consolidated Elections	100.84	0.031	0.29%		0.00
County of Cook	1,063.68	0.327	3.07%	357.82	1,048.22
Cook County Public Safety	354.57	0.109	1.02%		431.23
Cook County Health Facilities	195.17	0.080	0.56%		288.59
Cook County Taxes Total	1,915.93	0.589	5.52%		1,977.02
<i>(Do not pay these totals)</i>	34,625.88	9.197	100.00%		32,918.48

***Visit cookcountyclerk.com for information about TIFs and for TIF revenue distributions.

TAX CALCULATOR

2016 Assessed Value	127,077	2017 Total Tax Before Exemptions	34,625.88
		Homeowner's Exemption	.00
		Senior Citizen Exemption	.00
2017 Assessed Value	127,077	Senior Freeze Exemption	.00
2017 State Equalizer	X 2.9627		
2017 Equalized Assessed Value (EAV)	376,491	2017 Total Tax After Exemptions	34,625.88
2017 Local Tax Rate	X 9.197%	First Installment	18,106.18
2017 Total Tax Before Exemptions	34,625.88	Second Installment +	16,520.72
		Total 2017 Tax (Payable in 2018)	34,625.88

IMPORTANT MESSAGES

PROPERTY LOCATION

6420 N HAMLIN AVE
 LINCOLNWOOD IL 60712 4042

MAILING ADDRESS

6420 N HAMLIN
 3700 OAKTON
 SKOKIE IL 60078-3407

*** Please see 2017 Second Installment Payment Coupon next page ***

EXHIBIT G

REAL ESTATE TAX ANALYSIS
6430 NORTH HAMLIN, LINCOLNWOOD, ILLINOIS
NILES TOWNSHIP
PIN: 10-35-325-033-0000

YEAR	FAIR MARKET VALUE	COMBINED TAX RATE	25% INDUSTRIAL AV	INDUSTRIAL TAX TAX WITHOUT INCENTIVE	10% 6B AV	TAX WITH 6B INCENTIVE	INDUSTRIAL VACANT AV	TAX WITH VACANCY
2018	\$ 675,000	0.27250	\$ 168,750	\$ 45,984	\$ 67,500	\$ 18,394	\$ 53,408	\$ 14,554
2019	\$ 742,500	0.26430	\$ 185,625	\$ 49,061	\$ 74,250	\$ 19,624	\$ 56,453	\$ 14,921
2020	\$ 742,500	0.27250	\$ 185,625	\$ 50,583	\$ 74,250	\$ 20,233	\$ 56,453	\$ 15,383
2021	\$ 742,500	0.27250	\$ 185,625	\$ 50,583	\$ 74,250	\$ 20,233	\$ 56,453	\$ 15,383
2022	\$ 816,500	0.26430	\$ 204,125	\$ 53,950	\$ 81,650	\$ 21,580	\$ 57,483	\$ 15,193
2023	\$ 816,500	0.27225	\$ 204,125	\$ 55,573	\$ 81,650	\$ 22,229	\$ 57,483	\$ 15,650
2024	\$ 816,500	0.27225	\$ 204,125	\$ 55,573	\$ 81,650	\$ 22,229	\$ 57,483	\$ 15,650
2025	\$ 898,000	0.26400	\$ 224,500	\$ 59,268	\$ 89,800	\$ 23,707	\$ 61,558	\$ 16,251
2026	\$ 898,000	0.27200	\$ 224,500	\$ 61,064	\$ 89,800	\$ 24,426	\$ 61,558	\$ 16,744
2027	\$ 898,000	0.27200	\$ 224,500	\$ 61,064	\$ 89,800	\$ 24,426	\$ 61,558	\$ 16,744
2028	\$ 987,965	0.26380	\$ 246,991	\$ 65,156	\$ 148,194	\$ 39,094	\$ 66,056	\$ 17,426
2029	\$ 987,965	0.27170	\$ 246,991	\$ 67,107	\$ 197,593	\$ 53,686	\$ 66,056	\$ 17,948
Total				\$ 674,966		\$ 309,861		\$ 191,846

* Triennial reassessment year.

** Assessment ratio increased to 15% in 2024 and 20% in 2025 as Class 6b is phased out in years 11 and 12.

COMMENTS:

1. The proposed purchase price of \$675,000 is utilized as the base market value.
2. The market value was increased 10% every triennial reassessment year.
3. The value of the land was maintained at the Assessor's current assessed valuation of 20,823.
4. The combined tax rate (2017 Niles tax rate of 9.197% multiplied by the State equalization factor of 2.9627%) was increased by 3% in a non-triennial year, and decreased by 3% in the triennial reassessment year.
5. The vacancy assessment was determined by adding the land assessment to 20% of the improvement assessment.

EXHIBIT H



CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: LV Designs, LLC Telephone: (773) 216-9022
Address: 2113 W. Greenleaf
City: Evanston State: IL Zip Code: 60202

Contact Person (if different than the Applicant)

Name: Scott L. David Telephone: (312) 521-2404
Address: 191 N. Wacker Drive, Suite 1800
City: Chicago State: IL Zip Code: 60606
Email: sdavid@muchlaw.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 6430 North Hamlin
Permanent Real Estate Index Number: 10-35-325-033-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: Lincolnwood State: IL Zip Code: 60712
Township: Niles Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest. Owner of Property: Bet Anat LLC, an Illinois limited liability company. Members: Doron Levy and Lorena Krug. Owner of business: Valentina Fonseca Krug.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant’s business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- Occupation of Abandoned Property - **(TEERM Supplemental Application)**
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor’s affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES NO

When and by whom was the subject property last occupied prior to the purchase for value?

MHP International, Master Home Products 2015

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment vacancy affidavits.
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: 2019
Date of Purchase: Pending
Name of purchaser: Doron Levy, as assigned to Bet Anat LLC
Name of seller: 6420 Hamlin, LLC
Relationship of purchaser to seller: arm's length transaction

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

Under the TEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. The terms of this program are Not Renewable.

No applications will be taken after November 30, 2018.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? 5

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 5 Part-time: _____

How many new permanent full-time jobs will be created as a result of this proposed development?

up to 25 additional

How many new permanent full-time jobs will be created as a result of this proposed development?

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

LV Designs, LLC

By: _____
Signature

11-15-18
Date

Valentina Fonseca Krug
Print Name

Manager
Title

EXHIBIT A
(Please type or Print)

PIN(s)

Common Address

10-35-325-033-0000

6430 N. Hamlin

Lincolnwood, IL 60712

EXHIBIT I

EXHIBIT T

ELIGIBILITY REQUIREMENTS

The Property is classified 5-93, an industrial classification. The Property has been continuously vacant for over 24 months and constitutes "abandoned" property for purposes of the Cook County Real Property Assessment Classification Ordinance (the "Ordinance"). The proposed purchaser intends to reoccupy the Property.

The Property will be used to fabricate, assemble and warehouse for distribution, plates and other items used in the event and convention industry. Designs will be placed on items by using on-site custom printing equipment.

We have requested a confirmation from the Assessor's Office that the intended use of the Property complies with the Ordinance, but have not received a response.



Economic Development Commission

**Wednesday, November 28, 2018
Council Chambers Room**

Commissioners Present

James Kucienski, Chairman
Patrick McCoy, Vice Chair
Rivak Albazi
James Berger
Myles Berman
Peter Dyer
Tim Garcia

Commissioners Absent

Maureen Ehrenberg
Joe Spagnoli

Staff Present

Steve McNellis, Community Development Director
Robert Merkel, Interim Village Manager/Finance Director

Others Present

Barry Bass, Village President
Georjean Nickell, Village Trustee
Jesal Patel, Village Trustee

3. Cook County Class 6B Property Tax Abatement Incentive Request for 6430 North Hamlin Avenue (Lola Valentina)

Chairman Kucienski introduced the next item to the commission as something that should look familiar. Earlier this year the EDC had approved this exact request for a different prospective tenant. Because that project fell through, the EDC will need to reconsider the current request for the new applicant. He then asked Director McNellis to provide more detail on the current request. Director McNellis reviewed the requirements needed to obtain a Cook County Class 6b Tax Abatement Incentive noting that because the property itself met the requirements last time, the Village should not be concerned about the property meeting the requirements this time. As for the “industrial purposes” requirement, it was confirmed by the Assessor’s office that the current applicant is eligible. He noted that the Village must expressly state that it “supports and consents to this Class 6b Application and that it finds Class 6b necessary for development to occur on

the subject property.” He then described some of the improvements that Lola Valentina, applicant, proposes to complete including interior and exterior renovations. Director McNellis then invited Ms. Valentina and her team to provide more insight into the company.

Scott Davis, Attorney for Lola Valentina, discussed the business as growing to 5 employees and looking to expand to about 25 in three years. The renovation work they will do is a rehab of the interior and exterior of the structure to match the business brand. He then invited Ms. Valentina to describe her business. She said that she is a pattern designer that creates unique event branded features like tablecloths and place settings. Her company works directly with event planners to create these custom textiles and place settings. Then they discussed how opening the business would increase the revenue coming from the lot even after the incentive. Currently, it is generating \$3.60 per square foot in taxes and after the occupation and with the Class 6b incentive, it will generate \$4.79 per square foot in taxes.

Chairman Kucienski asked how large of an investment they plan on making on the property. Mr. Davis indicated that the investment would be between \$220,000 and \$250,000. Ms. Valentina explained that part of that investment would be to increase the green (landscaping) space, and she provided images of plants which would populate the storefront. Moreover, she explained the interior renovation will incorporate an open design. There was discussion amongst the EDC Commissioners regarding the landscaping and the extent to which the stipulation on the previous 6b consent, which required a minimum of \$10,000 in exterior investment, should be applied. There was agreement the same stipulation should apply here.

They were then asked about their current location and scope of business. Ms. Valentina explained they are currently in Evanston in a start-up office but are outgrowing that location. They have three employees currently, but after the move to Lincolnwood they expect to have five for additional manufacturing and logistics, and then will grow from there. The textiles they produce will be bought outright because each design is custom for the customer. Other more durable place settings will be rented. Commissioner Berman asked how many competitors Ms. Valentina has and how long has she been doing this. She said that the customization for event spaces is unique to her and that there is no one else doing this. She also stated that she has been doing this for eight years. Chairman Kucienski noted the novelty of this business and how the nature of the business may be a more beneficial project than the previous one because Ms. Valentina’s business will generate sales tax revenue.

Vice Chairman McCoy inquired as to who will be the property owner. Mr. Davis indicated that the property owner will be Ms. Valentina’s parents, and she will be leasing

from them. Vice Chairman McCoy indicated that the Village should take steps to make sure if the lessee changes that they don't also receive the tax abatement automatically. Director McNellis noted that the covenant will protect the Village from a change in lessee. Commissioner Albazi and Commissioner Garcia both wanted to confirm that if there was a change in lessee that they would be required to go through this process again. Director McNellis confirmed that they would be required to go through the process again.

Hearing no additional discussion, Chairman Kucienski called for a motion to recommend to the Village Board the provisions outlined above. Commissioner Albazi moved that the Economic Development Commission recommends to the Village Board that it support and consent to this Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property with the condition that they enter into a binding covenant that prevents the transfer of the Class 6b designation to an occupant other than as proposed today and that improvement to the exterior façade and landscaping be an investment representing at least \$10,000 in value. Commissioner Garcia seconded the motion. The Motion was approved by a roll call vote, as follows:

Ayes: Albazi, Berger, Berman, Dyer, Garcia, Vice Chairman McCoy, Chairman Kucienski

Nays: none

4. Review of 2019 Meeting Dates

Director McNellis then addressed the EDC regarding the proposed meeting dates for 2019. The two meeting dates which were proposed to move from the standard fourth Wednesday of the month to the third were in March for spring break and December for Christmas. The other date which the commission was asked to consider was the November meeting which was listed as the day before Thanksgiving, which staff believed may be problematic given holiday travel.

Chairman Kucienski proposed that they move the November meeting from the 27th to the 20th and asked for input on that change. Hearing no dissent Chairman Kucienski asked if there was a motion to approve the meeting calendar with November meeting date being changed from the 27th to the 20th, and all other dates as proposed in the staff's proposed meeting date calendar. Commissioner Berger moved for approval and was seconded by Vice Chairman McCoy. The 2019 meeting schedule was approved by consensus.

5. Reports Development Updates



MEMORANDUM

TO: Chair and Members
Economic Development Commission

FROM: Steve McNellis
Community Development Director

DATE: November 28, 2018

SUBJECT: **Cook County Class 6b Property Tax Abatement Incentive Request for Lola Valentina at 6430 N. Hamlin Avenue**

LV Designs LLC (dba Lola Valentina) is seeking Village consent to a requested Class 6b Property Tax Abatement Incentive from Cook County for the property at 6430 N. Hamlin Avenue. Lola Valentina is a custom design company, which provides branded items (such as porcelain plates, placemats and table linens) for event spaces. Their customers are typically event designers, wedding planners, and corporate and hotel event coordinators. The company is currently based in a small industrial building, designed for start-up companies, in Evanston, and is interested in relocating their business to the Hamlin Avenue location. The company is considering purchasing the vacant 9,640 square foot property on Hamlin Avenue to utilize for all facets of their business; from office space to a printing plant, a photo studio, and packaging and shipping facility for their products. Their current space in Evanston primarily houses an office, but the proposed relocation to Lincolnwood would allow them to undertake the printing and warehouse/distribution functions on-site.

Background

As the EDC may recall, this same property was recommended for a 6b Property Tax Abatement incentive for the proposed Greener Cleaner environmentally-friendly dry cleaner in June of this year. That recommendation was subsequently approved by the Village Board in July. The next step would have been submittal to Cook County of the application and Village Resolution Consenting to the tax abatement. However, the Greener Cleaner did not follow-through and purchase the property, or continue with their application to the County.

Class 6b Property Tax Abatement

The Cook County Real Property Assessment Classification Ordinance, approved over 30 years ago, established a series of incentives to encourage redevelopment of vacant and abandoned buildings. The 6b Incentive is a Property Tax Abatement specifically intended to “*encourage industrial development throughout Cook County by offering a real estate tax incentive for the . . . industrial*”

reutilization of abandoned buildings. The goal of 6b is to attract new industry, stimulate expansion and increase employment opportunities.” This Incentive is available for the reutilization of buildings deemed “abandoned”, which the County defines as having been vacant for at least 24 continuous months. Such buildings, if approved for a Class 6b Incentive, would be assessed at 10% of Fair Market Value for ten years, 15% for the eleventh year and 20% for the twelfth year. Without an incentive, industrial property would typically be assessed at 25% of its Fair Market Value. Attached is a copy of the Class 6b Eligibility Bulletin, which provides additional information on this incentive program.

Lola Valentina’s Request

Lola Valentina seeks the Class 6b Incentive on the basis of re-occupancy of a property that has been vacant for over 24 months (deemed “abandoned”, as defined by Cook County). The attached Certificate of Error applications (previously submitted to the EDC as part of the Greener Cleaner’s request) have been submitted by the property owner to the County in support of this vacancy for Assessment Years 2016, 2017 and 2018. In addition, Village records do not show an active Business License on this property since the end of 2014, as well as no active water service in that period. Attached is the Petitioner’s proposed Cook County application for the Class 6b Incentive request, as well as the Village’s Application for Economic Incentive and related supporting documents.

Municipal Consent Requirements

For the County to consider granting Lola Valentina’s Class 6b Incentive request, the Village must consent to that request. In consenting, the Village must expressly state that it *“supports and consents to this Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.”* Further, the Village must be satisfied that the real estate is eligible for Class 6b status under the following conditions (the Petitioner’s attached submittal packet provides their responses to how their Application meets these conditions):

- **Used primarily for “Industrial Purposes”** – The County definition of Industrial Purposes leans heavily on manufacturing, creating new physical products or materials, processing of materials for recycling, or the transportation/wholesale distribution of materials or goods. Based on these criteria, as well as staff’s past conversations with the Assessor’s office, and the Petitioner’s legal counsel’s experience with these requests, we believe the Assessor will see this as an eligible business. The Petitioner has reached out to the Assessor’s Office for confirmation, which is expected to be provided at Wednesday’s EDC meeting.
- **Has either (a) new construction, (b) substantial rehabilitation or (c) substantial re-occupancy of “abandoned” property** – The Petitioner states that the proposal is for substantial re-occupancy of an “abandoned” building, which is defined by the County specifically as follows: *“Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest.”*

Past Cook County Incentive Requests

The Village has not had a long history of Petitioners seeking Consent to a Cook County Property Tax Abatement Incentive request. Following, is a list of the five that have been requested, all of which the Village consented to:

1. Hamoon LLC, 3730 Morse Avenue in 2005 (6b Tax Abatement)
2. Z Bakery, 3665 Lunt Avenue in 2013 (6b Tax Abatement)
3. R&R Global, 6850 McCormick Boulevard in 2015 (7b Tax Abatement)
4. Aperion Care, 4655 Chase Avenue in 2015 (7c Tax Abatement)
5. Greener Cleaner, 4630 Hamlin Avenue in 2018 (6c Tax Abatement)

Staff has confirmed with the County that these property tax abatements do run with the land.

Village Policy on Tax Abatements & TIF's

The EDC should be aware that in 2000 the EDC recommended, and the Village Board approved, a policy (see attached memorandum) against providing Village consent to tax abatements requested in the Village's TIF Districts. However, it should also be noted that all four Property Tax Abatement Incentive requests (including 3730 Morse, 3665 Lunt, 6850 McCormick and the Greener Cleaner request at 4630 Hamlin) in TIF Districts have been approved since that time. In addition, two of those properties (3665 Lunt and 6850 McCormick), are significantly larger than this proposal on Hamlin, and would have a much greater tax impact on their TIF than this proposal.

Additional Information

As noted, this past summer the EDC recommended the Village's Consent to a Class 6b Cook County Tax Abatement request at this property, for Greener Cleaner. That recommendation and approval had certain stipulations, the following of which staff believes are still appropriate for consideration:

- 1) **Applicant to enter into a Covenant that provides a "backstop" to discourage a short-term stay in the Village, while attempting to eliminate the possibility the incentive could be passed-on to a successor owner.** A copy of the Covenant agreed-to by the previous applicant and the Village Board is attached to this memo. The EDC should pay specific attention to Section 4 – Village's Remedies.
- 2) **Delivery of a comprehensive exterior phased design plan to reposition and improve the public-facing building elevation and front landscaping, at a value no less than \$10,000.** Lola Valentina is proposing to spend over \$13,000 to improve the public-facing façade of this building.

While the Applicant-proposed façade improvements would constitute a "modernization" of the public-face of this building, the landscaping proposal does not rise up to the level that the EDC had previously recommended for this property. In discussing the Greener Cleaner proposal, the EDC talked about a native landscaping design and installation that would be more environmentally-friendly (including landscape species that are less water-reliant). While that was discussed in the context of a business with an environmentally-friendly mantra, staff recommends a similar "green" aesthetic as a good improvement in an industrial area. The proposed removal of all landscaping and replacement with hard surfaces that could increase the heat island effect, is contrary to the Village's past practice of increasing green space wherever possible, and in fact represents a decrease.

EDC Review

After reviewing the required Eligibility Standards, the EDC should determine if you believe Lola Valentina's application and documentation satisfies the following statement, "***Class 6b (incentives are) necessary for development to occur on the subject property,***" and if you believe the eligibility

factors are satisfied, including the property meeting the definition of “abandoned.” These statements must be part of a Resolution the Village Board will consider regarding this request, after EDC recommendation.

Representatives of Lola Valentina and their Attorney will attend the EDC meeting on Wednesday and will be prepared to make their case for why these statements have been satisfied and answer any questions the EDC may have.

Attachments

1. Location Map
2. Cook County Class 6b Incentive Eligibility Bulletin
3. Lola Valentina Incentive Request Submittal
4. Approved Covenant with the Greener Cleaner
5. 2000 Policy on Tax Abatement Requests in TIF Districts
6. Class 6b Supplemental information

Memorandum

To: Robert S. Bocwinski
Village Administrator

From: Timothy M. Clarke, AICP
Economic Development Director

Date: January 31, 2000

Subject: Policy Recommendation on Tax Abatements in TIF Districts

After serious consideration and review of pertinent material related to tax abatements, the Economic Development Commission is recommending Village Board action to establish a policy regarding the use of tax abatements in tax increment finance (TIF) districts. In this regard, the Commission is recommending that the Village Board establish a general policy of not providing tax abatements for properties located within (TIF) districts.

Although Cook County has had a tax abatement program for decades, this fall the Village received its first request for such County tax abatement. Under County requirements, tax abatements are only provided where a local municipality has specifically consented to the abatement. This first application to the Village (made by CenterPoint) raised a number of policy issues (see attached). One of these was the use of tax abatements in TIF Districts.

While both tax abatements and TIF Districts can be effective economic development tools, which can result in benefits to property owners, these two tools actually work in quite opposite ways. Tax abatements by their very nature directly *reduce* the amount of taxes that would normally be paid by a property owner. TIF Districts, on the other hand, have no effect on the level of taxes paid and property owners pay their normal share of taxes.

TIF's work on the premise that property values, and hence taxes in the specified district, will grow. In TIF Districts, all the tax increase from increased property values is used by the Village to make improvements to the specified area. To be successful, TIF's rely on property values increasing and new property taxes being generated. The use of tax abatements in TIF Districts directly and negatively impacts the TIF increment that the Village would receive. As such, the use of tax abatements, by their very nature in TIF Districts, is counterproductive.

By a unanimous vote, (6-0), the Economic Development Commission is recommending that the Village Board establish a policy of not providing tax abatements in TIF Districts.

Recommended Action: Move to accept the recommendation of the Economic Development Commission to establish a Village Policy of not providing or approving tax abatements in tax increment finance (TIF) Districts.

FOIA Requests November 31, 2018 to December 14, 2018

Date of Request*	Request Made By	Public Record Requested
12/4/2018	Valentina Stanke	Bid Results for removal and replacement of exiting street light lumnaires
12/4/2018	Richard Frantz	Issued building permits for both new & remodel (construction value of permit \$100,000 and up for remodel) residential & commercial permits. Additional information requested: tax id number-property number, contractor or builder & telephone number of same. From Nov. 1, 2018 to Nov. 30, 2018
12/6/2018	Thomas Peters	copies of residential and commercial buidling permits applied for and issued between 1-1-18 to 12-06-18. Only provide permits with construction value over \$400,000. Provide general contractor
12/7/2018	Jada Powell ACQ Data	List of new businesses for November 2018
12/8/2018	Michelle Dooley	emailes between Barry Bass and Tucker Development including but not limited to Richard Tucker at tuckerdevelopment.com from october 1st 2017 to april 17, 2018, the date Tucker first appears before COTW
12/10/2018	Craig Klatzco	Nomination papers for the april 2 election
12-10-189	Ross Secler	Nomination papers for the april 2 election
12/10/2018	Don Gelfund	Nomination papers for the april 2 election
12/10/2018	Bender & Beatty	Copies of crash reports from December 3, 2018 to December 9, 2018
12/10/2018	David Kogan	Contractor contact information for remodel/renovation at 4628 Pratt Ave
12/10/2018	Intertek.com	6820-40 Lincoln: outstanding code violations, special zoning stiuplations, copies of current permits along with previously issued certificates of occupancies from the local building and zoning dept.. Please provide if available the construction date and the current and original building code for the current structure.
12/10/2018	Intertek.com	6820-40 Lincoln: from the fire dept. regarding fire code issues for the above referenced prroperty and any violations
12/10/2018	LWD Chamber of Commerce	copy of all businesses holding licenses in lincolnwood
12/10/2018	BuildZoom	Report of all permits since Sept. 25, 2018 with contractor information, property address, permit type, estimated job value,
10/12/2018	Jonah Meadows	non-exempt portions of the NORTAF case file of the May 30 murder of Grant Nelson
12/13/2018	Victor Sam	6549 Keating: any liens, open invoices
12/13/2018	Wioletta Tworowska	6705 Sauganash: copy of fire, police reports for fire accident along with photos.
12/14/2015	Goldstein Bender & Romanoff	Crash Report 18-7444
*In addition, 13 police reports were requested during this period.		