AGENDA

I) Call to Order

II) Roll Call

III) Minutes –
   A. April 22, 2012 Joint Meeting (Bus Tour)
   B. May 1, 2012 Committee of the Whole Meeting

IV) Regular Business

   1) Discussion Concerning a Recommendation to Change the Name of Channel Runne Park to Lincolnwood Centennial Park (6:15 – 6:45 p.m.)

   2) Discussion Concerning the Village’s Masonry Construction Requirements (6:45 – 7:30 p.m.)

V) Adjournment

DATE POSTED: May 11, 2012
Call to Order
This joint meeting of the Village Board, Plan Commission, and Economic Development Commission was called to order at 1:06PM. A quorum of 4 Trustees was present.

Bus Tour
Participants boarded a bus at Village Hall for a tour of the Village. During the tour, Community Development Director Clarke and Development Manager Cook provided a narrative on various planning and development topics and issues in the Village. This tour included observing conditions along Pratt Avenue, Cicero Avenue, Chase Avenue as well as the Touhy/Crawford Business District, the nearby Skokie Industrial Park and the Lincolnwood Business Park. Also toured were Capitol Drive, the Lincolnwood Town Center, the Devon Avenue Business Corridor, the Lincoln/Proesel/Devon Industrial Triangle, and the Lincoln Avenue Corridor.
Throughout the tour, various questions were raised and comments provided by participants.

III. Public Forum
No comment from the public was received at this time.

IV. Adjournment
Meeting was adjourned at 3:00 PM.

Respectfully submitted,

Andrea Litzhoff
Community Development Intern
Call to Order
President Turry called the Committee of the Whole of the Lincolnwood Board of Trustees to order at 6:45 P.M., Tuesday, May 1, 2012 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call
On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Turry, Trustees Leftakes, Heidtke, Sprogis-Marohn, Elster, Patel
ABSENT: Trustee Swanson
A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, Assistant Village Manager; Michael Marzal, Assistant to the Village Manager; Charles Greenstein, Village Treasurer; Steven Elrod, Village Attorney; Ashley Engelmann, Assistant to Public Works Director; Manuel Castaneda, Public Works Director; Robert Merkel, Finance Director; Aaron Cook, Manager of Community Development; Melissa Steirer, Management Analyst.

Approval of Minutes
The minutes of the April 17, 2012, Committee of the Whole, were distributed in advance of the meeting and were examined. Trustee Heidtke moved to approve the minutes, Trustee Sprogis-Marohn seconded. The motion passed with a Voice Vote.

Regular Business
1. Discussion Concerning Converting the Connections Newsletter to an All-Electronic Newsletter (6:45 – 7:15 p.m.)
This item was presented by Mr. Petroshius with aid of a PowerPoint presentation.

Background

The Connections Newsletter
- Issued six times per year
- Budget: $15,000
  - Printing - $8,500
  - Postage - $6,500
  - Sent using USPS at lowest-priced rate offered to government agencies
2004 – Increased circulation from four per year to six times per year
2007 – Enhanced from two-color to four-color format
2007 – Saved $357.78 annually
  - Eliminated labeling each newsletter
2008 – Saved $7,500 annually

- Competitive bidding printing costs

2009 – Saved $2,388 annually

- Combined Annual Drinking Water Quality Report with the Connections – Previously sent report separately

Currently sent using following electronic methods

- Emailed to 647 subscribers
- Posted on Facebook
- Posted on Twitter
- Displayed on Village Website

A Citizen survey was displayed which indicated that only 10% of citizens never read the Newsletter

Pros and Cons

Pros

- $12,612 saved annually - $2,388 still needed for Annual Water Quality Report
- Send more frequently and with more pages

Cons

- Challenges with attracting new email subscribers
- Some residents do not have email addresses or check email infrequently
- Some residents do not seek out information from government
- Competition with other private, nonprofit and public sector organizations
- Potential for Connections to be considered “email clutter” or blocked
- Eliminating one of the Village’s best communications methods – Staff finds it a challenge to keep the public informed even with the existing communications methods

Other Considerations

Quarterly Newsletter: Could save $3,191.76 annually

- Con: News and events are less timely when they are three months old

Two color newsletter: Could save $855.47 annually

- Disadvantage: Graphics such as charts and photos are of lower quality and are less effective
Rebidding for a new Printer to reduce costs

- The Village saved $7,500 annually when the printing contract was bid out in 2008

Sell advertising space in the Connections

2. Discussion Concerning the Village’s Leaf Blower Regulations (7:15 – 7:30 p.m.)

This item was presented by Mr. Petroshius using PowerPoint.

Background
March 17, 2011- Village amends Code extending the prohibition of gasoline-powered leaf blowers
- Previously - June 1 through September 15
- Now – May 15 through October 1
April 20, 2011 – Request from Dave Shevchuk, Milard Group
- Consider exempting commercially zoned areas
May 5, 2011 - Committee of the Whole meeting
- Discussed exempting commercial properties
- Referred matter to the Committee on Ordinances, Rules and Building (CORB)
July 25, 2011 – CORB meeting
- Discussed survey results of other area communities and their enforcement efforts
August 18, 2011 – Committee of the Whole meeting
- Discussed enforcement options and options for a text amendment
April 10, 2012 – CORB meeting
- Discussed research regarding enforcement practices of Skokie, Park Ridge and Evanston
- Made no recommendations concerning Residential Zoning Districts
- Recommended exempting Commercially Zoned Properties from the prohibition of gasoline-powered leaf blowers 9AM through 5PM – Monday through Friday

Regular Village Board Meeting agenda item number 3 this evening.

Rationale for Exemption

Commercial properties are typically larger than residential properties
Commercial properties require equipment that can clean large areas in a short time
- Electric-powered leaf blowers do not have the power necessary
- If electric were used, landscapers would need either very long electric cords or gasoline powered generators
Raking leaves by hand is too time consuming in order to keep commercial properties clean
Noise is less of a factor during the day, Monday through Friday

CORB recommendation of 9AM to 5PM hours was considered.

Discussion ensued regarding ordinance enforcement.
The item will be addressed at tonight’s Village Board Meeting.
Consensus was to bring the item to a future (May 23, 2012) CORB meeting to discuss compliance issues.
Adjournment
At 7:33 P.M. Trustee Sprogis-Marohn moved to adjourn Committee of the Whole, seconded by Trustee Leftakes. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk
MEMORANDUM

TO: President Turry and Members of the Village Board
FROM: Timothy C. Wiberg, Village Manager
DATE: May 11, 2012

SUBJECT: May 15 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 beginning at 5:30 p.m. in the Village Hall Board Conference Room.

Please Note: The Mayor has requested time be set aside to attend the School District’s art exhibit in the Village Hall lobby. The reception starts at 6:00, so Board members can have approximately 15 minutes to view the artwork prior to the start of the COTW.

Please find below a summary of the items on the COTW agenda:

1) Discussion Concerning a Recommendation to Change the Name of Channel Runne Park to Lincolnwood Centennial Park (6:15– 6:45 p.m.)

At its April 17 meeting, the Village Board approved a revised policy for naming parks and park facilities. Per this policy, the Park and Recreation Board has discussed and is recommending, that Channel Runne Park be renamed Lincolnwood Centennial Park, in recognition of the Village’s centennial which was celebrated throughout last year. Attached is a memorandum from the Parks Director summarizing this issue. This recommendation will be formally considered as Item Number 7 on the Village Board meeting agenda.

2) Discussion Concerning the Village’s Masonry Construction Requirements (6:45 – 7:30 p.m.)

Over the years, there has been much discussion concerning the Village’s masonry construction requirements for residential and commercial properties. Most recently, this issue was discussed during deliberations on the variations requested by the new Meatheads restaurant. Attached is a memorandum from the Development Manager summarizing the pertinent issues concerning the Village’s current requirements found in the Village Code and Zoning Code. Village Board direction concerning these standards will be sought on Tuesday evening.

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

TO: Timothy C. Wiberg, Village Manager
FROM: Jan Hincapie, Director of Parks and Recreation
DATE: May 3, 2012
SUBJECT: Renaming of Channel Runne Park

Channel Runne Park is the elongated piece of land located along the west side of the Metropolitan Water Reclamation District (MWRD) channel on McCormick Avenue between Touhy and Devon Avenues. This land is utilized through a lease agreement with the MWRD. The use of this land as a park adds approximately 19 acres to the Lincolnwood Park System.

A Master Plan for Channel Runne Park was approved by the Village Board in August of 2006. The plan includes four phases of improvements that will allow for both active and passive recreation, utilizing the natural landscape whenever possible, and being attentive to issues of safety and accessibility.

The park offers great opportunities for nature and conservation education, as well as drop-in and organized recreation. One of the goals of the development is to be able to offer in-house programming and to provide field trip opportunities to other agencies and schools to study the numerous ecosystems in the park.

The Village completed the first phase of the Master Plan in 2007, which included the renovation and realignment of the existing bike path. The bike path is heavily used by residents of the region. This project was 50% funded by a State of Illinois Bike Path grant.

The next phase of construction, Phase II, which is currently underway, will be 50% funded by a State of Illinois Open Space Land Acquisition and Development (OSLAD)
grant. This phase includes the development of the outdoor amphitheater, an accessible pathway to the water’s edge, a nine-hole disc golf course, fishing area/channel access/stage combination, a bike and pedestrian entrance, vehicular access off McCormick Boulevard and a parking lot. Completion date will be on or around August 1, 2012.

Phase III of the Master Plan, which is being submitted for an Illinois Transportation Enhancement Program (ITEP) grant this year, will include a restroom/shelter facility adjacent to the parking lot, a nature trail and a lookout over the channel.

With the new look and added amenities in this park it is no doubt that the usage will increase. As a remembrance of the 100th anniversary of the incorporation of Tessville which was celebrated in 2011, it is recommended that the name of Channel Runne Park be changed to “Lincolnwood Centennial Park”. While commemorating an important year in Lincolnwood’s history, the new name will also make users aware that as they cross Touhy Avenue they have exited the Skokie Sculpture Park and have entered the Lincolnwood Park System. Providing positive identification of this newly-renovated park will certainly reflect favorably on the Village and its residents.

The renaming of the park is allowed per the Policy governing the Naming of Park Land, Buildings and Facilities which was approved at the April 17, 2012 meeting of the Village Board. The policy states:

A. Park land may be named after streets, geographical locations, events, or concepts (e.g. Peace, Unity, and Diversity).

It is the interpretation of staff that the Centennial Celebration of the Village would be considered an event, therefore qualifying as an acceptable name for park land.

The Parks and Recreation Board discussed the proposed re-naming at both their April and May board meetings. Prior to the May meeting input regarding the re-naming of the park was received from the Mayor and trustees. These suggestions were brought to the Parks and Recreation Board for discussion. The Mayor suggested that the word “freedom” be incorporated into the name of the park to recognize the donation of trees and amenities by the Hebrew Immigration Aid Society. This would be in addition to the signage at each of the grove areas.

The Park and Recreation Board voted to re-name the park “Lincolnwood Centennial Park”. The required super-majority vote was surpassed with a unanimous vote of the Board in favor of this action. While the Board didn’t vote to add the word “freedom” to the name of the park, they voted to add a subtitle to the sign that would designate the park as the site of the HIAS Freedom Grove.

Document Attached: Policy for Naming of Park Land, Building and Facilities
Purpose:
To establish a systematic and consistent approach for the official naming or renaming of park land, buildings, and facilities. Examples of park land include, but are not limited to: mini-parks, neighborhood parks, community parks and bikeways.

It is the objective of the Village of Lincolnwood:

1. To ensure that park land, buildings, and facilities are easily identified and located.
2. To ensure that names of park land, buildings and facilities will engender a strong public image and have public support.

Policy:
It is the responsibility of the Park Board to recommend to the Village Board names for park land, buildings, and facilities, or when appropriate, to change the existing name of park land, buildings, and facilities of the Village.

It is the policy of the Village of Lincolnwood to reserve the right to name or rename park land, buildings, and facilities in a manner that best serves the interest of the community and ensures a worthy and enduring legacy for the Village’s parks and recreation system.

A. Park land may be named after streets, geographical locations, events, or concepts (e.g., Peace, Unity, Diversity).

B. Park land may not be named after individuals.

C. The Park Board may solicit public input on park land, building and facility names through public meetings or other means.

D. The Park Board may hold public contests for the naming of park land, buildings and facilities. Such contests shall also be subject to the policies outlined above and are advisory, and are not binding.

E. Renaming of existing park land, buildings and facilities is discouraged, except to rename park land, buildings, and facilities that are named after an individual whose character is or was such that continued use of the individual’s name for park land, buildings and facilities is not in the best interest of the Village.

F. Park land, buildings and facilities will be named only after discussion by the Park Board and then a waiting period of not less than sixty days. A supermajority vote is required of the Park Board and Village Board to name park land, buildings and facilities or to change the name of park land, buildings and facilities of the Village.
MEMORANDUM

TO: Timothy C. Wiberg, Village Manager
FROM: Aaron N. Cook, AICP, Development Manager
DATE: May 10, 2012
SUBJECT: Masonry Design Requirements for Commercial Buildings

The Village of Lincolnwood has a long tradition of masonry construction. Although clearly a longstanding requirement, when and how this tradition began is uncertain. It appears that local Village regulations requiring exterior masonry construction first occurred through adoption of the Village’s building codes.

Although there are no records as to what prompted the earliest requirements for masonry construction in the Village, given the era in which they were likely adopted, there is a sense that these regulations first occurred in response to the Great Chicago Fire and specifically were intended to inhibit the spread of fires.

Much more recently, design standard sections were added to the Village’s Zoning Code that regulate and require masonry exteriors. Therefore, in what appears to have started initially as a requirement (in the Building Code) to decrease the spread of fires and increase fire resistance for residential and commercial buildings, the masonry construction requirement, as now included in design standards of the Zoning Code, has transitioned and become established as a community aesthetic.

**Village Building Code**
Like most communities, the Village adopts model building codes and updates these periodically. These model codes do not themselves specify or require masonry exterior construction. In Lincolnwood, such a masonry requirement however was adopted as part of a local amendment to the model code. In adopting the most recent model buildings codes, currently the pertinent local amendment states:

“the provisions of this Article shall not be deemed to nullify any provisions of the Zoning Ordinance or any other ordinance, law or statute of the Village pertaining to the location, or type of construction of buildings. All exterior walls shall be of solid masonry
construction, except single family residences, which may have masonry veneer exterior walls and/or use other durable exterior finishing material when/if the Building Commissioner determines it is not structurally feasible to use a masonry veneer”.

Elsewhere, another local amendment to the Building Code states:

“The use of Exterior Insulation Finishing Systems (“EFIS”) for example, Dryvit, or similar products, on exterior walls is specifically prohibited”

Current Residential Masonry Standard
The Zoning Code currently regulates masonry construction for both residential and commercial properties via design standards. These design sections were added to the Zoning Code as part of the 2008 comprehensive update. In 2010 the Village reviewed these standards for residential properties and ultimately concluded that the masonry regulation should be clarified by excluding dormers and gables from the masonry requirement. As a result, Section 6.09(2) of the Zoning Code was amended as follows (added language in italics and underlined):

“All residential dwelling units shall contain no more than 10 percent of a non-masonry material on the exterior walls of the second floor elevation, with no more than 50 percent of any façade covered with a non-masonry material; provided, however, that this Section 6.09(2) shall not include dormers and gables. All residential dwelling units shall contain masonry on 100 percent of each first floor elevation or ground levels of such unit. All materials for the remaining wall surfaces shall be approved by the Zoning Officer and Building Department staff. The use of EIFS is prohibited on all exterior walls.”

Current Commercial Masonry Standard
During the recent Meatheads consideration, Village Board members indicated a desire to review masonry requirements for nonresidential buildings. For commercial buildings, the current masonry standard found in the Zoning Code is a requirement for the “predominance” of the building to be masonry. This section states:

“All commercial, institutional and civic buildings shall consist of solid and durable facades on all sides of a building facing a public street and shall be compatible with the character and scale of the surrounding area. Any exterior building façade shall incorporate a predominance of high quality materials that may include, but are not limited to, brick, sandstone, other native stone, or glass. Brick, sandstone or other native stones shall at a minimum extend from ground level to the top of windows with minor accents allowed in place of the predominant material”

“The use of concrete block, split face block, pre-cast panels, and/or masonry stucco is permitted as a minor or accent building material, but is strongly discouraged for use as a predominant building material. The exterior surface of a masonry wall shall consist of a textured finished surface, shall not have a flat surface, and shall not be constructed of concrete block or cinder block having a plain, flat surface.”
For properties located in the Lincoln Avenue Overlay District, the zoning requirement is stricter and simply requires “masonry-only” buildings. The Zoning Code does not currently define “predominance” or “masonry”.

The Lincoln Avenue Overlay District requirement of all masonry construction may be too restrictive as it does not allow for use of any non-masonry materials. The Zoning Code requirement for all commercial structures to be constructed with a “predominance” of masonry is unclear. The Zoning Code is also unclear as to what is considered masonry and conversely what materials are not considered masonry. If only for purposes of objective administration of the community’s masonry requirements, clarification of these sections is recommended. At the May 15, Committee of the Whole meeting, staff will discuss the Village’s existing masonry requirements and compare how other communities regulate masonry construction requirements.

**Masonry Standards**
Most communities do not regulate or require masonry exteriors for buildings, particularly through their zoning code. That said, in the Chicago area, the following communities have some sort of masonry regulation: Naperville; Homer Glen; Mokena; and, Orland Park. With the aid of the Brick Industry Association, staff researched communities across the United States to review those masonry standards incorporated into Building, Zoning, or other municipal codes, relative to masonry construction requirements.

While some communities simply encourage the use of masonry, when masonry is required, staff found that communities typically stipulate a minimum percentage of the exterior materials to be comprised of masonry. These masonry percentages found, range from 50%-100% of exterior walls required to be of masonry materials. The benefit of using a percentage factor for determining compliance with the masonry requirement is that it is objective and easily administered.

**Masonry Definitions**
In adopting the appropriate percentage of masonry construction required, it is also important to define what materials meet the “masonry” requirement and what materials do not. Staff’s research indicates that each community appears to define masonry somewhat differently, some narrowly defining masonry and others using the term “masonry” more broadly.

Currently, the Village’s Zoning Code does not contain a definition of “masonry” and this has led to confusion over products and materials that are deemed to meet the Village’s masonry requirement (the Zoning Code does define “masonry wall” as “a wall constructed of a type of masonry product permitted by Village codes, such as stone or brick”). To remedy this, staff recommends that the Zoning Code Definitions Section, be amended to include appropriate terms and definitions. To this end, terms such as brick, stone, masonry materials, decorative concrete block, etc., may be appropriate. Staff has found that communities that have masonry requirements typically include definitions for materials that are to be used toward meeting the masonry construction requirement.

While brick, and stone are materials universally considered masonry, other products and materials such as stucco, precast concrete panels, decorative concrete block and cementitious fiber board siding (such as “Hardy Plank” or “Hardy Board”), are sometimes deemed masonry
by some communities and in others not. Staff seeks input and direction from the Village Board in determining what material should be classified as a masonry material and what is not. Staff does recommend that definitions be included in the zoning code that clarifies what material is considered masonry.

Below is an example of some definitions recommended by the Brick Industry Association for ordinances mandating masonry:

**Masonry materials** shall mean and include that form of construction defined below and composed of clay brick, stone, decorative concrete block, rock or other materials of equal characteristics laid up unit by unit set in mortar.

**Brick** – Includes kiln fired clay or shale brick manufactured to ASTM C216 or C652, Grade SW, can include concrete brick if the coloration is integral, shall not be painted, and it is manufactured to ASTM C1634; minimum thickness of two and one quarter inches when applied as a veneer, and shall not include underfired clay or shale brick.

**Stone** – Includes naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable all weather stone that is customarily used in exterior building construction; may also include cast or manufactured stone product, provided that such product yields a highly textured stone-like appearance, its coloration is integral to the masonry material and shall not be painted on, and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of two and five eighths inches when applied as a veneer.

**Decorative Concrete Block** – Includes highly textured finish, such as split faced, indented, hammered, fluted, ribbed or similar architectural finish; coloration shall be integral to the masonry material and shall not be painted on; minimum thickness of three and five eighths inches when applied as a veneer; shall include lightweight and featherweight concrete block or cinder block units.

**Precast concrete panels** – Includes products often associated with tilt-up wall construction but only allowed if post-constructed wall areas are then covered by defined masonry materials that can be laid up unit by unit set in mortar and meet the required percentage of coverage as defined in this ordinance.

The following materials shall not qualify nor be defined as “masonry construction” in meeting the minimum requirements for exterior construction of buildings, unless specifically approved by variance:

- Stucco, exterior plaster, adobe or mortar wash surface material
- Exterior insulation and finish systems (EIFS), acrylic matrix, synthetic plaster, or other similar synthetic material
- Cementitious fiber board siding (such as “Hardy Plank” or “Hardy Board”)

**Recommendation**

Utilizing an exterior percentage requirement is a clearer and more objective standard, more easily administered and understood than utilizing the standard and term “predominance”, as is
the current case, and staff recommends consideration of a zoning code text amendment adopting a masonry standard that utilizes a percentage masonry requirement for exterior walls of commercial buildings. Staff suggests for consideration, that this minimum masonry percentage amount be 75%. Also included in this recommendation is the elimination of the more restrictive “masonry only” requirement found in the Lincoln Avenue Overlay District.

Staff also recommends that relevant and associated terms be defined within the Zoning Code to aid in the consistent enforcement of the masonry design standards. To help develop the appropriate terms and definitions, direction is sought at the COTW meeting on what materials ought to be defined and allowed as meeting the masonry requirement and which products or materials do not.
AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes
   1. Board Meeting Minutes-May 1, 2012

V. Warrant Approval

VI. Village President’s Report

VII. Consent Agenda (If any one wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)

   1. Approval of an Ordinance Granting Variations for the Development of 6734 North Lincoln Avenue
   2. Approval of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Granting a Side Yard Setback Variation from Section 4.11 of the Zoning Code, for the Construction of a Second-Floor Addition to an Existing Residential Structure at 6716 North Nokomis Avenue
   3. Approval of an Ordinance Amending Article 3 of Chapter 17 Regulating Curfew, an Ordinance Amending Section 18 of Article 3 of Chapter 17 Prohibiting Possession of Marijuana, and Article 9 of Chapter 9 Regulating Itinerant Merchants and Second Hand Dealers
   4. Approval of a Resolution Rejecting Bids Received for Sidewalk Improvements
   5. Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution Awarding a Bid and Authorizing the Village Manager to Execute an Agreement with Alltown Bus Service, Inc. to Provide the 2012 Summer Program Transportation Services in the Amount Not to Exceed $25,000
   6. Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution to Establish a Policy for Sponsorship and Advertising

VIII. Regular Business

   7. Consideration of a Recommendation by the Park and Recreation Board to Adopt an Ordinance Changing the Name of “Channel Runne Park” to “Lincolnwood Centennial Park”

IX. Manager’s Report
X. Board, Commission, and Committee Reports
XI. Village Clerk’s Report
XII. Trustee Reports
XIII. Public Forum
XIV. Executive Session
   An Executive Session is requested to discuss personnel and land sale
XV. Adjournment

DATE POSTED: May 11, 2012

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6 and AT&T U-VERSE Channel 99 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. or online at www.lincolnwoodil.org/boardmeetings.cfm. To view the broadcast schedule visit: www.lincolnwoodil.org/lincolnwoodcommunitytv.cfm.
Call to Order
Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, May 1, 2012 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag
The Corporate Authorities and all persons in attendance recited the Pledge of Allegiance to the flag of our country.

Roll Call
On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Turry, Trustees Patel, Sprogis-Marohn, Elster, Leftakes, Heidtke
ABSENT: Trustee Swanson
A quorum was present.
Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, Assistant Village Manager; Steven Elrod, Village Attorney; Timothy Clarke, Community Development Director; Michael Marzal, Assistant to the Village Manager; Robert Merkel, Finance Director; Charles Greenstein, Village Treasurer; Manuel Castaneda, Public Works Director; Ashley Engelmann, Assistant to Public Works Director; Police Chief Robert LaMantia;

Approval of Minutes
1. The minutes of April 17, 2012, Regular Village Board Meeting had been distributed in advance and were examined. Trustee Elster moved to approve the minutes as presented, Trustee Sprogis-Marohn seconded the motion. The motion passed with a Voice Vote.

Warrant Approval
Trustee Heidtke moved to approve the Warrants in the amount of $708,049.56. The motion was seconded by Trustee Leftakes.
Upon Roll Call by Village Clerk Herman the results were:
AYES: Trustees Heidtke, Leftakes, Sprogis-Marohn, Elster, Patel
NAYS: None
The motion passed.

Village President’s Report
1. District 74 Student Art Exhibit
An exhibit of student art work, grades K-12 is currently in the Gallery of Village Hall. The exhibit, titled “Beyond the Basics” will be on display through May 30, 2012. A public reception honoring the student artists will take place between 6 and 7PM on May 15. President Turry invited all residents to come to Village Hall to view this fine work by the youngsters.
2. **Proclamation Regarding Arbor Day**
President Turry read the proclamation regarding Arbor Day. President Turry stated that trees provide environmental benefits as well as a renewable resource benefit and economic benefits. He spoke of the importance of tree planting and the overall benefits to our community. President Turry proclaimed May 19, 2012 as Arbor Day in the Village of Lincolnwood and stated that in honor of this day, a Bald Cypress tree would be planted in Flowers Park. He encouraged and invited all residents, students and families to participate in the planting and Arbor Day observance. The Board concurred with the proclamation.

3. **Vehicle Sticker Winner**
President Turry announced the winner of the Vehicle Sticker Award for 2012/2013. Seville Khoshaba was the Lincoln Hall student who created the new design for the sticker. Seville’s parents Silvana and Waleed accompanied him and also received congratulations from President Turry. The family received a framed copy of Seville’s design and also a vehicle sticker for their car. President Turry read a statement of congratulations from Andy MacCrimmon, Lincoln Hall Art teacher.

4. **Recognition of 2011 Police Employee of the Year Officer Travis Raypole**
President Turry and Police Chief Robert LaMantia spoke regarding the impressive accomplishments of Officer Raypole. Officer Raypole’s parents and wife were in attendance. Dr. Jim Nicoliet, a representative of cv, the local American Legion Post made the presentation to Officer Raypole. Officer Raypole spoke thanking his family, his department and the community for assisting him in reaching this place of honor.

**Consent Agenda**
President Turry announced that if anyone wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the Village Clerk and the matter will be removed from the Consent Agenda and added to Regular Business. He then read aloud the following items:

1. **Approval of a Resolution Adopting Prevailing Wages Effective May 1, 2012 for the State of Illinois Prevailing Wage Act**

2. **Approval of two Resolutions: (1) Pledging $100,000 in Local Funds Required to Apply for a $200,000 Grant through the Illinois Transportation Enhancement Program for Phase III Channel Runne Park Improvements and (2) Pledging $368,000 in Local Funds Required to Apply for a $1,472,000 Grant through the Illinois Transportation Enhancement Program for a Pedestrian/Bicycle Overpass on Lincoln Avenue**

Trustee Heidtke moved to approve the Consent Agenda as presented. Trustee Patel seconded the motion. Upon Roll Call by Village Clerk Herman the results were: 
AYES: Trustees Heidtke, Patel, Leftakes, Sprogis-Marohn, Elster  
NAYS:  None

The motion passed.
Regular Business

3. Consideration of an Ordinance Amending Section 17-2-16 of the Village Code Regarding the Use of Gasoline-Powered Leaf Blowers

This item was presented by Mr. Petroshius. The item was discussed at this evening’s Committee of the Whole.

Mr. Petroshius presented background information including the recommendation for exemption of commercial properties.

Resident Peter Nitto of 6650 Kilpatrick addressed the Board. Mr. Nitto expressed concerns over illegal timing for use of leaf blowers. He stated that he has not received satisfaction as the result of his calls to the police department. It was requested that Mr. Nitto attend the next CORB meeting. He will be notified of time and location of the next CORB meeting.

There was no discussion.

Trustee Elster moved to approve the drafting of this Ordinance, seconded by Trustee Sprogis-Marohn.

Upon Roll Call the results were:

AYES: Trustees Elster, Patel, Sprogis-Marohn, Heidtke, Leftakes
NAYS: None

The motion passed.

4. Consideration of the Following Zoning Code Variations Recommended by the Zoning Board of Appeals Concerning a Proposed New Restaurant on Property Located at 6734 North Lincoln Avenue: 1) to Reduce the Required Corner Side Yard Setback; 2) to Permit Fewer than the Required Number of Minimum Off-Street Parking Spaces; 3) to Permit Less than the Required Minimum Perimeter Landscape Width for Off-Street Parking Lots; 4) to Permit Less than the Required Interior Landscape Requirements for Off-Street Parking Lots; 5) to Permit Less than the Required Minimum Landscape Requirements for Foundation Plantings; 6) to Permit Building Materials for the Proposed Restaurant to Vary from the Masonry Requirements; and 7) to Permit Outdoor Parking Lot Lighting to Exceed Maximum Illumination Levels

This item was presented by Mr. Cook with use of PowerPoint.

The location of the variation requests is 6734 N. Lincoln Avenue, the former Silo property.

The proposed new development is Meatheads Burgers and Fries.

An artist’s rendering was presented.

New 2,000 s. f. restaurant building
- Ground Level + Mezzanine
- Outdoor Patio
- No Drive-Thru

New 38 space off-street parking lot

Expected Hours of operation – 11AM-9PM (10PM Friday/Saturday)

A proposed floor plan was exhibited

April 18, 2012 Public Hearing

One Resident Provided Testimony
- Inquiry on hours of operation
- Expressed concern, existing business use of alley
ZBA Considered Each Request Variation

- Six variations recommended unanimously
- Variation concerning masonry recommended 6 – 1
- All recommendations subject to seven conditions

ZBA Recommended Conditions

1) Replace sections of adjoining public sidewalk, as directed and approved by Public Works Director
2) Install/relocate parkway trees as directed and approved by Public Works Director
3) Water service connections subject to review and approval by Public Works Director and Village Engineer
4) Prior to building occupancy, payment to the Village of “In lieu of” storm water detention payment
5) Prior to building occupancy a security plan shall be submitted for review and approval by Police Chief.
6) All pavement striping shall be thermoplastic
7) Landscaping along southwest building side to increase 3.5 feet (service sidewalk relocation) & landscaping required along northeast wall of garbage enclosure

A revised landscape plan was presented.

Project Timeline

- December, 2011 – Discuss Potential Project
- February, 2012 – Plans Submitted for Review
- March 7, 2012 – Review Team Meeting
- March 20, 2012 – Discussion at COTW
- April 18, 2012 – ZBA Public Hearing
- May 1, 2012 – Village Board Consideration

Discussion ensued regarding engineer’s recommendation for parking lot maintenance every three years which would eliminate the need for thermoplastic striping.
Additional discussion ensued including clarification from Meathead representative Tom Jednorowicz.

Trustee Sprogis-Marohn moved to approve the recommendation to prepare Code variations recommended by the Zoning Board of Appeals and exclude recommendation for thermoplastic parking lot striping, seconded by Trustee Patel.
Upon Roll Call the results were:
AYES: Trustees Sprogis-Marohn, Patel, Leftakes, Heidtke, Elster
NAYS: None

The motion passed.

Manager’s Report
Mr. Wiberg stated that our promenade improvement process continues. He urged residents to follow the signs and thanks the public for their patience.

Board and Commissions Report
None

Village Clerk’s Report
None
Trustee Reports
None

Public Forum
None

Adjournment to Executive Session
Trustee Elster moved to adjourn the Village Board Meeting to Executive Session for the purpose of discussion of potential litigation and possible land sale or acquisition at 8:28 P.M., seconded by Trustee Patel.
Upon Roll Call the Result was:
AYES: Trustees Elster, Patel, Sprogis-Marohn, Heidtke, Leftakes
NAYS: None

Reconvened
President Turry reconvened the Village Board Meeting at 9:23 P.M.

Adjournment
Trustee Leftakes moved to adjourn the Village Board Meeting at 9:24 P.M., seconded by Trustee Elster.
The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk
TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: May 11, 2012

The following are the totals for the List of Bills being presented at the May 15th Village Board meeting.

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Batch: 201-05-2012

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205-000-210-2430  Parks and Recs Control Deposit
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DRAGICEV Total: 40.00

Dragicevic Svjetlana Total: 40.00

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2012-926    04/16/2012  20.25  0.00  05/15/2012 Passport tags & gear locker signs  -  No  0000
101-350-512-5665  Firefighting supplies
2012-926 Total: 20.25
EAGLE Total: 20.25

Eagle Engraving Total: 20.25

Elite Printer Solutions
ELITE
0195    04/02/2012  89.98  0.00  05/15/2012 Supplies  -  No  0000
101-240-517-5700  Office supplies
0195 Total: 89.98
ELITE Total: 89.98

Elite Printer Solutions Total: 89.98

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205-503-515-5270  Purchased program services
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College of DuPage
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Report Total: 1,008,082.44
REFERRED TO BOARD: May 15, 2012  
AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Granting Variations for the Development of 6734 North Lincoln Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the May 1, 2012 Village Board meeting, the Village Board considered the recommendations of the Zoning Board of Appeals (ZBA) concerning seven zoning code variations sought for the development of a new Meatheads restaurant building and off-street parking lot proposed for 6734 North Lincoln Avenue. The Zoning Board of Appeals has recommended granting these requested variations with certain conditions.

At the May 1, 2012 meeting, Meatheads requested that one of the recommended conditions concerning a requirement to utilize thermoplastic material for the parking lot striping be eliminated and substituted instead with a requirement that the parking lot be seal coated and restriped (with paint) every three years. The Village Board concurred with this substitute condition and subsequently directed the Village Attorney to prepare an ordinance that would grant the requested variations subject to the development conditions recommended by the ZBA, as modified by the substitute condition on parking lot sealcoating and striping.

Pursuant to this direction, attached for Village Board approval is this Ordinance prepared by the Village Attorney and agreed to by Meatheads.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance

RECOMMENDED MOTION:
Move to approve an Ordinance granting variations for the development of 6734 North Lincoln Avenue.
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-_____

AN ORDINANCE GRANTING VARIATIONS FOR
THE DEVELOPMENT OF 6734 N. LINCOLN AVENUE

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF MAY, 2012.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_______ day of May, 2012

Village Clerk
AN ORDINANCE GRANTING VARIATIONS FOR
THE DEVELOPMENT OF 6734 N. LINCOLN AVENUE

WHEREAS, Lincolnwood Lincoln, LLC ("Owner") is the record title owner of that
certain property located in the B1 Traditional Business District ("B-1 District") and the Lincoln
Avenue Overlay District ("Overlay District"), commonly known as 6734 North Lincoln
Avenue, and legally described in Exhibit A attached to and, by this reference, made a part of this
Ordinance ("Property"); and

WHEREAS, the Owner desires to construct a new building ("Proposed Building") and
exterior patio on the Property for use as a restaurant ("Proposed Development"); and

WHEREAS, pursuant to Section 4.13 of the "Village of Lincolnwood Zoning
Ordinance," as amended ("Zoning Ordinance"), the minimum corner yard setback for the
Property is 10 feet ("Setback Requirement"); and

WHEREAS, pursuant to Section 7.10 of the Zoning Ordinance, the minimum number of
off-street parking spaces for the Proposed Development is 40 parking spaces ("Parking
Requirement"); and

WHEREAS, pursuant to Section 6.14(1) of the Zoning Ordinance, the minimum
perimeter landscape width is 8 feet ("Perimeter Landscape Requirement"); and

WHEREAS, pursuant to Section 6.14(2) of the Zoning Ordinance, a planting island equal
in area to a parking space is required at the end of each parking row ("Planting Island
Requirement"); and

WHEREAS, pursuant to Section 6.15 of the Zoning Ordinance, a minimum setback and
landscape area of six feet in width shall be located along the foundations of all buildings
("Foundation Landscape Requirement"); and

WHEREAS, pursuant to Sections 6.04(3) and 8.17 of the Zoning Ordinance, all buildings
on the Property are required to be constructed of masonry materials ("Masonry Requirement"); and

WHEREAS, pursuant to Section 6.07 of the Zoning Ordinance, outdoor, parking lot, light
fixtures located in commercial developments are prohibited from exceeding a 2.1 foot-candle
illumination level ("Lighting Requirement"); and

WHEREAS, the Owner and the Village desire for the Property to be put to its optimum
use; and

WHEREAS, the Proposed Development does not satisfy the Setback Requirement, the
Parking Requirement, the Perimeter Landscape Requirement, the Planting Island Requirement,
the Foundation Landscape Requirement, the Masonry Requirement; and the Lighting
Requirement; and
WHEREAS, in order to permit the construction of the Proposed Development, the Owner has filed an application for variations from the Setback Requirement, the Parking Requirement, the Perimeter Landscape Requirement, the Planting Island Requirement, the Foundation Landscape Requirement, the Masonry Requirement; and the Lighting Requirement (collectively, the "Requested Variations"); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("ZBA") to consider approval of the Requested Variations was duly advertised in the Lincolnwood Review on March 29, 2012 and held on April 18, 2012; and

WHEREAS, on April 18, 2012, the ZBA made findings and recommendations in support of the Requested Variations, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variations meet the required standards for variations as set forth in Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Variations, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. APPROVAL OF REQUESTED VARIATIONS. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the Village President and Board of Trustees shall, and do hereby, grant the following variations from the Zoning Ordinance to permit the construction of the Proposed Development:

A. Corner Yard Setback. A variation from Section 4.13 of the Zoning Ordinance to decrease the minimum corner yard setback for the Proposed Development from 10 feet to three feet along Crawford Avenue.

B. Off-Street Parking. A variation from Section 7.10 of the Zoning Ordinance to decrease the required number of off-street parking spaces from 40 parking spaces to 38 parking spaces.

C. Perimeter Landscape Width. A variation from Section 6.14(1) of the Zoning Ordinance to decrease the minimum perimeter landscape width along the south lot line of the Property from eight feet to five feet.

D. Planting Islands. A variation from Section 6.14(2) of the Zoning Ordinance to not require the construction of a planting island at the southeast end of the proposed
center row of parking spaces and the west end of the south-most row of proposed parking spaces.

E. **Foundation Landscaping.** A variation from Section 6.15 of the Zoning Ordinance to decrease the minimum setback and landscape area required along the foundation of the Proposed Building from six feet in width to three feet in width along Crawford Avenue, from six feet to five feet along Lincoln Avenue, and from six feet to three-and-a-half feet along the southwest wall of the Proposed Building.

F. **Masonry Materials.** A variation from Sections 6.04(3) and 8.17 of the Zoning Ordinance to permit the use of cedar wood, fiber cement, and steel panels in addition to brick masonry for the Proposed Building.

G. **Lighting.** A variation from Section 6.07 to increase the maximum illumination levels of the parking lot lighting fixtures from 2.1 foot-candles to 4.2 foot-candles.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section Two of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property shall comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. **Compliance with Site Plan.** Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Property shall comply with that certain Site Plan, Preliminary Engineering Plan, and Preliminary Landscape Plan ("Site Plans") prepared by Cross Engineering & Associates, Inc., consisting of three sheets, and dated with a revision date of April 26, 2012, and Floor Plan and Exterior Elevations Plan ("Building Plans") prepared by OHR Consulting, Inc., consisting of three sheets, and dated March 22, 2012 copies of which are attached to and, by this reference, made a part of this Ordinance as Exhibit B ("Site Plans and Building Plans").

C. **Limitation of Variations.** The variation granted in Section Two of this Ordinance shall apply and be limited only to the Proposed Development, as depicted in the Site Plan. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Property or to the Proposed Development without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
D. **Replacement of Sidewalk.** Prior to the issuance of any certificate of occupancy, the Owner shall replace any sections of the public sidewalk adjacent to the Property as required by the Village Director of Public Works in his sole and absolute discretion.

E. **Parkway Trees.** Prior to the issuance of any certificate of occupancy, the Owner shall install and/or relocate trees in the parkway of the Property as required by the Village Director of Public Works in his sole and absolute discretion.

F. **Water Connections.** Prior to installation of any water service connections, the Owner shall seek and obtain, approval from the Village Director of Public Works and the Village Engineer for such connections.

G. **Payment In Lieu.** In accordance with Section 12-6-9 of the Municipal Code of Lincolnwood ("Village Code"), prior to the issuance of any certificate of occupancy, the Owner shall pay to the Village a fee in lieu of providing stormwater detention in an amount determined by the Village Engineer and calculated in accordance with Section 12-6-9 of the Village Code.

H. **Security Measures.** Prior to the issuance of any certificate of occupancy, the Owner shall submit for review and approval by the Village's Chief of Police a security plan for the Premises.

I. **Parking Lot Maintenance.** The Owner shall sealcoat and restripe the parking lot of the Proposed Development at least once every three years.

J. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner shall pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Owner shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section Two of this Ordinance shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section Two of this Ordinance unless they shall first provide the Owner with two months advance written notice of the reasons for
revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the B-1 District and Overlay District, and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section Two of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

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

SECTION 8. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. Passage by the Village President and Board of Trustees in the manner required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit C attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.
PASSED this ___ day of May, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ___ day of May, 2012.

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

ATTESTED and FILED in my office this
___ day of __________, 2012

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

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: Lots 10, 11, 12, 13 and 14, excepting that part of said Lot 14 described as follows: Commencing at the Southwest corner of said Lot 14; thence North 00 degrees, 00 minutes, 00 seconds East (assumed bearing) along with the West line of said Lot 14, a distance of 5.00 feet to a point, said point being the point of beginning; thence continuing North 00 degrees, 00 minutes, 00 seconds East along the West line of said Lot 14 a distance of 16.00 feet to a point; thence North 90 degrees, 00 minutes, 00 seconds East, a distance of 95.05 feet to a point in the Easterly line of said Lot 14; thence South 27 degrees, 01 minutes, 09 seconds East along the Easterly line of said Lot 14, a distance of 17.96 feet to a point; thence South 90 degrees, 00 minutes, 00 seconds West, a distance of 103.25 feet to the point of beginning, all in Block 19 in Lincoln Avenue Gardens Subdivision of part of the North Half of the Southwest Quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: That part of the vacated alley, as vacated by Ordinance recorded January 29, 1992, as Documents 92057835 and 92057836, lying adjacent to Lots 9 to 14, in Block 19 in Lincoln Avenue Gardens, a subdivision in the North Half of the Southwest Quarter of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northwest corner of said Lot 13; thence North along the West line of said Block 19, a distance of 16.0 feet to the Southwest corner of said Lot 12; thence East along the South line of Lot 12, a measured distance of 75.72 feet to a bend point at the Southeast corner of said Lot 12, also being the Southwest corner of said Lot 11; thence Southeasterly along the Southerly line of said Lot 11; a measured distance of 25.02 feet to a bend point at the Southeast corner of said Lot 11, also being the Southwest corner of said Lot 10; thence Southeasterly along the Southwesterly line of said Lot 10, a measured distance fo 27.38 feet to the Southeast corner of said Lot 10 being also the Southwest corner of said Lot 9; thence Southwesterly to a point in the Easterly line of said Lot 14, said point being 7.11 feet Southeasterly of the Northeasternly corner of said Lot 14; thence Northwesterly along the Easterly lines of said Lots 14 and 13 a measured distance of 26.57 feet to a bend point; thence Northwesterly along the Northeasternly most line of said Lot 13, a measured distance of 15.96 feet to a bend point; thence West along the North line of said Lot 13, a distance of 70.31 feet to the point of beginning, in Cook County, Illinois.

Commonly known as: 6734 North Lincoln Avenue; Lincolnwood, Illinois.
EXHIBIT B

SITE PLANS AND BUILDING PLANS
EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Lincolnwood Lincoln, LLC ("Owner") is the record title owner of that
certain property located in the B1 Traditional Business District and the Lincoln Avenue Overlay
District, commonly known as 6734 North Lincoln Avenue, in the Village ("Property"); and

WHEREAS, Ordinance No. 2012-_______, adopted by the Village President and Board
of Trustees on May __, 2012 ("Ordinance"), grants variations from "The Village of
Lincolnwood Zoning Ordinance" to permit the construction of new building and exterior patio on
the Property for use as a restaurant; and

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

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

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

2. The Owner acknowledges that public notices and hearings have been properly
given and held with respect to the adoption of the Ordinance, has considered the possibility of
the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on
the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and shall not be, in
any way, liable for any damages or injuries that may be sustained as a result of the Village's
granting of variations for the Property or its adoption of the Ordinance, and that the Village's
approvals do not, and shall not, in any way, be deemed to insure the Owner against damage or
injury of any kind and at any time.

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

[SIGNATURE PAGE FOLLOWS]
Dated: MAY 8, 2012

LINCOLNWOOD LINCOLN, LLC

B: [Signature]

Its: MANAGING MEMBER

Exhibit C

#11192630_V2
Request For Board Action

REFERRED TO BOARD: May 15, 2012

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Granting a Side Yard Setback Variation from Section 4.11 of the Zoning Code, for the Construction of a Second-Floor Addition to an Existing Residential Structure at 6716 North Nokomis Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The petitioner, Mark Pieczka President of Renmar Properties Inc., is seeking approval of a side yard setback variation in order to construct a second-story addition to the residential property located at 6716 North Nokomis Avenue. This property is within the R1 Residential District. The proposed second-story addition will be on the north end of the existing single-family residence above the existing attached garage. This proposed addition will match the existing setback of five feet four inches. The existing home was constructed in approximately 1950 with the subject side yard setback at the current setback of five feet four inches. The Zoning Code now requires this property to have a side yard setback of seven feet six inches.

A search of Village action within the past three years found seven requests for relief from the required side yard setback. In each case the relief was granted in order to permit an addition to match the existing home which also encroached into the required side yard.

Public Hearing
At the Zoning Board of Appeals (ZBA) meeting of April 18, 2012, the ZBA considered the proposed request. The ZBA asked the petitioner if the addition could comply with the required side yard setback as required by the Zoning Code. Mr. Pieczka stated that matching the existing first floor setback is the best design and construction method. Except for the testimony of the petitioner no other public testimony was received at the ZBA hearing. Staff noted for the record that one phone call was received on the project and the caller was generally favorable of the proposal.

By a unanimous 7-0 vote, the ZBA is recommending approval of the requested side yard setback variation. Consistent with this recommendation, attached for approval is the proposed Ordinance that would approve this variation.
FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance
2. ZBA Minutes April 18, 2012 Excerpt
3. ZBA Report April 18, 2012 Excerpt
4. Staff Report to ZBA
5. Application for Residential Variation
6. Plat of Survey
7. Proposed Site Plan and Building Elevations
8. Proof of Ownership
9. Zoning Calculation Sheet
10. Petitioner Submitted Photograph of Subject Property

RECOMMENDED MOTION:
Move to approve an Ordinance Granting a variation to permit the existing single-family Residence and a second-story addition to encroach into the required seven feet six inch side yard setback for the property located at 6716 North Nokomis Avenue.
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-_____

AN ORDINANCE GRANTING A VARIATION
FOR THE CONSTRUCTION OF A SECOND-FLOOR ADDITION
TO AN EXISTING RESIDENTIAL STRUCTURE

(6716 North Nokomis Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS _____ DAY OF MAY, 2012.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_______ day of May, 2012

__________________________
Village Clerk
AN ORDINANCE GRANTING A VARIATION
FOR THE CONSTRUCTION OF A SECOND-FLOOR ADDITION
TO AN EXISTING RESIDENTIAL STRUCTURE

(6716 North Nokomis Avenue)

WHEREAS, Renmar Properties ("Owner") is the record title owner of that certain property located in the R-1 Residential District ("R-1 District"), commonly known as 6716 North Nokomis Avenue, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("Property"); and

WHEREAS, the Property is improved with a two-story, single-family residential structure ("Structure"); and

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

WHEREAS, the Owner desires to construct a 492-square foot addition to the second floor of the existing Structure ("Proposed Addition"); and

WHEREAS, the Structure is located, and the Proposed Addition will be located, approximately five feet four inches from the north side lot line, in violation of the minimum setback regulation set forth in Section 4.11 of the Zoning Ordinance; and

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

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("ZBA") to consider approval of the Requested Variation was duly advertised in the Lincolnwood Review on March 29, 2012 and held on April 18, 2012; and

WHEREAS, on April 18, 2012, the ZBA made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets the required standards for variations as set forth in Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:
SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF REQUESTED VARIATION. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the Village President and Board of Trustees shall, and do hereby, grant a variation from Section 4.11 of the Zoning Ordinance to decrease the minimum north side yard setback for the Structure and the Proposed Addition, from seven feet six inches to five feet four inches.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approval granted pursuant to Section Two of this Ordinance shall be, and is hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property shall comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Site Plan. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Property shall comply with that certain Site Plan prepared by ABD & Associates, Ltd., consisting of two sheets, and dated March 13, 2012, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit B ("Site Plan").

C. Limitation of Variation. The variation granted in Section Two of this Ordinance shall apply and be limited only to the Structure and to the Proposed Addition, both as depicted in the Site Plan. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Structure or to the Proposed Addition without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.

D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner shall pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Owner shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section Two of this Ordinance shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section Two of this Ordinance unless they shall first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the R-1 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section Two of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

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

SECTION 8. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. Passage by the Village President and Board of Trustees in the manner required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit C attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within
30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this ___ day of May, 2012.

AYES: _____

NAYS: _____

ABSENT: ___

ABSTENTION: _____

APPROVED by me this ___ day of May, 2012.

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

ATTESTED and FILED in my office this
_____ day of ____________, 2012

________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 17 AND THE SOUTH ½ OF LOT 128 IN BLOCK 4 IN GUBBINS AND MCCDONNEL’S SECOND EDGE BROOK GOLF ADDITION OF LOTS 7, 8 AND PART OF LOT 9 IN COUNTY CLERK’S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1928, AS DOCUMENT NUMBER 10041003 IN BOOK 259 OF PLATS, PAGE 27.

Commonly known as: 6716 North Nokomis Avenue, Lincolnwood, Illinois.

PIN: 10-33-400-038-0000
EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Renmar Properties ("Owner") is the record title owner of that certain property located in the R-1 Residential District, commonly known as 6716 North Nokomis Avenue, in the Village ("Property"); and

WHEREAS, Ordinance No. 2012-_______, adopted by the Village President and Board of Trustees on May __, 2012 ("Ordinance"), grants a variation from "The Village of Lincolnwood Zoning Ordinance" to permit the continued maintenance of a residential structure, and the construction of a second-floor addition to the structure, on the Property; and

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

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

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

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of a variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

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

[SIGNATURE PAGE Follows]
Dated: 5-7, 2012

RENNMAR PROPERTIES

By: [Signature]

Its: President
The regular meeting of the Zoning Board of Appeals was called to order on April 18, 2012 at 7:00 p.m. In attendance were Mary Couzin, Paul Gordon, Paul Grant, Christopher Nickell, Kathy O’Brien, Herbert Theisen and S.J. Malkin.

Also present: Development Manager/Zoning Officer Aaron Cook, Community Development Director Timothy Clarke and Village Attorney Hart Passman.

Chairman Malkin then called for any comments or corrections regarding the minutes of the last ZBA meeting on February 15, 2012 and, there being none, on motion duly made and seconded, the minutes were unanimously approved.

A public hearing was then held on the application of Renmar Properties, Inc. for side yard variation in connection with a proposed second story addition above the existing garage on the property at 6716 N. Nokomis Avenue.

After a hearing, the following action was taken:

By a vote of 7 to 0, ZBA recommended that the requested variation from Section 4.11 of the Zoning Code be granted so as to permit the proposed second story addition to be erected above the existing garage with the north wall of the addition to be flush with the north wall of the garage (being 5 feet 4 inches from the north property line).

(For details, see report filed by Chairman Malkin.)
Report of the Zoning Board of Appeals (ZBA) to the Village Board

Date of ZBA meeting: April 18, 2012

ZBA members present: Mary Couzin, Paul Gordon, Paul Grant, Christopher Nickell, Kathy O’Brien, Herbert Theisen and S.J. Malkin

Also present: Development Manager/Zoning Officer Aaron Cook, Community Development Director Timothy Clarke and Village Attorney Hart Passman

Application of Renmar Properties, Inc. for side yard variation in connection with a proposed second story addition above the existing garage on the property at 6716 N. Nokomis Avenue

Mark Pieczka, President of Renmar Properties, Inc., appeared on behalf of Applicant

Nature of the Application

Applicant desires to erect a second story addition above an existing garage on the property. The residence, including the garage, was erected in 1950. The proposed addition would, as is the existing garage, be set back 5 feet 4 inches from the north property line, and would be flush with the north wall of the garage.

Issue Presented for Review

Pursuant to Section 4.11 of the Zoning Code, the side yard setback for the proposed addition would be 7.50 feet (10% of the lot width). The issue, therefore, is whether Applicant has demonstrated sufficient hardship so as to justify the requested variation.

Conclusion and Recommendation of ZBA

Since the garage to which the addition would be attached was erected prior to the current Zoning Code and is itself closer to the north property line than what is permitted by the Zoning Code, it would constitute a hardship to impose the applicable setback requirement with regard to the proposed second story addition. This conclusion is consistent with previous recommendations of ZBA in similar situations (e.g. property at 6620 N. Drake involving a deck attached to an existing residence which required a side yard setback variation). Accordingly, on motion duly made and seconded, by a vote of 7-0, ZBA recommends that the requested variation from Section 4.11 of the Zoning Code be granted so as to permit the proposed second story addition to be erected above the existing garage with the north wall of the addition to be flush with the north wall of the garage (being 5 feet 4 inches from the north property line).
Staff Report
Zoning Board of Appeals
April 18, 2012

Subject Property:  
6716 North Nokomis Avenue

Zoning District:  R1 Residential

Petitioner:  Mark Pieczka, President of Renman Properties, Inc. - Property Owner

Requested Action:  Variation sought to Article IV, Part C, Section 4.11 of the Zoning Code to reduce the required side yard setback

Nature of Request:  The property owner is seeking a variation in order to allow a second-story addition to the side of the existing single-family home. The requested variation to permit the existing home and the second story addition to encroach into the required side yard.


Summary of Request
The subject property is 75 feet wide and as per the Zoning Code the side yard setback is 7.5 feet (10% of the lot width). The existing garage portion of the home (north elevation) is setback 5 feet 4 inches. The property owner proposes a second story addition to match the garage. To document consideration of the existing encroachment into the required side yard, a variation has been included in the legal notice for formal consideration by the Zoning Board and action by the Village Board.

The proposal before the Zoning Board of Appeals is part of a larger scope of work originally proposed. Upon learning of the need for a variation the property owner has modified the scope of work at the subject property to be independent of the requested variation. If approved, the property owner would need to file for a second building permit for the second floor addition.

Related Village Action
The Village in the past three years has considered several like requests for single-family residential additions. While every project is unique all but one project requested multiple variations. The Village has considered and approved seven requests for relief from side yard
setback requirements, which resulted primarily from the existing home encroaching into the required setback.

Pertinent Property Information – The existing single-family home was constructed in or around 1950 as there is a building permit submittal with a November 1950 date. A search of Village records resulted in no additional records or information regarding the subject property pertinent to this request. Staff has received one phone call regarding this application and the caller expressed support for a property owner seeking to improve their property.

**Conclusion**

The property owner is seeking a variation in order to allow a second story addition to the side of the existing single-family home. The requested variations are to permit the existing garage to encroach into the required yard and to permit the second story addition to match the garage setback. The variation is requested in order to gain approval to improve the property to the full scope originally proposed by the property owner. The property owner has received a permit for a smaller scope of work independent of this proposal.

**Documents Attached**

1. Residential Zoning Variation Application
2. Plat of Survey
3. Proposed Site Plan and Building Elevations
4. Proof of Ownership
5. Zoning Calculations Sheet
6. Applicant Submitted Photograph
VILLAGE OF LINCOLNWOOD
Community Development Department

Public Hearing Application
Variations

SUBJECT PROPERTY

Property Address: 6716 N. NOKOMIS

Permanent Real Estate Index Number(s): 10 - 33 - 400 - 038 - 0000

Zoning District R-1 Lot Area: 75 x 132 = 9,900 SF

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

EXISTING BUILDING, ATTACHED GARAGE

REAR PATIO REAR (WEST SIDE OF LOT) PRIVACY

Are there existing development restrictions affecting the property? _Yes _No

(Examples: previous variations, conditions, easements, covenants)

If yes, describe: EXISTING GARAGE DOES NOT MEET THE 10' X 13' RULE

REQUESTED ACTION

☐ Variation - Residential
☐ Variation - Non-Residential
☐ Variation - Off-Street Parking
☐ Variation - Design Standards

☐ Variation - Signs/Special Signs
☐ Minor Variation
☐ Other

PROJECT DESCRIPTION

Describe the Request and Project: ABOVE THE GARAGE ADDITION. CONSISTING OF MASTER BEDROOM AND MASTER BATH.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s):

Name: (List all beneficiaries if Trust): RENMAR PROPERTIES, INC.

Address: 6716 N. NOKOMIS

Telephone: (773) 755-6351 Fax: (312) 763-1338 E-mail Address: mpieczka@att.net

Petitioner (if different from owner):

Name: MARK PIECZYKA Relationship to Property: PRESIDENT OF CORP.

Address: Same

Telephone: Same Fax: Same E-mail Address: Same
VILLAGE OF LINCOLNWOOD
COMMUNITY DEVELOPMENT DEPARTMENT

VARIATION STANDARDS

To be approved, each variation request must meet certain specific standards. These eight standards are listed below. After each listed standard, explain how your variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested major variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

   Above the garage addition does not meet the required side yard setback of 10% = 7.5'.
   Addition to be constructed evenly above the garage to match existing setback.

3. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same Zoning District.

   False: it could be applicable to similar property in the same district.

4. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

   We are looking to increase live space and increase the value of subject and surrounding property.
5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

True. Property was purchased in the condition and layout it currently is. The current owner has not changed said structure.

6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

It will not cause injury to other property and will not be detrimental to public welfare.

7. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

The variation, if granted, is the only change necessary to alleviate the hardship on the property.

8. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

There is a 36' of space between the two properties. Therefore, no supply of light will be obstructed. No fire hazards will be created.
REQUIRED ATTACHMENTS

Check all documents that are attached:

- Plat of Survey [X]
- Site Plan [X]
- Proof of Ownership [X]
- Floor Plans
- Elevations [X]
- Applicable Zoning Worksheet [X]
- Photos of the property [X]

For Office Use Only

Fee: 250  Deposit: N/A
Date Received: 3-19-12
Checked By: Lauren Wolf

The article(s), section(s) and paragraph(s) of the Village of Lincolnwood Zoning Ordinance from which the Action is being sought:

COST REIMBURSEMENT REQUIREMENT

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severely liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred, to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: MARK PIECZYKA
Address: 6503 N. LEMAI
City, State: LINCOLNWOOD, IL

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER
Signature ___________________________ Date __________
Print Name MARK PIECZYKA

PETITIONER (If different than property owner)
Signature ___________________________ Date __________
Print Name ___________________________ Print Name

RENMAK PROPERTIES

MARK PIECZYKA
# Settlement Statement (HUD-1)

**First American Title Insurance Company**  
**Final Statement**

---

### C. Note:
- This form is designed to provide you with a statement of actual settlement costs. Amounts paid in the settlement may differ slightly from the amounts shown. Items marked "PVC" were paid outside this closing. They are shown here for informational purposes and are not included in the total.

### D. Name & Address of Borrower:
- Ramin Properties, Inc.  
- 6716 North Damen Avenue, Lincolnwood, IL 60712

### E. Name & Address of Seller:
- Melissa B. Jordan, as successor Trustee of the Jordan Family Trust  
- 70 W 70th Williams Street  
- Crystal Lake, IL 60014

### F. Name & Address of Lender:
- Crystal Lake Bank & Trust Company, N.A.  
- 70 W 70th Williams Street  
- Crystal Lake, IL 60014

### G. Property Location:
- 6716 North Damen Avenue, Lincolnwood, IL 60712

### H. Settlement Agent:
- First American Title Insurance Company  
- Address: 30 North LaSalle Street, Suite 2220, Chicago, IL 60602
- Place of Settlement Address: 30 North LaSalle Street, Suite 2220, Chicago, IL 60602

### I. Settlement Date:
- 1/1/2012

---

### J. Summary of Borrower's Transaction

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### K. Summary of Seller's Transaction

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### L. Total Reduction Amount Due to Seller
- 520. Total Reduction Amount Due to Seller | 180,728.47

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The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; the disclosure is mandatory. This is designed to provide the parties to a REO covered transaction with information during the settlement process.
VILLAGE OF LINCOLNWOOD
BUILDING DEPARTMENT

Zoning Calculations
Single-Family Home Additions

Please fill out this form for all permits involving Single-Family Home Additions.

ADDRESS: 6716 N. Nokomis Ave. ZONING DISTRICT: R-1

TOTAL LOT AREA = WIDTH 75' X LENGTH 132.07' = 9,905 Sq.Ft.

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<thead>
<tr>
<th>ZONING SETBACKS</th>
<th>Required</th>
<th>Existing</th>
<th>Proposed</th>
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<tbody>
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<td>31'-10&quot; Ft</td>
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<tr>
<td>INTERIOR SIDE YARD SETBACK</td>
<td>7'1-6&quot; Ft</td>
<td>5'4&quot; Ft</td>
<td>5'4&quot; Ft</td>
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<tr>
<td>INTERIOR/CORNER SIDE YARD SETBACK</td>
<td>7'1-6&quot; Ft</td>
<td>5'4&quot; Ft</td>
<td>5'4&quot; Ft</td>
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<tr>
<td>REAR YARD SETBACK</td>
<td>33-6&quot; Ft</td>
<td>68' Ft</td>
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</table>

DISTANCE BETWEEN HOUSE AND ACCESSORY BLDG

Min. 15' Ft. N/A Ft.

ZONING CALCULATION INSTRUCTIONS

| 60% TOTAL LOT COVERAGE (Lot area) | 9,905 x .60 = 5,943 Sq.Ft. | 3,177 Sq.Ft. | 3,195 Sq.Ft. |
| 35% BUILDING COVERAGE (Lot area) | 9,905 x .35 = 3,467 Sq.Ft. | 1,751 Sq.Ft. | 1,751 Sq.Ft. |
| 60% FRONT YARD COVERAGE (Front yard) | 2,751 x .50 = 1,375 Sq.Ft. | 854 Sq.Ft. | 854 Sq.Ft. |
| 30% REAR YARD BLDG. COV. (Rear yard) | 5,202 x .30 = 1,560 Sq.Ft. | 153 Sq.Ft. | 153 Sq.Ft. |
| 60% or 66% F.A.R. (Lot area) | 9,905 x .60 = 5,943 Sq.Ft. | 2,857 Sq.Ft. | 3,351 Sq.Ft. |

AREA CALCULATIONS

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TOTAL SQUARE FOOTAGE FOR PERMIT FEE CALCULATION

BASEMENT OR CELLAR + B + C + D + HABITABLE ATTIC = 4,454 Sq.Ft.

HOUSE HEIGHT (Measured from top of street curb)

Permitted Max. 35 Ft. Proposed 24'-10" Ft.

FINISHED FIRST FLOOR HEIGHT (Measured from top of street curb)

Max. 3 Ft. 1'-4" Ft.

VARIATION REQUIRED

No Yes For

The undersigned hereby acknowledges the accuracy of the above information and accepts full responsibility for any discrepancies or inaccuracies.

Licensed Architect Signature & Stamp

Building Department • 6900 N. Lincoln Ave. • Lincolnwood, Illinois 60712 • Phone: 147-673-1402 • Fax: 847-673-7456

Date
Request For Board Action

REFERRED TO BOARD: May 15, 2012

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Police

SUBJECT: Approval of an Ordinance Amending Article 3 of Chapter 17 Regulating Curfew, an Ordinance Amending Section 18 of Article 3 of Chapter 17 Prohibiting Possession of Marijuana, and Article 9 of Chapter 9 Regulating Itinerant Merchants and Second Hand Dealers

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Village had an Ordinance regulating curfew prior to the adoption of a new Village Code in 2011. The Ordinance was inadvertently omitted when the new Code was adopted. The language in the Proposed Ordinance is substantially the same as the previous Ordinance.

The Village currently has an Ordinance Prohibiting Possession of Marijuana. The Proposed Ordinance contains broader and stronger language governing Cannabis and drug paraphernalia. The Police Department only charges offenders under the local Ordinance when the quantity of contraband is small and the case is not prosecutable in the circuit court. For cases involving small quantities of Cannabis and/or drug paraphernalia, the penalties are generally greater if prosecuted under the local Ordinance.

The Village currently has an Ordinance governing Itinerant Merchants and Second Hand Dealers. The Proposed Ordinance contains language requiring record keeping. Businesses are required to document the purchase and sale of specific property. The regulations are designed to protect crime victims and Second Hand Dealers by preventing the purchase and sale of stolen property. Crime victims have a better chance of having stolen property returned and Itinerant Merchants and Second Hand Dealers have less chance of accepting stolen property.

FINANCIAL IMPACT:
There is no financial impact.

DOCUMENTS ATTACHED:
1. Proposed Ordinance Regulating Curfew
2. Proposed Ordinance Prohibiting Possession of Marijuana and Drug Paraphernalia
3. Proposed Ordinance Regulating Itinerant Merchant and Second Hand Dealers
RECOMMENDED MOTION:
Move to approve an Ordinance amending Article 3 of Chapter 17 regulating Curfew, an Ordinance amending Section 18 of Article 3 of Chapter 17 Prohibiting Possession of Marijuana, and an Ordinance amending Article 9 of Chapter 9 regulating Itinerant Merchants and Second Hand Dealers.
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-____

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 17
(CURFEW)
OF THE MUNICIPAL CODE OF LINCOLNWOOD

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF MAY, 2012.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this _____ day of May, 2012
ORDINANCE NO. 2012-___

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 17
(CURFEW)
OF THE MUNICIPAL CODE 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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, pursuant to Section 11-1-5 of the Illinois Municipal Code, 65 ILCS 5/11-1-5, and the Illinois Child Curfew Act, 720 ILCS 555/1 et seq., the Village has the authority to declare a curfew throughout all or any part of the Village and to establish the conditions and restrictions of such a curfew; and

WHEREAS, the Village desires to amend Article 3 of Chapter 17 of the Village Code to establish a curfew for minors in the Village; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to 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. CURFEW. Article 3, of Chapter 17 of the Village Code, shall be amended to add a new Section 20, which shall read as follows:

17-3-20: CURFEW:

(A) Definitions. For purposes of this Section 17-3-20, the following terms, words and their derivations shall have the following meanings:

BUSINESS ESTABLISHMENT: Any privately-owned place of business to which the public is invited, including, without limitation, any place of amusement or entertainment.

EMERGENCY: An unforeseen combination of circumstances or the resulting state that calls for immediate action. "Emergency" may include, without limitation, a fire, a natural disaster, an automobile

Additions are bold and double-underlined; deletions are struck through.
accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

HOURS OF CURFEW: Between 11:30 p.m. on Fridays and 6:00 a.m. on the following Saturdays; between 11:30 p.m. on Saturdays and 6:00 a.m. on the following Sundays; and between 10:30 p.m. on Sundays through Thursdays, and 6:00 a.m. on the following day.

LEGAL GUARDIAN: Any foster parent or any person appointed guardian or otherwise awarded custody of a minor by a court of law in this state, or any person appointed guardian or given custody of a minor under the Illinois Juvenile Court Act. "Legal Guardian" shall not include any person appointed only as the guardian of the estate of a minor.

MINOR: Any person under the age of 17.

OPERATOR: Any individual, firm, association, partnership, or corporation operating, managing, or conducting any business establishment, including, without limitation: (i) the members or partners of an association or partnership; and (ii) the officers of a corporation.

PARENT: The father or mother of a minor child, whether by birth or adoption. The word “parent” as used in this section shall also be deemed to mean legal guardian. In the event that the minor’s parents are divorced or separated within the meaning of the Illinois Marriage and Dissolution of Marriage Act, the parent having lawful physical custody of the minor shall be deemed to be the parent authorized to give consent as required by this Section 17-3-20.

PUBLIC PLACE: Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, parks, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

REMAIN: To linger or stay, or to fail to leave a premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

SERIOUS BODILY INJURY: Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any part of the body.
(B) Minors Prohibited from Public Places and Business Establishments.

(1) It shall be unlawful for a minor to be present or remain at or upon any public place or on the premises of a business establishment during the hours of curfew.

(2) It shall be unlawful for a parent, legal guardian or other person in the custody or control of a minor to permit the minor to violate this Section 17-3-20(B).

(3) It shall be unlawful for the owner, operator, or any employee of a business establishment to knowingly allow a minor to be present or linger upon the premises of the business establishment in violation of this Section 17-3-20(B). It is a defense to prosecution under this Section 17-3-20(B)(3) if the owner, operator, or employee of the business establishment promptly notifies the Village Police Department that a minor: (a) is present on the premises of the business establishment during the hours of curfew; and (b) refuses to leave such premises.

(C) Defenses. It is a defense to prosecution under Section 17-3-20(B) of this Code if:

(1) The minor is accompanied by the minor's parent, legal guardian, or a sibling or step-sibling who is at least 18 years of age;

(2) The minor is accompanied by a person who is at least 18 years of age and the minor has the permission of the minor's parent or legal guardian to be accompanied by that person;

(3) The minor is participating in, or going to or returning from one of the following in a timely manner:

   (a) Employment;

   (b) A recreational activity organized, operated or sponsored by an elementary, middle or high school;

   (c) A religious event or activity;

   (d) An emergency involving the protection of a person from an imminent threat of serious bodily injury or substantial damage;
(c) An activity involving the exercise of the minor's rights protected under the First Amendment of the United States Constitution or Article 1, Sections 3, 4 and 5 of the Constitution of the State of Illinois; or

(f) An activity conducted by a nonprofit or governmental entity that provides recreation, education, training or other care under the supervision of one or more persons who are at least 18 years of age;

(4) The minor is in a motor vehicle involved in interstate travel; or

(5) The minor is married, had been married, or is an emancipated minor under the Emancipation of Mature Minors Act, as amended.

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

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

[SIGNATURE PAGE FOLLOWS]
PASSED this _____ day of May, 2012.

AYES: ____________________________
NAYS: ____________________________
ABSENT: __________________________
ABSTENTION: ______________________

APPROVED by me this _____ day of May 2012.

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

ATTESTED and FILED in my office the
_____ day of ________, 2012.

________________________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-____

AN ORDINANCE AMENDING SECTION 18 OF ARTICLE 3 OF CHAPTER 17
(POSSESSION OF MARIJUANA PROHIBITED)
OF THE MUNICIPAL CODE OF LINCOLNWOOD

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF MAY, 2012.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this _____ day of May, 2012
ORDINANCE NO. 2012-___

AN ORDINANCE AMENDING SECTION 18 OF ARTICLE 3 OF CHAPTER 17
(POSSESSION OF MARIJUANA PROHIBITED)
OF THE MUNICIPAL CODE 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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Section 18 of Article 3 of Chapter 17 of the Municipal Code of Lincolnwood, as amended ("Village Code"), prohibits possession of marijuana in the Village; and

WHEREAS, pursuant to the Illinois Drug Paraphernalia Control Act, 720 ILCS 600/1 et seq., the Village has the authority to prohibit the possession of drug paraphernalia in the Village; and

WHEREAS, the Village desires to amend Section 18 of Article 3 of Chapter 17 of the Village Code to: (i) update, clarify, and strengthen its prohibition and enforcement provisions; and (ii) to prohibit the sale and possession of drug paraphernalia in the Village under the Village Code; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to 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. POSSESSION OF CANNABIS AND DRUG PARAPHERNALIA PROHIBITED. Section 18, titled "Possession of Marijuana Prohibited," of Article 3, of Chapter 17 of the Village Code, shall be re-titled and amended further, and shall read as follows:

17-3-18: POSSESSION OF MARIJUANA CANNABIS AND DRUG PARAPHERNALIA PROHIBITED:

(A) Wherever the following words or phrases are used, they shall, for purposes of this Section 17-3-18, have the meanings ascribed to them

Additions are bold and double-underlined; deletions are struck through.
in this Section 17-3-18(A), except when the context otherwise indicates:

Cannabis: Shall have the same meaning as defined in the Illinois Cannabis Control Act, 720 ILCS 550/3, as may be amended.

Drug Paraphernalia: Shall have the same meaning as defined in the Illinois Drug Paraphernalia Control Act, 720 ILCS 600/2, as may be amended.

(B) Cannabis Prohibited.

(1) Prohibition. It shall be unlawful for any person to grow, possess, sell, give away, barter, deliver, exchange, distribute, or administer any marijuana cannabis within the Village.

(2) Enforcement.

(a) For violations of this Section 17-3-18(B) concerning 10 grams of cannabis or less, the Police Department shall issue a citation for violating this Section 17-3-18(B) and prosecute the alleged violator under applicable law, except in extraordinary circumstances as determined by the Chief of Police.

(b) For violations of this Section 17-3-18(B) concerning more than 10 grams of cannabis, the Police Department shall issue citations under applicable State statutes, except in extraordinary circumstances as determined by the Chief of Police.

(C) Drug paraphernalia prohibited.

(1) It shall be unlawful for any person to keep for sale, offer for sale, sell, or deliver for any commercial consideration any item of drug paraphernalia.

(2) Any store, place, or premises from which or in which any item of drug paraphernalia is kept for sale, offered for sale, sold, or delivered for any commercial consideration is declared to be a public nuisance.

(3) It shall be unlawful for any person to possess an item of drug paraphernalia with the intent to use it in ingesting, inhaling, or otherwise introducing cannabis or a controlled substance into the human body, or in preparing cannabis or a controlled substance for that use.

Additions are bold and double-underlined; deletions are struck through.
(4) This Section 17-3-18(C) does not apply to:

(a) Items used in the preparation, compounding, packaging, labeling, or other use of cannabis or a controlled substance as an incident to lawful research, teaching, or chemical analysis, and not for sale.

(b) Items historically and customarily used in connection with, the planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, or inhaling of tobacco or any other lawful substance, including, without limitation, garden hoes, rakes, sickles, baggies, tobacco pipes, and cigarette-rolling papers.

(c) Items used for decorative purposes, when such items have been rendered completely inoperable or incapable of being used for any illicit purpose prohibited by this Section.

(5) In determining whether or not a particular item is exempt under Section 17-3-18(D)(4) of this Code, the trier of fact should consider, in addition to all other logically relevant factors, the following:

(a) The general, usual, customary, and historical use to which the item involved has been put;

(b) Expert evidence concerning the ordinary or customary use of the item and the effect of any peculiarity in the design or engineering of the device upon its functioning;

(c) Any written instructions accompanying the delivery of the item concerning the purposes or uses to which the item can or may be put;

(d) Any oral instructions provided by the seller of the item at the time and place of sale or commercial delivery;

(e) Any national or local advertising concerning the design, purpose or use of the item involved, and the entire context in which such advertising occurs;

(f) The manner, place and circumstances in which the item was displayed for sale, as well as any item or items

Additions are bold and double-underlined; deletions are struck through.
displayed for sale or otherwise exhibited upon the premises where the sale was made;

(g) Whether the owner or anyone in control of the item is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products; and

(h) The existence and scope of legitimate uses for the object in the community.

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

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

PASSED this _____ day of May, 2012.

AYES: ____________________________

NAYS: ____________________________

ABSENT: __________________________

ABSTENTION: _______________________

APPROVED by me this _____ day of May 2012.

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

ATTESTED and FILED in my office the _____ day of May, 2012.

Additions are bold and double-underlined; deletions are struck through.
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-____

AN ORDINANCE AMENDING ARTICLE 9 OF CHAPTER 9
(ITINERANT MERCHANTS AND SECONDHAND DEALERS)
OF THE MUNICIPAL CODE OF LINCOLNWOOD

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF MAY, 2012.

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 ________, 2012
ORDINANCE NO. 2012-___

AN ORDINANCE AMENDING ARTICLE 9 OF CHAPTER 9
(ITINERANT MERCHANTS AND SECONDHAND DEALERS)
OF THE MUNICIPAL CODE 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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Section 11-42-3 of the Illinois Municipal Code, 65 ILCS 5/11-42-3, grants the Village authority to license and regulate all places of business within the Village that deal in secondhand articles;

WHEREAS, Article 9 of Chapter 9 of the Municipal Code of Lincolnwood, as amended ("Village Code"), sets forth certain regulations governing itinerant merchants and secondhand dealers in the Village; and

WHEREAS, the regulations in Article 9 of Chapter 9 of the Village Code are intended to prevent the purchase and sale of stolen property in the Village, thereby reducing crime in the Village; and

WHEREAS, in order to further inhibit the purchase and sale of stolen property in the Village, the President and the Board of Trustees desire to amend Article 9 of Chapter 9 of the Village Code to: (i) prohibit itinerant merchants and secondhand dealers from engaging in certain transactions that may lead to the purchase and sale of stolen property; (ii) expand the inspection and reporting requirements for secondhand dealers; (iii) require secondhand dealers to retain secondhand property for a minimum time period before selling it, thereby providing a greater opportunity for the Police Department to recover stolen property; and (iv) impose heightened recordkeeping requirements on secondhand dealers; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to 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. BUSINESS LICENSE DEFINITIONS. Section 2 of Article 1 of Chapter 9 of the Village Code shall be amended further, and shall read as follows:

“9-1-2: DEFINITIONS:

Wherever the following words or phrases are used, they shall, for purposes of this Chapter 9, have the meanings ascribed to them in this Section 9-1-2, except when the context otherwise indicates.

*   *   *

CHILDREN’S PRODUCT
Any item of furniture manufactured for use by children under eight years of age, including, but not limited to, any crib, playpen, stroller or child carrier.

*   *   *

ITINERANT MERCHANT
Any merchant engaging in business as a merchant in the Village for any period of time not to exceed 180 days, or for which no permanent location of business is established.

*   *   *

JEWELRY
Any precious metal, as defined in this Section 9-1-2, or any precious stone or gem as defined in this Section 9-1-2, including, but not limited to, earrings, chains, pendants, pins, brooches, bracelets, armbands, rings, head or hair ornaments, diadems, cuff links or similar objects comprising or containing precious metals or precious stones. The term “jewelry” also includes articles comprising or containing precious metals or precious stones, including, but not limited to, optical frames, pens, pencils, flatware or holloware.

*   *   *

PRECIOUS METAL
Gold, silver or platinum.

PRECIOUS STONE or GEM
Any genuine diamond, emerald, ruby, sapphire or pearl of any value and any other genuine stone or gem with a value of more than $100.00.

*   *   *

Additions are bold and double-underlined; deletions are struck through.
SECONDHAND DEALER

Any person who engages in the business of purchasing, selling, receiving, trading, consignment selling or otherwise transferring for value any secondhand property, including, without limitation, a salvage dealer or salvage store. Notwithstanding the foregoing, "secondhand dealer" shall not include: (1) itinerant dealers in secondhand clothes; (2) secondhand bottle dealers or exchanges; (3) pawnbrokers, as defined pursuant to Section 9-1-2 of this Code; or (4) sales or exchanges of used articles and materials conducted by charitable or religious organizations.

SECONDHAND PROPERTY

Any previously-owned audio-visual equipment, digital audio or video disc, camera, personal electronic device (including, without limitation, cellular telephones, personal digital assistants, and computers), computer hardware, children’s product, construction tools and materials (including, without limitation, plumbing, electrical, roofing, masonry and carpentry supplies), jewelry, article made of precious metal, precious stone, or precious gem, sporting or athletic gear or equipment (including, without limitation, a bicycle), or watch.

* * *

SECTION 3. ITINERANT MERCHANTS AND SECONDHAND DEALERS. Article 9 of Chapter 9 of the Village Code shall be amended further, and shall read as follows:

"Article 9

ITINERANT MERCHANTS AND SECONDHAND DEALERS

9-9-1: SCOPE OF ARTICLE: [RESERVED]

For purposes of this Article 9:

(A) Any merchant engaging in business as a merchant in the Village for any period of time not to exceed 180 days, or for which no permanent location of business is established, shall be considered as an itinerant transient merchant.

(B) "Secondhand dealer" shall not include: (1) itinerant dealers in secondhand clothes; (2) secondhand bottle dealers or exchanges; (3) pawnbrokers, as defined pursuant to Section 9-1-2 of this Code; or (4) sales or exchanges of used articles and materials conducted by charitable or religious organizations; and

(C) The business of a salvage dealer or salvage store shall be included in the business of secondhand dealer.

* * *

Additions are bold and double-underlined; deletions are struck-through.
9-9-5: RECORDS TO BE KEPT BY LICENSEE ITINERANT MERCHANTS; INSPECTION:

Every itinerant merchant and secondhand dealer shall keep a book in which there shall be made, at the time of the transaction, a record in English of every article received, purchased, sold or exchanged by him the merchant, setting forth the following: the date of transaction, the name and residence of the purchaser or seller, and a brief description of the article sold or purchased, including identification numbers thereon, if any. The record kept pursuant to this Section 9-9-5 shall be open to inspection by officers of the Police Department at all reasonable times.

9-9-6: PURCHASE FROM MINORS PROHIBITED PURCHASES; EXCEPTION:

(A) No itinerant merchant or secondhand dealer shall purchase any secondhand article property whatsoever from any minor without the written consent of the parents or guardians of said minor.

(B) No itinerant merchant or secondhand dealer shall purchase any article of secondhand property from any person who appears intoxicated or under the influence of any drug.

(C) No itinerant merchant or secondhand dealer shall purchase any article of secondhand property from any person known to be a thief or to have been convicted of theft or burglary.

9-9-7: RECORDKEEPING BY SECONDHAND DEALERS:

(A) Every secondhand dealer shall keep a book in which there shall be made, at the time of the transaction, a record in English of every article of secondhand property received, purchased, sold or exchanged by the secondhand dealer, setting forth, without limitation: (i) the date of transaction; (ii) the purchaser or seller's name, address of residence, birth date, weight, height and gender; (iii) a description of the secondhand property sold or purchased; and (iv) the following additional information:

(1) The description of each article of secondhand property purchased or sold by a licensed secondhand dealer shall include the secondhand property's: (a) brand name; (b) model number or title, if available; (c) any serial number or other identification number installed by the manufacturer; and (d) a description of every other identifying marking, such as an inscription, a name, nickname or address, appearing on the item.
(2) The description of each watch shall include: (a) the brand name; (b) model number, if available; (c) a description of the metal or metals of its composition; (d) a description of the band; (e) a description of the face by number, color and cut, shape and type of stone or stones, if any; (f) a description of any inscriptions appearing on the watch; and (g) a color photograph of the watch.

(3) The description of each item of jewelry shall include: (a) the type of jewelry; (b) a description of the metal or metals of its composition; (c) the weight of said metal or metals; (d) the type, cut and shape of each stone; (e) a description of all inscriptions; (f) if a ring, its ring size; and (g) a color photograph of the item.

(B) For each watch, item of jewelry, or other precious metals or precious stones, the record required pursuant to Section 9-9-7(A) of this Code shall also contain a receipt, signed by the seller under the penalty of law, which contains the following: (i) a description of such article of secondhand property, including its weight; (ii) a statement indicating that the seller accepts the stated price received for said article of secondhand property; (iii) a statement that the seller is of lawful age; (iv) a statement that the driver’s license number or other government-issued identification number and all other identifying information provided by the seller are true and correct; and (v) a statement that the seller is the lawful owner of the article of secondhand property with absolute authority to sell such article.

(C) Every secondhand dealer shall require two forms of identification of each person selling an article of secondhand property to the secondhand dealer. At least one of the two forms of identification must list the person’s name and address of residence. Except as provided in Section 9-9-7(D) of this Code, at least one of the two forms of identification must be a photographic identification issued by a federal, state or local governmental entity. Forms of identification may include, but are not limited to: a state driver’s license, a state identification card, a passport, a military identification card, a social security card, or a credit card or utility bill. Every secondhand dealer shall make a copy of the seller's photographic identification and affix or maintain this copy with the secondhand dealer's sales records.

(D) If the customer does not have a photographic identification card issued by a federal, state or local governmental entity, the secondhand dealer shall take a color photograph of the customer. On the reverse side of the photograph the secondhand dealer shall record the customer’s name, address of residence, date of birth, gender, height and weight. Any photographs taken of a Seller pursuant to this...
Section 9-9-7(D) shall be affixed or maintained with the secondhand dealer's sales records. Two forms of identification shall also be required. At least one of the two forms of identification must include the person's name and address of residence.

(E) It shall be unlawful for any seller of secondhand property to submit false or fraudulent information required to be obtained and maintained by a secondhand dealer pursuant to this Section 9-9-7.

(F) No entry made in the book of records required pursuant to Section 9-9-7(A) of this Code shall be erased, obliterated or defaced.

9-9-8: REPORTING BY SECONDHAND DEALERS; INSPECTION:

(A) All of the records required to be kept pursuant to Section 9-9-7 of this Code, and all secondhand property purchased by a secondhand dealer, shall be open to inspection by officers of the Police Department at any reasonable time upon request.

(B) Every secondhand dealer shall prepare and deliver to the Police Department, on every business day before 12:00 noon, and in a manner specified by the Chief of Police, a legible and correct copy of the records required pursuant to Section 9-9-7(A) of this Code of all secondhand property, other than digital audio and video discs, purchased during the preceding day.

9-9-9: ALTERATION AND RETENTION OF SECONDHAND PROPERTY:

(A) It shall be unlawful for any secondhand dealer licensed under this chapter to advise or require any person selling, or desiring to sell, any watch or jewelry to such secondhand dealer to: (i) disassemble such watch or jewelry; (ii) remove any precious stone or gem from such watch or jewelry; or (iii) to make such disassembly or removal a condition of purchase of such watch or jewelry by the secondhand dealer.

(B) No secondhand dealer shall remove, alter or obliterate any manufacturer's make, model, or serial number, personal identification number, or identifying marks engraved or etched upon an article of secondhand property that was purchased by the secondhand dealer within 10 days after the acquisition of any such secondhand property by the secondhand dealer.

(C) No secondhand dealer shall take apart, disassemble, melt, remodel or rebuild any secondhand property within 10 days after the acquisition of any such secondhand property by the secondhand dealer, unless the
dealer first: (i) records in the book required pursuant to Section 9-9-7(A) of this Code that the secondhand dealer took apart, disassembled, melted, remodeled or rebuilt such secondhand property; and (ii) takes and maintains a color photograph of the secondhand property.

(D) All articles of secondhand property received by a secondhand dealer shall not be sold, disposed of, or removed from the licensed premises of a secondhand dealer for at least 30 days after receipt of such article of secondhand property by the secondhand dealer; provided, however, that a secondhand dealer may resell any used digital audio disc or any used digital video disc after the date that is four days after the dealer acquired the disc.

9-9-10: PROHIBITED USE OF UNLICENSED PREMISES:

No secondhand dealer shall make use of any real property, other than that identified in the license issued to the dealer pursuant to Article 1 of Chapter 9 of this Code, for the storage, handling or display of any secondhand article.

9-9-11: PROHIBITED ACTIVITIES BY SECONDHAND DEALERS:

(A) No person licensed as a secondhand dealer shall receive or hold a license or permit to carry on the business of a pawnbroker or keeper of a junk facility.

(B) No secondhand dealer shall enter into any oral or written agreement or understanding with the seller of an item of merchandise, whereby the seller receives or retains a right to repurchase the item that is superior to the right of any other person willing to purchase such item.

9-9-12: CHILDREN'S PRODUCTS:

(A) All secondhand dealers engaged in the business of purchasing, selling, receiving, trading, consignment selling or otherwise transferring any children’s product shall obtain and maintain on file in paper form in the licensed premises the recall notifications issued over the preceding nine-year period by the United States Consumer Product Safety Commission.

(B) No secondhand dealer shall purchase, sell, receive, trade, place on consignment or otherwise transfer any children’s product that does not contain the manufacturer’s original label, tag or other identification unless the secondhand dealer has documentation or photographic evidence which establishes the identity of the product manufacturer.

Additions are bold and double-underlined; deletions are struck through.
9-9-13: RETURN OF STOLEN PROPERTY:

In the event that any secondhand property purchased by a secondhand dealer is later determined to have been stolen from its rightful owner, the secondhand dealer shall immediately contact the police to make arrangements to return the property to its rightful owner. Any secondhand property determined to be stolen shall be returned to its rightful owner without charge or fee.”

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

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

PASSED this _____ day of May, 2012.

AYES: ________________________________
NAYS: ________________________________
ABSENT: ______________________________
ABSTENTION: _________________________

APPROVED by me this _____ day of May, 2012.

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

ATTESTED and FILED in my office the
_____ day of May, 2012.

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

Additions are bold and double-underlined; deletions are struck through.
REQUEST FOR BOARD ACTION

Referred to Board: May 15, 2012

Agenda Item No: 4

Originating Department: Public Works

Subject: Approval of a Resolution Rejecting Bids Received for Sidewalk Improvements

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

This year staff worked with the following municipalities: Wilmette, Highland Park, Winnetka, Northfield, and Lake Forest to conduct a joint bid for the sidewalk program. Through this collaboration, the communities intended to present an economy of scale to potential bidders, thus providing opportunities for increased revenues to the successful bidder as well as reduced costs to the bidder and the communities.

On March 22, 2012 the Village of Wilmette requested bids on behalf of the communities participating in the joint bid for the sidewalk replacement program. The bid notice was posted in the Pioneer Press. In addition, specifications were sent to eight vendors. On April 12, 2012 the Village of Wilmette received five bids on behalf of the joint bid process. A detailed breakdown of the 2012 bid results can be found below:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Remove and Replace Concrete Sidewalk (per square feet)</th>
<th>Remove and Replace Concrete Curb (per linear feet)</th>
<th>ADA Tiles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schroeder &amp; Schroeder</td>
<td>$4.95</td>
<td>$18.00</td>
<td>$275.00</td>
</tr>
<tr>
<td>Globe Construction</td>
<td>$5.20</td>
<td>$19.95</td>
<td>$275.00</td>
</tr>
<tr>
<td>D’Land Construction</td>
<td>$5.25</td>
<td>$21.50</td>
<td>$265.00</td>
</tr>
<tr>
<td>Suburban Concrete</td>
<td>$5.25</td>
<td>$22.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Alamp Concrete Contractors</td>
<td>$6.50</td>
<td>$19.00</td>
<td>$450.00</td>
</tr>
</tbody>
</table>
The lowest responsible vendor is Schroeder and Schroeder. Staff compared the 2012 bids to the last three years bid prices and found the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>Average</th>
<th>2012 Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove and Replace Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalk (per square feet)</td>
<td>$4.20</td>
<td>$4.35</td>
<td>$4.20</td>
<td>$4.25</td>
<td>$0.70</td>
</tr>
<tr>
<td>Remove and Replace Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curb (per linear feet)</td>
<td>$14.00</td>
<td>$14.00</td>
<td>$14.00</td>
<td>$14.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>ADA Tiles</td>
<td>$250.00</td>
<td>$150.00</td>
<td>$265.00</td>
<td>$221.67</td>
<td>$53.33</td>
</tr>
</tbody>
</table>

The average price for the last three years is lower than the 2012 bid prices in each pay item. The increased price equates to over $10,000 in sidewalk that is scheduled to be replaced within the 2012 program.

Staff contacted neighboring communities and found that on average their price for removal and replacement of concrete was $4.17 per square foot. Based on the average price for the last three years and the current pricing that neighboring communities received staff is recommending rejecting the bids received on April 12, 2012 and re-bidding the project using only Lincolnwood’s quantities. Staff feels that by re-bidding smaller contractor’s will be able to participate that are unable to participate in the joint bid process due to the large volume of work and their limited amount of staff to perform the work. In addition, contractors will not have to figure fuel costs into the project for traveling to multiple communities.

Staff anticipates re-bidding the project on June 7, 2012 with a bid opening on June 21, 2012.

**FINANCIAL IMPACT:**
None

**DOCUMENTS ATTACHED:**
1. Proposed Resolution
2. Bid Tabulation
3. Bid Proposal

**RECOMMENDED MOTION:**
Move to approve a Resolution rejecting bids received for sidewalk improvements.
VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2012-__________

A RESOLUTION REJECTING BIDS RECEIVED FOR SIDEWALK IMPROVEMENTS WITHIN THE VILLAGE

WHEREAS, each year the Village of Lincolnwood ("Village") solicits bids for its annual sidewalk replacement program ("Sidewalk Program"); and

WHEREAS, the Village conducted a jointing bidding process for the 2012 Sidewalk Program with the villages of Wilmette, Winnetka, and Northfield, and the cities of Lake Forest and Highland Park, in an effort to save money ("Contract"); and

WHEREAS, five sealed bids were received for the Contract; and

WHEREAS, the five sealed bids were all significantly higher than the price paid by the Village for the 2009, 2010, and 2011 Sidewalk Programs; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to reject the submitted bids for the Contract;

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. REJECTION OF ALL BIDS RECEIVED. The bids received for the Contract shall be, and are hereby, declared to be unacceptable and are rejected.

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

[SIGNATURE PAGE FOLLOWS]
PASSED this ___ day of May, 2012.

AYES: ______

NAYS:_____

ABSENT:___

ABSTENTION:_____  

APPROVED by me this _____ day of May, 2012.

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

ATTESTED and FILED in my office this
_____ day of _________, 2012

_______________________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>P.C.C. Pavement Removal</td>
<td>8134</td>
<td>SY 13</td>
<td>$79,742.00</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>P.C.C. Pavement Replacement – Class PV (7&quot;)</td>
<td>3134</td>
<td>SY 55</td>
<td>$282,370.00</td>
<td>52.5</td>
</tr>
<tr>
<td>3</td>
<td>P.C.C. Pavement Replacement PCC Sidewalks (6&quot;)</td>
<td>300</td>
<td>SY 79</td>
<td>$29,850.00</td>
<td>38</td>
</tr>
<tr>
<td>4</td>
<td>Detectable Warning - Unique / Highland</td>
<td>1060</td>
<td>SY 65</td>
<td>$65,000.00</td>
<td>80.75</td>
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<td>LF 21</td>
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<td>19</td>
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<td>1200</td>
<td>SY 50</td>
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**Alternate Bid Items**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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<th>Unit</th>
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Bid Documents and Specifications

VILLAGE OF WILMETTE
BID DOCUMENT No. 12-M-0006

2012 CONCRETE MAINTENANCE REPAIRS

FOR THE MUNICIPALITIES OF:

HIGHLAND PARK, LAKE FOREST, LINCOLNWOOD, NORTHFIELD, WINNETKA AND WILMETTE

Bid Opening Date: April 12, 2012
Bid Opening Time: 11:00 AM
Bid Opening Location: Wilmette Village Hall
Bid Opening Room Number: 1st Floor Conference Room
Bid Security: 5% Bid Bond
Performance and Payment Bonds: Yes

Submit bids to:
Brigitte Mayerhofer, P.E.
Director of Engineering
Engineering Department
1200 Wilmette Avenue
Wilmette, Illinois 60091
LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Department of Engineering, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois 60091. Until 11:00 am. (CST) on April 12, 2012, and then at said office publicly opened and read aloud for the following:

RFB NO: 12-M-0006
2012 CONCRETE MAINTENANCE REPAIRS
THE MUNICIPALITIES OF: HIGHLAND PARK, LAKE FOREST, LINCOLNWOOD, NORTHFIELD, WINNETKA AND WILMETTE

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON APRIL 3, 2012 AT 10:00 AM AT THE Department of Engineering, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois 60091.

Plans, specifications and bid forms may be obtained at the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois 60091

There is a $60.00 non-refundable charge for the bid documents. We accept cash, credit cards, and checks, made payable to the Village of Wilmette.

All bids shall be accompanied by a Bid Bond, Certified or Cashier’s Check made payable to the Village of Wilmette for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

Offers may not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Villages reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Date of Publication:
March 22, 2012
March 29, 2012

Brigitte Mayerhofer, P.E.
1200 Wilmette Avenue
Wilmette, Illinois 60091

Published in the Wilmette Life, a secular newspaper of general circulation in Wilmette, and on the Village of Wilmette website at http://www.wilmette.com/
Bidder hereby proposes and agrees to furnish to the "Municipalities" all equipment, materials, labor and related items necessary for the completion of the Work in accordance with the Contract Documents for the amounts stated as follows: **Base Bid:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Total</th>
<th>Unit Price</th>
<th>Extended Price</th>
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Total of Base Bid (items 1 through 24) $943,175°

Total of Base Bid (in writing) NINE HUNDRED FORTY THREE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND 95 CENTS

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

**Alternate Bid Items.**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
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<td>A27</td>
<td>Arrow Board</td>
<td>CAL DAY</td>
<td>(As needed)</td>
<td>750°</td>
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</table>
THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [Signature]  
Typed/Printed Name: [Chris Johnson]  
Title: [President]  
E-mail: [chrisjohnson@europe.com]  
Company Name: [Johnson & Johnson]  
Date: 4-12-12  
Telephone Number: 847-933-0596
1. INTENT
City of Highland Park, ("Highland Park"), City of Lake Forest, ("Lake Forest"), the Village of Lincolnwood ("Lincolnwood"), the Village of Northfield ("Northfield"), the Village of Winnetka ("Winnetka"), and the Village of Wilmette ("Wilmette"), (collectively, the "Municipalities") intend to jointly bid concrete and award to a primary contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Wilmette is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last three (3) years. At a minimum reference submissions shall include municipal references.

2. BID PRICE
The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices.

3. PRE-BID CONFERENCE
A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON APRIL 3, 2012 AT 10:00AM AT THE Department of Engineering, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois 60091.

Contractors interested in bidding this work are urged to attend the pre-bid conference. Attendance at this meeting is not mandatory; however, Contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

4. AWARD
Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein. (see 1. Intent)

Award shall be based on the lowest base bid (pay items 1-24)

No work shall be awarded to a Bidder that is in arrears or is in default to any of the municipalities for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the municipality.

5. VOLUME/ESTIMATED QUANTITY
The volumes identified herein are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipalities' requirements whether more or less than the estimated amount.

6. JOINT PURCHASING/PURCHASING EXTENSION
The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Wilmette shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.
Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Wilmette, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities
- Certificate of insurance naming each other Municipality as an additional insured
- Certified payrolls to the other Municipality for work performed

7. WAIVER OF WORKERS COMPENSATION/OCUPATIONAL DISEASE EXPENSE REIMBURSEMENT
The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. UNBALANCED BIDS
Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Wilmette will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village of Wilmette, the right is reserved to reject such bid at the discretion of the Village of Wilmette.

9. DISCREPANCIES
In all cases of discrepancies between the drawings and specifications, the municipality's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

10. OMISSIONS/HIDDEN CONDITIONS
The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

11. FIELD MODIFICATIONS
A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

12. RESERVATION OF RIGHTS
Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any
prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting the bidder’s proposals. The enforcement of this reservation of rights by one or more of the municipalities shall not be considered an alteration of the bids.

13. DOCUMENT OBTAINED FROM OTHER SOURCES
The Village of Wilmette is the only official source for bid packages and supporting materials. Registration with the Village of Wilmette is the only way to ensure bidders receive all Addenda and other notices concerning this project. The Village of Wilmette cannot ensure that bidders who obtain bid packages from sources other than the Village of Wilmette will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Wilmette’s discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Wilmette will NOT rebid the project absent extraordinary circumstances.

14. SECURITY GUARANTEE
Each bidder shall submit a Bid Bond, Certified or Cashier’s Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Wilmette will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

15. CONTRACT BONDS
The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

15.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality’s contract; and

15.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.

15.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least A-minus as determined by A.M. Best Ratings.

16. ADDITIONAL INFORMATION
Should the bidder require additional information about this bid, submit questions via email to: Scott Hiltz, Project Manager at hiltss@wilmette.com. Questions are required no later than 4:00 P.M. on April 5, 2012.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Wilmette to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village of Wilmette recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Wilmette will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

17. CONTACT WITH VILLAGE PERSONNEL
All bidders are prohibited from making any contact with the municipalities’ Presidents, Trustees, or any other official or employee of the municipalities (collectively, “Municipal Personnel”) with regard to the Project, other than in the
manner and to the person(s) designated herein. The Wilmette Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Wilmette Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State’s Attorney for review and prosecution.

18. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST
Each Municipality’s Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Wilmette to take appropriate measures to ensure the fairness of the bidding process.

The Village of Wilmette requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

19. SILENCE OF SPECIFICATIONS
The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

20. NEW PARTS AND MATERIALS: TITLE
Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

21. PREVAILING WAGE
All contracts, for work herein are subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq.; providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contract.

For municipalities located within Cook County, work shall be pursuant to the Prevailing Wage Schedule for Cook County. For municipalities located in Lake County, work shall be pursuant to the Prevailing Wage Schedule for Lake County.

22. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)
Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee’s address, telephone number and social security number. Any
contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period - during which contracts are ineligible for public works contracts - increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of $5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

23. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)

Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Wilmette's Purchasing Manager.

24. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

25. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.
27. DEFINITIONS

27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids or Unit Prices.

27.2 **Option Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.

27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents.

The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

27.4 **Option Price** is a base bid price that may be accepted in lieu of the base bid.

28. RESPONSIVE BID

28.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

28.2 Bidders shall promptly notify the Village of Wilmette of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

29. MODIFICATIONS

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once BIDS have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Wilmette.

30. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least A-minus as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

30.1 **See Appendix D for each Municipalities insurance requirements (Page 38-48).**

30.2 Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Wilmette may purchase such insurance coverages and charge the expense thereof to the Contractor.

31. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend City of Highland Park, City of Lake Forest, the Village of Lincolnwood, the Village of Northfield, the Village of Winnetka, and the Village of Wilmette, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney’s fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of City of Highland Park, City of Lake Forest, the Village of Lincolnwood, the Village of Northfield, the Village of Winnetka, and the Village of Wilmette, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.
32. CHANGE IN STATUS
The Contractor shall notify the Village of Wilmette and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in the normal course of business. The Village of Wilmette and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

33. SUBCONTRACTORS
If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Village of Wilmette is required.

Notwithstanding written consent to subcontract approved by the Villages, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

34. CHANGE ORDERS
The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village of Wilmette prior to execution.


34.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.

34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.

34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

34.6. A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

35. INVOICES AND PAYMENTS
The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only
pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipalities. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Attention John Welch, City Engineer
Department of Public Works
1150 Half Day Rd
Highland Park, IL 60035

Attention Ramesh Kanapareddy, City Surveyor & Engineer
The City of Lake Forest
800 North Field Drive
Lake Forest, IL 60045

Attention Ashley Engelmann, Assistant to the Public Works Director
Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL, 60712

Attention Dick Knudson
Village of Northfield
361 Happ Road
Northfield, IL 60093-3417

Attention Susan Chen
Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093

Attention Scott Hilts, Project Manager
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

36. PRECEDENCE
Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Wilmette Project Specifications; the Village of Wilmette General Terms & Conditions, The Village of Wilmette Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

37. JURISDICTION, VENUE, CHOICE OF LAW
This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois for the Municipalities whose office is in Cook County and in the Circuit Court of Lake County, Illinois for Municipalities whose office is in Lake County.

38. NON-ENFORCEMENT BY THE VILLAGE
The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Municipalities, on any one or more occasions, to insist on the Contractor’s performance or to seek the Contractor’s compliance with any one or more of said terms or conditions.

39. INDEPENDENT CONTRACTOR
The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipalities.

40. TERMINATION
The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor’s default, the Municipalities shall be
entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any
in all losses incurred, including attorney’s fees and expenses.

41. NON APPROPRIATIONS
The Municipalities reserve the right to terminate their respective part of this contract or to reject bids in the event
that sufficient funds to complete the contract are not appropriated by either the Village Board of Trustees or City
Council of the affected Municipality.

42. PROTEST PROCEDURE
Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the
Village of Wilmette Purchasing Manager within seven calendar days of the closing time and date. This notice
should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be
decided by the Village of Wilmette Purchasing Manager. The decision of the Village of Wilmette Purchasing
Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive
unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so
grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any
appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence
in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with
the performance of the contract and in accordance with the decision of the Purchasing Manager.

43. AFFIDAVITS
The following affidavits included in these contract documents must be executed and submitted with the bid:

A) References
B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
C) Affidavit/Anti-collusion
D) Conflict of Interest Form
E) Tax Compliance
F) Identification of Subcontractors

44. ALTERNATE AND MULTIPLE BIDS
Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this
package. The submission of more than one bid within a single package may be cause for rejection of any or all of
the bids of that bidder.

45. CONTRACTOR’S LICENSES: The bidder to which the contract is awarded (including subcontractors), prior to
commencing any work, must have a valid Contractor’s License or other required license on-file with the Municipality
in which the work is performed.

46. AUDIT/ACCESS TO RECORDS
A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of
the work under this agreement consistent with generally accepted accounting standards in accordance with the
American Institute of Certified Public Accountants Professional Standards. The contractor shall also
maintain the financial information and data used by the contractor in the preparation or support of any cost
submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a
copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their
duly authorized representatives shall have access to the books, records, documents, and other evidence for
purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to
include access to records as specified in above. This requirement is applicable to all negotiated change orders
and contract amendments in excess of $25,000, which affect the contract price. In the case of all other prime
contracts, the contractor also agrees to include access to records as specified above in all his contracts and all
tier subcontracts or change orders thereto directly related to project performance, which are in excess of
$25,000.

C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in
accordance with the American Institute of Public Accountants Professional Standards.
D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:

i. negotiated prime contractors;
ii. negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

47. WITHDRAWL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees have accepted said bid.

48. COMPETENCY OF BIDDER

If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.
LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS
March 2012

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:
   1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
   1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
   1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
   1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and
responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker’s name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County and Lake County can be found at:

http://www.state.il.us/agency/idolrates/EVENMO/COOK9999.htm
1. **SCOPE OF WORK**

The Work consists of furnishing all labor, materials, equipment, and other
incidental necessary for the completion of removal and/or replacement of concrete
driveways, street patches, curb, gutter, sidewalk and patios, installation of ADA
detectable warnings, traffic control, tree grates, raised reflective pavement
markers, and structure (valve vault, manholes, inlets and catch basins) adjustment
or reconstruction at various locations within the Municipalities.

2. **CONTRACTOR SUBMITTALS**

2.1 Prior to beginning work, the Contractor shall furnish to each Municipality
the necessary certifications that all materials to be used meet the
specification of Division 1000, MATERIALS of the "State of Illinois,
Standard Specifications for Road and Bridge Construction" (January 1, 2012
Edition), hereinafter referred to as the "Standard Specifications".

2.2 Prior to beginning work, the Contractor shall provide a list of contacts
include the name and phone number of the Project Manager, each crew leader,
and an emergency contact who shall be available 24-hours a day, 7 days a
week.

2.3 Following the award of construction contract and prior to starting work, the
Contractor shall furnish to each Municipality a construction progress
schedule or critical path schedule satisfactory to the Public Works Director
(or his/her designee) which shall show the proposed sequence of work and how
the Contractor proposes to complete the work prior to the completion date(s)
specified in Section 5 of these Technical Specifications.

3. **MATERIALS & SERVICES TO BE PROVIDED BY THE MUNICIPALITIES**

Each Municipality shall provide the Contractor with a list(s) of repairs sorted by
address and a map showing the approximate location of each repair.

4. **TECHNICAL SPECIFICATIONS**

The Contractor shall complete the work in accordance with the Standard
Specifications (as supplemented by the following technical specifications), the
latest edition of the "Manual on Uniform Traffic Control Devices for Streets and
Highways", and the "Manual of Test Procedures for Materials" in effect on the date
of invitation for bids, and the Supplemental Specifications and Recurring Special
Provisions which apply to and govern the construction of this work. The
Contractor shall comply with all other applicable ordinances and requirements of
State, County, Local and other agencies having jurisdictional authority over the
work. Where there is a conflict between these Technical Specifications, the
Standard Specifications and other applicable requirements, the most restrictive
requirement shall prevail. The Contractor shall provide all necessary labor,
tools, equipment, materials and other appurtenances necessary to complete the work
unless otherwise noted in these Specifications.

The Contractor shall prune vegetation that interferes with construction (e.g. tree
branches, overgrown bushes, etc.) in accordance with Section 201.05 of the
Standard Specifications. Cost of pruning is incidental to the contract. The
Contractor shall not remove existing trees without prior approval of the Public
Works Director (or his/her designee).

4.1 **Mobilization**

This work shall be done in accordance with Section 671 of the Standard
Specifications except as modified herein.

*Basis of Payment:* Mobilization will not be paid for separately, but will be
included in the items for which this work applies.

4.2 **Traffic Control and Protection**

This work shall be done in accordance with the applicable portions of Section 701
of the Standard Specifications, the Supplemental Specifications, the "Illinois
Manual on Uniform Traffic Control Devices for Streets and Highways", and any
details and Highway Standards contained in the Plans and Special Provisions, and
the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901
DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS: Work Zone Traffic Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard “701501-02”.

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Work Director (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Work Director (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Basis of Payment: This work will not be paid for separately, but will be included in the items for which this work applies. This work includes all labor, materials, installation, transportation, maintenance, handling flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Work Director (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Work Director (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

4.6 ITEM 01 - P.C.C. PAVEMENT REMOVAL
This work shall be in accordance with the Standard Specifications, insofar as applicable.

This work shall consist of saw cutting full depth of the existing pavement, removing the existing P.C.C. pavement, preparation of the sub-base, and aggregate base repair (if necessary), as directed by the Public Work Director (or his/her designee). Excavated materials must be removed from the site as work progresses and may not be temporarily stored on site.
All debris shall be cleaned-up and removed before the end of each working day and be disposed of offsite at the Contractor’s entire expense. Cleanup and restoration of adjacent areas, restoration of parkway and lawn areas shall consist of 4" topsoil, seed and blanket.

The aggregate base repair material shall be limited to CA-6 crushed stone or crushed gravel or crushed concrete in accordance with Article 1004.04 of the Standard Specifications.

**Basis of Payment:** This work shall be paid for at the contract unit price per square yard of P.C.C. PAVEMENT REMOVAL, which price will be payment in full for pavement removal, full depth saw cut, disposal of existing materials, and shaping and compaction of base course.

4.7 **ITEM 02 - P.C.C. PAVEMENT REPLACEMENT - CLASS PV (7")**

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness to match existing pavement using dowels and tie bars.

The concrete used shall be Class PV Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

**Basis of Payment:** This work shall be paid for at the contract unit price per square yard of P.C.C. PAVEMENT REPLACEMENT - CLASS PV - 7 INCHES, which shall include dowel bars and tie bars. Quantities shall be adjusted for variations in concrete thickness in accordance with Article 442.10 of the Standard Specifications.

4.8 Deleted.

4.9 Deleted.

4.10 **ITEM 03 - P.C.C. PAVEMENT PATCH - CL C (9")**

This item shall consist of pavement patches in accordance with applicable sections of the Standard Specifications. No unit price differentiation will be permitted. All patches where material has been removed must be replaced by the end of each working day and no open holes shall remain overnight.

**Basis of Payment:** This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH CL C (9").

4.11 Deleted.

4.12 **ITEM 04 - P.C.C. PAVEMENT REPLACEMENT - CLASS PV (10")**

This work shall conform to applicable sections of the Standard Specifications and shall consist of replacing pavement that was removed. The pavement replacement shall be limited to high early strength Portland cement concrete replacement of the thickness specified using dowels and tie bars as shown in the details.

The concrete used shall be Class PV Portland Cement Concrete with Fibermesh 150 Synthetic Fiber or approved equal used in accordance with the manufactures recommendation and meeting the requirements of ASTM C 1116.

**Basis of Payment:** This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT REPLACEMENT CLASS PV (10").

4.13 **ITEM 05 - VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, sheeting, shoring and bracing materials and their installation and removal, saw cutting. This item shall also include new riser, top/cone section, frame and lid or grate; adjustment. Internal rubber sleeve frame/chimney seal installed as part of sanitary manhole adjustment and
reconnection of existing lines shall be considered incidental to this item. Restoration of parkway and lawn shall consist of 4” topsoil, seed, and blanket.

**Basis of Payment:** This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED.

**ITEM 06 - VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED (SPECIAL)**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

New castings to replace old castings will be provided by the City to be installed by the Contractor where deemed necessary by the Public Work Director (or his/her designee); however, if it is necessary to replace the casting because of damage done by the Contractor, the cost of the new casting will be deducted from the Contractor’s final estimate. Replacement frames shall be picked up by the Contractor at Public Works and replaced frames shall be stockpiled at Public Works for the City by the Contractor.

**Basis of Payment:** This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED (SPECIAL).

**ITEM 07 - VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

New castings to replace old castings will be provided by the City to be installed by the Contractor where deemed necessary by the Public Work Director (or his/her designee); however, if it is necessary to replace the casting because of damage done by the Contractor, the cost of the new casting will be deducted from the Contractor’s final estimate. Replacement frames shall be picked up by the Contractor at Public Works and replaced frames shall be stockpiled at Public Works for the City by the Contractor.

**Basis of Payment:** This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE RECONSTRUCTED (SPECIAL).

**ITEM 08 - RAISED REFLECTIVE PAVEMENT MARKER**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of placing raised reflective pavement markers as directed by the Public Work Director (or his/her designee). Raised reflective markers shall be Hallen Products Ironstar Model 664 with two-way blue lens or approved equal. Markers shall be installed according to manufacturer’s instructions.

**Basis of Payment:** This work shall be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER.

**ITEM 09 - HMA DRIVEWAY PAVEMENT REMOVAL**

This work shall be done in accordance with the Standard Specifications insofar as applicable.

Driveways shall be saved their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee). Any existing driveway edging shall be carefully removed incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4” topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard of HMA DRIVEWAY PAVEMENT REMOVAL, which price shall be payment in full for bituminous concrete surface course removal and disposal of existing materials.

**ITEM 10 - HMA DRIVEWAY PAVEMENT REPLACEMENT**
This work shall be done in accordance the Standard Specifications insofar as applicable.

This work shall consist of transitioning bituminous driveways into new curb. Driveways shall be replaced in two lifts of Hot Mix Asphalt Surface Course, IL-12.5, each 1-1/2 inches thick. Any existing driveway edging shall be carefully removed and replaced incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, up to 6” thick granular sub base as required, shaping and compaction placement and compaction of the bituminous material as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4” topsoil, seed, and blanket.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for HMA DRIVEWAY PAVEMENT REPLACEMENT, which price shall be payment in full for HMA DRIVEWAY PAVEMENT REPLACEMENT.

### 4.19 ITEM 11 - P.C.C. DRIVEWAY PAVEMENT REMOVAL (6”)

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440.

Driveways shall be saved their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee).

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4” topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL 6”, which price shall be payment in full for removal and disposal of existing materials and excavation.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

### 4.20 ITEM 12 - P.C.C. DRIVEWAY PAVEMENT REPLACEMENT (6”)

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of transitioning existing concrete driveways into new curb. Driveways shall be replaced with P.C.C. concrete as detailed.

The concrete used shall be Class PV Portland Cement Concrete. All Portland Cement Concrete shall be treated with a protective coat application.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement of concrete as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4” topsoil, seed, and blanket.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REPLACEMENT 6”, which price shall be payment in full for Portland Cement concrete, 1” thick granular sub base, shaping, compaction, and restoration of adjacent areas.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

### 4.21 Deleted.

### 4.22 ITEM 13 - P.C.C. SIDEWALK REMOVAL (5”-6”)

This item shall include the removal of Portland Cement Concrete sidewalk of the
thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440. The work shall include complete removal of those areas which have been marked by the Public Work Director (or his/her designee) for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor’s contact person(s) and phone number for additional information.

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. Sidewalk Removal (5” - 6”), which includes, sidewalk removal, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

4.23 ITEM 14 - P.C.C. SIDEWALK REPLACEMENT (5”-6”)

This item shall include the replacement of Portland Cement Concrete sidewalk of the thickness specified. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor’s expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Prefomed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

Sidewalk construction across driveways WILL BE SAUCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6” thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor’s contact person(s) and phone number for additional information.

The thickness of the new sidewalk shall be a minimum of five (5”) inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within
the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REPLACEMENT (5"-6"), which includes expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, and restoration of parkways.

4.24 ITEM 15 – P.C.C. SIDEWALKS AND RAMPS NEW (5"-6")
This item shall include excavation and placement of 4" compacted CA-6 stone base and new sidewalk of the thickness specified. Excavation shall include removal of topsoil, sod, and debris encountered to reach the finished grade for sidewalk of the designated thickness. Should the subgrade at this depth be unsuitable for placement of Sidewalk, it shall be removed to a depth specified by the Public Work Director (or his/her designee) and CA-14 course aggregate shall then be compacted in place to form a proper subgrade. Compaction shall be to 95% of modified proctor density.

Methods of construction shall conform to the item Portland Cement Concrete Sidewalk Removal and Replacement. The aggregate base course shall be included as part of this item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALKS AND RAMPS NEW (5"-6") which includes earth excavation, aggregate base course, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

4.25 ITEM 16 – P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (7"-9")
This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. The work shall include complete removal of those areas which have been marked by the Public Work Director (or his/her designee) for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor’s expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Saw cuts will be made to provide for smooth joints BETWEEN ALL EXISTING AND PROPOSED WORK. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 720.12(a) shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.

Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. The driveway shall be
kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

**Basis of Payment:** This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (7"-9") which includes sidewalk removal, expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

4.26 Deleted.

4.27 **ITEM 17 - COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 curb and gutter to match existing. Sections to be removed must be broken out at an existing joint or must be sawcut full-depth to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joint shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item. No additional restoration will be allowed unless approved by Public Work Director (or his/her designee).

**Basis of Payment:** This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

4.28 **ITEM 18 - COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)**

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of existing B6.24 curb and gutter. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must
be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4” of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at its own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24).

**ITEM 19 - ADA PANELS - WILMETTE**

The Contractor shall provide and install bright yellow, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the Public Work Director (or his/her designee). These ramp panels shall comply with Highway Standard 424001 “Curb Ramps for Sidewalks” and shall be of the type MetaPanels™, manufactured by Metadome, by: Pioneer Supply - (262) 560-1720. Any ramp panel substitutions must be submitted in writing to PUBLIC WORK DIRECTOR (OR HIS/HER DESIGNEE) for approval.

**Basis of Payment:** This work will be paid for at the contract unit price per each for ADA PANELS - WILMETTE.

**ITEM 20 - DETECTABLE WARNINGS - NORTHFIELD and LINCOLNWOOD and HIGHLAND PARK**

To comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), all new construction or reconstruction projects are required to utilize truncated domes on all pedestrian curb ramps; medians and pedestrian refuge islands; at-grade railroad crossings; alley and commercial drive crossings with traffic control devices; or other locations where pedestrians are required to cross a hazardous vehicular way (IDOT Memo 2004-18).

Detectable warnings shall consist of a surface of truncated domes aligned in a square pattern (parallel alignment) or triangular pattern. Dome spacing, dome size, and detectable warning locations are shown in Highway Standard 424001 “Curb Ramps for Sidewalks”.

Detectable warning surfaces shall be colored red and shall extend 24 inches in the direction of travel and the full width of the curb ramp, landing, or sidewalk (IDOT Memo 2004-18). The Contractor shall provide and install pre-stamped Anti-Corrosion panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the Public Work Director (or his/her designee). These ramp panels shall comply with Highway Standard 424001 “Curb Ramps for Sidewalks”. All ramp panels must be submitted in writing to Public Work Director (or his/her designee) for approval.

**Basis of Payment:** This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS - NORTHFIELD AND LINCOLNWOOD and HIGHLAND PARK.

**ITEM 21 - DETECTABLE WARNINGS - LAKE FOREST**

Detectable Warning insert materials and installation in locations shown on drawings or where directed by Public Work Director (or his/her designee). Detectable warnings shall be wet set ADA replaceable tactile warning surface unit,
red composite material, 24"x48" rectangular panels inserted into the wet concrete according to the installation instructions of the manufacturer and as directed by the Public Work Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS - LAKE FOREST.

4.32 **ITEM 22 - DETECTABLE WARNINGS - WINNETKA**
All accessible ramps at those locations shown on the plans or as directed by the Public Work Director (or his/her designee) shall be constructed with DETECTABLE WARNINGS, in accordance with the Americans with Disabilities Act (ADA) standards, and Section 424.09 of the Standard Specifications. The detectable warnings shall consist of Neenah Foundry Detectable Warning Plates, undipped, natural finish, 2-foot square plates. The detectable warning plates shall extend across the width of the ramp (2 plates, typical), leaving the outermost 6" perimeter of the ramp untextured, plain concrete. The plates shall be placed such that the top of the truncated domes are flush with the surrounding surface of concrete. Placement, finishing and curing shall conform to the above noted specifications, and as directed by the Public Work Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS - WINNETKA.

4.33 **ITEM 23 - TREE GRATE INSTALLATION**
This work shall consist of forming in place for the installation of cast iron tree grates (to be provided by others) at various locations within the business district as marked by the Public Work Director (or his/her designee). All locations will be in areas where the existing sidewalk is being replaced. After 24 hours advance notice by the Contractor prior to pouring, all grates will be delivered to the site, at which time the grate shall be set on the form, adjusted to finished grade, and approved by the Public Work Director (or his/her designee).

Basis of Payment: This work shall be paid for at the contract unit price per each for TREE GRATE INSTALLATION.

4.34 **ITEM 24 - PCC SIDEWALK 5", NEW INSTALLATION, (FRENCH GRAY) - LAKE FOREST**
PCC Sidewalk, 5", New Installation, (French Gray) - This item shall consist of installing new sidewalk where directed by ENGINEER. This item shall also include excavation for the new walk, 4" of compacted CA-6 stone base and all material necessary for backfilling to establish an acceptable grade adjacent to the new sidewalk. Excavation shall include removal of topsoil, sod, and debris encountered to reach the finished grade for sidewalk of the designated thickness.

Basis of Payment: This work will be paid for at the contract unit price per square foot for PCC SIDEWALK 5", NEW INSTALLATION, (FRENCH GRAY) - LAKE FOREST.

4.35 **ITEM A25 - Traffic Control and Protection for Temporary Detour**
When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route as determined by the Public Work Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price for each detour location for Traffic Control and Protection for Temporary Detour.

4.36 **ITEM A26 - Temporary Informational Signing**
This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials shall be according to the following Articles of Section 1000 - Materials:

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Overlay Panels (Note 4) 1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
Note 2. Type A sheeting can be used on the plywood base.
Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

The sign sizes and legend sizes shall be verified by the Contractor and Engineer prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement: This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically). All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis of Payment: This work shall be paid for at the contract unit price per square foot for Temporary Information Signing.

4.36 ITEM A27- Arrow Board
This work shall include providing and maintaining an Arrow Board for traffic control in accordance with the applicable portions of Section 701 of the Standard Specifications and Highway Standards 701301, 701311, 701501, 701801 and 701901 when requested by the Public Work Director (or his/her designee).

Basis of Payment: When an Arrow Board is requested by the Public Work Director (or his/her designee), this work will be paid for at the contract unit price per calendar day for each Arrow Board.

4.37 PROTECTIVE COAT
This work shall be done in accordance with Section 420 of the Standard Specifications except as modified herein.

Protective Coat shall be Cure & Seal 1315EF manufactured by Dayton Superior or approved equal and shall be applied in accordance with the manufacturer’s recommendations.

Two (2) coats of Cure & Seal shall be applied to all new P.C.C. pavements, driveways, sidewalks, patios and curbs and gutters. Cure & Seal product shall be stirred thoroughly prior to use and shall not be diluted or thinned. The first coat of Cure & Seal shall be applied immediately after all surface water has disappeared and surface cannot be marred. The second coat of Cure & Seal shall be applied after the first coat has dried or as determined by the Public Work Director (or his/her designee).

Basis of Payment: Protective Coat will not be paid for separately, but will be included in the items for which this work applies.

5. SCHEDULING OF WORK AND COMPLETION DATES
The Contractor shall coordinate directly with Public Works Director (or his/her designee) for each Municipality to schedule the work.
The Contractor shall notify each Municipality no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, the Cook County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Public Works Director (or his/her designee).

All work shall be completed prior to October 31, 2012 unless otherwise agreed to by a Municipality or as specified below for individual Municipalities.

City of Lake Forest: Work shall not start before June 15, 2012 and shall be complete on or before August 15, 2012.

Village of Wilmette: Work shall not start before June 15, 2012 and shall be complete on or before August 15, 2012.

6. PERMISSIONS
For any State or County Highway Permits or other required Local Permits, the Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements as incidental to the Contract.

7. CONCRETE TESTING
City of Lake Forest: Concrete testing per Illinois Department of Transportation Standard Specifications will be required for all Class PV concrete pavement replacement. The cost of testing will be paid for by The City of Lake Forest and should not be included in any unit price bid. Concrete street patches to remain closed to traffic until satisfactory test results, 3500 PSI at 3 days, have been received by The City of Lake Forest.
Breakdown of Quantities and Number of Mobilizations per Municipality

The estimated quantities listed in the bid table for each community are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all municipalities participating in this bid even if no estimated quantity is listed for that municipality.

<table>
<thead>
<tr>
<th>Base Bid Items</th>
<th>Estimated Quantity Per Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No.</td>
<td>Item Description</td>
</tr>
<tr>
<td>1</td>
<td>P.C.C. Pavement Removal</td>
</tr>
<tr>
<td>2</td>
<td>P.C.C. Pavement Replacement - Class PV (7&quot;)</td>
</tr>
<tr>
<td>3</td>
<td>P.C.C. Pavement Patch CL C (9&quot;)</td>
</tr>
<tr>
<td>4</td>
<td>P.C.C. Pavement Replacement Class PV (10&quot;)</td>
</tr>
<tr>
<td>5</td>
<td>VV, MH, Inlet, CB to be Adjusted</td>
</tr>
<tr>
<td>6</td>
<td>VV, MH, Inlet, CB to be Adjusted (SPECIAL)</td>
</tr>
<tr>
<td>7</td>
<td>VV, MH, Inlet, CB to be Reconstructed (SPECIAL)</td>
</tr>
<tr>
<td>8</td>
<td>Raised Reflective Pavement Marker</td>
</tr>
<tr>
<td>9</td>
<td>HMA Driveway Pavement Removal</td>
</tr>
<tr>
<td>10</td>
<td>HMA Driveway Pavement Replacement</td>
</tr>
<tr>
<td>11</td>
<td>P.C.C. Driveway Pavement Replacement (6&quot;)</td>
</tr>
<tr>
<td>12</td>
<td>P.C.C. Driveway Pavement Replacement (6&quot;)</td>
</tr>
<tr>
<td>13</td>
<td>P.C.C. Sidewalk Replacement (5-6&quot;)</td>
</tr>
<tr>
<td>14</td>
<td>P.C.C. Sidewalk Replacement (5-6&quot;)</td>
</tr>
<tr>
<td>15</td>
<td>P.C.C. Sidewalks and Ramps New (5-6&quot;)</td>
</tr>
<tr>
<td>16</td>
<td>P.C.C. Sidewalk Replacement (7-9&quot;)</td>
</tr>
<tr>
<td>17</td>
<td>Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)</td>
</tr>
<tr>
<td>18</td>
<td>Combination Curb and Gutter Replacement (B6.24)</td>
</tr>
<tr>
<td>19</td>
<td>ADA Panels - Wilmette</td>
</tr>
<tr>
<td>20</td>
<td>Detectable Warnings - Northfield / Lincolnwood / Highland Park</td>
</tr>
<tr>
<td>21</td>
<td>Detectable Warning - Lake Forest</td>
</tr>
<tr>
<td>22</td>
<td>Detectable Warning - Winnetka</td>
</tr>
<tr>
<td>23</td>
<td>Tree Grate Installation</td>
</tr>
<tr>
<td>24</td>
<td>PCC Sidewalk, 5&quot;, New Installation (French Gray-LF)</td>
</tr>
</tbody>
</table>

The estimates of the number of mobilizations that the Contractor shall make to each municipality:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Estimated Mobilizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highland Park</td>
<td>1</td>
</tr>
<tr>
<td>Lake Forest</td>
<td>1</td>
</tr>
<tr>
<td>Lincolnwood</td>
<td>1</td>
</tr>
<tr>
<td>Northfield</td>
<td>1</td>
</tr>
<tr>
<td>Wilmette</td>
<td>1</td>
</tr>
<tr>
<td>Winnetka</td>
<td>2</td>
</tr>
</tbody>
</table>
## Contractor References

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Address</th>
<th>City, State, Zip Code</th>
<th>City, State, Zip Code</th>
<th>Contact Person</th>
<th>Telephone Number</th>
<th>Dates of Service/Award</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Wilmette</td>
<td>1200 Wilmette Ave</td>
<td>Wilmette, IL 60091</td>
<td>Village of Wilmette</td>
<td>Scott Hilt</td>
<td>847-523-7725</td>
<td>2011 = 893,996</td>
<td></td>
</tr>
<tr>
<td>Village of Winnetka</td>
<td>510 Green Bay Rd</td>
<td>Winnetka, IL 60093</td>
<td>Village of Winnetka</td>
<td>Mehdi Vahli</td>
<td>847-716-3520</td>
<td>2011 = 119,525&lt;sup&gt;54&lt;/sup&gt;</td>
<td>2011 = 162,882&lt;sup&gt;50&lt;/sup&gt;</td>
</tr>
<tr>
<td>City of Highland Park</td>
<td>1100 Half Day Rd</td>
<td>Highland Park, IL 60035</td>
<td>City of Highland Park</td>
<td>Bill Hull</td>
<td>847-432-0807</td>
<td>2011 = 251,179&lt;sup&gt;30&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>City of Lake Forest</td>
<td>800 N. Field Dr</td>
<td>Lake Forest, IL 60045</td>
<td>City of Lake Forest</td>
<td>Brian Joyce</td>
<td>847-810-3557</td>
<td>2011 = 149,224&lt;sup&gt;90&lt;/sup&gt;</td>
<td></td>
</tr>
</tbody>
</table>
DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

1. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

2. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

3. has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;

4. has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

5. has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

6. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

7. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

8. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

9. has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)
ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Cris Schoeder, being first duly sworn,
deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of Schoeder & Schoeder Co.
(Contractor)
The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 12th day of April, 2012

Notary Public

"OFFICIAL SEAL"
RITA RUBIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/22/2014

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
CONFLICT OF INTEREST

______________________, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Wilmette may disqualify the bid or the affected Municipality may void any award and acceptance that the Municipality has made.

______________________
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this ___ day of ______, 2012

______________________
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

"OFFICIAL SEAL"
RITA RUBIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/22/2014
TAX COMPLIANCE AFFIDAVIT

CHRIS SWEDEGER, being first duly sworn,

deposes and says that he is President

(Partner, Officer, Owner, Etc.)

of SWEDEGER & SWEDEGER, Inc.

(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

Chris Sweedge

(Name of Bidder if the Bidder is an Individual)

{Name of Partner if the Bidder is a Partnership)

{Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 15th day of April, 2012

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: ________________  # Years in Business: _____

Address: ____________________________  # Years used by Contractor: _____

Services provided by Sub-Contractor: ____________________________________________

Name: ________________  # Years in Business: _____

Address: ____________________________  # Years used by Contractor: _____

Services provided by Sub-Contractor: ____________________________________________

Name: ________________  # Years in Business: _____

Address: ____________________________  # Years used by Contractor: _____

Services provided by Sub-Contractor: ____________________________________________
APPENDIX C:  
AGREEMENT ACCEPTANCE

RFB #12-M-0006

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [insert Municipality name] ("Owner") this ______ day of ________________, 20__.

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

By: __________________________

Title: __________________________
APPENDIX D: INSURANCE REQUIREMENTS

City of Highland Park
Insurance Requirements

A. Worker's Compensation and Employer's Liability with limits not less than:
   (1) Worker's Compensation: Statutory;
   (2) Employer's Liability:
       $500,000 injury-per occurrence
       $500,000 disease-per employee
       $500,000 disease-policy limit

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

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

   All employees shall be included as insured.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
   (1) General Aggregate: $2,000,000
   (2) Bodily Injury: $500,000 per person
       $1,000,000 per occurrence
   (3) Property Damage: $1,000,000 per occurrence, and
       $2,000,000 aggregate
   (4) Other Coverage:
       Coverages shall include:
       o Premises/Operations
       o Products/Completed Operations (to be maintained for two years following Final Payment)
       o Independent Contractors
       o Personal Injury (with Employment Exclusion deleted)
       o Broad Form Property Damage Endorsement
       o Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
       o Bodily Injury and Property Damage

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

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

   All employees shall be included as insured.

D. Umbrella Policy. The $2,000,000 required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.
Lake Forest
Insurance Requirements

These requirements are baseline standards for insurance to be provided in City procurements. They may require adjustment from time to time based on a variety of factors, including the nature, scope, duration, and value of the procurement, subject to approval of the City Manager.

I. CONSTRUCTION:

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:
   $500,000 injury-per occurrence
   $500,000 disease-per employee
   $500,000 disease-policy limit

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

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $2,000,000 for vehicles owned, non-owned, or rented.

   All employees shall be included as insureds.

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

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

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

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

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

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

D. Builders Risk Insurance, written in completed value form, to protect the supplier or vendor and the City against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the construction, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement, and collapse, and shall be designed for the circumstances that may affect the construction.

This insurance shall be written with limits not less than the insurable value of the project at completion. The insurable value shall include the aggregate value of City-furnished equipment and materials to be constructed or installed by the supplier or vendor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment. This insurance
shall include coverage while the City is occupying all or any part of the project prior to final payment without the need for the insurance company's consent.

E. Owner's and Contractor's Protective Liability Insurance, in the name of the City with a combined single limit for bodily injury and property damage of not less than the amount required by the City Manager. This requirement shall apply to construction projects.

F. Professional Liability Insurance, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the supplier or vendor against all sums that supplier or vendor may be obligated to pay on account of any liability arising out of the contract. This requirement shall apply to design and consulting projects, as well as to contracts for professionals involved in construction projects.

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

H. City as Additional Insured. The City shall be named as an Additional Insured on all policies except for:
   Worker's Compensation Professional Liability (if applicable)
Each such additional insured endorsement shall identify the City as follows: The City of Lake Forest, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

I. Other Parties as Additional Insureds. Other entities should be included and named as additional insured on appropriate policies.
Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:
   
   (1) Worker's Compensation: Statutory;
   
   (2) Employer's Liability:
        $300,000 per occurrence
        $500,000 per employee
        $________ disease-policy limit

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

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

   All employees shall be included as insured.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
   
   (1) General Aggregate: $2,000,000
   
   (2) Bodily Injury:
        $500,000 per person
        $1,000,000 per occurrence
   
   (3) Property Damage:
        $1,000,000 per occurrence, and
        $2,000,000 aggregate.
   
   (4) Other Coverage:

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

   "X", "C", and "U" exclusions shall be deleted.
Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

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

E. The Owner as Additional Insured. The Owner shall be named as an Additional Insured on the required policies excluding worker’s compensation.
Village of Northfield
Insurance Requirements

These requirements are baseline standards for insurance to be provided in City procurements. They may require adjustment from time to time based on a variety of factors, including the nature, scope, duration, and value of the procurement, subject to approval of the City Manager.

I. CONSTRUCTION:

A. Worker’s Compensation and Employer’s Liability with limits not less than:
   (1) Worker’s Compensation: Statutory;
   (2) Employer’s Liability:
       $500,000 injury-per occurrence
       $500,000 disease-per employee
       $500,000 disease-policy limit

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

B. Business Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than $2,000,000 for vehicles owned, non-owned, or rented.

   All employees shall be included as insureds.

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

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

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

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

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

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

E. Public Entities as Additional Insured. The public entities their officials, employees and agents shall be named as an Additional Insured on all policies except for:

   Worker’s Compensation, Professional Liability (if applicable)

Each such additional Insured’s endorsement shall be identified as follows: The Village of Northfield, including its Village Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

F. Other Parties as Additional Insured’s. Other entities should be included and named as additional insured on appropriate policies.
I. The Contractor's insurance coverage shall be primary as respects the member, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

V. Each insurance policy required shall have the member expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

VII. Contractor shall furnish the member with certificates of insurance naming the member, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.
Village of Winnetka
Insurance Requirements

INSURANCE: The Contractor shall secure and maintain such insurance from an insurance company having a Best rating of not less than A and authorized to write casualty insurance in the State of Illinois as will protect the Contractor, their subcontractors, the Village, including duly authorized representatives, from claims for bodily injury, death or property damage which may arise from operations under this Contract. The Contractor shall not commence Work under this Contract until all required insurance has been obtained under this paragraph and shall have filed the certificate of insurance or the certificate copy of the insurance policy with the Village. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days written notice to the Village of intention to cancel.

1. WORKER’S COMPENSATION

All contractors or service providers shall furnish satisfactory proof of full worker’s compensation insurance for all employees. This insurance shall include coverage for occupational diseases. Additionally, employer’s liability should also be provided for bodily injury and disease that may arise out of employment of any persons involved in work under this agreement. Statutory coverage is required.

Should the work fall within the jurisdiction of the United States Longshoreman’s and Harbor Workers Compensation Act or under liability under the Admiralty and Railroad Employees Federal Liability Act, it is the contractor’s responsibility to extend their coverage to provide and maintain full force coverage, under one or any of these acts, during the period covered by this agreement.

2. GENERAL LIABILITY INSURANCE

General Liability Insurance shall be carried on a comprehensive form and on an occurrence basis. Proof of coverage is required, and shall include contractual liability and all other features required by the attached exhibit.

3. AUTOMOBILE LIABILITY INSURANCE

The contractor shall provide insurance to cover any liability arising out of the use of any vehicle.

4. LIABILITY COVERAGES

Liability coverages shall provide a total limit as indicated on the attached exhibit. In many cases, the limit of liability is $5,000,000 combined for both bodily injury and property damage. In order to achieve this limit, several policies may be necessary. More than one policy to reach the required limit is satisfactory to the Village, however, it is required that all policies provide the specific elements of coverage required by the attached Exhibit.
INSURANCE COVERAGE GUIDELINES

This table is intended as a general guide. In the event that the activities to be performed don't fall into one of the following categories, the Village may require more or less coverage than indicated below.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Total Limit of Liability (In Millions) Per Project</th>
<th>Worker's Compensation and Employers Liability</th>
<th>Comprehensive Form</th>
<th>Premises/Operations</th>
<th>Underground Explosion &amp; Collapse</th>
<th>Products/Completed Operations</th>
<th>Contractual</th>
<th>Independent Contractors</th>
<th>Broad Form Property</th>
<th>Auto Liability</th>
<th>Any Auto</th>
<th>Garage Liability</th>
<th>Aircraft Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto Repairs</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Buildings – Construction, alteration (including roofing), repair and demolition</td>
<td>5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td></td>
</tr>
<tr>
<td>Buildings – Maintenance &amp; Repair (Plumbing, HVAC, electrical, etc.)</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Delivery and Messenger Services</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Guard Services</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Janitorial Services and Window Washing</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Landscaping – Lawn maintenance, gardening, etc.</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Maintenance &amp; Repair of Office Machines</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Movie Making</td>
<td>5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>Permits – Use of Village facilities for meetings</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>Road and Street Construction</td>
<td>5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Rubbish Removal (Scavengers)</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Sewer &amp; Water – Repair and Installation</td>
<td>5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Sidewalk Construction</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Special Events – Fireworks, amusement rides, etc.</td>
<td>5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Surveys – Aerial</td>
<td>5</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Surveys – Ground</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Tree Removal, Installation, Trimming</td>
<td>5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Uniform Supply</td>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
</tbody>
</table>

For any activities involving the sale or distribution of alcoholic beverages, liquor liability including dram shop liability is required. The total limit of liability should be $1,000,000.

5. CERTIFICATES OF INSURANCE

Prior to beginning any work, the contractor or service provider is required to provide certificates of insurance verifying coverage is in effect and meets the minimum requirements of the attached exhibit. The certificate shall verify that each policy shall bear an endorsement precluding cancellation or reduction of, or material change in coverage without first giving the Village of Winnetka 30 days prior notice in writing.

Nothing contained within the insurance requirements shall be construed as limiting the extent of the Contractor's or service provider's responsibility for payment of damages resulting from his, or their, operations under this agreement. The type and amounts of such insurance shall not be less than shown.
Village of Wilmette
Insurance Requirements

At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as additional insureds on all required insurance policies.

2. Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the Work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

   a. Comprehensive General Liability, with the Village as an additional insured, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

   b. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage;

   c. Workers Compensation and Employers' Liability, in amounts required by statute;

   d. Owners and Contractor's Protective Liability, $1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured; and,

   e. Umbrella Coverage, $2,000,000 per occurrence.

3. All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

4. Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

5. Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.
City of Highland Park
2012 Concrete Road Repairs
Request For Board Action

REFERRED TO BOARD:  May 15, 2012  AGENDA ITEM NO:  5

ORIGINATING DEPARTMENT:  Parks and Recreation

SUBJECT:  Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution Awarding a Bid and Authorizing the Village Manager to Execute an Agreement with Alltown Bus Service, Inc. to Provide the 2012 Summer Program Transportation Services in the Amount Not to Exceed $25,000

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Parks and Recreation Department performs a bid process for bus transportation for day camp field trips, daily shuttle service, and swim meets. On April 19, 2012 the bus bid specifications were advertised in the Pioneer Press Newspaper. The bid was advertised on the Village website from April 16, 2012 – April 27, 2012.

Bid specifications were also mailed out on April 16, 2012 to the following bus service providers: Alltown Bus Service, Inc., Illinois Central School Bus, First Student, AM Bus Company and Positive Connections, Inc. The bid opening was held at 10:00 AM on May 2, 2012. Bids were supplied by Alltown Bus Services, Inc. and Illinois Central School Bus with the following breakdown of pricing.

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Alltown</th>
<th>IL Central</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field trip service within 30 mile radius</td>
<td>$215.00</td>
<td>$215.00</td>
</tr>
<tr>
<td>Field trip service outside of 30 mile radius</td>
<td>$235.00</td>
<td>$229.00</td>
</tr>
<tr>
<td>Daily shuttle service within Lincolnwood</td>
<td>$199.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Swim meet service within 30 mile radius</td>
<td>$235.00</td>
<td>$215.00</td>
</tr>
<tr>
<td>Swim meet service outside of 30 mile radius</td>
<td>$350.00</td>
<td>$245.00</td>
</tr>
<tr>
<td>Cancellation fee for field trip busing</td>
<td>$65.00</td>
<td>$95.00</td>
</tr>
</tbody>
</table>

Alltown Bus Service has provided summer bus transportation since 2009 and in numerous years prior to 2008. The total amount paid to Alltown Bus Service, Inc. for services in 2011 was $23,935. Changing three camp locations to Proesel Park and the Community Center, staff anticipates the total cost for 2012 to be $20,000.

Staff’s experience working with Alltown Bus Service, Inc. has been favorable. They provide timely service and clean buses. The drivers are professional, safe and courteous. Headquartered in
Skokie at 7300 N. St. Louis Avenue, they are very knowledgeable of Lincolnwood and the surrounding area.

The Park Board discussed this item at their May 8, 2012 meeting. The vote to recommend the awarding of the bid to Alltown Bus Service, Inc. was 7-0.

**FINANCIAL IMPACT:**
All transportation costs are included in the camp and swim team budgets, and are recovered through fees charged to the participants.

**DOCUMENTS ATTACHED:**
1. Proposed Resolution
2. Draft Minutes of the May 8, 2012 Park and Recreation Board meeting

**RECOMMENDED MOTION:**
*Move to Approve* a Resolution authorizing the Village Manager to execute an agreement with Alltown Bus Service, Inc. for summer bus transportation in an amount not to exceed $25,000.
RESOLUTION NO. R2012-__________

A RESOLUTION APPROVING THE AWARD
OF THE SUMMER TRANSPORTATION BID
TO ALLTOWN BUS SERVICE, INC., OF SKOKIE, ILLINOIS

WHEREAS, the Village sought bids for the award of bus transportation services for summer transportation for day camp and swim meets; and

WHEREAS, Alltown Bus Service, Inc., of Skokie, Illinois (Alltown Bus Service, Inc.), was the lowest responsible bidder of the firms that submitted bid packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into a contract with Alltown Bus Service, Inc. will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Alltown Bus Service, Inc. shall be, and is hereby, approved in substantially the form attached to this Resolution as Exhibit A (the "Contract").

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

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

[SIGNATURE PAGE FOLLOWS]
PASSED this ___ day of ______________, 2012.

AYES: ______

NAYS:______

ABSENT:______

ABSTENTION:______

APPROVED by me this _____ day of ______________, 2012.

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

ATTESTED and FILED in my office this _____ day of __________, 2012

_______________________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
EXHIBIT A

CONTRACT
VILLAGE OF LINCOLNWOOD
REQUEST FOR PROPOSALS
FOR DEPARTMENT OF PARKS AND RECREATION BUS SERVICES

VILLAGE: Village of Lincolnwood
Department of Parks and Recreation
Village Hall
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Village will receive sealed proposals for the Services generally described as follows: bus services for the Village's Department of Parks and Recreation ("Village" or "Department of Parks and Recreation"), including without limitation day camp field trips, daily bus service, and travel to and from swim meets, beginning June 18, 2012 (the "Services").

TO BE SUBMITTED TO the Village of Lincolnwood Department of Parks and Recreation, Village Hall, 6900 N. Lincoln Avenue, Lincolnwood, Illinois, 60712, attention Jan Springer, Superintendent of Recreation, BEFORE 10:00 A.M April 27, 2012.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Services shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All items required as part of Bidder Information, Bidder Background, and Bidder Facilities shall be completed. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

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

Bid Security

All proposals shall be accompanied by a cashier's or certified check, or bid bond in form and from a surety satisfactory to the Village, in amount equal to at least ten percent of the total bid amount. Bid securities will be returned to the Bidders after a contract with a Bidder is fully executed or, if no contract is executed, after all proposals are rejected.

Delivery of Proposals

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

Opening of Proposals

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

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

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

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. Award will be made on the basis of the combination of price, quality and compliance with the objectives of the Lincolnwood Department of Parks and Recreation.

Village reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal. Village also reserves the right to accept the proposal of a bidder whose principal place of business is located within Village limits over the low price proposal where quality, reliability, capability, customer service, responsiveness, expertise and other aspects that bidder's proposal are at least equivalent to the low price proposal.

Upon acceptance of the successful Bidder's proposal by Village, the successful Bidder's proposal, together with Village's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Services.

Communications with Village

All communications about this Request for Proposals must be in writing and addressed to:

Village of Lincolnwood
Department of Parks and Recreation
Village Hall
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

DATED this 16th day of April, 2012.

VILLAGE OF LINCOLNWOOD

By: Timothy C. Wiberg
Village Manager
VILLAGE OF LINCOLNWOOD

CONTRACT/PROPOSAL FOR
DEPARTMENT OF PARKS AND RECREATION BUS SERVICES

Full Name of Bidder ______________________________________________________________ (“Bidder”)

Principal Office Address _______________________________________________________________________

Local Office Address _______________________________________________________________________

Contact Person _______________________________________________________________________

Telephone _______________________ Fax _____________________________________________

TO:

VILLAGE OF LINCOLNWOOD
DEPARTMENT OF PARKS AND RECREATION
VILLAGE HALL
6900 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60712

Bidder warrants and represents that Bidder has carefully examined this Request for Proposals and Contract and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. ______ [if none, write “NONE”], which are securely stapled to the end of this Contract/Proposal.

1. Services Proposal

   A. Contract and Services. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Village’s written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the “Services”:

   1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Department of Parks and Recreation bus services in and around Lincolnwood, Illinois (“Services Site”);

   2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

   3. Bonds and Insurance. Procure and furnish all bonds and all insurance specified in this Contract/Proposal;

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

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

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

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes and agrees that all Services shall be fully provided, performed, and completed in accordance with the specifications outlined in and attached to this Contract/Proposal.

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

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

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Services and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the maximum fee schedule ("**Fee Schedule**") below:

A. **Schedule of Prices.**

For providing, performing, and completing each of these items of the Services (which are described more fully in Exhibit A), the following amounts per item:

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost per bus, per field trip for service within a 30 Mile radius from</td>
<td>$ __________ per bus per</td>
</tr>
<tr>
<td>departure of camp site to return to camp site</td>
<td>field trip</td>
</tr>
<tr>
<td>Cost per bus, per field trip for service outside of a 30 mile radius</td>
<td>$ __________ per bus per</td>
</tr>
<tr>
<td>from departure of camp site to return to camp site</td>
<td>field trip</td>
</tr>
<tr>
<td>Cost per bus, per day for daily shuttle service within Lincolnwood;</td>
<td>$ __________ per bus per</td>
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<tr>
<td>bus may also be used for field trips within a 30 mile radius from</td>
<td>day</td>
</tr>
<tr>
<td>departure at camp site to return to camp site when not needed in</td>
<td></td>
</tr>
<tr>
<td>shuttle capacity</td>
<td></td>
</tr>
<tr>
<td>Cost per bus, per swim meet, within a 30 mile radius for swim team</td>
<td>$ __________ per bus per</td>
</tr>
<tr>
<td></td>
<td>meet</td>
</tr>
<tr>
<td>Cost per bus, per swim meet outside of a 30 mile radius for swim team</td>
<td>$ __________ per bus per</td>
</tr>
<tr>
<td></td>
<td>meet</td>
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<tr>
<td>Cancellation fee, <strong>if any</strong>, for field trip busing</td>
<td>$ __________ per bus per</td>
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<tr>
<td></td>
<td>field trip</td>
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</tbody>
</table>

No other fees or charges are allowed.
B. Basis For Determining Prices.

It is expressly understood and agreed that:

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

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

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

4. Bidder has thoroughly examined this Contract/Proposal prior to submission of its bid.

C. Time Of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule: Net 30 days from date of invoice following receipt of services. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time Proposal

Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall commence the Services within 10 days following Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Village all insurance certificates and policies of insurance specified in this Contract/Proposal (“Commencement Date”). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Services diligently and continuously throughout the term of the Contract/Proposal.

The term of this Contract shall be one year, and may be renewed at one year intervals upon the mutual agreement of the parties.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Village's acceptance of this Contract/Proposal. For good cause shown, the Village may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the Village and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the Village. Such policies shall be for terms not less than six months and shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. Such policies shall be in a form, and from companies, acceptable to the Village. The Village shall be named as an additional insured on these certificates and policies of insurance. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Services are as follows:
1. **Workers’ Compensation and Employer’s Liability.** Limits shall not be less than:

   Workers’ Compensation: Statutory

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

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

2. **Comprehensive Motor Vehicle Liability.** Limits for vehicles owned, non-owned or rented shall not be less than:

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

3. **Comprehensive General Liability.** Limits shall not be less than:

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

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

   Coverage to include:

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

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

4. **Umbrella Liability.** Limits shall not be less than:

   $5,000,000 Bodily Injury and Property Damage Combined Single Limit.

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

B. **Indemnification.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Bidder, except to the extent caused by the sole negligence of or the intentional willful or wanton act of the Village or its employees, or any failure of the Village to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. **Penalties.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Services or any part thereof.
D. **Bonds.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, in the penal sum of the greater of the Contract Price but in no event less than $50,000, within seven business days following the Village's acceptance of this Contract/Proposal. Such amount shall be maintained during the term of the Contract/Proposal and shall be restored by Bidder within 10 days if drawn upon by the Village. Such amount shall also be amended from time to time during the term of this Contract/Proposal when the number of intersections at which Services are provided is amended.

5. **Firm Proposal**

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

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

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

A. **The Services.** The Services, and all of its components, shall be of merchantable quality; shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance of the Services, shall strictly conform to the requirements of this Contract/Proposal, including without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. **Compliance with Laws.** The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. The Bidder shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services is provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

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

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

C. **Not Barred; No Collusion.** Bidder is not barred by law from contracting with Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Sec. 33E-3 or Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
Bidder hereby represents that the only persons, firms, or corporations interested in this Contract/Proposal as principals are those disclosed to the Village prior to the execution of this Contract/Proposal, and that this Contract/Proposal is made without collusion with any other person, firm, or corporation if at any time it shall be found that the Bidder has, in procuring this Contract/Proposal, colluded with any other person, firm, or corporation, then Bidder shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract/Proposal shall, at the Village's option, be null and void.

D. **Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Services successfully and promptly and to commence and complete the Services within the Contract Price and Contract Time Proposals set forth above.

E. **Patriot Act Compliance.** Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Bidder further represents and warrants to the Village that Bidder and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Bidder hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

7. **Specifications**

Bidder has thoroughly examined this Contract/Proposal, including the specifications for the Services attached hereto as Exhibit A.

8. **Acknowledgments**

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

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

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

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

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

If it should appear at any time that Bidder has failed or refused to prosecute, or has delayed in the prosecution of, the Services in full compliance with the requirements of this Contract/Proposal, or has attempted to assign this Contract/Proposal or Bidder's rights under this Contract/Proposal, either in whole or in part, or has falsely made any representation or warranty in this Contract/Proposal, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract/Proposal ("Event of Default"), and has failed to cure any such Event of Default within five business days after Bidder's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. The Village may require Bidder within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Bidder and the Services into strict compliance with this Contract/Proposal.

2. The Village may terminate this Contract/Proposal immediately without liability for further payment of amounts due, if any, or to become due under this Contract/Proposal.

3. The Village may recover from Bidder any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default.

4. The Village may recover any damages suffered by the Village.

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

F. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

G. Amendments. No modification, addition, deletion, revision, alteration, or other change in this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by the Village and the Bidder.

H. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by the Bidder except upon the prior written consent of the Village, which consent may be withheld in the sole and unfettered discretion of the Village; provided however, that the Village's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. The Village may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Bidder.

I. Entire Agreement. This Contract/Proposal sets forth the entire agreement of the Village and the Bidder with respect to the accomplishment of the Services, and there are no other understandings or agreements, oral or written, between the Village and the Bidder with respect to the Services and the compensation therefor.

J. Governing Law; Changes in Laws. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Unless otherwise explicitly provided in this Contract/Proposal, any reference to laws shall include such laws as they may be amended or modified from time to time.

K. Contract not Exclusive. This Contract/Proposal is not exclusive. If determined by the Village to be appropriate or necessary to the Village or its residents, then the Village, in the exercise of its sole discretion,
may select additional firms to perform the Services, may acquire services from time to time as necessary from a company not under contract with the Village, and may terminate this Contract/Proposal or any other contract as to the Bidder or any one or more other firms in accordance with the terms of this Contract/Proposal.

L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Contract/Proposal by any person, firm, or corporation other than the Bidder shall be made or be valid against the Village.

M. Binding Effect. This Contract/Proposal shall be binding on the Village and Bidder and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract/Proposal to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract/Proposal shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between the Village and Bidder or (2) to create any relationship between the Village and any subcontractor of the Bidder.

O. Village's Right To Terminate or Suspend Services for Convenience. The Village shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time upon 30 day written notice to Bidder. Each such notice shall state the extent and effective date of such termination or suspension. On such effective date, Bidder shall, as and to the extent directed, stop Services under this Contract. In the event of any termination pursuant to this Section, the Village shall pay Bidder such fees for Services for which the Village is responsible for payment, if any, as Bidder may have reasonably and necessarily incurred prior to the date of such termination. Any immediate termination or suspension of Bidder’s rights under this Contract/Proposal for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of the Village under this Contract.

P. Termination for Cause. The failure of the Bidder to properly perform any of the Services under this Contract/Proposal shall be cause for the immediate termination of the Contract/Proposal without 30 day written notice.

Q. Bidder's Right To Terminate. Bidder shall have the right to terminate this Contract/Proposal at any time upon 30 day written notice to the Village. Termination of this Contract/Proposal by Bidder shall not relieve Bidder of any liability to the Village existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Bidder prior to such termination.

R. Notices. All notices required or permitted to be given under this Contract/Proposal shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications directed to the Village shall be addressed and delivered as follows:

Village of Lincolnwood
Department of Parks and Recreation
Village Hall
6900 N. Lincoln Avenue
Lincolnwood, IL 60062

with a copy to:

Steven M. Elrod
Holland & Knight LLP
131 South Dearborn, 30th Floor
Chicago, IL 60603
Notices and communications directed to the Bidder shall be addressed and delivered as follows:

____________________
____________________
____________________

With a copy to:

____________________
____________________
____________________
**BIDDER INFORMATION** (Bidder shall complete all of the following items prior to execution and submission of this Contract/Proposal to the Village)

Bidder's Status:  
- □ _________________________ (State) Corporation  
- □ _________________________ (State) Limited Liability Company  
- □ _________________________ (State) Partnership  
- □ _________________________ Joint Venture  
- □ _________________________ Individual Proprietor

Bidder's Name:  ____________________________________________
D/B/A (if different):  _________________________________________
Bidder's Business Address:  __________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
Bidder’s Business Telephone Number: ________________________ Facsimile Number:  ________________________

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners, respectively, and all persons who own ten percent or more of the Bidder:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Birth</th>
<th>Title</th>
<th>Address</th>
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**BIDDER BACKGROUND**

Has the applicant, business, or member of the business ever had a business license or contract revoked, suspended or cancelled?

_______ Yes  ______ No  If yes, explain in full detail on a separate sheet of paper and attach.

Does the business currently hold a license or have a contract with any other municipality for bus services, including any of the Services described in this Contract/Proposal?

_______ Yes  ______ No  If yes, explain in full detail on a separate sheet of paper and attach.

Bidder must have a minimum of three years experience in providing bus services for school-age children. Attach copies of at least three current contracts the Bidder holds for the provision of bus services similar to the Services, and for each contract, provide an address and telephone number for the representative of that customer.

Contract 1:

Contract 2:
Contract 3:

**BIDDER FACILITIES** *(See Specifications in Exhibit A for additional details)*

**BUSES**

<table>
<thead>
<tr>
<th>Make:</th>
<th>Model:</th>
<th>Year:</th>
<th>Number of Cylinders:</th>
<th>License Plate Number:</th>
<th>Number of Axles:</th>
<th>GVW:</th>
<th>Date of Last Inspection:</th>
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Make: ___________________ Model: ________________ Year: ______________________
Number of Cylinders: ________________________
License Plate Number: _____________________ Number of Axles: ___________________
GVW: ______________________________ Date of Last Inspection: _________________

Make: ___________________ Model: ________________ Year: ______________________
Number of Cylinders: ________________________
License Plate Number: _____________________ Number of Axles: ___________________
GVW: ______________________________ Date of Last Inspection: _________________

Make: ___________________ Model: ________________ Year: ______________________
Number of Cylinders: ________________________
License Plate Number: _____________________ Number of Axles: ___________________
GVW: ______________________________ Date of Last Inspection: _________________

Signature of Bidder or Authorized Agent: _______________________________________

(corporate seal) Printed Name: _________________________________________________

Title/Position: _______________________________________________________________

Subscribed and Sworn to
Before me this _____ day of
__________, 2012

Notary Public
(SEAL)
EXHIBIT A

SPECIFICATIONS FOR PARKS AND RECREATION BUS SERVICES

1. **Scope of Services.** Bidder shall furnish all services, labor, equipment, facilities, and materials for bus, as requested by the Village of Lincolnwood Department of Parks and Recreation (“Department of Parks and Recreation”), for bus services, including without limitation day camp field trips, daily shuttle service, and swim meets, as provided in this Contract/Proposal. The duration of the bus services will be from June 18, 2012 through August 17, 2012, and including without limitation a five day camp scheduled for August 13-17, 2012 and up to four swim meets, but excluding July 4, 2012, on which day there will be no day camp. Prior to June 18, 2012, the Bidder must familiarize all drivers, operators, or other persons providing the services with information, that the Village will provide, concerning all camp locations and the routes for daily shuttle runs within the Village. The Services must commence on June 18, 2012 and must be provided pursuant to the following specifications:

   A. Day Camp Bid Specifications

      1. **Prairie Dogs:**
         - One field trip bus needed once every other week for a maximum of four field trips during each such week within Lincolnwood and the Chicago Metropolitan Area.
         - Camp is located at the Lincolnwood Community Center, 6900 N. Lincoln Avenue (corner of Morse and Lincoln Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am - 1 pm Monday, Wednesday and Friday (no camp on July 4).
         - Approximately 40 campers (3 – 4 years old) plus 8-10 staff.

      2. **Little Lincolns:**
         - One or two field trip bus(es) needed once every other week for a maximum of four field trips during each such week within Lincolnwood and the Chicago Metropolitan Area.
         - The Village will notify the selected Bidder not less than five business days before each field trip of the number of busses that will be required for that trip.
         - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday, Wednesday and Friday (no camp on July 4).
         - Approximately 70 campers (Grades K-2nd) plus 14 staff.

      3. **Camp Potawatomie:**
         - One field trip bus will be needed once per week for a maximum of eight field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
         - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday – Friday (no camp on July 4).
         - Approximately 50 campers (Grades K-2nd) plus 10 staff.

      4. **Superstar Sports Camp:**
         - One field trip bus will be needed once per week for a maximum of eight field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
         - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday – Friday (no camp on July 4).
         - Approximately 40 campers (Grades 3rd-5th) plus 6 staff.

      5. **Rutledge Rockets:**
         - One field trip bus will be needed once per week for a maximum of eight field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
         - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday – Friday (no camp on July 4).

Exhibit A
Page 1
- Approximately 50 campers (Grades 3rd-5th) plus 8 staff.

6. **Jr. & Senior Adventure Camp:**
   - One or two field trip bus(es) will be needed twice per week for a maximum of 16 field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
   - The Village will notify the selected Bidder not less than five business days before each field trip of the number of busses that will be required for that trip.
   - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday – Friday (no camp on July 4).
   - Approximately 50 campers (Grades 6th – 9th) plus 9 staff.

7. **Camp 74:**
   - One field trip bus will be needed once per week for a maximum of four field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
   - Camp is located at Rutledge Hall (6850 N. East Prairie Road), Lincolnwood, Illinois. Camp hours are 12:30 - 4:30 pm Monday – Friday (no camp on July 4) June 18 – July 13, 2012 only (4 weeks only).
   - Approximately 60 campers (Grades K-8th) plus 11 staff.

8. **The Last Hurrah:**
   - One field trip bus will be needed for a maximum of three field trips during the one week camp within Lincolnwood and the Chicago Metropolitan Area.
   - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am-2:45 pm Monday – Friday, August 13-17, 2012
   - Approximately 40 campers (Grades K-5th) plus 7 staff.

9. **Daily Bus Service:**
   - One daily bus will be needed for shuttle services within Lincolnwood.
   - Routes will be determined by camp management staff and communicated to driver on an ongoing basis.
   - Bus will report to Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois, on every Monday through Friday at 9:00 am (no camp on July 4)
   - Bus will shuttle campers as directed by camp management staff throughout the day, concluding no later than 4:30 pm.
   - Daily bus may be used as a field trip bus as needed. The Village will notify the selected Bidder not less than three business days before the field trip of the change and location of the field trip.

**B. Swim Team Bid Specifications**

1. **Swim Meets:**
   - One bus needed to service up to four swim meets within the Chicago Metropolitan Area; some trips may be out of state.
   - Swim team is located at the Proesel Park Family Aquatic Center (7155 N. Kostner Avenue), Lincolnwood, Illinois.
   - Hours and dates will vary; approximately 45 participants plus staff.

The Village reserves the right to change the schedule of Services as it deems necessary in the best interest of the programs listed above. Actual time will depend on the weather, daily attendance and trip schedule. There may be days when the buses are dismissed earlier than anticipated or later depending on trips. There is no guarantee that the hours stated above will remain consistent, however all attempts will be made to adhere to the above stated schedules.
2. **Calls for Services.** Services under this Contract/Proposal shall be rendered only upon the request of the Department of Parks and Recreation. Bidder, upon notification by the Department of Parks and Recreation, shall send the requested number and type of buses to the designated location. The Bidder shall consider calls from the Department of Parks and Recreation as having first priority over requests for service from other parties. Bidder shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year.

3. **Responsibility for Property.** Bidder expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof.

4. **Responsibility for Personnel and Subcontractors.**
   
   A. **General.** Bidder assumes full responsibility for its employees, agents and drivers to all acts performed pursuant to this Contract/Proposal. Bidder shall assign only competent, courteous, trustworthy, sober employees and drivers who comply with all applicable legal requirements to provide the Services required under the provisions of this Contract/Proposal. Bidder shall not employ any person who has been convicted of any felony related to the performance of the Services or any person who has been convicted, within the immediately preceding five years, of any misdemeanor violation relating to the performance of the Services.
   
   B. **Annual Disclosure.** Bidder, annually during the term of this Contract/Proposal, shall provide to the Village a sworn list including the name, address, and telephone number of each owner, officer, and holder of more than ten percent of shares of Bidder.
   
   C. **Approval and Use of Subcontractors.** Bidder shall cause the Services to be performed under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Bidder shall be acceptable to, and approved in advance by, the Village. The Village’s approval of any subcontractor shall not relieve the Bidder of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract/Proposal. All Services performed by any subcontractor shall be subject to all of the provisions of this Contract/Proposal in the same manner as if performed by employees of Bidder. Every reference in this Contract/Proposal to “Bidder” shall be deemed also to refer to all subcontractors of the Bidder.
   
   D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to the Village, the Bidder, immediately on notice from the Village, shall remove and replace such personnel or subcontractor. Bidder shall have no claim for damages as a result of any such removal or replacement.

5. **Licensing and Background Information.**
   
   A. All of the Bidder’s drivers and operators shall have and maintain all required federal and Illinois driver’s licenses, including, without limitation, current valid Illinois Commercial Driver’s License(s). The Bidder shall file verification of proper licenses for each driver and operator with the Village.
   
   B. Prior to the effective date of this Contract/Proposal, Bidder shall provide the Department of Parks and Recreation with the following information for each bus operator, driver and person that will be engaged in the performance of the Services and is employed on the effective date of the Contract/Proposal; provided that this information may be provided for each operator, driver and person engaged in the performance of the Services hired during the term of the Contract within ten days after the date of hire; and for all operators,
drivers and persons engaged in the performance of the Services employed at the time that Bidder submits a request to renew this Contract:

i. Name;

ii. Address;

iii. Date of birth;

iv. Driver's license number, state of issuance, date of expiration, licensed classifications, and license restrictions, including copies of such license(s).

v. Evidence that each operator, driver, or person engaged in the performance of the Services has received a minimum of 10 hours of training in school bus safety during the previous 12 months.

vi. Verification of completed criminal background checks for each operator, driver, or person engaged in the performance of the Services; and

vii. An acknowledgement that each operator, driver, or person engaged in the performance of the Services has received and reviewed the Village of Lincolnwood Child Protection Management Policy, which the Village will furnish to the Bidder, prior to the effective date of this Contract/Proposal.

C. Bidder must have a minimum of three years relevant experience in providing bus services that include the transportation of school-age children.

6. Hours of Service/Local Office. Bidder shall maintain hours of operation consistent with normal business hours (9:00 am to 5:00 pm) Monday through Friday and for at least three hours (from approximately 9:00 a.m. to 12:00 p.m.) on Saturday. Bidder must maintain a local office within Niles Township or within a 15-mile radius of the Village in order to facilitate access to the Services on rain days and to ensure efficient delivery of the Services. The local office must be staffed by a manager and at least one dispatcher at all times when the Services are being provided, and the dispatcher must maintain radio or telephone access to all buses during all times that Services are provided.

7. Equipment. Bidder shall provide and maintain all equipment and labor needed to supply the Services during the term of this Contract/Proposal. Bidder must ensure that all buses used to provide the Services are in good working order, are equipped with properly functioning seat belts for each occupant, and are equipped with either radio or telephone equipment that allow the Bidder to maintain 24 hour communication capability between the bus operator and the Bidder's radio operator/dispatchers to ensure that the Bidder can provide an immediate response in the event of an emergency, mechanical failure, or any other disruption of the Services. Bidder shall be responsible for inspecting buses daily, both internally and externally, to maintain high standards in safety and cleanliness. Bidder shall ensure that the operation and equipment of all buses used to perform the Services are in full compliance with all applicable federal and state statutory and regulatory requirements concerning the operation and equipment of school buses.

8. Minimum Capacity. All busses used for the provision of the Services must have a minimum capacity of 71 passengers.

9. Compliance with Standards. All Services must be provided in compliance with the applicable standards promulgated by the American Camp Association.
ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Lincolnwood ("Village") this ______day of _________________, 2012.

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

VILLAGE OF LINCOLNWOOD

By: ___________________________________
   Village Manager
Lincolnwood Park and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
May 8, 2012

CALL TO ORDER
The meeting was called to order at 7:35 P.M.

PRESENT AT MEETING
Park Board Members:  Demerise Gratch, Gail Ito, Art Lovering, Laura Tomacic, Barbra Pabst, Barry Bass,
Judy Snyder (arrived at 7:49 P.M.)
Parks and Recreation Department Staff:  Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith
Village Board Liaison:  Planned Absence
Audience:  David Spector (arrived at 8:27 P.M.), 3924 W. Arthur Avenue

APPROVAL OF MINUTES
On motion Ito/Tomacic to approve the regular meeting minutes of April 11, 2012 meeting.  6-0, motion passed.

AUDIENCE PARTICIPATION
A. Thank you letter from LiPoni Foundation – Auction Donation of a Pool Pass
B. Thank you letter from Edgebrook School (distributed)– Auction Donation $100 toward four-week session for day camp.

OLD BUSINESS
A. HIAS Signage
   Thurman – Working with HIAS since 2010.  Committed to plant 100 trees over the next three years in Channel Runne Park.  Signage will appear in Freedom Grove.  Plaque is made of non-metal material.  Signage will be completed prior to June 21 ceremony.
   Lovering – What is the “Talmud”?
   Bass – Compilation of philosophy, law, teachings – not quoting a person; citing a source.
   Lovering – Is this used in religious services?  Concerned with the source.  Do we need to include “Talmud” or can we include quote without citing it?
   Hincapie – Don’t think removing the citing would be a problem.
   Pabst – Is there a problem with the size?
   Hincapie – We normally do something flat in the ground but the size of this donation may warrant this size of signage.
   Thurman – Will also have one slightly raised plaque for donors contributing $25K or more.
   Hincapie – Signs will all be in beds which are low maintenance areas for upkeep.

   On motion, Ito/Tomacic move to approve HIAS signage as amended (citing of Talmud removed) for tree donation areas as presented by staff.  7-0, motion passed.

B. Renaming of Channel Runne Park
   Hincapie – Discussion has ensued for a number of months regarding the renaming of Channel Runne Park.  It was formally proposed at April Park Board meeting to rename the park “Lincolnwood Centennial Park.”  Prior to the May meeting Hincapie received input from the Mayor and some members of the Village Board.
   • It was suggested that the word “Freedom” be added to the name of the park
   • It was questioned as to whether “Lincolnwood Centennial Park” was really the best name for the park.
   • Hincapie has suggested to the Mayor the possibility of adding a subtitle to the sign that designates the park as the site of the HIAS tree donations, something to the effect of “Site of the HIAS Freedom Grove
   Bass – Including Lincolnwood in the park name makes it recognizable/identifiable.  No one knows it’s Lincolnwood.
   Hincapie – The Mayor is very appreciative of the donation by HIAS.
   Ito – Loves “Lincolnwood Centennial Park” with “The site of the HIAS Freedom Grove” at the bottom.
   Snyder – Likes having Freedom Grove within the park.
Bass – Likes “Home of the HIAS Freedom Grove” added to “Lincolnwood Centennial Park.”
Lovering – This sign is at Touhy and McCormick, correct? Has the plaque been ordered? Subtitle will be HIAS information; most prominent will be the name of the park.
Hincapie – Sign has not been ordered yet. Will be discussed at May 15 COW meeting and voted on at the regular meeting of the Village Board that same evening.

On motion, Bass/Snyder to recommend an ordinance changing the name of Channel Runne Park to Lincolnwood Centennial Park. 7-0, motion passed.

On motion, Bass/Tomacic to recommend including a subtitle on the sign that designates the park as the site of the HIAS tree donations. 7-0 motion passed.

NEW BUSINESS
A. Consideration of the 2012 Summer Bus Bid Recommendation
Springer – Bids were received from Alltown Bus Service, Inc. and Illinois Central with Alltown Bus Service, Inc. submitting the lowest responsible bid. Alltown has been the summer transportation supplier for the past three years. Staff recommends Alltown Bus Service, Inc. for the 2012 summer transportation provider for services totaling less than $25,000.

On motion, Ito/Pabst to recommend a resolution to awarding a bid and authorizing the Village Manager to execute an agreement with Alltown Bus Service, Inc. to provide the 2012 summer day camp transportation services in the amount not to exceed $25,000. 7-0, motion passed.

COMMITTEE REPORTS
A. SCULPTURE UPDATE – One structure needs to be moved in Channel Runne Park (the sign sculpture). The sculptor is assisting in the move to ensure safety. Artist is unhappy with paving for the parking lot. She also was under the impression that the Village was going to purchase the sculpture. Members of the Sculpture Committee have no recollection of that being the case.
B. MULTICULTURAL TASK FORCE – First meeting – four in attendance.
   Ito – A lot of ideas shared. Task force will evolve. There is energy on the committee.
   Hincapie – Ideas generated include a soccer affiliate, women/men only swim times, translating our information in top five languages represented in Lincolnwood, information at a table at Lincolnwood Fest, multicultural opportunities at events such as Market and Music Series, Passport, etc.

DIRECTOR’S REPORT
Commend staff for their work preparing for the summer season. Camps and pool are really coming together. Stop by the Community Center to see the new curtains and stove/microwave.
Bass – Shared that Mr. Sugarman was very pleased with ease of obtaining his park permit this year. Commented that staff were friendly and helpful.
Lovering – What will the camp kids be doing at Lincolnwood Fest? Likes that a portion of the proceeds from the Hospitality Tent will go to recreation program scholarships.
Hincapie – Will have the day camp banner up with the kids on stage doing a presentation to promote the camp.

RECREATION STAFF REPORTS
A. SUPERINTENDENT OF RECREATION – JAN SPRINGER
   Everyone is invited to the annual Fireman’s Luncheon from Noon-1:30PM on May 18. Day camp planning is in full swing! Katie and Melanie are doing a fantastic job preparing for a very busy summer season.
B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN
   Started boring from Village Hall to the pool. Should be no problem having everything up by June 1 for lighting the field.
   Snyder – Spoke to the Village Board. Unsold business passes will not be reallocated to non-resident pool passes. Thurman – 725 individuals on the waitlist for non-resident pool passes. New showers rods and curtains have been installed. Locker room floors will be painted.
C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH
   Come and take a look at the updates to the Community Center!
D. COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA
   Springer – Bingo will be under the tent each week at the Market and Music Series.
   Hincapie – Please try to attend Pedal the Parks on May 19.
E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ
   As noted in report.
## UPCOMING EVENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, May 18</td>
<td>Annual Fireman’s Luncheon (Seniors)</td>
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<tr>
<td>Saturday, May 19</td>
<td>Pedal the Parks</td>
</tr>
<tr>
<td>Monday, May 28</td>
<td>Memorial Day Parade and Ceremony</td>
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<tr>
<td>Saturday, June 2</td>
<td>Opening of the Pool</td>
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<tr>
<td>Tuesday, June 5</td>
<td>Naturalization Ceremony and Reception</td>
</tr>
<tr>
<td>Monday, June 18</td>
<td>Camp Starts</td>
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<tr>
<td>Thursday, June 21</td>
<td>HIAS Reception</td>
</tr>
<tr>
<td>Thursday, June 21 &amp; 28</td>
<td>Market and Music Series</td>
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### ADJOURNMENT

On motion, Snyder/Tomacic to adjourn the meeting at 8:38 P.M.

Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation

Parks and Recreation Board President: ________________________________  Signature  ____________________  Date  __________________
Request For Board Action

REFERRED TO BOARD: May 15, 2012
AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution to Establish a Policy for Sponsorship and Advertising

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
In an effort to further develop relationships with the local and regional business community and to increase revenues, decrease expenditures, and enhance programs, facilities and services, an analysis was completed regarding the development of a formal program for the solicitation and management of sponsorship and advertising. At the January 3, 2012 Committee of the Whole staff presented the results of the analysis and outlined possible sponsorship and advertising opportunities for the Village. At the conclusion of the meeting, the Board asked staff to return with a formal draft policy. On March 13, 2012 the Park and Recreation reviewed the proposed policy and recommended it unanimously for approval by the Village Board.

At the April 17, 2012 Committee of the Whole meeting the draft policy was presented to the Village Board for review and discussion. Some minor changes were suggested. Changes were made to the policy and the final document is being presented for approval.

FINANCIAL IMPACT:
None.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Draft Sponsorship and Advertising Policy
3. Minutes of the January 3, 2012 Committee of the Whole meeting
4. Minutes of the March 13, 2012 Park and Recreation Board meeting
5. Minutes of the April 17, 2012 Committee of the Whole meeting

RECOMMENDED MOTION:
Move to approve the recommendation of the Park and Recreation Board to approve a resolution adopting a new Policy for Sponsorship and Advertising.
VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2012-__________

A RESOLUTION APPROVING A SPONSORSHIP AND ADVERTISING POLICY

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

WHEREAS, the Village President and Board of Trustees have determined that additional revenue streams should be developed to help fund new programs, services, and facilities that are in demand; and

WHEREAS, the Village President and Board of Trustees have further determined that it is desirable for the Village to raise additional revenue by providing opportunities to the public: (i) to sponsor certain Village services, facilities, and programs; and (ii) to advertise in Village publications, on the Village's website, and on certain Village property; and

WHEREAS, the Parks and Recreation Board has reviewed a proposed policy to govern the solicitation of sponsors and advertisers ("Sponsorship and Advertising Policy") and has recommended that the President and Board of Trustees consider and adopt the Sponsorship and Advertising Policy; and

WHEREAS, the Village President and Board of Trustees have determined that the adoption of the Sponsorship and Advertising Policy will serve and be in the best interests of the Village and its residents;

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

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

SECTION 2. APPROVAL OF SPONSORSHIP AND ADVERTISING POLICY. The Sponsorship and Advertising Policy shall be, and is hereby, approved in substantially the form attached to this Resolution as Exhibit A.

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

[SIGNATURE PAGE FOLLOWS]
PASSED this ___ day of _____________, 2012.

AYES: _____

NAYS:_____

ABSENT:___

ABSTENTION:_____ 

APPROVED by me this _____ day of _____________, 2012.

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

ATTESTED and FILED in my office this
day of ________, 2012

______________________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
EXHIBIT A

SPONSORSHIP AND ADVERTISING POLICY
Village of Lincolnwood
Sponsorship and Advertising Policy
Established May, 2012

**Purpose:** To establish the practice of providing sponsorship and advertising opportunities to the public as a means of generating additional revenues for the Village of Lincolnwood and to provide guidelines governing the solicitation of advertisers and sponsors.

**Background:** The Village has not accepted advertising in any of its communications to date. Sponsorships have been solicited in the Parks and Recreation Department for the support of programs and special events, but not elsewhere in the Village. However, as the Village has experienced new demands for programs, services and facilities, it has become apparent that alternate revenue streams need to be developed.

**Definitions:**

A. **Sponsorship**
   Financial or in-kind support of Village services, facilities, programs or initiatives

B. **Advertising**
   Selling the opportunity to put information in a publication, website or on Village property

**Sponsorship and Advertising Guidelines:**

A. It is the intent of the Village to solicit sponsors and advertisers who provide services and/or products to the residents of the community and other users of Village programs, facilities and services.

B. It is the intent of the Village to solicit sponsors and advertisers whose product, message or service reflects wholesome family-oriented values consistent with those of the Village of Lincolnwood.

C. Activities or events to be sponsored must satisfy the following criteria:
   a. Be open to the public
   b. Be consistent with the goals and mission of the Village

D. Rate sheets or other written materials describing available advertising and sponsorship opportunities and costs should be developed and reviewed on an annual basis.

E. Advertisements from businesses or organizations providing services or programs that compete with services and programs offered by the Village shall not be accepted.
Administration of Sponsored Events:
A. A sponsor may be required to provide resources to assist in the planning stages of the sponsored event. All plans will be subject to final approval of the Village and must be consistent with the Village Code and all policies and procedures of the Village.
B. The sponsor will be entitled to identification on promotional media at the time and site of the event. All promotional media must first have approval of the Village.
C. Sponsor may be requested to participate in post-event evaluation with Village staff.
D. The Village reserves the right to require a Certificate of Insurance naming the Village of Lincolnwood as additional insured in the amounts specified by the Village’s insurance provider.

Types of Acceptable Advertising:
A. Print ads in Village publications such as the Connections newsletter, the parks and recreation brochures, the Social Club newsletter, facility brochures and any other special publication.
B. Banners, flyers, postcards and posters.
C. Permanent signage (scoreboards, dasher boards, identification on facilities and equipment)
D. Ads on Village website

The acceptance of advertising utilizing media other than those listed above shall be evaluated on a case by case basis and subject to approval of the Village Manager and shall be done in accordance with Village Code and policies.

In-Kind Contributions to Sponsor:
The Village may, but shall not be obligated to, compensate sponsoring organizations for their efforts in two ways:
A. The Village may provide an appropriate level of advertising to the sponsoring organization in relation to the specific event involved. The manner of advertising must meet the District’s requirements as set forth in this policy.
B. The Village may choose to provide, in exchange for sponsorship, free access to programs, facilities and services (e.g. pool admission or program credit)

The method of compensation will be at the sole discretion of the Village.

Solicitation and Approval of Sponsorships/Advertising
A. Sponsorships will be solicited by the Community Outreach Coordinator of the Parks and Recreation Department, in cooperation with staff from other departments of the Village.
B. Sponsorships and advertising valued at under $10,000 require Department Head approval.
C. Sponsorships and advertising valued at $10,000 and over require a written agreement approved by the Village Manager.
Call to Order
President Turry called the Committee of the Whole of the Lincolnwood Board of Trustees to order at 5:30 P.M., Tuesday, January 3, 2012 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call
On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Turry, Trustees Elster, Sprogis-Marohn, Swanson, Heidtke, Leftakes
ABSENT: Trustee Patel

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, Assistant Village Manager; Michael Marzal, Assistant to the Village Manager; Melissa Steirer, Management Analyst; Timothy Clarke, Community Development Director; Charles Greenstein, Village Treasurer; Steven Elrod, Village Attorney; Ashley Engelmann, Assistant to Public Works Director; Janice Hincapie, Director of Parks and Recreation; Paul Eisterhold, Plan Commission Chairperson

Approval of Minutes
The minutes of the December 20, 2011 Committee of the Whole Meeting were distributed in advance of the meeting and were examined. Trustee Elster moved to approve the minutes as presented. Trustee Leftakes seconded the motion. The motion was approved via a Voice Vote.

Regular Business
1. Discussion Concerning Sponsorships, Advertising, and Partnerships
Mrs. Hincapie introduced the item using PowerPoint.

Purpose of the presentation:
- Staff is presenting information about a potential expansion in the current solicitation of alternate revenue funds
- The ultimate goal would be to further decrease expenses and/or increase revenues, while enhancing programs, services and facilities

“Sponsorship” Overview
- A business supports a program, an event, or facility by providing a financial contribution, product or service in exchange for the opportunity to increase the visibility of their business
- A contract or agreement is negotiated to define the terms of the sponsorship
- The sponsorship may be for one event or a variety of programs, events or facilities
- The cost of the sponsorship is relative to the promotional benefit to the sponsor

Village’s Current Use of Sponsorships
- Winter Carnival
- Passport to the World
- Turkey Trot
- Centennial Gala
- Recycling E-Waste Event
“Donation” Overview
- A business, organization or individual provides money, product, equipment, volunteers or publicity, expecting nothing in return
- Recognition may be provided at the discretion of the Village
- No contract or agreement
- A donation may be unsolicited

Village’s Current Use of Donations
- Centennial Kick-Off Reception
- Memorial Day Event
- Passport to the World
- Centennial Gala
- Turkey Trot

“Advertising” Overview
- Selling the opportunity for the visual impression of a business or organization to be included in/on a Village asset
- This may include a logo, web address, phone number, slogan or a call to action

Village’s Current Use of Advertising
- Bus shelter advertising

“Memorials/Honorariums” Overview
- A business, organization or individual pays for a specific item and a plaque

Village’s Current Use of Memorials/Honorariums
- Trees and benches in the parks memorialize and honor individuals and groups

“Public/Private Partnership” Overview
- Farmers Market
- Special events
- Lincolnwood Chamber Orchestra
- Social Club events
- Town Center programming

“Public/Public Partnership” Overview
- Sharing of financial, staff, facility, vehicle, supply or equipment resources between public entities
- Both benefit from sharing these resources
- Sharing benefits the community

Village’s Current Use of Public/Public Partnership
- School Districts #74 and #219
- Maine-Niles Association for Special Recreation (MNASR)
- Skokie Park District
- Morton Grove Park District
- Northfield Park District

Possible Expansion of Sponsorships
• Park renovation and development
• Older adult transportation
• Official company of the Village (credit card, vehicle, soft drink, equipment etc)

Possible Expansion of Donations
• Community special events
• Plant material and trees
• Receptions and events
• Supplies and equipment
• Employee functions

Possible Expansion of Advertising
• Village publications and website
• Program and event giveaways
• Signage
• Other Village assets

Possible Expansion of the Public/Public Partnership
• School District relationships
• Relationships with other parks and recreation agencies
• Promotional and presentation opportunities at area schools outside Lincolnwood
• Library

Possible Expansion of Public/Private Partnerships
• Hold programs and events at area businesses
• Conduct bicycle commuting, safety and maintenance workshops at area businesses
• Flyers to employees at area businesses to promote programs and facilities
• Hold “Meet the Village” functions

Conclusion
• Staff is seeking direction regarding the expansion of the current alternate revenue solicitation program
• Expansion could be done with current staff resources
• If requested, staff will return with a formal draft policy and any other necessary information

Discussion and questions ensued regarding naming of items in parks as well as athletic fields. Clarification was provided by Mrs. Hincapie and Mr. Wiberg.
Board consensus was that more information was needed.

Adjournment
At 7:28 P.M. Trustee Elster moved to adjourn the Committee of the Whole. Trustee Leftakes seconded the motion.

Respectfully Submitted,

Beryl Herman
Village Clerk
Lincolnwood Park and Recreation
Board Meeting – March 13, 2012
Lincolnwood Village Hall – Council Chambers

CALL TO ORDER
The meeting was called to order at 7:30 P.M.

PRESENT AT MEETING
Park Board Members: Demerise Gratch, Gail Ito, Art Lovering, Judith Snyder, Laura Tomacic, Barbra Pabst, Barry Bass
Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith
Village Board Liaison: John Swanson
Audience: Steve Pawlow, Treasurer, Lincolnwood Baseball Association, Berle Herman, Village Clerk

APPROVAL OF MINUTES
On motion, Ito/Tomacic to approve the regular meeting minutes of February 14, 2012 meeting. 7-0, motion passed.

PUBLIC INPUT/COMMUNICATION FROM THE PUBLIC
None

OLD BUSINESS
A. Lincolnwood Fest
The newly adopted Village Code requires an amusement license for the Fest approved by the Finance Director. The Parks and Recreation Board is required per the code to approve any event with over 150 people in Proesel Park. The Village Board has to approve the waiving of the section of the Village Code governing business license fees for both the food and car show vendors upon review by the Park Board.

On motion, Lovering/Snyder to recommend approval of allowing over 150 people in Proesel Park for the 2012 Lincolnwood Fest and to recommend the waiving of business license fees for food and car show vendors. 7-0 motion passed.

Hincapie – Proposed changes to the site include the expansion of the “kiddie” area and moving the food vendors closer to the performance tent, which will be slightly larger than last year. Parking will be allowed in the park for handicapped (3), committee members (5) and performers adjacent to stage. Park Patrol will assist with access off of Lincoln Avenue.
Ito – There seemed to be more cars in the park in 2011; may have been entertainers.

NEW BUSINESS
A. Multicultural Task Force Proposal
Hincapie – Presented proposal as noted in packet.
Ito – Distributed revised mission and goals of the task force. Would like to see the purpose language changed to include “identify how to better provide recreation services to the diverse ethnic groups”
Bass – Likes Ito’s language – more broad and in line with Parks and Recreation Board’s mission
Gratch – Integrate Ito’s input, holding off on Goal #3
Hincapie – Will modify and redistribute to board.
Lovering – “Ongoing” is too nebulous, set a date. Will we get enough involvement on the task force, and if so, we need to put recommendations into action to help build momentum
Hincapie – Interest from Passport committee. Will start with this group.
Herman – Have talked to people and feel there is interest
Ito – Similar groups have been formed in Wheeling and Addison. Have seen success in both communities. Must make a commitment to carry through even if there is little initial involvement from the community.
Snyder – Involve Human Relations Commission

On motion, Ito/Tomacic to support Multicultural Task Force proposal with noted changes to mission and goals. 7-0 motion passed.

B. HIAS VIP Event at Channel Runne Park
Hincapie – Immigration ceremony will be held on June 5. Citizenship class in the fall.

Thurman – June 21 event will include the set up of a large tent, beer and wine and music. There will be more than 150 people in attendance, so per the new Village Code, a recommendation is needed to move forward.

Lovering – Will need a guard to assist with pedestrian crossing at McCormick. Will there be beer/wine restrictions?

Hincapie – Finalizing details with group on liquor. Have consulted our attorney and may come back regarding this item.

Tomacic – Will there be security for the event?

Thurman – Yes, Park Patrol, Lincolnwood Police Department and the Jewish Federation will all be involved in security for the event.

On motion, Ito/Bass to recommend approval of allowing over 150 people in Channel Runne Park on June 21, 2012 for the Hebrew Immigration Aid Society VIP reception. 7-0 motion passed.

C. Renaming of Channel Runne Park

On motion, Gratch/Snyder to recommend tabling renaming of Channel Runne Park until the April 10, 2012 board meeting. 7-0 motion passed.

D. Field Lighting Bid

Thurman – Presented overview of field lighting project including timeframe for project, pricing and impact on existing programs.

Lovering – When they bring in materials, where will they be placed?

Thurman – Will need to put up safety fence surrounding materials.

Ito – Any concerns regarding the budget?

Hincapie – No, project is within budget parameters.

Pabst – What happens if Lincolnwood Baseball Association is unable to pay for the project for all five years of the payment plan? Participation numbers are currently down.

Hincapie – Would need to set up a meeting immediately with the Village Manager to discuss concerns. If there are financial concerns, item would need to be removed from Village Board agenda.

Pabst - $120,000 was presented as a total cost one year ago.

Pawlow – Have nothing in writing. Need to know what LBA would be required to pay and when.

Hincapie – The goal was to arrange a partnership with LBA for capital items that would account for LBA usage.

Snyder – What is the status of the fence and scoreboard requested some time ago?

Pabst – Can’t put up a fence. Would interfere with other field uses.

Hincapie – Ready to revisit partnership piece.

Bass – Is there a remedy in place for non-performance by contractor? Have had a history of problems with work on the fields.

Hincapie – Article 2.2 covers delays. A Change Order would have to be presented and agreed upon by both parties to change the completion date of the project.

On motion, Lovering/Ito to recommend approval of resolution awarding bid for the purchase and installation of sports field lighting to Adlite Electric of Des Plaines. 7-0 motion passed.

E. Sponsorship Policy Draft

Hincapie – Presented draft Advertising and Sponsorship Policy. Approval of advertising/sponsorship up to $20,000 can be approved by the Village Manager or designee. Anything over $20,000 or involving signage would be brought to the Village Board. The purpose of this information is to open discussion at the Park Board level and solicit feedback.

Ito – Will advertising/sponsorship require Park Board approval?

Hincapie – No, this is being presented for informational purposes.

Lovering – Feel this is a Village issue, not Park Board. Where parks are involved, it is important to be mindful of the “visual noise” brought about by signage/advertising. Parks are an area for serenity.

Hincapie – Signage is the biggest concern. Can add to the policy that signage will be reviewed by the Parks and Recreation Board.

Ito – Important to make sure the donation and park naming policies work in concert with the advertising/sponsorship policy.

Hincapie – Send additional feedback on policy. This is the first draft. Will revise/update based on Park Board input.

COMMITTEE REPORTS - None

DIRECTOR’S REPORT
• FY 2012-13 Budget
Budget will be presented to the Village Board on March 20, 2012. The budget includes 2000 pool passes.

Snyder – Feels strongly the number of passes should be capped at 1800 as communicated during past Park Board discussions.

Ito – Raised concerns about parking if the number of passes is increased. People complained of parking concerns last year.

Hincapie – Reallocated unsold business passes last year. Will find out when the item will be discussed at the Village Board level and will report back to Parks and Recreation Board.

- **Bike Paths**
Projects are moving forward for both Com Ed and UP. Met with publishing company located at Lincoln and Jarvis to discuss project. Com Ed has drafted a lease up to Touhy Avenue. Waiting to see what happens with the Purple Hotel site, which will be discussed on April 4, 2012 at the Village Board meeting. UP phase #1 has been approved. Permission to move forward with appraisal. If all goes well, both paths will be constructed in 2013.

Ito – Congratulations to Jan Hincapie!

- Pleased with the response to the brick campaign thus far. Have sold approximately 12 bricks.
  - Deadline for first order is April 30.
- Congrats to Andy Thurman on one year of employment with the Village!
- Sent letter to Vernon Hills Park District thanking them for the generous offer to donate a replacement statue to District 74 for the theft that took place in January at Todd Hall.
- Shelter reservation date has been moved to Monday, April 2 due to April 1 falling on a Sunday.

Snyder – If the Village Board approves the FY 2012-13 budget, when will money be available for park renovations?

Hincapie – Money will be available May 1, 2012.

**RECREATION STAFF REPORTS**

A. **SUPERINTENDENT OF RECREATION – JAN SPRINGER**
   Thank you to all that came out to the Winter Carnival. Special thanks to Laura Tomacic for volunteering for the event.

B. **SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN**
   As noted in report.

C. **COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH**
   As noted in report.

D. **COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA**
   As noted in report.

E. **YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ**
   As noted in report.

Trustee Swanson – Suggest attending the budget workshop held in February to learn more about the budget process.

Hincapie – Department would need to come up with $30,000-$40,000 in revenue if pool passes were capped at 1800. Bather load is 1000. Staff is always mindful of keeping the pool accessible to residents.

**ADJOURNMENT**

On motion, Ito/Snyder to adjourn the meeting at 9:07 P.M.

Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation
Call to Order
President Turry called the Committee of the Whole of the Lincolnwood Board of Trustees to order at 5:45 P.M., Tuesday, April 17, 2012 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call
On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Turry, Trustees Swanson, Elster, Heidtke, Leftakes, Patel, Sprogis-Marohn (Arr. 6:15)
ABSENT: None
A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, Assistant Village Manager; Michael Marzal, Assistant to the Village Manager; Charles Greenstein, Village Treasurer; Hart Passman, Village Attorney; Ashley Engelmann, Assistant to Public Works Director; Manuel Castaneda, Public Works Director; Robert Merkel, Finance Director; Robert LaMantia, Police Chief; Mike Hansen, Fire Chief; Aaron Cook, Manager of Community Development; Melissa Steirer, Management Analyst; Janice Hincapie, Director Park and Recreation

Approval of Minutes
The minutes of the April 3, 2012, Committee of the Whole, were distributed in advance of the meeting and were examined. Trustee Leftakes moved to approve the minutes, Trustee Elster seconded. The motion passed with a Voice Vote.

Regular Business
1. Discussion Concerning a Proposed Park Naming Policy (5:45 – 6:15 p.m.)

This item was presented by Mrs. Hincapie using PowerPoint.

   Purpose of Policy
   
   • To establish a systematic and consistent approach
   
   • To ensure that assets are easily identified and located
   
   • To ensure that names will engender a strong public image and have public support

   Park Board Responsibility
   
   • To recommend names to the Village Board or when appropriate to recommend a change to an existing name of park land, buildings and facilities

   Definition

*Examples of park land include, but not limited to:

• Mini Parks

• Neighborhood Parks
• Community Parks
• Bikeways

* A review of naming requirements and required votes from ten Illinois communities was presented.

## Naming of Park Land

Park land may be named after:

- Streets
- Geographical Locations
- Events
- Concepts

Park land may not be named after individuals

## Naming of Park Land, Buildings and Facilities

Input may be solicited from the public through public meetings or contests

Renaming is discouraged, except in the case when the individual’s character is not in the best interest of the Village

Naming will be done only after:

- Discussion by the Park Board and Village Board
- A waiting period of not less than 60 days
- A Supermajority vote of the Park Board and Village Board

Discussion and questions ensued.

Consensus was to approve this policy with a change in the requirement of Supermajority vote for naming. The Board requests that the Supermajority be required only for Park Board approval. The Village Board would need only a Simple Majority.

### 2. Discussion Concerning a Proposed Sponsorship Policy (6:15 – 6:30 p.m.)

This item was presented by Mrs. Hincapie using PowerPoint.

#### Background

- Staff presented information about developing an advertising and sponsorship program at the January 17, 2012 Committee of the Whole meeting.
- Staff was directed to return with a policy that would provide guidelines for the solicitation of advertising and sponsorship.
Purpose of Policy

- To establish the practice of providing advertising and sponsorship opportunities
- To provide guidelines governing the solicitation of advertisers and sponsors

Definitions

Sponsorship
- Financial or In-Kind support

Advertising
- Selling the opportunity to include information in publications, website or other Village property

Guidelines

It is the intent to:
- Solicit those who provide products to residents and users
- Solicit those whose product/service reflects an appropriate, positive message
- All sponsored events must be open to the public and consistent with goals and mission
- Rate sheets or written materials reviewed annually
- Competing services with Village services or local businesses may not be accepted
- May reject advertising or sponsorship for any reason

Administration of Sponsored Events

Sponsor may:
- Be required to provide resources in planning of event
- Be entitled to identification during promotion and on site during event
- Be requested to participate in post-event evaluation

The Village reserves the right to require a certificate of insurance

Types of Acceptable Advertising

- Print ads in publications
- Banners, flyers postcards and posters which are temporary in nature
- Ads on website
- All other ads not listed must be approved by the Village Manager

In-Kind Contributions to Sponsors

The Village may:
- Provide an appropriate level of advertising
- Choose to provide in exchange for sponsorship, free access to programs, facilities and services

Solicitation and Approval of Advertising and Sponsorship

- Solicitation by Community Outreach Coordinator
- Approval of Department Head required for sponsorship/advertising under $10,000
- Approval of Village Manager required for advertising/sponsorship of $10,000 and over

Conclusion

- Staff is seeking direction regarding the proposed policy
- The policy will be considered by the Village Board on May 15, 2012

Discussion and questions ensued with clarification by Mrs. Hincapie and Village Manager Wiberg.
3. Discussion Concerning the Annual Fee Resolution (6:30 – 7:00 p.m.)

Annual Fee Resolution 2012 -13

The Board of Trustees shall annually adopt a resolution setting forth the applicable fees and charges due for the various licenses, permits and services authorized by this Code and by other Ordinances of the Village. Whenever reference is made in this Code to the “Annual Fee Resolution” such reference shall mean the most current annual Resolution adopted pursuant to this section. By this reference, the Annual Fee Resolution as the same may, from time to time, be amended, is hereby incorporated herein as if fully set forth herein”.

a. Comprehensive Review of Fees – January through March
b. For Consideration Tonight: Regular Meeting Item Seven

Penalty Provisions
• Matched several penalties to the “General Penalty” provision recently increased from Not-to-exceed $750 to Not-to-exceed $2,500
  -Chapters 1,4,5,6,7,8,9,10,11,12,13,14 and 17
  -Hearing Officer and Judges make final determination of amounts
• Proposed Changes to Parking Penalties
  *7-2-31(A), Unattended Motor Vehicles
    -Settlement within 10 days – From $20 to $50
    -Settlement after 10 days – From $50 to $100

  *7-2-31(A), Parking for handicapped/disabled persons
    -Settlement within 10 days – From $100 to $250
    -Settlement after 10 days- From $150 to $350

  *7-2-31(A), Inoperable vehicles
    -Settlement within 10 days – From $50 to $100
    -Settlement after 10 days – From $100 to $200

Fee Changes
• 6-5-8(B), Parkway Tree Permits – Current: “To be established by Village” – Proposed: $170
  Estimated staff review time
  No record of issuance
• 9-14-3, Raffle License – Current: “$10 or as established by the Board of Trustees from time to time” – Proposed: $50
  -Easier to administer and adjusted for inflation
• 10-2-13, Duplicate Local Liquor License – Current: $500 – Proposed: $100
  -Less expensive due to technological advancement
  -No record of issuance

Changes to Fee Language
• Chapter 14, Commercial Demolition Permit – Current: “Each additional cubit foot of volume” Proposed: “Each additional 1,000 cubit foot of volume
  -Reflects current industry standards
• 14-13-7, Building Permit Surcharge – Change to “Building Permit Technology Fee”
  -More accurate description
  -Code amendment included with Regular Meeting Item Six
• 12-3-13,(G) Water Rate – 15% increase to the water rate
  -Discussed at February 8, 2012 Budget Workshop
  -Offsets 25% increase from City of Chicago (commenced January 1, 2012)
  -Current fee is $4.74 per 1,000 gallons of metered water consumption and proposed fee is $5.45

Chapter 14, Fire Plan Review Fees – New Fees for Plan Review
  -Relates to Item Number Six of the Regular Meeting agenda
  -Fees for fire-related plan review such as sprinkler systems
  -Currently the Village contracts with a company to provide this service
  -The calculation of the proposed fees includes the company’s rate plus a $25 administrative processing fee

The impact on residential water users was presented. The percentage of change will be 11%.

Some discussion ensued.
This information will be presented to the Village Board at the Regular Board Meeting under Items Six and Seven.

4. Status Report from the Geographical Information System (GIS) Consortium (7:00 – 7:30 p.m.)
This item was presented by Thomas Thomey, President and Founder of MGP (Municipal GIS Partners).
Mr. Thomey stated that there are currently 18 member communities. Ashley Engelmann, Assistant Public Works Director, serves as the Board of Directors Secretary.
Mr. Thomey spoke on the following topics:
  • MapOffice
  • Web Service Technology – Business Intelligence and Property Inquiry
  • Remove Access Service (RAS)
  • Mobile workforce

Mr. Thomey identified local Community projects:
  • ComEd Outage Analysis
  • New aerial photography
  • Street sign inventory

New available software was introduced and area maps were presented.
This item will appear on the Consent agenda at tonight’s Village Board Meeting.

Adjournment
At 7:00 P.M. Trustee Leftakes moved to adjourn the Committee of the Whole to Executive Session for the Purpose of discussion of personnel issues as well as approval of closed session minutes. Trustee Elster seconded the motion.

Upon Roll Call the results were:
AYES: Trustees Leftakes, Elster, Swanson, Sprogis-Marohn, Patel, Heidtke

Reconvention
At 7:16 P.M. President Turry reconvened the Committee of the Whole.
Adjournment
At 7:17 P.M. Trustee Swanson moved to adjourn Committee of the Whole, seconded by Trustee Sprogis-Marohn. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk
Request For Board Action

REFERRED TO BOARD: May 15, 2012
AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Consideration of a Recommendation by the Park and Recreation Board to Adopt an Ordinance Changing the Name of “Channel Runne Park” to “Lincolnwood Centennial Park”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Channel Runne Park is the elongated piece of land running along the west side of the Metropolitan Water Reclamation District (MWRD) channel on McCormick Avenue, between Touhy and Devon Avenues. The park land is utilized through a lease with the Metropolitan Water Reclamation District. The lease is secured through 2048 and adds 19 acres to the Lincolnwood park system.

A Master Plan for Channel Runne Park was approved by the Village Board in October of 2006. The Master Plan includes a development plan in phases for improvements that will allow for both active and passive recreation, utilizing the natural landscape whenever possible and being attentive to issues of safety and accessibility.

The park offers great opportunities for nature and conservation education, as well as drop-in and organized recreation. One of the goals of the development is to be able to offer in-house programming and to provide field trip opportunities to other agencies and schools to study the numerous ecosystems in the park.

The Village has completed Phase I of the plan, which included the renovation and realignment of the existing bike path. The bike path is heavily used by residents of the region. This project was 50% funded by a State of Illinois Bike Path grant.

The next phase of construction, referred to as phase II, is currently underway and will be completed on or around August 1, 2012. This phase includes the development of the outdoor amphitheatre, stage area and accessible pathway, a disc golf course, fishing area/channel access/stage combination, a bike and pedestrian entrance, vehicular access off McCormick Boulevard and a parking lot. This phase will be 50% funded by a State of Illinois Open Space Land Acquisition and Development (OSLAD) grant.

Phase III, which is being submitted for an Illinois Transportation Enhancement Program (ITEP) grant in 2012, will include a restroom/shelter facility, a nature path and a lookout over the channel.
With the new look and added amenities in this park it is likely that usage will increase. As a remembrance of the 100th anniversary of the incorporation of Tessville which was celebrated in 2011, it was recommended that the name of Channel Runne Park be changed to “Lincolnwood Centennial Park”. While commemorating an important year in Lincolnwood’s history, the new name will also make users aware that as they cross Touhy Avenue they have exited the Skokie Sculpture Park and have entered the Lincolnwood Park System. Providing positive identification of this newly-renovated park will certainly reflect favorably on the Village and its residents.

The renaming of the park is allowed per the Policy governing the Naming of Park Land, Buildings and Facilities which was approved at the April 17, 2012 meeting of the Village Board. The policy states:

A. Park land may be named after streets, geographical locations, events, or concepts (e.g. Peace, Unity, and Diversity).

It is the interpretation of staff and the Park and Recreation Board that the Centennial Celebration of the Village would be considered an event, therefore qualifying as an acceptable name for park land.

The Parks and Recreation Board discussed the proposed re-naming at both their April and May board meetings. Prior to the May meeting input regarding the re-naming of the park was received from the Mayor and trustees. These suggestions were brought to the Parks and Recreation Board for discussion. The Mayor suggested that the word “freedom” be incorporated into the name of the park to recognize the donation of trees and amenities by the Hebrew Immigration Aid Society. This would be in addition to the signage at each of the grove areas.

The Park and Recreation Board voted to re-name the park “Lincolnwood Centennial Park”. The required super-majority vote was surpassed with a unanimous vote of the Board in favor of this action. While the Board didn’t vote to add the word “freedom” to the name of the park, they voted to add a subtitle to the sign that would designate the park as the site of the HIAS Freedom Grove.

FINANCIAL IMPACT:
Signage at Touhy Avenue is included in the cost of the Phase II construction project, which was approved at the January 17, 2012 meeting of the Village Board.

DOCUMENTS ATTACHED:
1. Proposed Ordinance
2. Policy for the Naming of Park Land, Buildings and Facilities
3. Minutes of the April 10, 2012 Park and Recreation Board meeting
4. Draft Minutes of the May 8, 2012 Park and Recreation Board meeting

RECOMMENDED MOTION:
Move to approve an Ordinance to rename “Channel Runne Park” as “Lincolnwood Centennial Park”.
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-____

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 6 OF THE MUNICIPAL CODE OF LINCOLNWOOD TO RENAME "CHANNEL RUNNE PARK" AS "LINCOLNWOOD CENTENNIAL PARK"

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF MAY, 2012.

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 __________, 2012
ORDINANCE NO. 2012-______

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 6
OF THE MUNICIPAL CODE OF LINCOLNWOOD
TO RENAME "CHANNEL RUNNE PARK" AS
"LINCOLNWOOD CENTENNIAL PARK"

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

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, the President and the Board of Trustees desire to amend Article 3 of Chapter 6 of the Municipal Code of Lincolnwood, as amended ("Village Code") to rename "Channel Runne Park" as "Lincolnwood Centennial Park"; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to 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. RENAMING OF "CHANNEL RUNNE PARK" TO "LINCOLNWOOD CENTENNIAL PARK". The public park commonly known as “Channel Runne Park”, and located adjacent to McCormick Boulevard and extending from Touhy Avenue south to Devon Avenue along the North Shore Channel, shall be, and is hereby, renamed as "Lincolnwood Centennial Park".

SECTION 3. PUBLIC PARKS - RULES AND REGULATIONS. Section 1 of Article 3 of Chapter 6 of the Village Code shall be amended further, and shall read as follows:

"6-3-1. APPLICABLE RULES AND REGULATIONS.

All rules and regulations governing the conduct of persons and operation of the public parks either contained within or authorized by the ordinances of the Village are applicable to all public parks within the Village, including, without limitation, the following parks, but specifically excluding parks that are not operated by the Village.
SECTION 4.  PUBLIC PARKS - HOURS.  Section 2 of Article 3 of Chapter 6 of the Village Code shall be amended further, and shall read as follows:

"6-3-2.  HOURS.

(A)  No person shall be or remain in G.G. Rowell Park, Goebelt Park, Flowers Park, Kenneth Park, Kildare Park, Drake Park, Central Park, O’Brien Park, Springfield Park, Rossi Park, Columbia Park, or Channel Runne Lincolnwood Centennial Park between the hours of 9:00 p.m. and 6:00 a.m. on the following day, except as to ice skating or activities for which permits are issued.

(B)  No person shall be or remain in Henry A. Proesel Park between the hours of 11:00 p.m. and 6:00 a.m. on the following day, each and every day of the year.

(C)  Picnic hours. No picnic may be held in the parks of the Village except during the following times or upon the prior written approval of the Department of Parks and Recreation:

(1)  Proesel Park and Channel Runne Lincolnwood Centennial Park: 9:00 a.m. to 10:00 p.m.

(2)  All other parks: 10:00 a.m. to 6:00 p.m.”

SECTION 5.  PARK PERMIT REQUIRED.  Section 4 of Article 3 of Chapter 6 of the Village Code shall be amended further, and shall read as follows:

"6-3-4.  PARK PERMIT REQUIRED.

A permit shall be obtained from the Village Department of Parks and Recreation by any group wishing to reserve all or any portion of Proesel Park or Channel Runne Lincolnwood Centennial Park for an activity or picnic. The maximum number of persons allowed on park permits issued by the Department of Parks and Recreation on any given day shall not exceed 150. Groups exceeding 150 persons, other than those sponsored by the Department of Parks and Recreation, must obtain a permit to use Proesel Park from the Village Park and Recreation Board. Permits are available for other parks in the community and will be evaluated on a per-request basis. Not more than 50 persons shall be permitted at
any event in any other park for which a permit is granted pursuant to this Section 6-3-4. Picnic hours for events in other parks are 10:00 a.m. to 6:00 p.m., unless special permission is granted by the Department of Parks and Recreation."

SECTION 6. PARK RULES AND REGULATIONS. Section 9 of Article 3 of Chapter 6 of the Village Code shall be amended further, and shall read as follows:

"6-3-9. RULES AND REGULATIONS.

The following rules and regulations shall apply to every person in and upon the public parks of the Village:

* * *

(B) Animals. No person shall permit a dog, cat, horse or other domestic, agricultural or wild animal to enter into any portion of a public park, including the playground area, except that:

(1) Animals may be allowed in a public park in connection with an amusement license specifically granted pursuant to Chapter 9, Article 2, of this Code.

(2) Dogs may be allowed in the Channel Runne Lincolnwood Centennial Park: (1) as part of any program or event operated by the Department of Parks and Recreation; and (2) at all other times, but only if the dog is kept on a leash of sufficient size and strength for the dog."

* * *

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]
PASSED this ___ day of May, 2012.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ___ day of May, 2012

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

ATTESTED and FILED in my office the ___ day of May, 2012.

________________________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
Purpose:
To establish a systematic and consistent approach for the official naming or renaming of park land, buildings, and facilities. Examples of park land include, but are not limited to: mini-parks, neighborhood parks, community parks and bikeways.

It is the objective of the Village of Lincolnwood:

1. To ensure that park land, buildings, and facilities are easily identified and located.
2. To ensure that names of park land, buildings and facilities will engender a strong public image and have public support.

Policy:
It is the responsibility of the Park Board to recommend to the Village Board names for park land, buildings, and facilities, or when appropriate, to change the existing name of park land, buildings, and facilities of the Village.

It is the policy of the Village of Lincolnwood to reserve the right to name or rename park land, buildings, and facilities in a manner that best serves the interest of the community and ensures a worthy and enduring legacy for the Village’s parks and recreation system.

A. Park land may be named after streets, geographical locations, events, or concepts (e.g. Peace, Unity, Diversity).

B. Park land may not be named after individuals.

C. The Park Board may solicit public input on park land, building and facility names through public meetings or other means.

D. The Park Board may hold public contests for the naming of park land, buildings and facilities. Such contests shall also be subject to the policies outlined above and are advisory, and are not binding.

E. Renaming of existing park land, buildings and facilities is discouraged, except to rename park land, buildings, and facilities that are named after an individual whose character is or was such that continued use of the individual’s name for park land, buildings and facilities is not in the best interest of the Village.

F. Park land, buildings and facilities will be named only after discussion by the Park Board and then a waiting period of not less than sixty days. A supermajority vote is required of the Park Board and Village Board to name park land, buildings and facilities or to change the name of park land, buildings and facilities of the Village.
CALL TO ORDER
The meeting was called to order at 7:33 P.M.

PRESENT AT MEETING
Park Board Members: Demerise Gratch, Gail Ito, Art Lovering, Judith Snyder, Laura Tomacic, Barbra Pabst (Pabst and Tomacic arrived at 8:15 pm.)
Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith
Village Board Liaison: John Swanson
Audience: David Spector, 3924 W. Arthur Avenue, Suzanne Franklin, HIAS Chicago, 216 W. Jackson Blvd, Suite 700, Chicago

APPROVAL OF MINUTES
On motion, Snyder/Lovering to approve the regular meeting minutes of March 13, 2012 meeting. 4-0, motion passed.

AUDIENCE PARTICIPATION
Suzanne Franklin thanked staff for their efforts on the tree planting at Channel Runne and support of the June 21 celebration. Working with Village staff on signage for the Freedom Grove, which will be made of natural stone and contain a non-denominational quote. Ms. Franklin shared the two possible quotes and the Park Board really liked the quotes.

Lovering – need to make sure the new trees are properly watered once they are planted.

OLD BUSINESS
A. Review of the Draft Park Renaming Policy
Lovering reviewed policy, providing comments to make the document clearer.
Snyder – Under E, does renaming of an existing park mean removing a name? Perhaps add the word “removing” for clarity.
Ito – Suggest using numbers under the purpose and letters under policy for clarity.
Lovering – Date needs to be changed at the top of the page and the term park should be “park land” at the top and throughout the document.
Thurman – Shared attorney review comments which will be incorporated into the revised document.
• Under policy A, what is a concept? This term is vague. Will add examples including unity, independence and centennial to help clarify.
• Under policy E, will make changes per attorney review.
• Under policy F, will add “by Park Board” after discussion; the word “should” will be replaced with “will” in the first sentence.
Gratch – Is everyone comfortable with the 60 day waiting period?
Ito – In the past, this waiting period was used to allow people time to digest information and look at the situation more objectively.
Lovering – 60 days was a reflection period, a communication period; time to let things settle.
Ito – 60 days is better than 30 days if we are going to keep a waiting period in the policy.
Hincapie – An item can also be tabled.
Reese – Will keep in the 60 day waiting period.

On motion, Ito/Pabst to recommend approval of park renaming policy as amended. 6-0, motion passed.

B. Review of the 2012-2015 Draft Strategic Plan
Hincapie presented the revised document. Will change the date on page 5.
Ito – 2.2 should read, “Identify and develop programs addressing needs from Multicultural Task Force.”
Under 3 add “Explore partnership to increase programs meeting diverse needs.” 1.4 should be more specific with the number of parks to be renovated over a certain time period; needs to be measurable.
NEW BUSINESS

A. Approval of an Ordinance Waiving the Competitive Bid Requirements and Accepting the Construction Management Proposal from Gewalt Hamilton, Inc. for Channel Runne Phase II Construction in an Amount Not to Exceed $24,000.

Hincapie explained that the money for this portion of the project is not included in the grant. The total amount was negotiated down by staff.

Lovering – Will this project interfere with the HIAS event?

Hincapie – No, the work will be taking place on the other end of Channel Runne and we have notified the engineer and construction company that they cannot access the site at the other end.

Ito – Signage needs to be clear for bikers on the path during construction.

On motion, Ito/Lovering to recommend approval of an ordinance waiving the competitive bid requirements and accepting the construction management proposal from Gewalt Hamilton, Inc. for Channel Runne Phase II construction in an amount not to exceed $24,000. 4-0, motion passed.

B. Approval of an Ordinance Waiving the Competitive Bid Requirements and Accepting the Rider for Construction Management Services from Land Design Collaborative, Inc. for Channel Runne Phase II Construction in an Amount Not to Exceed $16,000.

On motion, Ito/Lovering to recommend approval of an ordinance waiving the competitive bid requirements and accepting the rider for construction management services from Land Design Collaborative, Inc. for Channel Runne Phase II construction in an amount not to exceed $16,000. 4-0, motion passed.

C. Approval of an Ordinance Renaming Channel Runne Park to Lincolnwood Centennial Park

Gratch – Will be voting under the existing policy since the revised policy has not gone before the Village Board. Will need unanimous votes at two consecutive board meetings for the change to take effect.

Hincapie – Feedback from residents and elected officials is that no one knows the park belongs to Lincolnwood. By adding Lincolnwood to the name, this will help identify the parks as a Lincolnwood asset. The sign will be placed at Touhy/McCormick.

Trustee Swanson – It is within policy to vote tonight.

On motion, Tomacic/Lovering to recommend approval of an ordinance renaming Channel Runne Park to Lincolnwood Centennial Park. 6-0, motion passed.

DIRECTOR'S REPORT

Thanked staff for covering over her vacation and unexpected absence.

- ITEP Grants – Village Board recommended the overpass over Lincoln Avenue at the Union Pacific Railway and Phase III of Channel Runne Park for grant applications. The Village Board has shown great support for the Parks and Recreation Department projects.

- Bike Paths – We continue to move forward with both projects. A public hearing will be held at the May 8, 2012 Parks and Recreation Board Meeting. Residents around each path will receive notification of the public hearing so the board can hear feedback about the projects.

- Multicultural Task Force – Chairperson Beryl Herman has approximately six committee members. First meeting will be at 6pm on May 8, 2012.

RECREATION STAFF REPORTS

A. SUPERINTENDENT OF RECREATION – JAN SPRINGER

Constant Contact emails have been generated for the brick campaign. Participated in a webinar focused on customer service. Presenter was a former Disney employee with extensive customer service background. This is very timely with the summer season right around the corner.

B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN

Have two pool managers this summer. Attended an IRMA round table covering independent contractor agreements. Electrical engineer has been on site preparing for the field lighting project.

C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH

Spring break programs were successful despite parents registering their children late for the program. Several new field trip locations were enjoyed which will be revisited by our campers this summer.

D. COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA

As noted in report.

E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ

As noted in report.
On motion, Snyder/Ito to adjourn the meeting at 8:38 P.M.
Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation
CALL TO ORDER
The meeting was called to order at 7:35 P.M.

PRESENT AT MEETING
Park Board Members: Demerise Gratch, Gail Ito, Art Lovering, Laura Tomacic, Barbra Pabst, Barry Bass, Judy Snyder (arrived at 7:49 P.M.)
Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith
Village Board Liaison: Planned Absence
Audience: David Spector (arrived at 8:27 P.M.), 3924 W. Arthur Avenue

APPROVAL OF MINUTES
On motion Ito/Tomacic to approve the regular meeting minutes of April 11, 2012 meeting. 6-0, motion passed.

AUDIENCE PARTICIPATION
A. Thank you letter from LiPoni Foundation – Auction Donation of a Pool Pass
B. Thank you letter from Edgebrook School (distributed) – Auction Donation $100 toward four-week session for day camp.

OLD BUSINESS
A. HIAS Signage
Thurman – Working with HIAS since 2010. Committed to plant 100 trees over the next three years in Channel Runne Park. Signage will appear in Freedom Grove. Plaque is made of non-metal material. Signage will be completed prior to June 21 ceremony.
Lovering – What is the “Talmud”? Bass – Compilation of philosophy, law, teachings – not quoting a person; citing a source. Lovering – Is this used in religious services? Concerned with the source. Do we need to include “Talmud” or can we include quote without citing it? Hincapie – Don’t think removing the citing would be a problem.
Pabst – Is there a problem with the size? Hincapie – We normally do something flat in the ground but the size of this donation may warrant this size of signage.
Thurman – Will also have one slightly raised plaque for donors contributing $25K or more.
Hincapie – Signs will all be in beds which are low maintenance areas for upkeep.

On motion, Ito/Tomacic move to approve HIAS signage as amended (citing of Talmud removed) for tree donation areas as presented by staff. 7-0, motion passed.

B. Renaming of Channel Runne Park
Hincapie – Discussion has ensued for a number of months regarding the renaming of Channel Runne Park. It was formally proposed at April Park Board meeting to rename the park “Lincolnwood Centennial Park.” Prior to the May meeting Hincapie received input from the Mayor and some members of the Village Board.

- It was suggested that the word “Freedom” be added to the name of the park
- It was questioned as to whether “Lincolnwood Centennial Park” was really the best name for the park.
- Hincapie has suggested to the Mayor the possibility of adding a subtitle to the sign that designates the park as the site of the HIAS tree donations, something to the effect of “Site of the HIAS Freedom Grove

Bass – Including Lincolnwood in the park name makes it recognizable/identifiable. No one knows it’s Lincolnwood.
Hincapie – The Mayor is very appreciative of the donation by HIAS.
Ito – Loves “Lincolnwood Centennial Park” with “The site of the HIAS Freedom Grove” at the bottom.
Snyder – Likes having Freedom Grove within the park.
Bass – Likes “Home of the HIAS Freedom Grove” added to “Lincolnwood Centennial Park”.
Lovering – This sign is at Touhy and McCormick, correct? Has the plaque been ordered? Subtitle will be HIAS information; most prominent will be the name of the park.
Hincapie – Sign has not been ordered yet. Will be discussed at May 15 COW meeting and voted on at the regular meeting of the Village Board that same evening.

On motion, Bass/Snyder to recommend an ordinance changing the name of Channel Runne Park to Lincolnwood Centennial Park. 7-0, motion passed.

On motion, Bass/Tomacic to recommend including a subtitle on the sign that designates the park as the site of the HIAS tree donations. 7-0 motion passed.

NEW BUSINESS

A. Consideration of the 2012 Summer Bus Bid Recommendation

Springer – Bids were received from Alltown Bus Service, Inc. and Illinois Central with Alltown Bus Service, Inc. submitting the lowest responsible bid. Alltown has been the summer transportation supplier for the past three years. Staff recommends Alltown Bus Service, Inc. for the 2012 summer transportation provider for services totaling less than $25,000.

On motion, Ito/Pabst to recommend a resolution to awarding a bid and authorizing the Village Manager to execute an agreement with Alltown Bus Service, Inc. to provide the 2012 summer day camp transportation services in the amount not to exceed $25,000. 7-0, motion passed.

COMMITTEE REPORTS

A. SCULPTURE UPDATE – One structure needs to be moved in Channel Runne Park (the sign sculpture). The sculptor is assisting in the move to ensure safety. Artist is unhappy with paving for the parking lot. She also was under the impression that the Village was going to purchase the sculpture. Members of the Sculpture Committee have no recollection of that being the case.

B. MULTICULTURAL TASK FORCE – First meeting – four in attendance.
   Ito – A lot of ideas shared. Task force will evolve. There is energy on the committee.
   Hincapie - Ideas generated include a soccer affiliate, women/men only swim times, translating our information in top five languages represented in Lincolnwood, information at a table at Lincolnwood Fest, multicultural opportunities at events such as Market and Music Series, Passport, etc.

DIRECTOR’S REPORT

Commend staff for their work preparing for the summer season. Camps and pool are really coming together. Stop by the Community Center to see the new curtains and stove/microwave.

Bass – Shared that Mr. Sugarman was very pleased with ease of obtaining his park permit this year. Commented that staff were friendly and helpful.

Lovering – What will the camp kids be doing at Lincolnwood Fest? Likes that a portion of the proceeds from the Hospitality Tent will go to recreation program scholarships.

Hincapie – Will have the day camp banner up with the kids on stage doing a presentation to promote the camp.

RECREATION STAFF REPORTS

A. SUPERINTENDENT OF RECREATION – JAN SPRINGER

Everyone is invited to the annual Fireman’s Luncheon from Noon-1:30PM on May 18. Day camp planning is in full swing! Katie and Melanie are doing a fantastic job preparing for a very busy summer season.

B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN

Started boring from Village Hall to the pool. Should be no problem having everything up by June 1 for lighting the field.

Snyder – Spoke to the Village Board. Unsold business passes will not be reallocated to non-resident pool passes.

Thurman – 725 individuals on the waitlist for non-resident pool passes. New showers rods and curtains have been installed. Locker room floors will be painted.

C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH

Come and take a look at the updates to the Community Center!

D. COMMUNITY OUTREACH COORDINATOR, GENELE IOCCA

Springer - Bingo will be under the tent each week at the Market and Music Series.

Hincapie - Please try to attend Pedal the Parks on May 19.

E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ

As noted in report.
UPCOMING EVENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tr>
<td>Friday, May 18</td>
<td>Annual Fireman’s Luncheon (Seniors)</td>
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<tr>
<td>Saturday, May 19</td>
<td>Pedal the Parks</td>
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<tr>
<td>Monday, May 28</td>
<td>Memorial Day Parade and Ceremony</td>
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<tr>
<td>Saturday, June 2</td>
<td>Opening of the Pool</td>
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<tr>
<td>Tuesday, June 5</td>
<td>Naturalization Ceremony and Reception</td>
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<tr>
<td>Monday, June 18</td>
<td>Camp Starts</td>
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<tr>
<td>Thursday, June 21</td>
<td>HIAS Reception</td>
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<tr>
<td>Thursday, June 21 &amp; 28</td>
<td>Market and Music Series</td>
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ADJOURNMENT

On motion, Snyder/Tomacic to adjourn the meeting at 8:38 P.M.
Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation

Parks and Recreation Board President: ____________________________

Signature ____________________________ Date ________________