Return to COTW Memo

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:30 P.M., AUGUST 20, 2013

AGENDA

I) Call to Order

II) Roll Call

III) Minutes – July 16, 2013 Committee of the Whole Meeting

IV) Regular Business

1) Discussion Concerning the Televising of Committee of the Whole Meetings (6:30 – 6:40 p.m.)

2) Discussion Concerning the Placement of Items for the "Consent Agenda" on Village Board Meeting Agendas (6:40 – 6:45 p.m.)

3) Discussion Concerning a Recommended Policy on Hoarding (6:45 – 7:05 p.m.)

4) Discussion Concerning the Lincoln/Touhy Tax Increment Financing District (7:05 – 7:15 p.m.)

5) Discussion Concerning the Posting of Restaurant Health Inspections (7:15 – 7:30 p.m.)

V) Public Comment

VI) Adjournment

DATE POSTED: August 16, 2013

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
JULY 16, 2013

DRAFT

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:02 P.M., Tuesday, July 16, 2013 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 Assistant Village Manager Douglas Petroshius the following were:
PRESENT: President Turry, Trustees Patel, Elster, Cope, Sprogis-Marohn (6:30 P.M.)
ABSENT: Trustees Leftakes, Klatzco
A quorum was not present. Also present: Timothy Wiberg, Village Manager; Charles Meyer, Assistant to the Village Manager; Charles Greenstein, Village Treasurer; Robert Merkel, Finance Director; Aaron Cook, Development Manager; Melissa Steirer, Management Analyst; Ashley Engelmann, Assistant to the Public Works Director; Manuel Castaneda, Public Works Director; Joe Mangan, Village Accountant; Paul Eisterhold, Plan Commission Chair; Steven Elrod, Village Attorney.

Approval of Minutes

The minutes of the June 18, 2013 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 Patel seconded the motion. The motion passed by voice vote, 3-0. The minutes were approved.

Regular Business

1. Status Report on the Village's Electric Aggregation Program

The item was presented by Ms. Engelmann who indicated that in 2011 the Village became one of the first suburban Chicago communities to participate in an electric aggregation program. The Village partnered with the Villages of Oak Brook and Grayslake and facilitated a bid process which eventually awarded a contract to Integrys and saved the residents and small business customers 30% on their electrical bills. The Integrys agreement expires in December and options were presented for Village Board consideration. Discussion ensued. The Village Board concurred with staff's recommendation to renew the Integrys contract under the same rate and terms until May 31, 2014 allowing the Village to jointly bid with Grayslake.

2. Discussion Concerning the Possible Expansion of the Touhy/Lincoln Tax Increment Financing District

The item was presented by Mr. Wiberg who indicated that staff was seeking broad direction from the Village Board regarding a potential expansion of the Touhy/Lincoln Tax Increment Financing (TIF) District. He stressed that no request has been made from North Capital Group (NCG), the property owners of the Purple Hotel site. The northern border of the TIF District currently ends at the north end of the Purple Hotel site. Mr. Wiberg reported that NCG had purchased the two properties to the north of their site and suggested that the Village may want to expand the TIF District to incorporate the additional two properties. Trustee Elster proposed expanding the TIF District to all include four properties to the north which would extend the TIF to the Village's Corporate Limits. Discussion ensued. Michael Firsel and Neil Stein of NCG were present and participated in the Village Board's discussion of the matter. The Village Board directed staff to engage Kane McKenna, the Village's TIF Consultant, to determine if the four properties to the north are TIF eligible. Mr. Stein said that NCG would pay for the study but would like to know the costs before proceeding. Mr. Stein

indicated that NCG does not object to expanding the TIF District. Mr. Elrod informed the Village Board that his staff would prepare a Resolution for consideration at the August 20 Village Board meeting which would confirm that NCG is paying for the study and authorizing staff to proceed.

3. Discussion Concerning the Purple Hotel Site Restoration Standards

The item was presented by Mr. Cook who indicated that the Pre-Development agreement between NCG and the Village for the Purple Hotel expired on July 1, 2013. NCG is requesting reinstatement of the agreement plus additional items. Staff is recommending that NCG be required to submit for land-use relief no later than December 1, 2013, receive land-use approval no later than July 1, 2014, and be permitted to extend site restoration waivers for the adjoining properties until July 1, 2014. Mr. Firsel reported that all asbestos had been abated from the Purple Hotel and the demolition contractor is ready to begin demolishing the building. Mr. Stein indicated that the only items which are pending are the pre-development agreement and the Illinois Department of Transportation's approval. Discussion ensued. The Village Board directed that the subcommittee of Trustees Elster and Patel convene a meeting to discuss the terms of the new pre-development agreement

4. Discussion Concerning the Design Standards for Non-Residential Structures

The item was presented by Mr. Cook. On April 16, 2013, the Village Board considered a recommendation by the Plan Commission concerning proposed changes to the Village's design standards for non-residential buildings. These design standards are commonly referred to as the Village's masonry requirements. In considering this matter at the April 16, 2013 meeting, the Village Board referred this item to the Committee on Ordinances, Rules & Buildings (CORB) for further deliberation. The Plan Commission recommendation on this matter included the following:

1. Eliminating "Masonry Only" requirement from the Lincoln Avenue Overlay District
2. Establish that the exterior walls of non-residential buildings be constructed with a minimum of 75% "high quality materials". This includes a requirement that from the ground level to the top of the first floor windows must be constructed entirely of "high quality materials"
3. Establish a list of permitted "high quality materials" which includes:

1) Brick with a minimum thickness of 2.25 inches
2) Natural stone
3) Sandstone
4) Other native stone
5) Pre-cast decorative stone
6) Glass

4. Add definitions for Brick, Decorative Concrete Block, Masonry, and Stone; and
5. Add *Exterior Insulation Finishing Systems ("EIFS")* and *metal and vinyl lap board siding* as specifically prohibited materials.

CORB considered this matter at its June 11, 2013 meeting and now seeks to have the COTW consider its recommendations on this matter. Discussion ensued. The Village Board referred CORB's recommendation to the Plan Commission for their consideration.

5. Discussion Concerning Multi-Family Housing Zoning in the Lincoln Avenue Corridor

The item was introduced by Mr. Wiberg who indicated that Trustee Cope requested the discussion of multi-family on Lincoln Avenue be discussed at the Committee of the Whole. Mr. Cook indicated that zoning for multi-family housing was the result of the Lincoln Avenue Task Force Plan and provided further background on the matter. Trustee Cope indicated his opposition to allowing the condo development on 6535 North Lincoln Avenue with concerns relating to height, traffic, and affecting other area property values. He proposed prohibiting such developments from Lincoln Avenue in the future and for the Village to place a moratorium in the immediate term. Trustee Patel suggested that the Plan Commission review the Lincoln Avenue Task Force Plan in its entirety. Mr. Cook recommended that the Comprehensive Plan be reviewed first. The Village Board concurred. The matter of reviewing the Plan and placing a moratorium on multi-family housing on Lincoln Avenue was referred to the Plan Commission

Adjournment

At 7:26 P.M. Trustee Patel moved to adjourn Committee of the Whole. Trustee Sprogis-Marohn seconded the motion. The motion was approved by voice vote, 4-0. The Committee of the Whole was adjourned.

Respectfully Submitted,

Douglas Petroshius
Assistant Village Manager

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: August 16, 2013

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

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:30 p.m.** on Tuesday evening. Dinner will be available beginning at 5:45 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items on the COTW agenda:

1) **Discussion Concerning the Televising of Committee of the Whole Meetings (6:30 – 6:40 p.m.)**

Since 2003 the Village Board had conducted COTW meetings prior to the regularly scheduled Village Board meetings. The purpose of the COTW meetings is to allow staff and the Village Board to have more informal discussions concerning policy matters and general information pertaining to the Village. No final action is ever taken at these meetings and the meeting packets for the COTW meetings are publicly distributed at the same time the Board meeting packets are distributed. In addition, these packets are placed on the Village's website on the Friday prior to the meetings. At the February 19 COTW meeting, this issue was on the agenda and after discussion the consensus of the Board was to continue the practice of not televising the meetings and have the Village Manager summarize the discussion at the COTW meeting under the Manager's Report section of that night's Board meeting. The Mayor has requested that this item appear on the agenda again for further discussion. Attached is a memorandum from the Assistant Village Manager summarizing the issue.

2) **Discussion Concerning the Placement of Items for the "Consent Agenda" on Village Board Meeting Agendas (6:40 – 6:45 p.m.)**

On every Village Board meeting agenda, there are items that appear either on the "Consent" portion or the "Regular Business" portion of the agenda. In general, consent agendas are used strictly as a means to streamline the Board meeting by having routine items considered under one motion which is voted on by the Village Board. There is no legal distinction between the two portions of the agenda and there is no material difference to how things are approved on either agenda. In general, the following informal policy governs how the Village Manager determines if an item should appear on the Consent Agenda:

A) Routine business matters, i.e. bids where the lowest bidder is being awarded the contract, renewing Agreements where there are no significant changes, and approving a policy that has been discussed by the Board at a COTW meeting.

B) Routine items appearing on the Board agenda after being unanimously recommended for approval by a recommendatory body, such as the Plan Commission.

If the agenda item does not meet either of these criteria, it will appear under the "Regular Business" portion of the agenda. The Mayor has requested this item appear on the COTW agenda for discussion.

3) **Discussion Concerning a Recommended Policy on Hoarding (6:45 – 7:05 p.m.)**

Village staff has been dealing with several cases of hoarding in the recent past. Hoarding becomes a problem if the home or dwelling unit becomes packed with garbage or miscellaneous items to the extent of either blocking paths of entrance/egress, or become a health problem. Attached is a memorandum and proposed policy from the Fire Chief which will be discussed on Tuesday evening.

4) **Discussion Concerning the Touhy/Lincoln Tax Increment Financing District (7:05 – 7:15 p.m.)**

At the last COTW meeting, the Board discussed a request from North Capital Group to consider extending the existing Lincoln/Touhy Tax Increment Financing (TIF) District to include the two properties immediately to the north of their site on Lincoln Avenue. After discussion the Board directed staff to work with our TIF consultants, Kane/McKenna, to develop a proposal for reviewing the eligibility of these properties to be included in the TIF District. Attached is a memorandum from the Community Development Director summarizing this review. North Capital Group has determined that at this time, they are not interested in paying for the studies needed to move forward with potentially expanding the TIF, so the Board may decide to let this matter drop.

5) **Discussion Concerning the Posting of Restaurant Health Inspections (7:15 – 7:30 p.m.)**

At its June 4 COTW meeting, the Board continued its discussion on the potential new requirement of having restaurants post their most recent health inspection report. At this meeting the Board requested staff to send a survey to all licensed food preparation businesses in the Village and to inquire with the Chamber of Commerce of their positions on this requirement. Attached is a memorandum from the Assistant Village Manager summarizing staff's findings. These will be discussed by staff 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: Douglas J. Petroshius, Assistant Village Manager

DATE: August 14, 2013

SUBJECT: Televising Committee of the Whole Meetings

The Village televises the Regular Meetings of the Village Board, Plan Commission, and Zoning Board of Appeals on Comcast Cable Channel 6 and AT&T U-Verse Channel 99. In addition, online access to viewing the broadcast is estimated to be available in October of 2013.

At the February 19, 2013 Committee of the Whole (CotW) meeting the Village Board discussed televising CotW meetings. After some discussion the Village Board directed staff to maintain the current practice of not televising CotW and directed the Village Manager to provide a status report of the topics that were discussed at the CotW during the Regular Meeting that follows each CotW. Since that meeting the Village Manager has consistently provided status reports at every Regular Meeting following the CotW.

Recently an inquiry was made by a member of the Village Board to revisit this matter and discuss the issues involved with adding the CotW meetings to the television lineup. To televise the CotW meetings the Village Board would need to choose one of two options. In both options, an estimated $500 of staff time will be expended per year to operate the cameras.

Option One

The first option is to change CotW to a format similar to the Regular Meetings where members of the Village Board sit at the dais. This option requires no new equipment costs since the dais is already designed for televising.

Option Two

The second option is to continue the existing format where the Village Board and staff sit at tables in a "U"-shape in the center of the Council Chambers. In order to televise the current CotW format, the Village will need to acquire the following:

- Additional wireless microphones
- Additional wireless microphone stands
- New audio system equipment to support the additional microphones
- Labor and other material costs

Staff recommends that at a minimum each Trustee utilize one microphone, staff share one microphone, and the Village President and Village Clerk share one microphone for a total of eight microphones. Staff is concerned that if fewer microphones are used the Trustees will be required to share microphones and the audio system will not capture the entire conversation at the CotW.

Use of Eight Microphones

The one-time cost to broadcast the CotW using eight microphones is $11,826. These microphones are similar to the existing dais microphones. These microphones will require two AA batteries that will have to be replaced after each use. A rechargeable battery option may be available in the summer of 2013. The audio system will be at its capacity with eight additional wireless microphones.

Use of Nine or More Microphones

The one-time cost to broadcast the CotW using the eight microphones described above, with the ability to add additional microphones, is estimated to cost $23,895. This cost includes a complete replacement of the existing wireless audio system. Staff recommends this option which will be able to accommodate future capacity needs such as adding a ninth or tenth microphone for use by participants at larger CotW workshops.

The existing wireless microphone would continue to be reserved for audience use and is not included in the above considerations.

Return to COTW Memo

LINCOLNWOOD FIRE DEPARTMENT

INTER-OFFICE MEMO

Mike Hansen
Fire Chief

To: Tim Wiberg, Village Manager

From: Mike Hansen, Fire Chief

Date: August 15, 2013

Subject: COTW- Hoarder Administrative Protocol

One of the Fire Department's budget goals for 2012/2013 was to create a "Hoarder" Task Force to develop an Administrative Protocol to coordinate the Village's response to these incidents in Lincolnwood. Over the last few years, staff has become more aware of residents whose homes have become littered with excessive garbage and other belongings to the point that the occupants could not exit their homes in an emergency or first responders could not enter the homes safely while responding to a medical emergency. Staff has also seen an increase in complaints from residents that live near these homes.

Over the years Geri Silic, the Villages part-time Social Worker and I handled most of the cases. We were effective in mitigating the mess in these homes and working with the owners in reaching compliance with Village Codes. Each case brought another set of issues to be addressed and the Village didn't have a policy on how the Village staff should respond to these types of incidences. After some research, staff determined that a Hoarder Task Force needed to be developed. The focus of the Task Force was:

- Gain a better understanding of "Hoarding" and how it can be best managed
- To prevent the serious consequences of "Hoarding" like:
  - Evictions
  - Home condemnations
  - Structural damage
  - Infestations
  - Slips & falls from excess clutter
  - Fire hazards
  - Social isolation
  - Lack of access to healthy food preparation, bathing, sanitation and in-home services
- Develop and maximize Village resources
- Develop innovative and human interventions
- Educate the public and Village Staff

The Task Force met over several months and developed a draft Administrative Protocol. This

protocol was vetted by individual Department Heads with revisions after every meeting. The Village Attorneys were well versed on this topic and provided guidance to staff during this process and we thank them.

We are requesting time with the Board at the Committee of the Whole on August 20, 2013 to discuss this protocol before your approval. We will present this protocol to the Department Heads at a future staff meeting.

A copy of the Administrative Protocol is attached.

Approved by: Timothy C. Wiberg, Village Manager

	Administrative Protocol **Hazardous Home Site**	**Effective Date:** **Revision Date:**

I. INTRODUCTION

Similar to many communities in the Chicagoland area, the Village of Lincolnwood has an aging population and other residents with chronic mental illness. Many of these residents may no longer be able to care for themselves or their homes, which may cause blighting conditions to the community. The Hazardous Home Site Manual has been developed to assist staff to identify, abate, and monitor these types of conditions.

A hazardous home has been defined as any home that professional assessment personnel find to contain any one or more of the following:

- Excessive accumulation of putrescible (rotting, foul) garbage
- Severe pest infestation
- Excessive human / animal waste
- Inoperable / inaccessible bathroom facilities
- Inoperable / inaccessible kitchen facilities
- No potable water for drinking or sanitary purposes
- No working furnace or heating system
- Existing sewage backup / water damage
- Excessive number of animals

These standards have been developed so that Village staff can easily identify and abate any hazardous home site within Lincolnwood without infringing upon the personal rights of any resident. These standards also ensure that the community as a whole will not be adversely impacted by the presence of a hazardous home site; and therefore focused mainly on abatement of the code violations and physical problems that caused the home to be deemed hazardous.

To simplify the process for first responders and assessment personnel, staff has developed the following manual which provides an explanation of the processes and procedures to abate hazardous home sites. The following tools have also been provided as appendixes:

- Hazardous Home Site Flow Chart (Appendix A)
- Telephone Contact List When a Hazardous Home Site is Discovered (Appendix B)
- Hazardous Home Site Referral Form – First Responder (Appendix C)
- Hazardous Home Site Task Force Team (Appendix D)
- Hazardous Home Emergency Cleaning Resources (Appendix E)

II. HAZARDOUS HOME SITE PERSONNEL

The following is an explanation of the process for Village of Lincolnwood personnel that respond, assess, and assist staff in complicated cases.

A. First Responders: Police, Fire, and Public Works personnel who respond to an emergency and are first to arrive at the scene; and observe potentially hazardous.

B. Assessment Personnel: Code Enforcement, Building Inspection, Fire Inspection, or Police Social Services personnel who respond to a complaint or may be contacted by a First Responder to further evaluate and continue to follow-up on the conditions of the occupant and the hazardous home site.

C. Hazardous Home Site Task Force Team: Community Development, Police, Fire, Public Works and Administration personnel as defined in Appendix D to assist Assessment Personnel in more complicated cases.

III. HAZARDOUS HOME SITE FLOW CHART (APPENDIX A)

The Hazardous Home Site Flow Chart was developed to give first responders and other abatement personnel direction, if or when they discover a home to be of a hazardous nature. First responders are typically defined as emergency responders, such as police officers, firefighters, or paramedics; however, first responders may also be those who are following up on a complaint or other non-emergency event, such as code enforcement, building, public works, and fire prevention inspectors. This flow chart is by no means exhaustive, however, it is meant to offer some insight as to what a first responder should look for, and who they should call if they discover a problem.

It is important to note the difference between emergency and non-emergency responders. Emergency responders are not required to get consent to enter a residence, where non-emergency personnel must. As noted, if non-emergency personnel are denied access they should be sure to make observations relevant to the problem case, and forward those findings to the Hazardous Home Site Task Force for review. This information can be used to obtain the appropriate administrative court orders if further investigation deems it necessary.

A. First Responders Initial Visual Inspection:

For those emergency and non-emergency personnel who obtained permission to enter the home, it is important that they read and understand the first major block on the flow chart. The first major block refers to the first responder conducting a visual inspection of the premises. Please note if the first responder is a Paramedic or Firefighter and hazardous conditions are observed, they should immediately call the Fire Battalion Chief to document the violations, since the Paramedic may need to transport the occupant to the hospital.

Upon entering a home, personnel may be faced with certain things that may prompt them to determine that the home might be hazardous. This section details some of those possible issues. All are considered equally serious, though some must be dealt with immediately, such as the lack of potable water or heat. The following is a list of the principal concerns:

- Excessive accumulation of rotting garbage
- Excessive human/animal waste
- Severe pest infestation
- Inoperable/inaccessible bathroom facilities
- Inoperable/inaccessible kitchen facilities
- No potable water for drinking or sanitary purposes
- No working furnace or heating system

- Existing sewage backup / water damage
- Excessive number of animals

B. Documentation of All Findings:
When the above violations are observed, the Hazardous Home Site Referral form (Appendix C) must be filled out completely, with all applicable boxes checked. If additional written explanation is needed, the first responder may document their findings in the narrative section and/or on department-specific report forms. It is vital that proper documentation is obtained in the event legal action may need to be taken at a later date. It is imperative that photos of the violations be taken by the first responder. The Hazardous Home Site Referral form should be completed in its entirety and forwarded to the Hazardous Home Site Task Force and Community Development Department, along with any other supporting documents, incident/case reports, photos, etc.

C. Contact Assessment Personnel:
If the home meets any of the criteria designated as hazardous, as specified by the Hazardous Home Site Flow Chart (Appendix A) and the Hazardous Home Site Referral Form (Appendix C), immediately contact and report the conditions to your Department's Supervisor, who will contact the Assessment Personnel by using the Telephone Contact List for Hazardous Home Site (Appendix B). Telephone Contact Lists are available in all departments in the Village.

Access to the home by Assessment Personnel may not be granted once the first responder has left the premises. If practical, and in accordance with established policy and procedure, the first responder must attempt to stay on the scene until Assessment Personnel arrive. Once Assessment Personnel arrive, the first responder has essentially completed his/her duties on the case. If the first responder cannot remain on scene, their observations must be documented completely on a referral form and forwarded to the Assessment Personnel. Further contact may be necessary between the first responder and the Hazardous Home Site Task Force as needed.

D. Assessment Personnel Contact Others as Necessary:
The Assessment Personnel who does the assessment of the occupants and premises are also members of the Hazardous Home Site Task Force. These personnel will immediately convene, assess the conditions found, and develop a plan of action. If the occupant wants to continue living in the home, water, sewage, electric, and gas need to be operable. Since each case is different pertaining to the health and well-being of the occupant and the sanitary condition of the premises, this Administrative Protocol has been developed.

E. Abatement Process:
Based upon the violations found, the severity of the hazards, and the cost of cleaning and repairs, the Village may work with the occupant and get the property in compliance in phases. As a very last resort, the Village could contract a private firm to do the necessary cleaning and bill the individual as necessary to recoup the funds that were put forth for the cleaning process. If necessary, a lien can be placed on the property to recoup Village costs.

Progress of cleaning and/or repairing the home site should be documented. If no progress has been made by the occupant within 14 days, the Code Enforcement Officer will give notice to the occupant informing them of the need to complete the necessary site cleaning and repairs to code violations. The notice will include a compliance date of an additional 14 days. Should compliance not be achieved and/or any progress made, citations may be issued and scheduled for court, if necessary.

If necessary, the Code Enforcement Officer will meet with the Village Attorney to discuss legal action in the form of an administrative search warrant or a long form complaint once all investigations have been completed. These documents would be filed by the Village Attorney on behalf of the Village in such cases where the homeowner is uncooperative in bringing a severe hazardous home into compliance or in such cases where the Code Enforcement Officer has declared a home unfit for human habitability.

Dependent upon whether the individual homeowner or members of their family refuse or agree to cooperate with the Village's action plan, two separate plans of action may be taken. In either case, the Code Enforcement Officer will oversee cleaning, and will provide updates to the Hazardous Home Site Task Force.

a. *If the Individual Cooperates:* In the instance that the individual chooses to cooperate with the cleaning requirements set forth by the Hazardous Home Site Task Force, the Task Force will monitor the progress during the cleaning period. Inspections may be conducted every two weeks initially for two months. If substantial progress continues to be achieved, follow up inspections may be done on a monthly basis. After the property is cleaned, the Task Force will continue to monitor the property for six months. Once the case is closed, the Code Enforcement Officer may continue to monitor the site as needed.

b. *If the Individual Does Not Cooperate:* If the individual and/or their family do not cooperate with the Village's requirements, the Task Force, working with the Village Attorney may file a long form complaint with the circuit court to obtain a court order that the property be abated immediately. Also, the Village will have the option to post the home as uninhabitable. At this point, if the individual is still unwilling to proceed with hazard abatement, the Village may obtain a Secure and Exclude Court Order allowing the Village to remove the person from the home and contract with a firm to clean the property and bill the homeowner. Should the person fail to repay, the Village will place a lien on the property. After the property is cleaned, the Task Force will institute an inspection process that will follow up for a period of 12 months, as directed by an agreement between the individual and the Village of Lincolnwood.

F. Follow-up:

After the violations noted have been satisfactorily abated and the home is approved for occupancy, a six month follow-up program will begin. Once per month, the Code Enforcement Officer will conduct a planned visit of the home. This is to ensure that the occupants maintain the interior of the home, as well as the exterior of the premises. If at the

end of the six month period the occupant has maintained the property, the case will be closed. If the hazardous home site was required to be cleaned by a court order, the Village will request the judge to order 12 months of supervision, requiring an inspection be done once per month. If at the end of the 12 month follow-up period, the home has been maintained, the Village will close the case.

IV. TELEPHONE CONTACT LIST FOR HAZARDOUS HOME SITE (APPENDIX B)

In conjunction with the flow chart, the committee developed a Telephone Contact List that first responders will be able to utilize when they find a hazardous home. This list delineates the appropriate people to contact during normal business hours as well as during the night and weekend.

V. HAZARDOUS HOME SITE REFERRAL FORM (APPENDIX C)

The Hazardous Home Site Referral Form will be available to all front-line, first responder personnel such as Police, Public Works, Fire, and Paramedics. The form provides an opportunity for early documentation of the problems they encounter. The referral form is self-explanatory and provides a guide by which staff can effectively begin the hazard abatement process. Additional forms will be provided to the first responder by their supervisors, and be available in the field.

VI. HAZARDOUS HOME SITE TASK FORCE TEAM (APPENDIX D)

As an important aspect to the overall success of the Hazardous Home Site Program, a Task Force Team was developed to help maintain an already positive working relationship of cooperation and communication between departments. Monthly meetings will be established for the entire Task Force to meet to discuss the status and overall accomplishments of the program, whether any improvements need to be made to the program, and to review the Hazardous Home Site Manual and Appendixes as deemed necessary.

VII. TRAINING

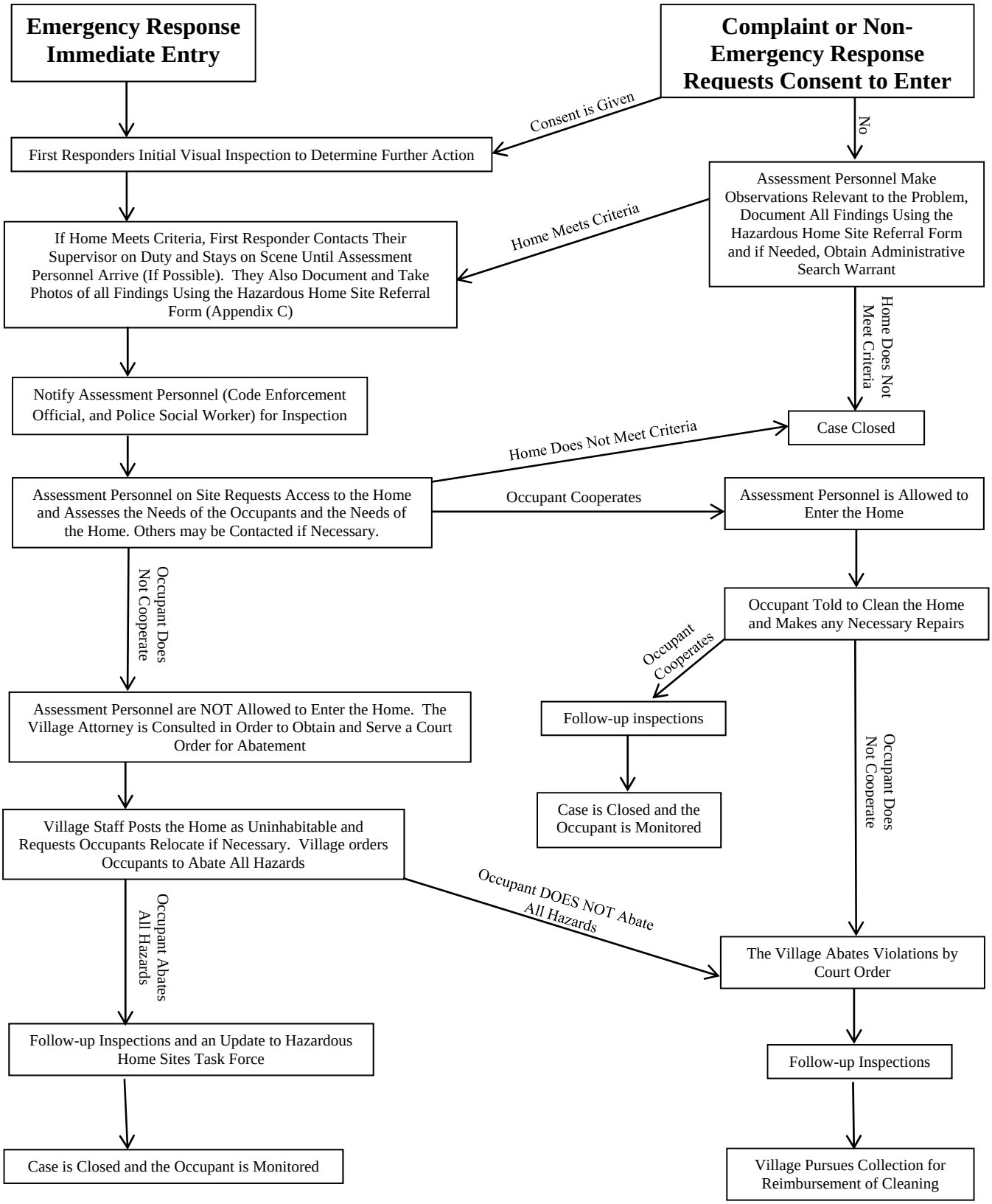
Periodic training is necessary for the first responders in the Police, Fire, and Public Works Departments. They will need to be able to recognize problems that may alert them to inform the assessment personnel of a potential hazardous home. During monthly meetings with the entire Hazardous Homes Task Force, the status of training may be discussed. Training includes reviewing the entire manual and appendixes.

VIII. CONCLUSION

The work of the Hazardous Home Sites Task Force has established a comprehensive program for identifying and resolving cases of hazardous homes within Lincolnwood. While no program will be capable of identifying and resolving every hazardous home issue, this program will offer Village staff direction and aid in the abatement process. By working as a team, the abatement of hazardous homes will be more efficient, effective, and will highlight the Village's commitment to maintain a safe and healthful living environment for its residents.

Appendix A

Hazardous Home Site Flow Chart



Appendix D

Telephone Contact List
When a Hazardous Home Site is Discovered

Police Watch Commander via Dispatch
(847) 673-2167

Geri Silic
Social Worker
(847) 376-0604

Code Enforcement Officer
Jim Bakutis
(224) 935-6105

Fire Battalion Chief (or Designee)
(847) 489-5882

Mike Hansen
Fire Chief
(847) 514-6436

Tim Clarke
Director of Community Development
(847) 745-4710

Tom Hatzold
Building Inspector
(630) 835-7432
Monday/Wednesday/Friday from 9:00 am – 12:00 pm

TPI Building Inspection Services
(630) 664-3559
EMERGENCY, NON-BUSINESS HOURS ONLY

Appendix C

VILLAGE OF LINCOLNWOOD
HAZARDOUS HOME SITE REFERRAL FORM

6900 North Lincoln Avenue
Lincolnwood, IL 60712

Initial Information *(please fill out completely and accurately)*

Reason for contact: ☐ Emergency Response ☐ Complaint

Date: _____ Time: _____ ☐ House ☐ Apartment ☐ Condo/Townhouse

Name of Occupant: _____ ☐ Rent ☐ Own

Address: _____ Phone Number: _____

Other Contact/Family Member: _____Phone Number: _____

Landlord Name: _____Phone Number: _____

☐ Inside Observation ☐ Outside Observation (if access to inside was denied by occupant)

Observations – Did you notice any of the following?

☐ Excessive accumulation of garbage IMPC 307.1
☐ Severe pest infestation IMPC 308.1
☐ Excessive human/animal waste IMPC 305.3
☐ Inoperable/inaccessible bathroom facilities IMPC 504.1
☐ Inoperable/inaccessible kitchen facilities IMPC 504.1
☐ No water for drinking or sanitary purposes IMPC 502.1
☐ No working furnace or heating system IMPC 602.2
☐ Existing sewage backup/water damage IMPC 305.3
☐ Excessive number of animals MC 11-3-13
☐ Other (please specify):_____

If home meets any of these conditions, contact the Task Force Team so the proper personnel can respond to the site for investigation.

Document detailed observations on this form and take as many photographs as possible.
Photos Attached? ☐ Yes ☐ No

Refer this form and all other documentation (LPD Incident/Case Report, photographs, etc.) to the attention of the Hazardous Home Site Task Force Team.

Name of individual filing this report: _____

Department: _____ Phone Number: _____
Narrative: (please provide a detailed description of hazardous conditions)

Appendix C

Appendix D

Hazardous Home Site Task Force Team

The purpose of creating a Hazardous Home Site Task Force Team is to continue to maintain strong communication and cooperation amongst the various departments within the Village of Lincolnwood. The Task Force will meet periodically to discuss general status of cases, and to determine if any improvements need to be made to the program. Departments and Members:

Community Development
Tim Clarke
Director of Community Development
(847) 745-4710

Fire Department
Mike Hansen
Fire Chief
(847) 514-6436

Police Department
Geri Silic
Social Worker
(847) 376-0604

Public Works Department
Ashley Engelmann
Assistant to the Public Works Director
(847) 745-4859

Village Manager's Office
Management Analyst
(847) 745-4716

Village Attorney
Holland and Knight
Hart Passman and Stewart Weiss
(312) 578-6634

Appendix E

Hazardous Home Emergency Cleaning Resources

1-800-Junk-relief
www.1-800-junk-relief.com
(630) 776-7697

A to Z Organizing Service
http://azorganizing.com/Home.html
(773) 202-9297

Chaos To Order
http://www.chaostoorder.com/blog/
(847) 825-8400

Hoarder Cleanouts
www.hoardercleanouts.com
(847) 338-0588

J.C Restoration Incorporated
http://www.jcrestoration.com/
(800) 956-8844

Paul Davis Restoration
http://pdrestorationnaperville.com/
(630) 778-7285

Perfection Cleaning and Restoration
http://perfectioncleaningservice.com
(847) 564-1300

Restoration Techs
www.restorationtechs.com
(630) 761-4900

ServePro
www.servepro.com
(847) 516-1600

Stuff Busters
www.stuffbusters.com
(708) 828-6652

This list is provided as a service and for informational purposes only. The referred list is in no way an endorsement or guarantee of service or quality of workmanship.

Return to COTW Memo

Memorandum

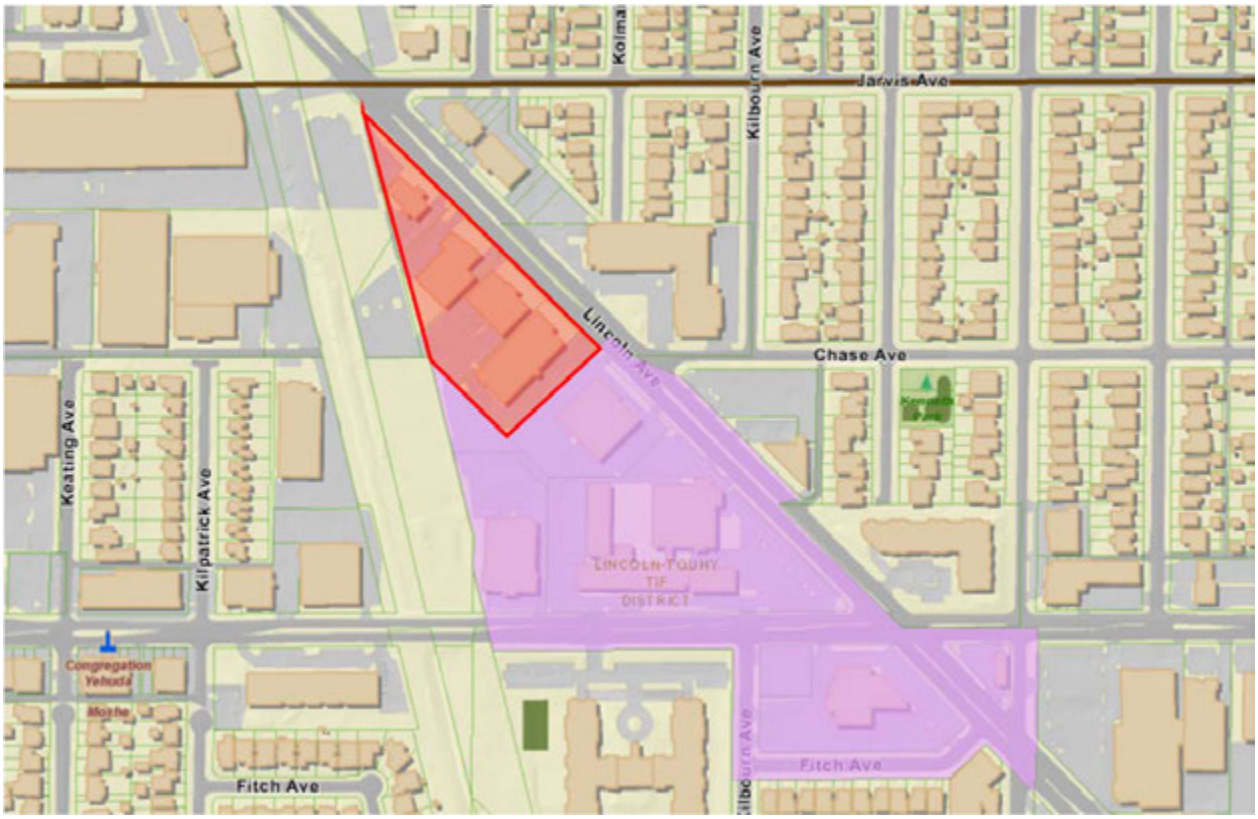
To: Timothy C. Wiberg
Village Manager

From: Timothy M. Clarke, AICP
Community Development Director

Date: August 15, 2013

Subject: Boundary Amendment: Lincoln-Touhy TIF District

Discussion recently occurred concerning the possibility of modifying the existing boundary of the Lincoln-Touhy Tax Increment Finance (TIF) District, in order to include four business properties located along the southwest side of Lincoln Avenue, northward of the present TIF boundary, to the municipal boundary with Skokie. Below, shaded in red, is this possible amended area (existing TIF shown in purple) which was discussed.



Based on this discussion, Kane McKenna and Associates (KMA) was contacted to ascertain the cost of assisting the Village with amending the boundary as contemplated. Procedurally, an amendment expanding a TIF boundary generally requires the same steps as establishing an original TIF District and requires the convening of the intergovernmental Joint Review Board (JRB).

To assist the Village in modifying the TIF boundary as contemplated and based on several assumptions including number of meetings, KMA has estimated this cost of up to $13,000. Attached is this proposal.

On this matter, staff also requested that KMA perform a windshield survey and preliminary investigation as to whether the amended area would qualify for TIF designation. Based on this windshield survey and based on preliminary review of some data, KMA advised staff that they believe the area would meet minimum qualifications, under the Conservation Area criteria, for TIF Designation. KMA performed this windshield survey and preliminary analysis at no cost to the Village.

Previously, North Capital Group (NCG) was asked if they would be willing to reimburse the Village for KMA costs associated with expanding the TIF boundary. NCG responded that that they would consider this, subject to ascertaining the cost. The KMA proposal was therefore shared with NCG.

After review, NCG responded that at this time they do not have an interest in incurring this cost to expend the TIF boundary.

Attachment

1. KMA Proposal

Kane, McKenna
and Associates, Inc.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

T 312 . 444 . 1702
F 312 . 444 . 9052

July 31, 2013

Mr. Timothy M. Clarke, AICP
Village of Lincolnwood
6400 North Lincoln Avenue
Lincolnwood, Illinois 60712

Re: Village of Lincolnwood Proposed Lincoln-Touhy TIF Amendments (North Lincoln Avenue)

Dear Mr. Clark:

Pursuant to our recent discussions with Village staff, Kane, McKenna and Associates, Inc. ("KMA") is prepared to assist the Village of Lincolnwood, Illinois (the "Village") in reference to tax increment financing programs pertaining to the amendment of the Village's existing Lincoln-Touhy TIF district ("TIF") and including four (4) buildings and tax parcels located north of the existing boundaries along Lincoln Avenue.

Kane, McKenna and Associates, Inc. will provide the following services to the Village as necessary, and only for areas specifically identified by the Village.

PHASE I - PRELIMINARY REVIEW OF POTENTIAL QUALIFICATION FACTORS AND ECONOMICS OF THE PROPOSED AMENDED TIF

1) Review the characteristics of the amendments to the TIF in order to evaluate new properties and assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.

2) Review the current EAV of the amended properties and existing TIF properties in relation to potential redevelopment identified through Village plans and goals.

3) Assist the Village in meeting with affected taxing districts concerning the proposed TIF amendment.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606
T 312 . 444 . 1702
F 312 . 444 . 9052

4) Assist the Village to prepare a preliminary "TIF eligibility analysis".

At a minimum, the analysis would include the following:

a. Review areas for land use and conditions and summarize results.

b. Evaluate preliminary TIF District amendments.

c. Prepare a survey analysis and identify necessary documentation to back up findings, pursuant to any potential designation.

d. Review and discuss potential applicability of other economic development programs, State, Federal or local.

e. Identify if a Housing Impact Study is needed.

5) Prepare additional information for Village staff with respect to the following:

a. Revised TIF Budget.

b. Prepare analysis of TIF funds usage and projections based upon various assumptions.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

T 312 . 444 . 1702
F 312 . 444 . 9052

PHASE II - COMPLETE AMENDMENTS TO REDEVELOPMENT PLAN AND PROJECT

If the Village decides to move forward, KMA would, prepare the appropriate amendments to the redevelopment plan for the proposed area(s) which would include:

1) A statement of redevelopment goals and objectives.

2) Examination of TIF or other program qualification factors and presentation of rationale for basis under which the TIF District or other program is to be justified under State law.

3) A statement of eligible redevelopment activities may be implemented under the Plan.

4) Presentation of estimated costs for proposed redevelopment projects contemplated for implementation under the Plan.

5) A detailed discussion of impediments to the successful redevelopment of the amended area, and the measures the Village could undertake to eliminate such barriers so to promote economic revitalization to the said area.

6) Assist the Village by participating in required public hearings and Joint Review Board meetings, including: a) helping to insure preparation and execution of proper notification as required for all meetings; and b) providing any and all necessary support.

7) Assist the Village in participating in meetings with all interested and affected parties, including property owners, and overlapping tax jurisdictions. KMA will help Village to follow the procedures for such gatherings as required by State law.

8) Work with the Village's counsel to meet all the requirements of Illinois law so to insure proper amendment of the TIF District.

9) Assist Village's counsel in preparation of the appropriate Ordinances required for adoption of the redevelopment plans and Proposed Projects by the Village to legally amend the TIF District.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

T 312 . 444 . 1702
F 312 . 444 . 9052

10) Assist the Village to establish and maintain complete documentation files to assure proper support of eligibility findings in order to support legal standing for establishment of the TIF District.

11) Assist Village to prepare and attend Public meetings as required by the TIF Act.

COMPENSATION FOR SERVICES

For Phases I - II, the Village shall be billed monthly for services at the following rates per hour:

Personnel	Hourly Rates
President	$200.00/Hour
Executive Vice President	$175.00/Hour
Officers	$150.00/Hour
Associates	$100.00/Hour
Research	$ 60.00/Hour
Administrative	$ 25.00/Hour

Hourly billings associated with Phase I are estimated to be in the range of $3,000 to $4,000. Phase II billings are estimated to be in the range of $9,000 to $10,000. The estimate is based on the assumption that Village staff will undertake preparation of 750 foot notices, taxpayer and taxing district notices. The estimates would be revised depending upon the number of meetings required by the Village or the amount of Joint Review Board meetings, including requests for additional information from the taxing districts. Note: the estimates do not include any out of pocket expenses associated with legal/newspaper publication, preparation of the legal description, certified mailings and large scale copying jobs associated with the mailings.

Village shall have the right to cancel this Contract at any time upon three (3) business days notice.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

T 312 . 444 . 1702
F 312 . 444 . 9052

Please indicate Village's acceptance of this Agreement by executing the original and copy, and by returning the original to us. We look forward to working with you on this assignment.

Sincerely,

Robert Rychlicki
Executive Vice President

AGREED TO:

Robert Rychlicki, Executive Vice President
Kane, McKenna and Associates, Inc.

7/31/13
Date

Village of Lincolnwood

Date

MEMORANDUM

TO: Timothy Wiberg, Village Manager

FROM: Douglas Petroshius, Assistant Village Manager

DATE: August 14, 2013

SUBJECT: Online & Onsite Availability of Sanitary Inspection Scores

On a semi-annual basis the Village inspects its 73 restaurants and food establishments in order to ensure food is prepared in a healthy manner. Each inspection is performed by a Cook County Health Inspector who develops a report which is provided to the food establishment and archived at Village Hall. Recently, staff discovered that some municipalities proactively provide health inspection data to the public in order to provide consumers with additional information about where they dine and to increase compliance with health regulations. This information is made available either on the municipality's website or displayed in a noticeable area at the food establishment.

Current Health Inspection Scoring System
The Village contracts with the Cook County Department of Public Health to perform health inspections on each food establishment two times per year. An inspection form is generated at the end of the inspection. This inspection form totals the number of violations made. The total weighted number of violations is subtracted from 100 for a rating score.

In years past the Village has increased the threshold for passing a restaurant health inspection to a level greater than what is required by Cook County. The following is the Village's scoring system:

- 100 - 80 points = Pass and continue operations
- 79 - 61 = Failed inspection notice and re-inspection required within two weeks
- 60 or less = Immediate closure

EDC Input
Although there are no major challenges facing the Village's health inspection program, staff sought direction from the Village Board at its April 2, 2013 Committee of the Whole (CotW) meeting to determine if the Village should post health inspection information online or onsite. At

that meeting no decision was made and the matter was deferred to the Economic Development Commission (EDC) for input. The EDC considered this matter at their May 22, 2013 meeting. In their deliberations the EDC concluded that posting health inspection scores onsite would be beneficial to the Village as it would help the community retain high-performing food establishments. However, the EDC indicated that since the public is not familiar with the Village's scoring system, onsite posting of health inspection scores would not be an effective means of communicating whether a food establishment received a good score.

Instead the EDC recommended by a vote of 5-0 the posting of health inspection grade cards onsite in the form of the following letter grade system:

- A - 90 – 100
- B - 80 – 89
- C - 61 – 79 (Re-inspection Required)

The EDC determined that no letter grade was required for receiving an inspection score of 60 or less since per Village Ordinance such a score results in immediate closure of the food establishment and a notice is affixed to all public entrances of the food establishment. Attached is a draft grade card staff developed based on the EDC's recommendation.

Two members of the public attended the EDC meeting. Trustee Klatzco attended as the proprietor of Bunny Hutch, a food establishment in the Village. Trustee Klatzco indicated no opposition to the posting of health inspection scores onsite but did raise concerns with how the inspections were performed.

Also in attendance was Mary Wilkie, Director of Education for the Illinois Restaurant Association. Ms. Wilkie did not object to the posting of health inspection results onsite but preferred that the information be represented in a "Pass/Fail" method.

Village Board Direction
At the June 4, 2013 CotW meeting the Village Board considered this matter and the recommendation by the EDC. There was consensus among the Village Board that more information was needed. Therefore staff was directed to survey the food establishments on whether they support or oppose the concept of making sanitary inspection scores available onsite for the public to view. The Village Board also requested that the Lincolnwood Chamber of Commerce be contacted for input.

Survey Results
Staff issued a survey to all 73 food establishments on June 26 with a due date of August 1. The Village received 19 responses for a total response rate of 26%. The results are as follows:

- Oppose – 16 (84%)
- Support – 2 (11%)
- Indifferent – 1 (5%)

Comments in support:

- "I have no problem- whatever it takes to make customers happy. But I don't think customers have time to be reading more signs."

Comments in opposition:

- "Too hard on small businesses. People might not understand small violations and blow it out of proportion."
- "Opposition is how the rating will be displayed. Will it be the report or just a number?"
- "A one day inspection is not a whole picture of the store."
- "Too much clutter for the windows. How about an app for cell phones instead."
- "There are already safe guard and inspections by the state. It will cost extra money, extra work, do you have it?"
- "Ratings could be understood wrong and taken out of context."
- "Keep current system of inspection and grading. Why you keep picking on restaurants?"
- "Customers still get angry about higher sales tax for eating in Lincolnwood."
- "It's bad for business reputation. They lose business and city will lose tax income."

Chamber of Commerce
This matter will be discussed at the August 15, 2013 Chamber of Commerce meeting. Executive Director Boland will be present at the August 20 CotW to provide the Chamber of Commerce's input.

Options
The Village has the following options:

1. Maintain the status quo of making health inspections available only through a FOIA request
2. Publish inspection scores on the Village's website
3. Publish inspection scores on the site of the food establishment
4. Accept the recommendation of the EDC and publish letter grades on the site of the food establishment

Please contact me if you have any questions.

Enclosures: Conceptual Draft Sanitary Inspection Grade Posting
Posting Health Inspection Reports Memo – March 26, 2013
Palatine Research Results – April 22, 2013

A	90 – 100
B	80 – 89
C	61 – 79 (Re-inspection Required)

DRAFT

SANITARY INSPECTION GRADE

On its most recent food-safety inspection this establishment received a grade of:



RE-INSPECTION REQUIRED? _____ **YES** _____ **NO**

FOOD ESTABLISHMENT NAME: _____

DATE ISSUED: _____ **INSPECTOR'S NAME:** _____

For additional information or a copy of an inspection report call (847) 745-4717 or visit www.lincolnwoodil.org.

MEMORANDUM

To: Douglas Petroshius, Assistant Village Manager

From: Andrea Litzhoff, Community Development Intern

Date: March 26, 2013

Re: Posting Health Inspection Reports

Current Restaurant Health Inspection Procedures

The Village of Lincolnwood contracts with the Cook County Department of Public Health to perform health inspections on Lincolnwood food establishments twice a year. A Public Health Inspector inspects food establishments once every six months. An inspection form is generated at the end of the inspection. This inspection form totals the number of violations made. The total weighted number of violations is subtracted from 100 for a rating score.

Violations can be very serious such as vermin infestation to less serious infractions including failure to provide lockers for employees. The table below defines the violation type and required action:

Violation	Action
1,2, or 3 point violation	Correct violation ASAP
4 or 5 point violation	Correction violation in 10 days
60 or less total inspection score	Restaurant closes and takes corrective action within 48 hours
Two consecutive scores of 79 or less	Restaurant closes and takes corrective action within 48 hours
Score of 79 or less	Owner must correct violations; Reinspection required

Health inspection forms are public information, but food establishment owners are not required to make them public on site. Citizens can request health inspection reports of a food establishment by submitting a FOIA request. Often times, business owners or parent companies of restaurants will request health inspection reports, but very rarely do citizens request health inspection reports.

Grade Cards in the United States

A grade card is a document or poster for public view that relays a food establishment's health inspection rating or ranking. A grade card conveys the hygiene of the establishment to the public. According to the National Environmental Health Association, posting health inspection grade cards has been most commonly implemented at the county or city level. Health inspection grade cards are posted on site to enhance the transparency of restaurant and eating establishment hygiene levels.

Public Health Benefits of Posting Health Inspection Grade Cards

Research has linked positive public health outcomes to posting inspection grade cards in restaurants. Los Angeles County started requiring the posting of health inspection scores publicly in 1998. A study by the published by the National Environmental Health Association titled *Impact of Restaurant Hygiene Grade Cards on Foodborne-Disease Hospitalization in Los Angeles County* (Simon et al. 2005) linked a 13.1% decrease in the number of foodborne illnesses sustained over two years. The results were a positive intervention for reducing foodborne diseases linked to the posting of grade cards.

Another study on Los Angeles County, *The Effect of Information on Product Quality: Evidence from Restaurant Hygiene Grade Cards* by Jin and Leslie (2003), determined that in Los Angeles County the posting of health inspections caused

- restaurant health inspection scores to increase;
- consumer demand to become sensitive to changes in restaurants' hygiene quality;
- and the number of foodborne illness hospitalizations to decrease.

Jin and Leslie's results found that posting health inspection grade cards caused restaurants to make hygiene quality improvements. In addition, health inspection grade cards magnify economic incentives for good-quality hygiene because customers become sensitive to scores. In this study, Jin and Leslie found 5.7% revenue gains for restaurants that received and publicized A scores. There was also a slight increase for restaurants that received B scores. Economically, the grade cards may create a demand for good-hygiene restaurants.

Chicago, Illinois

The City of Chicago posts their health inspections online through the City of Chicago data portal. The restaurants' health inspection reports are ranked by risk factor. Establishments are categorized to their risk of adversely affecting the public's health. The frequency of inspection is tied to this risk. **Risk 1** establishments are considered to be **high-risk** and have complex menus with more risky food handling practices, whereas, **Risk 3** establishments are considered to be **low-risk** and have food that may be packaged in a commercially inspected facility or are nonperishable. Restaurants can "Pass", "Pass w/ condition" or "Fail" an inspection. This information is reported on the data portal (City of Chicago Food Inspections Data Portal).

Palatine, Illinois
Palatine has been requiring food establishments to post their scores for years. According to the Palatine Village Code (11-18-B),

> "The food dealer's current inspection score posting including the last three routine inspection scores and the dates of inspection must be displayed in a prominent location and within a reasonable proximity of the establishment's front entrance on a form provided by the Division of Environmental Health."

Palatine posts on site the most current health inspection score. Their online posting and posting form is attached. This model has been successful for Palatine. Palatine officials stated that the only people unhappy with the postings are restaurants owners who receive low scores that require reinspections. In Palatine, if a restaurant needs a reinspection, the reinspection score does not change the original score that must be posted. In effect, the original score even if it is low must stay posted. Restaurant owners do not like this policy, because after they have corrected the violations, they would like to have a new score posted reflecting the corrected violations.

Palatine officials stated that it is their opinion that the required health inspection postings are not a barrier for attracting new economic development and food establishments.

Champaign-Urbana Public Health District
Public health officials have been studying for almost three years the best way publicize restaurant health inspection results. In September, the Champaign-Urbana Public Health District started posting online the health status of restaurants online. Health status clusters restaurants of certain scores into a group. Depending on the score generated from the health inspection, a restaurant's health status is either classified as "good standing" or "reinspection required". By grouping restaurants into a health status category, specific scores are not available for public view. Champaign-Urbana publishes an online report displaying a restaurants health status.

Considerations
Below are considerations for making food establishment health inspection reports available to the public:

1. Require food establishments to post health inspection scores on site
2. Post most current health inspection scores online
3. Publish health inspection scores in biannual press release/report to Village Board
4. Maintain its current practice

The benefits of posting health inspections include a decrease in foodborne illnesses, improved hygiene in restaurants, restaurant inspection scores increased, and consumers became sensitive to restaurant health inspection scores. After researching food inspection scores of Lincolnwood restaurants, a posting system like Palatine's may help increase

food inspection scores and improve the hygiene of restaurants. Publishing health inspection information online is an inexpensive method to publicize inspections. Research suggests that posting inspection scores online or on site could increase the scores of food establishments and enhance hygiene at restaurants.

Attachments

1. **Sample Health Inspection Report used by the Village**
2. **Palatine Online Posting Page**
3. **Palatine Posting Form**
4. **Palatine Code Sections**

☒ Food Service Establishment
☐ Retail Food Store
☐ Temporary
☐ Mobile

I- Follow-Up

COOK COUNTY
DEPARTMENT OF PUBLIC HEALTH
1010 Lake Street, Suite 300
Oak Park, Illinois 60301-1133
Phone: **708-492-2000**
RETAIL FOOD SANITARY INSPECTION REPORT

Establishment Number contract
☐ Original Inspection
☒ Follow-up Inspection
☐ Other

Name of Establishment [redacted] Address [redacted]
Owner or Operator [redacted] City Lincolnwood Zip Code 60712

Based on an inspection this day, the items marked below identify violations of the Illinois Food, Drug and Cosmetic Act and/or the Sanitary Inspection Law and Rules promulgated under these acts. Failure to correct these violations within the time specified may result in prosecution under the Enforcement Provisions of these acts. • = **Critical Items Requiring Immediate Correction.**

ITEM	X	WT	DESCRIPTION
			FOOD
*1		5	Source, Wholesome, No Spoilage
2		1	Original Container, Properly Labeled
			FOOD PROTECTION
*3		5	Potentially hazardous food meets temperature requirements during storage, preparation, display, service and transportation
*4		4	Facilities to maintain product temperature
5		1	Thermometers provided and conspicuous
6		2	Potentially hazardous food properly thawed
*7		4	Unwrapped and potentially hazardous food not reserved, cross contamination
8		2	Food Protection during storage, preparation, display service and transportation
9		2	Handling of food (ice) minimized, methods
10		1	Food (ice) dispensing utensils properly stored
			PERSONNEL
*11		5	Personnel with infections restricted
*12		5	Hand washed and clean, good hygienic practices
13		1	Clean clothes, hair restraints
			FOOD EQUIPMENT AND UTENSILS
14		2	Food (ice) contact surfaces: designed, constructed, maintained, installed, located
15		1	Non-food contact surfaces; designed, constructed, maintained, installed, located
16		2	Dishwashing facilities; designed, constructed, maintained, installed, located, operated
17		1	Accurate Thermometers, chemical test kits provided, gauge cock

ITEM	X	WT	DESCRIPTION
18		1	Pre-flushed, scraped, soaked
19		2	Wash, rinse water: clean, proper temperature
*20		4	Sanitization rinse; clean, temperature, concentration
21		1	Wiping cloths, clean, use restricted
22	X	2	Food-contact surfaces of equipment and utensils clean, free of abrasives and detergents
23		1	Non-food contact surfaces of equipment and utensils clean
24		1	Storage, handling of clean equipment -- utensils
25		1	Single-service articles, storage, dispensing
26		2	No re-use of single-service articles
			WATER
*27		5	Water source, safe Hot and cold under pressure
			SEWAGE
*28		4	Sewage and waste water disposal
			PLUMBING
29		1	Installed, maintained
*30		5	Cross-connection, back siphonage, back flow
			TOILET AND HAND-WASHING FACILITIES
*31		4	Number, convenient, accessible, designed, installed
32		2	Toilet rooms enclosed, self-closing doors, fixtures, good repair, clean; Hand cleanser, sanitary towels/ hand drying devices provided, proper waste receptacles, tissue
			GARBAGE AND REFUSE DISPOSAL
33		2	Containers or receptacles covered, adequate number, insect/rodent proof, frequency, clean

ITEM	X	WT	DESCRIPTION
34		1	Outside storage area, enclosures properly constructed, clean, controlled incineration
			INSPECT, RODENT ANIMAL CONTROL
*35		4	Presence of insects/rodents -- outer openings protected, no birds, turtles, other animals
			FLOORS, WALLS AND CEILINGS
36	X	1	Floors: constructed, drained, clean, good repair, covering installation, dustless cleaning methods
37		1	Walls, ceiling, attached equipment, constructed good repair, clean surfaces, dustless cleaning methods
			LIGHTING
38		1	Lighting provided as required -- Fixtures shielded
			VENTILATION
39		1	Rooms and equipment -- vented as required
			DRESSING ROOMS
40		1	Rooms clean, lockers provided, facilities clean
			OTHER OPERATIONS
*41		5	Toxic items properly stored, labeled and used
42		1	Premises; maintained, free of litter, unnecessary articles, cleaning/maintenance equipment properly stored, authorized personnel
43		1	Complete separation from living/sleeping quarters, laundry
44		1	Clean, soiled linen properly stored
45			Management personnel certified Yes X No

Temperatures: Temp/PPM Chemical wiping bucket 100ppm Cl- Hot Foods rice 135°F, wonton soup 185°F, fried rice 175°F Cold Foods chicken 41°F, beef 41°F, raw beef 40°F

Manager Certification No: [redacted]

ITEM	Remarks and Recommendations for Corrections	CORRECT BEFORE
	Conducted follow up inspection. See original routine inspection report dated 4/10/12.	
	All violations from 4/10/12 corrected, except:	
22	Unclean knives stored as clean. Wash knives, utensils more thoroughly, rinse, sanitize.	[redacted]
36	Floor unclean under stand up cooler. Clean.	[redacted]

Report and Instructions Received By [redacted] (SIGNATURE OF OWNER OR REPRESENTATIVE)

Date [redacted] Time ____ A.M. ____ P.M. Sanitation Score 97 (100 Minus Demerits)

By Katie Daley 847-818-2854 (INSPECTOR)

White - **ORIGINAL COPY**

ENV 695

Village of Palatine Food Establishment Inspection Score Listing

This information reflects the most recent food establishment routine inspection sanitation score.

Establishment	Address	Score
7-11 #30135	799 W NORTHWEST HWY	90
7-ELEVEN #13413G	753 W PALATINE RD	96
A+ DAY SCHOOL	1532 N RAND RD	100
A+ DAY SCHOOL #2	865 N STERLING AV	94
A+ DAY SCHOOL AFTER SCHOOL ZONE	1270 W NORTHWEST HWY	100
AFC SUSHI @ JOE CAPUTO'S #1	2070 N RAND RD	91
ALLEY 64 BAR & GRILL	2001 N RAND RD	86
ALONDRA BAKERY, INC.	1629 N BALDWIN RD	94
AMERICAN LEGION POST 690	122 W PALATINE RD	94
ANGEL'S TACOS RESTAURANT	279 W DUNDEE RD	94
APPLEBEE'S	741 E DUNDEE RD	87
ARBY'S ROAST BEEF	139 N NORTHWEST HWY	86
ARTISTIC CUISINE	16 S BOTHWELL ST	94
ASAHI JAPANESE RESTAURANT	851 N QUENTIN RD	97
ASIAN ISLAND	1202 E DUNDEE RD	76
BAKERS SQUARE #220209	270 E NORTHWEST HWY	98
BAUER'S BRAUHAUS	45 W SLADE ST	91
BBQ PATIO	828 S HICKS RD	89
BEN & JERRY'S	807 N QUENTIN RD	99
BILLY'S HOT DOG & BEEF	52 W ILLINOIS AV	87
BILLY'S PANCAKE HOUSE	440 W NORTHWEST HWY	91
BRANDI'S BANQUET	1170 E DUNDEE RD	97
BRANDT'S - THE LITTLE CAFE	807 W NORTHWEST HWY	89
BROTHER'S RIBS	758 W EUCLID AV	86
BROWN'S CHICKEN	301 E NORTHWEST HWY	78

1 2 3 4 5 6 7 8 9 10

For further information contact the Environmental Health Division - (847) 359-9090.

Return to COT

002/002

VILLAGE OF PALATINE

FOOD ESTABLISHMENT INSPECTION SCORE HISTORY

Establishment Name: _____

Address: _____

Type & Category: _____

Inspection Date: ____/____/____

Inspection Date: ____/____/____

Inspection Date: ____/____/____

SCORING

90-100 – Excellent
Excels in generally accepted food handling practices and overall food establishment maintenance.

80-89 – Good
Good performance in generally accepted food handling practices and overall food establishment maintenance.

70-79 – Fair
Fair performance in food handling practices and overall general food establishment maintenance.

Below 70 – Poor
Exhibits poor performance in food handling practices and overall general food establishment maintenance.

For additional information contact the Environmental Health Division at (847) 359-9090 or visit www.palatine.il.us

02/05/2013 TUE 11:46 FAX 18477764733

Return to COT

Section 11-18(b). Posting required. The food dealer's current inspection score posting including the last three routine inspection scores and the dates of inspection must be displayed in a prominent location and within a reasonable proximity of the establishment's front entrance on a form provided by the Division of Environmental Health. The posting must be displayed in plain and unobstructed view at a height that meets an adult's eye level. The location shall be subject to the approval of the Division of Environmental Health. The posting shall not be defaced, damaged, modified, removed or improperly displayed. The posting shall not be transferable nor shall the posting be valid for any establishment other than that for which originally issued.

Section 11-623. Penalty. Any person, firm or corporation violating any provision of this chapter shall be fined not less than Two Hundred ($200.00) Dollars nor more than One Thousand ($1,000.00) Dollars for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Return to COTW Memo

MEMORANDUM

To: Douglas Petroshius, Assistant Village Manager

From: Andrea Litzhoff, Community Development Intern

Date: April 22, 2013

Re: Health Inspection Posting Additional Information

Staff presented research to the Village Board at the April 2, 2013 Committee of the Whole meeting regarding the posting of health inspection information online and onsite. The Village Board desired to know more about the effects of Palatine's program on the business community and if it would have a negative impact on attracting new food establishments. The Village Board directed staff to contact the Village of Palatine and their Chamber of Commerce to determine what impacts they have experienced with posting health inspections online and in public.

Village of Palatine

The Village of Palatine has been posting the health inspections online since 2008. The Village's Environmental Health Division Director Diane Gartner stated when the program was established the Village held a number of public meetings with the restaurant community and received significant backlash. Now that the program has matured, she has received a minimal amount of feedback from residents and business owners. This is assisted by the good relationships that are maintained between staff and the food establishment community. Occasionally when restaurants receive a poor score the restaurant is reluctant to post the scores onsite and in general restaurants with poor scores do not like having the scores posted onsite. Conversely there are many businesses who are proud of their clean establishments and support the onsite posting of scores as a means to enhance their reputation.

From time to time the Village reconsiders the onsite posting requirement, but it continues to remain in place. Ms. Gartner felt that posting onsite inspection scores is not a barrier for new attracting new food establishments as new food establishments have opened up in Palatine since 2008.

Palatine Chamber of Commerce

The Palatine Chamber of Commerce stated that since the program had been in place for several years, they had not evaluated their stance and position on the program.

Return to V.B. Agenda

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., AUGUST 20, 2013

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – July 16, 2013

V. Warrant Approval

VI. Village President's Report

1. Bethany Korean Church Scholarship Award
2. Art Drawing Contest Winner
3. Swearing in of Sergeant Larry Martin
4. Recognition of Retiring Deputy Police Chief Cary Lewandowski

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 a Resolution Authorizing the Village Attorney to Intervene with the Property Tax Appeals Board Concerning Requests from Certain Properties in the Northeast Industrial Tax Increment Financing District for Reduced Assessments of their Properties for the Tax Year 2010

2. Approval of a Resolution Consenting to the Appointment of David G. Eterno and Susan Davis Brunner as Administrative Hearing Officers

3. Approval of a Resolution Authorizing the Village Manager to Execute a Renewal Agreement with American Traffic Solutions, Inc. for a One-Year Period, to Expire on August 4, 2014

4. Approval of a Resolution to Reject a Bid for the Purchase of 800 Tons of Bulk Rock Salt

5. Approval of a Resolution to Extend the Agreement Between the Village and Integrys Energy Services Inc., to Provide Full-Requirements Electricity Supply within the Village in the Amount of 5.52 ¢/kWh for Residential Customers and 5.45 ¢/kWh for Small Retail Customers through May 2014

6. Approval of a Resolution to Purchase and Install (1) Caterpillar C9 200 kW 277/480V Standby Diesel Engine Generator for the Public Works Standpipe and (1) Caterpillar C9 200 kW 120/208V Standby Diesel Engine Generator for the Public Works Main Facility through the National Joint Powers Alliance Contract #SP13030034 from Patten Cat of Elmhurst, IL in the Amount of $343,466

7. Approval of an Ordinance Regarding a Text Amendment to Section 5.20(1)e of the Zoning Code Concerning Public Hearing Notice Requirements for Sites of Two Acres or More

8. Approval of an Ordinance Denying a Variation Concerning Parking in the Front Yard at 7350 North Keeler Avenue

9. Approval of an Ordinance Approving a Variation Request from Section 4.11 of the Zoning Code to Permit a Detached Garage to Exceed the Maximum 35% Building Coverage at 6849 North Keeler Avenue

10. Approval of an Ordinance Approving a Height and Location Variation from Section 3.13(11)h of the Zoning Code to Permit a Fence Located at 3848 West Loyola Avenue

11. 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 6427 North Kenton Avenue

12. Approval of a Recommendation by the Economic Development Commission to Approve a Green Improvements For Tomorrow (GIFT) Grant, for Property Located at 6501 North Lincoln Avenue

13. Approval of a Recommendation by the Plan Commission to Adopt a Resolution Approving a Preliminary and Final Plat of Subdivision for the Property Located at 3700 West Pratt Avenue

VIII. Regular Business

14. Consideration of an Ordinance Approving the Extension of Time for Compliance with Certain Site Restoration Requirements for The Purple Hotel Site

15. Consideration of a Resolution Approving the Restated Predevelopment Agreement Between the Village and North Capital Group Pertaining to The Purple Hotel Site

16. Consideration of an Ordinance Waiving the Competitive Bidding Process and Authorizing the Village Manager to Execute an Agreement with the Paramedic Services of Illinois, Inc. for the Provision of Code Enforcement Services

17. Consideration of a Recommendation by the Plan Commission Regarding the Zoning Board of Appeals as the Final Authority on Appeals of the Zoning Officer's Determination

18. Consideration of a Recommendation by the Plan Commission to Amend Sections 11.04(8), 11.05, and 11.06(1) of the Zoning Code to Clarify Regulations of A-frame, Sandwich Board, and Portable Signs

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 land acquisition and potential litigation

XV. Adjournment

DATE POSTED: August 16, 2013

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.

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
JULY 16, 2013

DRAFT

Call to Order

Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:35 P.M., Tuesday, July 16, 2013 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 Deputy Village Clerk Douglas Petroshius the following were:
PRESENT: President Turry, Trustees Patel, Sprogis-Marohn, Cope, Elster
ABSENT: Leftakes, Klatzco
A quorum was present.
Also present: Timothy Wiberg, Village Manager; Charles Meyer, Assistant to the Village Manager; Melissa Steirer, Management Analyst; Aaron Cook, Development Manager; Melissa Steirer, Management Analyst; Ashley Engelmann, Assistant to the Public Works Director; Manuel Castaneda, Public Works Director; Robert LaMantia, Chief of Police; Robert Merkel, Finance Director; Joseph Mangan, Village Accountant; James Johnson, Village Engineer; Steven Elrod, Village Attorney; Charles Greenstein, Treasurer.

Approval of Minutes

The minutes of the June 18, 2013 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 passed by voice vote, 4-0.

Warrant Approval

Trustee Patel moved to approve Warrants in the amount of $785,110.35. Trustee Sprogis-Marohn seconded. Upon Roll Call by Mr. Petroshius the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None. The motion passed.

Village President's Report

1. Appointment of Nadia Seniuta to the Economic Development Commission

President Turry recommended the appointment of Nadia Seniuta to the Economic Development Commission (EDC). Ms. Seniuta is the new General Manager of the Lincolnwood Town Center Mall and historically the Village has appointed the General Manager to the EDC. Trustee Elster made a motion to approve the appointment. Trustee Sprogis-Marohn seconded the motion. The motion was approved by voice vote, 4-0. Ms. Seniuta is now a member of the Economic Development Commission.

2. Proclamation Regarding Diversity Month

President Turry read aloud a Proclamation making August 2013 "Appreciate Diversity Month" in the Village of Lincolnwood. The Village Board concurred.

3. Proclamation Regarding Charles Klinenberg Day

President Turry read aloud a Proclamation making July 16, 2013 Charles Klinenberg Day in the Village of Lincolnwood for his contributions to the nation and the community. The Village Board concurred. Mr. Klinenberg thanked the Village for the recognition.

4. M-NASR 40th Anniversary Award Presentation, Executive Director, Sue Bear

Sue Bear, Executive Director of the Maine-Niles Association of Special Recreation (M-NASR), announced that the organization was celebrating its 40th anniversary thanked the Village, a founding member, for its continued support. Ms. Bear presented a plaque to the Village Board. President Turry thanked Ms. Bear for the recognition and continued service to M-NASR.

5. Swearing in of Police Officers Luis Nunez and Michael Kieca

Mr. LaMantia introduced the Police Officer candidates and their families. Mr. Petroshius administered the Oath of Office for Mr. Nunez and Mr. Kieca. President Turry congratulated the new Police Officers.

6. Recognition of Retiring Police Sergeant Mark Weidner

Mr. LaMantia introduced Sergeant Weidner and his family. Mr. LaMantia and President Turry thanked Sergeant Weidner for his years of service. Mr. Weidner thanked the Village, his coworkers, and his family. Mr. Weidner was retiring to become a Village Community Service Officer.

Consent Agenda

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

2. Approval of a Resolution Authorizing a Software Migration Agreement with Springbrook Software in the Amount of $59,895

3. Approval of a Recommendation by the Zoning Board of Appeals to Grant a Height and Location Variation from Section 3.13(11)h of the Zoning Code for a Proposed Fence Located at 3848 West Loyola Avenue

4. Approval of a Resolution Authorizing the Village Manager to Execute a Contract to Purchase One 2014 Ford Interceptor Sedan for $23,978 and Two 2014 Ford Interceptor Utility Vehicles from Currie Motors for $56,089

5. Approval of a Recommendation by the Traffic Commission to Amend Chapter Seven, Article Two, Section 12 of the Village Code Pertaining to Restricting Parking on the South Side of Arthur Avenue, Between Lincoln Avenue and Monticello Avenue

Trustee Elster moved to approve the Consent Agenda as presented. Trustee Sprogis-Marohn seconded the motion.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None
The motion passed. All items on the Consent Agenda were approved.

Regular Business

6. Consideration of a Recommendation by the Ad-Hoc Sewer Committee to Adopt a Resolution to Move Forward with (1) Designing and Implementing Stormwater Street Storage Improvements in a Pilot Area of the Village Not Exceeding 20% of the Village Land Area

and (2) Development Design Plans at 30% Completion for a New Stormwater Outfall at the North Shore Channel

This item was presented by Mr. Johnson who presented data the Village Board requested at the June 4, 2013 Village Board meeting. The data consisted of analysis performed by the Village's engineering firm, AB&H, using the Village's sewer modeling program and examined a pilot area for the April 18, 2013 rain event using surface restrictors and berms. Previous modeling of the area using the surface restrictors excluded berms. The model results indicated that the surface restrictors benefit 113 of the 328 homes at-risk. For the same event and study area, hanging traps benefit 280 homes. The operating characteristics of the proposed hanging traps versus the continued use of the surface restrictors are as follows: the hanging traps will not surcharge the underlying sewer for all depths up to nine inches of street ponding (i.e., the design depth); the surface restrictors will contribute to the risk of sewer surcharging before the street ponding depth reaches two inches; as the hanging trap's orifice is about three square inches and the surface restrictors' vary from 11 square inches to 13.5 square inches, this means that the hanging traps will pass less flow. Mr. Johnson presented graphical depictions of how the subsurface restrictors performed better than the surface restrictors. Discussion ensued. Trustee Cope inquired about the at-risk factors, overland flooding, and sewer back-up prevention methods and if the Village will be able to compare the results of the April 18 flood, based on complaints received, when the sewer improvements are made. Mr. Johnson indicated that this would be possible and that the proposed improvements to the Village's sewer system will assist with overland flooding issues. Mr. Johnson indicated that the pilot study engineering cost is approximately $60,000 and includes a peer review.

President Turry invited members of the public to speak on this item. Ed Epstein of 3815 Jarlath Avenue complained about sewer water flowing down his street from East Prairie Road. He asked that his block be a part of the pilot programs. Mr. Paul Gordon of 6515 North Drake Avenue spoke out in opposition to using subsurface restrictors and specifics in the sewer study. Mr. Gordon provided additional information to the Village Board members via email. Mr. Gordon recommended a peer review be performed. President Turry thanked everyone for their comments.

Trustee Patel moved to approve a Resolution authorizing the Village Manager to identify an engineering consultant qualified to design certain stormwater management improvements. Trustee Sprogis-Marohn seconded the motion.

Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None
The motion passed. The Resolution was approved.

7. Consideration of a Recommendation by the Zoning Board of Appeals to Deny a Variation from Section 7.06(5) of the Zoning Code to Permit Parking in the Front Yard at 7350 North Keeler Avenue

This item was presented by Mr. Cook who in Marc Geslani, son of the property owner, requests a variation to permit off-street parking in front of the existing single-family residence located at 7350 North Keeler Avenue. The property owner received an interior remodel and addition permit to convert the attached garage into living space. By converting the attached garage into living space, the driveway no longer leads to an approved parking space. As a result, the Zoning Code requires that the driveway be removed and the curb be repaired. At the time of the issuance of the building permit to convert the attached garage into living space, the owner was advised of the

requirement to remove the driveway. After receiving the building permit to convert the garage into living space and beginning work, the property owner filed for this variation to allow the driveway to remain. The requested variation is to permit parking in the driveway leading to the front of the existing home. Since adoption of the 2008 Zoning Code, the Village has considered only one similar request for a residential parking variation. In 2012 the property owner of 3837 West Sherwin Avenue filed for a variation to permit the existing driveway to remain in the front yard after conversion of an attached garage to living space. In this case, the Zoning Board of Appeals (ZBA) unanimously recommended denial of the requested variation. The Village Board considered this ZBA recommendation at its October 2, 2012 meeting and upon consideration, referred the regulation prohibiting parking in front yards to the Plan Commission for consideration and review. The Plan Commission considered the regulation and after deliberating the matter recommended no change to the Zoning Code and on February 5, 2013 the Village Board concurred with this recommendation. At its June 4, 2013 meeting, the Village Board concurred with the ZBA recommendation concerning the requested front yard parking variation at 3837 Sherwin and voted to deny the requested variation to permit the driveway to remain in the front yard. The 7350 North Keeler Avenue request was denied by the ZBA at a June 19, 2013 by a vote of 6-0. Mr. Cook concluded his presentation. President Turry offered the applicant an opportunity to speak but he declined. There was no discussion by the Village Board.

Trustee Patel moved to concur with ZBA recommendation and direct the Village Attorney to prepare a Resolution denying the request. The motion was seconded by Trustee Cope.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None
The motion passed. The Village Board authorized the preparation of the Resolution which will appear on the August 20, 2013 Village Board meeting.

Trustee Patel made a motion to have the Committee on Ordinances, Rules, and Buildings (CORB) review this regulation. The motion was seconded by Trustee Elster. Trustee Cope objected to this motion as the Plan Commission and Village Board had recently reviewed this regulation and did not make any change.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Elster
NAYS: Cope
The motion passed. The Village Board directed CORB to review Section 7.06(5) of the Zoning Code to Permit Parking in the front yard of residential properties.

8. Consideration of a Recommendation by the Zoning Board of Appeals to Approve a Variation Request from Section 4.11 of the Zoning Code to Permit a Detached Garage to Exceed the Maximum 35% Building Coverage at 6849 North Keeler Avenue

This item was presented by Mr. Cook who indicated that Mr. Tom Leko, property owner of 6849 North Keeler Avenue, seeks relief from the Zoning Code in order to allow a new detached garage at the rear of the existing single-family residence. This new garage would replace the existing detached garage in the rear yard of the property. This property is within the R3 Residential Zoning District. As proposed, the new detached garage would have dimensions of approximately 26 feet X 23 feet two inches and having approximately 602 square feet in land coverage. The construction of the proposed new detached garage would result in a building coverage of 38.37%, exceeding the maximum 35% building coverage allowed for this property under the Zoning Code. This building coverage limit is applicable to both the principal and accessory structures on the property. For this property, the combined area of the existing principal and proposed accessory structure cannot exceed 2,594 square feet. The current existing

building coverage of the principal structure and existing detached garage is 2,706 square feet, or an existing building coverage of 36.5%. The ZBA considered this request on June 19, 2013 and voted 4-1-1 to recommendation that the requested variation be approved with Commissioner O'Brien abstaining.

Trustee Patel made a motion to approve the requested variation to exceed the maximum building coverage in order to construct a detached garage in the rear yard of 6849 North Keeler Avenue and to direct the Village attorney to prepare an Ordinance for adoption consistent with this recommendation. Trustee Elster seconded the motion.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None
The motion passed. The Ordinance will appear on the agenda at the August 20, 2013 Village Board meeting.

9. Consideration of a Recommendation by the Zoning Board of Appeals to Deny a Variation from Section 3.10 of the Zoning Code to Permit a Patio to Encroach Into the Four Foot Required Side Yard at 3800 West Fitch Avenue

This item was presented by Mr. Cook who indicated that Senad Brkic, is seeking to install two open patios connected by a sidewalk in the interior side yard of his property at 3800 West Fitch Avenue. The proposed patio as requested would be located approximately six to nine inches from the side lot line. The Zoning Code requires a minimum setback for open patios of four feet from all side and rear lot lines. The proposed patio complies with all other bulk regulations including setbacks and lot coverage. Since 2009 there has been one request for a variation from the patio requirements. That request, at 6620 North Drake Avenue, was to permit a patio to project more than 10 feet from the principal structure. As a result of that request, the Village Board referred to the Plan Commission a text amendment to review the regulations for open patios.

Currently, the Plan Commission is deliberating this text amendment concerning regulations for open patios. While the Plan Commission has not completed its deliberations of this matter nor finalized its recommendations, based on discussion at their June 5 meeting, the Plan Commission's interpretation and discussion on this regulation may result in a recommendation by the Plan Commission to the Village Board that would likely eliminate the need for this requested variation as well as the variation that was granted at 6620 North Drake Avenue. At the June 19, 2013 Public Hearing for this matter the ZBA considered the hardship presented by Mr. Brikich and the existing setback requirements for patios.

By a split vote, 3-3, the Zoning Board of Appeals forwards the request for relief from the Zoning Code to permit a patio to be installed closer than the minimum four feet from the side lot line. The Zoning Code requires a majority of the quorum present to vote for a motion in order to make a recommendation to the Village Board. Failure to reach the majority of quorum results in a negative recommendation. Therefore, the 3-3 vote results in a negative recommendation to the Village Board on the requested variation to permit a patio to be located six to nine inches from the interior side lot line of 3800 West Fitch Avenue.

Discussion ensued by the Village Board regarding the proximity to the neighbor's house, the property lines, and setback requirements. Mr. Brkic spoke on the matter indicating that he was trying to clean up the house that was built a year ago while adding sidewalk and two patios, so that there was a place for his mother to sit. Discussion ensued regarding the difference in the

patio and the sidewalk. Mr. Brkic indicated that he would not make any amendments to his request.

Trustee Patel moved to concur with the ZBA recommendation for denial of the request and to direct the Village Attorney to prepare a Resolution. Trustee Elster seconded the motion.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None
The motion passed. The Resolution will appear on the August 20, 2013 meeting agenda.

10. Consideration of an Ordinance Amending Chapter 9, Article 1, Section 2 of the Village Code Regarding the Definition of Assault Weapons

This item was presented by Mr. Elrod who indicated that on May 31, the Illinois General Assembly approved House Bill 183, which both creates the new Firearms Concealed Carry Act and amends the existing Firearm Owners Identification Card (FOID) Act. On July 2, Governor Quinn issued an amendatory veto of the Bill, but on July 9, both chambers of the General Assembly voted to override the amendatory veto. Accordingly, House Bill 183 became law, as Public Act 98-0063, on July 9, 2013. Of immediate concern to Illinois municipalities is the provision of the Bill that pre-empts and restricts home rule authority to regulate the possession or ownership of assault weapons. The proposed preemption does not take effect until 10 days after the Bill becomes law, which provides a short window for home rule municipalities to enact assault weapons regulations. That window will expire on July 19, 2013. However, that window is not applicable to the Village, because the Village has prohibited the acquisition, possession, manufacture, sale, transfer, or distribution of assault weapons since 1994. The Village's current ordinance is modeled closely after Cook County's assault weapons ordinance, but uses a different definition of "assault weapon." At its regular meeting on June 18, 2013, the Committee of the Whole directed Staff and the Village Attorney to prepare an amendatory ordinance that would align the Village's definition of "assault weapon" with the County's. The requested ordinance is attached for consideration by the Village Board.

Discussion ensued by the Village Board in regards to the “WHEREAS” clauses contained in the Ordinances which refer to “tragedies” and “killings” and also the differences between the Village’s existing Ordinance and the proposed Ordinance.

President Turry opened the floor for Public Comment. The following individuals testified:

Name	Address	Position
Marc M. Jens	7202 Keystone Avenue, Lincolnwood, IL	Oppose
Buzz Alpert	7220 North Keeler Avenue, Lincolnwood, IL	Oppose
Joel Siegel	Unknown	Oppose
Millie Hreczany	5848 North Maplewood, Chicago, IL	Oppose
James B. Smith	737 Forestview, Park Ridge, IL	Oppose
Mitch Shore	3318 Devon Avenue, Lincolnwood, IL	Oppose

Trustee Elster made a motion to approve an Ordinance Amending Chapter 9, Article 1, Section 2 of the Village Code Regarding the Definition of Assault Weapons as presented. No Trustee

seconded the motion. The motion died. No other motion was made. President Turry moved to the next item on the agenda.

11. Consideration of a Recommendation by the Plan Commission to Amend Section 5.20(1)e of the Zoning Code Concerning Notice Requirements for Sites of Two Acres or More

This item was presented by Mr. Cook who indicated that the Zoning Code contains the Village's notice requirements for scheduled public hearings. These notice requirements for public hearings include notice in a newspaper, installation of public notice signs, and written notice mailed to property owners within 250 feet of the subject property. In addition to these requirements, Section 5.20(1)e of the Zoning Code also provides additional notice requirements which are subject to the discretion and determination of the Zoning Officer. This additional discretionary notice authorized by the Zoning Code is limited to only applications involving two acres or more of property. This discretionary notice authorizes the Zoning Officer to require, but does not mandate, additional notice to property owners of up to 500 feet from the subject property. While the Zoning Code lists reasons that could be used to determine when additional discretionary notice should be given, this criteria is all-inclusive and therefore for any reason, additional notice could be required. As a result, there is no guidance given as to when additional discretionary notice should be given. Research conducted of nearby communities indicates that no other community has a notice provision that is at the discretion of staff. Skokie and Glenview have provisions that additional notice is at the discretion of the Plan Commission and/or Zoning Board of Appeals. Staff believes that the current discretionary provision in the Zoning Code allows for potential notice inconsistency between applications but also a potential point of citizen argument concerning whether proper or adequate notice for a hearing was provided. Staff has therefore recommended that the additional discretionary notice provision section of the Zoning Code be eliminated. At the November 20, 2012 Village Board meeting, the Village Board referred this proposed text amendment to eliminate these provisions to the Plan Commission for public hearing and consideration. At its March 6, 2013 meeting, the Plan Commission was divided on the appropriateness of the additional notice requirement. By a vote of 3-1-1, the Plan Commission recommended that Section 5.20(1)e of the Zoning Code be eliminated, which Commissioner Goldfein abstaining.

Trustee Cope made a motion to concur with the recommendation of the Plan Commission to eliminate Section 5.20(1)e of the Zoning Code concerning additional discretionary notice for properties two acres or greater and to direct the Village Attorney to prepare the requisite Ordinance for approval. Trustee Sprogis-Marohn seconded the motion.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None
The motion passed. The Ordinance will appear on the August 20, 2013 Village Board agenda.

12. Consideration of a Recommendation by the Plan Commission to Amend Sections 11.04(8), 11.05, and 11.06(1) of the Zoning Code to Clarify Regulations of A-frame, Sandwich Board, and Portable Signs

Trustee Patel made a motion to table the recommendation from the Plan Commission until a future Village Board meeting agenda. Trustee Sprogis-Marohn seconded the motion.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope
NAYS: None
Trustee Elster was temporarily absent. The motion passed.

13. Consideration of Two Resolutions: (1) Pledging $100,540 in Local Funds Required to Apply for a $301,560 Grant through the Illinois Transportation Enhancement Program for Phase III Centennial Park Improvements and (2) Pledging $16,083 in Local Funds Required to Apply for a $128,664 Grant through the Illinois Transportation Enhancement Program for a Pedestrian/Bicycle Plaza

This item was presented by Ms. Engelmann who indicated that On May 20, 2013 the Illinois Department of Transportation (IDOT) announced a call for projects for the Illinois Transportation Enhancement Program (ITEP) grant. ITEP provides funding for alternate modes of transportation, enhancement of the transportation system through the preservation of visual and cultural resources and improvement of the quality of life for members of communities. Project sponsors may receive up to 80% reimbursement for project costs. The remaining 20% is the responsibility of the project sponsor. The grant does not cover costs associated with design fees, roadway pavement, curb and gutter, sidewalks, etc. The program does however reimburse other costs such as preliminary and construction engineering up to 80%. A project must qualify as one of seven eligible categories and must relate to surface transportation to be eligible for funding. The attached Resolutions pertain to the Village Board's commitment to pursue funding for public improvements for the Centennial Park Phase III improvements as well as the pedestrian/bicycle plaza. Land Design Collaborative ("LDC", the Village's Landscape Architect) estimates that the Centennial Park Phase III improvements will cost approximately $402,100 to implement. As such, the Village is requesting $301,560 in grant funding through the program for this project with a Village match of $100,540. LDC estimates that the pedestrian/bicycle plaza will cost $160,830 to construct. As such, the Village is requesting $128,664 in funding through the program for this project with a shared Village match between Lincolnwood and Skokie of $16,083 per community. Approval of the attached Resolutions affirms that the Village Board is committed to the projects, pledges to fund the required local share and is requesting that IDOT allocate the maximum amount of ITEP funding possible. If the projects are approved, they must begin within three years of receiving approval. Therefore, approval does not commit the Village to implementing the programs in FY 2014.

Discussion ensued regarding the funding and how projects were decided to be applied for. Ms. Engelmann indicated that both projects have funding sources and are related to plans that were previously approved by the Village Board.

Trustee Sprogis-Marohn made a motion to approve the Resolutions. Trustee Patel seconded the motion.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None
The motion passed. The Resolutions were approved.

14. Public Hearing to Consider the Following Items Pertaining to Fiscal Year 2013-2014: A) Approval of the Annual Appropriation Ordinance for Fiscal Year 2013-2014; B) Approval of the Certificate of Estimated Revenues by Source for Fiscal Year 2013-2014

President Turry called the Public Hearing of the Village Board in accordance with Section 8-2-6 of the Illinois Municipal Code for consideration of the Village's annual appropriations Ordinance. President Turry asked Deputy Clerk Petroshius to call the Roll.

Public Hearing Roll Call
On roll call by Deputy Village Clerk Douglas Petroshius the following were:
PRESENT: President Turry, Trustees Patel, Sprogis-Marohn, Cope, Elster

ABSENT: Leftakes, Klatzco
A quorum was present.

This item was presented by Mr. Merkel who reported that in municipalities with less than 500,000 inhabitants, the corporate authorities are required to adopt an ordinance within the first quarter of each fiscal year to be termed the Annual Appropriation Ordinance. The Annual Appropriation Ordinance by State Statute establishes the legal limit of the Village's expenditures during the Fiscal Year May 1, 2013 to April 30, 2014. The Certification of the Estimated Revenues by Source must be filed within 30 days after the adoption of the Appropriation Ordinance with the Office of the Cook County Clerk, Cook County, Illinois. All documents were provided to the Village Board in advance. The total appropriation is $40,978,226.

President Turry opened the floor for Public Comment. No public was present.

Trustee Sprogis-Marohn made a motion to close the Public Hearing. Trustee Elster seconded the motion. The motion passed by voice vote, 4-0.

Trustee Cope inquired about the difference in the amount of the appropriation Ordinance from last fiscal year to this year. Mr. Merkel indicated that the reason for the significant difference is that the Village has budgeted to purchase the Union Pacific Right of Way which is part of the Village's Bike Path Plan previously approved by the Village Board.

Trustee Patel made a motion to approve the Ordinance. Trustee Sprogis-Marohn seconded the motion.
Upon Roll Call the results were:
AYES: Trustees Patel, Sprogis-Marohn, Cope, Elster
NAYS: None
The motion passed. The Ordinance and Certificate were approved.

Manager's Report
Mr. Wiberg indicated that there was no longer any need for Executive Session and reminded the Village Board and public that the Village Board is in its summer schedule and its next meeting is on August 20, 2013.

Board and Commissions Report
None

Clerk's Report
None

Trustee Reports
None

Public Forum
None

Adjournment

At 11:30 P.M. Trustee Patel moved to adjourn the Regular Meeting of the Village Board. Trustee Sprogis-Marohn seconded the motion. The motion passed by voice vote, 4-0.

Respectfully Submitted,

Douglas Petroshius
Deputy Village Clerk

Return to V.B. Agenda

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: August 16, 2013

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

08/20/2013	$286,423.88
08/20/2013	99,556.08
08/20/2013	95,897.80
08/20/2013	123,435.43
08/20/2013	187,259.96
08/20/2013	218,920.35
08/20/2013	355,516.70
Total	$ 1,367,010.20

Accounts Payable
To Be Paid Proof List

User: jmm
Printed: 07/18/2013 - 1:25 PM
Batch: 100-08-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
AG Medical Systems, Inc.											
AGMED											
0100668	06/28/2013	396.00	0.00	08/20/2013	Document destruction		-			No	0000
101-200-511-5599	Other contractual										
	0100668 Total:	396.00									
	AGMED Total:	396.00									
	AG Medical Systems, Inc. Total:	396.00									
American First Aid Services											
AFAS INC											
151094	07/09/2013	7.52	0.00	08/20/2013	First aid kit supplies		-			No	0000
101-350-512-5660	EMS supplies										
151094	07/09/2013	7.53	0.00	08/20/2013	First aid kit supplies		-			No	0000
101-220-512-5799	Other materials & supplies										
	151094 Total:	15.05									
	AFAS INC Total:	15.05									
	American First Aid Services Total:	15.05									
AT&T											
AT&T											
773R07163606	06/28/2013	77.36	0.00	08/20/2013	Telephone Services - June 2013		-			No	0000
215-000-512-5580	Telephone										
	773R07163606 Total:	77.36									
847734584006	07/07/2013	1,202.85	0.00	08/20/2013	Telephone Services - June 2013		-			No	0000
215-000-512-5580	Telephone										
	847734584006 Total:	1,202.85									
847734584306	07/07/2013	345.82	0.00	08/20/2013	Telephone Services - June 2013		-			No	0000
215-000-512-5580	Telephone										
	847734584306 Total:	345.82									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	AT&T Total:	1,626.03									
	AT&T Total:	1,626.03									
AT&T Long Distance											
AT&TLONG											
816614078	07/04/2013	38.86	0.00	08/20/2013	Long Distance a/c 816614078 - June 2013		-			No	0000
215-000-512-5580	Telephone										
	816614078 Total:	38.86									
	AT&TLONG Total:	38.86									
	AT&T Long Distance Total:	38.86									
Best Practices											
BESTPRAC											
BP1582	07/05/2013	225.00	0.00	08/20/2013	Subscription - May 2013 thru April 2014		-			No	0000
101-350-512-5620	Books & publications										
	BP1582 Total:	225.00									
	BESTPRAC Total:	225.00									
	Best Practices Total:	225.00									
Chicago Metropolitan Fire Prev											
CHGOMETR											
57152	06/28/2013	666.00	0.00	08/20/2013	June wireless radio network billing fee		-			No	0000
101-350-512-5411	R&M- Wireless Alarm Equipment										
	57152 Total:	666.00									
	CHGOMETR Total:	666.00									
	Chicago Metropolitan Fire Prev Total:	666.00									
City of Chicago Dept of Water											
CTYOFCHI											
430883-430883	07/10/2013	84,623.00	0.00	08/20/2013	Water usage - 5/9/13-6/11/13		-			No	0000
660-620-519-5790	Water purchases										
	430883-430883 Total:	84,623.00									
430884-430884	07/10/2013	72,678.76	0.00	08/20/2013	Water usage - 5/9/13-6/11/13		-			No	0000
660-620-519-5790	Water purchases										
	430884-430884 Total:	72,678.76									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	CTYOFCHI Total:	157,301.76									
	City of Chicago Dept of Water Total:	157,301.76									
Commonwealth Edison											
COMED											
CEC 0592075011	06/27/2013	1,852.76	0.00	08/20/2013	Master Account Street Lighting		-			No	0000
101-440-513-5785	Utilities - public way										
	CEC 0592075011 Total:	1,852.76									
CEC 2028043041	07/09/2013	2,940.62	0.00	08/20/2013	Master Account Street Lighting		-			No	0000
101-440-513-5785	Utilities - public way										
	CEC 2028043041 Total:	2,940.62									
	COMED Total:	4,793.38									
	Commonwealth Edison Total:	4,793.38									
Gewalt Hamilton Associates Inc											
GEWALT											
9232.000-217	07/12/2013	147.00	0.00	08/20/2013	General Consulting/Project Mgmt. - June		-			No	0000
101-290-511-5920	Administration Engineer Costs										
	9232.000-217 Total:	147.00									
9232.375-16	07/12/2013	1,264.00	0.00	08/20/2013	Street Light design Year 3 2011 - June		-			No	0000
213-000-561-5340	Engineering										
	9232.375-16 Total:	1,264.00									
9232.403-5	07/12/2013	73.53	0.00	08/20/2013	Pratt & Central Phase 1 report - June		-			No	0000
101-290-511-5942	PW Building Engineer Costs										
	9232.403-5 Total:	73.53									
9232.405-1	07/12/2013	14,516.24	0.00	08/20/2013	Union Pacific Phase Two - June 2013		-			No	0000
217-000-561-5340	Engineering										
	9232.405-1 Total:	14,516.24									
	GEWALT Total:	16,000.77									
	Gewalt Hamilton Associates Inc Total:	16,000.77									
Groot Recycling & Waste Servic											
GROOT											
9347034	06/30/2013	3,121.39	0.00	08/20/2013	22280-002 - Public Works - July		-			No	0000
101-440-514-5230	Garbage & recycling										
	9347034 Total:	3,121.39									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
9347128	07/01/2013	53,717.04	0.00	08/20/2013	1229-001 - Community pick up - July		-			No	0000
101-440-514-5230	Garbage & recycling										
	9347128 Total:	53,717.04									
9347129	07/01/2013	656.93	0.00	08/20/2013	1230-001 - School District 74 - July		-			No	0000
101-440-514-5230	Garbage & recycling										
	9347129 Total:	656.93									
9410812	06/26/2013	3,518.45	0.00	08/20/2013	22280-001 - Public Works - June		-			No	0000
101-440-514-5230	Garbage & recycling										
	9410812 Total:	3,518.45									
9424277	07/01/2013	2,757.47	0.00	08/20/2013	1231-001 - Multi family pickup - July		-			No	0000
101-440-514-5230	Garbage & recycling										
	9424277 Total:	2,757.47									
	GROOT Total:	63,771.28									
	Groot Recycling & Waste Servic Total:	63,771.28									
IL Office of the State Fire Ma											
ILOFFICE											
9498071	07/01/2013	140.00	0.00	08/20/2013	Boiler certification fee		-			No	0000
101-420-511-5405	R&M - buildings										
	9498071 Total:	140.00									
	ILOFFICE Total:	140.00									
	IL Office of the State Fire Ma Total:	140.00									
Illinois Department of Revenue											
ILDEPREV											
0209-1224	07/10/2013	1,593.00	0.00	08/20/2013	Sales Tax - Concessions - June 2013		-			No	0000
205-563-410-4486	Entrees										
	0209-1224 Total:	1,593.00									
	ILDEPREV Total:	1,593.00									
	Illinois Department of Revenue Total:	1,593.00									
Liponi Foundation											
LIPONI											
07082013	07/08/2013	135.00	0.00	08/20/2013	Annual golf outing - hole sponsor		-			No	0000
101-150-511-5810	Conference & meeting registrat										
	07082013 Total:	135.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	LIPONI Total:	135.00									
	Liponi Foundation Total:	135.00									
Lowe's Business Acc/GECF											
LOWES											
08816	07/12/2013	17.04	0.00	08/20/2013	Key hooks		-			No	0000
101-350-512-5799	Other materials & supplies										
	08816 Total:	17.04									
8347197	06/27/2013	30.38	0.00	08/20/2013	Tarp		-			No	0000
205-530-515-5730	Program supplies										
8347197	06/27/2013	11.32	0.00	08/20/2013	Landscaping posts		-			No	0000
205-530-515-5730	Program supplies										
	8347197 Total:	41.70									
	LOWES Total:	58.74									
	Lowe's Business Acc/GECF Total:	58.74									
Nicor Gas											
NICOR											
21-84-84-00004	07/09/2013	61.73	0.00	08/20/2013	Natural Gas-Pump Station-6/7-7/9		-			No	0000
660-620-519-5780	Utilities - government buildin										
	21-84-84-00004 Total:	61.73									
31-46-84-00002	07/10/2013	1,698.93	0.00	08/20/2013	Natural Gas-Parks-6/10-7/9		-			No	0000
205-560-515-5780	Utilities - government buildin										
	31-46-84-00002 Total:	1,698.93									
70-61-47-04487	07/11/2013	44.97	0.00	08/20/2013	Natural Gas-7055 Kostner-6/10-7/9		-			No	0000
205-560-515-5780	Utilities - government buildin										
	70-61-47-04487 Total:	44.97									
	NICOR Total:	1,805.63									
	Nicor Gas Total:	1,805.63									
Peters Rev. Samuel											
PETERSS											
6207	07/15/2013	280.48	0.00	08/20/2013	Refund Double payment on water		-			No	0000
660-610-519-5720	Postage										
	6207 Total:	280.48									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	PETERSS Total:	280.48									
	Peters Rev. Samuel Total:	280.48									
Republic Bank											
REPUBLIC											
6178000-00001	07/03/2013	33,333.64	0.00	08/20/2013	Loan payment - Park lighting		-			No	0000
330-000-573-7375	Lease payment Park lighting										
6178000-00001	07/03/2013	3,295.14	0.00	08/20/2013	Interest on Loan		-			No	0000
330-000-574-7561	Interest Field lighting loan										
	6178000-00001 Total:	36,628.78									
	REPUBLIC Total:	36,628.78									
	Republic Bank Total:	36,628.78									
State Industrial Products											
STATE											
96334773	07/02/2013	173.02	0.00	08/20/2013	Floor cleaner		-			No	0000
101-350-512-5799	Other materials & supplies										
	96334773 Total:	173.02									
	STATE Total:	173.02									
	State Industrial Products Total:	173.02									
United States Postal Service											
USPOSTMA											
07102013	07/10/2013	775.10	0.00	08/20/2013	Postage for Sept/Oct newsletter		-			No	0000
101-100-511-5565	Village Newsletter										
	07102013 Total:	775.10									
	USPOSTMA Total:	775.10									
	United States Postal Service Total:	775.10									
	Report Total:	286,423.88									

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Accounts Payable
To Be Paid Proof List

User: JMM
Printed: 07/30/2013 - 9:50 AM
Batch: 101-08-2013

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Ace Hardware Skokie											
ACEHRDS											
176031	07/08/2013	11.80	0.00	08/20/2013	Glass for garage doors		-			No	0000
101-420-511-5405	R&M - buildings										
	176031 Total:	11.80									
176033	07/08/2013	11.80	0.00	08/20/2013	Glass for garage doors		-			No	0000
101-420-511-5405	R&M - buildings										
	176033 Total:	11.80									
	ACEHRDS Total:	23.60									
	Ace Hardware Skokie Total:	23.60									
Advocate Occupational Health											
ADVOCA											
488943	06/24/2013	1,320.00	0.00	08/20/2013	Drug Screening		-			No	0000
101-200-511-5599	Other contractual										
	488943 Total:	1,320.00									
	ADVOCA Total:	1,320.00									
	Advocate Occupational Health Total:	1,320.00									
Airgas											
AIRGAS											
9911257536	06/30/2013	139.00	0.00	08/20/2013	Oxygen for ambulances		-			No	0000
101-350-512-5660	EMS supplies										
	9911257536 Total:	139.00									
	AIRGAS Total:	139.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Airgas Total:	139.00									
Al's Cycle Shop											
ALCYCLES											
330533	07/08/2013	15.00	0.00	08/20/2013	New seat		-			No	0000
205-508-515-5730	Program supplies										
	330533 Total:	15.00									
	ALCYCLES Total:	15.00									
	Al's Cycle Shop Total:	15.00									
Alpha Baking Company											
ALPHABAK											
3055187015	07/06/2013	71.40	0.00	08/20/2013	Concession Stand Buns		-			No	0000
205-563-515-5645	Concessions & food										
	3055187015 Total:	71.40									
30551922023	07/11/2013	92.51	0.00	08/20/2013	Concession Stand buns		-			No	0000
205-563-515-5645	Concessions & food										
	30551922023 Total:	92.51									
	ALPHABAK Total:	163.91									
	Alpha Baking Company Total:	163.91									
Amazon											
AMAZON											
118200167842	05/29/2013	42.99	0.00	08/20/2013	Office Supplies - Admin		-			No	0000
101-200-511-5700	Office supplies										
118200167842	05/29/2013	18.99	0.00	08/20/2013	Office Supplies - Finance		-			No	0000
101-210-511-5700	Office supplies										
	118200167842 Total:	61.98									
218901772691	05/18/2013	104.79	0.00	08/20/2013	Surge Protector - PW		-			No	0000
101-410-511-5745	Small tools										
	218901772691 Total:	104.79									
265022604013	05/15/2013	191.98	0.00	08/20/2013	Apple TV - Admin		-			No	0000
101-250-511-6530	Equipment - data processing										
	265022604013 Total:	191.98									
	AMAZON Total:	358.75									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Amazon Total:	358.75									
American First Aid Services											
AFAS INC											
149985	07/09/2013	37.75	0.00	08/20/2013	Community Center First Aid supplies		-			No	0000
205-571-515-5730	Program supplies										
	149985 Total:	37.75									
149987	07/09/2013	15.75	0.00	08/20/2013	Office First Aid supplies		-			No	0000
205-500-515-5700	Office supplies										
	149987 Total:	15.75									
150060	07/09/2013	17.85	0.00	08/20/2013	First Aid Box - Village Hall Break Room		-			No	0000
101-200-511-5599	Other contractual										
	150060 Total:	17.85									
150121	07/08/2013	160.10	0.00	08/20/2013	Pool First Aid supplies		-			No	0000
205-560-515-5730	Program supplies										
	150121 Total:	160.10									
151095	07/09/2013	60.90	0.00	08/20/2013	First Aid refills		-			No	0000
101-400-511-5730	Program supplies										
	151095 Total:	60.90									
	AFAS INC Total:	292.35									
	American First Aid Services Total:	292.35									
American Public Works Assc											
AMERICAP											
208930	06/14/2013	700.00	0.00	08/20/2013	APWA Conference attendance for PW		-			No	0000
660-620-519-5590	Training										
208930	06/14/2013	195.00	0.00	08/20/2013	APWA Conference attendance for PW		-			No	0000
101-440-513-5590	Training										
	208930 Total:	895.00									
	AMERICAP Total:	895.00									
	American Public Works Assc Total:	895.00									
Anderson Pest Solutions											
ANDERP											
2539151	06/01/2013	255.00	0.00	08/20/2013	Monthly Inspection - June 2013		-			No	0000
101-420-511-5405	R&M - buildings										
	2539151 Total:	255.00									
2573867	07/01/2013	255.00	0.00	08/20/2013	Monthly Inspections - July 2013		-			No	0000
101-420-511-5405	R&M - buildings										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	2573867 Total:	255.00									
	ANDERP Total:	510.00									
	Anderson Pest Solutions Total:	510.00									
Blumberg Jonathan											
BLUMBERG											
120204	05/01/2012	3,000.00	0.00	08/20/2013	Refund - site development deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	120204 Total:	3,000.00									
	BLUMBERG Total:	3,000.00									
	Blumberg Jonathan Total:	3,000.00									
Brunswick Zone Recreation Cent											
BRUNSWIC											
65600	07/02/2013	144.71	0.00	08/20/2013	Adventure Camp field trip		-			No	0000
205-530-515-5270	Purchased program services										
	65600 Total:	144.71									
65603	07/10/2013	363.48	0.00	08/20/2013	Camp 74 field trip		-			No	0000
205-530-515-5270	Purchased program services										
	65603 Total:	363.48									
	BRUNSWIC Total:	508.19									
	Brunswick Zone Recreation Cent Total:	508.19									
BSN Sports											
BSNSPORT											
95423181	07/03/2013	607.45	0.00	08/20/2013	Basketball rims for Parks		-			No	0000
205-430-515-5730	Program supplies										
	95423181 Total:	607.45									
	BSNSPORT Total:	607.45									
	BSN Sports Total:	607.45									
Canon Financial Services											
CANONFIN											
12883475	07/02/2013	342.01	0.00	08/20/2013	Lease Payment - CD - July		-			No	0000
101-000-210-2650	Contractor Permits Payable										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
12883475	07/02/2013	373.50	0.00	08/20/2013	Lease Payment - Parks - July		-			No	0000
205-500-515-5440	R&M - office equipment										
12883475	07/02/2013	317.00	0.00	08/20/2013	Lease Payment - PD - July		-			No	0000
101-210-511-5440	R&M - office equipment										
	12883475 Total:	1,032.51									
	CANONFIN Total:	1,032.51									
	Canon Financial Services Total:	1,032.51									
Canon Solutions America											
CANN											
988017007	06/15/2013	251.65	0.00	08/20/2013	Maintenance for copier - June		-			No	0000
101-210-511-5440	R&M - office equipment										
	988017007 Total:	251.65									
988027944	07/02/2013	166.30	0.00	08/20/2013	Finance monthly maintenance - July		-			No	0000
101-210-511-5440	R&M - office equipment										
	988027944 Total:	166.30									
988027945	07/02/2013	188.97	0.00	08/20/2013	Maintenance for copier - July		-			No	0000
101-210-511-5440	R&M - office equipment										
	988027945 Total:	188.97									
988033204	07/02/2013	370.29	0.00	08/20/2013	Admin. monthly maintenance - June		-			No	0000
101-210-511-5440	R&M - office equipment										
	988033204 Total:	370.29									
988034343	07/09/2013	251.65	0.00	08/20/2013	Maintenance for plotter - July 2013		-			No	0000
101-210-511-5440	R&M - office equipment										
	988034343 Total:	251.65									
	CANN Total:	1,228.86									
	Canon Solutions America Total:	1,228.86									
Canon Solutions America, Inc											
CANONSOL											
130823	06/01/2013	373.13	0.00	08/20/2013	Monthly meter read - Bldg - May		-			No	0000
101-000-210-2650	Contractor Permits Payable										
130823	06/01/2013	422.16	0.00	08/20/2013	Monthly meter read - Parks - May		-			No	0000
205-500-515-5440	R&M - office equipment										
130823	06/01/2013	228.97	0.00	08/20/2013	Monthly meter read - Police - May		-			No	0000
101-210-511-5440	R&M - office equipment										
	130823 Total:	1,024.26									
	CANONSOL Total:	1,024.26									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Canon Solutions America, Inc Total:	1,024.26									
CDW Government											
CDWGOV											
DC32671	06/24/2013	786.62	0.00	08/20/2013	Replacement UPS - Fire Dept		-			No	0000
101-250-511-6530	Equipment - data processing										
	DC32671 Total:	786.62									
DC32980	06/24/2013	67.89	0.00	08/20/2013	Back up NAS replacement		-			No	0000
101-250-511-6530	Equipment - data processing										
	DC32980 Total:	67.89									
	CDWGOV Total:	854.51									
	CDW Government Total:	854.51									
Chicago Communications, LLC											
CHGOCOMM											
148120	04/30/2013	802.68	0.00	08/20/2013	High gain antenna for A7		-			No	0000
101-350-512-5410	R&M - communications equipment										
	148120 Total:	802.68									
249973	06/24/2013	130.00	0.00	08/20/2013	Firetide system service call		-			No	0000
101-250-511-5340	Maintenance Agreement Expense										
	249973 Total:	130.00									
250108	07/02/2013	24.03	0.00	08/20/2013	C.C.S. maintenance for April, 2013		-			No	0000
101-400-511-5410	R&M - communications equipment										
250108	07/02/2013	27.06	0.00	08/20/2013	C.C.S. maintenance for April, 2013		-			No	0000
101-410-511-5410	R&M - communications equipment										
250108	07/02/2013	34.59	0.00	08/20/2013	C.C.S. maintenance for April, 2013		-			No	0000
205-430-515-5410	R&M - communications equipment										
250108	07/02/2013	39.59	0.00	08/20/2013	C.C.S. maintenance for April, 2013		-			No	0000
660-620-519-5410	R&M - communications equipment										
250108	07/02/2013	50.08	0.00	08/20/2013	C.C.S. maintenance for April, 2013		-			No	0000
101-440-513-5410	R&M - communications equipment										
	250108 Total:	175.35									
	CHGOCOMM Total:	1,108.03									
	Chicago Communications, LLC Total:	1,108.03									
Chicago Metropolitan Fire Prev											
CHGOMETR											
56637	06/28/2013	1,632.75	0.00	08/20/2013	Fire extinguishers service & maintenance		-			No	0000
101-350-512-5430	R&M - Fire & EMS equipment										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	56637 Total:	1,632.75									
57171	06/28/2013	340.00	0.00	08/20/2013	Fire sprinkler system service call		-			No	0000
101-350-512-5430	R&M - Fire & EMS equipment										
	57171 Total:	340.00									
	CHGOMETR Total:	1,972.75									
	Chicago Metropolitan Fire Prev Total:	1,972.75									
Chin Eddie											
CHINE											
120478	07/25/2012	3,000.00	0.00	08/20/2013	Refund - Site development deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	120478 Total:	3,000.00									
	CHINE Total:	3,000.00									
	Chin Eddie Total:	3,000.00									
Chou Song											
CHOWS											
06072013	06/07/2013	40.00	0.00	08/20/2013	Village sticker purchased in error		-			No	0000
101-000-410-4201	License - passenger car										
	06072013 Total:	40.00									
	CHOWS Total:	40.00									
	Chou Song Total:	40.00									
Clark Baird Smith, LLP											
CLARKBAI											
3458	07/03/2013	1,091.25	0.00	08/20/2013	Legal services for personnel matters		-			No	0000
101-230-511-5399	Other professional services										
	3458 Total:	1,091.25									
	CLARKBAI Total:	1,091.25									
	Clark Baird Smith, LLP Total:	1,091.25									
ClientFirst Consulting Group,											
CLIENTFI											
3378	06/30/2013	276.25	0.00	08/20/2013	Adjudication contingency		-			No	0000
101-250-511-5340	Maintenance Agreement Expense										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	3378 Total:	276.25									
3379	06/30/2013	552.50	0.00	08/20/2013	Document management		-			No	0000
101-250-511-5340	Maintenance Agreement Expense										
	3379 Total:	552.50									
3380	06/30/2013	906.25	0.00	08/20/2013	Firewall charges for 2014		-			No	0000
101-250-511-5340	Maintenance Agreement Expense										
	3380 Total:	906.25									
3381	06/30/2013	4,717.50	0.00	08/20/2013	IT Support		-			No	0000
101-250-511-5320	Consulting										
	3381 Total:	4,717.50									
3382	06/30/2013	595.00	0.00	08/20/2013	PC Replacement Project		-			No	0000
101-250-511-6530	Equipment - data processing										
	3382 Total:	595.00									
3383	06/30/2013	530.00	0.00	08/20/2013	Public Works project		-			No	0000
660-620-519-5490	R&M - water system equipment										
	3383 Total:	530.00									
3385	06/30/2013	880.00	0.00	08/20/2013	IT Strategy planning for 2014		-			No	0000
101-250-511-5320	Consulting										
	3385 Total:	880.00									
	CLIENTFI Total:	8,457.50									
	ClientFirst Consulting Group, Total:	8,457.50									
Coca-Cola Bottling Company											
COCACOLA											
368096603	07/01/2013	163.20	0.00	08/20/2013	Pop for Fire House pop machine		-			No	0000
101-210-511-5700	Office supplies										
	368096603 Total:	163.20									
	COCACOLA Total:	163.20									
	Coca-Cola Bottling Company Total:	163.20									
Duron Studio Photography											
DURON											
3132	06/27/2013	95.00	0.00	08/20/2013	Trustee portrait		-			No	0000
101-100-511-5799	Other materials & supplies										
3132	06/27/2013	75.00	0.00	08/20/2013	Print		-			No	0000
101-100-511-5799	Other materials & supplies										
	3132 Total:	170.00									
	DURON Total:	170.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Duron Studio Photography Total:	170.00									
Fedex											
FEDEX											
898935369115	06/28/2013	48.72	0.00	08/20/2013	Shipping - GFOA		-			No	0000
101-210-511-5720	Postage										
	898935369115 Total:	48.72									
	FEDEX Total:	48.72									
	Fedex Total:	48.72									
Garvey Diane											
GARVEY											
DSpring2013	06/29/2013	1,090.60	0.00	08/20/2013	Sunday Spring Session		-			No	0000
205-503-515-5270	Purchased program services										
DSpring2013	06/29/2013	795.90	0.00	08/20/2013	Thursday Ripped		-			No	0000
205-503-515-5270	Purchased program services										
DSpring2013	06/29/2013	728.00	0.00	08/20/2013	Tuesday Spring		-			No	0000
205-503-515-5270	Purchased program services										
DSpring2013	06/29/2013	80.00	0.00	08/20/2013	Senior Exercise Sub		-			No	0000
205-570-515-5270	Purchased program services										
	DSpring2013 Total:	2,694.50									
	GARVEY Total:	2,694.50									
	Garvey Diane Total:	2,694.50									
Gateway EDI											
GATEWAY											
7108071300	07/01/2013	132.59	0.00	08/20/2013	Claims transaction fee - June 2013		-			No	0000
101-000-410-4315	Ambulance & EMS fees										
	7108071300 Total:	132.59									
	GATEWAY Total:	132.59									
	Gateway EDI Total:	132.59									
Grinius Erika											
GRINIUS											
07102013	07/10/2013	328.50	0.00	08/20/2013	Refund - Overtime		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	07102013 Total:	328.50									
	GRINIUS Total:	328.50									
	Grinius Erika Total:	328.50									
Hagg Press											
HAGG											
50642	06/28/2013	1,595.90	0.00	08/20/2013	Connectons newsletter - July Aug 2013		-			No	0000
101-100-511-5565	Village Newsletter										
	50642 Total:	1,595.90									
	HAGG Total:	1,595.90									
	Hagg Press Total:	1,595.90									
Halogen											
HALOGEN											
439239	07/11/2013	399.00	0.00	08/20/2013	Flow rate meter		-			No	0000
205-560-515-5405	R&M - buildings										
	439239 Total:	399.00									
	HALOGEN Total:	399.00									
	Halogen Total:	399.00									
Haque Lubna											
HAQUE											
07092013	07/09/2013	166.50	0.00	08/20/2013	Refund - Shelter rental		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07092013 Total:	166.50									
	HAQUE Total:	166.50									
	Haque Lubna Total:	166.50									
Health Endeavors											
HEALTHEN											
3328	07/05/2013	291.00	0.00	08/20/2013	Pre-Employment Screening - PD		-			No	0000
101-200-511-5599	Other contractual										
	3328 Total:	291.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	HEALTHEN Total:	291.00									
	Health Endeavors Total:	291.00									
Hoving Pit Stop											
HOVING											
69967	07/11/2013	90.00	0.00	08/20/2013	Portable toilet at Centennial		-			No	0000
205-430-515-5730	Program supplies										
	69967 Total:	90.00									
	HOVING Total:	90.00									
	Hoving Pit Stop Total:	90.00									
IL Municipal Retirement Fund											
ZZIMRF											
07082013	07/08/2013	13,290.69	0.00	08/20/2013	Employee - June 2013		-			No	0000
102-000-210-2023	Employee IMRF withholding										
07082013	07/08/2013	32,539.86	0.00	08/20/2013	Employer - June 2013		-			No	0000
102-000-210-2023	Employee IMRF withholding										
07082013	07/08/2013	2,551.08	0.00	08/20/2013	SLEP - Retired Police Chief		-			No	0000
101-300-512-5080	Pension - regular										
	07082013 Total:	48,381.63									
	ZZIMRF Total:	48,381.63									
	IL Municipal Retirement Fund Total:	48,381.63									
Jovero Jerome											
JOVERO											
130191	05/09/2013	1,000.00	0.00	08/20/2013	Refund - driveway deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130191 Total:	1,000.00									
	JOVERO Total:	1,000.00									
	Jovero Jerome Total:	1,000.00									
Khan Mahmood											
KHANMAHM											
130315	06/10/2013	1,000.00	0.00	08/20/2013	Refund - Driveway deposit refund		-			No	0000
101-000-210-2620	Contractor bonds payable										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	130315 Total:	1,000.00									
	KHANMAHM Total:	1,000.00									
	Khan Mahmood Total:	1,000.00									
Landscape Concepts Management											
LANDSCAP											
55043	06/30/2013	109.25	0.00	08/20/2013	Mow, Blow,Trim/6759 Longmeadow		-			No	0000
101-000-410-4399	Other charges for services										
	55043 Total:	109.25									
	LANDSCAP Total:	109.25									
	Landscape Concepts Management Total:	109.25									
Marc Printing											
MARCP											
107026	07/05/2013	413.33	0.00	08/20/2013	Letterhead		-			No	0000
101-100-511-5799	Other materials & supplies										
107026	07/05/2013	41.00	0.00	08/20/2013	Shipping		-			No	0000
101-100-511-5799	Other materials & supplies										
	107026 Total:	454.33									
	MARCP Total:	454.33									
	Marc Printing Total:	454.33									
Meyer Charles											
MEYER											
07252013	07/25/2013	379.61	0.00	08/20/2013	Reimburse - Employee Appreciation Event		-			No	0000
101-200-511-5799	Other materials & supplies										
	07252013 Total:	379.61									
	MEYER Total:	379.61									
	Meyer Charles Total:	379.61									
Northwest Municipal Conference											
NWMNCCON											
9469	06/28/2013	150.00	0.00	08/20/2013	NWMC Annual Banquet Dinner		-			No	0000
101-100-511-5840	Meals										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
9469	06/28/2013	75.00	0.00	08/20/2013	NWMC Annual Banquet Dinner		-			No	0000
101-200-511-5840	Meals										
	9469 Total:	225.00									
9487	07/03/2013	225.00	0.00	08/20/2013	Elected officials institute thru NWMC		-			No	0000
101-100-511-5810	Conference & meeting registrat										
	9487 Total:	225.00									
	NWMNCCON Total:	450.00									
	Northwest Municipal Conference Total:	450.00									
Orange Crush LLC											
ORANGCRH											
437495	07/08/2013	527.25	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	437495 Total:	527.25									
437616	07/08/2013	293.55	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	437616 Total:	293.55									
	ORANGCRH Total:	820.80									
	Orange Crush LLC Total:	820.80									
Parks Plumbing & Sewer Inc											
PARKS											
130096	03/25/2013	500.00	0.00	08/20/2013	Refund - Sewer repair deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130096 Total:	500.00									
	PARKS Total:	500.00									
	Parks Plumbing & Sewer Inc Total:	500.00									
Patel Manisha											
PATEL MA											
130329	06/18/2013	1,000.00	0.00	08/20/2013	Refund - Driveway deposit refund		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130329 Total:	1,000.00									
	PATEL MA Total:	1,000.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Patel Manisha Total:	1,000.00									
Praxedis Rogelio											
PRAXEDIS											
06282013	06/28/2013	40.00	0.00	08/20/2013	Duplicate Vehicle sticker purchased		-			No	0000
101-000-410-4201	License - passenger car										
	06282013 Total:	40.00									
	PRAXEDIS Total:	40.00									
	Praxedis Rogelio Total:	40.00									
Promos 911											
PROMOS91											
3823	07/08/2013	250.00	0.00	08/20/2013	Scented pencils for Pub Ed station tours		-			No	0000
101-350-512-5730	Program supplies										
3823	07/08/2013	24.91	0.00	08/20/2013	Shipping & Handling		-			No	0000
101-350-512-5730	Program supplies										
	3823 Total:	274.91									
	PROMOS91 Total:	274.91									
	Promos 911 Total:	274.91									
Pump It Up											
PUMPITUP											
1-230	06/26/2013	536.00	0.00	08/20/2013	Little Lincolns Field Trip		-			No	0000
205-530-515-5270	Purchased program services										
	1-230 Total:	536.00									
1045-1230	06/28/2013	320.00	0.00	08/20/2013	Prairie Dogs field trip		-			No	0000
205-530-515-5270	Purchased program services										
	1045-1230 Total:	320.00									
	PUMPITUP Total:	856.00									
	Pump It Up Total:	856.00									
Roarty Elizabeth											
ROARTY											
07082013	07/08/2013	135.90	0.00	08/20/2013	Refund - Swim Lessons		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07082013 Total:	135.90									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	ROARTY Total:	135.90									
	Roarty Elizabeth Total:	135.90									
Safeway Inc											
DOMINICK											
1307051	07/05/2013	5.49	0.00	08/20/2013	Counselor of the week prizes		-			No	0000
205-520-515-5645	Concessions & food										
	1307051 Total:	5.49									
	DOMINICK Total:	5.49									
	Safeway Inc Total:	5.49									
Smart Industry Products											
SMART											
2706	07/09/2013	1,400.00	0.00	08/20/2013	40 gallon recycling cans - Proesel Park		-			No	0000
205-430-561-6599	Equipment - other										
	2706 Total:	1,400.00									
	SMART Total:	1,400.00									
	Smart Industry Products Total:	1,400.00									
Sportwide											
SPORTW											
456449	05/16/2013	570.00	0.00	08/20/2013	Swim Team uniforms		-			No	0000
205-562-515-5730	Program supplies										
	456449 Total:	570.00									
456980	05/23/2013	275.00	0.00	08/20/2013	Swim Team uniforms		-			No	0000
205-562-515-5730	Program supplies										
	456980 Total:	275.00									
458517	06/17/2013	2,594.00	0.00	08/20/2013	Swim Team uniforms		-			No	0000
205-562-515-5730	Program supplies										
	458517 Total:	2,594.00									
459664	06/21/2013	238.00	0.00	08/20/2013	Swim Team uniforms		-			No	0000
205-562-515-5730	Program supplies										
	459664 Total:	238.00									
460247	06/28/2013	147.00	0.00	08/20/2013	Swim Team uniforms		-			No	0000
205-562-515-5730	Program supplies										
	460247 Total:	147.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	SPORTW Total:	3,824.00									
	Sportwide Total:	3,824.00									
Spring Align of Palatine											
SPRINGAL											
93190	07/11/2013	1,550.64	0.00	08/20/2013	Repairs to E15		-			No	0000
101-350-512-5480	R&M - vehicles										
	93190 Total:	1,550.64									
	SPRINGAL Total:	1,550.64									
	Spring Align of Palatine Total:	1,550.64									
Sun-Times Media/Pioneer Press											
PIONEPRS											
592961-01	06/27/2013	96.00	0.00	08/20/2013	Ad - Side yard variance		-			No	0000
101-240-517-5510	Advertising										
	592961-01 Total:	96.00									
	PIONEPRS Total:	96.00									
	Sun-Times Media/Pioneer Press Total:	96.00									
U.S. FoodService, Inc.											
USFOODSE											
1634203	07/05/2013	1,082.82	0.00	08/20/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	1634203 Total:	1,082.82									
1682043	07/08/2013	909.70	0.00	08/20/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	1682043 Total:	909.70									
1798742	07/10/2013	1,226.17	0.00	08/20/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	1798742 Total:	1,226.17									
	USFOODSE Total:	3,218.69									
	U.S. FoodService, Inc. Total:	3,218.69									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Vertical Endeavors											
VERTICAL											
07032013aj	07/03/2013	336.00	0.00	08/20/2013	Adventure Camp Field Trip		-			No	0000
205-530-515-5270	Purchased program services										
	07032013aj Total:	336.00									
	VERTICAL Total:	336.00									
	Vertical Endeavors Total:	336.00									
	Report Total:	99,556.08									

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Accounts Payable
To Be Paid Proof List

User: jmm
Printed: 07/24/2013 - 10:51 AM
Batch: 102-08-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
1-800-RADIATOR & A/C											
1-800RAD											
51863995	05/02/2013	205.99	0.00	08/20/2013	Air conditioner for squad #216		-			No	0000
101-300-512-5480	R&M - vehicles										
	51863995 Total:	205.99									
51864286	05/02/2013	20.00	0.00	08/20/2013	Flush solvent for squad #216		-			No	0000
101-300-512-5480	R&M - vehicles										
	51864286 Total:	20.00									
51865066	05/03/2013	40.75	0.00	08/20/2013	A/C lube for squad #200		-			No	0000
101-300-512-5480	R&M - vehicles										
	51865066 Total:	40.75									
51867285	05/07/2013	107.00	0.00	08/20/2013	Evaporator for squad #200		-			No	0000
101-300-512-5480	R&M - vehicles										
	51867285 Total:	107.00									
51867286	05/07/2013	216.50	0.00	08/20/2013	Expand A/C, flush solvent for squad #200		-			No	0000
101-300-512-5480	R&M - vehicles										
	51867286 Total:	216.50									
	1-800RAD Total:	590.24									
	1-800-RADIATOR & A/C Total:	590.24									
303 Taxi											
303											
20342	07/02/2013	155.00	0.00	08/20/2013	Taxi coupons		-			No	0000
205-570-515-5280	Subsidized taxi program										
	20342 Total:	155.00									
	303 Total:	155.00									
	303 Taxi Total:	155.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Active Electrical Supply Co.,											
ACTIVELE											
10381577-00	07/08/2013	763.82	0.00	08/20/2013	Pipe conduit for generator at PD and VH		-			No	0000
101-420-511-5405	R&M - buildings										
	10381577-00 Total:	763.82									
10381619-00`	07/08/2013	4.71	0.00	08/20/2013	Bushings for generator at PD and VH		-			No	0000
101-420-511-5405	R&M - buildings										
	10381619-00` Total:	4.71									
	ACTIVELE Total:	768.53									
	Active Electrical Supply Co., Total:	768.53									
AKZO Nobel Paints, LLC											
AKZO											
12404014610	06/28/2013	802.50	0.00	08/20/2013	Yellow paint for street striping		-			No	0000
101-440-513-5730	Program supplies										
	12404014610 Total:	802.50									
	AKZO Total:	802.50									
	AKZO Nobel Paints, LLC Total:	802.50									
Alpha Baking Company											
ALPHABAK											
3055197023	07/16/2013	111.35	0.00	08/20/2013	Concession Stand buns		-			No	0000
205-563-515-5645	Concessions & food										
	3055197023 Total:	111.35									
	ALPHABAK Total:	111.35									
	Alpha Baking Company Total:	111.35									
American First Aid Services											
AFAS INC											
149909	07/09/2013	43.45	0.00	08/20/2013	First Aid refills		-			No	0000
101-400-511-5730	Program supplies										
	149909 Total:	43.45									
150301	07/17/2013	323.65	0.00	08/20/2013	Pool first aid supplies		-			No	0000
205-560-515-5730	Program supplies										
	150301 Total:	323.65									
151100	07/09/2013	43.15	0.00	08/20/2013	First Aid Supplies / Replenish		-			No	0000
101-300-512-5730	Program supplies										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	151100 Total:	43.15									
	AFAS INC Total:	410.25									
	American First Aid Services Total:	410.25									
American Public Works Assc											
AMERICAP											
208943	06/14/2013	695.00	0.00	08/20/2013	APWA Conference attendance		-			No	0000
101-400-511-5810	Conference and Meeting Registr										
	208943 Total:	695.00									
	AMERICAP Total:	695.00									
	American Public Works Assc Total:	695.00									
American Traffic Solutions											
ATS											
INV00012938	06/30/2013	4,733.33	0.00	08/20/2013	Monthly Contractual Fee - June		-			No	0000
101-300-512-5599	Other contractual										
	INV00012938 Total:	4,733.33									
INV00012939	06/30/2013	210.00	0.00	08/20/2013	Collection of unpaid violations		-			No	0000
101-300-512-5599	Other contractual										
	INV00012939 Total:	210.00									
	ATS Total:	4,943.33									
	American Traffic Solutions Total:	4,943.33									
Anyway Concrete, Inc											
ANYWAY											
130186	07/12/2013	1,000.00	0.00	08/20/2013	Refund - Driveway deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130186 Total:	1,000.00									
	ANYWAY Total:	1,000.00									
	Anyway Concrete, Inc Total:	1,000.00									
Bakija Bruno											
BAKIJA											
130301	06/06/2013	1,000.00	0.00	08/20/2013	Driveway deposit refund		-			No	0000
101-000-210-2620	Contractor bonds payable										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	130301 Total:	1,000.00									
	BAKIJA Total:	1,000.00									
	Bakija Bruno Total:	1,000.00									
Batteries Plus #890											
BATT											
890-101969	07/02/2013	101.25	0.00	08/20/2013	Battery for truck #28		-			No	0000
101-410-511-5480	R&M - vehicles										
	890-101969 Total:	101.25									
	BATT Total:	101.25									
	Batteries Plus #890 Total:	101.25									
Bearing Headquarters, Co.											
BEARHDQ											
4670589	03/13/2013	195.68	0.00	08/20/2013	Seal, fit for PW vehicles		-			No	0000
101-440-513-5480	R&M - vehicles										
	4670589 Total:	195.68									
	BEARHDQ Total:	195.68									
	Bearing Headquarters, Co. Total:	195.68									
Blanton Duane											
BLANTON											
130181	05/06/2013	500.00	0.00	08/20/2013	Refund - Service deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130181 Total:	500.00									
	BLANTON Total:	500.00									
	Blanton Duane Total:	500.00									
Bonner Mark											
BONNER											
13-6404	06/27/2013	72.50	0.00	08/20/2013	Reimbursement - 50/50 animal control		-			No	0000
101-400-511-5210	Animal control										
	13-6404 Total:	72.50									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	BONNER Total:	72.50									
	Bonner Mark Total:	72.50									
Buck Brothers, Inc.											
BUCK											
4015402	07/08/2013	131.97	0.00	08/20/2013	Bushing, pins for tractor #8		-			No	0000
205-430-515-5480	R&M - vehicles										
	4015402 Total:	131.97									
	BUCK Total:	131.97									
	Buck Brothers, Inc. Total:	131.97									
Canon Solutions America, Inc											
CANONSOL											
108401	04/01/2013	0.20	0.00	08/20/2013	Copier Usage - CM 4010 - February		-			No	0000
101-210-511-5440	R&M - office equipment										
	108401 Total:	0.20									
134389	07/01/2013	33.00	0.00	08/20/2013	Copier Maintenance - IM 3511 June		-			No	0000
101-210-511-5440	R&M - office equipment										
	134389 Total:	33.00									
13877	07/01/2013	303.27	0.00	08/20/2013	Copier Usage - CM 4010 - June		-			No	0000
101-210-511-5440	R&M - office equipment										
	13877 Total:	303.27									
4010016387	07/01/2013	21.72	0.00	08/20/2013	Copier Maintenance - IM 3511 June		-			No	0000
101-210-511-5440	R&M - office equipment										
	4010016387 Total:	21.72									
	CANONSOL Total:	358.19									
	Canon Solutions America, Inc Total:	358.19									
Chicago International Trucks											
CHGOINTL											
12015699	04/22/2013	19.58	0.00	08/20/2013	Fitting for truck #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	12015699 Total:	19.58									
	CHGOINTL Total:	19.58									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Chicago International Trucks Total:	19.58									
Chicago Metropolitan Fire Prev											
CHGOMETR											
IN0057205	06/28/2013	182.00	0.00	08/20/2013	Fire Alarm system repairs		-			No	0000
101-420-511-5405	R&M - buildings										
	IN0057205 Total:	182.00									
IN0057227	06/28/2013	391.00	0.00	08/20/2013	Sprinkler system repairs		-			No	0000
101-420-511-5405	R&M - buildings										
	IN0057227 Total:	391.00									
	CHGOMETR Total:	573.00									
	Chicago Metropolitan Fire Prev Total:	573.00									
Chmielewski Magdalena											
CHMIEL											
07122013	07/12/2013	356.48	0.00	08/20/2013	Refund - Prairie Dogs		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07122013 Total:	356.48									
	CHMIEL Total:	356.48									
	Chmielewski Magdalena Total:	356.48									
Chou Fen S											
CHOU											
06072013	07/16/2013	40.00	0.00	08/20/2013	Refund Village sticker - changed address		-			No	0000
101-000-410-4201	License - passenger car										
	06072013 Total:	40.00									
	CHOU Total:	40.00									
	Chou Fen S Total:	40.00									
Crain's Chicago Business											
CRAINS											
06302013	06/30/2013	48.98	0.00	08/20/2013	Subscription for Parks		-			No	0000
205-500-515-5599	Other contractual										
	06302013 Total:	48.98									
	CRAINS Total:	48.98									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Crain's Chicago Business Total:	48.98									
Custom Concrete Design											
CUSTOMCD											
130129	04/15/2013	1,000.00	0.00	08/20/2013	Driveway deposit refund		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130129 Total:	1,000.00									
	CUSTOMCD Total:	1,000.00									
	Custom Concrete Design Total:	1,000.00									
FSCI Corporate Office											
FSCI											
2013-592	06/04/2013	435.00	0.00	08/20/2013	4600 W. Touhy - June 2013		-			No	0000
101-240-517-5399	Other professional services										
	2013-592 Total:	435.00									
2013-636	06/12/2013	280.00	0.00	08/20/2013	7001 Ridge Ave. - June 2013		-			No	0000
101-240-517-5399	Other professional services										
	2013-636 Total:	280.00									
2013-644	06/07/2013	200.00	0.00	08/20/2013	6810 Mc Cormick - June 2013		-			No	0000
101-240-517-5399	Other professional services										
	2013-644 Total:	200.00									
	FSCI Total:	915.00									
	FSCI Corporate Office Total:	915.00									
Gemplers											
GEMPLERS											
1019624183	07/03/2013	389.95	0.00	08/20/2013	Rat bait for rat control		-			No	0000
101-440-513-5730	Program supplies										
	1019624183 Total:	389.95									
	GEMPLERS Total:	389.95									
	Gemplers Total:	389.95									
Gewalt Hamilton Associates Inc											
GEWALT											
4700.001-3	07/10/2013	5,088.00	0.00	08/20/2013	Crawford Watermain Design 2013		-			No	0000
660-620-519-5320	Consulting										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	4700.001-3 Total:	5,088.00									
	GEWALT Total:	5,088.00									
	Gewalt Hamilton Associates Inc Total:	5,088.00									
Got Laundry Chicago?, Inc.											
GOTLAUND											
234175	05/21/2013	22.00	0.00	08/20/2013	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	234175 Total:	22.00									
234558	05/28/2013	11.10	0.00	08/20/2013	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	234558 Total:	11.10									
235034	06/04/2013	16.50	0.00	08/20/2013	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	235034 Total:	16.50									
235375	06/11/2013	24.00	0.00	08/20/2013	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
235375	06/26/2013	5.50	0.00	08/20/2013	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	235375 Total:	29.50									
236801	07/09/2013	27.50	0.00	08/20/2013	Dry clean cell blankets		-			No	0000
101-300-512-5730	Program supplies										
	236801 Total:	27.50									
	GOTLAUND Total:	106.60									
	Got Laundry Chicago?, Inc. Total:	106.60									
Identity Sportswear											
IDENTITY											
421500	06/25/2013	63.47	0.00	08/20/2013	Uniforms - Community Operators		-			No	0000
101-300-512-5070	Uniform allowance										
	421500 Total:	63.47									
421501	06/25/2013	188.00	0.00	08/20/2013	Uniforms - Community Operators		-			No	0000
101-300-512-5070	Uniform allowance										
	421501 Total:	188.00									
	IDENTITY Total:	251.47									
	Identity Sportswear Total:	251.47									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
ILEAS											
ILEAS											
DUES3146	07/09/2013	120.00	0.00	08/20/2013	Dues - 2013		-			No	0000
101-300-512-5570	Professional associations										
	DUES3146 Total:	120.00									
	ILEAS Total:	120.00									
	ILEAS Total:	120.00									
Kiesler's Police Supply											
KIESLERS											
0700123	06/11/2013	6,384.69	0.00	08/20/2013	Ammunition for Range		-			No	0000
101-300-512-5610	Ammunition & range supplies										
	0700123 Total:	6,384.69									
0700123A	07/18/2013	2,617.95	0.00	08/20/2013	Ammunition for Range		-			No	0000
101-300-512-5610	Ammunition & range supplies										
	0700123A Total:	2,617.95									
	KIESLERS Total:	9,002.64									
	Kiesler's Police Supply Total:	9,002.64									
Lands' End Business Outfitters											
LANDSEND											
854406	06/25/2013	127.80	0.00	08/20/2013	Clothing - Building		-			No	0000
101-240-517-5799	Other materials & supplies										
	854406 Total:	127.80									
	LANDSEND Total:	127.80									
	Lands' End Business Outfitters Total:	127.80									
Landscape Concepts Management											
LANDSCAP											
55125	07/08/2013	96.75	0.00	08/20/2013	Mow, Blow, Trim at 6400 Kenton		-			No	0000
101-000-410-4399	Other charges for services										
	55125 Total:	96.75									
	LANDSCAP Total:	96.75									
	Landscape Concepts Management Total:	96.75									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Maine-Niles Association of Spe											
MNASR											
13-109	07/05/2013	2,652.36	0.00	08/20/2013	Inclusion Services for July A		-			No	0000
205-580-515-5270	Purchased program services										
	13-109 Total:	2,652.36									
	MNASR Total:	2,652.36									
	Maine-Niles Association of Spe Total:	2,652.36									
Marc Printing											
MARCP											
105832	07/15/2013	1,574.00	0.00	08/20/2013	Budget Books 2013		-			No	0000
101-210-511-5560	Printing & copying services										
105832	07/15/2013	45.00	0.00	08/20/2013	Shipping		-			No	0000
101-210-511-5560	Printing & copying services										
	105832 Total:	1,619.00									
	MARCP Total:	1,619.00									
	Marc Printing Total:	1,619.00									
Martin Sandra											
MARTINS											
REIM071713SMA	07/17/2013	27.12	0.00	08/20/2013	Reimbursement Meals		-			No	0000
101-300-512-5850	Purchased Transportation										
	REIM071713SMA Total:	27.12									
REIM071713SMM	07/17/2013	15.00	0.00	08/20/2013	Reimbursement Meals		-			No	0000
101-300-512-5840	Meals										
	REIM071713SMM Total:	15.00									
	MARTINS Total:	42.12									
	Martin Sandra Total:	42.12									
Morazoni Carol											
MORAZONI											
556500	07/14/2013	138.30	0.00	08/20/2013	Reimbursement - Costco Order for Pool		-			No	0000
205-563-515-5649	Supplies										
	556500 Total:	138.30									
	MORAZONI Total:	138.30									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Morazoni Carol Total:	138.30									
Northwest Police Academy											
NWPDACAD											
2013-14 NWPA MF	07/16/2013	50.00	0.00	08/20/2013	Membership renewal 2013-2014		-			No	0000
101-300-512-5570	Professional associations										
	2013-14 NWPA MF Total:	50.00									
	NWPDACAD Total:	50.00									
	Northwest Police Academy Total:	50.00									
Orange Crush LLC											
ORANGCRH											
437860	07/09/2013	304.00	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	437860 Total:	304.00									
437924	07/10/2013	815.42	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	437924 Total:	815.42									
	ORANGCRH Total:	1,119.42									
	Orange Crush LLC Total:	1,119.42									
Pitney Bowes											
PITNEYBO											
2355016-JY13	07/13/2013	262.26	0.00	08/20/2013	Rental fees - Jun 30 - July 30, 2013		-			No	0000
101-210-511-5440	R&M - office equipment										
	2355016-JY13 Total:	262.26									
	PITNEYBO Total:	262.26									
	Pitney Bowes Total:	262.26									
Print Xpress											
PRINTX											
P71504	07/15/2013	60.00	0.00	08/20/2013	LPD Envelopes #10		-			No	0000
101-300-512-5560	Printing & copying services										
	P71504 Total:	60.00									
	PRINTX Total:	60.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Print Xpress Total:	60.00									
Printwell Printing											
PRINTWEL											
43571	07/18/2013	279.80	0.00	08/20/2013	Pet License Forms		-			No	0000
101-210-511-5560	Printing & copying services										
	43571 Total:	279.80									
	PRINTWEL Total:	279.80									
	Printwell Printing Total:	279.80									
Ray O'Herron Inc											
RAYOHERR											
1321340-IN	07/15/2013	239.94	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	1321340-IN Total:	239.94									
	RAYOHERR Total:	239.94									
	Ray O'Herron Inc Total:	239.94									
Robbins, Salomon & Patt, LTD											
RS&PLTD											
164939	07/11/2013	1,050.00	0.00	08/20/2013	Munic Proesel/Traffic Violation - June		-			No	0000
101-230-511-5399	Other professional services										
	164939 Total:	1,050.00									
164940	07/11/2013	390.00	0.00	08/20/2013	Adjudicative Hearings - June		-			No	0000
101-230-511-5399	Other professional services										
	164940 Total:	390.00									
	RS&PLTD Total:	1,440.00									
	Robbins, Salomon & Patt, LTD Total:	1,440.00									
Sevilla Francisco											
SEVILLA											
110656	10/24/2011	3,000.00	0.00	08/20/2013	Refund - Site Development		-			No	0000
101-000-210-2620	Contractor bonds payable										
	110656 Total:	3,000.00									
	SEVILLA Total:	3,000.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Sevilla Francisco Total:	3,000.00									
Spyratos Jimmy											
SPYRATOS											
07182013	07/18/2013	82.26	0.00	08/20/2013	2012 Utility Tax Rebate		-			No	0000
101-000-410-4050	Utility tax - electric										
07182013	07/18/2013	35.12	0.00	08/20/2013	2012 Utility Tax Rebate		-			No	0000
101-000-410-4055	Utility tax - natural gas										
07182013	07/18/2013	12.94	0.00	08/20/2013	2012 Utility Tax Rebate		-			No	0000
101-000-410-4060	Telecommunications tax										
	07182013 Total:	130.32									
	SPYRATOS Total:	130.32									
	Spyratos Jimmy Total:	130.32									
Spyratos Spyridon and Anastasia											
SPYRATO											
07182013	07/18/2013	34.39	0.00	08/20/2013	2012 Utitlity Tax Refund		-			No	0000
101-000-410-4050	Utility tax - electric										
07182013	07/18/2013	29.24	0.00	08/20/2013	2012 Utitlity Tax Refund		-			No	0000
101-000-410-4055	Utility tax - natural gas										
07182013	07/18/2013	11.80	0.00	08/20/2013	2012 Utitlity Tax Refund		-			No	0000
101-000-410-4060	Telecommunications tax										
	07182013 Total:	75.43									
	SPYRATO Total:	75.43									
	Spyratos Spyridon and Anastasia Total:	75.43									
Suburban Tree Consortium											
SUBURBAN											
05845-IN	05/29/2013	12,259.25	0.00	08/20/2013	Spring 2013 tree planting		-			No	0000
101-440-513-5250	Landscaping services										
05845-IN	05/29/2013	18,875.00	0.00	08/20/2013	Spring 2013 tree planting		-			No	0000
101-000-210-2991	Tree replacement reserve										
	05845-IN Total:	31,134.25									
	SUBURBAN Total:	31,134.25									
	Suburban Tree Consortium Total:	31,134.25									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Sun-Times Media/Pioneer Press											
PIONEPRS											
595674-01	07/04/2013	32.80	0.00	08/20/2013	Bid for street lighting improvements		-			No	0000
101-400-511-5510	Advertising										
	595674-01 Total:	32.80									
597080-01	07/04/2013	20.00	0.00	08/20/2013	Bid for 2013 rock salt		-			No	0000
101-400-511-5510	Advertising										
	597080-01 Total:	20.00									
	PIONEPRS Total:	52.80									
	Sun-Times Media/Pioneer Press Total:	52.80									
T.P.I. Building Code Consultan											
TPI											
6576	06/30/2013	6,424.71	0.00	08/20/2013	Plan Review - June		-			No	0000
101-240-517-5399	Other professional services										
6576	06/30/2013	10,530.00	0.00	08/20/2013	In House - June		-			No	0000
101-240-517-5399	Other professional services										
6576	06/30/2013	-233.30	0.00	08/20/2013	Discount		-			No	0000
101-240-517-5399	Other professional services										
	6576 Total:	16,721.41									
	TPI Total:	16,721.41									
	T.P.I. Building Code Consultan Total:	16,721.41									
The Lifeguard Store											
THELIFEG											
139710	07/11/2013	196.00	0.00	08/20/2013	Swim Team Polos		-			No	0000
205-560-515-5730	Program supplies										
	139710 Total:	196.00									
	THELIFEG Total:	196.00									
	The Lifeguard Store Total:	196.00									
Thor Guard											
THORGUAR											
35232	05/31/2013	100.00	0.00	08/20/2013	Compressors		-			No	0000
205-560-515-5405	R&M - buildings										
35232	05/31/2013	150.00	0.00	08/20/2013	Service Charge onsite		-			No	0000
205-560-515-5405	R&M - buildings										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
35232	05/31/2013	8.99	0.00	08/20/2013	Freight		-			No	0000
205-560-515-5405	R&M - buildings										
	35232 Total:	258.99									
	THORGUAR Total:	258.99									
	Thor Guard Total:	258.99									
TLO LLC											
TLO											
556811-06-13	07/01/2013	9.50	0.00	08/20/2013	System for Background research		-			No	0000
101-300-512-5399	Other professional services										
	556811-06-13 Total:	9.50									
	TLO Total:	9.50									
	TLO LLC Total:	9.50									
Traffic Control & Protection											
TRAFFICC											
77470	07/09/2013	762.60	0.00	08/20/2013	No Parking Signs		-			No	0000
101-440-513-5768	Street materials - signs & bar										
	77470 Total:	762.60									
	TRAFFICC Total:	762.60									
	Traffic Control & Protection Total:	762.60									
Trans Union Corp											
TRANSU											
6300784	06/25/2013	35.00	0.00	08/20/2013	Credit checks on applicants		-			No	0000
101-300-512-5399	Other professional services										
	6300784 Total:	35.00									
	TRANSU Total:	35.00									
	Trans Union Corp Total:	35.00									
U.S. FoodService, Inc.											
USFOODSE											
1848447	07/12/2013	337.40	0.00	08/20/2013	Concession Stand - Pool		-			No	0000
205-563-515-5645	Concessions & food										
	1848447 Total:	337.40									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
1893648	07/14/2013	2,188.66	0.00	08/20/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	1893648 Total:	2,188.66									
	USFOODSE Total:	2,526.06									
	U.S. FoodService, Inc. Total:	2,526.06									
VCG Uniform											
VCGUNIFO											
7717	06/30/2013	300.00	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7717 Total:	300.00									
7718	07/06/2013	73.90	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7718 Total:	73.90									
7804	06/30/2013	243.75	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7804 Total:	243.75									
	VCGUNIFO Total:	617.65									
	VCG Uniform Total:	617.65									
Vollmar Clay Products Company											
VOLLMER											
158987	06/06/2013	447.40	0.00	08/20/2013	PVC, banks, shear for sewer repairs		-			No	0000
660-620-519-5793	Water system supplies										
	158987 Total:	447.40									
159143	06/25/2013	15.50	0.00	08/20/2013	Mechanical Plugs		-			No	0000
660-620-519-5793	Water system supplies										
	159143 Total:	15.50									
159178	06/28/2013	334.00	0.00	08/20/2013	Bands, concrete rises for sewer repairs		-			No	0000
660-620-519-5793	Water system supplies										
	159178 Total:	334.00									
	VOLLMER Total:	796.90									
	Vollmar Clay Products Company Total:	796.90									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
West Payment Center											
WESTPAY											
6087066188	06/18/2013	91.52	0.00	08/20/2013	IL Compiled Statues Volume 1-4		-			No	0000
101-300-512-5620	Books & publications										
	6087066188 Total:	91.52									
6087163798	06/24/2013	114.40	0.00	08/20/2013	IL Compiled Statues Volume 5-9		-			No	0000
101-300-512-5620	Books & publications										
	6087163798 Total:	114.40									
6087457980	07/01/2013	288.60	0.00	08/20/2013	Law Pamphlet		-			No	0000
101-300-512-5620	Books & publications										
	6087457980 Total:	288.60									
6087533559	07/02/2013	247.56	0.00	08/20/2013	Search & Seizure Bulletin - July 13-14		-			No	0000
101-300-512-5620	Books & publications										
	6087533559 Total:	247.56									
827558619	07/01/2013	144.32	0.00	08/20/2013	Investigative Suite Background checks		-			No	0000
101-300-512-5399	Other professional services										
	827558619 Total:	144.32									
	WESTPAY Total:	886.40									
	West Payment Center Total:	886.40									
West Side Tractor Sales											
WESTSIDE											
S97386	07/01/2013	41.93	0.00	08/20/2013	Filters for PW Vehicles		-			No	0000
101-440-513-5480	R&M - vehicles										
S97386	07/01/2013	41.94	0.00	08/20/2013	Filters for PW Vehicles		-			No	0000
660-620-519-5480	R&M - vehicles										
S97386	07/01/2013	41.94	0.00	08/20/2013	Filters for PW Vehicles		-			No	0000
101-440-513-5480	R&M - vehicles										
S97386	07/01/2013	41.94	0.00	08/20/2013	Filters for PW Vehicles		-			No	0000
205-430-515-5480	R&M - vehicles										
	S97386 Total:	167.75									
	WESTSIDE Total:	167.75									
	West Side Tractor Sales Total:	167.75									
Wheeling Park District											
WHEELGPD											
346091	07/09/2013	651.50	0.00	08/20/2013	Adventure Camp Field Trip		-			No	0000
205-530-515-5270	Purchased program services										
	346091 Total:	651.50									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	WHEELGPD Total:	651.50									
	Wheeling Park District Total:	651.50									
	Report Total:	95,897.80									

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Accounts Payable
To Be Paid Proof List

User: jmm
Printed: 07/25/2013 - 9:16 AM
Batch: 103-08-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Amazon											
AMAZON											
359567685471	06/13/2013	14.76	0.00	08/20/2013	Office Supplies Administration		-			No	0000
101-200-511-5700	Office supplies										
	359567685471 Total:	14.76									
359569440953	06/12/2013	17.88	0.00	08/20/2013	Office Supplies Finance		-			No	0000
101-210-511-5700	Office supplies										
	359569440953 Total:	17.88									
	AMAZON Total:	32.64									
	Amazon Total:	32.64									
American Express											
AMEREXP											
31083070113	07/01/2013	110.41	0.00	08/20/2013	CDW - molded patch cables		-			No	0000
101-350-512-5799	Other materials & supplies										
	31083070113 Total:	110.41									
31083071013	07/10/2013	299.10	0.00	08/20/2013	Cards Direct - Get Well cards		-			No	0000
101-350-512-5730	Program supplies										
	31083071013 Total:	299.10									
31158071113	07/11/2013	45.00	0.00	08/20/2013	Membership fees - Assistant Village Mgr		-			No	0000
101-210-511-5725	Bank & Credit Card Fees										
31158071113	07/11/2013	45.00	0.00	08/20/2013	Membership fees - Finance Director		-			No	0000
101-210-511-5725	Bank & Credit Card Fees										
	31158071113 Total:	90.00									
32008061813	06/18/2013	31.67	0.00	08/20/2013	Cake for student achievers		-			No	0000
101-100-511-5840	Meals										
32008061813	06/18/2013	50.00	0.00	08/20/2013	Donation		-			No	0000
101-100-511-5799	Other materials & supplies										
	32008061813 Total:	81.67									
32008062013	06/20/2013	743.19	0.00	08/20/2013	Hotel - ILCMA Summer Conference		-			No	0000
101-200-511-5830	Lodging										
	32008062013 Total:	743.19									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
32008062713	06/27/2013	20.00	0.00	08/20/2013	Immigration reform with Dick Durbin		-			No	0000
101-100-511-5810	Conference & meeting registrat										
	32008062713 Total:	20.00									
32008070813	07/08/2013	5.00	0.00	08/20/2013	Parking Immigration meeting		-			No	0000
101-100-511-5820	Local mileage, parking & tolls										
	32008070813 Total:	5.00									
32008070913	07/09/2013	365.00	0.00	08/20/2013	Job Posting - Crossing guard		-			No	0000
101-200-511-5510	Advertising										
	32008070913 Total:	365.00									
33071062213	06/22/2013	43.86	0.00	08/20/2013	Lunch meeting		-			No	0000
101-400-511-5840	Meals										
	33071062213 Total:	43.86									
35142052813	05/28/2013	327.25	0.00	08/20/2013	Chicago Trolley - adventure camp trip		-			No	0000
205-530-515-5270	Purchased program services										
	35142052813 Total:	327.25									
35142061113	06/11/2013	47.96	0.00	08/20/2013	L'Woods - Accreditation meeting		-			No	0000
205-500-515-5840	Meals										
35142061113	06/11/2013	864.00	0.00	08/20/2013	ARC - Red Cross training		-			No	0000
205-560-515-5590	Training										
	35142061113 Total:	911.96									
35142061213	06/12/2013	89.35	0.00	08/20/2013	S & S Worldwide - camp supplies		-			No	0000
205-530-515-5730	Program supplies										
	35142061213 Total:	89.35									
35142061313	06/13/2013	47.35	0.00	08/20/2013	ID Wholesalers - staff lanyards		-			No	0000
205-530-515-5730	Program supplies										
	35142061313 Total:	47.35									
35142061713	06/17/2013	-23.34	0.00	08/20/2013	Vista Print Credit		-			No	0000
205-504-515-5799	Other materials & supplies										
	35142061713 Total:	-23.34									
35142061813	06/18/2013	891.26	0.00	08/20/2013	CT Flags - tents for concerts		-			No	0000
205-504-515-5510	Advertising										
	35142061813 Total:	891.26									
35142061913	06/19/2013	286.25	0.00	08/20/2013	Shoreline sightseeing - camp trip		-			No	0000
205-530-515-5270	Purchased program services										
35142061913	06/19/2013	107.50	0.00	08/20/2013	Little Caesars - camp participants lunch		-			No	0000
205-530-515-5645	Concessions & food										
35142061913	06/19/2013	447.50	0.00	08/20/2013	Little Caesars - camp participants lunch		-			No	0000
205-530-515-5645	Concessions & food										
35142061913	06/19/2013	400.00	0.00	08/20/2013	Sky High Sports - Camp 74 field trip		-			No	0000
205-530-515-5270	Purchased program services										
35142061913	06/19/2013	190.00	0.00	08/20/2013	Sinatra Show - Senior trip		-			No	0000
205-570-515-5270	Purchased program services										
	35142061913 Total:	1,431.25									
35142062013	06/20/2013	510.00	0.00	08/20/2013	Sky High Sports - camp field trip		-			No	0000
205-530-515-5270	Purchased program services										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
35142062013	06/20/2013	11.00	0.00	08/20/2013	Fun Express - birthday party supplies		-			No	0000
205-506-515-5730	Program supplies										
35142062013	06/20/2013	97.15	0.00	08/20/2013	Fun Express - camp supplies		-			No	0000
205-530-515-5730	Program supplies										
	35142062013 Total:	618.15									
35142062413	06/24/2013	40.15	0.00	08/20/2013	L'Woods accreditation visit		-			No	0000
205-500-515-5840	Meals										
	35142062413 Total:	40.15									
35142062513	06/25/2013	42.95	0.00	08/20/2013	The Presidents Challenge Fitness camp		-			No	0000
205-530-515-5730	Program supplies										
	35142062513 Total:	42.95									
35142062613	06/26/2013	99.95	0.00	08/20/2013	Keifer - lane flags for swim meets		-			No	0000
205-562-515-5730	Program supplies										
35142062613	06/26/2013	270.00	0.00	08/20/2013	Tickets.com - Wrigley Field Tour		-			No	0000
205-530-515-5270	Purchased program services										
35142062613	06/26/2013	611.00	0.00	08/20/2013	Laserquest - camp activity		-			No	0000
205-530-515-5270	Purchased program services										
35142062613	06/26/2013	275.00	0.00	08/20/2013	Starved Rock Lodge - senior trip		-			No	0000
205-570-515-5270	Purchased program services										
	35142062613 Total:	1,255.95									
35142062713	06/27/2013	160.00	0.00	08/20/2013	Tall Windy Ship camp trip		-			No	0000
205-530-515-5270	Purchased program services										
	35142062713 Total:	160.00									
35142062813	06/28/2013	325.00	0.00	08/20/2013	Laserquest - camp activity		-			No	0000
205-530-515-5270	Purchased program services										
	35142062813 Total:	325.00									
35142062913	06/29/2013	76.43	0.00	08/20/2013	Dunkin Donuts - pool staff in service		-			No	0000
205-560-515-5645	Concessions & food										
	35142062913 Total:	76.43									
35142070213	07/02/2013	490.44	0.00	08/20/2013	The Lifeguard Store		-			No	0000
205-560-515-5499	R&M - other										
35142070213	07/02/2013	114.50	0.00	08/20/2013	The Lifeguard Store		-			No	0000
205-560-515-5499	R&M - other										
	35142070213 Total:	604.94									
35142070313	07/03/2013	320.00	0.00	08/20/2013	Tall Windy Ship summer camp trip		-			No	0000
205-530-515-5270	Purchased program services										
35142070313	07/03/2013	540.00	0.00	08/20/2013	Little Caesars camp lunch		-			No	0000
205-530-515-5645	Concessions & food										
	35142070313 Total:	860.00									
35142070813	07/02/2013	255.00	0.00	08/20/2013	Chicago WNBA field trip		-			No	0000
205-530-515-5270	Purchased program services										
	35142070813 Total:	255.00									
35142071013	07/10/2013	150.00	0.00	08/20/2013	Kohl Children's museum		-			No	0000
205-520-515-5270	Purchased program services										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
35142071013	07/10/2013	520.00	0.00	08/20/2013	Legoland - camp field trip		-			No	0000
205-530-515-5270	Purchased program services										
	35142071013 Total:	670.00									
35142071113	07/11/2013	126.00	0.00	08/20/2013	Chicago Childrens Museum - camp		-			No	0000
205-530-515-5270	Purchased program services										
	35142071113 Total:	126.00									
	AMEREXP Total:	10,467.88									
	American Express Total:	10,467.88									
Call One											
CALLONE											
1010-7823-0001	07/15/2013	2,362.06	0.00	08/20/2013	Admin/Police Lines /Circuits		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0001 Total:	2,362.06									
1010-7823-0002	07/15/2013	268.94	0.00	08/20/2013	Standpipe SCADA Circuit		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0002 Total:	268.94									
1010-7823-0003	07/15/2013	157.89	0.00	08/20/2013	Police Radio Circuit		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0003 Total:	157.89									
1010-7823-0004	07/15/2013	46.89	0.00	08/20/2013	Aquatic Center Backup		-			No	0000
205-560-515-5580	Telephone										
	1010-7823-0004 Total:	46.89									
1010-7823-0007	07/15/2013	9.08	0.00	08/20/2013	Public Works Point to Point		-			No	0000
101-210-511-5580	Telephone										
1010-7823-0007	07/15/2013	367.93	0.00	08/20/2013	Public Works Point to Point		-			No	0000
660-610-519-5580	Telephone										
	1010-7823-0007 Total:	377.01									
1010-7823-0008	07/15/2013	27.35	0.00	08/20/2013	Pump House Line		-			No	0000
660-610-519-5580	Telephone										
	1010-7823-0008 Total:	27.35									
1010-7823-0009	07/15/2013	443.39	0.00	08/20/2013	Red Center Connection		-			No	0000
101-210-511-5580	Telephone										
	1010-7823-0009 Total:	443.39									
1010-7823-0010	07/15/2013	393.02	0.00	08/20/2013	Municipal Center PRI		-			No	0000
660-610-519-5580	Telephone										
	1010-7823-0010 Total:	393.02									
	CALLONE Total:	4,076.55									
	Call One Total:	4,076.55									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Commonwealth Edison											
COMED											
0008132018	07/10/2013	620.38	0.00	08/20/2013	Electrical - Kostner Morse - 6/7-7/9		-			No	0000
101-440-513-5785	Utilities - public way										
	0008132018 Total:	620.38									
0104767008	07/12/2013	2,348.42	0.00	08/20/2013	Electrical - Pump Station - 6/10-7/10		-			No	0000
660-620-519-5785	Utilities - public way										
	0104767008 Total:	2,348.42									
0933017059	07/11/2013	423.74	0.00	08/20/2013	Electrical - 6754 Cicero - 6/10-7/10		-			No	0000
101-440-513-5785	Utilities - public way										
	0933017059 Total:	423.74									
1700314004	07/12/2013	22.73	0.00	08/20/2013	Electrical - Siren/Pratt - 6/10-7/11		-			No	0000
101-440-513-5785	Utilities - public way										
	1700314004 Total:	22.73									
1784010001	07/12/2013	428.56	0.00	08/20/2013	Electrical - Shelter/Proesel - 6/7-7/9		-			No	0000
101-440-513-5785	Utilities - public way										
	1784010001 Total:	428.56									
1784059008	07/10/2013	1,481.14	0.00	08/20/2013	Electrical - NS Morse - 6/77-7/9		-			No	0000
101-440-513-5785	Utilities - public way										
	1784059008 Total:	1,481.14									
1784346006	07/10/2013	175.02	0.00	08/20/2013	Electrical - SS Touhy - 6/7-7/9		-			No	0000
101-440-513-5785	Utilities - public way										
	1784346006 Total:	175.02									
1784521009	07/10/2013	18.00	0.00	08/20/2013	Electrical - WS Cicero - 6/10-7/9		-			No	0000
101-440-513-5785	Utilities - public way										
	1784521009 Total:	18.00									
2187009072	07/09/2013	284.08	0.00	08/20/2013	Electrical - 7000 McCormick - 6/10-7/9		-			No	0000
101-440-513-5785	Utilities - public way										
	2187009072 Total:	284.08									
2649157097	07/09/2013	131.60	0.00	08/20/2013	Electrical - 3550 Pratt - 6/6-7/8		-			No	0000
101-440-513-5785	Utilities - public way										
2649157097	07/10/2013	142.07	0.00	08/20/2013	Electrical - Water Tower - 6/6-7/8		-			No	0000
660-620-519-5785	Utilities - public way										
	2649157097 Total:	273.67									
4147167024	07/12/2013	3,159.65	0.00	08/20/2013	Electrical - 7055 Kostner - 6/10-7/11		-			No	0000
101-440-513-5785	Utilities - public way										
	4147167024 Total:	3,159.65									
4413156059	07/12/2013	91.11	0.00	08/20/2013	Electrical - 7300 Cicero - 6/10-7/11		-			No	0000
101-440-513-5785	Utilities - public way										
	4413156059 Total:	91.11									
4791110064	07/12/2013	210.61	0.00	08/20/2013	Electrical - 3928 Touhy - 6/10-7/11		-			No	0000
101-440-513-5785	Utilities - public way										
	4791110064 Total:	210.61									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	COMED Total:	9,537.11									
	Commonwealth Edison Total:	9,537.11									
FIA Card Services											
FIACARD											
3446060613	06/06/2013	80.11	0.00	08/20/2013	Lunch - New Accountant Orientation	-				No	0000
101-210-511-5840	Meals										
	3446060613 Total:	80.11									
3446061313	06/13/2013	40.00	0.00	08/20/2013	I Pass Replenishment	-				No	0000
101-210-511-5820	Local mileage, parking & tolls										
	3446061313 Total:	40.00									
3462060413	06/04/2013	64.05	0.00	08/20/2013	Plug n play online registration - June	-				No	0000
205-500-515-5725	Credit card charges										
	3462060413 Total:	64.05									
3462061413	06/14/2013	875.97	0.00	08/20/2013	Guard/Manager Concession Uniforms	-				No	0000
205-560-515-5730	Program supplies										
	3462061413 Total:	875.97									
3462061713	06/17/2013	100.00	0.00	08/20/2013	Fedex - Red Cross swim lesson level	-				No	0000
205-560-515-5700	Office supplies										
	3462061713 Total:	100.00									
4909061113	06/11/2013	30.49	0.00	08/20/2013	Wal Mart camp supplies	-				No	0000
205-530-515-5730	Program supplies										
4909061113	06/11/2013	22.80	0.00	08/20/2013	Rite lock and safe	-				No	0000
205-530-515-5730	Program supplies										
	4909061113 Total:	53.29									
4909061313	06/13/2013	57.98	0.00	08/20/2013	Best Buy game for birthday party	-				No	0000
205-506-515-5730	Program supplies										
	4909061313 Total:	57.98									
4909061413	06/14/2013	4.98	0.00	08/20/2013	Dick's sporting goods /inflatable needle	-				No	0000
205-530-515-5730	Program supplies										
	4909061413 Total:	4.98									
4909062013	06/20/2013	400.00	0.00	08/20/2013	Pump it up - camp field trip	-				No	0000
205-530-515-5270	Purchased program services										
	4909062013 Total:	400.00									
4909062113	06/21/2013	3.99	0.00	08/20/2013	Dick's sporting goods counselor of week	-				No	0000
205-530-515-5730	Program supplies										
4909062113	06/21/2013	3.39	0.00	08/20/2013	Dominicks	-				No	0000
205-530-515-5645	Concessions & food										
	4909062113 Total:	7.38									
4909062413	06/24/2013	11.00	0.00	08/20/2013	Dollar Tree - camp activities	-				No	0000
205-530-515-5730	Program supplies										
	4909062413 Total:	11.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
4909062513	06/25/2013	15.98	0.00	08/20/2013	Party City - Candy/camp activity		-			No	0000
205-530-515-5730	Program supplies										
	4909062513 Total:	15.98									
4909062613	06/26/2013	9.94	0.00	08/20/2013	Walmart - socks for camp craft		-			No	0000
205-530-515-5730	Program supplies										
4909062613	06/26/2013	18.02	0.00	08/20/2013	Dunkin Donuts - camp staff meeting		-			No	0000
205-530-515-5590	Training										
	4909062613 Total:	27.96									
4909062813	06/28/2013	41.91	0.00	08/20/2013	Dominicks		-			No	0000
205-530-515-5645	Concessions & food										
	4909062813 Total:	41.91									
4909063013	06/30/2013	114.16	0.00	08/20/2013	Walmart - camp craft supplies		-			No	0000
205-530-515-5730	Program supplies										
	4909063013 Total:	114.16									
4909070313	07/03/2013	11.48	0.00	08/20/2013	Dunkin Donuts		-			No	0000
205-530-515-5590	Training										
	4909070313 Total:	11.48									
5279051013	05/10/2013	25.50	0.00	08/20/2013	Gage Cleaners - table cloth		-			No	0000
205-504-515-5799	Other materials & supplies										
	5279051013 Total:	25.50									
5279060613	06/06/2013	80.71	0.00	08/20/2013	Factory Card outlet - senior events		-			No	0000
205-570-515-5730	Program supplies										
	5279060613 Total:	80.71									
5279061013	06/10/2013	149.95	0.00	08/20/2013	Dick's Sporting Goods - canopy		-			No	0000
205-504-515-5730	Program supplies										
	5279061013 Total:	149.95									
5279061713	06/17/2013	197.60	0.00	08/20/2013	Dominicks - camp ice cream		-			No	0000
205-530-515-5645	Concessions & food										
5279061713	06/17/2013	17.97	0.00	08/20/2013	Dominicks - camp ice cream		-			No	0000
205-530-515-5645	Concessions & food										
	5279061713 Total:	215.57									
5279062013	06/20/2013	187.50	0.00	08/20/2013	M & M Limo - Senior Trip		-			No	0000
205-570-515-5270	Purchased program services										
5279062013	06/20/2013	187.50	0.00	08/20/2013	M & M Limo - Senior Trip		-			No	0000
205-570-515-5270	Purchased program services										
	5279062013 Total:	375.00									
5279062613	06/26/2013	10.00	0.00	08/20/2013	AMC Movie - chaperone movie ticket		-			No	0000
205-570-515-5270	Purchased program services										
	5279062613 Total:	10.00									
7588070813	07/08/2013	41.20	0.00	08/20/2013	Meeting with FPC Chair		-			No	0000
101-130-511-5730	Program supplies										
7588070813	07/08/2013	17.65	0.00	08/20/2013	Training class incidentals		-			No	0000
101-300-512-5730	Program supplies										
7588070813	07/08/2013	10.99	0.00	08/20/2013	Retirement of officer		-			No	0000
101-300-512-5730	Program supplies										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
7588070813	07/08/2013	147.88	0.00	08/20/2013	Office Supplies		-			No	0000
101-300-512-5700	Office supplies										
7588070813	07/08/2013	45.98	0.00	08/20/2013	DVD's		-			No	0000
101-300-512-5700	Office supplies										
7588070813	07/08/2013	129.98	0.00	08/20/2013	Hard Drive for backup server		-			No	0000
101-300-512-5640	Computer supplies										
7588070813	07/08/2013	-19.99	0.00	08/20/2013	Credit for returned CD's		-			No	0000
101-300-512-5700	Office supplies										
	7588070813 Total:	373.69									
	FIACARD Total:	3,136.67									
	FIA Card Services Total:	3,136.67									
Golf Mill Ford											
GOLFMILL											
335989P	07/16/2013	8.31	0.00	08/20/2013	Dipstick for A5		-			No	0000
101-350-512-5740	Repair parts										
	335989P Total:	8.31									
	GOLFMILL Total:	8.31									
	Golf Mill Ford Total:	8.31									
Halogen											
HALOGEN											
439679	07/17/2013	79.05	0.00	08/20/2013	Chlorine shock/vacuum end		-			No	0000
205-560-515-5405	R&M - buildings										
	439679 Total:	79.05									
	HALOGEN Total:	79.05									
	Halogen Total:	79.05									
Head Andy											
HEAD											
81213	07/15/2013	300.00	0.00	08/20/2013	Entertainer for Last Hurrah		-			No	0000
205-530-515-5720	Postage										
	81213 Total:	300.00									
	HEAD Total:	300.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Head Andy Total:	300.00									
Huynh Hen											
HUYNHH											
07182013	07/18/2013	210.00	0.00	08/20/2013	Refund - Swim Team		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07182013 Total:	210.00									
	HUYNHH Total:	210.00									
	Huynh Hen Total:	210.00									
IRMA											
IRMA											
SALES0012468	05/31/2013	-9,806.49	0.00	08/20/2013	May Monthly Deductible		-			No	0000
101-210-511-5260	Liability insurance										
	SALES0012468 Total:	-9,806.49									
SALES0012497	05/31/2013	3,874.02	0.00	08/20/2013	June Optional Deductible		-			No	0000
101-210-511-5260	Liability insurance										
	SALES0012497 Total:	3,874.02									
SALES0012535	05/31/2013	6,870.81	0.00	08/20/2013	June Monthly Deductible		-			No	0000
101-210-511-5260	Liability insurance										
	SALES0012535 Total:	6,870.81									
	IRMA Total:	938.34									
	IRMA Total:	938.34									
Kane McKenna & Associates											
KANEMKEN											
11763	06/28/2013	837.50	0.00	08/20/2013	Meetings/research - June2013		-			No	0000
101-240-517-5399	Other professional services										
	11763 Total:	837.50									
	KANEMKEN Total:	837.50									
	Kane McKenna & Associates Total:	837.50									
Kantor Gary											
KANTORG											
MAGIC10312013	07/17/2013	445.00	0.00	08/20/2013	Halloween Magician		-			No	0000
205-504-515-5270	Purchased program services										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	MAGIC10312013 Total:	445.00									
	KANTORG Total:	445.00									
	Kantor Gary Total:	445.00									
Lenny Hoffman Excavating Inc											
LENNY											
13-4468	04/26/2013	1,600.00	0.00	08/20/2013	Sewer repairs		-			No	0000
660-620-562-6400	Sewer system const/imprv										
	13-4468 Total:	1,600.00									
	LENNY Total:	1,600.00									
	Lenny Hoffman Excavating Inc Total:	1,600.00									
Marsicano Linda											
MARSICAN											
07182013	07/18/2013	193.50	0.00	08/20/2013	Refund - Little Lincolns		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07182013 Total:	193.50									
	MARSICAN Total:	193.50									
	Marsicano Linda Total:	193.50									
Nicor Gas											
NICOR											
1436840000	07/12/2013	222.97	0.00	08/20/2013	Natural Gas - Community Ctr. 6/10-7/10		-			No	0000
205-430-515-5780	Utilities - government buildin										
	1436840000 Total:	222.97									
3017240000	07/12/2013	238.39	0.00	08/20/2013	Natural Gas - Public Services. 6/10-7/10		-			No	0000
101-420-511-5780	Utilities - government buildin										
	3017240000 Total:	238.39									
5202340000	07/12/2013	355.71	0.00	08/20/2013	Natural Gas - Village Hall. 6/10-7/10		-			No	0000
101-420-511-5780	Utilities - government buildin										
	5202340000 Total:	355.71									
6202340000	07/12/2013	1,040.75	0.00	08/20/2013	Natural Gas - Public Safety. 6/10-7/10		-			No	0000
101-420-511-5780	Utilities - government buildin										
	6202340000 Total:	1,040.75									
	NICOR Total:	1,857.82									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Nicor Gas Total:	1,857.82									
North Suburban Employee Benefi											
NSEBENEF											
Aug - 13	07/15/2013	8,830.00	0.00	08/20/2013	Dental Bill - August 2013		-			No	0000
102-000-210-2028	Dental insurance premium withh										
	Aug - 13 Total:	8,830.00									
Jun-13	07/03/2013	63,410.00	0.00	08/20/2013	Employee Health Insurance PPO - June 13		-			No	0000
102-000-210-2027	Health insurance premium withh										
	Jun-13 Total:	63,410.00									
	NSEBENEF Total:	72,240.00									
	North Suburban Employee Benefi Total:	72,240.00									
Pitney Bowes Inc.											
PITBOWIN											
470019	07/15/2013	114.78	0.00	08/20/2013	Tape strips and ink cartridge/ postage		-			No	0000
101-210-511-5700	Office supplies										
	470019 Total:	114.78									
	PITBOWIN Total:	114.78									
	Pitney Bowes Inc. Total:	114.78									
Record-a-Hit Entertainment											
RECORDAH											
131642	07/17/2013	595.00	0.00	08/20/2013	Halloween Bounce House		-			No	0000
205-504-515-5270	Purchased program services										
	131642 Total:	595.00									
	RECORDAH Total:	595.00									
	Record-a-Hit Entertainment Total:	595.00									
Regional Emergency Dispatch											
REGIONAL											
222-14-08	07/15/2013	12,888.30	0.00	08/20/2013	August 2013 dues		-			No	0000
101-350-512-5599	Other contractual										
	222-14-08 Total:	12,888.30									
	REGIONAL Total:	12,888.30									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Regional Emergency Dispatch Total:	12,888.30									
Rock 'n' Kids, Inc.											
ROCK											
LWSU13	07/12/2013	312.00	0.00	08/20/2013	Summer Tot Class		-			No	0000
205-502-515-5030	Wages - part time hourly										
	LWSU13 Total:	312.00									
	ROCK Total:	312.00									
	Rock 'n' Kids, Inc. Total:	312.00									
Safeway Inc											
DOMINICK											
722031	07/15/2013	19.41	0.00	08/20/2013	Flower seeds for craft		-			No	0000
205-530-515-5645	Concessions & food										
	722031 Total:	19.41									
723087	07/17/2013	60.08	0.00	08/20/2013	Swim Team food/beverage		-			No	0000
205-562-515-5645	Concessions & food										
	723087 Total:	60.08									
805979	07/16/2013	26.36	0.00	08/20/2013	Watermelon and snack for warm up		-			No	0000
205-530-515-5645	Concessions & food										
	805979 Total:	26.36									
809221	07/22/2013	65.56	0.00	08/20/2013	Prairie Dog craft and snack		-			No	0000
205-530-515-5645	Concessions & food										
	809221 Total:	65.56									
	DOMINICK Total:	171.41									
	Safeway Inc Total:	171.41									
Sam's Club											
SAMSCL											
001149	07/16/2013	461.79	0.00	08/20/2013	Shampoo, soap, trash bags and misc		-			No	0000
101-350-512-5799	Other materials & supplies										
	001149 Total:	461.79									
SAMS7112013	07/11/2013	104.43	0.00	08/20/2013	Fiesta week snack for camps		-			No	0000
205-530-515-5645	Concessions & food										
	SAMS7112013 Total:	104.43									
SAMS7162013	07/16/2013	208.54	0.00	08/20/2013	Snack for overtime and Prairie Dogs		-			No	0000
205-530-515-5645	Concessions & food										
	SAMS7162013 Total:	208.54									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
SAMS7192013	07/19/2013	116.74	0.00	08/20/2013	Supplies for week 6		-			No	0000
205-530-515-5645	Concessions & food										
	SAMS7192013 Total:	116.74									
	SAMSCL Total:	891.50									
	Sam's Club Total:	891.50									
Total Administrative Serv Corp											
TASC											
3200248278	07/15/2013	694.20	0.00	08/20/2013	Administration Fees		-			No	0000
101-210-511-5195	Employee Benefit Expenses										
3200248278	07/15/2013	249.60	0.00	08/20/2013	Claim Card Fee		-			No	0000
101-210-511-5195	Employee Benefit Expenses										
	3200248278 Total:	943.80									
	TASC Total:	943.80									
	Total Administrative Serv Corp Total:	943.80									
United States Postal Service											
USPOSTAL											
PB071913	07/19/2013	12.11	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
101-210-511-5720	Postage										
PB071913	07/19/2013	9.40	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
101-210-511-5720	Postage										
PB071913	07/19/2013	198.44	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
101-210-511-5720	Postage										
PB071913	07/19/2013	29.71	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
101-210-511-5720	Postage										
PB071913	07/19/2013	37.72	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
205-500-515-5720	Postage										
PB071913	07/19/2013	2.96	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
205-500-515-5720	Postage										
PB071913	07/19/2013	32.26	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
101-210-511-5720	Postage										
PB071913	07/19/2013	4.54	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
205-500-515-5720	Postage										
PB071913	07/19/2013	429.36	0.00	08/20/2013	Pitney Bowes - postage		-			No	0000
660-610-519-5720	Postage										
	PB071913 Total:	756.50									
	USPOSTAL Total:	756.50									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
United States Postal Service Total:		756.50									
Woodward Printing Services											
WOODWARD											
POSTAGE	07/18/2013	801.77	0.00	08/20/2013	Postage for fall brochure		-			No	0000
205-500-515-5720	Postage										
POSTAGE Total:		801.77									
WOODWARD Total:		801.77									
Woodward Printing Services Total:		801.77									
Report Total:		123,435.43									

Accounts Payable
To Be Paid Proof List

User: jmm
Printed: 08/09/2013 - 2:39 PM
Batch: 104-08-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
AB& H, A Donohue Group											
AB & H											
11982-20	07/12/2013	5,028.54	0.00	08/20/2013	Engineering Services/Stormwater-5/19-7/6	-				No	0000
660-620-519-5320	Consulting										
	11982-20 Total:	5,028.54									
	AB & H Total:	5,028.54									
	AB& H, A Donohue Group Total:	5,028.54									
Active Electrical Supply Co.,											
ACTIVELE											
10382198-00	07/11/2013	86.87	0.00	08/20/2013	Lamp, wire connector, burial conduit	-				No	0000
205-430-515-5730	Program supplies										
	10382198-00 Total:	86.87									
10382208-00	07/11/2013	22.14	0.00	08/20/2013	Cable bender length for Centennial	-				No	0000
205-430-515-5730	Program supplies										
	10382208-00 Total:	22.14									
	ACTIVELE Total:	109.01									
	Active Electrical Supply Co., Total:	109.01									
Alpha Baking Company											
ALPHABAK											
3055200021	07/22/2013	75.49	0.00	08/20/2013	Concession stand buns	-				No	0000
205-563-515-5645	Concessions & food										
	3055200021 Total:	75.49									
3055204022	07/23/2013	55.72	0.00	08/20/2013	Concession Stand buns	-				No	0000
205-563-515-5645	Concessions & food										
	3055204022 Total:	55.72									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	ALPHABAK Total:	131.21									
	Alpha Baking Company Total:	131.21									
Anwar Fatima											
ANWARF											
07232013	07/23/2013	95.00	0.00	08/20/2013	Refund - Swim Lesson		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07232013 Total:	95.00									
	ANWARF Total:	95.00									
	Anwar Fatima Total:	95.00									
Batteries Plus #890											
BATT											
890-10200-01	07/11/2013	59.25	0.00	08/20/2013	Battery for roller		-			No	0000
101-440-513-5480	R&M - vehicles										
	890-10200-01 Total:	59.25									
	BATT Total:	59.25									
	Batteries Plus #890 Total:	59.25									
Cassidy Tire											
CASSIDYT											
2182794	07/19/2013	1,153.00	0.00	08/20/2013	Two new tires for E15		-			No	0000
101-350-512-5480	R&M - vehicles										
	2182794 Total:	1,153.00									
	CASSIDYT Total:	1,153.00									
	Cassidy Tire Total:	1,153.00									
CDW Government											
CDWGOV											
DK94551	07/11/2013	470.22	0.00	08/20/2013	Adobe License for new computers		-			No	0000
101-250-511-6530	Equipment - data processing										
	DK94551 Total:	470.22									
DM47979	07/16/2013	124.30	0.00	08/20/2013	Dual monitor stand		-			No	0000
101-250-511-6530	Equipment - data processing										
	DM47979 Total:	124.30									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	CDWGOV Total:	594.52									
	CDW Government Total:	594.52									
Chicago Metropolitan Agency fo											
CHGOMET											
2013-341	06/11/2013	440.65	0.00	08/20/2013	2012-2013 Dues		-			No	0000
101-100-511-5540	Intergovernmental fees & dues										
	2013-341 Total:	440.65									
	CHGOMET Total:	440.65									
	Chicago Metropolitan Agency fo Total:	440.65									
Coca-Cola Bottling Company											
COCACOLA											
3084721611	07/22/2013	115.20	0.00	08/20/2013	Pop for Village Hall pop machine		-			No	0000
101-210-511-5700	Office supplies										
	3084721611 Total:	115.20									
	COCACOLA Total:	115.20									
	Coca-Cola Bottling Company Total:	115.20									
Duron Studio Photography											
DURON											
3132	07/09/2013	95.00	0.00	08/20/2013	Portrait of trustee		-			No	0000
101-100-511-5799	Other materials & supplies										
3132	07/09/2013	75.00	0.00	08/20/2013	Print		-			No	0000
101-100-511-5799	Other materials & supplies										
	3132 Total:	170.00									
	DURON Total:	170.00									
	Duron Studio Photography Total:	170.00									
Dvorak Mark											
DVORAK											
07262013	07/26/2013	525.00	0.00	08/20/2013	Entertainment - Employee Apprec. event		-			No	0000
101-200-511-5799	Other materials & supplies										
	07262013 Total:	525.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	DVORAK Total:	525.00									
	Dvorak Mark Total:	525.00									
E Town Tennis											
ETOWN											
712013	07/01/2013	252.00	0.00	08/20/2013	Adult summer classes	-				No	0000
205-550-515-5270	Purchased program services										
712013	07/01/2013	1,327.20	0.00	08/20/2013	Summer camp session I	-				No	0000
205-550-515-5270	Purchased program services										
712013	07/01/2013	31.50	0.00	08/20/2013	Youth summer session I	-				No	0000
205-550-515-5270	Purchased program services										
	712013 Total:	1,610.70									
7252013	07/25/2013	378.00	0.00	08/20/2013	212305 Session II Tennis	-				No	0000
205-550-515-5270	Purchased program services										
7252013	07/25/2013	63.00	0.00	08/20/2013	212309.A Session II Weekend Tennis	-				No	0000
205-550-515-5270	Purchased program services										
	7252013 Total:	441.00									
	ETOWN Total:	2,051.70									
	E Town Tennis Total:	2,051.70									
EJ Equipment											
EJEQUIP											
56752	07/09/2013	834.58	0.00	08/20/2013	Valve, Gauge Press for Truck #6	-				No	0000
660-620-519-5480	R&M - vehicles										
	56752 Total:	834.58									
	EJEQUIP Total:	834.58									
	EJ Equipment Total:	834.58									
Emcor Services Team Mechanical											
EMCOR											
00 3038065	07/11/2013	1,454.37	0.00	08/20/2013	Services performed at boiler room	-				No	0000
101-420-511-5405	R&M - buildings										
	00 3038065 Total:	1,454.37									
	EMCOR Total:	1,454.37									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Emcor Services Team Mechanical Total:	1,454.37									
Emergency Medical Products											
EMMEDPRO											
1572667	07/22/2013	260.80	0.00	08/20/2013	Left and right side pannier for EMS		-			No	0000
101-350-512-5660	EMS supplies										
	1572667 Total:	260.80									
	EMMEDPRO Total:	260.80									
	Emergency Medical Products Total:	260.80									
Fast Signs											
FASTSIG											
80-40082	07/11/2013	162.00	0.00	08/20/2013	Logo change on glass kiosk		-			No	0000
101-100-511-5799	Other materials & supplies										
	80-40082 Total:	162.00									
	FASTSIG Total:	162.00									
	Fast Signs Total:	162.00									
Fastframe											
FASTFRAM											
25991	07/22/2013	146.10	0.00	08/20/2013	Frames for Trustees		-			No	0000
101-100-511-5799	Other materials & supplies										
	25991 Total:	146.10									
	FASTFRAM Total:	146.10									
	Fastframe Total:	146.10									
Fonseca Martial Arts											
FONSECA											
1000	07/22/2013	300.00	0.00	08/20/2013	Little Lincolns Entertainment July 3,13		-			No	0000
205-530-515-5270	Purchased program services										
	1000 Total:	300.00									
1001	07/23/2013	735.00	0.00	08/20/2013	Martial Arts Class		-			No	0000
205-502-515-5270	Purchased program services										
	1001 Total:	735.00									
	FONSECA Total:	1,035.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Fonseca Martial Arts Total:	1,035.00									
Garcia Peter											
GARCIAP											
07262013	07/26/2013	350.00	0.00	08/20/2013	Photobooth - Employee Apprec. event		-			No	0000
101-200-511-5799	Other materials & supplies										
	07262013 Total:	350.00									
	GARCIAP Total:	350.00									
	Garcia Peter Total:	350.00									
Halogen											
HALOGEN											
439860	07/19/2013	3,642.80	0.00	08/20/2013	Chlorine shock/chlorine tabs		-			No	0000
205-560-515-5630	Chemicals - swimming pool										
	439860 Total:	3,642.80									
	HALOGEN Total:	3,642.80									
	Halogen Total:	3,642.80									
Heavenrich - Jones Hollis											
HEAVENRI											
07232013	07/23/2013	238.00	0.00	08/20/2013	Refund - Little Lincolns		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07232013 Total:	238.00									
	HEAVENRI Total:	238.00									
	Heavenrich - Jones Hollis Total:	238.00									
HMO Healthcare Service Corpora											
HMO											
0538	07/15/2013	28,483.18	0.00	08/20/2013	Employee Health Insurance - August 13		-			No	0000
102-000-210-2027	Health insurance premium withh										
	0538 Total:	28,483.18									
	HMO Total:	28,483.18									
	HMO Healthcare Service Corpora Total:	28,483.18									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Holland & Knight LLP											
HOLLAND											
07252013	07/25/2013	10,965.00	0.00	08/20/2013	June 2013 retainer		-			No	0000
101-230-511-5350	Legal - retainer										
	07252013 Total:	10,965.00									
2935736	07/17/2013	1,110.00	0.00	08/20/2013	June 2013 - Springbrook software		-			No	0000
101-230-511-5370	Legal - review										
	2935736 Total:	1,110.00									
2935737	07/17/2013	605.00	0.00	08/20/2013	June 2013 - Firearms Regs		-			No	0000
101-230-511-5370	Legal - review										
	2935737 Total:	605.00									
2935738	07/17/2013	401.00	0.00	08/20/2013	June 2013 - Lincoln - Dev TIF		-			No	0000
101-230-511-5370	Legal - review										
	2935738 Total:	401.00									
2935740	07/17/2013	512.00	0.00	08/20/2013	June 2013 - Purple Hotel Dev		-			No	0000
101-230-511-5370	Legal - review										
	2935740 Total:	512.00									
2935741	07/17/2013	298.35	0.00	08/20/2013	Legal bills June - Union Pacific RR		-			No	0000
217-000-517-5399	Other professional services										
	2935741 Total:	298.35									
2935744	07/17/2013	2,660.35	0.00	08/20/2013	June 2013 - Litigation		-			No	0000
101-230-511-5360	Legal - litigation										
	2935744 Total:	2,660.35									
2935746	07/17/2013	310.00	0.00	08/20/2013	June 2013 - BFC Rules		-			No	0000
101-230-511-5370	Legal - review										
	2935746 Total:	310.00									
2935749	07/17/2013	153.00	0.00	08/20/2013	Legal bills June - Prosecution of Tax		-			No	0000
217-000-517-5399	Other professional services										
	2935749 Total:	153.00									
2935750	07/17/2013	243.00	0.00	08/20/2013	June 2013 - Litigation		-			No	0000
101-230-511-5360	Legal - litigation										
	2935750 Total:	243.00									
	HOLLAND Total:	17,257.70									
	Holland & Knight LLP Total:	17,257.70									
Illinois Municipal League											
ILMUNICI											
IML10172013	07/22/2013	295.00	0.00	08/20/2013	Mayor - IML 100th annual conference		-			No	0000
101-100-511-5810	Conference & meeting registrat										
IML10172013	07/22/2013	150.00	0.00	08/20/2013	Clerk - IML 100th annual conference		-			No	0000
101-100-511-5810	Conference & meeting registrat										
	IML10172013 Total:	445.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	ILMUNICI Total:	445.00									
	Illinois Municipal League Total:	445.00									
Lisak Joseph											
LISAK											
120427	07/05/2012	3,000.00	0.00	08/20/2013	Refund site development		-			No	0000
101-000-210-2620	Contractor bonds payable										
	120427 Total:	3,000.00									
	LISAK Total:	3,000.00									
	Lisak Joseph Total:	3,000.00									
Lowe's Business Acc/GECF											
LOWES											
09043	07/24/2013	9.74	0.00	08/20/2013	Carpet and upholstery cleaner		-			No	0000
101-350-512-5799	Other materials & supplies										
	09043 Total:	9.74									
1237	07/22/2013	223.75	0.00	08/20/2013	Pressure washer for pool		-			No	0000
205-560-515-5499	R&M - other										
	1237 Total:	223.75									
2002	07/16/2013	72.12	0.00	08/20/2013	Sealer for covers		-			No	0000
205-560-515-5405	R&M - buildings										
2002	07/16/2013	-18.03	0.00	08/20/2013	Return		-			No	0000
205-560-515-5405	R&M - buildings										
	2002 Total:	54.09									
2106	07/17/2013	101.79	0.00	08/20/2013	Garbage bags/pine sol for pool		-			No	0000
205-560-515-5405	R&M - buildings										
	2106 Total:	101.79									
2442	07/11/2013	33.45	0.00	08/20/2013	Screws for diving board/washers		-			No	0000
205-560-515-5405	R&M - buildings										
	2442 Total:	33.45									
2536	07/22/2013	34.12	0.00	08/20/2013	Shower handle womens locker room		-			No	0000
205-560-515-5499	R&M - other										
	2536 Total:	34.12									
2637	07/23/2013	36.83	0.00	08/20/2013	Electrical supplies		-			No	0000
205-571-515-5730	Program supplies										
	2637 Total:	36.83									
2648	07/23/2013	10.76	0.00	08/20/2013	Clamps - Community Center		-			No	0000
205-571-515-5730	Program supplies										
	2648 Total:	10.76									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
2992	07/16/2013	71.14	0.00	08/20/2013	Bonding and fiberglass for slide		-			No	0000
205-560-515-5405	R&M - buildings										
2992	07/16/2013	-34.12	0.00	08/20/2013	Return		-			No	0000
205-560-515-5405	R&M - buildings										
	2992 Total:	37.02									
	LOWES Total:	541.55									
	Lowe's Business Acc/GECF Total:	541.55									
Madison National Life											
MADISON											
1099748	07/18/2013	144.94	0.00	08/20/2013	August Premium		-			No	0000
101-200-511-5150	Insurance - group life & AD&D										
1099748	07/18/2013	119.33	0.00	08/20/2013	August Premium		-			No	0000
101-210-511-5150	Insurance - group life & AD&D										
1099748	07/18/2013	84.55	0.00	08/20/2013	August Premium		-			No	0000
101-240-517-5150	Insurance - group life & AD&D										
1099748	07/18/2013	593.38	0.00	08/20/2013	August Premium		-			No	0000
101-300-512-5150	Insurance - group life & AD&D										
1099748	07/18/2013	16.46	0.00	08/20/2013	August Premium		-			No	0000
101-350-512-5150	Insurance - group life & AD&D										
1099748	07/18/2013	67.14	0.00	08/20/2013	August Premium		-			No	0000
101-400-511-5150	Insurance - group life & AD&D										
1099748	07/18/2013	33.48	0.00	08/20/2013	August Premium		-			No	0000
101-420-511-5150	Insurance - group life & AD&D										
1099748	07/18/2013	99.11	0.00	08/20/2013	August Premium		-			No	0000
101-440-513-5150	Insurance - group life & AD&D										
1099748	07/18/2013	46.94	0.00	08/20/2013	August Premium		-			No	0000
205-430-515-5150	Insurance - group life & AD&D										
1099748	07/18/2013	94.07	0.00	08/20/2013	August Premium		-			No	0000
205-500-515-5150	Insurance - group life & AD&D										
1099748	07/18/2013	91.45	0.00	08/20/2013	August Premium		-			No	0000
660-620-519-5150	Insurance - group life & AD&D										
	1099748 Total:	1,390.85									
	MADISON Total:	1,390.85									
	Madison National Life Total:	1,390.85									
Marc Printing											
MARCP											
107082	07/22/2013	170.75	0.00	08/20/2013	Park and Rec envelopes		-			No	0000
205-500-515-5700	Office supplies										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
107082	07/22/2013	38.36	0.00	08/20/2013	Shipping		-			No	0000
205-500-515-5700	Office supplies										
	107082 Total:	209.11									
	MARCP Total:	209.11									
	Marc Printing Total:	209.11									
Markson Robert											
MARKSON											
13-7401	07/01/2013	105.00	0.00	08/20/2013	Reimbursement for 50/50 animal control		-			No	0000
101-400-511-5210	Animal control										
	13-7401 Total:	105.00									
	MARKSON Total:	105.00									
	Markson Robert Total:	105.00									
MES											
MES											
431182SNV	07/16/2013	145.83	0.00	08/20/2013	Wrench spanner, pinch point bars		-			No	0000
101-350-512-5730	Program supplies										
	431182SNV Total:	145.83									
431183SNV	07/16/2013	1,223.94	0.00	08/20/2013	Fly section ladder & 14' roof ladder		-			No	0000
101-350-512-5730	Program supplies										
	431183SNV Total:	1,223.94									
431184SNV	07/16/2013	901.00	0.00	08/20/2013	35' ladder		-			No	0000
101-350-512-5730	Program supplies										
	431184SNV Total:	901.00									
432818_SNV	07/22/2013	148.22	0.00	08/20/2013	Carbon monoxide detector		-			No	0000
101-350-512-5730	Program supplies										
	432818_SNV Total:	148.22									
433386_SNV	07/23/2013	138.00	0.00	08/20/2013	Carbon monoxide detector		-			No	0000
101-350-512-5730	Program supplies										
	433386_SNV Total:	138.00									
	MES Total:	2,556.99									
	MES Total:	2,556.99									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
NAPA											
NAPA											
069636	07/19/2013	205.34	0.00	08/20/2013	Fan for 1502		-			No	0000
101-350-512-5740	Repair parts										
	069636 Total:	205.34									
070538	07/25/2013	40.05	0.00	08/20/2013	Brake hose and lines for 1510		-			No	0000
101-350-512-5740	Repair parts										
	070538 Total:	40.05									
	NAPA Total:	245.39									
	NAPA Total:	245.39									
North Shore Uniform											
NSHRUFM											
13-1847	05/20/2013	360.31	0.00	08/20/2013	Clothing allowance		-			No	0000
660-620-519-5070	Uniform allowance										
	13-1847 Total:	360.31									
	NSHRUFM Total:	360.31									
	North Shore Uniform Total:	360.31									
Nu Toys Leisure Products											
NUTOYS											
40097	07/23/2013	490.00	0.00	08/20/2013	Full bucket child seats for parks		-			No	0000
205-430-515-5730	Program supplies										
40097	07/23/2013	40.00	0.00	08/20/2013	Shipping		-			No	0000
205-430-515-5730	Program supplies										
	40097 Total:	530.00									
	NUTOYS Total:	530.00									
	Nu Toys Leisure Products Total:	530.00									
Orange Crush LLC											
ORANGCRH											
438097	07/11/2013	308.70	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	438097 Total:	308.70									
438182	07/12/2013	171.90	0.00	08/20/2013	Sand Mix		-			No	0000
213-000-561-5340	Engineering										
	438182 Total:	171.90									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	ORANGCRH Total:	480.60									
	Orange Crush LLC Total:	480.60									
Oshkosh Capital											
OSHKOSH											
07182013	07/18/2013	48,050.10	0.00	08/20/2013	Fire truck loan repayment		-			No	0000
330-000-573-7374	Principal-Fire Truck Loan										
07182013	07/18/2013	27,143.46	0.00	08/20/2013	Fire truck loan repayment		-			No	0000
330-000-574-7374	Interest-Fire Truck Loan										
	07182013 Total:	75,193.56									
	OSHKOSH Total:	75,193.56									
	Oshkosh Capital Total:	75,193.56									
PEP Boys											
PEPBOYS											
04790265943	07/22/2013	118.00	0.00	08/20/2013	Vehicle battery		-			No	0000
101-350-512-5740	Repair parts										
	04790265943 Total:	118.00									
	PEPBOYS Total:	118.00									
	PEP Boys Total:	118.00									
PJS Sewer & Water											
PJS											
130059	02/25/2013	2,000.00	0.00	08/20/2013	Refund - Street opening deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130059 Total:	2,000.00									
	PJS Total:	2,000.00									
	PJS Sewer & Water Total:	2,000.00									
PMI											
PMI											
0422040	07/23/2013	78.57	0.00	08/20/2013	BP cuff, regulators		-			No	0000
101-350-512-5660	EMS supplies										
	0422040 Total:	78.57									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	PMI Total:	78.57									
	PMI Total:	78.57									
Pro-Fire Sales & Service Inc											
PROFIRES											
579	07/22/2013	735.00	0.00	08/20/2013	Name tags for turn out coats		-			No	0000
101-350-512-5665	Firefighting supplies										
	579 Total:	735.00									
	PROFIRES Total:	735.00									
	Pro-Fire Sales & Service Inc Total:	735.00									
Promos 911											
PROMOS91											
3835	07/16/2013	563.07	0.00	08/20/2013	Mood pencils and erasers for tours		-			No	0000
101-350-512-5730	Program supplies										
	3835 Total:	563.07									
	PROMOS91 Total:	563.07									
	Promos 911 Total:	563.07									
Psisteria Greek Tavern											
PSIS											
378021	07/16/2013	220.00	0.00	08/20/2013	Dinner for July 15 Board meeting		-			No	0000
101-100-511-5840	Meals										
378021	07/16/2013	15.00	0.00	08/20/2013	Tip		-			No	0000
101-100-511-5840	Meals										
	378021 Total:	235.00									
	PSIS Total:	235.00									
	Psisteria Greek Tavern Total:	235.00									
QSR Awards & Engravings, Inc.											
QSRAWARD											
8037	07/17/2013	117.00	0.00	08/20/2013	Plaque for Employee of the Year award		-			No	0000
101-200-511-5799	Other materials & supplies										
	8037 Total:	117.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	QSRAWARD Total:	117.00									
	QSR Awards & Engravings, Inc. Total:	117.00									
Ricoh Americas Corporation											
RICOH											
5026775438	07/04/2013	56.67	0.00	08/20/2013	Contract maintenance for copy machine		-			No	0000
101-400-511-5440	R&M - office equipment										
	5026775438 Total:	56.67									
	RICOH Total:	56.67									
	Ricoh Americas Corporation Total:	56.67									
Russo Power Equipment											
RUSSO											
1659203	07/01/2013	81.96	0.00	08/20/2013	Air filters for golf cart		-			No	0000
205-430-515-5480	R&M - vehicles										
	1659203 Total:	81.96									
1659206	07/01/2013	34.74	0.00	08/20/2013	Air filters for golf cart		-			No	0000
205-430-515-5480	R&M - vehicles										
	1659206 Total:	34.74									
	RUSSO Total:	116.70									
	Russo Power Equipment Total:	116.70									
Safeway Inc											
DOMINICK											
227641	07/24/2013	141.93	0.00	08/20/2013	Swim team food/beverage		-			No	0000
205-562-515-5645	Concessions & food										
	227641 Total:	141.93									
721160	07/23/2013	15.75	0.00	08/20/2013	Breakfast for Supervisor training		-			No	0000
205-530-515-5590	Training										
	721160 Total:	15.75									
802424	07/26/2013	24.95	0.00	08/20/2013	Ice for snow cones		-			No	0000
205-530-515-5645	Concessions & food										
	802424 Total:	24.95									
	DOMINICK Total:	182.63									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Safeway Inc Total:	182.63									
Sam's Club											
SAMSCL											
723	07/23/2013	145.90	0.00	08/20/2013	Supplies for camp family picnic		-			No	0000
205-530-515-5645	Concessions & food										
	723 Total:	145.90									
72413	07/24/2013	13.48	0.00	08/20/2013	Supplies for camp family picnic		-			No	0000
205-530-515-5645	Concessions & food										
	72413 Total:	13.48									
	SAMSCL Total:	159.38									
	Sam's Club Total:	159.38									
Schneider Electric											
SCHNEI											
4059054	07/05/2013	774.00	0.00	08/20/2013	Weather services		-			No	0000
101-400-511-5730	Program supplies										
4059054	07/05/2013	312.00	0.00	08/20/2013	Weather services		-			No	0000
101-250-511-5330	Data processing										
	4059054 Total:	1,086.00									
	SCHNEI Total:	1,086.00									
	Schneider Electric Total:	1,086.00									
Sec. of State- Dept of Police											
SOSDP											
SOS070913	07/09/2013	101.00	0.00	08/20/2013	License plate renewal		-			No	0000
101-300-512-5599	Other contractual										
	SOS070913 Total:	101.00									
	SOSDP Total:	101.00									
	Sec. of State- Dept of Police Total:	101.00									
Sideris James											
SIDERIS											
130273	05/29/2013	1,000.00	0.00	08/20/2013	Driveway deposit refund		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130273 Total:	1,000.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	SIDERIS Total:	1,000.00									
	Sideris James Total:	1,000.00									
Springbrook Software Inc											
SPRINGBR											
585	07/24/2013	1,125.00	0.00	08/20/2013	Inventory control 25% project payment		-			No	0000
660-610-519-5330	Data processing										
	585 Total:	1,125.00									
587	07/24/2013	900.00	0.00	08/20/2013	GIS Interface migration 25% proj payment		-			No	0000
660-610-519-5330	Data processing										
	587 Total:	900.00									
596	07/25/2013	7,318.00	0.00	08/20/2013	V7 Migration 25% project payment		-			No	0000
101-250-511-5330	Data processing										
	596 Total:	7,318.00									
INV25790	07/23/2013	938.50	0.00	08/20/2013	GIS Interface bundle and license		-			No	0000
101-250-511-5330	Data processing										
INV25790	07/23/2013	2,211.50	0.00	08/20/2013	GIS Interface bundle and license		-			No	0000
660-610-519-5330	Data processing										
	INV25790 Total:	3,150.00									
INV25792	07/23/2013	4,200.00	0.00	08/20/2013	Inventory control bundle and license		-			No	0000
660-610-519-5330	Data processing										
	INV25792 Total:	4,200.00									
INV25808	07/25/2013	180.00	0.00	08/20/2013	Migration to SQL 10% project payment		-			No	0000
101-250-511-5330	Data processing										
	INV25808 Total:	180.00									
	SPRINGBR Total:	16,873.00									
	Springbrook Software Inc Total:	16,873.00									
Standard Equipment Company											
STANDARD											
C84871	06/26/2013	280.03	0.00	08/20/2013	Sprocket, fuel filter, oil filter		-			No	0000
101-440-513-5480	R&M - vehicles										
	C84871 Total:	280.03									
C85115	07/08/2013	810.88	0.00	08/20/2013	Filters, safety element for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C85115 Total:	810.88									
C85116	07/09/2013	75.44	0.00	08/20/2013	Filter for Sweeper		-			No	0000
101-440-513-5480	R&M - vehicles										
	C85116 Total:	75.44									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
C85192	07/10/2013	-195.46	0.00	08/20/2013	Return		-			No	0000
101-440-513-5480	R&M - vehicles										
	C85192 Total:	-195.46									
	STANDARD Total:	970.89									
	Standard Equipment Company Total:	970.89									
Stewart Schenita											
STEWARTS											
REIMB0724163SSM	07/24/2013	45.00	0.00	08/20/2013	Reimbursement - Meals		-			No	0000
101-300-512-5840	Meals										
	REIMB0724163SSM Total:	45.00									
	STEWARTS Total:	45.00									
	Stewart Schenita Total:	45.00									
Sunnyside Parts Warehouse											
SUNNYPAR											
200617	07/10/2013	306.42	0.00	08/20/2013	Fan motor and fan relay for Squad #200		-			No	0000
660-620-519-5480	R&M - vehicles										
	200617 Total:	306.42									
200649	07/12/2013	109.93	0.00	08/20/2013	Belt, tensioner, idler pulley-Squad #200		-			No	0000
660-620-519-5480	R&M - vehicles										
	200649 Total:	109.93									
	SUNNYPAR Total:	416.35									
	Sunnyside Parts Warehouse Total:	416.35									
Survival Armor, Inc											
SURVIVAL											
0024630-IN	07/16/2013	850.00	0.00	08/20/2013	Safety vests - Performance Level II		-			No	0000
101-300-512-5730	Program supplies										
0024630-IN	07/16/2013	21.26	0.00	08/20/2013	Shipping		-			No	0000
101-300-512-5730	Program supplies										
	0024630-IN Total:	871.26									
	SURVIVAL Total:	871.26									
	Survival Armor, Inc Total:	871.26									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Team Sales Ltd.											
TEAMSALE											
16534	07/07/2013	330.00	0.00	08/20/2013	Uniforms for new officers		-			No	0000
101-300-512-5070	Uniform allowance										
	16534 Total:	330.00									
	TEAMSALE Total:	330.00									
	Team Sales Ltd. Total:	330.00									
The Faucet Shoppe											
THEFAUCE											
33009	07/16/2013	150.00	0.00	08/20/2013	Closing valves for toilets at pool		-			No	0000
205-560-515-5405	R&M - buildings										
	33009 Total:	150.00									
33057	07/19/2013	395.80	0.00	08/20/2013	Sensor assembly at pool		-			No	0000
205-560-515-5405	R&M - buildings										
	33057 Total:	395.80									
	THEFAUCE Total:	545.80									
	The Faucet Shoppe Total:	545.80									
Thompson Elevator Inspection S											
THOMPSO											
13-2342	07/17/2013	100.00	0.00	08/20/2013	1 elevator plan review		-			No	0000
101-240-517-5399	Other professional services										
	13-2342 Total:	100.00									
13-2460	07/23/2013	1,596.00	0.00	08/20/2013	Semi annual elevator reinspections		-			No	0000
101-240-517-5399	Other professional services										
	13-2460 Total:	1,596.00									
	THOMPSO Total:	1,696.00									
	Thompson Elevator Inspection S Total:	1,696.00									
Tierney Bob											
TIERNEYA											
130401	07/05/2013	1,000.00	0.00	08/20/2013	Refund - Driveway Deposit		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130401 Total:	1,000.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	TIERNEYA Total:	1,000.00									
	Tierney Bob Total:	1,000.00									
Tri-Tech Inc.											
TRITECH											
94330	07/10/2013	253.02	0.00	08/20/2013	Misc. supplies for Evidence Technician		-			No	0000
101-300-512-5730	Program supplies										
94330	07/10/2013	22.22	0.00	08/20/2013	Shipping		-			No	0000
101-210-511-5720	Postage										
	94330 Total:	275.24									
	TRITECH Total:	275.24									
	Tri-Tech Inc. Total:	275.24									
Tru Link Fence & Products											
TRULINK											
34385	07/23/2013	600.00	0.00	08/20/2013	Broken door handles, bathroom stalls		-			No	0000
205-560-515-5450	R&M - pool equipment										
	34385 Total:	600.00									
	TRULINK Total:	600.00									
	Tru Link Fence & Products Total:	600.00									
U.S. FoodService, Inc.											
USFOODSE											
2007189	07/17/2013	1,634.43	0.00	08/20/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
2007189	07/23/2013	2,288.40	0.00	08/20/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	2007189 Total:	3,922.83									
2223856	07/25/2013	911.37	0.00	08/20/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	2223856 Total:	911.37									
	USFOODSE Total:	4,834.20									
	U.S. FoodService, Inc. Total:	4,834.20									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
VCG Uniform											
VCGUNIFO											
7822	07/17/2013	48.90	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7822 Total:	48.90									
7823	07/17/2013	154.85	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7823 Total:	154.85									
7824	07/17/2013	198.65	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7824 Total:	198.65									
7825	07/17/2013	7.95	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7825 Total:	7.95									
7898	07/19/2013	372.45	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7898 Total:	372.45									
7899	07/19/2013	442.35	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7899 Total:	442.35									
7900	07/19/2013	288.50	0.00	08/20/2013	Uniform Allowance		-			No	0000
101-300-512-5070	Uniform allowance										
	7900 Total:	288.50									
	VCGUNIFO Total:	1,513.65									
	VCG Uniform Total:	1,513.65									
Village of Lincolnwood											
VOL											
PC073113	07/31/2013	41.58	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-210-511-5820	Local mileage, parking & tolls										
PC073113	07/31/2013	70.00	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-200-511-5840	Meals										
PC073113	07/31/2013	20.00	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-000-410-4999	Miscellaneous										
PC073113	07/31/2013	47.98	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-200-511-5820	Local mileage, parking & tolls										
PC073113	07/31/2013	10.00	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-350-512-5430	R&M - Fire & EMS equipment										
PC073113	07/31/2013	10.47	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-100-511-5840	Meals										
PC073113	07/31/2013	12.08	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-240-517-5820	Local mileage, parking & tolls										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
PC073113	07/31/2013	68.21	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-210-511-5840	Meals										
PC073113	07/31/2013	20.00	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-240-517-5570	Professional associations										
PC073113	07/31/2013	10.99	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-240-517-5799	Other materials & supplies										
PC073113	07/31/2013	15.99	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
101-200-511-5700	Office supplies										
PC073113	07/31/2013	91.59	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
205-500-515-5820	Local mileage, parking & tolls										
PC073113	07/31/2013	190.00	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
205-500-515-5840	Meals										
PC073113	07/31/2013	35.00	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
205-560-515-5499	R&M - other										
PC073113	07/31/2013	68.69	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
205-530-515-5730	Program supplies										
PC073113	07/31/2013	20.40	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
205-563-515-5645	Concessions & food										
PC073113	07/31/2013	30.54	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
205-530-515-5645	Concessions & food										
PC073113	07/31/2013	7.99	0.00	08/20/2013	Petty cash reimbursement		-			No	0000
205-570-515-5645	Concessions & food										
	PC073113 Total:	771.51									
	VOL Total:	771.51									
	Village of Lincolnwood Total:	771.51									
Wholesale Direct Inc											
WHOLESAL											
200078	05/13/2013	80.23	0.00	08/20/2013	7 way flat for PW vehicles		-			No	0000
101-440-513-5480	R&M - vehicles										
	200078 Total:	80.23									
200375	06/03/2013	25.09	0.00	08/20/2013	7 way flat for PW vehicles		-			No	0000
101-440-513-5480	R&M - vehicles										
	200375 Total:	25.09									
	WHOLESAL Total:	105.32									
	Wholesale Direct Inc Total:	105.32									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Zehfuss Kelly											
ZEHFUSS											
07222013	07/22/2013	28.00	0.00	08/20/2013	Refund - The Last Hurrah		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07222013 Total:	28.00									
	ZEHFUSS Total:	28.00									
	Zehfuss Kelly Total:	28.00									
Zoll Medical Corporation GPO											
ZOLLMEDC											
2033247	07/19/2013	367.50	0.00	08/20/2013	Autopulse life bands		-			No	0000
101-350-512-5730	Program supplies										
	2033247 Total:	367.50									
2033792	07/22/2013	71.25	0.00	08/20/2013	Airway adapter		-			No	0000
101-350-512-5730	Program supplies										
	2033792 Total:	71.25									
	ZOLLMEDC Total:	438.75									
	Zoll Medical Corporation GPO Total:	438.75									
	Report Total:	187,259.96									

Accounts Payable
To Be Paid Proof List

User: jmm
Printed: 08/12/2013 - 10:05 AM
Batch: 105-08-2013

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Ace Hardware Skokie											
ACEHRDS											
176524	07/26/2013	59.94	0.00	08/20/2013	Screws and ratchet for streets	-				No	0000
101-440-513-5730	Program supplies										
	176524 Total:	59.94									
176806	08/06/2013	97.69	0.00	08/20/2013	Plexi glass for Centennial Park	-				No	0000
205-430-515-5730	Program supplies										
	176806 Total:	97.69									
176863	08/08/2013	53.92	0.00	08/20/2013	Screws and bolts for signs	-				No	0000
101-440-513-5730	Program supplies										
	176863 Total:	53.92									
	ACEHRDS Total:	211.55									
	Ace Hardware Skokie Total:	211.55									
Airgas											
AIRGAS											
9018368314	08/02/2013	204.15	0.00	08/20/2013	Oxygen for ambulances	-				No	0000
101-350-512-5660	EMS supplies										
	9018368314 Total:	204.15									
	AIRGAS Total:	204.15									
	Airgas Total:	204.15									
Alpha Baking Company											
ALPHABAK											
3055215015	08/03/2013	57.82	0.00	08/20/2013	Concession stand buns	-				No	0000
205-563-515-5645	Concessions & food										
	3055215015 Total:	57.82									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	ALPHABAK Total:	57.82									
	Alpha Baking Company Total:	57.82									
Animal Control Specialists											
ANIMAL											
13-8008	08/01/2013	390.00	0.00	08/20/2013	Animal control at Pool		-			No	0000
101-400-511-5210	Animal control										
	13-8008 Total:	390.00									
	ANIMAL Total:	390.00									
	Animal Control Specialists Total:	390.00									
AT&T											
AT&T											
773R07163607	07/28/2013	77.36	0.00	08/20/2013	Telephone Services-E911- July thru Aug		-			No	0000
215-000-512-5580	Telephone										
	773R07163607 Total:	77.36									
	AT&T Total:	77.36									
	AT&T Total:	77.36									
Bushnell Incorporated											
BUSHNELL											
11794300	06/18/2013	326.03	0.00	08/20/2013	Coupling, adapter, bushings, pipe		-			No	0000
101-420-511-5405	R&M - buildings										
	11794300 Total:	326.03									
	BUSHNELL Total:	326.03									
	Bushnell Incorporated Total:	326.03									
Canon Solutions America											
CANN											
988047869	08/02/2013	188.97	0.00	08/20/2013	Maintenance for copier - EE403- August		-			No	0000
101-210-511-5440	R&M - office equipment										
	988047869 Total:	188.97									
	CANN Total:	188.97									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Canon Solutions America Total:	188.97									
Chicago Communications, LLC											
CHGOCOMM											
251350	08/02/2013	24.03	0.00	08/20/2013	C.C.S. Maintenance - September 2013	-				No	0000
101-400-511-5410	R&M - communications equipment										
251350	08/02/2013	27.06	0.00	08/20/2013	C.C.S. Maintenance - September 2013	-				No	0000
101-410-511-5410	R&M - communications equipment										
251350	08/02/2013	34.59	0.00	08/20/2013	C.C.S. Maintenance - September 2013	-				No	0000
205-430-515-5410	R&M - communications equipment										
251350	08/02/2013	39.59	0.00	08/20/2013	C.C.S. Maintenance - September 2013	-				No	0000
660-620-519-5410	R&M - communications equipment										
251350	08/02/2013	50.08	0.00	08/20/2013	C.C.S. Maintenance - September 2013	-				No	0000
101-440-513-5410	R&M - communications equipment										
	251350 Total:	175.35									
	CHGOCOMM Total:	175.35									
	Chicago Communications, LLC Total:	175.35									
Chicago Metropolitan Fire Prev											
CHGOMETR											
60060	07/29/2013	675.25	0.00	08/20/2013	July wireless radio network billing fee	-				No	0000
101-350-512-5411	R&M- Wireless Alarm Equipment										
	60060 Total:	675.25									
	CHGOMETR Total:	675.25									
	Chicago Metropolitan Fire Prev Total:	675.25									
City of Chicago Dept of Water											
CTYOFCHI											
430883-730883	08/09/2013	79,966.04	0.00	08/20/2013	Water usage - 6/11/13-7/11/13	-				No	0000
660-620-519-5790	Water purchases										
	430883-730883 Total:	79,966.04									
430884-430884	08/09/2013	68,625.48	0.00	08/20/2013	Water usage - 6/11/13-7/11/13	-				No	0000
660-620-519-5790	Water purchases										
	430884-430884 Total:	68,625.48									
	CTYOFCHI Total:	148,591.52									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	City of Chicago Dept of Water Total:	148,591.52									
Cline Rosa											
CLINE											
LWDF080413	08/06/2013	280.00	0.00	08/20/2013	Free facepainting - Lincolnwood Fest		-			No	0000
205-570-515-5270	Purchased program services										
	LWDF080413 Total:	280.00									
	CLINE Total:	280.00									
	Cline Rosa Total:	280.00									
Coca-Cola Bottling Company											
COCACOLA											
388317813	08/05/2013	220.80	0.00	08/20/2013	Pop for Public Works pop machine		-			No	0000
101-210-511-5700	Office supplies										
	388317813 Total:	220.80									
	COCACOLA Total:	220.80									
	Coca-Cola Bottling Company Total:	220.80									
Eagle Engraving											
EAGLE											
2013-1868	08/06/2013	27.50	0.00	08/20/2013	Passport tags & gear locker signs		-			No	0000
101-350-512-5665	Firefighting supplies										
	2013-1868 Total:	27.50									
	EAGLE Total:	27.50									
	Eagle Engraving Total:	27.50									
Elite Printer Solutions											
ELITE											
1394	07/11/2013	-129.86	0.00	08/20/2013	Supplies		-			No	0000
101-200-511-5700	Office supplies										
	1394 Total:	-129.86									
1402	07/22/2013	66.99	0.00	08/20/2013	Supplies		-			No	0000
101-210-511-5700	Office supplies										
	1402 Total:	66.99									
1403	07/22/2013	517.94	0.00	08/20/2013	Supplies		-			No	0000
101-300-512-5640	Computer supplies										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
1403	07/22/2013	63.99	0.00	08/20/2013	Supplies		-			No	0000
215-000-512-5640	Computer supplies										
	1403 Total:	581.93									
1414	07/24/2013	389.96	0.00	08/20/2013	Supplies		-			No	0000
101-200-511-5700	Office supplies										
	1414 Total:	389.96									
1431	08/01/2013	165.94	0.00	08/20/2013	Supplies		-			No	0000
101-240-517-5700	Office supplies										
	1431 Total:	165.94									
	ELITE Total:	1,074.96									
	Elite Printer Solutions Total:	1,074.96									
Emcor Services Team Mechanical											
EMCOR											
00 3038365	08/01/2013	2,500.00	0.00	08/20/2013	Preventive contract maintenance - Aug		-			No	0000
101-420-511-5405	R&M - buildings										
	00 3038365 Total:	2,500.00									
	EMCOR Total:	2,500.00									
	Emcor Services Team Mechanical Total:	2,500.00									
EverLights											
EVERLIG											
S700166337.001	08/01/2013	488.08	0.00	08/20/2013	Lamp recycling		-			No	0000
101-400-511-5741	Green Initiatives										
	S700166337.001 Total:	488.08									
	EVERLIG Total:	488.08									
	EverLights Total:	488.08									
Flint Sharon											
FLINT											
6158	08/09/2013	18.93	0.00	08/20/2013	Refund - overpaid water bill by resident		-			No	0000
660-610-519-5720	Postage										
	6158 Total:	18.93									
	FLINT Total:	18.93									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Flint Sharon Total:	18.93									
FSCI Corporate Office											
FSCI											
2013-752	08/08/2013	580.00	0.00	08/20/2013	July Plan Review - 4343 Touhy		-			No	0000
101-240-517-5399	Other professional services										
	2013-752 Total:	580.00									
2013-772	08/08/2013	435.00	0.00	08/20/2013	July Plan Review - 3372 W Devon		-			No	0000
101-240-517-5399	Other professional services										
	2013-772 Total:	435.00									
2013-785	08/08/2013	200.00	0.00	08/20/2013	July Plan Review - 7000 Ridgeway		-			No	0000
101-240-517-5399	Other professional services										
	2013-785 Total:	200.00									
2013-886	08/08/2013	435.00	0.00	08/20/2013	July Plan Review - 6950 Central Park		-			No	0000
101-240-517-5399	Other professional services										
	2013-886 Total:	435.00									
2013-887	08/08/2013	200.00	0.00	08/20/2013	July Plan Review - 3665 W Lunt		-			No	0000
101-240-517-5399	Other professional services										
	2013-887 Total:	200.00									
2013-930	08/08/2013	390.00	0.00	08/20/2013	July Plan Review - 6734 Lincoln		-			No	0000
101-240-517-5399	Other professional services										
	2013-930 Total:	390.00									
2013-951	08/08/2013	200.00	0.00	08/20/2013	July Plan Review - 6734 Lincoln		-			No	0000
101-240-517-5399	Other professional services										
	2013-951 Total:	200.00									
	FSCI Total:	2,440.00									
	FSCI Corporate Office Total:	2,440.00									
Grainger											
GRAINGER											
9197893846	07/22/2013	130.86	0.00	08/20/2013	Cable tie for LWD Fest		-			No	0000
205-430-515-5730	Program supplies										
	9197893846 Total:	130.86									
9199002248	07/23/2013	50.90	0.00	08/20/2013	CP lights for Lincolnwood Fest		-			No	0000
205-430-515-5730	Program supplies										
	9199002248 Total:	50.90									
9199002263	07/23/2013	181.05	0.00	08/20/2013	Drill bits, socket, light for PD		-			No	0000
101-420-511-5405	R&M - buildings										
	9199002263 Total:	181.05									
9200800077	07/25/2013	-50.90	0.00	08/20/2013	Credit		-			No	0000
101-420-511-5405	R&M - buildings										
	9200800077 Total:	-50.90									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
9201239671	07/25/2013	27.50	0.00	08/20/2013	Tap, drill, bit set for PD		-			No	0000
101-420-511-5405	R&M - buildings										
	9201239671 Total:	27.50									
9201239697	07/25/2013	89.60	0.00	08/20/2013	Post pounder for LWD Fest		-			No	0000
205-430-515-5730	Program supplies										
	9201239697 Total:	89.60									
	GRAINGER Total:	429.01									
	Grainger Total:	429.01									
Home Depot Credit Services											
HOMEDEPO											
007452/5013159	08/07/2013	70.19	0.00	08/20/2013	Swing brackets for Parks		-			No	0000
205-430-515-5730	Program supplies										
	007452/5013159 Total:	70.19									
022751/1017865	07/22/2013	599.40	0.00	08/20/2013	Barrier fence for Parks		-			No	0000
205-430-515-5730	Program supplies										
	022751/1017865 Total:	599.40									
167376	07/16/2013	75.00	0.00	08/20/2013	Rental for Fire Dept		-			No	0000
101-420-511-5530	Equipment Rental										
167376	07/16/2013	-44.32	0.00	08/20/2013	Rental for Fire Dept		-			No	0000
101-420-511-5530	Equipment Rental										
	167376 Total:	30.68									
17658/6016275	07/17/2013	67.86	0.00	08/20/2013	Nozzle, nipple, valve, flange for Parks		-			No	0000
205-430-515-5730	Program supplies										
	17658/6016275 Total:	67.86									
	HOMEDEPO Total:	768.13									
	Home Depot Credit Services Total:	768.13									
Illinois Department of Revenue											
ILDEPREV											
0209-1224-July	08/06/2013	3,037.00	0.00	08/20/2013	Sales tax concessions - July 2013		-			No	0000
205-563-410-4486	Entrees										
	0209-1224-July Total:	3,037.00									
	ILDEPREV Total:	3,037.00									
	Illinois Department of Revenue Total:	3,037.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Jake the Striper											
JAKETHES											
1546	08/02/2013	295.00	0.00	08/20/2013	Striping EMS bicycle, 1500 & 1513		-			No	0000
101-350-512-5480	R&M - vehicles										
	1546 Total:	295.00									
	JAKETHES Total:	295.00									
	Jake the Striper Total:	295.00									
JMI Instrument Company											
JMI											
CPL9765	07/31/2013	200.00	0.00	08/20/2013	Yokogawas Chart, Pens for SCADA system		-			No	0000
660-620-519-5730	Program supplies										
	CPL9765 Total:	200.00									
	JMI Total:	200.00									
	JMI Instrument Company Total:	200.00									
Kennedy Erin C.											
KENNEDY											
12-Jun	06/12/2013	36.03	0.00	08/20/2013	Reissue lost payroll check		-			No	0000
205-000-110-1010	Payroll Chkg Acct-BOL										
	12-Jun Total:	36.03									
	KENNEDY Total:	36.03									
	Kennedy Erin C. Total:	36.03									
Landscape Concepts Management											
LANDSCAP											
55966	08/01/2013	2,885.29	0.00	08/20/2013	Landscaping maint. for Centennial/Aug		-			No	0000
205-430-515-5250	Contract Maintenance										
	55966 Total:	2,885.29									
56682	07/31/2013	84.25	0.00	08/20/2013	Mow, blow and trim - 6954 Kilpatrick		-			No	0000
101-000-410-4399	Other charges for services										
	56682 Total:	84.25									
	LANDSCAP Total:	2,969.54									
	Landscape Concepts Management Total:	2,969.54									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Lee Auto Parts											
LEEAUTOP											
442-246359	07/26/2013	32.52	0.00	08/20/2013	Grease, lube for Pump House		-			No	0000
660-620-519-5730	Program supplies										
	442-246359 Total:	32.52									
	LEEAUTOP Total:	32.52									
	Lee Auto Parts Total:	32.52									
Lisco Kathryn											
LISCOK											
08082013	08/08/2013	230.00	0.00	08/20/2013	Refund - Adventure		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08082013 Total:	230.00									
	LISCOK Total:	230.00									
	Lisco Kathryn Total:	230.00									
Lowe's Business Acc/GECF											
LOWES											
05280	08/02/2013	21.71	0.00	08/20/2013	Sanding discs, garden hose fitting		-			No	0000
101-350-512-5799	Other materials & supplies										
	05280 Total:	21.71									
07354	07/31/2013	163.70	0.00	08/20/2013	Tape, surge protectors, nozzle		-			No	0000
101-350-512-5799	Other materials & supplies										
	07354 Total:	163.70									
07992	08/02/2013	82.59	0.00	08/20/2013	300' hose		-			No	0000
101-350-512-5799	Other materials & supplies										
	07992 Total:	82.59									
1285	07/25/2013	84.90	0.00	08/20/2013	Switch, adapter, ankers for PD		-			No	0000
101-420-511-5405	R&M - buildings										
	1285 Total:	84.90									
16323	07/24/2013	-34.17	0.00	08/20/2013	Return		-			No	0000
101-410-511-5730	Program supplies										
	16323 Total:	-34.17									
1666	08/06/2013	103.63	0.00	08/20/2013	Plywood, screws, pin, washer for park		-			No	0000
205-430-515-5730	Program supplies										
	1666 Total:	103.63									
1842	07/05/2013	31.12	0.00	08/20/2013	Coupling, bushing, adapter for Generator		-			No	0000
101-420-511-5405	R&M - buildings										
	1842 Total:	31.12									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
1858	07/06/2013	61.30	0.00	08/20/2013	Nipple asssembly, elbow for Generators		-			No	0000
101-420-511-5405	R&M - buildings										
	1858 Total:	61.30									
2001	07/16/2013	13.26	0.00	08/20/2013	Spot light for Fire Dept		-			No	0000
101-420-511-5405	R&M - buildings										
	2001 Total:	13.26									
2062	07/08/2013	196.44	0.00	08/20/2013	Hinge, wasp spray, screen door		-			No	0000
205-430-515-5730	Program supplies										
	2062 Total:	196.44									
2078	07/08/2013	16.99	0.00	08/20/2013	Concrete glue for Parks		-			No	0000
205-430-515-5730	Program supplies										
	2078 Total:	16.99									
2098	08/08/2013	179.29	0.00	08/20/2013	Concrete, bolts, for Water Dept		-			No	0000
660-620-519-5730	Program supplies										
	2098 Total:	179.29									
2144	07/09/2013	109.13	0.00	08/20/2013	Base, canvas, roller kit for bathroom		-			No	0000
205-430-515-5730	Program supplies										
	2144 Total:	109.13									
2146	07/17/2013	214.09	0.00	08/20/2013	Plywood, roller kit, adapter for PW		-			No	0000
101-420-511-5405	R&M - buildings										
	2146 Total:	214.09									
2187	07/09/2013	18.50	0.00	08/20/2013	Fuses for Village Hall		-			No	0000
101-420-511-5405	R&M - buildings										
	2187 Total:	18.50									
2209	07/09/2013	51.92	0.00	08/20/2013	Couplings, pipe, conduit for bathroom		-			No	0000
205-430-515-5730	Program supplies										
	2209 Total:	51.92									
2220	07/30/2013	4.47	0.00	08/20/2013	Nipples, bushings, couplings for PW		-			No	0000
101-420-511-5405	R&M - buildings										
	2220 Total:	4.47									
2223	07/30/2013	42.23	0.00	08/20/2013	Sheet metal flooring truck #19		-			No	0000
205-430-515-5480	R&M - vehicles										
	2223 Total:	42.23									
2283	07/30/2013	5.28	0.00	08/20/2013	Switch for Police Dept		-			No	0000
101-420-511-5405	R&M - buildings										
	2283 Total:	5.28									
2285	07/18/2013	30.48	0.00	08/20/2013	Ankers for Proesel Park		-			No	0000
205-430-515-5730	Program supplies										
	2285 Total:	30.48									
2348	07/31/2013	6.97	0.00	08/20/2013	Screws for picnic tables		-			No	0000
205-430-515-5730	Program supplies										
	2348 Total:	6.97									
2376	07/19/2013	11.24	0.00	08/20/2013	Bolts for shelter house		-			No	0000
205-430-515-5730	Program supplies										
	2376 Total:	11.24									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
2386	07/19/2013	20.79	0.00	08/20/2013	Fuses, tape for Shelter House		-			No	0000
205-430-515-5730	Program supplies										
	2386 Total:	20.79									
2430	07/11/2013	160.62	0.00	08/20/2013	Elbow, adapter, coupling, pipe for PD		-			No	0000
101-420-511-5405	R&M - buildings										
	2430 Total:	160.62									
2446	08/01/2013	1.54	0.00	08/20/2013	Bolt for picnic tables		-			No	0000
205-430-515-5730	Program supplies										
	2446 Total:	1.54									
2534	07/22/2013	256.30	0.00	08/20/2013	T Post for LWD Fest		-			No	0000
205-430-515-5730	Program supplies										
	2534 Total:	256.30									
2535	07/22/2013	79.59	0.00	08/20/2013	Batteries for sprinkler system		-			No	0000
205-430-515-5730	Program supplies										
	2535 Total:	79.59									
2555	07/12/2013	42.90	0.00	08/20/2013	Wasp spray for Proesel Park		-			No	0000
205-430-515-5730	Program supplies										
	2555 Total:	42.90									
2566	07/12/2013	60.02	0.00	08/20/2013	Master padlock for Proesel Park		-			No	0000
205-430-515-5730	Program supplies										
	2566 Total:	60.02									
2574	07/12/2013	-24.67	0.00	08/20/2013	Credit		-			No	0000
205-430-515-5730	Program supplies										
	2574 Total:	-24.67									
2576	07/12/2013	11.64	0.00	08/20/2013	Master padlock for Proesel Park		-			No	0000
205-430-515-5730	Program supplies										
	2576 Total:	11.64									
2578	07/12/2013	10.68	0.00	08/20/2013	Master padlock for Proesel Park		-			No	0000
205-430-515-5730	Program supplies										
	2578 Total:	10.68									
2615	07/13/2013	44.95	0.00	08/20/2013	Screw, nipple, bushing for PD		-			No	0000
101-420-511-5405	R&M - buildings										
	2615 Total:	44.95									
2657	07/23/2013	46.98	0.00	08/20/2013	Belt, scissors, plugin refill for Shop		-			No	0000
101-410-511-5730	Program supplies										
	2657 Total:	46.98									
2718	07/24/2013	65.50	0.00	08/20/2013	Lysol , locks, pencil, drill bits for PW		-			No	0000
101-410-511-5745	Small tools										
2718	07/24/2013	61.79	0.00	08/20/2013	Lysol , locks, pencil, drill bits for PW		-			No	0000
101-410-511-5730	Program supplies										
	2718 Total:	127.29									
2731	07/24/2013	36.80	0.00	08/20/2013	Rope for Pergola		-			No	0000
205-430-515-5730	Program supplies										
	2731 Total:	36.80									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
2761	07/24/2013	35.98	0.00	08/20/2013	Sandpaper, belt for truck #9		-			No	0000
205-430-515-5480	R&M - vehicles										
	2761 Total:	35.98									
2769	07/24/2013	94.98	0.00	08/20/2013	Tape, Seal, nuts, for PD basement		-			No	0000
101-420-511-5405	R&M - buildings										
	2769 Total:	94.98									
2804	07/15/2013	69.36	0.00	08/20/2013	Wasp spray, couplings, end stop		-			No	0000
205-430-515-5730	Program supplies										
	2804 Total:	69.36									
2855	07/15/2013	15.34	0.00	08/20/2013	Snap, clamps for Touhy median		-			No	0000
205-430-515-5730	Program supplies										
	2855 Total:	15.34									
2865	07/15/2013	4.50	0.00	08/20/2013	Female boiler drain for Touhy median		-			No	0000
205-430-515-5730	Program supplies										
	2865 Total:	4.50									
2874	07/15/2013	10.85	0.00	08/20/2013	Liquid plumber, nuts, screws for Fire		-			No	0000
101-420-511-5405	R&M - buildings										
	2874 Total:	10.85									
2935	07/26/2013	15.76	0.00	08/20/2013	Screws for PW doors		-			No	0000
101-420-511-5405	R&M - buildings										
	2935 Total:	15.76									
2940	08/07/2013	-38.88	0.00	08/20/2013	Return		-			No	0000
205-430-515-5730	Program supplies										
	2940 Total:	-38.88									
2944	07/06/2013	6.55	0.00	08/20/2013	Fender, screw for Generators		-			No	0000
101-420-511-5405	R&M - buildings										
	2944 Total:	6.55									
2947	07/26/2013	12.12	0.00	08/20/2013	Thinner, paint for PW Doors		-			No	0000
101-420-511-5405	R&M - buildings										
	2947 Total:	12.12									
3482	07/02/2013	9.44	0.00	08/20/2013	Keys for truck		-			No	0000
101-440-513-5480	R&M - vehicles										
	3482 Total:	9.44									
3522	07/05/2013	38.07	0.00	08/20/2013	PVC, Gauge for Generators		-			No	0000
101-420-511-5405	R&M - buildings										
	3522 Total:	38.07									
3525	07/05/2013	4.63	0.00	08/20/2013	Pywood for VH and PD Generator		-			No	0000
101-420-511-5405	R&M - buildings										
	3525 Total:	4.63									
6276	07/05/2013	15.42	0.00	08/20/2013	Fender, bonder, screws for Generators		-			No	0000
101-420-511-5405	R&M - buildings										
	6276 Total:	15.42									
7330	07/31/2013	186.16	0.00	08/20/2013	Paint and brushes for benches at park		-			No	0000
205-430-515-5730	Program supplies										
	7330 Total:	186.16									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
9013	07/24/2013	16.93	0.00	08/20/2013	Propane tank for VH		-			No	0000
205-430-515-5730	Program supplies										
	9013 Total:	16.93									
94458	07/11/2013	1,096.52	0.00	08/20/2013	Window opener		-			No	0000
101-420-511-5405	R&M - buildings										
	94458 Total:	1,096.52									
95691	07/25/2013	-1,096.52	0.00	08/20/2013	Return		-			No	0000
101-420-511-5405	R&M - buildings										
	95691 Total:	-1,096.52									
9988	07/24/2013	1.78	0.00	08/20/2013	Key for PW		-			No	0000
101-420-511-5405	R&M - buildings										
	9988 Total:	1.78									
	LOWES Total:	2,789.49									
	Lowe's Business Acc/GECF Total:	2,789.49									
Marc Printing											
MARCP											
08092013	08/09/2013	487.14	0.00	08/20/2013	Postage - water bills - June thru August		-			No	0000
660-610-519-5720	Postage										
	08092013 Total:	487.14									
107079	07/19/2013	477.12	0.00	08/20/2013	Mailing of water - July 2013		-			No	0000
660-610-519-5720	Postage										
	107079 Total:	477.12									
107130	08/05/2013	593.20	0.00	08/20/2013	#10 Return envelopes for water bills		-			No	0000
660-610-519-5720	Postage										
107130	08/05/2013	61.31	0.00	08/20/2013	Shipping		-			No	0000
660-610-519-5720	Postage										
	107130 Total:	654.51									
107131	08/05/2013	541.40	0.00	08/20/2013	#9 return envelopes for water bills		-			No	0000
660-610-519-5720	Postage										
107131	08/05/2013	61.31	0.00	08/20/2013	Shipping		-			No	0000
660-610-519-5720	Postage										
	107131 Total:	602.71									
	MARCP Total:	2,221.48									
	Marc Printing Total:	2,221.48									
Martin Implement Sales Inc											
MARTINIM											
A27436	07/17/2013	348.22	0.00	08/20/2013	Blades for Tractors #5		-			No	0000
205-430-515-5480	R&M - vehicles										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	A27436 Total:	348.22									
	MARTINIM Total:	348.22									
	Martin Implement Sales Inc Total:	348.22									
Menoni & Mocogni, Inc.											
MENONI											
1052427	07/29/2013	93.00	0.00	08/20/2013	Hay for Lincolnwood Fest		-			No	0000
205-430-515-5730	Program supplies										
	1052427 Total:	93.00									
	MENONI Total:	93.00									
	Menoni & Mocogni, Inc. Total:	93.00									
Orange Crush LLC											
ORANGCRH											
440353	08/05/2013	686.85	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	440353 Total:	686.85									
440663	08/06/2013	450.00	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	440663 Total:	450.00									
440753	08/07/2013	224.01	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	440753 Total:	224.01									
	ORANGCRH Total:	1,360.86									
	Orange Crush LLC Total:	1,360.86									
Osborne Kathy											
OSBORNE											
08082013	08/08/2013	58.00	0.00	08/20/2013	Refund - Ride Bike		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08082013 Total:	58.00									
	OSBORNE Total:	58.00									
	Osborne Kathy Total:	58.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Palatine Oil, Co, Inc.											
PALAT											
486822	07/16/2013	66.55	0.00	08/20/2013	Fuel usage		-			No	0000
101-420-511-5670	Fuel										
486822	07/16/2013	4,500.22	0.00	08/20/2013	Fuel usage		-			No	0000
101-300-512-5670	Fuel										
486822	07/16/2013	360.16	0.00	08/20/2013	Fuel usage		-			No	0000
101-350-512-5670	Fuel										
486822	07/16/2013	127.45	0.00	08/20/2013	Fuel usage		-			No	0000
101-400-511-5670	Fuel										
486822	07/16/2013	1.30	0.00	08/20/2013	Fuel usage		-			No	0000
101-410-511-5670	Fuel										
486822	07/16/2013	193.13	0.00	08/20/2013	Fuel usage		-			No	0000
101-420-511-5670	Fuel										
486822	07/16/2013	675.95	0.00	08/20/2013	Fuel usage		-			No	0000
101-440-513-5670	Fuel										
486822	07/16/2013	755.11	0.00	08/20/2013	Fuel usage		-			No	0000
205-430-515-5670	Fuel										
486822	07/16/2013	539.36	0.00	08/20/2013	Fuel usage		-			No	0000
660-620-519-5670	Fuel										
	486822 Total:	7,219.23									
486823	07/16/2013	975.50	0.00	08/20/2013	Fuel usage		-			No	0000
101-350-512-5670	Fuel										
486823	07/16/2013	1,675.67	0.00	08/20/2013	Fuel usage		-			No	0000
101-440-513-5670	Fuel										
486823	07/16/2013	468.31	0.00	08/20/2013	Fuel usage		-			No	0000
205-430-515-5670	Fuel										
486823	07/16/2013	262.60	0.00	08/20/2013	Fuel usage		-			No	0000
660-620-519-5670	Fuel										
	486823 Total:	3,382.08									
488106	08/01/2013	875.21	0.00	08/20/2013	Fuel usage		-			No	0000
101-350-512-5670	Fuel										
488106	08/01/2013	1,265.86	0.00	08/20/2013	Fuel usage		-			No	0000
101-440-513-5670	Fuel										
488106	08/01/2013	362.49	0.00	08/20/2013	Fuel usage		-			No	0000
205-430-515-5670	Fuel										
488106	08/01/2013	222.99	0.00	08/20/2013	Fuel usage		-			No	0000
660-620-519-5670	Fuel										
	488106 Total:	2,726.55									
488107	08/01/2013	87.29	0.00	08/20/2013	Fuel usage		-			No	0000
101-420-511-5670	Fuel										
488107	08/01/2013	2,710.02	0.00	08/20/2013	Fuel usage		-			No	0000
101-300-512-5670	Fuel										
488107	08/01/2013	266.58	0.00	08/20/2013	Fuel usage		-			No	0000
101-350-512-5670	Fuel										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
488107	08/01/2013	46.00	0.00	08/20/2013	Fuel usage		-			No	0000
101-400-511-5670	Fuel										
488107	08/01/2013	41.82	0.00	08/20/2013	Fuel usage		-			No	0000
101-410-511-5670	Fuel										
488107	08/01/2013	378.45	0.00	08/20/2013	Fuel usage		-			No	0000
101-440-513-5670	Fuel										
488107	08/01/2013	279.13	0.00	08/20/2013	Fuel usage		-			No	0000
205-430-515-5670	Fuel										
488107	08/01/2013	557.47	0.00	08/20/2013	Fuel usage		-			No	0000
660-620-519-5670	Fuel										
	488107 Total:	4,366.76									
	PALAT Total:	17,694.62									
	Palatine Oil, Co, Inc. Total:	17,694.62									
Printwell Printing											
PRINTWEL											
43638	07/29/2013	286.86	0.00	08/20/2013	Building Permits		-			No	0000
101-220-512-5560	Printing & copying services										
	43638 Total:	286.86									
	PRINTWEL Total:	286.86									
	Printwell Printing Total:	286.86									
ProSafety											
PROSAFET											
2/756670	06/30/2013	180.00	0.00	08/20/2013	Waterproof pants for Water Dept		-			No	0000
101-440-513-5730	Program supplies										
	2/756670 Total:	180.00									
	PROSAFET Total:	180.00									
	ProSafety Total:	180.00									
Rogoff Anna											
ROGOFF											
08082013	08/08/2013	58.00	0.00	08/20/2013	Refund - Ride Bike		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08082013 Total:	58.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	ROGOFF Total:	58.00									
	Rogoff Anna Total:	58.00									
Safeway Inc											
DOMINICK											
1504404	08/08/2013	48.13	0.00	08/20/2013	Guard awards party		-			No	0000
205-562-515-5645	Concessions & food										
	1504404 Total:	48.13									
	DOMINICK Total:	48.13									
	Safeway Inc Total:	48.13									
Senior News - 50 and Better											
SENIOR											
22790	07/30/2013	250.00	0.00	08/20/2013	Payrment for media ad for Senior Expo		-			No	0000
205-570-515-5270	Purchased program services										
	22790 Total:	250.00									
	SENIOR Total:	250.00									
	Senior News - 50 and Better Total:	250.00									
Shapiro Marcia											
SHAPIROM											
08082013	08/08/2013	284.00	0.00	08/20/2013	Refund - White Sox - class cancelled		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08082013 Total:	284.00									
	SHAPIROM Total:	284.00									
	Shapiro Marcia Total:	284.00									
Sun-Times Media/Pioneer Press											
PIONEPRS											
100127958	06/30/2013	1,400.00	0.00	08/20/2013	Media ads for Summer Concert Series		-			No	0000
205-504-515-5510	Advertising										
	100127958 Total:	1,400.00									
	PIONEPRS Total:	1,400.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Sun-Times Media/Pioneer Press Total:	1,400.00									
Sunshine Arts & Crafts											
SUNSHINE											
050113-2	05/01/2013	364.00	0.00	08/20/2013	Field trip - Potawatomie		-			No	0000
205-530-515-5270	Purchased program services										
	050113-2 Total:	364.00									
080713-2	08/07/2013	653.00	0.00	08/20/2013	Field trip - Rutledge		-			No	0000
205-530-515-5270	Purchased program services										
	080713-2 Total:	653.00									
	SUNSHINE Total:	1,017.00									
	Sunshine Arts & Crafts Total:	1,017.00									
Superior Installations											
SUPERIOR											
130212	05/23/2013	1,000.00	0.00	08/20/2013	Driveway deposit refund		-			No	0000
101-000-210-2620	Contractor bonds payable										
	130212 Total:	1,000.00									
	SUPERIOR Total:	1,000.00									
	Superior Installations Total:	1,000.00									
T.P.I. Building Code Consultan											
TPI											
6610	07/31/2013	5,906.86	0.00	08/20/2013	Plan Review July		-			No	0000
101-240-517-5399	Other professional services										
6610	07/31/2013	12,519.00	0.00	08/20/2013	In House July		-			No	0000
101-240-517-5399	Other professional services										
	6610 Total:	18,425.86									
	TPI Total:	18,425.86									
	T.P.I. Building Code Consultan Total:	18,425.86									
The Peace School											
THEPEACE											
539	08/07/2013	1,066.80	0.00	08/20/2013	Yoga Summer Session-June 10 thru Aug 12		-			No	0000
205-503-515-5270	Purchased program services										
	539 Total:	1,066.80									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	THEPEACE Total:	1,066.80									
	The Peace School Total:	1,066.80									
U.S. FoodService, Inc.											
USFOODSE											
2529496	08/05/2013	889.67	0.00	08/20/2013	Concession Stand Pool		-			No	0000
205-563-515-5645	Concessions & food										
	2529496 Total:	889.67									
	USFOODSE Total:	889.67									
	U.S. FoodService, Inc. Total:	889.67									
Varughese Neha											
VARUGH											
08082013	08/08/2013	95.00	0.00	08/20/2013	Refund - Pee Wee Tennis		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08082013 Total:	95.00									
	VARUGH Total:	95.00									
	Varughese Neha Total:	95.00									
Village of Lincolnwood											
VOLPW											
PC07312013	07/31/2013	82.57	0.00	08/20/2013	Petty Cash - Public Works		-			No	0000
660-620-519-5720	Postage										
	PC07312013 Total:	82.57									
	VOLPW Total:	82.57									
	Village of Lincolnwood Total:	82.57									
Warehouse Direct											
WAREHOUS											
1996955-0	07/23/2013	485.00	0.00	08/20/2013	Office Supplies		-			No	0000
101-100-511-5799	Other materials & supplies										
	1996955-0 Total:	485.00									
2000698-0	07/11/2013	103.75	0.00	08/20/2013	Office Supplies		-			No	0000
101-350-512-5700	Office supplies										
	2000698-0 Total:	103.75									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
2000700-0	07/11/2013	146.50	0.00	08/20/2013	Office Supplies		-			No	0000
101-400-511-5700	Office supplies										
	2000700-0 Total:	146.50									
2008153-0	07/18/2013	8.75	0.00	08/20/2013	Office Supplies		-			No	0000
101-300-512-5730	Program supplies										
	2008153-0 Total:	8.75									
2008153-1	07/19/2013	89.37	0.00	08/20/2013	Office Supplies		-			No	0000
101-300-512-5730	Program supplies										
	2008153-1 Total:	89.37									
2008972-0	07/19/2013	160.65	0.00	08/20/2013	Office Supplies		-			No	0000
101-200-511-5700	Office supplies										
	2008972-0 Total:	160.65									
2009134-0	07/19/2013	14.82	0.00	08/20/2013	Office Supplies		-			No	0000
101-300-512-5730	Program supplies										
	2009134-0 Total:	14.82									
2010925-0	07/22/2013	610.66	0.00	08/20/2013	Office Supplies		-			No	0000
101-210-511-5700	Office supplies										
	2010925-0 Total:	610.66									
C2008153-0	07/23/2013	-3.31	0.00	08/20/2013	Office Supplies		-			No	0000
101-300-512-5730	Program supplies										
	C2008153-0 Total:	-3.31									
	WAREHOUS Total:	1,616.19									
	Warehouse Direct Total:	1,616.19									
Water Services Co.											
WATERSER											
20357	07/01/2013	1,709.10	0.00	08/20/2013	RPZ testing for devices		-			No	0000
101-420-511-5405	R&M - buildings										
	20357 Total:	1,709.10									
	WATERSER Total:	1,709.10									
	Water Services Co. Total:	1,709.10									
	Report Total:	218,920.35									

Accounts Payable
To Be Paid Proof List

User: jmm
Printed: 08/12/2013 - 10:06 AM
Batch: 106-08-2013

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Ace Hardware Skokie											
ACEHRDS											
176426	07/23/2013	134.95	0.00	08/20/2013	Concrete Epoxy - deck work		-			No	0000
205-560-515-5405	R&M - buildings										
	176426 Total:	134.95									
	ACEHRDS Total:	134.95									
	Ace Hardware Skokie Total:	134.95									
Active Electrical Supply Co.,											
ACTIVELE											
10382198-01	07/16/2013	408.96	0.00	08/20/2013	Lamp for Centennial Park		-			No	0000
205-430-515-5730	Program supplies										
	10382198-01 Total:	408.96									
10384297-00	07/26/2013	301.68	0.00	08/20/2013	Fuses for emergency generator		-			No	0000
101-420-511-5405	R&M - buildings										
	10384297-00 Total:	301.68									
10384304-00	07/26/2013	12.87	0.00	08/20/2013	Tape for emergency generator		-			No	0000
101-420-511-5405	R&M - buildings										
	10384304-00 Total:	12.87									
10384325-00	07/26/2013	147.01	0.00	08/20/2013	Switch for emergency generator		-			No	0000
101-420-511-5405	R&M - buildings										
	10384325-00 Total:	147.01									
10384631-00	07/30/2013	505.25	0.00	08/20/2013	Tape, conduit, misc for Generators		-			No	0000
101-420-511-5405	R&M - buildings										
	10384631-00 Total:	505.25									
	ACTIVELE Total:	1,375.77									
	Active Electrical Supply Co., Total:	1,375.77									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Alltown Bus Service											
ALLTOWN											
510994	06/30/2013	1,990.00	0.00	08/20/2013	June camp daily transportation		-			No	0000
205-530-515-5645	Concessions & food										
510994	06/30/2013	1,740.00	0.00	08/20/2013	June camp charter transportation		-			No	0000
205-530-515-5645	Concessions & food										
510994	06/30/2013	470.00	0.00	08/20/2013	June swim team transportation		-			No	0000
205-562-515-5270	Purchased program services										
	510994 Total:	4,200.00									
510995	07/31/2013	4,378.00	0.00	08/20/2013	July camp daily transportation		-			No	0000
205-530-515-5645	Concessions & food										
510995	07/31/2013	5,415.00	0.00	08/20/2013	July camp charter transportation		-			No	0000
205-530-515-5645	Concessions & food										
510995	07/31/2013	350.00	0.00	08/20/2013	July swim team transportation		-			No	0000
205-562-515-5270	Purchased program services										
	510995 Total:	10,143.00									
	ALLTOWN Total:	14,343.00									
	Alltown Bus Service Total:	14,343.00									
American Charge Service											
AMERCHAR											
080502013	08/05/2013	133.00	0.00	08/20/2013	Taxi Coupons - July 2013		-			No	0000
205-570-515-5280	Subsidized taxi program										
	080502013 Total:	133.00									
	AMERCHAR Total:	133.00									
	American Charge Service Total:	133.00									
American Planning Association											
AMERPLNA											
135036-1355	07/25/2013	795.00	0.00	08/20/2013	Planning Advising - Oct 13 thru Sept 14		-			No	0000
101-240-517-5570	Professional associations										
135036-1355	07/25/2013	95.00	0.00	08/20/2013	Zoning Practice		-			No	0000
101-240-517-5620	Books & publications										
	135036-1355 Total:	890.00									
	AMERPLNA Total:	890.00									
	American Planning Association Total:	890.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Anderson Pest Solutions											
ANDERP											
2633147	08/01/2013	255.00	0.00	08/20/2013	Monthly Inspections - August 2013		-			No	0000
101-420-511-5405	R&M - buildings										
	2633147 Total:	255.00									
	ANDERP Total:	255.00									
	Anderson Pest Solutions Total:	255.00									
Back Flow Solutions Inc											
BFSINC											
2035	08/01/2013	688.60	0.00	08/20/2013	Program management fee		-			No	0000
660-620-519-5399	Other professional services										
	2035 Total:	688.60									
	BFSINC Total:	688.60									
	Back Flow Solutions Inc Total:	688.60									
Canon Financial Services											
CANONFIN											
12964590	08/02/2013	342.01	0.00	08/20/2013	Lease Payment - CM5520 - August/CD		-			No	0000
101-000-210-2650	Contractor Permits Payable										
12964590	08/02/2013	373.50	0.00	08/20/2013	Lease Payment - CM5520 - August/Parks		-			No	0000
205-500-515-5440	R&M - office equipment										
12964590	08/02/2013	317.00	0.00	08/20/2013	Lease Payment - CM5520 - August/PD		-			No	0000
101-210-511-5440	R&M - office equipment										
	12964590 Total:	1,032.51									
	CANONFIN Total:	1,032.51									
	Canon Financial Services Total:	1,032.51									
Canon Solutions America, Inc											
CANONSOL											
988047868	08/02/2013	166.30	0.00	08/20/2013	Finance monthly maintenance - August		-			No	0000
101-210-511-5440	R&M - office equipment										
	988047868 Total:	166.30									
988053564	08/06/2013	370.29	0.00	08/20/2013	Administration monthly maintenance - Aug		-			No	0000
101-210-511-5440	R&M - office equipment										
	988053564 Total:	370.29									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	CANONSOL Total:	536.59									
	Canon Solutions America, Inc Total:	536.59									
Car Quest Auto Parts											
CARQ											
11838-102810	07/16/2013	228.78	0.00	08/20/2013	Rotors for Squad 210		-			No	0000
101-300-512-5480	R&M - vehicles										
	11838-102810 Total:	228.78									
	CARQ Total:	228.78									
	Car Quest Auto Parts Total:	228.78									
Case Lots, Inc.											
CASELOTS											
49938	07/17/2013	1,110.50	0.00	08/20/2013	Multi folding towels and bleach for bldg		-			No	0000
101-420-511-5730	Program supplies										
	49938 Total:	1,110.50									
	CASELOTS Total:	1,110.50									
	Case Lots, Inc. Total:	1,110.50									
CDW Government											
CDWGOV											
DP78421	07/22/2013	276.70	0.00	08/20/2013	Printers for ambulances		-			No	0000
101-350-512-5730	Program supplies										
	DP78421 Total:	276.70									
DS21016	07/26/2013	114.14	0.00	08/20/2013	Card swipers		-			No	0000
205-560-515-5700	Office supplies										
	DS21016 Total:	114.14									
DT72972	07/30/2013	6,268.91	0.00	08/20/2013	Email archiver appliance		-			No	0000
101-250-511-6530	Equipment - data processing										
	DT72972 Total:	6,268.91									
	CDWGOV Total:	6,659.75									
	CDW Government Total:	6,659.75									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Certified Laboratories											
CERTIFIE											
1112352	05/21/2013	287.22	0.00	08/20/2013	Lube for shop		-			No	0000
101-410-511-5675	Lubricants and Fluids										
	1112352 Total:	287.22									
	CERTIFIE Total:	287.22									
	Certified Laboratories Total:	287.22									
Chicago International Trucks											
CHGOINTL											
10154421	07/02/2013	77.93	0.00	08/20/2013	Filters for PW vehicles		-			No	0000
101-440-513-5480	R&M - vehicles										
10154421	07/02/2013	77.93	0.00	08/20/2013	Filters for PW vehicles		-			No	0000
660-620-519-5480	R&M - vehicles										
10154421	07/02/2013	77.94	0.00	08/20/2013	Filters for PW vehicles		-			No	0000
205-430-515-5480	R&M - vehicles										
	10154421 Total:	233.80									
	CHGOINTL Total:	233.80									
	Chicago International Trucks Total:	233.80									
Chicago Metropolitan Fire Prev											
CHGOMETR											
IN00059315	07/24/2013	360.00	0.00	08/20/2013	Installation hydro test - PW sprinkler		-			No	0000
101-420-511-5405	R&M - buildings										
	IN00059315 Total:	360.00									
	CHGOMETR Total:	360.00									
	Chicago Metropolitan Fire Prev Total:	360.00									
Collins Michelle											
COLLINSM											
07302013	07/30/2013	90.00	0.00	08/20/2013	Refund - Beginning Tennis		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07302013 Total:	90.00									
	COLLINSM Total:	90.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Collins Michelle Total:	90.00									
Cozma Marilena											
COZMA											
08022013	08/02/2013	42.00	0.00	08/20/2013	Refund - Tennis		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08022013 Total:	42.00									
	COZMA Total:	42.00									
	Cozma Marilena Total:	42.00									
Deluxe Business Checks & Solut											
DELUXEBU											
2028330313	08/01/2013	402.02	0.00	08/20/2013	Laser M/P Direct Deposit Checks		-			No	0000
101-210-511-5700	Office supplies										
	2028330313 Total:	402.02									
	DELUXEBU Total:	402.02									
	Deluxe Business Checks & Solut Total:	402.02									
Des Plaines Park District											
DESPLNPD											
875837	08/01/2013	769.00	0.00	08/20/2013	Rutledge Rockets field trip -July 24		-			No	0000
205-530-515-5270	Purchased program services										
	875837 Total:	769.00									
	DESPLNPD Total:	769.00									
	Des Plaines Park District Total:	769.00									
Dueco, Inc											
DUECOINC											
299058	07/12/2013	73.15	0.00	08/20/2013	Check valve,adapter, hose, for truck #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	299058 Total:	73.15									
	DUECOINC Total:	73.15									
	Dueco, Inc Total:	73.15									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Emcor Services Team Mechanical											
EMCOR											
00 3038185	07/18/2013	812.65	0.00	08/20/2013	Services performed at valve box - VH		-			No	0000
101-420-511-5405	R&M - buildings										
	00 3038185 Total:	812.65									
	EMCOR Total:	812.65									
	Emcor Services Team Mechanical Total:	812.65									
Fedex											
FEDEX											
898935369126	07/23/2013	18.52	0.00	08/20/2013	Shipping - Legal		-			No	0000
101-210-511-5720	Postage										
	898935369126 Total:	18.52									
898935369181	07/29/2013	17.77	0.00	08/20/2013	Shipping - In the News Inc		-			No	0000
101-210-511-5720	Postage										
	898935369181 Total:	17.77									
	FEDEX Total:	36.29									
	Fedex Total:	36.29									
Floresca Annaliza											
FLORESCA											
08052013	08/05/2013	382.50	0.00	08/20/2013	Refund - Community Center Rental		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08052013 Total:	382.50									
	FLORESCA Total:	382.50									
	Floresca Annaliza Total:	382.50									
Grainger											
GRAINGER											
9194743614	07/18/2013	331.96	0.00	08/20/2013	Valve, Union, Coupling for Fire		-			No	0000
101-420-511-5405	R&M - buildings										
	9194743614 Total:	331.96									
9195119285	07/18/2013	172.13	0.00	08/20/2013	Elbow, tube cutter for Fire		-			No	0000
101-420-511-5405	R&M - buildings										
	9195119285 Total:	172.13									
9201239689	07/25/2013	22.40	0.00	08/20/2013	Lubricating oil for filters		-			No	0000
205-560-515-5405	R&M - buildings										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	9201239689 Total:	22.40									
9203653721	07/29/2013	196.29	0.00	08/20/2013	Cable tie for Proesel Park		-			No	0000
205-430-515-5730	Program supplies										
	9203653721 Total:	196.29									
	GRAINGER Total:	722.78									
	Grainger Total:	722.78									
Hall's Rental Services Inc											
HALLSRE											
814630	07/31/2013	170.00	0.00	08/20/2013	Chair Rental for annual concert		-			No	0000
101-100-511-5270	Purchased program services										
	814630 Total:	170.00									
	HALLSRE Total:	170.00									
	Hall's Rental Services Inc Total:	170.00									
Halogen											
HALOGEN											
440902	08/05/2013	17.30	0.00	08/20/2013	Handles for vacuum		-			No	0000
205-560-515-5630	Chemicals - swimming pool										
	440902 Total:	17.30									
	HALOGEN Total:	17.30									
	Halogen Total:	17.30									
IL Municipal Retirement Fund											
ZZIMRF											
08062013	08/06/2013	13,347.13	0.00	08/20/2013	Employee - July 2013		-			No	0000
102-000-210-2023	Employee IMRF withholding										
08062013	08/06/2013	32,698.16	0.00	08/20/2013	Employer - July 2013		-			No	0000
102-000-210-2023	Employee IMRF withholding										
08062013	08/06/2013	2,551.08	0.00	08/20/2013	SLEP Retired Police Chief - July 2013		-			No	0000
101-300-512-5080	Pension - regular										
	08062013 Total:	48,596.37									
	ZZIMRF Total:	48,596.37									
	IL Municipal Retirement Fund Total:	48,596.37									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Indestructo Rental Co., Inc.											
INDESTRU											
20618	07/31/2013	1,095.00	0.00	08/20/2013	Tent and chairs for conference swim		-			No	0000
205-562-515-5730	Program supplies										
	20618 Total:	1,095.00									
	INDESTRU Total:	1,095.00									
	Indestructo Rental Co., Inc. Total:	1,095.00									
JCK Contractors											
JCKCONT											
12041	07/13/2013	350.00	0.00	08/20/2013	One load of top soil		-			No	0000
101-440-513-5680	Landscaping supplies										
	12041 Total:	350.00									
12071	07/20/2013	350.00	0.00	08/20/2013	One load of top soil		-			No	0000
101-440-513-5680	Landscaping supplies										
	12071 Total:	350.00									
	JCKCONT Total:	700.00									
	JCK Contractors Total:	700.00									
JMI Instrument Company											
JMI											
CPL9583	07/22/2013	242.48	0.00	08/20/2013	Yokogawa chart, pens for SCADA		-			No	0000
660-620-519-5730	Program supplies										
	CPL9583 Total:	242.48									
	JMI Total:	242.48									
	JMI Instrument Company Total:	242.48									
Johnstone Supply											
JOHNSTON											
180127	07/18/2013	27.00	0.00	08/20/2013	Slugs for A/C at Server Room		-			No	0000
101-420-511-5405	R&M - buildings										
	180127 Total:	27.00									
	JOHNSTON Total:	27.00									
	Johnstone Supply Total:	27.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Kinzler Melissa											
KINZLER											
07302013	07/30/2013	66.00	0.00	08/20/2013	Refund - Private Swim Lessons		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07302013 Total:	66.00									
	KINZLER Total:	66.00									
	Kinzler Melissa Total:	66.00									
La Bella Cynthia											
LABELLA											
07262013	07/26/2013	181.00	0.00	08/20/2013	Refund - Last Hurrah		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07262013 Total:	181.00									
	LABELLA Total:	181.00									
	La Bella Cynthia Total:	181.00									
Landscape Concepts Management											
LANDSCAP											
56649	07/31/2013	84.25	0.00	08/20/2013	Mow, blow and trim		-			No	0000
101-000-410-4399	Other charges for services										
	56649 Total:	84.25									
	LANDSCAP Total:	84.25									
	Landscape Concepts Management Total:	84.25									
Lee Auto Parts											
LEEAUTOP											
442-245592	07/19/2013	31.50	0.00	08/20/2013	Blades,washer, file holder for vehicles		-			No	0000
101-350-512-5480	R&M - vehicles										
442-245592	07/19/2013	42.54	0.00	08/20/2013	Blades,washer, file holder for vehicles		-			No	0000
101-440-513-5480	R&M - vehicles										
	442-245592 Total:	74.04									
	LEEAUTOP Total:	74.04									
	Lee Auto Parts Total:	74.04									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Lurvey Landscape Supply											
LURVEY											
T1-0004249	05/02/2013	209.92	0.00	08/20/2013	Bluegrass		-			No	0000
101-440-513-5680	Landscaping supplies										
	T1-0004249 Total:	209.92									
T1-0005175	05/06/2013	77.75	0.00	08/20/2013	Bluegrass		-			No	0000
101-440-513-5680	Landscaping supplies										
	T1-0005175 Total:	77.75									
T1-0006171	05/09/2013	55.53	0.00	08/20/2013	Bluegrass		-			No	0000
101-440-513-5680	Landscaping supplies										
	T1-0006171 Total:	55.53									
T1-0012587	05/30/2013	8.89	0.00	08/20/2013	Bluegrass		-			No	0000
101-440-513-5680	Landscaping supplies										
	T1-0012587 Total:	8.89									
	LURVEY Total:	352.09									
	Lurvey Landscape Supply Total:	352.09									
Maine-Niles Association of Spe											
MNASR											
13-115	07/19/2013	2,107.72	0.00	08/20/2013	Inclusion services for July B		-			No	0000
205-580-515-5270	Purchased program services										
	13-115 Total:	2,107.72									
	MNASR Total:	2,107.72									
	Maine-Niles Association of Spe Total:	2,107.72									
MGP, Inc.											
MGPINC											
1975	07/31/2013	873.75	0.00	08/20/2013	GISC Staffing - July 2013		-			No	0000
101-250-511-5599	Other contractual										
1975	07/31/2013	873.75	0.00	08/20/2013	GISC Staffing - July 2013		-			No	0000
101-000-210-2650	Contractor Permits Payable										
1975	07/31/2013	1,747.50	0.00	08/20/2013	GISC Staffing - July 2013		-			No	0000
660-620-519-5599	Other contractual										
	1975 Total:	3,495.00									
	MGPINC Total:	3,495.00									
	MGP, Inc. Total:	3,495.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Midwest Meter Inc											
MIDWESTM											
0047137-IN	07/23/2013	436.55	0.00	08/20/2013	Cable and connector for Pump House		-			No	0000
660-620-519-5796	Water system repair parts										
	0047137-IN Total:	436.55									
	MIDWESTM Total:	436.55									
	Midwest Meter Inc Total:	436.55									
Mrofka Ron											
MROFKA											
13-5407	08/08/2013	72.50	0.00	08/20/2013	Reimbursement for 50/50 animal control		-			No	0000
101-400-511-5210	Animal control										
	13-5407 Total:	72.50									
	MROFKA Total:	72.50									
	Mrofka Ron Total:	72.50									
NAPA											
NAPA											
68773	07/15/2013	9.00	0.00	08/20/2013	Switch for roller		-			No	0000
101-440-513-5480	R&M - vehicles										
	68773 Total:	9.00									
70182	07/23/2013	29.00	0.00	08/20/2013	Lightweight filler, hardener for truck		-			No	0000
101-440-513-5480	R&M - vehicles										
	70182 Total:	29.00									
	NAPA Total:	38.00									
	NAPA Total:	38.00									
New Pig Corporation											
NEWPIG											
21126290-00	05/15/2013	729.63	0.00	08/20/2013	Spill containers for deck		-			No	0000
101-410-511-5745	Small tools										
	21126290-00 Total:	729.63									
	NEWPIG Total:	729.63									
	New Pig Corporation Total:	729.63									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Northeastern IL Public Safety											
NORTHEAS											
11272	06/30/2013	190.00	0.00	08/20/2013	Media relationship training/Dept Admin		-			No	0000
101-400-511-5590	Training										
	11272 Total:	190.00									
	NORTHEAS Total:	190.00									
	Northeastern IL Public Safety Total:	190.00									
Nu Toys Leisure Products											
NUTOYS											
40142	07/30/2013	2,500.00	0.00	08/20/2013	Super scoop and diggers		-			No	0000
205-430-515-5470	R&M - Recreation equipment										
40142	07/30/2013	157.00	0.00	08/20/2013	Shipping		-			No	0000
205-430-515-5470	R&M - Recreation equipment										
40142	07/30/2013	225.00	0.00	08/20/2013	Surface repair kit		-			No	0000
205-430-515-5470	R&M - Recreation equipment										
	40142 Total:	2,882.00									
	NUTOYS Total:	2,882.00									
	Nu Toys Leisure Products Total:	2,882.00									
Orange Crush LLC											
ORANGCRH											
438811	07/19/2013	222.30	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	438811 Total:	222.30									
438890	07/19/2013	186.30	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	438890 Total:	186.30									
439017	07/20/2013	451.89	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	439017 Total:	451.89									
439201	07/23/2013	575.70	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	439201 Total:	575.70									
439333	07/24/2013	737.01	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	439333 Total:	737.01									
439462	07/25/2013	796.86	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	439462 Total:	796.86									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
439513	07/25/2013	260.00	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	439513 Total:	260.00									
439596	07/26/2013	570.00	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	439596 Total:	570.00									
439756	07/29/2013	515.28	0.00	08/20/2013	Mod Surface		-			No	0000
213-000-561-5340	Engineering										
	439756 Total:	515.28									
	ORANGCRH Total:	4,315.34									
	Orange Crush LLC Total:	4,315.34									
Ortiz Jorge											
ORTIZ											
07302013	07/30/2013	19.00	0.00	08/20/2013	Refund - Swim Lessons		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	07302013 Total:	19.00									
	ORTIZ Total:	19.00									
	Ortiz Jorge Total:	19.00									
Paramedic Services of Illinois											
PARAMEDI											
3904	08/01/2013	217,192.25	0.00	08/20/2013	For Services Rendered Month of 8/31/2013		-			No	0000
101-350-512-5220	Fire protection										
	3904 Total:	217,192.25									
	PARAMEDI Total:	217,192.25									
	Paramedic Services of Illinois Total:	217,192.25									
Pecirno Ardis											
PECIRNO											
7312013	07/31/2013	875.00	0.00	08/20/2013	Graphic design - Fall Brochure		-			No	0000
205-500-515-5599	Other contractual										
	7312013 Total:	875.00									
	PECIRNO Total:	875.00									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Pecirno Ardis Total:	875.00									
PEP Boys											
PEPBOYS											
04790266372	07/31/2013	62.31	0.00	08/20/2013	Brake lines		-			No	0000
101-350-512-5740	Repair parts										
	04790266372 Total:	62.31									
	PEPBOYS Total:	62.31									
	PEP Boys Total:	62.31									
Standard Equipment Company											
STANDARD											
C85486	07/19/2013	1,028.46	0.00	08/20/2013	Main broom refill, switch for Sweeper #2		-			No	0000
101-440-513-5480	R&M - vehicles										
	C85486 Total:	1,028.46									
C85487	07/22/2013	540.40	0.00	08/20/2013	Switch for Sweeper #2		-			No	0000
101-440-513-5480	R&M - vehicles										
	C85487 Total:	540.40									
C85500	07/22/2013	14.95	0.00	08/20/2013	Connectors for Sweeper #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	C85500 Total:	14.95									
C85555	07/24/2013	1,097.08	0.00	08/20/2013	Dirt Shoes for Sweeper #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	C85555 Total:	1,097.08									
	STANDARD Total:	2,680.89									
	Standard Equipment Company Total:	2,680.89									
State Treasurer, IL Dept of Tr											
STATETIL											
40418	07/24/2013	5,929.58	0.00	08/20/2013	Maintenance for traffic control signals		-			No	0000
212-000-513-5290	Street lights & traffic signal										
	40418 Total:	5,929.58									
	STATETIL Total:	5,929.58									
	State Treasurer, IL Dept of Tr Total:	5,929.58									

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Suburban Laboratories, Inc.											
SUBURB											
29367	07/15/2013	52.50	0.00	08/20/2013	Coliform and testing and disinfectants		-			No	0000
660-620-519-5320	Consulting										
	29367 Total:	52.50									
29721	07/30/2013	67.50	0.00	08/20/2013	Coliform testing and disinfectant		-			No	0000
660-620-519-5320	Consulting										
	29721 Total:	67.50									
	SUBURB Total:	120.00									
	Suburban Laboratories, Inc. Total:	120.00									
Sultana Shaihla											
SULTANA											
08022013	08/02/2013	306.00	0.00	08/20/2013	Refund - Community Center		-			No	0000
205-000-210-2430	Parks and Recs Control Deposit										
	08022013 Total:	306.00									
	SULTANA Total:	306.00									
	Sultana Shaihla Total:	306.00									
Sunnyside Parts Warehouse											
SUNNYPAR											
200730	07/17/2013	63.80	0.00	08/20/2013	Brake parts for Squad #210		-			No	0000
101-300-512-5480	R&M - vehicles										
	200730 Total:	63.80									
	SUNNYPAR Total:	63.80									
	Sunnyside Parts Warehouse Total:	63.80									
Superior Industrial Supply Com											
SUPERIO											
52948	07/19/2013	1,829.10	0.00	08/20/2013	Toilet tissue		-			No	0000
101-420-511-5405	R&M - buildings										
	52948 Total:	1,829.10									
	SUPERIO Total:	1,829.10									
	Superior Industrial Supply Com Total:	1,829.10									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
Swid Sales Corp											
SWIDSALE											
26799	07/15/2013	96.91	0.00	08/20/2013	Batteries for Squad #217 & Truck #1		-			No	0000
101-300-512-5480	R&M - vehicles										
26799	07/15/2013	96.91	0.00	08/20/2013	Batteries for Squad #217 & Truck #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	26799 Total:	193.82									
26800	07/16/2013	86.91	0.00	08/20/2013	Battery for Truck #12		-			No	0000
205-430-515-5480	R&M - vehicles										
	26800 Total:	86.91									
	SWIDSALE Total:	280.73									
	Swid Sales Corp Total:	280.73									
Tee Jay Service Company											
TEEJAYSE											
113068	07/16/2013	1,679.00	0.00	08/20/2013	3 door transformer for Village Hall		-			No	0000
101-420-511-5405	R&M - buildings										
	113068 Total:	1,679.00									
	TEEJAYSE Total:	1,679.00									
	Tee Jay Service Company Total:	1,679.00									
Traffic Control & Protection											
TRAFFICC											
77571	07/12/2013	116.60	0.00	08/20/2013	Parking signs		-			No	0000
101-440-513-5768	Street materials - signs & bar										
	77571 Total:	116.60									
77572	07/12/2013	536.50	0.00	08/20/2013	Exit to Touhy signs		-			No	0000
101-440-513-5768	Street materials - signs & bar										
	77572 Total:	536.50									
	TRAFFICC Total:	653.10									
	Traffic Control & Protection Total:	653.10									
Tri-R System Incorporated											
TRI-RSYS											
3631	07/16/2013	2,000.00	0.00	08/20/2013	Furnish PLC analog cards		-			No	0000
660-620-519-5490	R&M - water system equipment										
	3631 Total:	2,000.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	TRI-RSYS Total:	2,000.00									
	Tri-R System Incorporated Total:	2,000.00									
Tri-Tech Inc.											
TRITECH											
94248	07/11/2013	220.98	0.00	08/20/2013	Misc. Evidence Tech Supplies		-			No	0000
101-300-512-5730	Program supplies										
94248	07/11/2013	23.03	0.00	08/20/2013	Shipping		-			No	0000
101-300-512-5730	Program supplies										
	94248 Total:	244.01									
	TRITECH Total:	244.01									
	Tri-Tech Inc. Total:	244.01									
Welding Supply Inc.											
WELDINGS											
880308	07/31/2013	5.89	0.00	08/20/2013	Helium tank - August rental fee		-			No	0000
205-571-515-5730	Program supplies										
	880308 Total:	5.89									
	WELDINGS Total:	5.89									
	Welding Supply Inc. Total:	5.89									
Wells Fargo Bank, N.A.											
SWANC											
4586	08/01/2013	1,074.50	0.00	08/20/2013	Fixed Costs - FY 2014 - September		-			No	0000
101-440-514-5230	Garbage & recycling										
4586	08/01/2013	21,789.14	0.00	08/20/2013	O & M Costs - FY 2014 - September		-			No	0000
101-440-514-5230	Garbage & recycling										
	4586 Total:	22,863.64									
	SWANC Total:	22,863.64									
	Wells Fargo Bank, N.A. Total:	22,863.64									
Wholesale Direct Inc											
WHOLESAL											
200888	06/28/2013	171.31	0.00	08/20/2013	Emerency lite for Truck #1		-			No	0000
101-440-513-5480	R&M - vehicles										

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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	200888 Total:	171.31									
200892	06/28/2013	236.73	0.00	08/20/2013	Ice breaker for Truck #1		-			No	0000
101-440-513-5480	R&M - vehicles										
	200892 Total:	236.73									
	WHOLESAL Total:	408.04									
	Wholesale Direct Inc Total:	408.04									
Work' N Gear, LLC											
WRKNGEAR											
HA14786	07/25/2013	165.99	0.00	08/20/2013	Clothing Allowance		-			No	0000
205-430-515-5070	Uniform allowance										
	HA14786 Total:	165.99									
HA14787	07/25/2013	72.00	0.00	08/20/2013	Clothing Allowance		-			No	0000
205-430-515-5070	Uniform allowance										
	HA14787 Total:	72.00									
HA14788	07/25/2013	224.99	0.00	08/20/2013	Clothing Allowance		-			No	0000
660-620-519-5070	Uniform allowance										
	HA14788 Total:	224.99									
HA14789	07/25/2013	25.00	0.00	08/20/2013	Clothing Allowance		-			No	0000
660-620-519-5070	Uniform allowance										
	HA14789 Total:	25.00									
	WRKNGEAR Total:	487.98									
	Work' N Gear, LLC Total:	487.98									
Ziebell Water Service Product											
ZIEBELLW											
220605-000	06/04/2013	344.25	0.00	08/20/2013	Wrench and stem for fire hydrants		-			No	0000
660-620-519-5796	Water system repair parts										
	220605-000 Total:	344.25									
	ZIEBELLW Total:	344.25									
	Ziebell Water Service Product Total:	344.25									
	Report Total:	355,516.70									

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 1**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Authorizing the Village Attorney to Intervene with the Property Tax Appeals Board Concerning Requests from Certain Properties in the Northeast Industrial Tax Increment Financing District for Reduced Assessments of their Properties for the Tax Year 2010

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
It has been the Village's practice to file an objection with the Property Tax Appeals Board (PTAB) against any property located in a Tax Increment Financing District (TIF) seeking to lower its assessment. If a property were to be successful in reducing its assessment, the result would be a loss of incremental tax revenue being received in the TIF District. The Niles Township Property Tax Appeals Cooperative objects to any request for reduced assessment for properties located outside of a TIF District.

State Statute requires the Village Board to adopt a Resolution authorizing the Village Attorney to file the objection to the PTAB.

FINANCIAL IMPACT:
None.

DOCUMENTS ATTACHED:
1. Proposed Resolution

RECOMMENDED MOTION:
Move to approve a Resolution authorizing the Village Attorney to file an objection to the Property Tax Appeals Board for Tax Year 2010.

RESOLUTION NO. R2013-_____

A RESOLUTION AUTHORIZING INTERVENTION IN A TAX APPEAL BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD

WHEREAS, the Village of Lincolnwood has received a notice of appeal to the Illinois Property Tax Appeal Board ("***PTAB***") for the 2010 tax year for that certain property located within the Village and identified as follows:

- PIN #s 10-35-134-005-0000, 10-35-134-008-0000, 10-35-134-011-0000, 10-35-134-012-0000, 10-35-134-013-0000, 10-35-134-014-0000, 10-35-134-015-0000, 10-35-134-016-0000, and 10-35-134-0017-0000, commonly known as 3700 West Pratt Avenue (collectively, the "***Appealed Property***"); and

WHEREAS, this appeal seeks reductions in the assessed value of the Appealed Property for the 2010 tax year; and

WHEREAS, the Appealed Property is located within a Tax Increment Financing District of the Village; and

WHEREAS, pursuant to Section 1910.60 of Part 1910 of Title 86 of the Illinois Administrative Code, any taxing body that has a revenue interest in a PTAB appeal may file a request to intervene in a PTAB appeal, provided that the taxing body has adopted a resolution authorizing its legal representative to file such requests to intervene; and

WHEREAS, the Village desires to authorize and direct the Village Attorney, Holland & Knight LLP, to prepare and file a request to intervene in PTAB proceedings concerning the assessed value for the 2010 tax year of the Appealed Property on the Village's behalf;

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. AUTHORIZATION. The Village Attorney, Holland & Knight LLP, is hereby authorized and directed to file a request to intervene in the PTAB appeals concerning the Appealed Property for the tax year 2010.

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

PASSED this _____ day of _____, 2013.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2013.

_____

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

ATTESTED and FILED in my office the
_____ day of _____, 2013.

_____

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

#24556295_v1

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 2**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Consenting to the Appointment of David G. Eterno and Susan Davis Brunner as Administrative Hearing Officers

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
In 2009 the Village established an Administrative Hearing System. This process is an alternative to the Circuit Court of Cook County and allows the appeal of a wide range of municipal Ordinance complaints. The first Administrative Hearing was held on November 24, 2009 and has been held consistently every fourth Tuesday of the month thereafter in the Village Hall Council Chambers. As required by state statute the municipality must hire a local Administrative Hearing Officer to act as judge for the Hearings. The Administrative Hearing Officer is appointed by the Village President with the advice and consent of the Village Board.

The Village has utilized the same Hearing Officer and Backup Hearing Officer since November of 2009. The Village's first Hearing Officer was Elizabeth Rochford with David Eterno serving as Backup. In January of 2013 Ms. Rochford informed the Village that she was being appointed as a Judge of the Circuit Court of Cook County and therefore would be resigning as the Village's Hearing Officer. Therefore, staff consulted with the Village President who directed staff to facilitate a competitive recruitment process for a new Hearing Officer.

On March 18, 2013 staff issued a Request for Proposals (RFP) for an Administrative Hearing Officer. An advertisement was placed in the *Lincolnwood Review*. On April 24 the Village received 14 proposals. In May and June staff rated the responses and attended administrative hearings where the Hearing Officer candidates serve. On July 1 staff interviewed four Hearing Officer candidates and made a recommendation to the Village President. The Village President then appointed a Village Board sub-committee of Trustees Elster and Cope to interview Hearing Officers. In July the sub-committee interviewed three finalists for the Hearing Officer position.

At the conclusion of the interviews the sub-committee convened to discuss the candidates and are recommending that David Eterno be appointed as the Village's Hearing Officer. Mr. Eterno has been the Backup Hearing Officer for the Village since 2009 and has been serving as the Village's interim Hearing Officer for the last seven months since Ms. Rochford resigned. Mr. Eterno is currently an Administrative Hearing Officer in 14 other municipalities and has extensive experience in the field. His proposed hourly rate continues to be the same as it is now at $150.

If Mr. Eterno is appointed as Hearing Officer, there will be a vacancy in the Backup Hearing Officer position. The Trustee sub-committee considered this and is recommending that Susan Davis Brunner be

appointed as the Village's Backup Hearing Officer. Ms. Brunner is the Chief Hearing Officer for the City of Evanston and also has extensive experience in this field. Her proposed hourly rate is $75.

The appointment of the Hearing Officer and Backup Hearing Officer is for one year with the option to renew year to year.

FINANCIAL IMPACT:
$15,000 is budgeted in the 2013-14 Fiscal Year Budget for Administrative Hearing Officer.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Proposed David Eterno Agreement
3. David Eterno Resume
4. Proposed Susan Davis Brunner Agreement
5. Susan Davis Brunner Resume

RECOMMENDED MOTION:
Move to approve a Resolution consenting to the appointment of David G. Eterno and Susan Davis Brunner as Administrative Hearing Officers for the Village.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

A RESOLUTION CONSENTING TO THE APPOINTMENT OF DAVID G. ETERNO AND SUSAN DAVIS BRUNNER AS ADMINISTRATIVE HEARING OFFICERS FOR THE VILLAGE

WHEREAS, pursuant to Division 2.1 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.*, the Village has Article 3 of Chapter 18 of the Municipal Code of Lincolnwood the Village of Lincolnwood has established a system of administrative adjudication, as set forth in Article 3 of Chapter 18 of the Municipal Code of Lincolnwood, as amended (***"Village Code"***); and

WHEREAS, pursuant to Section 18-3-5(A) of the Village Code, the Village President is authorized to appoint, with the advice and consent of the Board of Trustees, one or more administrative hearing officers; and

WHEREAS, the Village President desires to appoint David G. Eterno (***"Eterno"***) as Administrative Hearing Officer and Susan Davis Brunner (***"Brunner"***) as backup Administrative Hearing Officer for the Village, in accordance with the terms of the letter agreements set forth in **Exhibit A** attached to and, by this reference, made a part of this Resolution (collectively, ***"Letter Agreements"***); and

WHEREAS, the Village Board of Trustees has determined that the proposed appointment of Eterno and Brunner, in accordance with the Letter Agreements, 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. CONSENT TO APPOINTMENTS. The Village Board of Trustees hereby consents to the appointment of Eterno as the Administrative Hearing Officer for the Village, and of Brunner as the backup Administrative Hearing Officer for the Village, all in accordance with the Letter Agreements.

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 August, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of August, 2013.

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

ATTESTED and FILED in my office this
_____ day of _____, 2013

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

#25380269_v2

EXHIBIT A

LETTER AGREEMENTS

VILLAGE OF LINCOLNWOOD LETTERHEAD

Mr. David G. Eterno
910 N. Marsha Drive
Palatine, IL 60067

Dear Mr. Eterno:

This letter agreement ("*Agreement*") will confirm the terms and conditions of your engagement as the Administrative Hearing Officer for the Village of Lincolnwood. If these terms and conditions are acceptable to you, please counter-sign the letter in the space provided.

Section 1. Appointment; At-Will Service; Term

A. Appointment as Administrative Hearing Officer. David G. Eterno, an independent contractor ("*Contractor*") is hereby appointed as an Administrative Hearing Officer for the Village of Lincolnwood, and Contractor accepts that appointment, subject to the provisions of this Agreement.

B. Service is At-Will. The appointment and service of Contractor is at the will of the Lincolnwood Village President with the advice and consent of the Lincolnwood Board of Trustees, as set forth in Section 18-3-5 of the Municipal Code of Lincolnwood (*"Village Code"*).

C. Term. Without limitation on the at-will nature of Contractor's appointment and service as set forth in Subsection B above, this Agreement is for an initial one-year term expiring on _____, 2014 (the "*Term*"), subject to the termination provisions in Section 5 of this Agreement. The Term of this Agreement may be extended for additional one-year periods. Any extension must be in writing, which may be in memorandum or letter form, signed by the Village President and by Contractor.

Section 2. Performance of Services

A. Scope of Services. Contractor will provide, perform, and complete the following professional services, all of which are herein referred to as the "*Services*":

1. Performance of the functions and duties required of the Administrative Hearing Officer set forth in this Agreement and provided in Section 18-3-5 of the Village Code;

2. At the request of the Village Manager, review of and advice regarding the Village's administrative hearing system;

3. At the request of the Village Manager, performance of tasks incidental to the hearing officer's duties and the administrative hearing process; and

4. Cooperation with Village officials and Village staff to ensure fair and efficient operation of the administrative hearing system.

B. Standard of Performance. Contractor will provide, perform, and complete all of the Services in a professional manner consistent with the professional standards of care of qualified administrative hearing officers doing similar service in the Chicago metropolitan area and in full compliance with this Agreement.

C. Attendance at Hearings. If Contractor is unable to attend a scheduled hearing date, Contractor must notify the Village Manager at least two business days in advance of the hearing. In the event emergency circumstances preclude the two-day notice, Contractor must notify the Village Manager as far in advance of the hearing as practicable. In the event that the Village must re-schedule a scheduled hearing date, the Village will provide Contractor with advance notice of no less than five business days of the re-scheduled hearing date.

D. Provision of Services on Hearing Dates. Contractor must provide the Services for no less than two hours on each scheduled hearing date.

Section 3. Compensation

For providing the Services, Contractor will be compensated at a rate of $150.00 per hour. No separate or additional compensation will be paid for travel or any other "reimbursable" costs or expenses.

Section 4. Representations and Warranties

A. Representations and Warranties of Contractor. Contractor represents and warrants to the Village that Contractor: (1) is and has been for the three years immediately preceding the Effective Date duly licensed and in good standing as an attorney in the State of Illinois; (2) has no knowledge of any administrative proceedings or other matters which would affect Contractor's licensure within the State of Illinois; (3) agrees that if Contractor's license is suspended or terminated by the Illinois Attorney Registration and Disciplinary Commission, this Agreement will be immediately terminated; and (4) agrees that the foregoing representations and warranties constitute a continuing obligation.

B. Representations and Warranties of the Village. The Village represents and warrants to Contractor that it will: (1) provide Contractor with copies of, or full access to, all Village ordinances; (2) provide to Contractor copies of all relevant policies, rules, and regulations related to Contractor's provision of the Services; (3) provide to Contractor reasonable access to all pertinent documents and records for use in providing the Services; and (4) provide to Contractor appropriate facilities, support staff and security to facilitate efficient and safe provision of the Services.

Section 5. Termination

As provided in Section 1 of this Agreement, Contractor serves at the will of the Village President with the advice and consent of the Board of Trustees. The Village Board of Trustees may terminate this Agreement immediately and at any time, without cause or reason. Contractor may terminate this Agreement at any time, without cause or reason, on 60-day prior written notice to the Village, unless the Village and Contractor agree to a shorter notice period. Upon termination of this Agreement, the Village will pay all compensation accrued through the last date that the Agreement remained in effect.

Section 6. Indemnification

Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or Contractor, indemnify, hold harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, Contractor'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 Contractor, except to the extent caused by the sole negligence of the Village.

Section 7. Legal Relationships and General Provisions

A. Relationship of the Parties. Contractor is an independent contractor. Nothing in, or done pursuant to, this Agreement may be construed or applied to create the relationship of principal and agent, partners, or joint venturers between the Village and Contractor. Contractor will not be entitled to any employment benefits of any kind provided by the Village to its employees and Contractor hereby waives any right to such benefits.

B. Nature of the Agreement. Contractor will report as income for federal and state income tax purposes all Compensation paid under this Agreement. Contractor acknowledges Contractor's obligation to pay, if required by law, self-employment local, state, and federal taxes. Contractor acknowledges that the Village, if required by law, will report to Contractor compensation paid pursuant to this Agreement on a Form 1099 at the end of the year during which Contractor performed the Services. If the Internal Revenue Service (the "*IRS*") or any other governmental agency questions or challenges the independent contractor status of Contractor, then Contractor hereby agrees to indemnify and hold harmless the Village with respect to any and all loss or liability arising from Contractor's failure to withhold for federal and state tax purposes Compensation paid under this Agreement. If the IRS or any other governmental agency questions or challenges the independent contractor status of Contractor, then both the Village and Contractor, on receipt by either of them of notice from the IRS or any other governmental agency, must promptly notify the other party and afford the other party the opportunity to participate in any discussion or negotiation with the IRS or other governmental agency. Both the Village and Contractor agree to participate in any such discussions or negotiations to the extent permitted by the IRS or other governmental agency.

C. No Collusion. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq*. Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Contractor will be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement will be null and void.

D. No Assignment. Contractor may not: (1) assign this Agreement in whole or in part; (2) assign any of Contractor's rights or obligations under this Agreement, or (3) assign any payment due or to become due under this Agreement without the prior express written approval of the Village, which approval may be withheld in the sole and unfettered discretion of the Village.

E. Additional Hearing Officers. This Agreement is not exclusive. The Village may at any time hire other administrative hearing officers.

F. Ownership of Documents. All documents pertaining to the administrative hearing system of the Village are and will at all times remain the property of the Village. Contractor covenants that, on the termination of this Agreement, Contractor will not retain and will return to the Village all of the documents pertaining to the administrative hearing system of the Village.

G. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments will be incorporated and made a part of this Agreement.

H. Conflict of Interest. Contractor represents and certifies that, to the best of Contractor's knowledge: (1) no Village employee or agent is interested in the business of Contractor or this Agreement; (2) as of the date of this Agreement neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement, and (3) neither Contractor nor any person employed by or associated with Contractor will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

Sincerely,

Gerald C. Turry
Village President

Agreed and Accepted
This ____ day of _____, 2013

_____
CONTRACTOR

#25379956_v2

Return to V.B.

DAVID G. ETERNO

ATTORNEY AT LAW

April 10, 2013

Douglas Petroshius
Assistant Village Administrator
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Re: Request for Qualifications – Administrative Hearing Officer

Mr. Petroshius:

This letter is sent in response to the Request for Proposals for an Administrative Hearing Officer for the Village of Lincolnwood, dated March 18, 2013.

I maintain an ongoing interest in administrative adjudication. It is a unique and efficient judicial system, devoted solely to the ordinances of a particular municipality. Administrative adjudication simultaneously serves as a fair and convenient forum for citizens as well as an effective tool of compliance for local governments. I strive to maintain that process and ensure due process for all parties.

I currently serve with numerous local governments, as outlined on my attached resume. I am also fortunate to serve as the alternate hearing officer for the Village of Lincolnwood. My familiarity with the Village of Lincolnwood hearing process and continued experience in the area of administrative adjudication will enable me to competently serve the Village of Lincolnwood as its primary hearing officer. I preside over hearings in a professional and polite manner, ensuring due process for respondents while focusing on the facts of each case.

I have no past or present conflicts of interest that would affect my service with the Village of Lincolnwood. My proposed hourly rate is $150.00 per hour. Travel time is not billed.

I have attached my resume and a list of professional references for your review.

Please contact me if you have any questions or would like additional information.

Sincerely,

David Eterno
Attorney at Law

Enc.

910 N. MARSHA DRIVE, PALATINE, ILLINOIS 60067 847/963-8820 FAX 847/963-8828

Return to V.B.

DAVID ETERNO

910 N. Marsha Drive, Palatine, Illinois 60067 *deterno@aol.com* *847 963-8820*

PROFESSIONAL EXPERIENCE

Village of Cary – Code Hearing Unit **2013 – Present**

Administrative Law Judge

(Commencing May, 2013) Presiding over hearings pertaining to health and building codes, juvenile offenses, quasi-criminal matters, vehicle impoundment, and parking citations.

Additional Duties:

Currently reviewing all relevant ordinances; Assisting in citation and form design; Advising staff on courtroom logistics, procedural considerations and compliance with Illinois statutes; Conducting mock hearings.

County of Lake – Code Hearing Unit **2012 - Present**

Hearing Officer

Presiding over cases regarding public nuisance ordinances, animal care and control matters and health codes; Additional matters to be determined. Hearing program shall be county-wide in scope.

Additional Duties:

Reviewing adjudication ordinance, related substantive codes and procedural forms; Advising and training staff on regarding various substantive ordinances. Advised personnel on logistical implementation of program; Mock hearings conducted for staff.

City of Genoa – Ordinance Enforcement Department **2011 - Present**

Hearing Officer

Presiding over hearings involving public health and safety issues, compliance citations, building codes, and parking citations; Hearings held in conjunction with Village of Kirkland, below.

Additional Duties:

On going development of joint/dual hearing program with Village of Kirkland; Reviewing enabling ordinances and related codes; Advising staff on program implementation; Training police officers and building inspectors on citation drafting and related procedural matters. Mock hearings conducted for staff.

Village of Kirkland – Ordinance Enforcement Department **2011 - Present**

Hearing Officer

(In conjunction with City of Genoa, above)

City of Woodstock – Administrative Hearing Division **2009 - Present**

Administrative Law Judge

Presiding over hearings pertaining to health and building codes, juvenile offenses, quasi-criminal matters, vehicle impoundment, and parking citations.

Additional Duties:

Review of enabling ordinances and related codes; Designed citations; Advised department managers and staff on courtroom logistics, procedural considerations and compliance with Illinois statutes; Conducted mock hearings and staff training.

Village of Skokie **2009 - Present**

Hearing Officer

Presiding over matters involving citations issued for vehicle compliance and parking violations, and automated traffic enforcement on as-needed basis.

Additional Duties:
Developed written review and critique of procedures for all municipal ordinance hearings at request of village attorney.

Village of Niles – Office of Administrative Adjudication **2009 - Present**
Administrative Hearing Officer
Presiding over local ordinance hearings involving health, building, and fire codes, and towing/ impounding of vehicles.

Additional Duties:
Assisting in the continual development and refinement of adjudication process; advised department managers and staff regarding procedural considerations and citation design.

Village of Lake Zurich – Code Hearing Unit **2009 - Present**
Administrative Law Judge
Presiding over violations of automated traffic enforcement, parking ordinances, building codes, and vehicle impoundment hearings. Additional matters to be determined.

Additional Duties:
Ongoing assistance with continual development of adjudication division for the hearing of local ordinance violations.

Village of Algonquin – Code Hearing Unit **2007 - Present**
Administrative Law Judge
Presiding over local ordinance hearings involving health and building codes, quasi-criminal matters, vehicle impoundment and automated traffic enforcement.

Additional Duties:
Assisted drafting of enabling ordinance, and met with department managers and staff regarding procedural considerations and compliance with Illinois law; Designed citations; Conducted mock hearings and training.

City of Crystal Lake – Code Hearing Unit **2007 - Present**
Administrative Law Judge
Presiding over local ordinance hearings involving health and building codes, quasi criminal matters, automated traffic enforcement, parking citations, and challenges to towing and impounding of vehicles.

Additional Duties:
Assisted drafting of enabling ordinance, procedural rules and regulations; Advised department managers and staff on logistical and procedural considerations and compliance with Illinois State law. Designed citations; Conducted mock hearings and staff training.

City of Park Ridge – Administrative Adjudication Division **2007 – Present**
Hearing Officer
Presiding over local ordinance cases involving automated traffic enforcement, health codes, property standard issues, towing and impounding of vehicles, parking, and juvenile quasi-criminal matters.

Additional Duties:
Adjudicated appeals of license revocation determinations by City officials, as delegated by the City Manager.

Return to V.B.

Village of Mount Prospect – Administrative Adjudication Division **2006 – Present**

Administrative Law Judge

Presiding over administrative hearings involving municipal ordinance violations regarding building and property maintenance codes, water billing, and appeals of determinations by municipal officials.

Additional Duties:

Analyzed enabling ordinance, model complaints, and software development; Drafted procedural rules and regulations; Conducted mock hearings and training; and met with department managers and staff regarding procedural considerations and compliance with Illinois State law.

Village of Palatine – Administrative Hearing Division **2004 - Present**

Administrative Law Judge

Presiding over administrative hearings involving municipal code violations including zoning matters, building, fire and electrical codes, health codes, automated traffic enforcement, and non payment of local sales tax.

Additional Duties:

Adjudicated license revocation hearings, as delegated by the City Manager. Analyzed enabling ordinance, procedural rules, and compliance with Illinois State law, procedural rule revisions, and model complaints; Consulted with various department managers and staff on procedural matters and legal considerations; Conducted mock hearings and trained Village staff on procedural and legal matters.

Village of Oak Park – Office of Adjudication **2003 - 2008**

Administrative Law Judge

Presiding over administrative hearings regarding parking and vehicle compliance matters; Providing ongoing legal counsel to the Director of the department.

Additional Duties:

Wrote drafts of various enabling statutes, procedural rule revisions, and model citation forms; Analyzed proposed statutes for revision; Analyzed department budget; Reviewed and analyzed outside vender proposals and contracts; Consulted with Village attorneys and training various department personnel on procedural matters and legal considerations.

City of Evanston - Division of Administrative Hearings **2000 – 2005**

Administrative Law Judge

Presided over hearings including zoning matters, building and fire codes, parking violations, vehicle impound cases, and police/quasi-criminal citations;

Additional Duties:

Analyzed proposed and enacted statutes for compliance with IL State law; Wrote memorandum on various procedural matters; Drafted various enabling statutes, procedural rule revisions, and model complaints; Instructed various city departments on procedural considerations for compliance with state law; Conducted mock hearings.

City of Chicago - Department of Administrative Hearings **1996 - Present**

Administrative Law Judge

Presiding over administrative hearings involving police/quasi-criminal citations, building codes, zoning code, consumer services, and sanitation matters.

Cook County Circuit Court - Mandatory Arbitration **1996 – 2008, 2012 - Present**

Arbitration Panelist

Presiding over hearings regarding pending matters in Municipal and Law Divisions.

Return to V.B.

Sole Practitioner **1996 - Present**

Current concentration: Administrative municipal law. Previous concentration: Domestic relations litigation, residential real estate closings, probate and estate matters, and other general litigation.

Rubenstein & Rubenstein **1993 - 1996**

Associate/Of-Counsel

Attorney in general practice law firm with experience in workers compensation, domestic relations, criminal law, personal injury, contract negotiations, and various real estate matters. Argued bench trials, prove-ups, negotiated case settlements, conducted discovery, and handled real estate closings.

Jerome Schachter & Associates **1992 - 1993**

Attorney/Law Clerk

Assisted at personal injury law firm, appearing for motions and status calls, deposing witnesses, analyzing discovery, and drafting motions.

Cook County State's Attorney's Office - Criminal Felony Trial Division **1991 - 1992**

711 Licensee

Argued felony bench trials and motions pertaining to drug, weapon, and property crimes; Interviewed and prepared witnesses for trial; Ordered and analyzed discovery material; Developed case files and aided Assistant State Attorneys.

Illinois Attorney General's Office - Criminal Appeals Division **1991**

Law Clerk

Wrote memoranda in support of motions for state and federal court, regarding habeas corpus, sixth amendment due process issues and ineffective assistance of counsel; Conducted manual and computer-aided research.

PRESENTATIONS AND ENGAGEMENTS

Illinois Association of Municipal Management Assistants **February 2008**

Topic – Administrative Adjudication: Development and Operational Considerations

North Suburban Health Council **December 2007**

Annual Education Seminar

Topic – Administrative Adjudication, Municipal Enforcement and Prosecution of Health Codes

Municipal Adjudication Conferences **October 2001, December 2006, June 2008**

Agenda Topics – Considerations in Case Representation, Petitioner and Respondents; The Hearing: Legal Considerations; Why and How to Implement Administrative Adjudication.

EDUCATION

The John Marshall Law School **Juris Doctor, 1992**

Honors Research & Writing (Moot Court), Dean's Grant (89-90, 90-91)

University of Illinois Champaign **Bachelor of Science, 1984**

Major: Advertising; Minor: Psychology

AFFILIATIONS

Illinois Association of Administrative Law Judges

VILLAGE OF LINCOLNWOOD LETTERHEAD

Ms. Susan Davis Brunner
555 Skokie Boulevard, Suite 500
Northbrook, IL 60201

Dear Ms. Brunner:

This letter agreement ("*Agreement*") will confirm the terms and conditions of your engagement as the Administrative Hearing Officer for the Village of Lincolnwood. If these terms and conditions are acceptable to you, please counter-sign the letter in the space provided.

Section 1. Appointment; At-Will Service; Term

A. Appointment as Administrative Hearing Officer. Susan Davis Brunner, an independent contractor ("*Contractor*"), is hereby appointed as an Administrative Hearing Officer for the Village of Lincolnwood, and Contractor accepts that appointment, subject to the provisions of this Agreement.

B. Service is At-Will. The appointment and service of Contractor is at the will of the Lincolnwood Village President with the advice and consent of the Lincolnwood Board of Trustees, as set forth in Section 18-3-5 of the Municipal Code of Lincolnwood ("*Village Code*").

C. Term. Without limitation on the at-will nature of Contractor's appointment and service as set forth in Subsection B above, this Agreement is for an initial one-year term expiring on _____, 2014 (the "*Term*"), subject to the termination provisions in Section 5 of this Agreement. The Term of this Agreement may be extended for additional one-year periods. Any extension must be in writing, which may be in memorandum or letter form, signed by the Village President and by Contractor.

Section 2. Performance of Services

A. Scope of Services. Contractor will provide, perform, and complete the following professional services, all of which are herein referred to as the "*Services*":

1. Performance of the functions and duties required of the Administrative Hearing Officer set forth in this Agreement and provided in Section 18-3-5 of the Village Code;

2. At the request of the Village Manager, review of and advice regarding the Village's administrative hearing system;

3. At the request of the Village Manager, performance of tasks incidental to the hearing officer's duties and the administrative hearing process; and

4. Cooperation with Village officials and Village staff to ensure fair and efficient operation of the administrative hearing system.

B. Standard of Performance. Contractor will provide, perform, and complete all of the Services in a professional manner consistent with the professional standards of care of qualified administrative hearing officers doing similar service in the Chicago metropolitan area and in full compliance with this Agreement.

C. Attendance at Hearings. If Contractor is unable to attend a scheduled hearing date, Contractor must notify the Village Manager at least two business days in advance of the hearing. In the event emergency circumstances preclude the two-day notice, Contractor must notify the Village Manager as far in advance of the hearing as practicable. In the event that the Village must re-schedule a scheduled hearing date, the Village will provide Contractor with advance notice of no less than five business days of the re-scheduled hearing date.

D. Provision of Services on Hearing Dates. Contractor must provide the Services for no less than two hours on each scheduled hearing date.

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For providing the Services, Contractor will be compensated at a rate of $75.00 per hour. No separate or additional compensation will be paid for travel or any other "reimbursable" costs or expenses.

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B. Representations and Warranties of the Village. The Village represents and warrants to Contractor that it will: (1) provide Contractor with copies of, or full access to, all Village ordinances; (2) provide to Contractor copies of all relevant policies, rules, and regulations related to Contractor's provision of the Services; (3) provide to Contractor reasonable access to all pertinent documents and records for use in providing the Services; and (4) provide to Contractor appropriate facilities, support staff and security to facilitate efficient and safe provision of the Services.

Section 5. Termination

As provided in Section 1 of this Agreement, Contractor serves at the will of the Village President with the advice and consent of the Board of Trustees. The Village Board of Trustees may terminate this Agreement immediately and at any time, without cause or reason. Contractor may terminate this Agreement at any time, without cause or reason, on 60-day prior written notice to the Village, unless the Village and Contractor agree to a shorter notice period. Upon termination of this Agreement, the Village will pay all compensation accrued through the last date that the Agreement remained in effect.

Section 6. Indemnification

Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or Contractor, indemnify, hold harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, Contractor'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 Contractor, except to the extent caused by the sole negligence of the Village.

Section 7. Legal Relationships and General Provisions

A. Relationship of the Parties. Contractor is an independent contractor. Nothing in, or done pursuant to, this Agreement may be construed or applied to create the relationship of principal and agent, partners, or joint venturers between the Village and Contractor. Contractor will not be entitled to any employment benefits of any kind provided by the Village to its employees and Contractor hereby waives any right to such benefits.

B. Nature of the Agreement. Contractor will report as income for federal and state income tax purposes all Compensation paid under this Agreement. Contractor acknowledges Contractor's obligation to pay, if required by law, self-employment local, state, and federal taxes. Contractor acknowledges that the Village, if required by law, will report to Contractor compensation paid pursuant to this Agreement on a Form 1099 at the end of the year during which Contractor performed the Services. If the Internal Revenue Service (the "*IRS*") or any other governmental agency questions or challenges the independent contractor status of Contractor, then Contractor hereby agrees to indemnify and hold harmless the Village with respect to any and all loss or liability arising from Contractor's failure to withhold for federal and state tax purposes Compensation paid under this Agreement. If the IRS or any other governmental agency questions or challenges the independent contractor status of Contractor, then both the Village and Contractor, on receipt by either of them of notice from the IRS or any other governmental agency, must promptly notify the other party and afford the other party the opportunity to participate in any discussion or negotiation with the IRS or other governmental agency. Both the Village and Contractor agree to participate in any such discussions or negotiations to the extent permitted by the IRS or other governmental agency.

C. No Collusion. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq*. Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Contractor will be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement will be null and void.

D. No Assignment. Contractor may not: (1) assign this Agreement in whole or in part; (2) assign any of Contractor's rights or obligations under this Agreement, or (3) assign any payment due or to become due under this Agreement without the prior express written approval of the Village, which approval may be withheld in the sole and unfettered discretion of the Village.

E. Additional Hearing Officers. This Agreement is not exclusive. The Village may at any time hire other administrative hearing officers.

F. Ownership of Documents. All documents pertaining to the administrative hearing system of the Village are and will at all times remain the property of the Village. Contractor covenants that, on the termination of this Agreement, Contractor will not retain and will return to the Village all of the documents pertaining to the administrative hearing system of the Village.

G. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments will be incorporated and made a part of this Agreement.

H. Conflict of Interest. Contractor represents and certifies that, to the best of Contractor's knowledge: (1) no Village employee or agent is interested in the business of Contractor or this Agreement; (2) as of the date of this Agreement neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement, and (3) neither Contractor nor any person employed by or associated with Contractor will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

Sincerely,

Gerald C. Turry
Village President

Agreed and Accepted
This ____ day of _____, 2013

_____
CONTRACTOR

#25380012_v2

Return to V.B.

OFFER TO SERVE AS AN ADMINISTRATIVE HEARING OFFICER FOR THE VILLAGE OF LINCOLNWOOD

SUSAN DAVIS BRUNNER

Office: 555 Skokie Blvd. Suite 500
Northbrook, IL 60201
Phone: (847) 332-1888;
Fax: (847) 332-2774
E-mail:Howdybob@mac.com

2401 Simpson Street
Evanston, IL 60201
Cell: (847) 867-1377
Home: (847) 864-7974

March 29, 2013

Douglas Petroshius
Assistant Village Manager
Village of Lincolnwood
Village Hall
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Dear Mr. Petroshius:

I am applying to serve as an Administrative Hearing Officer for the Village of Lincolnwood, Illinois. I have the authority to legally bind myself to this Offer and a Contract with the Village of Lincolnwood, and my signature below indicates my approval to the same. I have enclosed the following documents along with this RFP: 1) Proof of current ARDC Licensure to show that I am in good standing with the Illinois Supreme Court Attorney Registration and Disciplinary Commission; and, 2) a list of the names and addresses of four Professional References who each can attest to my qualifications and ability to serve as a hearing officer for the Village of Lincolnwood. I will be the contact person for all matters pertaining to the contract, and will provide any additional information or interview should it be required or requested. All of my contact information is provided above.

Very Truly Yours,

SUSAN DAVIS BRUNNER LLC

Return to V.B.

THE PROPOSAL:

I believe I would be an excellent Hearing Officer for the Village of Lincolnwood. I have been an attorney for over twenty-five years, and have attained substantial expertise in many areas of civil, administrative and criminal law. I am committed to public service and I am committed to providing justice to members of the community. I am already familiar with being an Administrative Hearing Officer in a home-rule municipality, and therefore understand many of the issues and problems that are likely to present themselves in the proceedings in Lincolnwood. I am also familiar with the Illinois Administrative Act, the Administrative Adjudication process, and many of the applicable municipal laws. Therefore, I will be able to focus my immediate attention on applying those rules, regulations, and statutes to fair and impartial proceedings for the Village of Lincolnwood.

I have worked for the past thirteen years as a Hearing Officer for the Administrative Adjudications Department of the City of Evanston, and for the past three years I have been the Chief Judge, who supervises the other administrative hearing officers. I am responsible for all of the training, mentoring, scheduling, record keeping, and general problem solving for the hearing officers. I am also the liaison between the hearing officers and the city management and legal department. I preside over a high volume courtroom, where most of the Respondents appear pro se. I hear and rule on parking, tow, zoning, building, property standards, police, health, and fire ordinance violation cases. At the same time, I must organize and control the parties, witnesses, support staff, and the case flow in the courtroom. I must hear the cases in an efficient and timely manner, but at the same time make sure that litigants believe they were heard and received a fair hearing. In addition, since I began working for the City of Evanston when the Administrative Adjudications Department was first created, I was involved in drafting numerous city ordinances that are currently used in its administrative adjudications. Many of these ordinances are the same or similar to those ordinances used in Lincolnwood's administrative adjudication hearings pursuant to its Municipal Code. Most of the respondents appear pro se, and the officer does not necessarily appear in court. Rather, the officer's signed and sworn citation is prima facie evidence that the facts contained therein are presumed to be correct. I received training for this job in Evanston in 2000, and updated that training numerous times through the following decade. I now teach training to the other hearing officers, and to requesting city departments.

In addition, for the past five years, I have worked as an Administrative Hearing Officer for the Illinois Toll Highway Authority. The Illinois Highway Act and the Illinois Administrative Code provide for a system of administrative adjudication, which are civil in nature, to determine whether individuals have failed to pay proper tolls on Illinois toll highways. The Toll Highway Act provides that a driver may receive a fine and penalty when there is a finding of liability for an unpaid toll violation, but only after the right to seek judicial review and contest the violation under the Administrative Review Law has expired. At the Tollway, I preside over these administrative hearings to determine

liability for the non-payment of tolls. I conduct motion hearings and trials, administer oaths, make evidentiary decisions, determine liability, and issue written decisions as to whether, by a preponderance of the evidence, the driver of the vehicle is liable or not liable for the non-payment of the toll. As with Red Light violations, the Tollway's prima facie case and burden of proof are partially met with certified photographs taken by an automated camera. I received training for this position in 2007 and again in 2012 at the Tollway main office.

I am also currently working as an Administrative Hearing Officer for the Illinois Department of Human Services, Division of Rehabilitation Services. I am an independent contractor, fulfilling a three year contract that began in 2010, and expires in 2013. The State Division of Rehabilitation Services (DRS) provides home healthcare services to eligible individuals with disabilities. When the Illinois Department of Human Services determines that a person is ineligible for these services, the individual claiming the disability is entitled to file an appeal and receive a formal hearing. I, as the Hearing Officer, conduct these appellate hearings by telephone, and then issue lengthy written legal decisions reversing or affirming the determination of ineligibility or reduction of home healthcare services. As with other administrative hearings, most of the DHS appellants appear pro se, and I must communicate clearly and conduct the hearing fairly to ensure the participant understands the process, and feels he or she received a fair hearing that abided by the law. I administer oaths, rule on any allowable motions presented, listen to the oral testimony of witnesses, and review written evidence presented by both sides. I weigh the arguments presented by the participants and then make a determination and issue a written decision. I received training for this position in 2010 at DHS in Chicago, with several sessions since then to update training.

Prior to and along with working as a hearing officer, I had my own general litigation law firm, and as a sole practitioner, was personally responsible for the management, planning and direction of all cases in a timely and quality manner. I personally advised and represented clients in all aspects of their legal matters and litigation in each of the following areas: criminal law; traffic law; family law; business law, including the drafting and litigating of contract disputes; collection; chancery law, including the preparation of injunctions and temporary restraining orders; fitness and sanity hearings; and appellate law, including both civil and criminal cases. I negotiated drafted contracts and settlements on behalf of clients, prepared all necessary court papers, represented clients in pre-trial and post-trial matters, participated in trials, and appeal stages of litigation. Prior to having my own legal practice, I served as a prosecutor in the Office of the Cook County State's Attorney, where I represented Cook County, IL in all aspects of its criminal prosecutions. I participated in numerous bench and jury trials, preliminary hearings, pre-trial and post-trial motions, sentencing and plea negotiations. I also presented oral arguments to the Appellate Court and drafted numerous appellate briefs, motions, and Petitions for Leave to Appeal to the Supreme Court.

If I am hired to serve as a hearing officer for the Village of Lincolnwood, I will personally be acting as the Administrative Hearing Officer. I will be impartial, and do my very best to have timely, efficient, and professional hearings, and to issue rulings that

are based upon the applicable rules, regulations and laws. I will preside over all of the hearings placed on my court call each day, and I understand that it may be a high volume courtroom. I understand that most of the participants will likely be pro se, and therefore will try to make sure that participants understand the process, and feel like they receive a fair hearing, even if the participant disagrees with my ruling. I will explain to the participants that the burden of proof used in the Lincolnwood Administrative hearings, is by a preponderance of the evidence. I will also explain the different nature of an administrative hearing, whereby the entering into evidence of the sworn Citation and/or the certified automated photograph are prima facie evidence that the facts contained in the Citation are correct. I will administer the oath to the Respondent and to employees or representatives of the Village, if present, and listen to the direct and cross-examination testimony of witnesses, and review written evidence presented by both sides, and then make a determination of liability and issue a final order. During the hearing, which is not bound by the strict rules of evidence applied in the courts, I understand that I may have to rule on certain motions and rule on the admissibility of evidence. I am a punctual person, and will always arrive for work as scheduled, and will be efficient, courteous and professional while conducting the Lincolnwood hearings. I will strive to balance the need to provide a thorough, fair hearing with the need to move as quickly as possible through the court call.

I am available to travel to the City Hall in Lincolnwood to conduct hearings as scheduled every fourth Tuesday of each month, or as needed, and I will be available to work from 8:00 a.m. to 5:00 p.m. I have a flexible schedule, and can work a minimum of one full day per month for Lincolnwood, or as needed. I can easily fit my current flexible work schedule around any schedule assigned to me by Lincolnwood. I will abide by all of the terms of the contract and I am available to work the entire term of the contract, and as renewed each year.

In return for my services as a Hearing Officer, I will charge $75.00 per hour. I will not charge Lincolnwood any extra costs for my services, including but limited to costs for copying, faxing, or travel time.

I am not an employee of the Village, and have no personal, professional or financial interest that would conflict with my ability to be fair and impartial and objective.

I received my law degree in 1985 from Loyola University College of Law.

I have no exceptions to this Request for Proposal.

All documents that I have attached hereto are incorporated into and a part of this Offer for the position of Administrative Hearing Officer.

If I am selected to be a hearing officer for Lincolnwood, I will strive very hard to follow and apply the ordinances as they were enacted by the legislature, and at the same time, I will strive to provide clear, courteous, and fair hearings for the community. As stated above, I have already been an Administrative Hearing Officer for a municipality, and

understand the State laws that apply to Administrative Adjudication in home-rule municipalities, such as Lincolnwood. I am also familiar with the Illinois Administrative Act, the Administrative Adjudication process, and many of the applicable municipal laws. I am very interested in working in Lincolnwood, and would be happy to meet with you or any other employees at your earliest convenience.

SUSAN DAVIS BRUNNER

Return to V.B.

SUSAN DAVIS BRUNNER
REFERENCES

i. **Wally Bobkiewicz, City Manager, City of Evanston, IL**; 2100 Ridge Avenue, Evanston, IL 60201; 847-866-2936; Wbobkiewicz@cityofevanston.org.

ii. **Sheila Harrell, Illinois Department of Human Services, Bureau of Administrative Hearings**; 401 S. Clinton, 6th flr., Chicago, IL 60607; 312-793-1451; Sheila.Harrell@illinois.gov.

iii. **Peter Angelopoulos, Supervisor, Administrative Hearings for the Illinois Toll Highway Authority**; 2700 Ogden Road, Downers Grove, IL; 630-241-6800; pangelopoulos@getipass.com.

iv. **Wayne Moran, Cook County Division of Administration Hearings**; 118 North Clark Street, Suite 1140, Chicago, IL 60602; 312-603-2120; former supervisor and former Director of Department of Administrative Adjudications for the City of Evanston.

Return to W.B.

Lawyer Search
Lawyer Registration
How to Submit a Request For Investigation
Rules and Decisions
Ethics Inquiry Program
Publications
New Filings, Hearing Schedules and Clerk's Office
Client Protection Program
Resources & Links
ARDC Organizational Information

LAWYER SEARCH: ATTORNEY'S REGISTRATION AND PUBLIC DISCIPLINARY RECORD

ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of March 28, 2013 at 1:10:01 PM:

Full Licensed Name:	Susan Jennifer Davis Brunner
Full Former name(s):	None
Date of Admission as Lawyer by Illinois Supreme Court:	November 7, 1985
Registered Business Address:	Susan Davis Brunner LLC 555 Skokie Blvd Ste 500 Northbrook Northbrook, IL 60062-2845
Registered Business Phone:	(847) 332-1888
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2013
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

Public Record of Discipline and Pending Proceedings: None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

ARDC makes every effort to maintain the currency and accuracy of Lawyer Search. If you find any typographical errors in the Lawyer Search information, please email registration@iardc.org. For changes to contact information, including address, telephone or employer information, we require that the attorney submit a change of address form. Please consult our Address Change Requests page for details. Name

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 3**

ORIGINATING DEPARTMENT: Police

SUBJECT: Approval of a Resolution Authorizing the Village Manager to Execute a Renewal Agreement with American Traffic Solutions, Inc. for a One-Year Period, to Expire on August 4, 2014

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Village entered into an agreement with American Traffic Solutions, Inc. (ATS) on February 20, 2009 to provide a "police red light camera" automated traffic enforcement system. ATS has honored its agreement. As a result of the system, compliance with traffic laws has increased, the number of traffic crashes has reduced, and traffic safety has improved.

The Village has applied to the Illinois Department of Transportation for a second camera at another location, and staff is negotiating a new contract. The current contract expires August 20, 2013. The recommended contract is intended to ensure there is no lapse in service during negotiations.

FINANCIAL IMPACT:
1. $4,400 per month, plus 30% of Unpaid Fees Recovered by ATS Collections

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Proposed One Year Renewal with ATS
3. February 20, 2009 Agreement with ATS
4. December 18, 2008 RBA Recommending Awarding a Contact with ATS

RECOMMENDED MOTION:
Move to approve a Resolution authorizing the Village Manager to execute a one year renewal agreement with American Traffic Solutions, Inc. for a police red light camera system in the amount of $4,400 per month, plus 30% of unpaid fees recovered by ATS collections.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

A RESOLUTION AUTHORIZING THE EXTENSION OF THE AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. FOR A POLICE RED LIGHT CAMERA SYSTEM

WHEREAS, on February 20, 2009, the Village entered into a "Contract for Police Red Light Camera System" (***"Agreement"***) with American Traffic Solutions, Inc. (***"ATS"***) for ATS to provide, maintain, and operate a red light camera system in the Village; and

WHEREAS, the term of the Agreement was for 42 months commencing on the date of execution of the Agreement; and

WHEREAS, Section 3 of the Agreement provides that the term of the Agreement may be extended for additional one-year periods; and

WHEREAS, on August 12, 2013, ATS provided written notice to the Village expressing its desire to extend the Agreement; and

WHEREAS, the Village President and Board of Trustees have determined that extending the Agreement with ATS for an additional one-year period 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 EXTENSION. The extension of the Agreement by and between the Village and ATS for a period of one year, upon the terms and conditions of the Agreement, is hereby approved.

SECTION 3. EXECUTION OF EXTENSION. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, any and all documents required to extend the Agreement with ATS for an additional one-year period.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2013.

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

ATTESTED and FILED in my office this
_____ day of _____, 2013

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

#25458795_v1

EXHIBIT A

AGREEMENT

American Traffic Solutions™

August 12, 2013

VIA ELECTRONIC MAIL

Timothy C. Wiberg
Village Manager
6900 N. Lincoln Ave.
Lincolnwood, IL, 60712

RE: Renewal of the Agreement between American Traffic Solutions, Inc. ("ATS") and the Village of Lincolnwood ("Village")

Dear Mr. Wiberg:

Pursuant to Section 3 of the Agreement, this is notice that ATS wishes to renew the Agreement for a subsequent one-year period, to expire on August 4, 2014.

Please sign your acknowledgement below of the Village's agreement to extend the term of the Agreement by another year.

Sincerely,

George J. Hittner
General Counsel, Corporate Secretary and VP of Governmental Relations

ACKNOWLEDGED this ___ day
of August, 2013:

By:_____
Timothy C. Wiberg,
Village Manager

American Traffic Solutions™

February 4, 2009

Mr. Robert LaMantia
Chief of Police
Village of Lincolnwood, Illinois
6900 Lincoln Avenue
Lincolnwood, IL 60712

RE: ***Contract for Police Red Light Camera System between the Village of Lincolnwood, Illinois and America Traffic Solutions, Inc.***

Dear Chief LaMantia:

Enclosed are three original, partially-executed versions of the above-referenced Contract signed by Adam Tuton, Chief Operating Officer on behalf of ATS. Once you have fully executed the Contract please send a fully-executed original version to the following address:

Adam Tuton
American Traffic Solutions, Inc.
7681 E. Gray Road
Scottsdale, AZ 85260

Please let me know if you have any questions or if I may be of further assistance.

Very truly yours,

American Traffic Solutions, Inc.

Linda Welsch
Executive/Legal Assistant to
Adam Tuton, Executive Vice President, COO

Enclosure

American Traffic Solutions™

February 20, 2009

VIA FEDERAL EXPRESS
Mr. Robert LaMantia
Chief of Police
Village of Lincolnwood, Illinois
6900 Lincoln Avenue
Lincolnwood, IL 60712

RE: ***Acceptance Signature Page for Contract for Police Red Light Camera System between the Village of Lincolnwood, Illinois and America Traffic Solutions, Inc.***

Dear Chief LaMantia:

Enclosed are two original, partially-executed versions of the above-referenced Acceptance Signature Page for the Contract signed by Adam Tuton, Chief Operating Officer on behalf of ATS. As we discussed you will insert the new signature page into the Contract as a new Page 13 directly following the original signature Page 12. Once you have fully executed the Contract please send a fully-executed original version to the following address:

Adam Tuton
American Traffic Solutions, Inc.
7681 E. Gray Road
Scottsdale, AZ 85260

Please let me know if you have any questions or if I may be of further assistance.

Very truly yours,

American Traffic Solutions, Inc.

Linda Welsch
Executive/Legal Assistant to
Adam Tuton, Executive Vice President, COO

Enclosure

EXECUTION COPY

VILLAGE OF LINCOLNWOOD

CONTRACT FOR POLICE RED LIGHT CAMERA SYSTEM

Full Name of Bidder American Traffic Solutions, Inc. (***"Bidder" / "ATS"***)

Principal Office Address 7681 East Gray Road, Scottsdale, AZ 85260

Local Office Address _____

Contact Person Greg Parks

Telephone (913) 575-2912 Fax (480) 607-0901

TO: VILLAGE OF LINCOLNWOOD
POLICE DEPARTMENT
6900 LINCOLN AVENUE
LINCOLNWOOD, IL 60712

Bidder warrants and represents that Bidder has carefully examined this Contract and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, which are securely stapled to the end of this Contract and the provisions thereof that are part of this Contract are incorporated herein for ease of reference.

1. Services Proposal

A. Contract and Services. If this Contract 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 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, all necessary design, work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the provision and operation of an automated traffic law enforcement system for the enforcement of red light violations as authorized by the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq. (***"Red Light Camera System"***) at such locations in Lincolnwood, Illinois (collectively, "***Services Site***") as may be designated by the Village pursuant to this Contract from time to time;

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;

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

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

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

B. Performance Standards. If this Contract 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.

C. Responsibility for Damage or Loss. If this Contract 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 conform strictly to the requirements of this Contract 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. Services so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. To provide a turnkey Red Light Camera System as described in this Contract, the following fees:

Item	Fee
Axsis ™ RLC-300 Red Light Camera System monitoring rear images up to 4 lanes, image processing, data entry, in-state registered owner acquisition, NLETS out–of-state registered owner acquisition; final quality control review, access to web-based Axsis ™ VPS for Police Review, 1st notice printing in color, postage and mailing, electronic notice file transmission to court system, evidence packages for scheduled hearings, lockbox payment processing services, and including any necessary traffic signal upgrades required for Illinois Department of Transportation permit approval	Monthly Fee Per Approach $4,400
Delinquent collections of unpaid violation fines	30% of delinquent fines collected
Upgrade existing traffic control signals at the intersection of Lincoln and Touhy to Light Emitting Diodes (LED) in accordance with all Illinois Department of Transportation (IDOT) requirements.	$14,000, payable in 42 equal monthly payments of $333.33

B. Basis For Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change, except that the Monthly Fee Per Approach will be fixed for the first 12 months that the fee is payable under Section 3 of this Contract, and that each year thereafter the Monthly Fee Per Approach shall be adjusted to conform with the percentage increase in the Consumer Price

Index, defined as Consumer Price Index- All Urban Consumers for the Chicago -Gary-Kenosha Metropolitan Statistical Area ("CPI-U"), for the previous 12-month period.

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

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

C. Time Of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

1. Monthly fees shall be billed by the Bidder to the Village following the end of each calendar month and shall be itemized by intersection and approach or other text to accurately describe the basis of the fee. No monthly fees shall be billed by the Bidder to the Village until the Village has accepted and approved the Services necessary for operation of the Red Light Camera System at a particular intersection and approach, and no monthly fees shall be billed by the Bidder to the Village for periods in which the Village has not authorized operation of the Red Light Camera System, including the initial 30 day period that the Red Light Camera System becomes operational at an intersection and during which only warning notices will be issued to violators for violations recorded at that intersection.

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

3. If the Village exercises its right to terminate this Contract for convenience pursuant to Section 8.P of this Contract before providing the last monthly payment for the upgrade cost for the traffic light signals at Lincoln and Touhy as provided in Section 2.A of this Contract, the Village will pay the remaining balance of the upgrade cost to ATS within 45 days of delivery of the Village's notice of termination.

4. In the event that the Village elects to implement the Red Light Camera System in additional locations that require upgrades of existing traffic signals to comply with all IDOT requirements, the Village agrees to reimburse ATS for the cost of those upgrades, which cost will be determined by the Village in consultation with ATS, in equal monthly payments over the term of this Contract in substantially the manner set forth in Subsection 2.A of this Contract for the cost of signal upgrades for the intersection of Lincoln and Touhy.

3. Contract Time Proposal

Time is of the essence of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days. If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Services within 10 days following Village's acceptance of this Contract provided Bidder shall have furnished to Village all bonds and all insurance certificates and policies of insurance specified in this Contract (***"Commencement Date"***). If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall perform the Services diligently and continuously throughout the term of the Contract.

The initial term of this Contract shall be for 42 months commencing on the date of execution by both parties. The Contract may be renewed, upon the terms and conditions herein including without limitation the schedule of prices in Subsection 2.A of this Contract, for additional one year periods following notice from the

Bidder that it desires to renew the Contract not less than 90 days prior to the expiration of the initial term or any then current term.

4. Financial Assurance

A. Insurance. If this Contract 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. 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 Village. The Village and any highway authority with jurisdiction over the Services 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. 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:

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

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

   Coverage to include:

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

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

4. Umbrella Liability. Limits shall not be less than:

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

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

B. Indemnification. If this Contract 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 to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. If this Contract 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. Bond. The Bidder must supply the Village with a Performance Bond ("Bond"), on a form provided by, or otherwise acceptable to, the Village. The Performance Bond must be in the amount of twenty thousand dollars ($20,000.00) for each approach where the System is installed. The Bond must cover the construction, installation, relocation, and removal of any Equipment pursuant to this Contract. The Bidder must supply the Bond to the Village prior to construction and installation of any Equipment. If the Bidder fails to furnish the Bond prior to the construction and installation of any Equipment, then the Bidder must pay to the Village two hundred dollars ($200.00) per day as liquidated damages until the Bond are supplied, the Bidder having agreed that that this liquidated damages amount is a fair estimate of the amount of damages that said Village will sustain due to the Bidder's failure to furnish the Bond.

5. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Village accepts this Contract within 120 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

In order to induce Village to accept this Contract, 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 providing Red Light Camera Systems 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, including without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties

expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto 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, including the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq. 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 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 as principals are those disclosed to the Village prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation if at any time it shall be found that the Bidder has, in procuring this Contract, 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 shall, at the Village's option, be null and void.

D. Patriot Act Compliance. The 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. The Bidder further represents and warrants to the Village that the 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The 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.

E. 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.

7. Specifications

Bidder has thoroughly examined this Contract, including the specifications for the Services attached hereto as Exhibit A.

8. Acknowledgments

In submitting this Contract, Bidder acknowledges and agrees that:

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

B. Reservations of Rights. 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 is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract 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 shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

If it should appear at any time that Bidder has failed or refused to provide, or has delayed in the provision of, the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Bidder's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract ("***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.

2. The Village may terminate this Contract immediately without liability for further payment of amounts due, if any, or to become due under this Contract.

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 Village, whether before or after Village's acceptance of this Contract; nor any information or data supplied by Village, whether before or after Village's acceptance of this Contract; nor any order by 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 Village; nor any extension of time granted by Village; nor any delay by Village in exercising any right under this Contract; nor any other act or omission of 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 Bidder; or of any requirement of provision of this Contract; or of any remedy, power, or right of Village.

F. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract 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 shall be in any way affected thereby.

G. Amendments. No modification, addition, deletion, revision, alternation, or other change in this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Village and Bidder.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Village, which consent may be withheld in the sole and unfettered discretion of the Village; provided, however, that Bidder may, upon written notice to the Village, assign this Contract to a corporation controlled by, controlling or under the common control of Bidder. 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 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, and the rights of the parties under this Contract 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, 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 is not exclusive. If determined by the Village to be appropriate or necessary to the Village, its residents, or motorists within the Village, then the Village, in the exercise of its sole discretion, may select additional Bidders to perform the Services and may terminate this Contract or any other contract as to the Bidder or any one or more other Red Light Camera System firms in accordance with the terms of this Contract.

L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Bidder shall be made or be valid against the Village.

M. Binding Effect. This Contract 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 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 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 Bidder.

O. Termination for Cause. The Village and Bidder shall have the right to terminate this Contract immediately by written notice to the other if (i) Illinois law is amended to prohibit or substantially change the operation of "automated traffic law enforcement systems," as defined in the Illinois Vehicle Code; (ii) any court having jurisdiction over the Village rules, or state or federal statute declares, that results from the Red Light Camera System are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Contract which breach is not remedied within twenty (20) calendar days (or within such other time period as the Village and the Bidder shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-breaching party setting forth in reasonable detail the events which caused the breach.

P. Village's Right to Terminate For Convenience. In addition, the Village shall have the right to terminate this Contract upon ten (10) days written notice for any reason. Notwithstanding the provisions of Section 8.U of this Contract, mailing of such notice of termination shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. The rights to terminate this Contract shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach of this Contract.

Q. Termination for Village's Unremedied Material Breach. If this Contract is terminated for cause by the Bidder due to the Village's unremedied material breach pursuant to Section 8.O of this Contract, the Bidder shall be paid for services rendered to date, subject to set off for any damages, losses or claims against the Village resulting from or relating to Bidder's performance or failure to perform under this Contract.

R. Termination resulting from Judicial Restraint. This Contract is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Contract. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination.

S. Village's Right to Terminate if Bidder's Performance is Impossible. If because of death or any other occurrence, including, but not limited to, the Bidder becoming insolvent, it becomes impossible for any principal or principals of the Bidder to render the services set forth in this Contract, neither the Bidder, nor its surviving principals shall be relieved of their obligations to complete the services defined in this Contract. However, in such an occurrence, the Village at its own option may terminate this Contract if it is not furnished evidence that competent services can still be furnished.

T. Removal of Equipment. In the event of termination of this Contract, the Bidder shall remove any and all equipment from Village property and rights-of-way at Village request, at no cost to the Village. If not removed within 30 days, the Village reserves the right to remove all such equipment and charge the Bidder for all costs for removal of the equipment.

U. Notices. All notices required or permitted to be given under this Contract 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:

Robert LaMantia
Chief of Police
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood, IL 60712

with a copy to:

Steven M. Elrod, Esq.
Holland & Knight LLP
131 South Dearborn, 30th Floor
Chicago, IL 60603

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BIDDER INFORMATION (Bidder shall complete all of the following items prior to execution and submission of this Contract to the Village)

Bidder's Status: ☒ Kansas (State) Corporation

☐ _____ (State) Limited Liability Company

☐ _____ (State) Partnership

☐ _____ Joint Venture

☐ _____ Individual Proprietor

Bidder's Name: American Traffic Solutions, Inc.

D/B/A (if different): _____

Bidder's Business Address: 7681 E. Gray Rd., Scottsdale, AZ 85260

Bidder's Business Telephone Number: (480) 443-7000 Facsimile Number: (480) 607-0901

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:

Name	Date of Birth	Title	Address
James D. Tuton		President/CEO	7681 E. Gray Rd., Scottsdale, AZ 85260
Adam E. Tuton		Executive Vice President/COO	7681 E. Gray Rd., Scottsdale, AZ 85260
Adam R. Draizin		Executive Vice President/CFO	7681 E. Gray Rd., Scottsdale, AZ 85260
John Petrozza		Executive Vice President	503 Cary Ave., Staten Island, NY 10310

BIDDER BACKGROUND – Include any explanations on a separate sheet of paper and submit with this Contract (Bidder shall complete all of the following items prior to execution and submission of this Contract to the Village)

1. State the number of years the Bidder has been in business.
2. Does the business currently hold a license or have a contract with any other municipality for a Red Light Camera System? Yes _____ No _____
3. State the number of years the Bidder has provided Red Light Camera Systems.
4. State the number of municipalities that are customers of a Red Light Camera System provided by Bidder.
5. List each municipality included in item 4 above and the number of years each municipality has been a customer of Bidder for a Red Light Camera System.
6. Please attach a list of references including the name, address, telephone and fax numbers, and email address for each reference.
7. Describe the Bidder's growth, staff and ownership structure.
8. If Bidder is a parent or subsidiary in a group of companies, please list all entities affiliated with Bidder.
9. Has Bidder (or the product being proposed) ever been purchased by another company or acquired because of a merger or acquisition? If yes, please describe.
10. What percentage of Bidder's revenue derives from the provision of Red Light Camera Systems?
11. What is the total allocation of revenue to your Red Light Camera System?

12. Explain Bidder's background, including longevity and financial stability.
13. Has Bidder had a workforce reduction during the past 5 years? If yes, provide details regarding workforce reductions: percentage of workforce and areas affected, senior management team changes, etc.
14. Describe how Bidder measures customer satisfaction for hardware, software, and customer service and support. Please include your rating scale.
15. List all pending or past litigation, liens or claims filed against Bidder under this or previous names.
16. Indicate the percentage of Red Light Camera System contracts in the history of Bidder (under this or previous names) that have been and have not been completed on their original schedule.

    _____ On Schedule _____ Not On Schedule
17. What percentage of Red Light Camera System contracts in the history of Bidder (under this or previous names) were never completed and why?
18. Describe Bidder's internal performance measures to quantify key customer support, responsiveness, such as: issues resolved on first call, average call duration and average time to reach issue resolutions, etc.
19. List the reasons why Bidder lost Red Light Camera customers and the number of customers lost for each reason.
20. What current certifications does your staff hold?
21. Describe Bidder's development environment.
22. List Bidder's past dealings with Federal, State, County and local governments in obtaining permits to install, service, and remove equipment.
23. Highlight Bidder's dealings with states other than Illinois in obtaining state department of transportation permits.
24. List Bidder's dealings with states other than Illinois where permits were denied and the reasons for denial.
25. Highlight Bidder's dealings with the State of Illinois in obtaining IDOT permits.
26. List Bidder's dealings with IDOT where permits were denied.
27. Include remedies that Bidder took to have any denied permits approved.
28. List any unexpected costs that were incurred as a result of problems with acquiring permits.
29. List situations where these permits were passed on to the customer.
30. Provide Bidder's past three years of audited financial statements.
31. Explain the software upgrade process. Describe the role of Bidder's customers during the upgrade process.
32. How many major software upgrades has Bidder issued during each of the last three years?
33. Describe when and how Bidder's customers are informed of upcoming software changes and/or additions in an upgrade or software patch.
34. What database technology is used in Bidder's system?
35. Does Bidder provide a complete written set of user manuals for all software packages?
36. What is Bidder's recommended process for backing up the server and the database?
37. Does Bidder provide an on-line help service?
38. Describe the minimum and recommended hardware/software requirements for your System.
39. If there is any required 3rd party software, who provides the customer support?
40. If the Bidder provides the hardware, does the software come pre-loaded on the machines (reducing onsite time)?

41. Describe what other software has to be loaded besides the Bidder software, if any?
42. What are the Web server minimum requirements and the operating system requirements for Web enabled applications?
43. Does Bidder's system have a training mode?
44. Does Bidder provide "live" onsite training to all designated users before going live?
45. Does Bidder provide thorough training and documentation for Train-the-Trainer personnel?
46. Does Bidder provide an on-line tutorial to assist with training of future users?
47. Please provide a release history of proposed software applications to include:
    - Original development organization
    - Date of first release
    - Date of current release
    - Number of releases since original version
    - Any known software conflicts
48. Describe the approach and resources needed to implement Bidder's product.
49. Attach a proposed implementation schedule with key activities and milestones.

BIDDER TEMPLATE PLAN – Include on separate sheets of paper and submit with this Contract (Bidder shall complete all of the following items prior to execution and submission of this Contract to the Village)

Bidder shall submit a template plan showing the installation of a Red Light Camera System at a four-way intersection consisting of four lanes and one turn lane in each direction (left and right). The plan shall show all equipment, construction, and materials required and shall include all items listed in Sections 8 and 10 of Exhibit A to this Contract.

Signature of Bidder or Authorized Agent: _____

(CORPORATE SEAL)

Printed Name: Adam Tuton

Title/Position: Executive Vice President /COO

Subscribed and Sworn to

Before me this 4th day of February 2009

Linda M. Welsch

Notary Public

OFFICIAL SEAL
LINDA M. WELSCH
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 1, 2009

ACCEPTANCE

The Contract 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 _____, 2009.

This Acceptance, together with the Contract 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. 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." 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~~ ADMINISTRATOR

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by American Traffic Systems, Inc. this 20th day of February, 2009.

AMERICAN TRAFFIC SYSTEMS, INC.

By: _____
Adam Tuton
Its: Executive Vice President, COO

Attest: _____

T (13) RL

EXECUTION COPY

EXHIBIT A

SPECIFICATIONS FOR A RED LIGHT CAMERA SYSTEM

1. ATS will provide a "turnkey" Red Light Camera System, including the Axsis RLC-300 Red Light Camera System and Axsis VPS Violation processing software, in conformance with this Contract and with ATS's February 11, 2008 Response to Requests for Proposal ("Proposal"), which Red Light Camera System, as provided in the Proposal and this Contract, at a minimum, automatically detects violations, records violation evidence (including still images, continuous video clips, and data), transmits violation data and images via a secure Internet connection, coordinates state vehicle licensing data, pre-reviews violation data for Village approval, and provides flexible means for the payment of violation notices and the adjudication of violations.
2. ATS shall provide a Red Light Camera System that includes both still photos and video evidence of each violation, including the date and time of day, location, motor vehicle committing a suspected violation, unobstructed view of rear license plate, color of traffic signal, and photo number or similar way to identify the image, in conformance with ATS's proposal, including without limitation:
   - 2.1. Still Images, including at least two high resolution still images recorded from the back of the vehicle that contain all information necessary to prosecute a violation under Illinois law
   - 2.2. Violation data, including without limitation the date, time of day, time the light has been red, location identifier, and lane number, as specified by the Village
   - 2.3. Video imaging system that captures and stores continuous and separate full motion video clips of the intersection, including the scene and key violation data for each violation event. Video clips must be transmitted securely along with still images of the violation. The video system must provide the Village with the ability to view the intersection in real-time over the Internet, and video clips must be easily accessible via Internet. Recorded video clips can be accessed and even downloaded by an authorized user via a secure Internet connection at no additional cost. The video system must provide for adjustable recording speeds, and must save all digital video data for at least 30 to 60 days, and be able to be configured to retain longer periods.
3. ATS shall work with the Village to develop a series of traffic safety reports based on system data, in the event required information is not already accessible, including, without limitation, the following information:
   - 3.1. The number of events recorded by intersection approach
   - 3.2. The number of events recorded that are not billable
   - 3.3. The total number of controllable and non-controllable events that are lost by approach
   - 3.4. The number of events recorded that are forwarded to the police
   - 3.5. The number of citations authorized and mailed by month of issuance
   - 3.6. The number of citations returned as undeliverable
   - 3.7. Traffic volume data and vehicle counts by time of day, lane, and day of week
4. ATS shall provide all hardware and software necessary to allow use of the Red Light Camera System, including upgrades, at no additional cost to the Village, including without limitation the Axsis RLC-300 red light camera system hardware and Axsis VPS violation processing system.
5. ATS shall not issue any media or public relations information commenting on the Village's Red Light Camera System unless approved in writing in advance by the Village, either before or after contract award. All public awareness activities will be coordinated directly with the appropriate Village staff.
6. Installation of ATS's equipment shall include only the minimum possible alteration to pavement or pavement cutting. Red Light Camera System hardware must be programmable and must be low wattage with minimal extraneous illumination and flash effects, as presented in ATS's Proposal. Red Light Camera System hardware will consist either of an above-ground laser detection system or a wireless sensor system, to be

determined by the Village in its sole discretion. ATS will coordinate with the Village Engineer to implement the most appropriate detection system, as approved by the Village Engineer, in conformance with the following options presented in ATS's proposal:

6.1. Video vehicle detection, including without limitation the capability to detect and capture violations at speeds below 5 mph, at high speeds, and in all types of weather; or

6.2. Wireless Vehicle Detection, including without limitation the capability to detect and capture violations at speeds below 5 mph, at high speeds, and in all types of weather

7. From point of capture, all camera photographs and accompanying video sequences must be capable of secure storage and transmission.

7.1. Images will be collected using a dedicated high speed telecommunications line to each camera. Images will be transmitted from the camera to the collection point through a 3DES encrypted VPN tunnel secured by Cisco firewall, switching, and router gear. In the event of a network communication failure, the camera units will have the ability to store violation and data images locally. In the event of an extended network outage, the data can be physically collected daily by proposer's field technicians. Live video streams can be saved for up to 90 days depending on system settings and configuration.

8. ATS shall provide a fully web enabled citation processing system that includes data processing, initial screening of data, efficient delivery of data to local law enforcement for review and citation authorization, citation mailing, and incorrect address notification.

8.1. ATS will implement the Axsis VPS system with violation processing functionality as described in ATS's proposal, including, without limitation, the following violation processing steps:

8.1.1. Field service image quality audits

8.1.2. Chain of custody support

8.1.3. Digital image loading, image cropping, and image enhancement

8.1.4. Initial image review and license entry

8.1.5. Extensive United States and Canada DMV accessibility through NLETS

8.1.6. Multiple plate types selection screens

8.1.7. Routing of violations to the Contract Administrator to review those with fictitious plates, altered plates, suspended plates or those reported stolen

8.1.8. Quality control image review by a second operational Village staff member

8.1.9. Citation printing and mailing

8.1.10. Web, lockbox, or IVR payment processing and tracking

8.1.11. Document escalation/process serving for overdue or unpaid citations/notices

8.1.12. Postal returned mail processing

8.1.13. Transfers of liability based on identification of the driver

8.1.14. Customer call handling and support

8.1.15. Hearing and adjudication support including automated evidence package generation

8.1.16. Inbound and outbound customer correspondence management

8.1.17. Statistical, financial, and operational report generation

8.1.18. Archiving, data management and security

8.2. Citation and Violation processing functionality must include:

8.2.1. Image cropping and tuning ability for authorized Village personnel to make contrast or color adjustments to the image to optimize enforceability.

8.2.2. License Plate Entry

8.2.3. Motor Vehicle Registration Data Acquisition Certified by National Law Enforcement Telecommunication System (NLETS)

8.2.4. Vehicle Make and Model type Selection

8.2.5. Final Vendor Review. ATS technicians will verify, prior to transmitting violation information to the Village, that the vehicle license plate, registration information, and vehicle information matches the vehicle shown in the images.

8.2.6. Police Review. Violation images will be transmitted to the Village on a daily basis for review. Authorized Village personnel shall have the final review of all violations and their images. The Village will have the sole authority to determine whether a violation exists or a citation will or should be issued. No citation may be issued to a violator without the prior authorization of the Village. The Village may elect, in its sole discretion, to issue a warning instead of a citation for violations identified by the Red Light Camera System. During the initial 30 day period that the Red Light Camera System becomes operational at an intersection, only warning notices will be issued to violators for violations recorded at that intersection. The Village shall have the sole discretion to determine what constitutes a violation, including without limitation the determination of the length of time after a red signal after which a violation is said to occur. Using any computer connected to the Internet over a VPN connection to be implemented between ATS and the Village and secured through a VPN 3DES encryption, assigned Village personnel can view, approve, or discard any images of violations. The Village may elect to transmit rejected violations as warnings. The Village will be able to record on the Red Light Camera System the reason(s) why citations are not approved. A complete audit trail identifying the reasons citations were rejected, and the number of citations rejected for each reason(s), will be maintained.

8.2.6.1. Warning module. The Red Light Camera System must include a warning module enabling Village personnel to designate certain violations as warnings, which will be generated and mailed to violators as a warning notice in the same manner in which citations are generated and mailed to violations. The system must be able to record the reason(s) why violations are designated and issued as warnings.

8.2.7. Citation Generation and Mailing. Once each citation is approved, the Red Light Camera System will automatically issue a notice to the violator within the time frame defined by the Village.

8.2.8. Bad Address Notification. The U.S. postmaster will be instructed to forward citations to the new address. Undelivered email will be researched for better address information and re-sent.

8.2.9. Violator inquiries

8.2.10. Citation Data Processing (including software)

8.2.10.1. Designed to ensure the preservation of the chain of custody of evidence for each recorded violation so that backup data and documentation can be easily retrieved when needed.

8.2.10.2. Carried out in a secured facility using a data processing system with appropriate security features and firewalls

8.3. Prepare and mail citations to vehicle registered owners

8.4. Answer telephone inquires

8.5. Schedule violator appointments. ATS will manage hearing requests from persons receiving violation notices and will schedule hearings and appeals on days at times designated by the Village.

8.6. Provide court-requested information and support court hearings and administrative adjudications. ATS shall provide an evidence package for each violation on which a hearing is requested, and provide the package in sufficient time and in a form that is suitable for presentation to the court. The package must be Adobe format and include: the violation images and data, violator history, document history, and any other relevant documents (such as letters from the defendant) that may be included in the file one week prior to each scheduled hearing. The software will include the ability to present all the violation information online, the ability for the hearing officer or judge to enter the adjudication results securely via a web browser interface and generate the final decision or order (sometimes called the Notice of Determination). ATS shall provide expert testimony at contested court hearings as necessary and at no cost to the Village, including, without limitation, testimony concerning the operation and maintenance of the System, the determination of violations, and the issuance of citations.

8.7. Prepare monthly progress reports

8.8. Maintain service and inspection logs that record all inspections and preventative maintenance activities and are accessible for any court proceedings.

8.9. Provide immediate notification of any system flaws.

8.10. Provide a plan to address identified system flaws as they occur, which plan should include a process to stop the issuance of citations and to withdraw any citations already issued during the flawed operation. All flaws must be corrected within 72 hours of notification of the flaw. If the Village determines, in its sole discretion, that any flaw may impact the validity of any citation, no citations will be issued until the flaw is corrected and any citations issued that are affected by the flaw will be withdrawn.

8.11. On-going public education and information program will be coordinated directly with the appropriate Village personnel, and prior approval by the Village of content in all media and public education materials will be strictly required and must include:

8.11.1. Clear description of the operation of the red light camera equipment in non-technical terms

8.11.2. Clear statement of project objectives

8.11.3. Description of the advantages of automated enforcement.

8.11.4. Explanation of other measures being taken to improve safety at intersections. All signs will be provided by ATS at no additional cost to the Village.

8.11.5. Description of the use of the red light camera program revenues

8.11.6. Educational and informational materials including but not limited to posters, mailings, handouts, media, warning notices, billboards, warning signs, press releases, slogans.

8.12. On-going program assessment

8.12.1. Continual analysis of violation and crash data. The software must have reporting features to enable preparation of summary reports, issuance rate reports, performance reports by location, user reports and statistical graphs, all in Microsoft Excel format.

8.12.2. Pre and post installation study periods in order to measure program's effectiveness

8.12.3. Reapplication for any required permits

8.12.4. Periodic meetings to discuss survey results and make recommendations

8.13. Plan for Citation Issuance Required. ATS will supply a detailed plan that complies with statutory requirements and that addresses:

8.13.1. How citations for commercial or rental car vehicles will be addressed

8.13.2. Maximum number of days before data is available for access by the Village's reviewing officer

8.13.3. Maximum number of days before citations are reissued to violators following registered owners disputed responsibility and subsequent violator identification

8.13.4. Established enforcement thresholds that are consistent with current methods

8.13.5. Number of days allowable from the date of the violation occurrence before citations can be mailed, if different from applicable legal requirements

8.13.6. Period warning citations are issued after the program begins

8.13.7. Clear specification of photographic data requirements for issuing citations, including the red signal indication, vehicle speed and the time elapsed since onset of red

8.13.8. Warning signs or signals that are in compliance with the Manual on Uniform Traffic Control Devices (MUTCD), are provided in new condition, and, if not in the MUTCD, are conforming to the requirements of the highway authority with jurisdiction

8.13.9. MUTCD and ITE recommended lengths of yellow light interval times

8.13.10. Listed and other recommended sites (based on accurate crash data or high traffic volume)

8.14. Payment processing. Payments of violations will be processed by ATS through the Red Light Camera System. All billing and collections of fines for violations shall be in the name of the Village and on its behalf. Violators must have the option of paying citations via United States mail (lockbox), online via the Internet (web), or by phone. Violators must be able to submit payment via check, money order, or credit card (Mastercard, Visa, American Express). ATS will invoice and collect all fines for violations and transmit them to the Village. ATS will transfer all funds collected on behalf of the Village on a weekly basis to an account designated by the Village via electronic transfer, wire, or such other means designated by the Village in its sole discretion. ATS may not hold funds collected on behalf of the Village for any time period longer than necessary to collect the funds from violators and transmit those funds to the Village's designated account no later than the first business day of the following week. Violators will be responsible only for payment of the applicable fine for the violation, and ATS may not charge any additional fees to violators of any kind or nature, including without limitation service or convenience fees related to the processing of payments, except that a violator paying by credit card will be subject to the actual credit card processing costs incurred by ATS to process credit card payments, in the amount of no more than $3.25. The Red Light Camera System will track payments by payment source (lockbox, web, or phone) and payment method (check, money order, or credit card). Payment processing will include the capacity to, without limitation, handle applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals.

8.14.1. ATS shall maintain a written record of all payments of violations for at least two years after receipt of payment, and shall maintain a written record of all unpaid or uncontested violations for at least seven years after issuance of the violation.

8.14.2. ATS shall, where violations are not paid or contested within 30 days of the issuance of a citation, only upon the direction of the Village and only pursuant to written procedures approved in advance by the Village, institute collection proceedings to recover unpaid fines, including without limitation a two-step written notice procedure that provides for the issuance via first class mail, postage prepaid, of preliminary and final written notices to violators stating that violation fines are unpaid and will be subject to collection if payment is not received by a date certain. ATS shall receive, as a fee, the percentage of collected funds provided in Subsection 2.A of this Contract.

9. ATS must be able to provide a secure, internet-based website viewing capability to members of the public who receive mailed citations. Copies of all violation images, both still images and video clips, will be available on the website 24 hours a day, seven days a week. Violators will be provided with instructions on their violation notice allowing them to log onto the website using the notice number and PIN number provided on the violation notice. A help link will be provided on the website to provide additional log-in instructions. ATS will work with the Village to determine what elements and information they want available for the public to view. The website security certification will be secured via the Thawte certification authority through a two

part authentication and verification process which will guarantee the privacy of information on the website and protect information in transmission between the web server and the Village's web browsers using 256, 128, 56 or 40-bit encryption depending on the Village's browser capability.

10. ATS must provide a timeline showing sequential and concurrent activities to be undertaken to result in a fully operational Red Light Camera System. Within 30 days following the selection of an intersection by the Village, ATS will provide a detailed breakdown of the Services to be provided for the acquisition, installation, operation and maintenance of the Red Light Camera System. A detailed plan will be provided to the Village by ATS which will include at least the following information in this Section 10. The schedule proposed must include durations (in days) for the various tasks not to exceed those shown in ATS's proposed implementation schedule. Following receipt of the plan, the Village will review and comment on the plan and meet with ATS to participate in the project planning and management phase. ATS shall submit additional drafts of the plan based on further review and comment from the Village. The final project plan is subject to approval by the Village prior to the implementation of the Red Light Camera System.

    10.1. Project Planning and Management

    10.2. Equipment Ownership

    10.3. Design, Installation and Placement: This component must conform to the summary of site construction procedures contained in ATS's proposal at a minimum, as follows:

        10.3.1. Interface with project manager to define project, roles and expectations

        10.3.2. Perform intersection traffic surveys and site selections

        10.3.3. Conform to all village, state, and federal codes

        10.3.4. Submit detailed site plans to the Village of Lincolnwood and necessary authorities

        10.3.5. Submit specifications and/or tear-sheets for all pertinent material and equipment, as needed and if necessary

            10.3.5.1. Upon approval, obtain all necessary site construction permits

        10.3.6. Verify underground history and dangers, if any underground installation is necessary

        10.3.7. Establish Critical Path and convey schedule to all proper authorities

        10.3.8. Mobilize personnel, materials, and equipment

        10.3.9. Secure proper traffic management to provide maximum safety and minimum impact to existing traffic patterns

        10.3.10. Perform any necessary construction work

            10.3.10.1. ATS shall install, at its sole cost and without any expense to the Village except for those expenses that the Village has agreed to submit pursuant to Subsection 2.A of this Contract, any and all traffic signal upgrades or modifications required by the Illinois Department of Transportation (IDOT) for the approval, installation, and operation of the Red Light Camera System.

        10.3.11. Conform to regulations of governing authorities

        10.3.12. Display proper permit and warning signs

        10.3.13. Test and review site construction and camera calibration

        10.3.14. Adjust equipment as necessary

        10.3.15. Provide as-built drawings to Village

        10.3.16. Issue official online e-mail notification of camera readiness

    10.4. Installation plans prepared in accordance with system manufacturer's standard plans and technical specifications, along with State and local agency standard plans and specifications for public works

and traffic engineering improvements, prepared and signed by an appropriately licensed engineer, which at a minimum address:

10.4.1. Camera equipment.

10.4.2. Camera housing and supporting structure. Installed equipment must be secure and tamper resistant.

10.4.3. Installed equipment must be temperature controlled, durable and weather proof.

10.4.4. Intersection lighting

10.4.5. Vehicle detection system

10.4.6. Communications

10.4.7. Pull boxes, conduit runs and conductor schedule. ATS will provide all equipment, materials, supplies, and labor necessary to install and calibrate all cameras for operation. A final complete and detailed milestone schedule will be delivered as a formal deliverable to the Village project manager. ATS will perform all construction, street, and electrical work safely, efficiently, and with minimal impact to the public. ATS's construction protocols will ensure that all installation work will be performed to the highest standards and present a trouble-free interface with all traffic and electrical panels.

10.4.8. Electrical service

10.4.9. Warning signs: ATS will display proper permit and warning signs in the construction area.

10.5. Plan Check and Installation Inspection. ATS will retain a Village-approved engineer which shall prepare all engineering drawings and submit them to the Village for approval. Upon installation of the Red Light Camera System, ATS will notify the Village so that an authorized Village representative can inspect the site and equipment.

10.6. Operation and Maintenance to include:

10.6.1. Preventive maintenance. ATS will incorporate a proactive preventive maintenance plan by swapping complete camera systems with previously maintained and inspected camera systems throughout the course of the maintenance route. When a swapped camera system is brought to ATS's service department, a complete inspection and re-calibration procedure will be performed and the system is made ready for reintroduction into the field.

10.6.2. Periodic checks and audits, no later than once every 30 days, of the physical locations of the cameras and camera equipment to verify that the system and each individual camera continue to operate properly. Additionally, ATS technicians must monitor the cameras via internet connection seven days a week, 24 hours a day, to assure continuous and accurate operation of all camera equipment.

10.6.3. Corrective maintenance. ATS will maintain, repair and replace any system component throughout the duration of this contract. Reported issues and events must be logged into ATS's database and assigned for resolution within 72 hours Monday through Friday during normal business hours. Should repair or replacement be required on-site, ATS must use its own trained staff or factory-trained subcontractor technicians to perform repairs. ATS will ensure that the system components are repaired or replaced within a standard 72-hour time frame.

10.6.4. All maintenance to performed on a regular basis

10.6.5. Collect images of recorded violations and related violations data from photo-enforced intersections

10.6.6. Inspect camera and vehicle detection system operations

10.6.7. Perform preventative maintenance and cleaning. ATS will perform preventative maintenance and cleaning using trained technicians on the Red Light Camera System on a regular basis. ATS will

inspect the camera and the vehicle detection system on a regular basis to ensure that the Red Light Camera System is working properly.

10.6.8. Identify defective equipment and make repairs or replace the equipment. All such repairs or replacements shall be made within 72 hours.

10.6.9. Automated maintenance. The Axsis RLC-300 camera will send regular messages to a monitoring server which will record the camera status for reporting and will send alerts to ATS technicians if the status indicates that service is required. Automated status reports will include without limitation the following information:

10.6.9.1. Internet connection status

10.6.9.2. System controller status

10.6.9.3. Violation count

10.6.9.4. RLC-300 storage remaining

10.6.9.5. Violation transfer queue

10.6.9.6. Camera status

10.6.9.7. Camera controller status

10.6.9.8. Camera exposure settings

10.6.9.9. Camera storage remaining

10.6.9.10. Lane sensor status

10.6.10. Image quality review. ATS will perform daily image quality audits for every deployed camera, including review for camera faults such as focus and setup problems. ATS staff will respond immediately to correct image quality deficiencies that would compromise enforceability of the images.

11. ATS will work with the Village to identify a list of intersections, chosen in part based on a quantitative assessment of the frequency of red light violations and collisions. The Village will begin with one intersection, but reserves the right to expand the program to include additional intersections at no additional per-approach cost.

11.1. VIMS video analysis. ATS will prepare a report for each intersection requested by the Village which summarizes the violation data by intersection approach, traffic lane, and time of day using the Axsis Violation Incident Monitoring System (VIMS) to assist the Village in determining the intersections where the system should be located.

11.2. ATS will, at the Village's request, remove the camera system from intersections determined by the Village, in the Village's sole discretion, to be under-performing, and to relocate the camera system, at no cost to the Village, to an alternative intersection identified by the Village by mutual agreement with ATS.

11.3. ATS will coordinate with local utility companies to obtain electrical power and telecommunications for the system.

11.4. Testing, Inspection and Maintenance; Deductions.

A. Generally. Upon completion of construction and installation at each site, ATS shall test each camera and program process to ensure quality and effectiveness of the Red Light Camera System. No testing will be considered complete until reviewed and approved by the Village. All testing and inspections will be done as recommended by the manufacturer of the products being used. Also, if the inspection or tests are unsatisfactory or the Village determines the equipment (including all software) is malfunctioning, ATS shall take immediate action to correct the problem(s) and report any findings, modifications or delays in repair to the Village. All suggested manufacturer maintenance or testing of the equipment should be listed in detail in the required plan. All such work shall be included in the Contract Price and at no additional expense to the Village.

B. Deductions. If the Red Light Camera System fails to function in compliance with the requirements of this Contract for at least ninety-five (95) percent of the time in any calendar month, the Village shall be entitled to reduce the monthly fee due for that month by $100.00 for each one percent of time below ninety-five percent that the System is functional during that month. For example, if the System is functional for 90 percent of the time in one month instead of 95 percent, the Village is entitled to reduce the monthly fee by $500 (95-90 = 5 x $100 = $500).

12. ATS shall work with the Village of Lincolnwood, Cook County, and the Illinois Department of Transportation, and be responsible for all permit acquisitions, site design, and access to electrical power, telecommunications, constructions, and installation and maintenance of all software and hardware.

    12.1. Implementation and Installation

    12.2. Access to Utilities

    12.3. Maintenance

    12.4. Local Installation and Maintenance Subcontractor

    12.5. Proactive Maintenance

    12.6. Automated Maintenance Online Monitoring System

    12.7. Image Quality Review

    12.8. Software Maintenance

    12.9. ATS is required to obtain all permits. All IDOT, County, Township and Village laws, ordinances and standards will apply to the work done by ATS.

13. ATS shall provide text to the Village for Public Safety Announcements in various forms including cable television, written news releases and signage, as requested and approved by the Village.

14. ATS shall provide training for the use of the Red Light Camera System equipment for a minimum of four members of Village staff at no additional cost. Training will be required for the officers reviewing the violation and the Hearing Officer. The Village shall designate personnel to be trained as trainers with the software being used, including all Village hearing officers and officers reviewing the violation, at no additional cost to the Village. If circumstances arise that require additional training of personnel, the Village can schedule this training to be conducted by ATS at no cost. Train the trainer support will be provided at no additional cost. An on-line tutorial that is customized to the Village must be provided to walk users through each screen of Axsis™ VPS.

    14.1. Camera Technology Course

    14.2. Violation Processing System Course

    14.3. Court Training Course

    14.4. Axsis Release Training

        14.4.1. Classroom Release Training

        14.4.2. Virtual Classroom Training

        14.4.3. Tutorial Training

    14.5. Ongoing Training

15. Software.

    15.1. Software to be placed in an escrow account to ensure that if the company fails for any reason, Village will have access to the original source code

    15.2. ATS is responsible for providing database and operating system upgrades and/or patches. The upgrade schedule must be provided in advance and all upgrades shall be done after 7:00 p.m. local time in Lincolnwood, Illinois on Fridays.

15.3. The application software must be operable on more than one manufacturer's hardware.

15.4. The client user interface must be Windows based in order to allow users easy access to programs and tables that they need. Advanced users should be able to go directly to the programs and tables as needed based on security access.

15.5. The server operating system must be UNIX or Windows based.

15.6. The system must make use of function keys as much as possible for one-stroke execution of key commands.

15.7. The software should provide user defined function or menu options, maintainable by the system administrator.

15.8. The toolbar should be flexible enough to add buttons for quick access to other installed applications.

15.9. The system must have an audit log which can be accessed by personnel with that specific security level in order to determine who did what and when.

15.10. They system must allow the system administrator to choose what auditing features can be turned on or off.

15.11. The system must provide an error message or alert each time an error occurs.

15.12. The system must allow for archiving incidents after a specific time frame determined by each agency. The system should be fully functional during the archiving process. All archiving shall be subject to state record retention laws, be in transferable to a CD format or equivalent, and shall be accessible by the Village's authorized representatives.

15.13. The system must be fully functional during the system backup process.

15.14. The system must provide prompts and instructions to help the operator use the system.

15.15. Software application documentation should be provided online and can be accessed by any networked PC. Customized training guides shall be provided for each user group.

15.16. All system modules must have the ability to run on the same server simultaneously.

15.17. The software must allow immediate access to a secondary server in case of a primary server failure.

15.18. The system must continue operating in the case of server hardware failure, with no interruption to the user.

15.19. The user must have the capability to continue working during server hardware failure and maintain the data entered prior to the system failure.

15.20. The software must have all Red Light Camera System functions on the secondary server, so functionality is not lost in case of primary server failure.

15.21. The system should allow the agency to track certain table accesses by users such as:

- 15.21.1. Records that have been printed
- 15.21.2. Associated records that have been viewed
- 15.21.3. What modifications have been made in a table
- 15.21.4. What information has been deleted in a table
- 15.21.5. Records that have been searched for
- 15.21.6. Fields that have been viewed in a record

15.22. The software must have the ability to set up permission for all components, including add, edit, view, delete, print, etc.

15.23. The system administrator must have the ability to easily create users.

15.24. Passwords must never be displayed.

15.25. The system should require a user to change their password when prompted per system administrator guidelines.

15.26. A user's password can be changed, but must not be displayed to the system administrator

15.27. A user's password must be encrypted when stored in the database.

15.28. The software should allow the user and system login log to be purged.

15.29. The software should allow the document access log to be purged.

15.30. The software must automatically log all security violations.

15.31. The software should log access to documents by access type.

15.32. The system must retain information on each traffic citations and warnings issued.

15.33. The system should provide, in Microsoft Excel format, pre-formatted summary and statistical reports helpful in analyzing accident and citation/warning information.

15.34. The system must allow the user to look up information.

15.35. The system must provide a link to the NLETS network.

15.36. The interface must log all transactions into a history file for viewing and reporting purposes.

15.37. Application must have safeguards to prevent unauthorized WEB access.

15.38. ATS should provide a leveled certification program for applications system administrators.

15.39. A unique login and password must be available to each user and must define that user's capabilities within the system.

15.40. The application software must allow for administration by a person who is not a computer programmer.

15.41. The software application administrator must be able to maintain a security system as directed by the Lincolnwood Police Department, which can be modified in minutes with no programming required.

15.42. The software application administrator must be able to define security on both a group and individual level.

15.43. The software must provide component (i.e., modules, entry screen) and document (ticket documents) security to permit and restrict the rights of specific users and/or groups.

15.44. For tables such as incidents, names, warrants, arrests and such, the system must track the date/time and login of the person who added the record, and the date/time and login of the person who last modified the record.

15.45. Security measures must ensure the confidentiality of all files within the system.

15.46. A violator must have an option to access the streaming video of his or her violation via a secure internet connection and PIN supplied by ATS.

16. Interoperability. All operations, especially all software, will provide for interoperability to include:

16.1. Ability to interact with the Village's current environment

16.2. Ability for Village personnel and non-Village personnel to run/operate the System from within or outside the Village's current environment

16.3. Not to interfere with any of the Village's current operations

16.4. The ability for the Village Hearing Officer to enter a disposition on all citations reviewed, red light violations and other Village violations

17. Calls for Services. ATS shall consider calls from the Police Department as having first priority over requests for service from other parties. ATS 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.

18. Responsibility for Property. ATS expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof.

19. Responsibility for Personnel and Subcontractors.

19.1. General. ATS assumes full responsibility for its employees and agents for all acts performed pursuant to this Contract. ATS 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.

19.2. Annual Disclosure. ATS, annually during the term of this Contract, 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 ATS.

19.3. Approval and Use of Subcontractors. ATS 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 ATS shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve ATS 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. All Services performed by any subcontractor shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of ATS. Every reference in this Contract to "Bidder" or "ATS" shall be deemed also to refer to all subcontractors of ATS.

19.4. 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, ATS, immediately on notice from the Village, shall remove and replace such personnel or subcontractor. ATS shall have no claim for damages as a result of any such removal or replacement.

19.5. Operators. All personnel, especially those with access to motor vehicle registration and driver's license databases, will be cleared with appropriate background checks by ATS. At the discretion of the Village, the Village may elect to conduct an additional background check of all said employees of ATS or receive copies of the background checks conducted by ATS, which ATS will immediately provide upon the Village's request. The Village may, upon reviewing such background checks, require that ATS remove, replace, or otherwise prevent any employee from performing the Services or accessing any Village information.

20. Hours of Service. ATS shall maintain office hours consistent with normal business hours (9:00 a.m. to 5:00 p.m. Central Time) Monday through Friday.

21. Log Book, Records, and Reports. ATS shall maintain a log book of all maintenance that shall include service and inspection and preventative maintenance that are accessible for any required court proceedings. All records shall be open for inspection and copying by the Police Department at any time and shall be maintained until the earlier of at least three years after the termination of this Contract.

22. Subscriber Services Agreement. The Village agrees to execute the ATS DMV Subscriber Services Agreement, substantially in the form attached as Exhibit B, or such other equivalent documentation as is necessary to verify to the Illinois Secretary of State, National Law Enforcement Telecommunications System, or other appropriate authority that the Village authorizes ATS to access vehicle ownership data on its behalf for the sole purpose of operating the Red Light Camera System pursuant to this Contract and in accordance with all applicable state and federal law.

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EXECUTION COPY

American Traffic Solutions

DMV Services Subscriber Agreement

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver's Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

☐ (1). For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.

☐ (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

☐ (7) For use in providing notice to the owners of towed or impounded vehicles.

☐ (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to (i) utilize ATS provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within 30 days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION					
Subscriber Agency/Name					
NLETS Agency ORI					
Name of Authorized Representative					
Title of Authorized Representative					
Mailing Address:					
City		State:		ZIP Code:	
Telephone:	( ) -	Fax	( ) -	Email	

Signature of Authorized Representative:	
Date Signed	

Request For Board Action

REFERRED TO BOARD: December 18, 2008 **AGENDA ITEM NO: 5**

ORIGINATING DEPARTMENT: Police Department

SUBJECT: Consideration of a Resolution Awarding a Contract to American Traffic Solutions, Inc. to Provide a Red Light Camera System to the Village

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Police Department began studying the merits of a red light camera system to the Village during the first quarter of 2007. Following the study, staff presented its findings at the June 13, 2007 Committee of the Whole meeting. At that time, the Board directed staff to prepare and publish a Request for Proposals for a system, research the submitted proposals and report on its findings.

During the course of the next ten months, staff published a Request for Proposal, reviewed the submitted proposals, interviewed several vendors, identified the most qualified vendor for the Village, and presented its findings at the May 12, 2008 Committee of the Whole meeting. At that time, the Board directed staff to negotiate a contract with American Traffic Solutions, Inc. for a red light camera system.

During the course of the next six months, staff negotiated with American Traffic Solutions, Inc. As a result of the negotiations, staff recommends the Board authorize the Village Administrator to enter into an agreement with American Traffic Solutions, Inc. for a red light camera system at locations agreed upon, in advance, by Village staff and the vendor. Village staff and American Traffic Solutions, Inc. have agreed to begin the program with one approach, east bound Touhy Avenue at Lincoln Avenue.

The proposed contract has been reviewed by the Village Attorney. It contains a "Convenience Clause" that allows the Village to terminate the contract without cause with 10 days notice in the event it determines it is not in its best interest of the Village to continue the program.

FINANCIAL IMPACT:

The lease agreement is for $4,400 per month for 36 months plus $14,000 (prorated over 36 months) to upgrade the traffic control signals at Lincoln Avenue and Touhy Avenue to meet current Illinois Department of Transportation (IDOT) standards.

DOCUMENTS ATTACHED:

1. Resolution authorizing an agreement with American Traffic Solutions, Inc. to provide a Red Light Camera System to the Village.
2. Memorandum from the Chief of Police to Village Administrator Timothy C. Wiberg regarding Red Light Camera Systems dated June 13, 2007.
3. Memorandum from the Chief of Police to Village Administrator Timothy C. Wiberg regarding Red Light Camera Systems dated May 12, 2008.
4. Executable Contract for a Red Light Camera System with American Traffic Solutions, Inc.

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the Village Administrator to execute an agreement materially the same as submitted to the Village Board and approved by the Village Attorney with American Traffic Solutions, Inc. to install a Red Light Camera System at intersections agreed upon, in advance, by Village staff and ATS.

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 4**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Reject a Bid for the Purchase of 800 Tons of Bulk Rock Salt

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Village relies upon bulk rock salt ("road salt") to maintain the safety of roadways during periods of snow and ice. The Village annually purchases approximately 800 tons of bulk rock salt for snow and ice control operations during the winter months.

On July 4, 2013 a bid was advertised in the *Dodge Report* and the *Lincolnwood Pioneer Press* for the purchase of 800 tons of bulk rock salt. Bid packets were sent to four vendors. On July 25, 2013 the Village received one bid. The following table displays the bid received:

Vendor	Vendor Location	Price Per Ton	Total Contract Price
Cargill Deicing Technology	North Olmsted, OH	$56.42	$45,136

Last year staff did not go out to bid for salt due to the fact that the Village had experienced a mild winter resulting in very low salt use. As a result, only 200 tons of salt were needed. Staff solicited quotes from three vendors and purchased 200 tons from Morton Salt for $56.21/ton.

Staff contacted neighboring communities to obtain their 2013/2014 salt prices, the results of the survey may be found below:

Community	2013/2014 Price
Northbrook	$53.67
Skokie	$54.06
Libertyville	$54.39
Niles	$54.70
Average Price	**$54.21**

Staff also contacted the three vendors that did not bid on the salt contract to determine why they did not submit a bid proposal. Two out of three of them indicated that they do not submit a bid if a bid bond is not accepted. This is due to the fact that when a vendor bids on a project and must submit a bid security in the form of a cashier's check they must issue a check to the Village for 10% of the amount of the total contract. Whereas a bid bond can be obtained for a nominal fee and the initial monetary commitment falls on the bid bond company not the vendor. In addition to the bid bond requirement one of the vendors indicated that the bid specifications were not received in the correct department within their organization therefore they did not bid on the contract.

Staff is recommending rejecting the bid that was received and re-bidding the contract because when bidding a project it is the Village's practice to obtain at least two to three bids to compare pricing to ensure that the best price has been received. In addition, neighboring communities' bid prices are all below the price received by the Village.

Staff is also recommending that when the contract is re-bid bid bonds be permitted. Staff discussed with the Village Attorney to determine if the contract could be re-bid allowing bid bonds rather than cashier's checks to secure the bid. The Village Attorney has noted that the requirement for a cashier's check in place of a bid bond is a policy decision and that it is often recommended to require a cashier's check due to the fact that should a bidder not execute the contract once it is awarded the process to cash a bid bond is much more difficult than cashing a cashier's check. Since this is a contract for the purchase of materials the risk level is low that the bid bond would need to be cashed. As such, staff is recommending modifying the requirement to allow bid bonds during the re-bid process. By allowing bid bonds a re-bid of the contract will gain multiple bids for the purchase of salt.

Upon approval of the attached Resolution staff will advertise for the purchase of salt and anticipates that a new proposal will be on the September 17, 2013 Village Board meeting agenda.

FINANCIAL IMPACT:
$66,000 has been budgeted in the fiscal year 2013/2014 budget for the purchase of salt and anti-ice liquids for snow and ice removal.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Bid Proposal

RECOMMENDED MOTION:
Move to approve a Resolution rejecting the bid received for a contract to purchase bulk rock salt.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

A RESOLUTION REJECTING THE BID RECEIVED FOR A CONTRACT TO PURCHASE BULK ROCK SALT

WHEREAS, the Village sought bids for the award of a contract for the purchase by the Village of 800 tons of bulk rock salt (***"Contract"***); and

WHEREAS, the Village received one sealed bid for the Contract, at a price in excess of the rock salt purchase price obtained by numerous other nearby municipalities; and

WHEREAS, upon investigation, Village Staff has determined that the Village is likely to receive numerous additional bids for the Contract by rejecting the one submitted bid for the Contract and re-bidding the Contract under slightly modified terms; 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 bid 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 bid received for the Contract is hereby declared to be unacceptable and is rejected.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2013.

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

ATTESTED and FILED in my office this
_____ day of _____, 2013

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

#25450426_v1

PROPOSAL

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

2013/2014 Bulk Sodium Chloride

BIDDER'S PROPOSAL

Full Name of Bidder Cargill, Inc. -Deicing Technology Business Unit ("***Bidder***")

Principal Office Address 24950 Country Club Blvd. #450, North Olmsted, OH 44070

Local Office Address Same as above

Contact Person Stacey Bruzda Telephone 800-600-7258

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

Attention: Manuel Castaneda, Director of Public Works, 2013/2014 Bulk Sodium Chloride

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents ("*Bid Package*").

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

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("***Work Site***") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to furnish and deliver bulk sodium chloride (highway deicing salt) for the 2013/2014 season ; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all

applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

2. **Contract Price Proposal**

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

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

	Unit Price Item	Unit	Price Per Unit
1	Bulk Rock Salt	800 Tons	$ 56.42

TOTAL CONTRACT PRICE:

Forty-Five Thousand One-Hundred Thirty Six Dollars and Zero Cents
(in writing) (in writing)

$45,136 Dollars and 00 Cents
(in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. ***The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;***

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to ***dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to*** claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.3.

Contract Time Proposal

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

4. **Firm Proposal**

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

5. **Bidder Representations**

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

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

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

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

6. **Surety and Insurance**

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

7. **Bid Security**

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of $3,000.00 dollars ("***Bid Security***").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

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

10. **Bidder's Obligations**

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

DATED this 23rd day of July, 2013.

ATTEST:

Cargill, Inc. - Deicing Technology Business Unit
Bidder

By: Tameka Roby
Tameka Roby
Title: Customer Solutions Specialist

By: Stacey Bruzda
Stacey Bruzda
Title: Customer Solutions Specialist

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

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

2013/2014 Bulk Sodium Chloride

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Delaware, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Cargill, Inc. -Deicing Technology Business Unit.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	Please See Attached	
Vice President		
Secretary		
Treasurer		

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of __/__/__ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.



Cargill, Incorporated - Deicing Technology Business Unit
Corporate Officers:

Gregory R. Page, Chairman/Chief Executive Officer
15407 McGinty Rd., Wayzata, MN 55391

William A. Buckner, Senior Vice President
15407 McGinty Rd., Wayzata, MN 55391

Richard Maxfield, President/Business Unit Leader
24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

Kenneth G. Howe, Assistant Vice President/Sales Manager
24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

Robin Kiewatt, Assistant Vice President/Supply Chain Manager
24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

Doug Johnson, Assistant Vice President/Mine Operations Manager
24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

NAME	**ADDRESS**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows: _____**[TRADE OR ASSUMED NAME]**.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of __/__/__ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)	**ADDRESS**
_____(__)	_____
_____(__)	_____
_____(__)	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this _____ day of _____, 20___.

ATTEST:

_____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
Before me this ____ day
of _____, 20___.

My Commission Expires: _____

_____
Notary Public

[SEAL]

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

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

2013/2014 Bulk Sodium Chloride

BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)

Stacey Bruzda
("***Deponent***"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. **Nature of Business**

State the nature of Bidder's business: Supply and delivery of Bulk Rock Salt

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

____% Federal	____% As Contractor	____% Bidder's Forces
90 % Other Public	____% As Subcontractor	____% Subcontractors
10 % Private		____% Materials

WORK HISTORY STATEMENT

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 82 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
Please See Attached			

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	Please See Attached		
Owner Address			
Reference			
Telephone Number			
Type of Work			

WORK HISTORY STATEMENT

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)			
Amount of Contract			
Date Completed			

DATED this 23rd day of July, 2013

ATTEST:

Cargill, Inc. -Deicing Technology Business Unit
Bidder

By: Tameka Roby
Tameka Roby

By: Stacey Bruzda
Stacey Bruzda

Title: Customer Solutions Specialist

Title: Customer Solutions Specialist

Subscribed and Sworn to Before me this 23rd day of July, 2013.

Notary Public

My Commission Expires: 12/5/16

NOTARIAL SEAL STATE OF OHIO

JOSHUA EVCIC
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
12/5/16

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



Deicing Technology
24950 Country Club Blvd., Suite 450
North Olmsted, OH 44070
Phone: 800-600-7258
Fax: 800-467-3409

Customer References

Kansas Department of Transportation
Contact: John Lowe
900 SW Jackson Street, Rm 102N
Topeka KS 66612
Phone: 785-296-3126

Minnesota Department of Transportation
Contact: Jackie Finger
50 Sherburne Avenue
Rm 112, Administration Building
St Paul MN 55155
Phone: 651-296-3773

Oklahoma Department of Transportation
Contact: Karen Wallis
200 NE 21 Street, Rm 2-A4
Oklahoma City OK 73105
Phone: 405-522-6792

Illinois Department of Transportation
Contact: Wayne Ilsley
801 Stratton Building
Procurement Services Division
Central Management Services
Phone: 217-7823-8091

Missouri Department of Transportation
Contact: Robin Warren
830 MODOT Drive
PO BOX 270
Jefferson City MO 65102
Phone: 573-526-7929

Certificate Number 1946

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

Whereas, CARGILL, INCORPORATED

incorporated under the laws of the State of DELAWARE has filed in the Office of the Secretary of State duly authenticated evidence of its incorporation and an application for Certificate of Authority to transact business in this State, as provided by "THE BUSINESS CORPORATION ACT" of Illinois, in force July 13, A. D. 1933.

Now Therefore, I, EDWARD J. HUGHES, Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law do hereby issue this Certificate of Authority, and attach thereto a copy of the application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois,

Done at the City of Springfield this 15th

day of November A.D. 19 56 and

of the Independence of the United States

the one hundred and 81 st.

(SEAL)

Edward J. Hughes

SECRETARY OF STATE.

Return to V.B. Agenda

Date Paid 11-25-36
Initial Fee $ 9.46 2
Franchise Tax $ 6.67 1339
Filing Fee $ 20.00
Clerk

Form J

(To be filed in duplicate)

APPLICATION FOR LICENSE OF FOREIGN CORPORATION

Minneapolis, Minnesota

November 20, 1936

To EDWARD J. HUGHES, Secretary of State, Springfield, Illinois:

21 CARGILL, INCORPORATED C/R a corporation organized and existing under and by virtue of the laws of the State of Delaware desiring admission into the State of Illinois, for the purpose of transacting business or exercising its corporate powers or franchises, hereby makes application for a certificate of authority and submits the following statement pursuant to "The Business Corporation Act," of Illinois.

First—The above corporation was duly incorporated under the laws of the State of Delaware on the 18th day of July, A. D., 1930 for a term of perpetual ~~years~~ existence.

Second—The location of the principal office as designated in the charter is 900 Market Street, Wilmington, Delaware

1936 NOV 25 AM 10

The locations of its principal places of business are 761 Chamber of Commerce, Minneapolis, Minnesota.

Third—The address of the proposed registered office in the State of Illinois will be located at 208 South La Salle Street, c/o The Corporation Trust Company street in the city of Chicago Illinois, and the name of its proposed registered agent in this State at such address is: The Corporation Trust Company, 208 South La Salle Street, Chicago, Illinois.

Fourth—The corporation is transacting business and qualified under the foreign corporation laws of the following states and countries other than Illinois: none now, but will in the near future qualify in and transact business in the following states other than Illinois: California, Iowa, Massachusetts, Minnesota, Missouri, Montana, Nebraska, New York, North Dakota, Ohio, Oregon, South Dakota, Tennessee, Washington, Wisconsin.

Fifth—The names of its officers and directors and their addresses are as follows:

NAME	City and State	Street and No.
President J. H. MacMillan	Minneapolis, Minn.	761 Chamber of Commerce
Secretary Cargill MacMillan	"	"
Director J. H. MacMillan	"	"
Director John H. MacMillan, Jr.	"	"
Director Cargill MacMillan	"	"
Director A. E. Cargill	"	"
Assistant Secretary Albert G. Egermeyer	"	"
Director		

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Sixth—The purpose or purposes for which it was organized which it proposes to pursue in the transaction of business in this State is:

To merchandise, warehouse and handle grains and other commodities for its own account and for the account of others.

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Seventh—The number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Class	Series (if any)	Number of Shares	Par value per share or statement that shares are without par value.
First Preferred Stock		11,000	$100
Second Preferred Stock		58,000	50
Common Stock		370,000	10

Eighth—The number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Class	Series (if any)	Number of Shares	Par value per share or statement that shares are without par value.
First Preferred Stock		2,928	$100
Second Preferred Stock		24,442	50
Common Stock		144,420	10

*Ninth—The amount of stated capital and the amount of paid in surplus of the corporation as defined by "The Business Corporation Act" of Illinois, is:

Stated Capital	$ 2,959,100
Paid in Surplus	$ 751,960
Total	$ 3,711,060

*Tenth—Give an estimate of the total value of all the property of the corporation for the following year $ 46,533,445

Eleventh—Give an estimate of the total value of all the property of the corporation for the following year that will be located in Illinois – corporation now owns no property in Illinois – corporation intends to acquire property in Illinois of following estimated value $ 95,000

Twelfth—State the estimated total business of the corporation to be transacted by it everywhere for the following year $ 1,500,000

Thirteenth—State the estimated annual business of the corporation to be transacted by it at or from places of business in the State of Illinois – corporation now transacts no business in Illinois – corporation intends to transact the following estimated annual business in Illinois – – – – – $ 150,000

Fourteenth—

INTERROGATORIES:

(a) Is the corporation actually transacting business at the present time in the State where it was organized? No.

(b) From what office will the affairs of the corporation be managed? 761 Chamber of Commerce, Minneapolis, Minnesota.

(c) To what office or offices will all contracts with the corporation be forwarded for final acceptances? 761 Chamber of Commerce, Minneapolis, Minnesota

(d) At what office or offices will the directors and stockholders meeting be held? 761 Chamber of Commerce, Minneapolis, Minnesota.

(e) The number of shares of the capital stock of all classes owned by residents of Illinois is: 8615 shares

(f) The number of shares of capital stock of all classes owned by non-residents of Illinois is: 163,175 shares

(g) Is the corporation transacting business in this State at this time? No.

(h) If your answer is in the affirmative state the exact date on which it commenced to transact business in Illinois.

*PROPERTY as used in this application shall apply to all property of the corporation, real, personal, tangible, intangible, or mixed without qualification.

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IN WITNESS WHEREOF, the undersigned corporation has caused this report to be executed in its name by its President attested by its Assistant Secretary, this 20th day of November, A. D. 19 36

CARGILL, INCORPORATED
(Exact Corporate Title)

(Corporate Seal)

By J. H. MacMillan
President or Vice-President.

Attest: Albert J. Eggemeyer
Secretary or Assistant Secretary.

STATE OF MINNESOTA
COUNTY OF HENNEPIN } ss.

I, Waldo F. Marquart a Notary Public, do hereby certify that on the 20th day of November, A. D. 19 36, personally appeared before me J. H. MacMillan, who declares he is President of the corporation, executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal)

Waldo F. Marquart
Notary Public.

Waldo F. Marquart, Notary Public, Henn. Co., Minn.
My commission expires October 29, 1940.

Form J

File 17298

Box 529

FOREIGN CORPORATIONS
APPLICATION FOR LICENSE OF
FOREIGN CORPORATION.

Cargill, Incorporated

FILED
NOV 25 1936
Secretary of State

Filing Fee $20.00, plus license fee and franchise tax.

48534—10M—4-19-35

File Number 0529-298-1

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 5 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR CARGILL, INCORPORATED.**********

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 14TH *day of* MAY *A.D.* 2009

Jesse White

SECRETARY OF STATE

Authentication #: 0913401959
Authenticate at: http://www.cyberdriveillinois.com

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 5**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Extend the Agreement Between the Village and Integrys Energy Services Inc., to Provide Full-Requirements Electricity Supply within the Village in the Amount of 5.52 ¢/kWh for Residential Customers and 5.45 ¢/kWh for Small Retail Customers through May 2014

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On April 5, 2011 a referendum was approved by Village residents to allow the Village to move forward with an electrical aggregation program to seek competitive bids for electrical supply rates for residents and small retail customers and to conduct an opt-out program. An opt-out program meant that unless eligible residents or small retail customers did not opt-out of the program they would automatically be moved over to the new supplier.

The Village Board directed staff to move forward with a joint bid process with the Villages of Grayslake and Oakbrook. This was due to the fact that they also had approved referendums and had similar electric load capacities to the Village.

On October 6, 2011 bids were received from five electrical supply companies. On October 18, 2011 the Village Board approved a two year agreement with Integrys Energy Services, Inc. ("Integrys") for a residential rate of 5.52¢/kWh and a small retail customer rate of 5.45¢/kWh. This rate was a 30% savings over Com-Ed's rate to compare at the time. The Village's two year agreement will expire on December 31, 2013.

On July 16, 2013 at a meeting of the Committee of the Whole (COTW) staff presented options for the Village Board to consider upon expiration of the existing contract with Integrys. The following options were presented:

Option A- Renew the current contract with Integrys under the same rates and conditions until May 31, 2014. This would align the Village with ComEd's 2014 rate release and would allow the Village to compare their rates with new rates solicited by the Village. The Village would issue a request for qualifications (RFQ) in early 2014 to select vendors that we would in-turn solicit a price from once ComEd's rates are released.

Option B- Solicit bids in late fall of 2013 to begin a new contract in January 2014 with the lowest qualified vendor.

Option C- Return customers to ComEd as of January 2014.

At the COTW meeting staff recommended the Village renew the current contract with Integrys under the same rate and terms until May 31, 2014. This recommendation was made so that the Village could sync their bidding schedule with ComEd's rate release schedule which would allow the Village to compare the bid prices with ComEd's rate. It will also ensure that the savings would be locked in for the entire period. In addition, staff recommended conducting the process in-house and jointly bidding

with Grayslake. During the COTW meeting the Village Board directed staff to move forward with developing an amendment to the existing agreement. The attached amendment was reviewed by the Village Attorney.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Proposed Contract Amendment

RECOMMENDED MOTION:
Move to approve a Resolution approving a contract extension for the provision of electricity for the Village's electricity aggregation program.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

A RESOLUTION APPROVING A FIRST AMENDMENT TO AN AGREEMENT WITH INTEGRYS ENERGY SERVICES, INC., FOR THE PROVISION OF ELECTRICITY FOR THE VILLAGE'S ELECTRICITY AGGREGATION PROGRAM

WHEREAS, pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 (***"Act"***), on June 16, 2011, the Village President and Board of Trustees adopted Ordinance No. 2011-2953, authorizing the establishment of an opt-out program for the aggregation of electrical loads of residential and small commercial retail customers in the Village (***"Electricity Aggregation Program"***); and

WHEREAS, the Village has entered into an agreement with Integrys Energy Services, Inc., of De Pere, Wisconsin (***"Integrys"***), dated October 21, 2011, for the provision of electricity for the Electricity Aggregation Program (***"Agreement"***); and

WHEREAS, pursuant to Section 5.1 of the Agreement, the Agreement will expire in January 2014; and

WHEREAS, the Village and Integrys now desire to amend the Agreement, pursuant to Sections 5.1 and 10.3 of the Agreement, to extend the term of the Agreement for four additional months, through May 2014, and to make other revisions to permit the provision of electricity by Integrys to Village residents served in an Electric Space Heat Delivery Class by ComEd (***"First Amendment to Agreement"***); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the First Amendment to Agreement with Integrys;

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 FIRST AMENDMENT TO AGREEMENT. The First Amendment to Agreement by and between the Village and Integrys is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF FIRST AMENDMENT TO AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the First Amendment to Agreement upon receipt by the Village Clerk of at least one original copy of the First Amendment to Agreement executed by Integrys;

provided, however, that if the executed copy of the First Amendment to Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of August, 2013.

AYES: _____

NAYS:_____

ABSENT:___

ABSTENTION:_____

APPROVED by me this _____ day of August, 2013.

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

ATTESTED and FILED in my office this
_____ day of August, 2013

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

#25430403_v1

EXHIBIT A

First Amendment to Agreement

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE VILLAGE OF LINCOLNWOOD AND INTEGRYS ENERGY SERVICES, INC. TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM

This First Amendment ("Amendment") to the Agreement By And Between The Village Of Lincolnwood And Integrys Energy Services, Inc. To Provide Full-Requirements Electricity Supply And Related Services For The Village's Electric Aggregation Program, fully executed by the Parties as of October 21, 2011 ("Agreement"), which Amendment is dated as of August __, 2013 ("Effective Date"), is hereby made by and between Integrys Energy Services, Inc. ("Supplier") and the Village of Lincolnwood ("Village"). Supplier and the Village are sometimes hereinafter referred to individually as a "Party" and collectively as "Parties".

WHEREAS, the Parties desire to extend the Agreement through the first meter read on or after May, 2014; and

WHEREAS, the Parties further desire to expand eligibility for the Village's Aggregation Program ("Program") to include Residential Single Family With Electric Space Heat Delivery Class and Residential Multi Family With Electric Space Heat Delivery Class customers ("Space Heat Eligible Customers"), based on price revisions in the energy market which make participation in the Village's Aggregation Program advantageous for Space Heat Eligible Customers; and

WHEREAS, to facilitate inclusion of Space Heat Eligible Customers in the Program, the Parties desire to remove those customers from the category of "Special Billing Customers" that are ineligible to receive service pursuant to the Program, and to conduct an Opt-Out Process to allow for the enrollment of such Space Heat Eligible Customers in the Program;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree mutually as follows as of the Effective Date:

1. Recitals. The foregoing recitals are incorporated in this Amendment by this reference.

2. Amendments to Section 5.1 of the Agreement. In the first sentence of Section 5.1 of the Agreement, (a) the phrase "twenty-four (24) consecutive monthly billing periods" is hereby deleted and replaced with the phrase "twenty eight (28) consecutive monthly billing periods" and (b) the phrase "expires on the last day of the 24th billing cycle for the Participating Customers" is hereby deleted and replaced with the phrase "expires on the first meter read on or after May, 2014 for the Participating Customers".

3. Additional Opt-Out Process in November 2013. In order to accomplish the extension indicated in Section 2 of this Amendment, the Parties agree that Supplier shall conduct an additional Opt-Out Process in November 2013 for the Participating Customers, which will extend the Participating Customers (other than the Space Heat Eligible Customers) at the Prices detailed in Exhibit C of the Agreement

4. Amendment to Subsection 4.3.8.a of the Agreement. Subsection 4.3.8.a of the Agreement is hereby deleted in its entirety and replaced with the phrase "INTENTIONALLY OMITTED".

5. Opt-Out Process for Space Heat Eligible Customers. In order to accommodate the removal of Space Heat Eligible Customers from the "Special Billing Customer" category pursuant to Section 4 of this Amendment, Supplier shall conduct an additional Opt-Out Process in September 2013 for the Space Heat Eligible Customers, which will enroll those Space Heat Eligible Customers who do not opt-out of the Program at the Prices detailed in Exhibit C of the Agreement.

6. Amendment to Subsection 1.a of Exhibit F of the Agreement. The final sentence of section 1(a) of Exhibit F to the Agreement is modified to read as follows: "Notwithstanding the foregoing, if the Account(s) to be served are (i) on an hourly billing rate or (ii) under contract with another retail electric supplier, the Account(s) are not eligible for Opt-Out Enrollment as defined in Section 2a below but are eligible for Opt-In Enrollment as defined in Section 2b below."

7. Compliance with Plan of Governance. The Parties agree and intend that the modifications made to the Agreement herein are consistent with and not in violation of the Plan of Governance.

8. Counterpart Execution. This Amendment may be executed and delivered in counterparts (including facsimile transmission or attachment to electronic mail transmission), each of which will be deemed an original and all of which together will constitute one and the same instrument, provided that this Amendment will not be effective unless both Parties have executed a counterpart.

9. Authorization. By signing below, each individual additionally warrants that he or she is authorized to sign this Amendment on behalf of the Party for which it was executed.

10. Continuation of Agreement. Except as expressly amended in this Amendment, the terms and provisions of the Agreement remain in full force and effect. To the extent that there is a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the dates set forth below.

SUPPLIER: **Integrys Energy Services, Inc.**	**VILLAGE:** **Village of Lincolnwood, IL**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

#23766922_v2

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 6**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Purchase and Install (1) Caterpillar C9 200 kW 277/480V Standby Diesel Engine Generator for the Public Works Standpipe and (1) Caterpillar C9 200 kW 120/208V Standby Diesel Engine Generator for the Public Works Main Facility through the National Joint Powers Alliance Contract #SP13030034 from Patten Cat of Elmhurst, IL in the Amount of $343,466

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During Fiscal Year 2012/2013 the Village budgeted to contract with an electrical engineering firm to conduct an emergency generator study to evaluate the needs of the Public Works main facility and standpipe (water tower) for emergency power. The study was budgeted in response to several power outages that had occurred during 2010 and 2011 which caused interruption in service during snow and rain storms. In addition, the American Public Works Association recommends providing emergency power back-up to essential public safety buildings such as water towers (Standpipe) and Public Works Buildings as a best practice. Finally, in a survey of neighboring communities over half provide emergency power back-up to their Public Works facilities. In 2012 staff contracted with Syska Hennessy, an electrical engineering firm to conduct the emergency generator study. Upon completion of the study it was recommended that a new automatic generator be installed at Public Works along with a transfer switch to connect a portable generator. In addition, a recommendation was made to install a permanent automatic generator at the standpipe.

Upon completion of the study the staff considered engaging an engineering firm to complete design specifications and conduct a formal bid process to design and install the generators. Prior to starting this process staff located a contract through the National Joint Powers Alliance (NJPA) that provides generators with installation. Staff contacted the NJPA and met with representatives from Patten Cat ("Patten"), a caterpillar distributor. Subsequently they prepared a proposal based on the generator study.

Staff is recommending award of the proposal to Patten. The contract was competitively bid by the NJPA, who in turn awarded the contract to Patten as the lowest responsible vendor. By utilizing the joint purchasing program an 8% savings is automatically applied to the contract. In addition, engineering design fees will not have to be paid which is an estimated 12% savings over the total contract price. This amount equates to approximately $41,000 in savings. Patten has installed over 5,000 generators in the municipal market. Some of the neighboring communities include: Evanston, Niles, Morton Grove, Skokie, Park Ridge, and Highland Park.

Upon award of the proposal the equipment will be ordered. Installation will occur by April 30, 2014.

Staff has reviewed the proposed locations of the generators with the Community Development Department to ensure that they meet zoning, screening and Building Code requirements.

FINANCIAL IMPACT:
$300,000 has been budgeted within the Northeast Industrial Tax Incrementing Financing (TIF) District Fund for emergency standby power generators for the Public Works main facility and the Public Works Standpipe. In 2010 new water mains were installed in the TIF district in response to increased water flow needs to assist the businesses in the area. The generator power supply will assist with ensuring that these demands are met during an outage situation as well as other public works emergency response services within the area such as rain and snow storm response.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Caterpillar Proposal

RECOMMENDED MOTION:
Move to approve a Resolution approving a contract with Patten Cat, of Elmhurst, Illinois, for the purchase and installation of two Caterpillar standby diesel engine generators.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

A RESOLUTION APPROVING A CONTRACT WITH PATTEN CAT, OF ELMHURST, ILLINOIS, FOR THE PURCHASE AND INSTALLATION OF TWO CATERPILLAR STANDBY DIESEL ENGINE GENERATORS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the National Joint Powers Alliance (***"NJPA"***) is a cooperative organization representing local government, educational, and not-for-profit entities throughout the country; and

WHEREAS, the NJPA operates a purchasing cooperative program, which permits government entities to purchase commodities and services according to contracts negotiated by the NJPA, resulting in significant savings; and

WHEREAS, through its purchasing cooperative program, the NJPA sought bids for the award of a contract for the purchase and installation of Caterpillar C9 standby diesel engine generators (***"Purchase Contract"***); and

WHEREAS, the NJPA identified Patten Cat, of Elmhurst, Illinois (***"Patten"***), as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village desires to enter into the Purchase Contract with Patten for the purchase and installation of two Caterpillar C9 standby diesel engine generators, in the amount of $343,466.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Purchase Contract with Patten;

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 PURCHASE CONTRACT. The President and Board of Trustees hereby approve the Purchase Contract with Patten for the purchase and installation of two Caterpillar C9 standby diesel engine generators, in the amount of $343,466.00.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, the Purchase Contract approved pursuant to Section Two of this Resolution, and all necessary documentation related thereto.

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

PASSED this ___ day of _____, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2013.

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

ATTESTED and FILED in my office this
_____ day of _____, 2013

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

#25450888_v1

Patten Power Systems
Sales Proposal

Scott Patterson, Sales Engineer
(847) 337-4080
pattersons@pattencat.com

Village of Lincolnwood



One (1) Caterpillar C9
200kW, 277/480V Standby
Diesel Engine Generator Set

One (1) Caterpillar C9
200kW, 120/208V Standby
Diesel Engine Generator Set

August 8, 2013

Patten CAT

Power Systems
615 W Lake Street
Elmhurst, IL 60126
www.pattenpower.com

Budget Quotation
Caterpillar Electric Power Generator Set

July 19, 2013
Ref #: **SP13030034**
Submitted to: **Village of Lincolnwood**
Attention: Ashley Engelmann

Project Name: Lincolnwood Public Works Building Rev A

We submit to you Patten Power System's quotation for the Caterpillar model C9 engine driven generator set and accessories. This offer is to sell Two (2) New Caterpillar generator set rated for 200 kilowatts at 0.8 Power Factor suitable for standby use. This system includes the standard accessories provided by Caterpillar with optional peripheral equipment and services as identified in this proposal through our interpretation of the project requirements.

Top-level equipment and services offerings provided under this proposal:

- Caterpillar Diesel Fueled 200kW 480V Standby Generator Standpipe
- Subcontract installation at Standpipe
- Caterpillar Diesel Fueled 200kW 208V Standby Generator Public Work Building
- Subcontract installation at Public Works Building
- Start-up and On-site Load Bank Services at both Standpipe and public Works

Additionally, we have detailed the equipment configuration and services relative to our understanding of these requirements in the body of this document. Please check it for correctness and completeness to be certain that it meets your needs. Please contact us for any clarifications or refinements that may be necessary to meet the scope of the project, as you understand it.

At the conclusion of this quote you will find the quoted price and additional commercial related information regarding the terms of this sale. Thank you for considering Patten Power Systems and the opportunity to provide your equipment and service needs. We are firmly committed to providing the best possible support and service during the life cycle of this project.

Sincerely,

Scott Patterson
System Sales Engineer

Grayslake
205 South Route 83
Grayslake, Illinois 60030
847.548.1177
847.548.1166 fax

Oglesby
590 Mayer Street
Oglesby, Illinois 61348
815.883.3336
815.883.8043 fax

Elmhurst
615 W. Lake Street
Elmhurst, Illinois 60126
630.530.2200
630.530.0998 fax

Rockford
5055 South Main St.
Rockford, Illinois 61102
815.965.8631
815.965.1179 fax

Hammond
6400 Indianapolis Blvd.
Hammond, Indiana 46320
219.932.6600
219.932.1121 fax

Patten CAT

Power Systems
615 W Lake Street
Elmhurst, IL 60126
www.pattenpower.com

Caterpillar 200 kW Diesel Generator Standpipe

Engine

- One New Caterpillar Model C9 ACERT diesel engine, turbocharged ATAAC aspirated, in-line 6 cylinder
- Emission control engine, Tier 3 certified
- UL 2200
- ADEM A4 electronic governor
- Engine mounted air filter with restriction indicator
- Vibration Isolation system
- Fuel/Water separator

Generator

- Caterpillar 200kW generator, standby rated, engine mounted and tested at the Caterpillar factory, 2/3rd pitch, Class H Insulation, .8 power factor, 3 phase, 4 wire
- Oversized for UL 2200
- Generator winding heater 120V
- R448 Voltage Regulator with Load Adjustment Module
- Power center

Controls

Caterpillar generator mounted modular control panel (EMCP 4.2) includes:

Functional Requirements

The following functionality shall be integral to the control panel.

- The control shall include a minimum 33 x 132 pixel, 24mm x 95mm, positive image, transflective LCD display with text based alarm/event descriptions.
- The control shall include a minimum of 3-line data display
- Audible horn for alarm and shutdown with horn silence switch
- Standard ISO labeling
- Multiple language capability
- Remote start/stop control
- Local run/off/auto control integral to system microprocessor
- Cool down timer
- Speed adjust
- Lamp test
- Emergency stop push button
- Voltage adjust
- Voltage regulator V/Hz slope - adjustable
- Password protected system programming

Digital Monitoring Capability

Engine

- Engine oil pressure
- Engine oil temperature
- Engine coolant temperature
- Engine RPM
- Battery volts
- Engine hours
- Engine crank attempt counter
- Engine successful start counter
- Service maintenance interval

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Patten CAT
Power Systems
615 W Lake Street
Elmhurst, IL 60126
www.pattenpower.com

- Real time clock
- Engine exhaust stack temperature
- Engine main bearing temperature

Generator

- Generator AC volts (Line to Line, Line to Neutral and Average)
- Generator AC current (Avg and Per Phase)
- Generator AC Frequency
- Generator kW (Total and Per Phase)
- Generator kVA (Total and Per Phase)
- Generator kVAR (Total and Per Phase)
- Power Factor (Avg and Per Phase)
- Total kW-hr
- Total kVAR-hr
- % kW
- % kVA
- % kVAR
- Generator bearing temperature
- Generator stator winding temperature

Engine Alarm/Shutdown

- Low oil pressure alarm/shutdown
- High coolant temperature alarm/shutdown
- Loss of coolant shutdown
- Overspeed shutdown
- Overcrank shutdown
- Emergency stop shutdown
- Low coolant temperature alarm
- Low battery voltage alarm
- High battery voltage alarm
- Control switch not in auto position alarm
- Battery charger failure alarm

Generator Alarm/Shutdown

- Generator phase sequence
- Generator over voltage
- Generator under voltage
- Generator over frequency
- Generator under frequency
- Generator reverse power (real and reactive)
- Generator overcurrent

Voltage Regulator Alarm/Shutdown

- Loss of excitation alarm/shutdown
- Instantaneous over excitation alarm/shutdown
- Time over excitation alarm/shutdown
- Rotating diode failure
- Loss of sensing

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www.pattenpower.com

- Loss of PMG

Maintenance

- Engine running hours display
- Service maintenance interval (running hours or calendar days)
- Engine crank attempt counter
- Engine successful starts counter
- 40 events are stored in control panel memory
- Programmable cycle timer that starts and runs the generator for a predetermined time.

Programmable Digital Inputs

Programmable Relay Outputs 2A @ 30VDC

- Six (6) Form A (Normally Open) contacts
- Two (2) Form C (Normally Open & Normally Closed) contacts.
- Programmable Discrete Outputs Qty 2

Local Annunicator (NFPA 99/110, CSA 282)

Provide a local, control panel mounted, annunicator to meet the requirements of NFPA 110, Level 1, and Chicago Code

1. Shall be networked directly to the generator set control
2. Shall include a lamp test pushbutton, alarm horn and alarm acknowledge pushbutton
3. Provide the following individual light indications for protection and diagnostics
    - Overcrank
    - Low coolant temperature
    - High coolant temperature warning
    - High coolant temperature shutdown
    - Low oil pressure warning
    - Low oil pressure shutdown
    - Overspeed
    - Low coolant level
    - Generator supplying load
    - Control switch not in auto
    - High battery voltage
    - Low battery voltage
    - Battery charger AC failure
    - Emergency stop
    - Low Fuel
    - Leak Alarm

Remote Annunicator (NFPA 99/110, CSA 282)

Provide a remote annunicator to meet the requirements of NFPA 110, Level 1. Chicago Code

- The annunicator shall provide remote annunciation of all points stated above and shall incorporate ring-back capability so that after silencing the initial alarm, any subsequent alarms will sound the horn.
- Ability to be located up to 4000 ft from the generator set
- Requires J1039 cable

Remote Communications

The control shall include Modbus RTU communications as standard via RS-485 half duplex with configurable baud rates from 2.4k to 57.6k.

Grayslake
205 South Route 83
Grayslake, Illinois 60030
847.548.1177
847.548.1166 fax

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Patten CAT
Power Systems
615 W Lake Street
Elmhurst, IL 60126
www.pattenpower.com

Automatic Transfer Switch

- 260 amp frame @ 50kaic
- 480V, 3-Pole, Delayed Open Transition for motor loads,
- NEMA 1, Gasketed Door with heater
- NFPA Time Delay Package with programmable exerciser
- Modbus card and extra Potion Indicator Contacts

Factory Outdoor Skin Tight Sound Attenuated Weather Protective Enclosure

- 75 dba @ 25ft
- Compact, critical grade exhaust silencer. Exhaust silencing system includes exhaust pipe and rain cap.
- Durable weather-resistant finish
- 14GA steel
- Lockable, gasketed doors provide secure access to routine maintenance items — battery, fuel fill, oil, and coolant
- Black zinc die cast steel door locks and hinge pins, lift-off hinges provide ease of serviceability
- Radiator guard
- Cat Factory Yellow paint

Factory 24 hour Integral Fuel Tank

- Chicago Code
- Conduit access stub up area below breaker package
- Level Indicator
- Low Fuel Level Alarm Switch
- Fuel In Rupture Basin Switch
- Fill Spill Box
- Vents piped to the roof per NFPA 37, November 2013

Lube System

- Lubricating oil and filter
- Oil drain line with valve piped to edge of base
- Fumes disposal piped to front of radiator

Cooling System

- Radiator with guard (110°F)
- Coolant drain line with valve
- Fan and belt guards
- Caterpillar extended life coolant
- Coolant level sensors
- 2.0kw jacket water heater 120V

Mounting System

- Formed steel welded base
- Linear vibration isolators between base and engine-generator

Starting System

- Single 24-volt starting motor
- 24 V lead acid Heavy Duty battery with rack and cables
- 10 Amps battery charger with alarms
- 45 amp charging alternator

Grayslake
205 South Route 83
Grayslake, Illinois 60030
847.548.1177
847.548.1166 fax

Oglesby
590 Mayer Street
Oglesby, Illinois 61348
815.883.3336
815.883.8043 fax

Elmhurst
615 W. Lake Street
Elmhurst, Illinois 60126
630.530.2200
630.530.0998 fax

Rockford
5055 South Main St.
Rockford, Illinois 61102
815.965.8631
815.965.1179 fax

Hammond
6400 Indianapolis Blvd.
Hammond, Indiana 46320
219.932.6600
219.932.1121 fax

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Elmhurst, IL 60126
www.pattenpower.com

- Battery warmer with thermistat

General

- UL listed 400 Amp molded case circuit breaker with shunt trip, unit mounted
- First fill of fuel by others
- First fill lubricating oil
- First fill antifreeze, installed
- PGS Test Report @ 0.8 PF as per CAT Factory standards
- Certified Caterpillar tests, non-witnessed at 0.8 power factor per NFPA
- 1 day start up
- Load bank test
- Transfer test
- (2) O & M Manual
- Performance Bond
- Insurance as required

Contractor Installation for Standpipe

A. Furnish design drawings for submittal to the Vil. of Lincolnwood. All submittal drawings to carry an Illinois Professional Engineers Stamp. The Sykes-Hennessy Report will be incorporated in the design criteria.
B. Furnish and install a complete system of power and control wiring for a fully functional system. All conduits installed indoors and outdoors to be galvanized rigid steel.
C. Furnish a reinforced concrete pad sized for the generator foot print including a one foot apron around all sides.
D. Install a system of concrete filled bollards around the perimeter on three sides to afford mechanical protection.
E. Furnish the initial fill of diesel fuel. (300gals)
F. Furnish a Vil. of Lincolnwood permit and licensing bond and business license. It is assumed that permit fees will not apply.
G. All labor to be compensated according to the Illinois/Cook City. prevailing wage rates. The electrical portion of the project to be installed by IBEW Local#134 members
H. No sales tax is included on any purchased materials.
I. The generator and all required transfer switches to be furnished by Patten Power with tail gate delivery to the job site. All required rigging and craning to be provided by Benson Electric Co.
J. Furnish all scissor lifts and required rigging for this project.
K. Furnish our standard certificate of insurance. Any costs for additional insurance or waivers of subrogation above our standard coverage will be considered additional as well as associated costs if performance bonding is requested.

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Caterpillar 200 kW Diesel Generator Public Works Building

Engine

- One New Caterpillar Model C9 ACERT diesel engine, turbocharged ATAAC aspirated, in-line 6 cylinder
- Emission control engine, Tier 3 certified
- UL 2200
- ADEM A4 electronic governor
- Engine mounted air filter with restriction indicator
- Vibration Isolation system
- Fuel/Water separator

Generator

- Caterpillar 200kW 102/208V generator, standby rated, engine mounted and tested at the Caterpillar factory, 2/3rd pitch, Class H Insulation, .8 power factor, 3 phase, 4 wire
- Oversized for UL 2200
- R448 Voltage Regulator with Load Adjustment Module
- Generator winding heater 120V
- Power center

Controls

Caterpillar generator mounted modular control panel (EMCP 4.2) includes:

Functional Requirements

The following functionality shall be integral to the control panel.

- The control shall include a minimum 33 x 132 pixel, 24mm x 95mm, positive image, transflective LCD display with text based alarm/event descriptions.
- The control shall include a minimum of 3-line data display
- Audible horn for alarm and shutdown with horn silence switch
- Standard ISO labeling
- Multiple language capability
- Remote start/stop control
- Local run/off/auto control integral to system microprocessor
- Cool down timer
- Speed adjust
- Lamp test
- Emergency stop push button
- Voltage adjust
- Voltage regulator V/Hz slope - adjustable
- Password protected system programming

Digital Monitoring Capability

Engine

- Engine oil pressure
- Engine oil temperature
- Engine coolant temperature
- Engine RPM
- Battery volts
- Engine hours
- Engine crank attempt counter

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- Engine successful start counter
- Service maintenance interval
- Real time clock
- Engine exhaust stack temperature
- Engine main bearing temperature

Generator

- Generator AC volts (Line to Line, Line to Neutral and Average)
- Generator AC current (Avg and Per Phase)
- Generator AC Frequency
- Generator kW (Total and Per Phase)
- Generator kVA (Total and Per Phase)
- Generator kVAR (Total and Per Phase)
- Power Factor (Avg and Per Phase)
- Total kW-hr
- Total kVAR-hr
- % kW
- % kVA
- % kVAR
- Generator bearing temperature
- Generator stator winding temperature

Engine Alarm/Shutdown

- Low oil pressure alarm/shutdown
- High coolant temperature alarm/shutdown
- Loss of coolant shutdown
- Overspeed shutdown
- Overcrank shutdown
- Emergency stop shutdown
- Low coolant temperature alarm
- Low battery voltage alarm
- High battery voltage alarm
- Control switch not in auto position alarm
- Battery charger failure alarm

Generator Alarm/Shutdown

- Generator phase sequence
- Generator over voltage
- Generator under voltage
- Generator over frequency
- Generator under frequency
- Generator reverse power (real and reactive)
- Generator overcurrent

Voltage Regulator Alarm/Shutdown

- Loss of excitation alarm/shutdown
- Instantaneous over excitation alarm/shutdown
- Time over excitation alarm/shutdown

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- Rotating diode failure
- Loss of sensing
- Loss of PMG

Maintenance

- Engine running hours display
- Service maintenance interval (running hours or calendar days)
- Engine crank attempt counter
- Engine successful starts counter
- 40 events are stored in control panel memory
- Programmable cycle timer that starts and runs the generator for a predetermined time.

Programmable Digital Inputs

Programmable Relay Outputs 2A @ 30VDC

- Six (6) Form A (Normally Open) contacts
- Two (2) Form C (Normally Open & Normally Closed) contacts.
- Programmable Discrete Outputs Qty 2

Local Annunicator (NFPA 99/110, CSA 282)

Provide a local, control panel mounted, annunicator to meet the requirements of NFPA 110, Level 1, and Chicago Code

1. Shall be networked directly to the generator set control
2. Shall include a lamp test pushbutton, alarm horn and alarm acknowledge pushbutton
3. Provide the following individual light indications for protection and diagnostics
    - Overcrank
    - Low coolant temperature
    - High coolant temperature warning
    - High coolant temperature shutdown
    - Low oil pressure warning
    - Low oil pressure shutdown
    - Overspeed
    - Low coolant level
    - Generator supplying load
    - Control switch not in auto
    - High battery voltage
    - Low battery voltage
    - Battery charger AC failure
    - Emergency stop
    - Low Fuel
    - Leak Alarm

Remote Annunicator (NFPA 99/110, CSA 282)

Provide a remote annunicator to meet the requirements of NFPA 110, Level 1. Chicago Code

- The annunicator shall provide remote annunciation of all points stated above and shall incorporate ring-back capability so that after silencing the initial alarm, any subsequent alarms will sound the horn.
- Ability to be located up to 4000 ft from the generator set
- Requires J1039 cable

Remote Communications

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The control shall include Modbus RTU communications as standard via RS-485 half duplex with configurable baud rates from 2.4k to 57.6k.

Main Automatic Transfer Switch

- Service Entrance Rated with Breaker @ 65kaic
- 800 amp frame
- 120/208V, 3-Pole , Open Transition,
- NEMA 1, Gasketed Door with heater
- NFPA Time Delay Package with programmable exerciser
- Modbus card and extra Potion Indicator Contacts

Emergency Panel Automatic Transfer Switch

- 80 amp frame @ 22kaic
- 120/208V, 3-Pole, Delayed Open Transition for motor loads,
- NEMA 1, Gasketed Door with heater
- NFPA Time Delay Package with programmable exerciser
- Modbus card and extra Potion Indicator Contacts

Factory Outdoor Skin Tight Sound Attenuated Weather Protective Enclosure

- 75 dba @ 25ft
- Compact, critical grade exhaust silencer. Exhaust silencing system includes exhaust pipe and rain cap.
- Durable weather-resistant finish
- 14GA steel
- Lockable, casketed doors provide secure access to routine maintenance items — battery, fuel fill, oil, and coolant
- Black zinc die cast steel door locks and hinge pins, lift-off hinges provide ease of serviceability
- Radiator guard
- Caterpillar factory Painted White

Factory 24 hour Integral Fuel Tank

- Chicago Code
- Conduit access stub up area below breaker package
- Level Indicator
- Low Fuel Level Alarm Switch
- Fuel In Rupture Basin Switch
- Fill Spill Box
- Vents piped to the roof per NFPA 37, November 2013

Lube System

- Lubricating oil and filter
- Oil drain line with valve piped to edge of base
- Fumes disposal piped to front of radiator

Cooling System

- Radiator with guard (110°F)
- Coolant drain line with valve
- Fan and belt guards
- Caterpillar extended life coolant
- Coolant level sensors

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- 2.0kw jacket water heater 120V

Mounting System

- Formed steel welded base
- Linear vibration isolators between base and engine-generator

Starting System

- Single 24-volt starting motor
- 24 V lead acid Heavy Duty battery with rack and cables
- 10 Amps battery charger with alarms
- 45 amp charging alternator
- Battery warmer with thermistat

General

- Dual UL listed 800 Amp and 100 amp molded case circuit breaker, unit mounted
- First fill of fuel by others
- First fill lubricating oil
- First fill antifreeze, installed
- PGS Test Report @ 0.8 PF as per CAT Factory standards
- Certified Caterpillar tests, non-witnessed at 0.8 power factor per NFPA
- 1 day start up
- Load bank test
- Transfer test
- (2) O & M Manual
- Performance Bond for install
- Insurance as required

Contractor Installation for Public Works Building

A. Furnish design drawings for submittal to the Vil. of Lincolnwood. All submittal drawings to carry an Illinois Professional Engineer Stamp. The Sykes-Hennessy Report will be incorporated in the design criteria.

B. Furnish and install a complete system of power and control wiring for a fully functional system. All conduit installed outdoors to be galvanized steel/aluminum rigid. All conduits installed indoors to be electrical metallic tubing.

C. Furnish a reinforced concrete pad for the generator. An appropriate concrete apron will be installed around all sides of the unit.

D. Furnish a security fence around three sides of the unit allowing for proper clearances. A double section gate to be installed on the parking lot side to allow for service and fueling. An allowance of $4,000.00 is included until the required fencing material is determined.

E. Furnish the initial diesel fill of 300 gallons.

F. Install a remote annunicator in the public works director's office

G. Furnish a Vil. of Lincolnwood permit and licensing bond and business license. It is assumed that permit fees will not apply.

H. All labor to be compensated according to the Illinois/Cook City. prevailing wage rates. The electrical portion of the project to be performed by IBEW Local#134 members.

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I. No sales tax is included on any purchased materials.
J. Furnish a system of concrete filled bollards to protect electrical equipment installed in the garage area.
K. If the Vil. of Lincolnwood Building Dept requires the electrical equipment located in the garage area be installed in a rated closet it will be constructed at an additional cost by our subcontractor.(approx $5000.00)
L. The generator and all required transfer switches to be furnished by Patten Power with tail gate delivery to the job site. All required rigging and craning to be provided by Benson Electric Co.
M. If temporary power is required for a possible utility shut down it is assumed that the Vil. of Lincolnwood's portable generator will be available for use.
N. Furnish all scissor lifts and rigging required for this project
O. Furnish our standard certificate of insurance. Any costs for additional insurance or waivers of subrogation above our standard coverage will be considered as additional as well associated costs if performance bonding is requested.
P. Optional 2.A at the Public Works Building to add a transformer and an identical electric plug, transformer and disconnect for the Villages own portable generator is included as directed.

Technical Field Services to Include:
Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

Installation Audit:
A pre-start audit is included and to be performed by a Patten Power Systems Project Engineer prior to dispatching our field service technician to perform the equipment start-up. This will insure the equipment is installed per manufactures recommended practices and site work is complete. One (1) day is allocated to this project. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. additionally; our local project managers are available for consult during the entire life of the project.

Equipment Start-up:
One (1) day of on-site start-up testing and a 4-hour load bank test is included for only the equipment purchased through Patten Power Systems. Time allowed for one factory certified technician will be based on accessibility, site preparation and safety concerns for both equipment and personal. This includes systems preparation, equipment start-up and functional operational test utilizing building load only. These services will be performed during normal business hours, Monday through Friday 7:30am to 3:30pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

Training:
The appropriate Patten personal will provide training on site after the unit has been commissioned and turned over to the owner. Time allotted for this training has been set at 1 hour. If more time is required, or additional sessions are required, arrangements can be negotiated.

Warranty:
Caterpillar **Five (5) year** warranty applies to all Caterpillar Name Brand Equipment only. Standard manufacturers warranty applies to all non-Caterpillar equipment. Patten will administer all warranty claims during the appropriate

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warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

Availability:
Determined after approved release to manufacturer. Currently 15 weeks. Equipment submittal time is to be negotiated.

Financial Terms:
Net 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is **NOT** included in the purchase price and will be charged at the current tax rate, if applicable.

Additional Terms and Conditions:
The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Patten Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Patten Power Systems. Patten Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Patten's control. Patten Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Patten Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% released for manufacture status.

Exceptions and Clarifications:

- Quotation is based on the information provided.. were made available. If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.
- Standard non-witnessed 0.8pf CAT factory testing is included
- **We have NOT included at this time any costs for Bid Deposit, Permit Fees etc. as directed. These can be provided upon request**

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Total net purchase price for these product and services **Standpipe** FOB: Jobsite Tailgate Installed
Selling Price.....$124,355.00 *plus any applicable taxes*

Total net purchase price for these product and services **Public Works Building** FOB: Jobsite Tailgate Installed
Selling Price.....$219,111.00 *plus any applicable taxes*

Total for Both sites ordered and installed at the same $343,466.00

Should you have any questions or comments on this matter, please do not hesitate to contact us.

ACCEPTANCE:

_____
Customer Signature

DATE: _____

PATTEN POWER SYSTEMS

_____
Scott Patterson
System Sales Engineer
Phone: 630-516-4414
Fax: 630-563-0851
Mobile: 847-337-4080
Email: pattersons@pattenpower.com

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Village of Lincolnwood
Attn: Miss Ashley Englemen
Patten / Caterpillar local Municipal installations:

Miss Ashley

The listed below is a small portion of the over 5000 customer installation Patten services in the municipal market in and around Chicago land. Just to Name a few:

Addison Elmhurst Burbank Chicago Metro Chicago Streets and Sanitary Calumet
Merryville Oak Lawn Belvidere Hoffman Estates Marengo Carol Stream West Chicago
Evanston Niles Morton Grove Skokie Northlake Northbrook Park Ridge Arlington Heights
Glendale Heights Wauconda Algonquin Naperville Highland Park Wheeling Lake Forest
Lake Bluff Waukegan Grayslake Crystal Lake McHenry Geneva Batavia Joliet
Morris Coal City Barrington Lake in the Hills West Chicago New Lenox Linwood
Woodstock Paw Paw Plano Sandwich Shorewood Kankakee Wheaton Rockford
Bridgeview Lynwood Harvey Homewood Orland Park Mokena Frankfurt
Wheaton Naperville Bolingbrook Downers Grove

NJPA References:

Village of Lincolnshire Mr. Terry Hawkins, Public Works Supervisor. 847-913-2383
Several recent and current smaller pump station type turn installs
Niles North High School Miss Vickie Beck, Facility Director. 847-626-2047
Very large 6000 cubic inch engine generator replacement currently being installed.

Price Break Downs

Standpipe:
Of the Total $124,355 The Cat Factory equipment Transfer switch and genset portion is $58,187.
The Balance is Installation labor and materials, Paten's start-up: Testing and non-Cat equipment such as Fuel Tan, 5 year warranty and Performance Bond.

Public Works Building
Of the Total $219,111 The Cat Factory equipment Multiple Transfer switches and genset portion is $68,055.
The Balance is Installation labor and materials, Paten's start-up: Testing and non-Cat equipment such as Fuel Tank. 5 year warranty and Performance Bond.

Scott Patterson
Patten Power Systems
7/19/13

DIESEL GENERATOR SET



Image shown may not reflect actual package.

STANDBY
200 ekW 250 kVA
60 Hz 1800 rpm 480 Volts

Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

FEATURES

FUEL/EMISSIONS STRATEGY
- EPA Certified for Stationary Emergency Application (EPA Tier 3 emissions levels)

DESIGN CRITERIA
- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response.

UL 2200
- UL 2200 listed packages available. Certain restrictions may apply. Consult with your Cat® Dealer.

FULL RANGE OF ATTACHMENTS
- Wide range of bolt-on system expansion attachments, factory designed and tested
- Flexible packaging options for easy and cost effective installation

SINGLE-SOURCE SUPPLIER
- Fully prototype tested with certified torsional vibration analysis available

WORLDWIDE PRODUCT SUPPORT
- Cat dealers provide extensive post sale support including maintenance and repair agreements
- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- The Cat® S•O•S℠ program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products

CAT® C9 ATAAC DIESEL ENGINE
- Utilizes ACERT™ Technology
- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke diesel engine combines consistent performance and excellent fuel economy with minimum weight
- ADEM™A4 electronic engine control

CAT GENERATOR
- Matched to the performance and output characteristics of Cat engines
- Load adjustment module provides engine relief upon load impact and improves load acceptance and recovery time
- UL 1446 Recognized Class H insulation

CAT EMCP 4 CONTROL PANELS
- Simple user friendly interface and navigation
- Scalable system to meet a wide range of customer needs
- Integrated Control System and Communications Gateway

STANDBY 200 ekW 250 kVA

60 Hz 1800 rpm 480 Volts

FACTORY INSTALLED STANDARD & OPTIONAL EQUIPMENT

System	Standard	Optional
Air Inlet	• Light Duty Air filter • Service indicator	[ ] Single element air filter [ ] Dual element air filter [ ] Heavy-duty dual element air filter with precleaner [ ] Air inlet shut-off
Cooling	• Radiator package mounted • Coolant level sight gauge • Coolant drain line with valve • Fan and belt guards • Cat® Extended Life Coolant	[ ] Radiator duct flange [ ] Low coolant level sensor
Exhaust	• Dry exhaust manifold • Exhaust flange outlet	[ ] Industrial [ ] Residential [ ] Critical Mufflers [ ] Stainless steel exhaust flex fittings with split-cuff [ ] Manifold and turbocharger guards [ ] Elbows and through-wall kits
Fuel	• Primary fuel filter with integral water separator • Secondary fuel filters • Fuel priming pump • Engine fuel transfer pump • Fuel cooler	[ ] Integral dual wall UL listed fuel tank bases [ ] Sub-base dual wall UL listed fuel tank base [ ] Manual transfer pump [ ] Fuel level switch [ ] Flexible fuel lines
Generator	• Class H insulation • Class H temperature Rise • VR6 voltage regulator with 3-phase sensing with load adjustment module • IP23 Protection • Power cable termination box (NEMA mech lug holes)	[ ] Oversize generators [ ] Digital voltage regulator with kVAR/PF control [ ] Anti-condensation heaters [ ] Coastal Insulation Protection (CIP) [ ] Permanent magnet excitation (PMG) [ ] Internal excited (IE) [ ] Reactive droop
Power Termination	• Power center houses EMCP controller and control terminations (rear mounted) • Segregated low voltage wiring termination panel • Bottom cable entry • IP22 Protection	[ ] Power center mounting option (right side) [ ] Circuit breakers, UL listed, 3 pole (80% & 100% rated) [ ] Circuit breakers, IEC compliant, 3-4 pole (100%) [ ] Power terminal strips (NEMA or IEC mechanical lug holes) [ ] Multiple circuit breakers [ ] Shunt trip [ ] Auxiliary contacts
Governor	• ADEM™A4	[ ] Load share module
Control Panel	• EMCP 4.1 (mounted in power center) • Speed adjust • Voltage adjustment • Emergency stop pushbutton	[ ] EMCP 4.2 [ ] Local annuniciator module (NFPA 99/110) [ ] Remote annunicator module (NFPA 99/110) [ ] Digital I/O module
Lube	• Lubricating oil and filter • Oil drain line with valves • Fumes disposal • Lube oil level indicator • Oil cooler	[ ] Oil temperature sensor [ ] Manual sump pump
Mounting	• Formed steel wide base frame • Linear vibration isolation-seismic zone 4	[ ] Oil skid base [ ] Formed steel wide base frame
Starting/Charging	• 24 volt starting motor • 24 volt, 45 amp charging alternator	[ ] Jacket water heater with shut off valves [ ] Block heater [ ] Ether starting aid [ ] Battery disconnect switch [ ] Battery chargers (5 or 10 amp) [ ] Oversize batteries [ ] Batteries with rack and cables
General	• Paint - Caterpillar Yellow except rails and radiators gloss black • Flywheel housing - SAE No.1	[ ] UL 2200 package [ ] CSA Certification [ ] Weather protective enclosure [ ] Sound attenuated protective enclosure

STANDBY 200 ekW 250 kVA

60 Hz 1800 rpm 480 Volts

SPECIFICATIONS

CAT GENERATOR

Frame size.....LC5024J
Excitation.....Internal Excitation
Pitch.....0.6667
Number of poles.....4
Number of bearings..... Single bearing
Number of Leads.....012
Insulation..... UL 1446 Recognized Class H with tropicalization and antiabrasion
- Consult your Caterpillar dealer for available voltages
IP Rating.....Drip Proof IP23
Alignment..... Pilot Shaft
Overspeed capability.....125
Wave form Deviation (Line to Line)..... 2%
Voltage regulator.....Three phase sensing
Voltage regulation.....Less than +/- 1/2% (steady state)
Telephone influence factor.....Less than 50
Harmonic Distortion.....Less than 5%

CAT DIESEL ENGINE

C9 ATAAC, I-6, 4-Stroke Water-cooled Diesel
Bore..... 112.00 mm (4.41 in)
Stroke..... 149.00 mm (5.87 in)
Displacement.....8.80 L (537.01 in^3)
Compression Ratio..... 16.1:1
Aspiration..... Air-to-Air Aftercooled
Fuel System..... Hydraulic electronic unit injection
Governor Type..... Caterpillar ADEM control system

CAT EMCP 4 SERIES CONTROLS

EMCP 4 controls including:
- Run / Auto / Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 24-volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:
- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- ekW, kVA, kVAR, kW-hr, %kW, PF (4.2 only)

Warning/shutdown with common LED indication of:
- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level

Programmable protective relaying functions:
- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under Frequency (81 o/u)
- Reverse Power (kW) (32) (4.2 only)
- Reverse reactive power (kVAr) (32RV)
- Overcurrent (50/51)

Communications:
- Four digital inputs (4.1)
- Six digital inputs (4.2 only)
- Four relay outputs (Form A)
- Two relay outputs (Form C)
- Two digital outputs
- Customer data link (Modbus RTU) (4.2 only)
- Accessory module data link (4.2 only)
- Serial annunciator module data link (4.2 only)
- Emergency stop pushbutton

Compatible with the following:
- Digital I/O module
- Local Annunciator
- Remote CAN annunciator
- Remote serial annunciator

STANDBY 200 ekW 250 kVA

60 Hz 1800 rpm 480 Volts

TECHNICAL DATA

Open Generator Set - - 1800 rpm/60 Hz/480 Volts	EM0095	
Tier 3		
Generator Set Package Performance		
Genset Power rating @ 0.8 pf	250 kVA	
Genset Power rating with fan	200 ekW	
Coolant to aftercooler		
Coolant to aftercooler temp max	49 ° C	120 ° F
Fuel Consumption		
100% load with fan	58.2 L/hr	15.4 Gal/hr
75% load with fan	46.6 L/hr	12.3 Gal/hr
50% load with fan	34.9 L/hr	9.2 Gal/hr
Cooling System[1]		
Air flow restriction (system)	0.12 kPa	0.48 in. water
Air flow (max @ rated speed for radiator arrangement)	497 m³/min	17551 cfm
Engine Coolant capacity with radiator/exp. tank	36.0 L	9.5 gal
Engine coolant capacity	22.0 L	5.8 gal
Radiator coolant capacity	14.0 L	3.7 gal
Inlet Air		
Combustion air inlet flow rate	22.0 m³/min	776.9 cfm
Exhaust System		
Exhaust stack gas temperature	435.7 ° C	816.3 ° F
Exhaust gas flow rate	53.8 m³/min	1899.9 cfm
Exhaust flange size (internal diameter)	170 mm	7 in
Exhaust system backpressure (maximum allowable)	5.9 kPa	23.7 in. water
Heat Rejection		
Heat rejection to coolant (total)	87 kW	4948 Btu/min
Heat rejection to exhaust (total)	227 kW	12909 Btu/min
Heat rejection to aftercooler	58 kW	3298 Btu/min
Heat rejection to atmosphere from engine	14 kW	796 Btu/min
Heat rejection to atmosphere from generator	13.7 kW	779.1 Btu/min
Alternator[2]		
Motor starting capability @ 30% voltage dip	816 skVA	
Frame	LC5024J	
Temperature Rise	105 ° C	189 ° F
Lube System		
Sump refill with filter	39.0 L	10.3 gal
Emissions (Nominal)[3]		
NOx g/hp-hr	2.52 g/hp-hr	
CO g/hp-hr	.33 g/hp-hr	
HC g/hp-hr	.11 g/hp-hr	
PM g/hp-hr	.046 g/hp-hr	

[1] For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

[2] Generator temperature rise is based on a 40° C (104° F) ambient per NEMA MG1-32.

[3] Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77°F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 btu/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

STANDBY 200 ekW 250 kVA

60 Hz 1800 rpm 480 Volts

RATING DEFINITIONS AND CONDITIONS

Meets or Exceeds International Specifications: AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-22, NEMA MG 1-33, UL508A, 72/23/EEC, 98/37/EC, 2004/108/EC

Standby - Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year. Standby power in accordance with ISO8528. Fuel stop power in accordance with ISO3046. Standby ambients shown indicate ambient temperature at 100% load which results in a coolant top tank temperature just below the shutdown temperature.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions. **Fuel rates** are based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Cat representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

STANDBY 200 ekW 250 kVA

60 Hz 1800 rpm 480 Volts

DIMENSIONS

Package Dimensions		
Length	3292.0 mm	129.61 in
Width	1110.0 mm	43.7 in
Height	1844.5 mm	72.62 in
Weight	2227 kg	4,910 lb

NOTE: For reference only - do not use for installation design. Please contact your local dealer for exact weight and dimensions. (General Dimension Drawing #2778059).

Performance No.: EM0095

Feature Code: C09DE33

Gen. Arr. Number: 3405265

Source: U.S. Sourced

June 13 2011

17807742

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ENCLOSURES

C9 SOUND ATTENUATED ENCLOSURES



Picture shown may not reflect actual package.

These sound attenuated, factory installed enclosures incorporate internally mounted super critical level silencers, designed for safety and aesthetic value on fabricated steel skid bases. Optional UL listed tanks are available. These enclosures are of extremely rugged construction to withstand exposure to the elements of weather, and provides weather protection.

FEATURES

ROBUST/HIGHLY CORROSION RESISTANT CONSTRUCTION

- Approved for use with UL 2200 listed generator set packages
- Environmentally friendly, polyester powder baked paint
- 14 gauge steel
- Zinc plated or stainless steel fasteners
- Internally mounted super critical exhaust silencing system
- Factory installed

EXCELLENT ACCESS

- Large cable entry area for installation ease
- Accommodates optional rear-mounted breaker
- Double doors on both sides
- Vertically hinged doors allow 180° opening rotation
- Lube oil and coolant drains pipes to exterior of enclosure and terminated with drain valves
- Radiator fill cover

SECURITY AND SAFETY

- Lockable access doors with standard key utilization
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill, coolant and battery can only be reached via lockable access
- Stub-up cover sheets for "rodent proofing"
- Externally mounted emergency stop button
- Insulation has UL 94-HFI flame rating
- Designed for spreader-bar lifting to ensure safety
- Control panel viewing window

OPTIONS

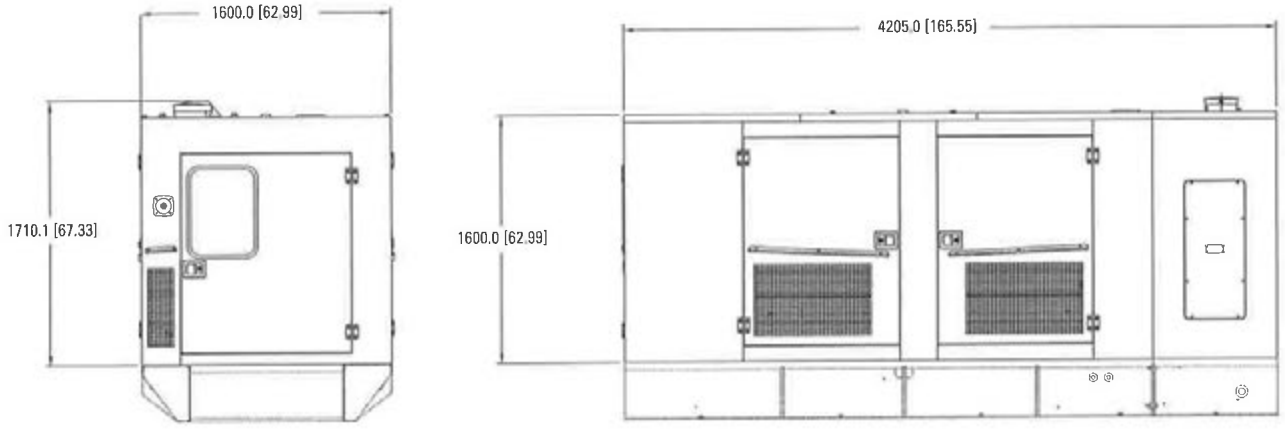
- Yellow or white paint
- Interior lighting system
- Skid base with dragging points
- UL listed integral fuel tank
- UL listed sub-base fuel tank
- Dual breakers (second breaker mounted right hand side)
- Seismic Certification per Applicable Building Codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, CBC 2007
- Tested and Analyzed in Accordance with: ASCE 7-98, ASCE 7-02, ASCE 7-05, ICC-ES AC-156
- Special Seismic Certification OSHPD Pre-Approval OSP-0084-10
- IBC certifiable for 90 mph wind loading
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight, and concrete strength. IBC Certification requires that the anchoring system used is reviewed and approved by a Professional Engineer.

ENCLOSURES

ENCLOSURE OPERATING CHARACTERISTICS

60 Hz Certified SA Enclosure			Ambient Capability*		Airflow Rate		Sound Pressure Levels dBA @ Full Load			Exhaust Back Pressure	
ekW	kVA	PP/SB	°C	°F	m^3/s	CFM	3.3 ft	23.0 ft	49.2 ft	in/H_2O	kPa
300	375	SB	45	113.0	6.0	12,636	83.3	72.0	66.0	9.9	2.46
275	344	PP	43	109.4	6.0	12,636	83.0	71.4	65.4	9.7	2.42
250	313	SB	51	124.0	6.0	12,636	82.7	71.0	65.0	9.4	2.33
225	282	PP	49	120.0	6.0	12,636	82.4	70.5	64.5	8.8	2.20
200	250	SB	51	124.0	6.0	12,636	82.2	70.2	64.2	9.4	2.33
180	225	PP	49	120.0	6.0	12,636	82.2	70.2	64.2	8.8	2.20

*Ambient measured with Cat® Extended Life Coolant



Approximate weight of enclosure package: 3380 kg (7,452 lb)*
Enclosure weight includes: Sound Attenuated enclosure, exhaust system and extended base.

*Dependant on options.

Generator set enclosure also available in white. (Caterpillar yellow is standard color.)

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CAT
Electric Power

Generator Set Enclosures





Powder coated enclosures are available in your choice of four colors:

Yellow (std)
Gray (opt)
White (opt)
Beige (opt)



Griffin Built

C9, C15, C18, C27, and 3412 Packages

Weather protective and sound attenuated generator set enclosures





AUTOMATIC TRANSFER SWITCH



CTGSE & CTGDSE SERIES SERVICE ENTRANCE RATED AUTOMATIC TRANSFER SWITCH

Cat® CTGSE series automatic transfer switches (ATS) integrates the utility circuit breaker, optional transient voltage surge suppression and power monitoring into one package. The CTGDSE series provides delayed transition operation of the ATS. The MX150 controller displays the status of the transfer switch's position, timers and available sources. A communications network interface is available as an option.

FEATURES

PERFORMANCE FEATURES

- Timer and voltage/frequency settings adjustable without disconnection from the power source
- Processor and digital circuitry isolated from line voltage
- Inputs are opto-isolated for high electrical immunity to transients and noise
- Built-in diagnostics with LCD display and LED/LCD indicators for ease of viewing and long life

DESIGN AND CONSTRUCTION FEATURES

- NEMA 1 standard with NEMA 3R as an option
- Test switch (fast test, load, no load) to simulate normal source failure automatically bypassed should Source 2 fail
- Disconnect link on Neutral and Ground
- MX150 controller with non-volatile memory-clock battery backup not required for standard switch operation
- Ground fault protection (GFP) is standard on 1000-3000A and optional on 40-800A
- Mechanical lugs for cable connections
- Integrated and pre-wired (Normal) Source 1 MCCB (2 or 3 pole) for 40-800 amps, insulated case CB (3 pole)
  For 1000-3000 amps
- Double throw, mechanically interlocked ATS contactor mechanism
- Designed for emergency and standby applications
- Electrically operated, mechanically held ATS

AUTOMATIC TRANSFER SWITCH

ELECTRICAL RATINGS

- Ratings 40 to 3000 amperes
- UL 891, UL 1008, CSA 22.2, IEC 947-6-1
- Ringing wave immunity per IEEE 472 (ANSI C37.90A)
- ESD immunity test per EN61000-4-2 (Level 4)
- Electrical fast transient/burst immunity test per EN61000-4-4
- Voltage Dips and interruption immunity EN61000-4-11
- NFPA 70, 99, 101 & 110

OPTIONAL ATTACHMENTS

- Optional integrated load center for multiple loadside connections available up to 240 volts
- Additional options include integrated battery charger, shunt trip selector, power monitor and and integrated TVSS

CTGSE & CTGDSE UL1008 WITHSTAND & CLOSING RATINGS

Withstand Current Ratings per UL 1008			
CTGSE Switch Ratings (Amps)	Maximum Circuit Amps When Used With		
	Specific Coordinated Breaker Rating	Any Breaker Rating	Current Limiting Fuse
40, 80, 100, 150, 200, 225	30,000	10,000	200,000
260	35,000	10,000	200,000
400	50,000	35,000	200,000
600	50,000	35,000	200,000
800	65,000	50,000	200,000
1000, 1200	85,000	50,000	200,000
1600, 2000	100,000	65,000	200,000
2600, 3000	100,000	100,000	200,000

Withstand Current Ratings per UL 1008			
CTGDSE Switch Ratings (Amps)	Maximum Circuit Amps When Used With		
	Specific Coordinated Breaker Rating	Any Breaker Rating	Current Limiting Fuse
40, 80, 100, 150, 200, 225, 260, 300, 400, 600	50,000	50,000	200,000
800	65,000	50,000	200,000
1000, 1200	85,000	50,000	200,000
1600, 2000	100,000	65,000	200,000
2600, 3000	100,000	100,000	200,000

AUTOMATIC TRANSFER SWITCH

AL/CU UL Listed Solderless Screw Type Terminals for External Power Connections						
Switch Size	Source 1 Terminals (MCCB)			Source 2 & Load Terminals (ATS)		
(Amps)	Cables per Pole	Range of Wire Sizes		Cables per Pole	Range of Wire Sizes	
40,80	1	#12- 3/0	3-85 mm^2	1	#8- 3/0	8-85 mm^2
100-150		#8-350 MCM	8-177 mm^2		#6 - 250 MCM	13 - 127 mm^2
200						
225						
260		2/0 - 600 MCM or 8-500 mm^2	(1) 67 - 304 mm^2 or 8-253 mm^2	1 or 2	#6 - 350 MCM	13 - 177 mm^2
400					(1) #4 - 600 MCM or (2) 1/0 -250 MCM	(1) 21 - 304 mm^2 or (2) 53 - 127 mm^2
600	3	3/0 - 500 MCM		2		
800	4	250 - 500 MCM		4	#2 - 600 MCM	34 - 304 mm^2
1,000						
1,200						
1,600	8	#2 - 600 MCM	34 - 304 mm^2	8		
2,000						
3,000						

CTGSE & CTGDSE Dimensions						
AMP RATING	POLES	NEMA 1 ENCLOSURE HEIGHT	WIDTH	DEPTH	FIGURE	APPLICATION NOTES
40, 260	2,3,4	48.2 (122)	36 (91)	15.9 (40)	A	1-4
400	2,3,4	48.2 (122)	36 (91)	15.9 (40)	A	1-4
600	2,3,4	75 (191)	39 (99)	20 (51)	A	1-4
800	2,3,4	90 (229)	51 (129)	20 (51)	A	1-4
1000, 1200	3,4	90 (229)	39 (99)	51 (130)	B	1-6
1600, 2000	3,4	90 (229)	39 (99)	51 (130)	B	1-6
2600, 3000	3,4	90 (229)	39 (99)	63 (160)	B	1-6
AMP RATING	POLES	NEMA 3R ENCLOSURE HEIGHT	WIDTH	DEPTH	FIGURE	APPLICATION NOTES
40, 260	2,3,4	48.2 (122)	36 (91)	15.9 (40)	A	1-4
400	2,3,4	48.2 (122)	36 (91)	15.9 (40)	A	1-4
600	2,3,4	75 (191)	39 (99)	20 (51)	A	1-4
800	2,3,4	90 (229)	51 (129)	20 (51)	A	1-4
1000, 1200	3,4	90 (229)	40 (101)	57 (145)	C	1-6
1600, 2000	3,4	90 (229)	40 (101)	57 (145)	C	1-6
2600, 3000	3,4	90(229)	40 (101)	69 (175)	C	1-6

Application Notes :

1. Dimensions are listed in inches (cm) and weights in pounds (kg).
2. Allow a minimum of 3" additional dept for projection of handle, lights, switches, pushbuttons etc
3. **All dimensions and weights are approximate and subject to change without notice and are not for construction use**
4. Packing materials must be added to weights shown. Allow 15% additional weight for cartons, skids, crates, etc.
5. Add 3" in height for lifting eyes.
6. Removable side covers permit mounting against wall.

AUTOMATIC TRANSFER SWITCH

CTGSE & CTGDSE Weights							
AMP RATING	POLES	CTGSE NEMA 1		CTGSE NEMA 3R		CTGDSE NEMA 1	CTGDSE NEMA 3R
40, 80, 100	2,3	183	(83)	193	(88)	272 (123)	282 (128)
150, 225, 260	4	187	(85)	197	(89)	296 (134)	306 (139)
400	2,3	265	(120)	275	(125)	272 (123)	282 (128)
	4	289	(131)	299	(136)	296 (134)	306 (139)
600	2,3	415	(188)	435	(197)	422 (191)	442 (200)
	4	444	(201)	464	(210)	451 (205)	471 (214)
800	2,3	577	(262)	597	(271)	587 (266)	607 (275)
	4	662	(300)	682	(309)	672 (305)	692 (314)
1000, 1200	3	1690	(766)	1890	(857)	1700 (771)	1900 (862)
	4	1710	(775)	1910	(866)	1720 (780)	1920 (871)
1600, 2000	3	2355	(1067)	2555	(1159)	2365 (1073)	2565 (1163)
	4	2455	(1112)	2655	(1204)	2465 (1118)	2665 (1209)
2600, 3000	3	2475	(1121)	2675	(1213)	2485 (1127)	2685 (1218)
	4	2675	(1212)	2875	(1304)	2685 (1218)	2885 (1309)

Application Notes :

1. Dimensions are listed in inches (cm) and weights in pounds (kg).
2. Allow a minimum of 3" additional dept for projection of handle, lights, switches, pushbuttons etc
3. **All dimensions and weights are approximate and subject to change without notice and are not for construction use**
4. Packing materials must be added to weights shown. Allow 15% additional weight for cartons, skids, crates, etc.
5. Add 3" in height for lifting eyes.
6. Removable side covers permit mounting against wall.

Reference Figures

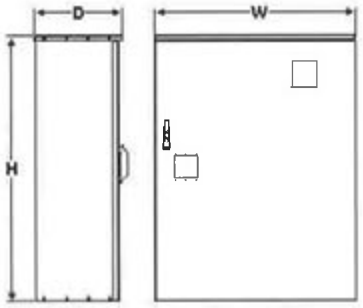


Figure A
40-800 Amp Transfer Switch
NEMA 1 & 3R

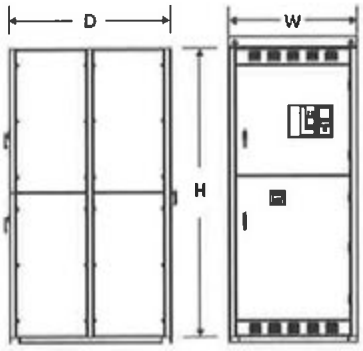


Figure B
1000-3000 Amp Transfer Switch
NEMA 1

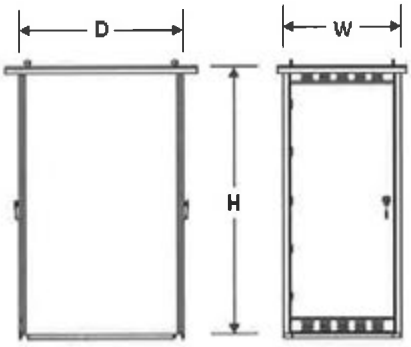


Figure C
1000-3000 Amp Transfer Switch
NEMA 3R

Equipment Management Solutions

Patten CAT

Customer Support Agreement (CSA)

53-point Advantage GOLD℠ Inspection and Maintenance



- CSA agreements are tailored to fit your specific business needs. **See reverse side for details.**
- A CSA agreement with Patten Power Systems will help you manage operating costs of Cat® and non-Cat equipment.
- Includes all 49-points of Advantage SILVER℠ inspection ***Plus***;
  - Oil & Filter Change
  - Fittings Greased
  - Fuel Filter Replacement
  - Anti-Freeze Coolant Tested
- Customer Support Agreements featuring Advantage Service:
  - Inspections and maintenance by factory trained technicians
  - Same day delivery of Patten stocked parts
  - Proactive service scheduling, Patten calls to schedule when your service is due
  - S O S scheduled fluid analysis service
  - Compliance documentation support
- Extended service intervals for qualified products.

ONE PARTNER
RELIABLE SUPPORT
COMPLETE SOLUTIONS

By partnering with Patten Power Systems, you will gain the tools and expertise for reliable equipment management solutions to keep your power systems running at peak efficiency, regardless of make or manufacturer. As a Patten Power Systems customer you are part of one of the most powerful total support networks in the world. Patten sets the standard for parts availability and service support - from an extensive parts inventory to preventive maintenance, diagnostics, emergency service and rental equipment – all backed by highly skilled factory trained technicians who can anticipate your needs. **Call (630) 516-4433 for additional information.**

Equipment Management Solutions

Patten CAT

The Patten Difference!

53-point Advantage GOLD℠ Inspection and Maintenance

During Patten's Advantage GOLD℠ Inspection and Maintenance, our factory trained technician will perform the maintenance and submit a written report on the following systems:

Cooling System
1. Radiator / Heat Exchanger
2. Analysis of Anti-Freeze
3. Hoses and Connections
4. Inspect Fan, Drive and Pulley and Lubricate
5. Fan Belt(s)
6. Jacket Water Heater(s)*
7. Water Pump(s)
8. Thermostat(s)
9. Coolant Level / Sight Glass

Fuel System
10. Maintain Fuel Water Separator*
11. Fuel Lines and Connections
12. Governor and Controls
13. Replace Fuel Filters **
14. Fuel Pressure
15. Day Tank Level and Gauge

Air Induction and Exhaust
16. Air Filter(s)
17. Air Filter Service Indicator(s)
18. Air Inlet System
19. Turbocharger(s)*
20. Exhaust Manifold(s)
21. Exhaust System
22. Valves and Valve Rotators*
23. Louver Operation

Lube Oil System
24. Change Oil **
25. Replace Oil Filters **
26. Oil Pressure
27. Crankcase Breather
28. Scheduled Oil Sampling (S.O.S)

Starting System
29. Inspect and Maintain Battery(ies)
30. Test Specific Gravity*
31. Battery Charger
32. Starting Motor(s)
33. Alternator*

Engine Monitors, Safety Controls and Control Panel
34. Gauges
35. Safety Controls
36. Remote Annunciator* / Alarms
37. Start Controls - Manual and Automatic
38. Voltmeter
39. Adjust Voltage Regulator when needed
40. Ammeter
41. Frequency Meter
42. Inspect Circuit Breaker

Generator
43. Bearings
44. Slip Rings and Brushes*
45. Space Heater(s)*
46. Vibration Isolators*
47. Wiring Connections
48. Cable Connections
49. Grease Bearings as Needed

Gas Engines Only (If Applicable)
50. Gas Line and Connections
51. Carburetor and Linkage
52. Magneto / Distributor
53. Ignition System

* If applicable

** Disposal of waste per EPA regulations

Highlighted Items are additional to the Advantage SILVER℠ Inspection

ELMHURST HQ
615 W LAKE ST
877-891-4181

GRAYSLAKE
205 S ROUTE 83
877-891-4181

OGLESBY
590 MAYER ST
877-891-4181

ROCKFORD
5055 S MAIN ST
877-891-4181

HAMMOND, IN
6400 INDIANAPOLIS BLVD
877-891-4181

Equipment Management Solutions

Patten CAT

Customer Support Agreement (CSA)

Automatic Transfer Switch (ATS) Maintenance



D A N G E R
ARC FLASH HAZARD
Opening cabinet may cause damage or injury

Improve your Electric Power Reliability

- Reduce the risk of unexpected downtime and expensive emergency repair costs.
- Emergencies can happen at anytime, sometimes without any degree of warning. Patten Power Systems' Automatic Transfer Switch (ATS) inspection and maintenance is designed to assist in the reduction of power-breaks and provide a degree of insurance. Regular inspections and maintenance provide not only continuous power, but also peace of mind that when needed, all systems will operate properly. **See reverse side for details.**
- Service performed and documented by factory trained technician. Proactive service scheduling, Patten calls to schedule when your service is due.
- We service all manufactured brands including:
  - Caterpillar®
  - Asco®
  - Cutler Hammer®
  - Generac®
  - Onan®
  - Russelectric®
  - Zenith®

Caterpillar®, Asco®, Onan®, Cutler Hammer®, Russelectric®, Generac®, and Zenith® are all registered trademarks of their respective companies.

ONE PARTNER
RELIABLE SUPPORT
COMPLETE SOLUTIONS

By partnering with Patten Power Systems, you will gain the tools and expertise for reliable equipment management solutions to keep your power systems running at peak efficiency, regardless of make or manufacturer. As a Patten Power Systems customer you are part of one of the most powerful total support networks in the world. Patten sets the standard for parts availability and service support - from an extensive parts inventory to preventive maintenance, diagnostics, emergency service and rental equipment – all backed by highly skilled factory trained technicians who can anticipate your needs. **Call (630) 516-4433 for additional information.**

The Patten Difference!

AUTOMATIC TRANSFER SWITCH MAINTENANCE SCOPE

Service Items:

10 Point Inspection

1. Inspect for moisture or wetness, past or present.
2. Inspect all insulating materials for deterioration due to excessive heat.
3. Inspect control relay contacts for corrosion or discoloration due to excessive heat.
4. Conduct a test by simulating a normal power source failure.
5. Check operating current level versus rating.
6. Record all time delay settings, pickup and dropout settings and timer settings.
7. Record and compare the voltage drop across main contacts.
8. Check and record cable connections and contacts with infrared thermometer.
9. Check all cables and control wire connections to the ATS control, sensing panel and other system components. Tighten if necessary.
10. Inspect battery in controller.

17 Point Inspection and Maintenance

All items of 10 point Inspections and Maintenance are included

Plus:

1. Remove all arc chutes and pole covers.*
2. Inspect all arcing contacts for excessive corrosion, clean and adjust, if necessary.*
3. Remove grime with approved solvent.*
4. Manually operate the main transfer movement to check proper contact alignment, deflection, gap, and wiping action. Adjust and clean if necessary.*
5. Check all accessories for proper operation (i.e., lamps).*
6. Lubricate per manufacturers specifications.*
7. Vacuum clean dust from ATS and accessory panel.*

*Note: During all work, system must be de-energized.

Equipment Management Solutions

Patten CAT

Customer Support Agreement (CSA)

Load Bank Testing

- Emergency standby generators represent a sizeable investment. Failure to perform during a power outage may be accompanied by a dangerous condition and unexpected financial loss. A routine maintenance is necessary to best insure that the generator will perform when needed.
- Load Bank testing is a critical part of a comprehensive maintenance program. Patten Power Systems will provide a custom solution for your generators, power distribution equipment and UPS systems.



- Patten Power Systems offers custom designed load bank testing to fit your facility needs. From single generator set resistive load testing to multiple unit paralleled resistive/reactive commissioning type test, Patten can meet your load bank needs. **See reverse side for details.**
- Service performed and documented by factory trained technician. Proactive service scheduling, Patten calls to schedule when your service is due.

ONE PARTNER
RELIABLE SUPPORT
COMPLETE SOLUTIONS

By partnering with Patten Power Systems, you will gain the tools and expertise for reliable equipment management solutions to keep your power systems running at peak efficiency, regardless of make or manufacturer. As a Patten Power Systems customer you are part of one of the most powerful total support networks in the world. Patten sets the standard for parts availability and service support - from an extensive parts inventory to preventive maintenance, diagnostics, emergency service and rental equipment – all backed by highly skilled factory trained technicians who can anticipate your needs. **Call (630) 516-4433 for additional information.**

Equipment Management Solutions

Patten CAT

The Patten Difference!

Resistive Load Bank Testing

- Tests the generator set at the full rated KW/HP of the engine.
- Tests the cooling system operation at the generator set full operating capacity.
- Tests the fuel system operation at the generator set full operating capacity.
- Eliminates exhaust wet stacking by burning off built up fuel and oil carbon deposits.
- Evaporates moisture from the inside of the generator and electrical components.
- Testing capacity up to 10 megawatts.

Reactive Load Bank Testing

- Tests all of the items listed under resistive testing.
- Tests the system at the full rated generator set KVA/power factor capacity.
- Tests simulate the actual power factor load variations found in most facility loads.
- Tests the generator voltage regulator at the full range of response and operating capability.
- Tests are used to simulate and verify load sharing and voltage regulation on multiple unit paralleled systems.
- Testing capacity unlimited.

ELMHURST HQ
615 W LAKE ST
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GRAYSLAKE
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590 MAYER ST
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ROCKFORD
5055 S MAIN ST
877-891-4181

HAMMOND, IN
6400 INDIANAPOLIS BLVD
877-891-4181

Patten CAT

IDPH GENERATOR LOAD TESTING LOG

Customer	0	**Date**	
Job Number	0	**Generator Mfg.**	
Engine Serial No	0	**Engine Model No.**	0
Generator S/N	0	**Generator Model No.**	
Rated KW (@ .8 PF)		**Ambient Temp F.**	
Tested By		**Load Testing Performed @ 1.0 PF**	
Hour Meter: Start	**Stop**	**Test all safety devices**	

15 - Minute Interval Readings (80 to 100% Intended Load)

	Start	15	30	45	1 hr	1hr 15 min	1 hr 30 min	1 hr 45 min	2 hr
Elapsed Time Hrs									
Percent of Load									
KW Meter									
Voltmeter L1 to L2									
Voltmeter L2 to L3									
Voltmeter L3 to L1									
Ammeter L1									
Ammeter L2									
Ammeter L3									
Frequency HZ									
Lube Oil Pressure									
Water Temp. F.									
Exhaust Stack Temp F									
Battery Charge Rate (DC volts/DC amps)									

Start 5 10 15

Patten CAT

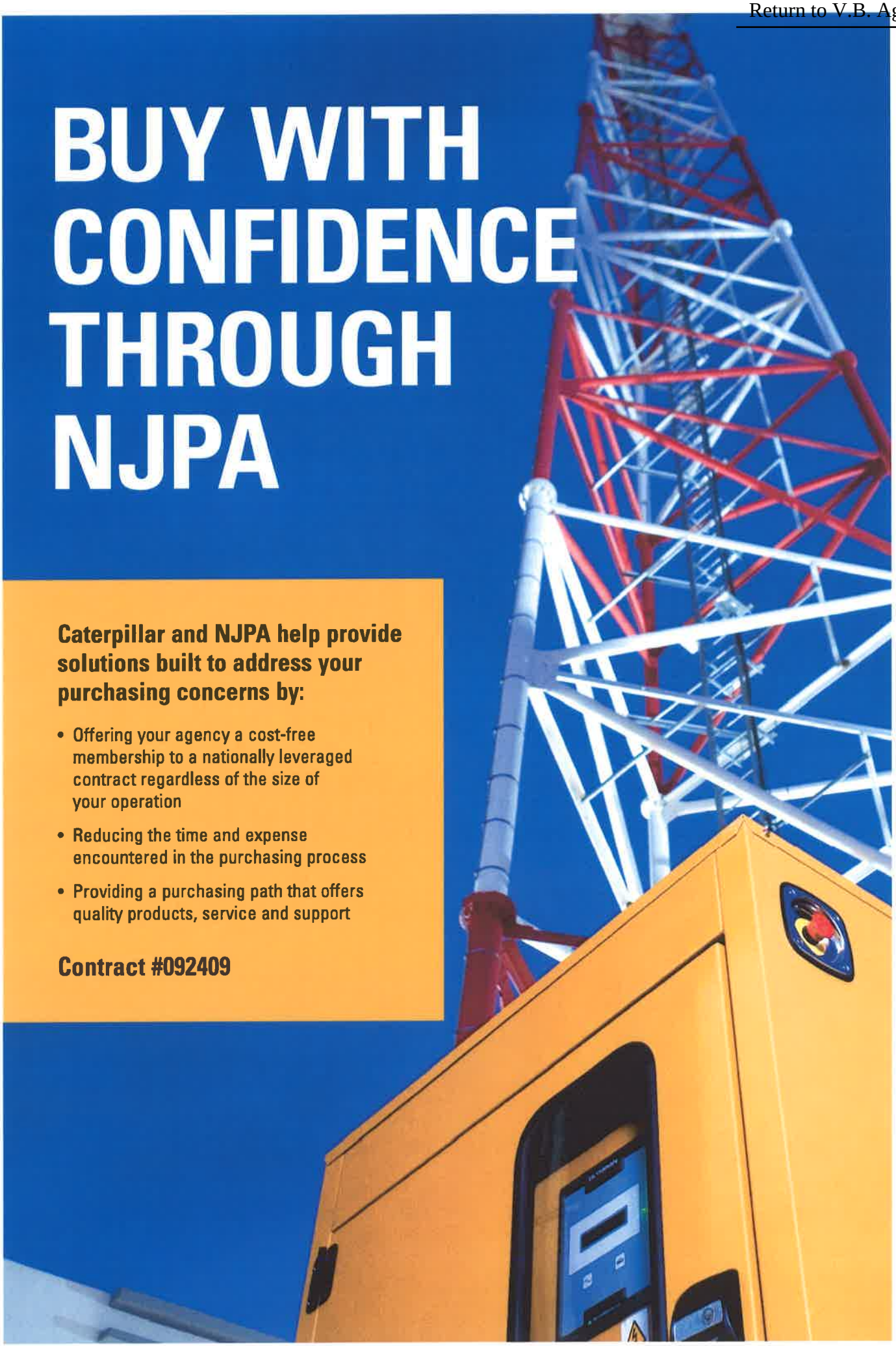
(5-Minute Cool Down Period)

15-Minute Interval Readings (100% Block Load)

	Start	15	30	45	1 hr	1hr 15 min	1 hr 30 min	1 hr 45 min	2 hr
Elapsed Time Hrs									
Percent of Load									
KW Meter									
Voltmeter L1 to L2									
Voltmeter L2 to L3									
Voltmeter L3 to L1									
Ammeter L1									
Ammeter L2									
Ammeter L3									
Frequency HZ									
Lube Oil Pressure									
Water Temp. F.									
Exhaust Stack Temp F									
Battery Charge Rate (DC volts/DC amps)									
	Start	5	10	15					

Special Requirements or Instructions:

BUY WITH CONFIDENCE THROUGH NJPA



Caterpillar and NJPA help provide solutions built to address your purchasing concerns by:

- Offering your agency a cost-free membership to a nationally leveraged contract regardless of the size of your operation
- Reducing the time and expense encountered in the purchasing process
- Providing a purchasing path that offers quality products, service and support

Contract #092409





Caterpillar proudly supports the NJPA Consortium Contract #092409

Electric Power North America is pleased to have an NJPA national contract. As governmental agencies continue to look for more effective ways to do business, this contract will help us deliver our solutions to a very important customer base.

Cost-free membership:

- Agencies may join free of charge by filling out the membership form at http://www.njpacoop.org/JOIN/Member_Benefits.html
- NJPA is a nationally recognized member-owned cooperative
- Thousands of governmental and non-profit agencies currently participate

Reduce the time and expense of the purchasing process by using a nationally bid contract:

- Avoid the time-consuming process of putting bids together
- Avoid time spent waiting for responses
- Avoid the unpredictability of a low-bid scenario

A purchasing path that offers quality products, service and support:

- Purchase quality equipment at a greater value by benefiting from lower maintenance costs, higher productivity and greater uptime.
- You have the advantage of working directly with your local Cat® Dealer to specify the equipment you purchase to meet your specific needs
- Y ll enjoy the comforts of receiving the legendary service and support you've come to expect with Caterpillar

The National Institute of Governmental Purchasing (NIGP), National Association of State Procurement Officials (NASPO) and National Association of Fleet Administrators (NAFA) endorse the use of Life Cycle Costing as a preferred procurement method.

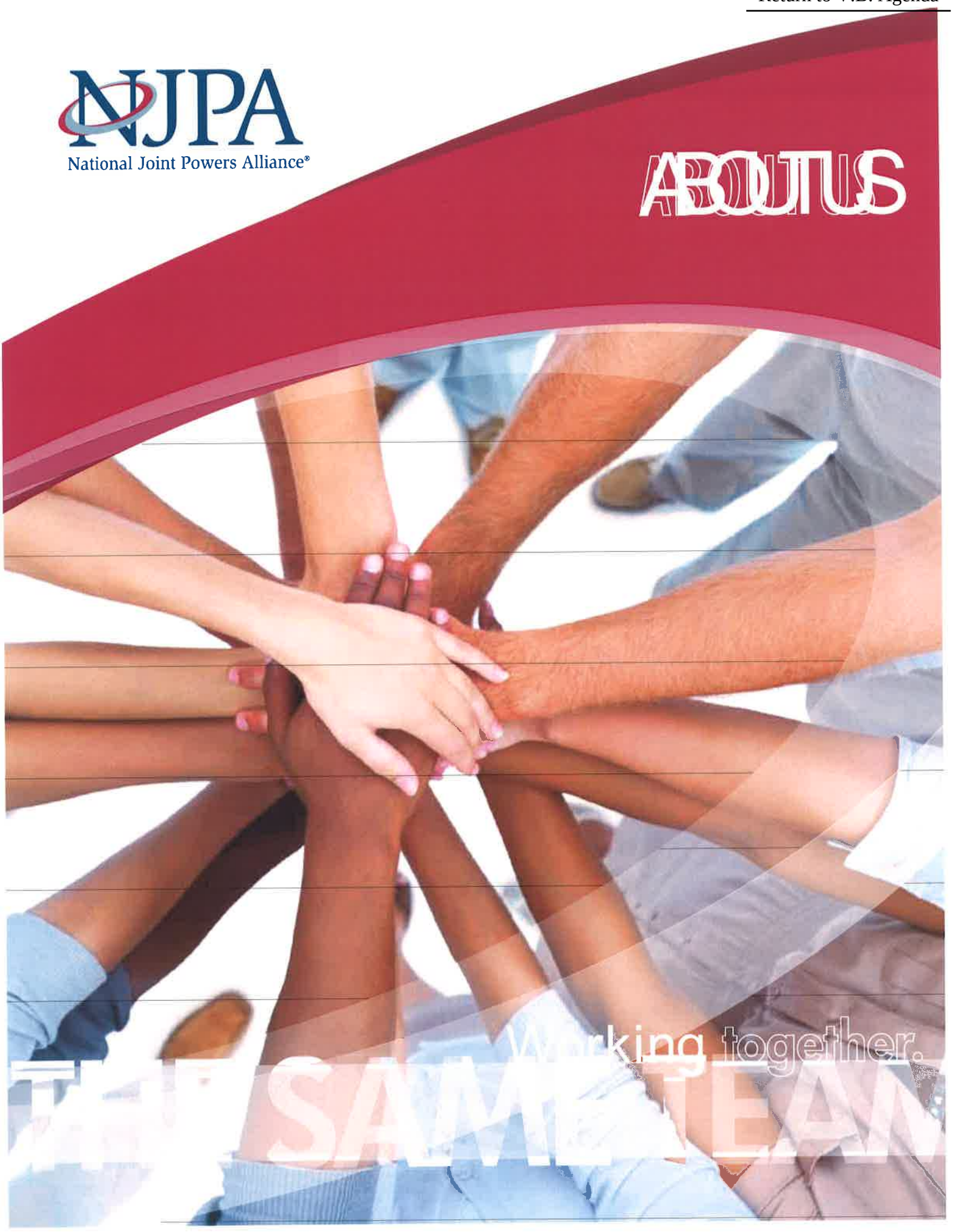
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TODAY'S WORK. TOMORROW'S WORLD.™

NJPA
National Joint Powers Alliance®

ABOUT US



CONTRACT PURCHASING



NJPA
National Joint Powers Alliance®

Realize the Power and Value of Contracting Purchasing

Your organization has the opportunity to become one of over 30,000 Member agencies that has access to discount pricing from over 50 nationally acclaimed Vendors and thousands of competitively bid products. NJPA will save you time, money and duplication of the bid process. It takes only five minutes to complete a no-cost, no-obligation Membership. Get started today at www.njpacoop.org

NATIONAL JOINT POWERS ALLIANCE

The National Joint Powers Alliance® (NJPA), is a governmental agency operating under the enabling authority outlined in Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating government and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies, which includes the ability to enter into cooperative agreements. As such, we are a Member-owned cooperative, serving all government, education (both public and private) as well as all non-profit agencies.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd. 15.

Mike Hajek
Director of Contracts & Marketing
mike.hajek@njpacoop.org
218-894-5477



NASA NOCAD GOVERNMENT FLEET

Service is Our Standard

At the National Joint Powers Alliance we are driven to provide efficient public service through our National Cooperative Purchasing Programs. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future

OUR COMMITMENT

National Joint Powers Alliance is committed to serving you, the Member through a continuous effort to meet your present and future needs. Our goals include working to solve your purchasing concerns in a measurable, cost effective manner. We will research the industry with regard to our Members' common needs and as a result, we will deliver to you the opportunity to purchase through nationally leveraged contracts offering the very best products and services at the lowest possible price. We are only able to do this as we work together, developing partnerships to create a unified purchasing alliance.

OUR PURPOSE

The general purpose of NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our Members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating Members. NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers. Participation is offered to legislatively qualified agencies nationally. Member agencies must still interpret their own purchasing laws and recognize NJPA as having satisfied their own competitive bidding requirements.

Duff Erholtz
Manager of Membership Services
duff.erholtz@njpacoop.org
218-894-5490



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ENABLING LEGISLATION

Contracting Authority

The following summary is a highlighted explanation of the enabling legislation referenced by and guiding NJPA. The plain language of the statutes, from our perspective, allows NJPA very clear authority to serve current and future Members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**
  NJPA claims organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 (d-e) Subd. 15 which defines "Cooperative Purchasing" abilities.

- **M.S. 471.345 Subd. 1: Municipality Defined**
  For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
  Our national association, the "National Joint Powers Alliance®" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Make note of Subd. 1 which defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
  Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or another state, another state, the University of Minnesota, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.

- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
  Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.

THE "JOINT EXERCISE OF POWERS" AGREEMENT

The Joint Exercise of Powers Agreement with NJPA provides access to NJPA and its contracts. This allows NJPA to access the Member participating agencies' contracts as well. The Joint Powers Agreement may not be necessary if the participating agencies' state law allows for state-to-state "piggy backing" on legal state contracts. All NJPA contracts are legal state contracts as NJPA operates under Minnesota legislative authority to provide cooperative purchasing services to participating Members. The Joint Exercise of Powers offers a legal link between NJPA and its Member agencies as contracts are accessed. NJPA bids and awards contracts in full compliance with Minnesota Municipal Contracting Law, M.S. 471.345.

Our Foundation

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our cooperative was created. Our previous name was the North Central Service Cooperative (NCSC) and we are now doing business as the National Joint Powers Alliance® (NJPA).

- **M.S. 123A.21 Subd. 2** defines that the purpose of a service cooperative is to "assist in meeting specific needs of clients."

- **M.S. 123A.21 Subd. 3: Membership and Participation**
  Full Membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59 and NJPA's Bylaws and Policies. Governmental units are not required to join NJPA as Full Members, but they must sign on as NJPA Participating Members to access our contracts and to validate their purchases. Many local policies require Membership to legally access contracts held by other agencies. NJPA provides a Participating Membership and Joint Powers Agreement at no cost. When a board signs a Joint Powers Agreement it qualifies that board to serve on the NJPA Joint Powers Advisory Board. The Participating Membership and Joint Powers Agreements both establish a legal paper trail between NJPA and the Member as contracts are accessed.

- **M.S. 123A.21 Subd. 5(g)** shows that the powers of the board of directors of a service cooperative are written very broadly to grant extensive authority. This statute states "The board of directors shall have authority to maintain and operate a service cooperative." More specifically, "The service cooperative board of directors may enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed-upon programs and services."

- **M.S. 123A.21 Subd. 7** describes the ability and directive to provide cooperative purchasing services. This statute specifically calls for the board to support programs and services that support and allow for cooperative purchasing.

- **M.S. 123A.21 Subd. 9(d,e): Service Cooperative Defined**
  Subd. 9 defines the Service Cooperative (SC) under **(d)** the SC is a public corporation and agency and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the Members. **(e)** The SC is a public corporation and agency and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.

FAQs

Frequently Asked Questions

Q. WHO IS NJPA?

A. The National Joint Powers Alliance®, referred to as NJPA, is a Municipal Contracting agency operating under the legislative authority of Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. NJPA serves all education, government and non-profits agencies nationally.

Q. WHAT IS THE ORGANIZATIONAL STATUS OF NJPA?

A. NJPA employees are public employees. All employees are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for Members is that NJPA employees have the same employment status as NJPA municipal Members.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of governing officials; including school board, city council or county commissioners.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no cost, obligation or liability to join or participate in NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. NJPA is funded by a Vendor contract administrative fee. The fee is paid by the Vendor and not passed on to the NJPA Member. The fee covers the costs of contract marketing and facilitation, and it offsets operating expenses incurred by NJPA. NJPA does not receive state or federal aid, nor do we have taxing or levying authority. Therefore, we are a governmental agency, entirely entrepreneurial and functioning much like a self-supporting business. NJPA also shares these fees with other partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. The NJPA Bylaws, Article II, Subd. C describes our Membership and participation. Full voting Memberships are limited to the school districts, cities, counties and other governmental units defined in M.S. 471.59 and as established annually by the NJPA Board of Directors. Non-voting Memberships, what we call "Participating Memberships," are available to all other partnership agencies or organizations that go online to www.njpacoop.org, click on the JOIN button and submit the required information. All Members are required to sign a Participating Membership agreement. These organizations are eligible to nominate their governing board members to serve on the NJPA Board. They also become responsible for any liabilities NJPA may incur. Participating Memberships are at no cost and carry no organizational liability.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point all current Participating Members are a part of our Board of Advisors. NJPA also has two Member Advisory Committees: one that specializes in the fleet industry and the primary advisory that represents procurement professionals from all of our Member verticals.

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, all non-profit agencies may participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Minnesota Statute 471.59 Joint Exercise of Powers Law and our enabling legislation, as described on page 4.

Frequently Asked Questions

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

A.
- Membership establishes a legal paper trail between NJPA and the Member, justifying contract access.
- Access to competitively bid contracts, procured by a municipal contracting agency that your agency is a part of. *Because our Membership is a Joint Powers Agreement, your municipality is an owner as well as a Member of NJPA. You actually become a represented participant in the bidding process.*
- Considerable time and resource savings for participating Members.
- Nationally leveraged and aggregated pricing and services.
- Nationally acclaimed and recognized vendors.
- Broad range of high-quality products and services.
- Contracts solicited, awarded and monitored by a municipal agency and governed by a publicly elected board of directors. *NJPA also conducts an annual, independent audit as a municipal contracting agency. The annual audit is submitted to the State of Minnesota as required by state law.*

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA contracts are non-exclusive and are contracts of choice by our Members.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

A. Yes, in most states. All NJPA bid contracts have been competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors in accordance with Minnesota public purchasing rules and regulations under the Municipal Contracting Laws, M.S. 471.345. Each solicitation and RFP contains language which includes all qualified customers in all fifty states. The RFP advises all responders that they must apply to all qualified customers in all fifty states and in some cases the provinces and territories of Canada. All RFP respondents understand that these contracts shall be used by member governmental, educational and non profit agencies throughout the United States.

Q. WHAT IS A JOINT EXERCISE OF POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

A. State Joint Powers Statutes generally allow for one government agency to purchase using contracts competitively solicited by another government agency. This, of course, would require the consent of all parties, including the supplier. NJPA's contracts are established to meet both the competitive solicitation and consent requirements. Generally, a public or municipal agency may participate in, conduct or administer a cooperative procurement agreement with one or more other governmental units for the purpose of meeting requirements to increase efficiency or reduce administrative expenses. A cooperative agreement also allows for the purchase of supplies, materials, equipment or services by qualified agencies so as not to repeat or duplicate the competitive bidding requirements necessary for a governmental agency purchase.

The term "Governmental Unit" as used here usually includes every city, county, town, school district or other political subdivision of this or another state; the state university; any agency of the state or of the United States, and any instrumentality of a governmental unit. In some states, this power is not passed on to specific municipal agencies. These agreements are known as Joint Powers Agreements, Membership Agreements, Participation Agreements and sometimes Intergovernmental or Interlocal Agreements.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. As a municipal agency, NJPA is required to provide full disclosure of all procurement documents and files. Procurement files are electronically available at www.njpacoop.org or in hard copy at our office during normal NJPA business hours.

Q. WHAT ARE THE PARTS OF AN AWARDED NJPA PURCHASING CONTRACT?

A. NJPA contracts are made up of the terms and conditions of the RFP, submitted and accepted pricing and discount schedule and the Acceptance Award document signed by the NJPA board and awarded vendor.

FAQs

Frequently Asked Questions

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA conducts a thorough 10-step process, described in full on pages 9 and 10 of this document, that includes:

1) Researching Member Needs.
2) Researching the Market for Solutions.
3) Drafting and Advertising an RFP.
4) Receiving Bidders' Responses.
5) Evaluating Bidders' Responses.
6) Making Recommendations to the NJPA Board.
7) Awarding Vendor(s).
8) Posting Approved Contract Documents.
9) Developing and Implementing a Joint Marketing Plan with Awarded Vendors.
10) Reviewing and Maintaining our Contract throughout Its Term.

Q. WHAT IS THE FIRST STEP FOR AN INTERESTED AGENCY TO PARTICIPATE?

A. Qualifying agencies must register for Membership and may join in a matter of minutes. Visit www.njpacoop.org and apply online; download and complete a hard copy, or call 888-894-1930 to receive your application by mail.

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. After Membership has been established, the Member selects the contract of choice from our purchasing catalog and contacts the Vendor directly for specific product, service, ordering and delivery information. Billing is executed by the servicing Vendor or manufacturer. NJPA monitors contract compliance by the Vendor to ensure a high level of service, quality of goods and general customer satisfaction as expressed by the Member. Prior to executing the purchase order, it would be the Member's responsibility to review and accept the general terms and conditions of the specific RFP of interest and at that point, execute the purchase order directly with the awarded Vendor. Your Membership allows the NJPA Board of Directors and NJPA staff to facilitate the bid and procurement responsibilities on your behalf.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA requires "manufacturer product and service responsibility". This eliminates the transferring of blame in the event the customer is not satisfied. Responding manufacturers accept this responsibility and, in extreme cases, NJPA would be involved in specific communications to ensure the customer is satisfied with the complete process of procurement and contract compliance. NJPA contracts are four-year terms, reviewed annually for compliance. This level of assurance and review will give Members the leverage necessary to insure the highest level of products and service.

Q. HOW DO I BECOME AN AUTHORIZED SUPPLIER OF NJPA?

A. NJPA encourages all national Vendors to respond to the NJPA RFP solicitations. Our bids are solicited, advertised and posted on www.njpacoop.org (our website), www.noticetobidders.com and in the Minneapolis Star Tribune.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Visit our web site at www.njpacoop.org or contact any of our Vendors listed in our purchasing catalog. You also may contact us directly at 888-894-1930 or:

Mike Hajek, Director of Contracts & Marketing
mike.hajek@njpacoop.org • 218-894-5477

Duff Erholtz, Manager of Membership Services
duff.erholtz@njpacoop.org • 218-894-5490

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 7**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Regarding a Text Amendment to Section 5.20(1)e of the Zoning Code Concerning Public Hearing Notice Requirements for Sites of Two Acres or More

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
At the July 16, 2013 Village Board meeting, the Village Board considered a recommendation by the Plan Commission to eliminate public hearing notice requirements which are currently subject to the sole discretion and determination of the Zoning Officer. This discretionary notice provision is in addition to the standard public hearing notice requirements authorized by the Zoning Code and is limited to only applications involving two acres or more of property.

This current discretionary provision authorizes the Zoning Officer, solely at his/her discretion, to require notice to property owners beyond the required notice area of 250 feet from the subject property, to an expanded notice area of up to 500 feet from the subject property. While the Zoning Code provides reasons that could be used to determine when this discretionary notice may be invoked, the criteria are broad and all-inclusive and therefore for any reason, discretionary notice could be invoked. As a result, this current provision provides no guidance as to when discretionary notice is appropriate.

At its July 16, 2013 meeting, by a 4-0 vote, the Village Board moved to concur with the recommendation of the Plan Commission to eliminate the discretionary notice Section 5.20(1)e of the Zoning Code and directed the Village Attorney to prepare the requisite Ordinance.

Attached for consideration is this proposed Ordinance prepared by the Village Attorney consistent with the direction of the Village Board.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance

RECOMMENDED MOTION:
Move to approve an Ordinance to eliminate Section 5.20(1)e of the Zoning Code concerning discretionary notice for properties two acres or greater.

Return to V.B. Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING SECTION 5.20 OF THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING NOTICE REQUIREMENTS

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF AUGUST, 2013.

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 _____, 2013

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING SECTION 5.20 OF THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE REGARDING NOTICE REQUIREMENTS

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 5.20 of "The Village of Lincolnwood Zoning Ordinance," as amended ("***Zoning Ordinance***"), sets forth certain regulations for notice requirements for applications for a major variation, special use, planned unit development, zoning amendment, or nonconforming status exceptions in all zoning districts within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 5.20 of the Zoning Ordinance in order to eliminate the additional discretionary notice regulation for applications pertaining to sites of two acres or more ("***Proposed Amendment***"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on December 20, 2012, the Village Plan Commission conducted a public hearing on January 9, 2013, February 6, 2013, March 6, 2013, May 1, 2013 and June 5, 2013 concerning the Proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendment, as set forth in this Ordinance; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendment, as set forth in this Ordinance, is in the best interests of the Village and its residents;

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

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

SECTION 2. NOTICE REQUIREMENTS. Section 5.20 of Article V of the Zoning Ordinance is hereby amended to read as follows:

"**5.20 Notice Requirements.**

* * *

(1) Upon the conditional scheduling of the public hearing for an application for a major variation, special use, Planned Unit Development, zoning amendment, or nonconforming status exception, notice of the public hearing shall be published and delivered in accordance with the following:

a. Notice of the time and place of the public hearing shall be published at least once, not more than thirty (30) days nor less than fifteen (15) days, prior to the date of such hearing in one or more newspapers published in the Village, or if no newspaper is published therein, then in one or more newspapers with a general circulation within the Village.

b. The Applicant shall give notice in writing to property owner(s) of each lot located within two hundred fifty feet (250'), including streets, of the property lines of the subject property for which the requested relief is sought. All notices required pursuant to this Section 5.20 shall be delivered personally or shall be sent by certified or registered mail, properly addressed with sufficient postage affixed thereon, with a return receipt requested, not more than thirty (30) days nor less than fifteen (15) days in advance of such hearing.

c. A sign shall be posted on the subject property, which sign shall: (a) be at least six (6) square feet in area; (b) bear on its face the words "Zoning Application Pending" and a telephone number to be called for additional information; (c) be issued by the Zoning Officer to the applicant for posting by the applicant on the parcel, facing the street, at least fifteen (15) days prior to the date of the public hearing; and (d) be removed from the parcel by the applicant after, but not before, the conclusion of the public hearing.

d. All notices required pursuant to this Section 5.20 shall identify: the location of the subject property for which relief is sought; a brief statement of the nature of the relief requested; and the date, time, and location of the public hearing.

~~e. Whenever an application pertains to a site of two acres or more, and the Zoning Officer determines that because of size, location, proximity to other Zoning Districts, existing or likely traffic pattern, nature of use, or for any other appropriate reason or combination of reasons, a larger notice area should be required in order to better inform those beyond the regular notice area who might be particularly impacted, then the Zoning Officer may require that Applicant give the notices required pursuant to this Section 5.20 to the owner of lots lying within a specified radius beyond two hundred fifty (250') feet but not exceeding five hundred (500') feet from the site which is the subject of the application.~~"

* * *

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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of August, 2013.

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

ATTESTED and FILED in my office the
_____ day of August, 2013.

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

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 8**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Denying a Variation Concerning Parking in the Front Yard at 7350 North Keeler Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
At the July 16, 2013 Village Board meeting, the Village Board considered a recommendation by the Zoning Board of Appeals (ZBA) concerning a front yard parking variation request at 7350 North Keeler Avenue. The property owner received an interior remodel and addition permit to convert the attached garage into living space. By converting the attached garage into living space, the driveway no longer leads to an approved parking space. As a result, the Village Code requires that the driveway be removed and the curb be repaired. The property owner requested a variation to permit the front yard driveway leading to the converted garage to remain.

Upon consideration, at the July 16, 2013 meeting, the Village Board by a 4-0 vote found that the standards for the requested variation were not met. In making this determination, the Village Board directed the Village Attorney to prepare for consideration, an Ordinance that would deny this variation request.

Pursuant to this direction, attached for consideration is the proposed Ordinance, prepared by the Village Attorney that would deny the requested front yard parking variation at 7350 North Keeler Avenue.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance

RECOMMENDED MOTION:
Move to approve an Ordinance denying a front yard parking variation at 7350 North Keeler Avenue.

Return to V.B. Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-____

AN ORDINANCE DENYING A VARIATION TO PERMIT OFF-STREET PARKING IN THE FRONT YARD OF A RESIDENTIAL PROPERTY
(7350 North Keeler Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF AUGUST, 2013.

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 _____, 2013

ORDINANCE NO. 2013-_____

AN ORDINANCE DENYING A VARIATION TO PERMIT OFF-STREET PARKING IN THE FRONT YARD OF A RESIDENTIAL PROPERTY
(7350 North Keeler Avenue)

WHEREAS, Romulo and Victoria Geslani (collectively, the ***"Owner"***) are the record title owners of that certain property located in the R-3 Residential District (***"R-3 District"***), commonly known as 7350 North Keeler 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 single-family residential structure; and

WHEREAS, prior to December 2012, the Property was also improved with a detached garage (***"Garage"***) and a driveway providing access from the Keeler Avenue right-of-way, through the front yard of the Property, to the Garage (***"Driveway"***); and

WHEREAS, in December 2012, the Owner caused the Garage to be demolished; and

WHEREAS, pursuant to Section 7.06(5) of "The Village of Lincolnwood Zoning Ordinance," as amended (***"Zoning Ordinance"***), off-street parking is prohibited in front yards in the Village; and

WHEREAS, the Owner desires to maintain the Driveway on the Property for off-street parking, in violation of Section 7.06(5) of the Zoning Ordinance; and

WHEREAS, in order to permit the continued maintenance of the Driveway on the Property and the use of the Driveway for off-street parking, the Owner has filed an application for a variation from the front yard off-street parking prohibition set forth in Section 7.06(5) of the Zoning Ordinance (***"Requested Variation"***); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("***ZBA***") of the Village of Lincolnwood to consider approval of the Requested Variation was duly advertised in the *Lincolnwood Review* on May 30, 2013 and held on June 19, 2013;

WHEREAS, following the public hearing on June 19, 2013, the ZBA found that the Owner had not demonstrated the existence of a hardship necessitating the Requested Variation, as required pursuant to Section 5.15(7) of the Zoning Ordinance; and

WHEREAS, on June 19, 2013, on the basis of its findings, the ZBA voted unanimously to recommend that the Village President and Board of Trustees deny the Requested Variation; and

WHEREAS, the President and Board of Trustees have considered the Requested Variation and the recommendation of the ZBA, and have determined that the Requested Variation fails to 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 deny the Requested Variation;

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. DENIAL OF REQUESTED VARIATION. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, the Village President and Board of Trustees hereby concur with the recommendation of the ZBA, and deny the Requested Variation for the Property.

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 August, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this ___day of _____, 2013.

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

ATTESTED and FILED in my office this
_____ day of _____, 2013

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

#25221045_V1

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE SOUTH ½ OF LOT 2 AND ALL OF LOT 3 IN BLOCK 7 IN ARTHUR MICHEL AND COMPANY'S THIRD ADDITION TO HOWARD "L" SUBDIVISION. A SUBDIVISION IN JACOB SCHERER HEIRS SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 27 LYING NORTH OF THE SOUTH 65 RODS AND SOUTH OF THE NORTH 35 RODS (ECEPT THE WEST 32 RODS THEREOF) IN HOFFMAN'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7350 North Keeler Avenue, Lincolnwood, Illinois.

PIN: 10-27-419-042-0000

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 9**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Approving a Variation Request from Section 4.11 of the Zoning Code to Permit a Detached Garage to Exceed the Maximum 35% Building Coverage at 6849 North Keeler Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
At the July 16, 2013 Village Board meeting, the Village Board considered a recommendation by the Zoning Board of Appeals (ZBA) concerning a request by property owner Tom Leko for a variation from Section 4.11 of the Zoning Code in order to allow a new detached garage at the rear of the existing single-family residence at 6849 North Keeler Avenue. The ZBA at their June 19, 2013 meeting recommended, by a vote of 4-1-1, that the requested building coverage variation be approved.

The Village Board considered the ZBA recommendation and concluded that the requested variation for the proposed detached garage is reasonable and appropriate.

At the July 16, 2013 Village Board meeting, by a 4-0 vote, the Village Board moved to direct the Village attorney to prepare the requisite Ordinance approving the building coverage variation to construct the 598 square foot detached garage. Attached for consideration is the proposed Ordinance prepared by the Village Attorney consistent with the direction of the Village Board.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance

RECOMMENDED MOTION:
Move to approve an Ordinance granting a variation for the construction of a detached garage to exceed the maximum 35% building coverage for the property located at 6849 North Keeler Avenue.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

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

(6849 North Keeler Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF AUGUST, 2013.

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 August, 2013

_____
Village Clerk

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

(6849 North Keeler Avenue)

WHEREAS, Tom Leko (***"Owner"***) is the record title owner of that certain property located in the R-3 Residential District (***"R-3 District"***), commonly known as 6849 North Keeler 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 single-family residential structure; and

WHEREAS, pursuant to Section 4.11 of the Zoning Ordinance, the maximum building coverage on a lot in the R-3 District is 35%; and

WHEREAS, the Owner desires to construct a 598-square-foot detached garage in the rear yard of the property (***"Proposed Garage"***); and

WHEREAS, upon the construction of the Proposed Garage, the building coverage on the Property will be approximately 38.31%, in violation of the maximum building coverage regulation set forth in Section 4.11 of the Zoning Ordinance; and

WHEREAS, in order to construct the Proposed Garage, the Owner has filed an application for a variation from the maximum building coverage regulation set forth in Section 4.11 of the Zoning Ordinance (***"Requested Variation"***); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("***ZBA***") of the Village of Lincolnwood to consider approval of the Requested Variation was duly advertised in the *Lincolnwood Review* on May 30, 2013 and held on June 19, 2013;

WHEREAS, on June 19, 2013, 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 increase the maximum building coverage allowed on the Property, from 35% (2,594 square feet) to approximately 38.31% (2,840 square feet), to permit the construction of the Proposed Garage on the Property.

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 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 Proposed Garage and 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 Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Garage and the Property shall comply with the following plans, copies of which are attached to and, by this reference, made a part of this Ordinance as **Group Exhibit B** (collectively, the ***"Plans"***).

1. The Plat of Survey, prepared by Preferred Survey, Inc., consisting of one page, dated October 13, 2011; and

2. That certain plan entitled Leko Residence, prepared by Ramon Contreras Architect, consisting of two sheets, with a received date of July 25, 2013.

C. Limitation of Variation. The variation granted in Section Two of this Ordinance shall apply and be limited only to the Proposed Garage, as depicted in the Plans. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Proposed Garage 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 variation 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 variation 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-3 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the variation granted in Section 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 August, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this ___day of _____, 2013.

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

ATTESTED and FILED in my office this
_____ day of _____, 2013

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

#24910222_V2

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 107 AND 108 IN LINCOLN CRAWFORD PRATT BOULEVARD SUBDIVISION, A SUBDIVISION OF THE SOUTH ½ OF THE EAST 15 ACRES AND THE SOUTH ½ OF THE WEST 25 ACRES (EXCEPT THEREFROM THE SOUTH 30 FEET OF THAT PART LYING WEST OF LINCOLN AVENUE) IN THE SOUTHEAST ¼ OF THE NORTHEAST ¼ AND ALSO THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTHEAST OF THE NORTHEASTERLY LINE OF LINCOLN AVENUE OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 6849 North Keeler Avenue, Lincolnwood, Illinois.

PIN: 10-34-227-003-0000 & 10-34-227-004-0000

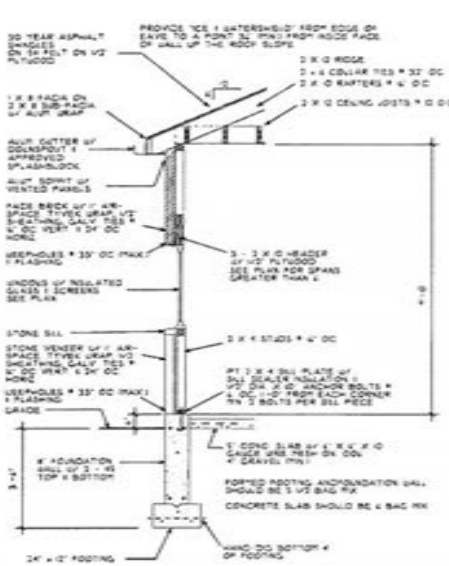
GROUP EXHIBIT B

PLANS

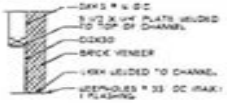
6849 N KEELER
LINCOLNWOOD, IL

GENERAL NOTES

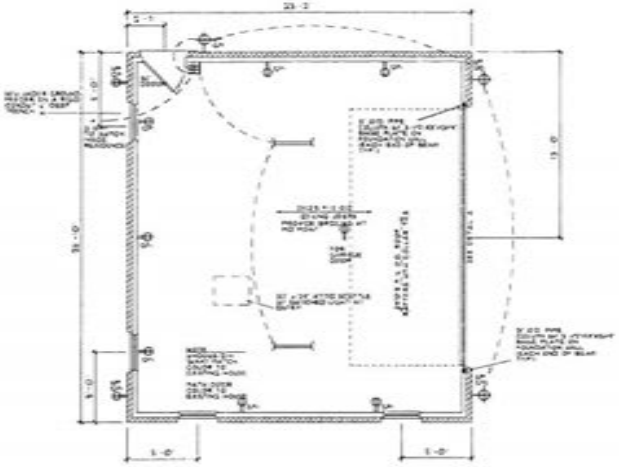
1. SHOULD THE OWNER(S) OR CONTRACTOR(S) FIND DISCREPANCIES IN OR OMISSIONS FROM THE DRAWINGS, SPECIFICATIONS OR ANY OTHER DOCUMENTS, HE OR SHE SHOULD NOTIFY THE ARCHITECT AT ONCE TO OBTAIN CLARIFICATION PRIOR TO BIDDING
2. THE ARCHITECT SHALL NOT BE RESPONSIBLE OR HAVE CONTROL OVER THE MEANS AND METHODS OF CONSTRUCTION
3. THE ARCHITECT WILL NOT PROVIDE SITE VISITS OR INSPECTIONS UNLESS SPECIFIED ON THE CONTRACT
4. EXISTING UTILITIES SHALL BE PROTECTED AGAINST DAMAGE DURING CONSTRUCTION AND KEPT IN SERVICE UNLESS SPECIFIED
5. THE CONTRACTORS ARE REQUIRED TO COORDINATE THE SCHEDULING OF EXISTING AND ALL NEW CONSTRUCTION WITH THE OWNERS AND ADJACENT PROPERTY OWNERS
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPERVISING AND DIRECTING THE WORK USING THEIR BEST SKILLS AND ATTENTION
7. ON SITE VERIFICATION OF DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND EACH SUB-CONTRACTOR. ALL PARTITION DIMENSIONS ON PLAN SHEET ARE FACE OF SHEATHING AND FACE OF SHEATHING



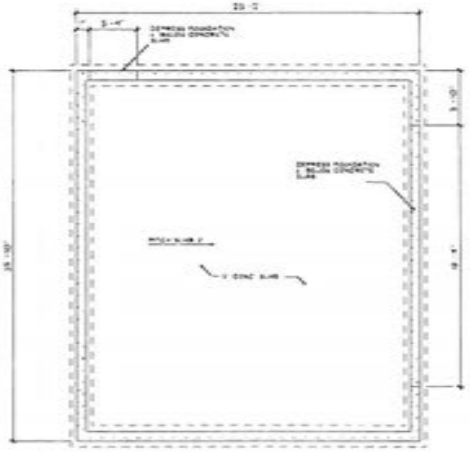
① WALL SECTION
SCALE 1/2" = 1'-0"



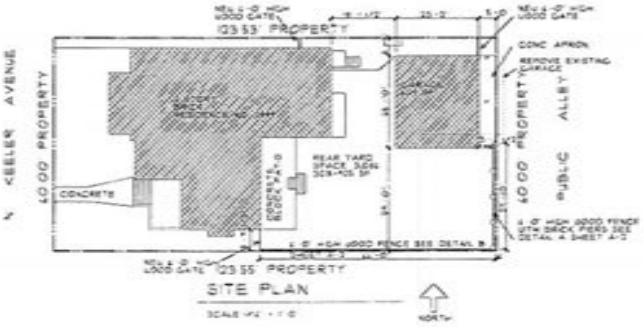
② BEAM DETAIL
SCALE 1" = 1'-0"



FLOOR PLAN
SCALE 1/4" = 1'-0"



FOUNDATION PLAN
SCALE 1/4" = 1'-0"



SITE PLAN
SCALE 1/2" = 1'-0"

RECEIVED
JUL 25 2013
LINCOLNWOOD
COMMUNITY DEVELOPMENT

RAMON CONTRERAS ARCHITECT

REVISIONS

LEKO RESIDENCE

6849 N KEELER
LINCOLNWOOD IL

R-1

EXISTING CONDITIONS
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL SITES DIMENSIONS AND CONDITIONS AS SHOWN ON THE DRAWINGS. ALL EXISTING SITES INFO TO BE CONSIDERED AS ASSUMPTION AND ARE OFFERED ONLY AS A REPRESENTATION OF THE TYPE OF CONSTRUCTION WHICH MAY BE ENCOUNTERED IN THE COURSE OF THE WORK BUT NOT NECESSARILY THE ACTUAL SIZES OR CONDITIONS. IF CONDITIONS IN THE FIELD ARE DIFFERENT FROM WHAT IS SHOWN ON THE DRAWINGS, NOTIFY ARCHITECT/ENGINEER IMMEDIATELY

DEMOLITION AND SHORING
- CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE DESIGN AND INSTALLATION OF ALL TEMPORARY SHORING WHICH IS TO BE USED

BACKFILLING
- ALL BACKFILL MATERIALS ALONG FOUNDATION WALLS AND UNDER SLABS ON GRADE SHALL BE FREE DRAINING AND SUBJECT TO THE REVIEW OF THE ARCHITECT/ENGINEER
- BACKFILLING SHALL BE DONE EVENLY ON BOTH SIDES OF FOUNDATION WALLS, EXCEPT THAT FOR BASEMENT WALLS BACKFILL MATERIAL SHALL BE PLACED AFTER THE INSTALLATION OF THE FIRST FLOOR FRAMING AND CONCRETE BASEMENT SLAB OR SHALL BEING TEMPORARILY BRACED UNTIL FIRST FLOOR INSTALLATION
- RETAINING WALLS SHALL BE BACKFILLED ONLY AFTER HAVING REACHED THEIR DESIGN STRENGTH OR WHILE BEING TEMPORARILY BRACED

ALLOWABLE SOIL BEARING PRESSURE
- ALL FOUNDATIONS HAVE BEEN DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 3000 PSF. IF FOR ANY REASON, THE INDICATED ALLOWABLE BEARING IS NOT ATTAINABLE AT ELEVATIONS SHOWN ON THE DRAWINGS, THE ARCHITECT/ENGINEER SHALL BE NOTIFIED IMMEDIATELY
- BEARING SHALL BE ON VIRGIN UNDISTURBED SOILS OR IF FILL IS REQUIRED SHALL BE APPROVED FOR USE BY AN APPROVED TESTING LABORATORY AND SHALL BE COMPACTED IN ACCORDANCE WITH APPROPRIATE ASTM STANDARDS TO OBTAIN THE REQUIRED ALLOWABLE BEARING PRESSURE

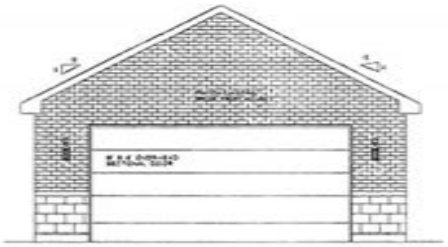
CONCRETE AND REINFORCEMENT
- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE BUILDING CODE 1ACI 318) AND WITH SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301), LATEST EDITIONS.
- ALL CONCRETE SHALL OBTAIN THE FOLLOWING 28 DAY ULTIMATE COMPRESSIVE STRENGTHS:
  FOOTINGS, FOUNDATION WALLS PIERS, 3000 PSI NORMAL WEIGHT
  SLABS ON GRADE 4000 PSI NORMAL WEIGHT
- REINFORCEMENT GRADES: BAR REINFORCEMENTS SHALL CONFORM TO ASTM A615, GRADE 60. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
- CALCIUM CHLORIDE OR ADMIXTURES CONTAINING MORE THAN 1% SHALL NOT BE PERMITTED IN ANY CONCRETE.
- ALL CONCRETE SUBJECTED TO FREEZE-THAW SHALL BE AIR ENTRAINED.
- UNIT WEIGHTS OF CONCRETE WALL PLACEMENTS TO BE 150#
- CONCRETE FLOOR SLABS SHALL HAVE CONTROL JOINTS AT 0 FEET ON CENTERS MAXIMUM EACH DIRECTION.
- CONCRETE JOINTS SHALL BE DEFINED AT TOP DEPTH WITH A 1/8"X1/2" BEVELED FORM. HOLD ALL JOINT 1/2 CLEAR OF ALL JOINTS.
- 6" PVC CENTERBULB WATERSTOPS SHALL BE PLACED IN ALL CONSTRUCTION JOINTS EXCEPT AT SUPPORTED CONCRETE SLABS AND WHERE SHOWN ON THE DRAWINGS

STRUCTURAL STEEL
- ASTM A36 FOR ALL MISCELLANEOUS STEEL
- ALL WELDING ELECTRODES SHALL BE E-70XX AND SHALL BE DONE BY WELDERS QUALIFIED IN ACCORDANCE WITH AWS STANDARDS AND RECOMMENDATIONS.
- ALL STEEL SHALL BE FABRICATED, DETAILED, AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS, AND WITH THE AISC CODE OF STANDARD PRACTICE

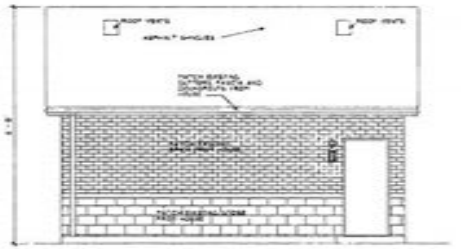
MASONRY
- ALL MASONRY TO COMPLY WITH BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURE (ACI 530) AND BUILDING CODE REQUIREMENTS FOR ENGINEERED BRICK MASONRY (ACI 531).
- MASONRY MATERIALS SHALL CONFORM TO LATEST EDITION OF THE FOLLOWING ASTM SPECS:
  BRICK: ASTM C62 (COMMON BRICK) AND C216 (FACE BRICK), MINIMUM COMPRESSIVE STRENGTH= 3000 PSI
  MORTAR: ASTM C270 TYPE N WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 750 PSI
- CALCIUM CHLORIDE AND/OR ADMIXTURES CONTAINING SALTS SHALL NOT BE INCLUDED IN MORTAR OR GROUT MIX.
- NO EXTERIOR MASONRY SHALL BE LAID WHEN AIR TEMPERATURE IS LESS THAN 40 DEGREES UNLESS RECOMMENDATIONS APPROVED BY THE INTERNATIONAL MASONRY INDUSTRY ALL WEATHER COUNCIL

WOOD
- ALL WOOD CONSTRUCTION SHALL COMPLY WITH THE "NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS), LATEST EDITION.
- ALL FRAMING MEMBERS SHALL BE SPRUCE-PINE-FIR OR BETTER UNLESS NOTED OTHERWISE. OF THE FOLLOWING GRADES:
  JOISTS/RAFTERS ..... NO. 2
  STUDS ..... STUD
- ALL CONCRETE MICROLLAM ENGINEERED WOOD TO HAVE FB= 2.0 KSI, E= 1900 KSI, FV=
- PARALLAM ENGINEERED WOOD TO HAVE FB= 2.9 KSI, E= 2000 KSI, FV=
- ROOF SHEATHING TO BE EXTERIOR PLYWOOD (APA RATED EXPOSURE 1) BLOCKED AND NAILED AT ALL EDGES WITH 8D NAILS AT 6" O/C CENTERS AND AT 12" O/C CENTERS AT ALL INTERMEDIATE ROOF TRUSSES, TYP. U.N.O.
- ALL NAILING AND FASTENING TO BE PER APPLICABLE CODES, TYP. U.N.O.
- LIMIT TOTAL ROOF TRUSS DEFLECTION TO L/240
- PROVIDE ROOF TRUSS SHOP DRAWINGS FROM TO FABRICATOR.
- ALL EXTERIOR METAL CONNECTORS TO BE GALVANIZED PER THE REQUIREMENTS OF ASTM A153 G185

COORDINATION
- ALL DIMENSIONS SHOWN ON THE DRAWINGS SHALL BE CHECKED BY THE GENERAL CONTRACTOR AND ANY DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY TO THE ARCHITECT/ENGINEER
- THE INFORMATION CONTAINED IN THE STRUCTURAL DRAWINGS IS IN ITSELF INCOMPLETE AND NOT UNLESS USED IN CONJUNCTION WITH ALL OF THE CONTRACT DOCUMENTS AND ALL SPECIFICATIONS, TRADE PRACTICES, APPLICABLE STANDARDS, CODES, ETC. INCORPORATED THEREIN BY REFERENCE



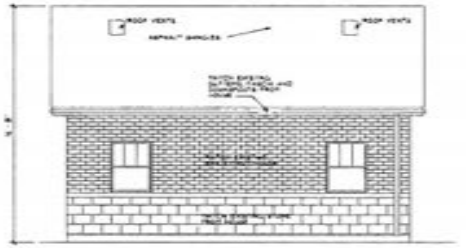
EAST ELEVATION
SCALE 1/4" = 1'-0"



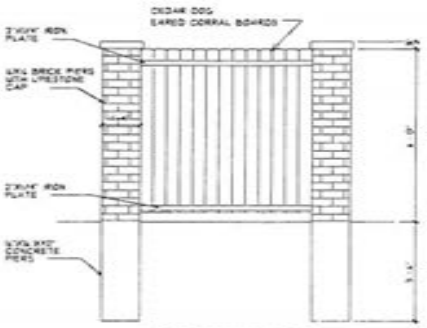
NORTH ELEVATION
SCALE 1/4" = 1'-0"



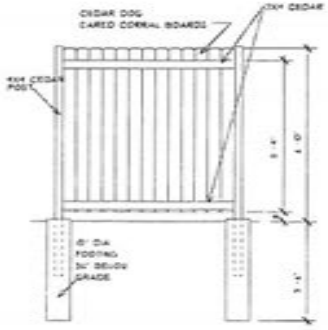
WEST ELEVATION
SCALE 1/4" = 1'-0"



SOUTH ELEVATION
SCALE 1/4" = 1'-0"



WOOD FENCE WITH BRICK PIERS DETAIL
SCALE 1/2" = 1'-0"



WOOD FENCE DETAIL
SCALE 1/2" = 1'-0"

RECEIVED
JUL 25 2013
LINCOLNWOOD
COMMUNITY DEVELOPMENT

SCOPE:
NEW REAR 2 1/2 CAR GARAGE WITH FENCE

RAMON CONTRERAS ARCHITECT
CHICAGO IL 60634
TEL 773 287-0217
FAX 773 282-0284

REVISIONS
1
2

LEKO RESIDENCE
6847 N. KEELER
LINCOLNWOOD, IL

2013-1
RC
A-2
3/4"=1'-0"
OF TWO

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Tom Leko (***"Owner"***) is the record title owner of that certain property located in the R-3 Residential District, commonly known as 6849 North Keeler Avenue, in the Village (***"Property"***); and

WHEREAS, Ordinance No. 2013-_____, adopted by the Village President and Board of Trustees on _____, 2013 (***"Ordinance"***), grants a variation from "The Village of Lincolnwood Zoning Ordinance" to permit the construction of a detached garage 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 approval does 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.

Dated: July 31, 2013

TOM LEKO



Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO:10**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Approving a Height and Location Variation from Section 3.13(11)h of the Zoning Code to Permit a Fence Located at 3848 West Loyola Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
At the July 16, 2013 Village Board meeting, the Village Board considered a recommendation by the Zoning Board of Appeals (ZBA) concerning a request by property owner Swamy Nagubadi for height and location variations from Section 3.13(11)h of the Zoning Code Ordinance in order to allow a new fence at the rear of the existing single-family residence at 3848 West Loyola Avenue. The ZBA at their June 19, 2013 meeting recommended, by a vote of 6-0, that the requested fence variations be approved.

The Village Board considered the ZBA recommendation and concluded that the requested variations for the proposed fence are reasonable and appropriate.

At the July 16, 2013 Village Board meeting, by a 4-0 vote, the Village Board moved to direct the Village Attorney to prepare the requisite Ordinance approving the fence variations to construct the proposed fence in the rear yard of the existing single-family residence. Attached for consideration is the proposed Ordinance prepared by the Village Attorney consistent with the direction of the Village Board.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance

RECOMMENDED MOTION:
Move to approve an Ordinance granting variations from the fence height and fence location regulations for corner lots for the property located at 3848 West Loyola Avenue.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

AN ORDINANCE GRANTING VARIATIONS
FOR THE CONSTRUCTION OF A FENCE

(3848 West Loyola Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF AUGUST, 2013.

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 August, 2013

_____
Village Clerk

AN ORDINANCE GRANTING VARIATIONS
FOR THE CONSTRUCTION OF A FENCE

(3848 West Loyola Avenue)

WHEREAS, Swamy Nagubadi (***"Owner"***) is the record title owner of that certain property located in the R-3 Residential District (***"R-3 District"***), commonly known as 3848 West Loyola 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 single-family residential structure and a detached garage; and

WHEREAS, pursuant to Section 3.13(11)(h) of "The Village of Lincolnwood Zoning Ordinance," as amended (***"Zoning Ordinance"***), the maximum height of a fence located in a corner side yard on a property in a residential district is four feet; and

WHEREAS, pursuant to Section 3.13(11)(h) of the Zoning Ordinance, fences in corner side yards on a property in a residential district may be located only to a line which is perpendicular to the rear face of the residence and shall align with the front facing façade of the residence; and

WHEREAS, the Owner desires to construct a six-foot-tall fence in the corner side yard of the Property (***"Proposed Fence"***), which Proposed Fence will be located beyond a point perpendicular to the rear face of the residence and will not align with the front facing façade of the residence on the Property, in violation of the maximum fence height and fence location regulations set forth in Section 3.13(11)(h) of the Zoning Ordinance; and

WHEREAS, in order to construct the Proposed Fence, the Owner has filed an application for variations from the maximum fence height and fence location regulations set forth in Section 3.13(11)(h) of the Zoning Ordinance (***"Requested Variations"***); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("***ZBA***") of the Village of Lincolnwood to consider approval of the Requested Variations was duly advertised in the *Lincolnwood Review* on May 30, 2013 and held on June 19, 2013; and

WHEREAS, on June 19, 2013, 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 meets the required standards for variations as set forth in Section 3.11(24) and Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to 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 Section 3.11(24) and Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the Village President and Board of Trustees hereby grant the following variations from the Zoning Ordinance for the Property:

A. Fence Height. A variation from Section 3.13(11)(h) of the Zoning Ordinance to increase the maximum fence height allowed for the Proposed Fence on the Property, from four feet to six feet.

B. Fence Location. A variation from Section 3.13(11)(h) of the Zoning Ordinance to permit the Proposed Fence to be located beyond a line perpendicular to the rear face of the residence, and to not align with the front facing façade of the residence on the Property.

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 are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Fence and the Property in compliance with each and all of the following conditions:

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

B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Fence and the Property must comply with the Plat of Survey/Site Plan, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (***"Plan"***).

C. Location of Proposed Fence. The Proposed Fence must not be located less than 12 feet from the property line of the Property that abuts the Proesel Avenue right-of-way, as depicted in the Plan.

D. Limitation of Variations. The variations granted in Section Two of this Ordinance apply and are limited only to the Proposed Fence, as depicted in the Plan. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Proposed Fence without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.

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

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are 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 variations granted in Section Two of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the variations granted in Section Two of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-3 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 variations 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 are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

A. This Ordinance will become effective only upon the occurrence of all of the following events:

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

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

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

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

PASSED this __ day of August, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this ___day of _____, 2013.

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

ATTESTED and FILED in my office this
_____ day of _____, 2013

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 11 IN LOYOLA AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF LOT 26 IN JOHN PROESEL ESTATE PARTITION AND OF BLOCK 1 AND VACATED ALLEYS IN CRAWFORD DEVON SUBDIVISION FIRST ADDITION OF LOTS 25, 27, TO 31 IN PROESEL ESTATE PARTITION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 3848 West Loyola Avenue, Lincolnwood, Illinois.

PIN: 10-35-318-026-0000

EXHIBIT B

PLAN

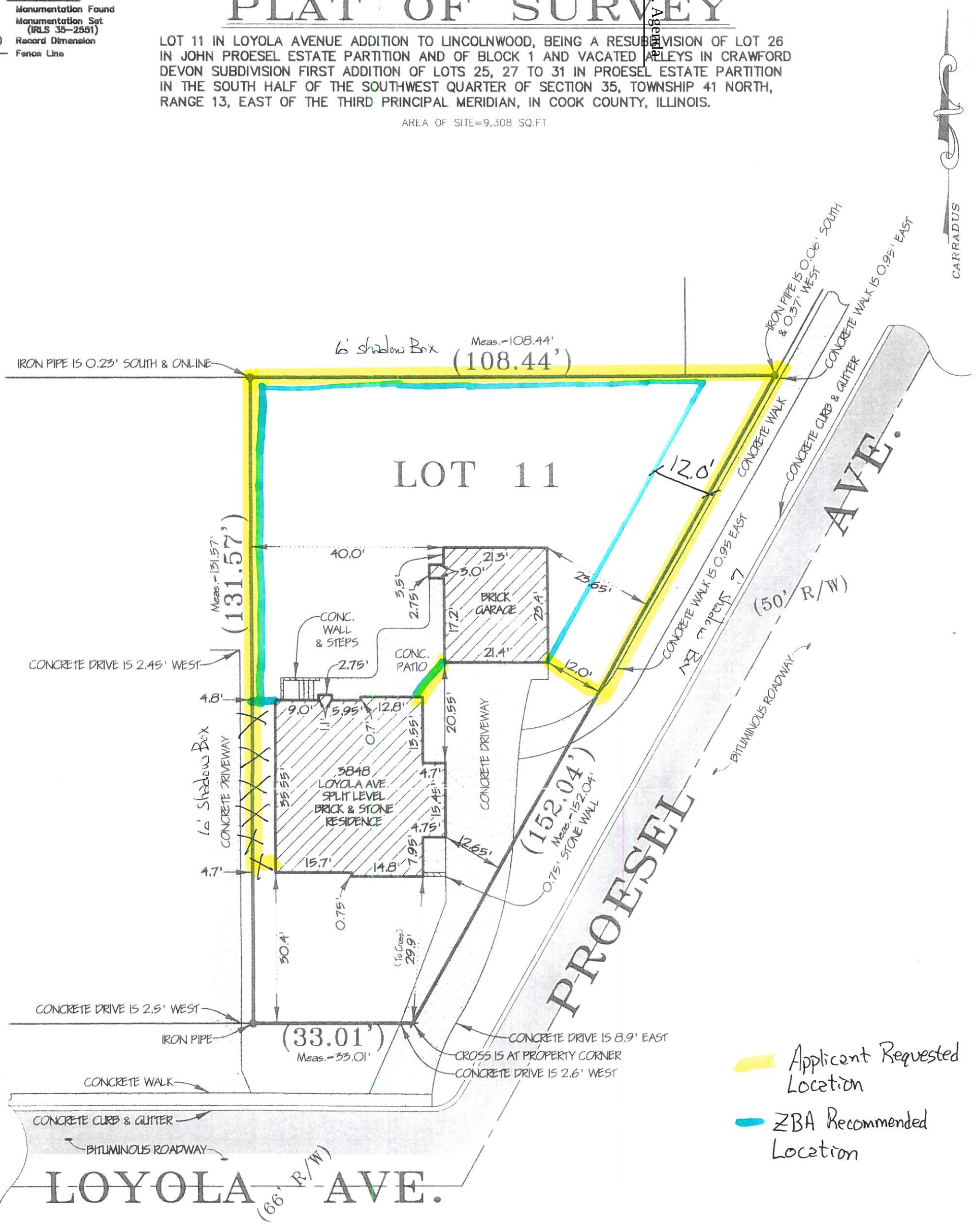
Re: V.B. Agenda

PLAT OF SURVEY

LEGEND
- Monumentation Found
- Monumentation Set (IRLS 35-2551)
- (50') Record Dimension
- —x— Fence Line

LOT 11 IN LOYOLA AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF LOT 26 IN JOHN PROESEL ESTATE PARTITION AND OF BLOCK 1 AND VACATED ALLEYS IN CRAWFORD DEVON SUBDIVISION FIRST ADDITION OF LOTS 25, 27 TO 31 IN PROESEL ESTATE PARTITION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA OF SITE=9,308 SQ.FT



Applicant Requested Location

ZBA Recommended Location

ANGLE ON THE SOUTHWEST CORNER OF THE SITE IS 89°47'53"

ALLEN D. CARRADUS 35-2551 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WHEATON, ILLINOIS

NOTES
1. All distances shown hereon are in feet and decimal parts thereof corrected to 68° F. Distances shown along curved lines are Arc Measurements unless otherwise noted.
2. Compare the Legal Description, Building Lines, and Easements as shown hereon with your Deed, Title Insurance Policy or Title Commitment.
3. Consult local authorities for additional setbacks and restrictions not shown hereon.
4. Compare all survey points and report any discrepancies immediately.
5. Consult utility companies and municipalities prior to the start of any construction.
6. Dimensions to and along buildings are exterior foundation measurements.
7. Do Not Assume distances from scaled measurements made hereon.

STATE OF ILLINOIS) SS
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE SURVEYED THE PROPERTY AS DESCRIBED HEREON AND THAT THE ANNEXED PLAT IS A CORRECT AND TRUE REPRESENTATION THEREOF, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SIGNED AND SEALED AT WHEATON, ILLINOIS THIS 5th DAY OF December, A.D. 2012

BY Allen D. Carradus, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551. MY LICENSE EXPIRES NOVEMBER 30, 2014.

ALLEN D. CARRADUS LAND SURVEYOR
Residential & Commercial Land Surveying Services
108 W. Liberty Drive, Wheaton, Illinois 60187
(630) 588-0416 (Fax) 653-7682

PREPARED FOR:				
LAW OFFICE OF DEBRA B. YALE				
DRAWN BY: CMG	DATE OF FIELD WORK: 12/05/12	SCALE: 1" = 20'	FLD.BK. - PAGE 311-14	PROJECT NO. 24469

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Swamy Nagubadi (***"Owner"***) is the record title owner of that certain property located in the R-3 Residential District, commonly known as 3848 West Loyola Avenue, in the Village (**"*Property*"**); and

WHEREAS, Ordinance No. 2013-_____, adopted by the Village President and Board of Trustees on _____, 2013 (***"Ordinance"***), grants variations from "The Village of Lincolnwood Zoning Ordinance" to permit the construction of a fence 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 has filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

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

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

4. The Owner 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.

Dated: August 2, 2013

SWAMY NAGUBADI

Swamy Nagubadi

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 11**

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 6427 North Kenton Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The petitioner, Anthony Youseph, on behalf of Emilita C. Co, the property owner, is seeking approval of a side yard setback variation in order to construct a second-story addition to the single family home located at 6427 North Kenton Avenue. This property is within the R2 Residential Zoning District.

The proposed second-story addition would be located on the south end of the property above the existing attached garage. This proposed addition will match the existing setback of 5.1 feet. The existing home was constructed in approximately 1957 with the subject side yard setback at the current setback distance of 5.1 feet. The Zoning Code now requires this property to have a side yard setback of six feet six inches.

A search of Village action within the past three years found nine 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 July 17, 2013, 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. Youseph stated that the second floor addition is designed to match the existing garage. Mr. Youseph added that matching the existing garage is the best design and construction method.

Mr. William Hayes and his wife Mrs. Karen Hayes, of 6415 North Kenton Avenue, were present to object to the requested variation. Mr. Hayes described the objections that were outlined in a letter provided to the ZBA and dated July 12, 2013. Mr. Hayes indicated his opposition to any addition at the property is due primarily to flooding concerns. Another neighbor, Jeff Worley, of 6416

North Kenton Avenue, was also present to object to the variation. Mr. Worley shared most of the objections made by Mr. and Mrs. Hayes.

The ZBA deliberated the requested variation and the testimony received by neighbors and concluded that the request met the standards to approve variations. By a 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 July 17, 2013 (Draft)
3. ZBA Report July 17, 2013 Excerpt
4. Zoning Board of Appeals Packet – July 17,2013
    a. Staff Report to ZBA
    b. Application for Residential Variation
    c. Zoning Calculation Sheet
    d. Plat of Survey
    e. Site Plan
    f. Building Elevations and Floor Plans
5. Letter of Opposition from William P. Hayes

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 six feet six inch side yard setback for the property located at 6427 North Kenton Avenue.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

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

(6427 North Kenton Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF AUGUST, 2013.

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 August, 2013

_____
Village Clerk

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

(6427 North Kenton Avenue)

WHEREAS, Ms. Emelita C. Co (***"Owner"***) is the record title owner of that certain property located in the R-2 Residential District (***"R-2 District"***), commonly known as 6427 North Kenton 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 six feet six inches; and

WHEREAS, the Owner desires to construct a 204-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 5.1 feet from the south 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 June 27, 2013 and held on July 17, 2013; and

WHEREAS, on July 17, 2013, 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 hereby grant a variation from Section 4.11 of the Zoning Ordinance to decrease the minimum south side yard setback for the Structure and the Proposed Addition, from six feet six inches to 5.1 feet.

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 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 Structure, the Proposed Addition, and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Structure, the Proposed Addition, and the Property must comply with the following plans, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (collectively, ***"Plans"***):

1. That certain Site Plan consisting of one sheet and dated June 16, 2013; and

2. Those certain Building Plans prepared by NK Architect, consisting of two sheets, and dated June 16, 2013.

C. Modifications to Downspouts. Prior to the issuance of a certificate of occupancy for the Proposed Addition, the Owner must: (1) permanently reroute the downspouts currently located on the southerly elevation of the Structure to be directed to the front or rear yards of the Property; and (2) permanently cap the existing downspout connections to the perimeter drain of the Structure.

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

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

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are 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 will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section Two of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-2 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the 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 are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

A. This Ordinance will become effective only upon the occurrence of all of the following events:

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

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

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

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

PASSED this ___ day of August, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this ___ day of August, 2013.

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

ATTESTED and FILED in my office this
_____ day of _____, 2013

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

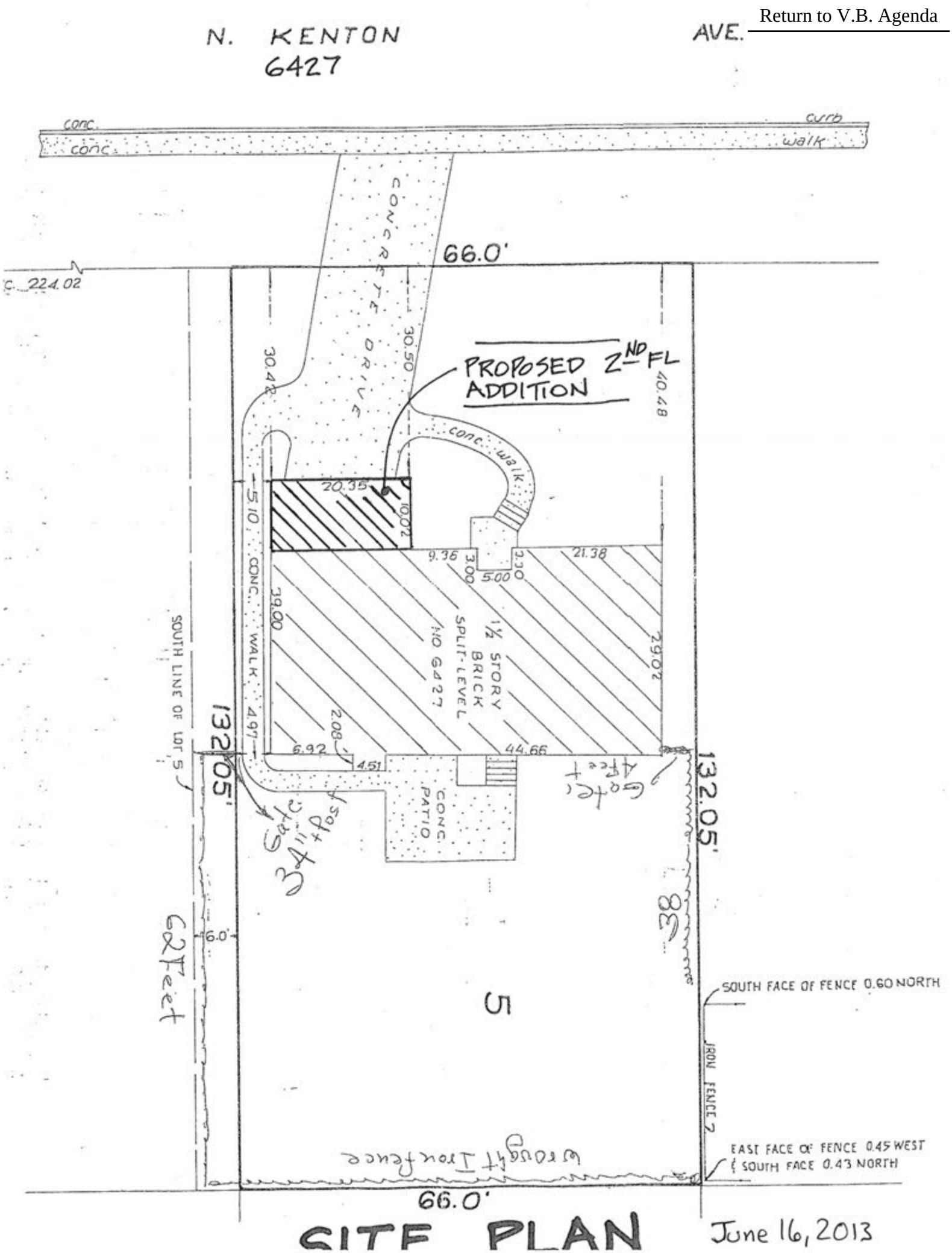
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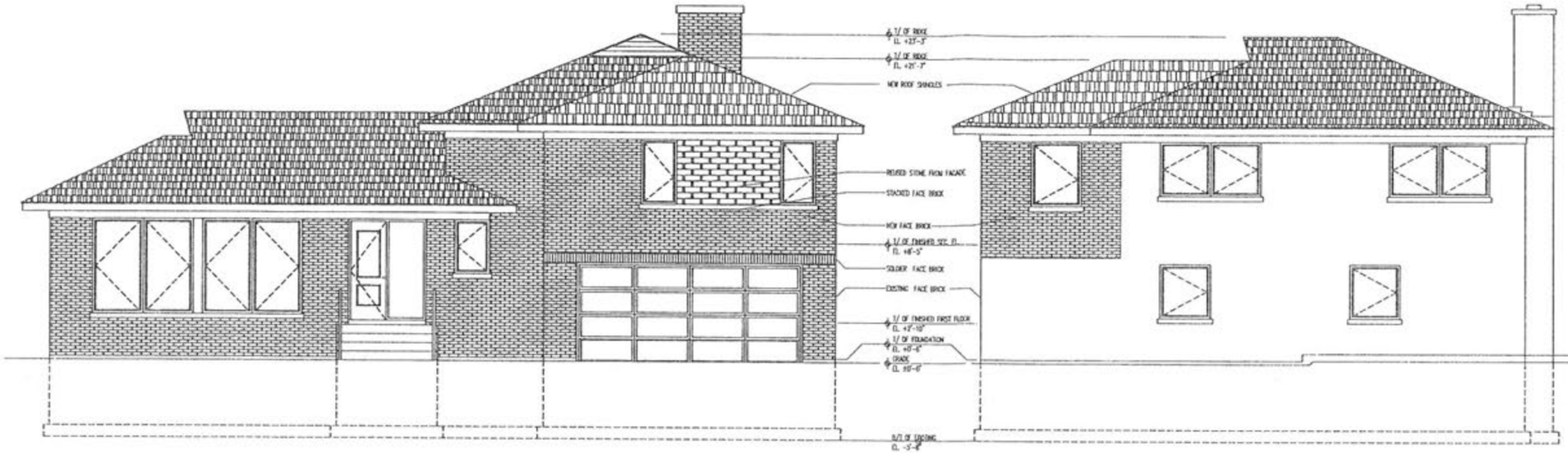
Commonly known as: 6427 North Kenton Avenue, Lincolnwood, Illinois.

PIN: 10-34-328-021-0000

EXHIBIT B

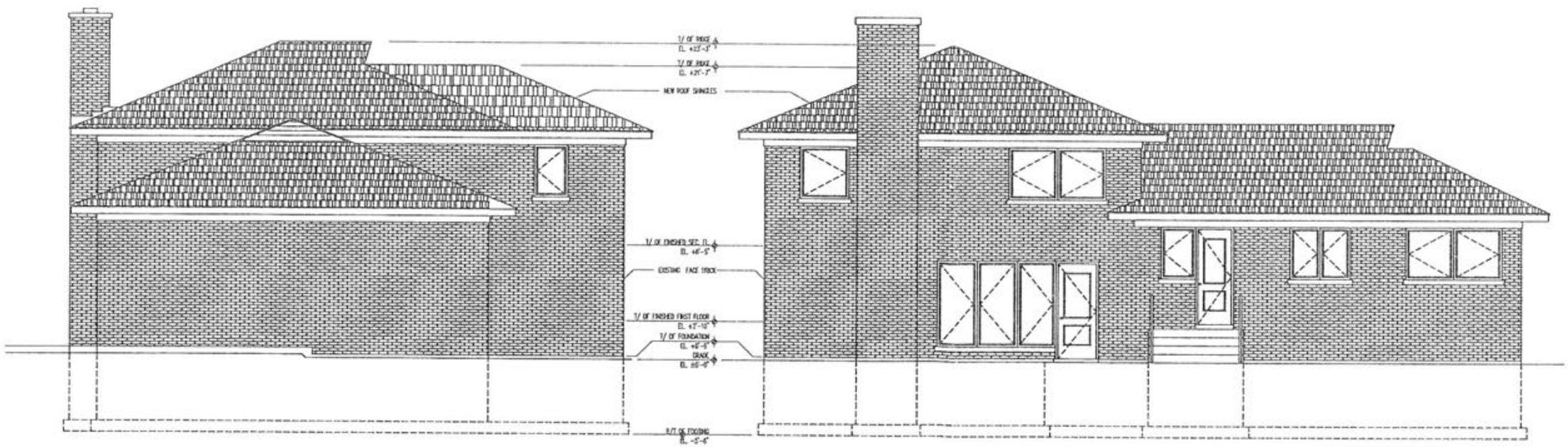
PLANS


N. KENTON AVE.
6427
conc.
conc.
curb
walk
CONCRETE DRIVE
66.0'
C. 224.02
30.42
30.50
40.48
PROPOSED 2ND FL ADDITION
conc. walk
20.35
10.02
5.10
CONC. WALK 4.97
9.36
3.00
2.20
5.00
21.38
29.02
39.00
1½ STORY BRICK SPLIT-LEVEL
NO 6427
2.08
6.92
4.51
44.66
CONC. PATIO
Gate
Gate
SOUTH LINE OF LOT 5
132.05'
132.05'
6.0'
62 Feet
38
5
SOUTH FACE OF FENCE 0.60 NORTH
IRON FENCE
EAST FACE OF FENCE 0.45 WEST & SOUTH FACE 0.43 NORTH
wrought iron fence
66.0'
SITE PLAN
June 16, 2013



WEST ELEVATION
SCALE: 1/4"=1'-0"

SOUTH ELEVATION
SCALE: 1/4"=1'-0"



NORTH ELEVATION
SCALE: 1/4"=1'-0"

EAST ELEVATION
SCALE: 1/4"=1'-0"

2ND FLOOR ROOM ADDITION
TO A SINGLE FAMILY RESIDANCE
AT
8427 N KENTON AVE.
LINCOLNWOOD, IL 60712

NK Architect

Nathan Krleka
P.O.Box 8421
NORTHFIELD, IL 60093
Tel. 847-983-8383
Fax. 847-715-9872

THESE DRAWINGS AND SPECIFICATIONS ARE PROPERTY OF NK ARCHITECT, WERE PREPARED FOR USE ON THIS SPECIFIC SITE AND FOR A SPECIFIC DATE, AND SHALL NOT BE COPIED, OR REPRODUCED IN ANY FORM OR MEANS AVAILABLE WITHOUT WRITTEN AUTHORIZATION. UNAUTHORIZED USE IS NOT ALLOWED. IT IS FURTHER ASSUMED PRIOR OF DRAWINGS USE, ALL FEES HAVE BEEN PAID IN FULL. FAILURE TO DO SO, THE USER WILL BE RESPONSIBLE FOR ALL COURT COST AND LEGAL FEES.

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT, UNDER THE LAWS OF THE STATE OF ILLINOIS THEY ARE IN COMPLIANCE WITH ALL APPLICABLE CODES INCLUDING THE ENVIRONMENTAL BARRIERS ACT (410-ILCS) AND THE ILLINOIS ACCESSIBILITY CODE (71 ILL. ADM. CODE 400), AS SIGNED BY MY HAND AND SEAL.

ARCHITECT/ENGINEER OF RECORD DATE

PROJECT CONSULTANTS

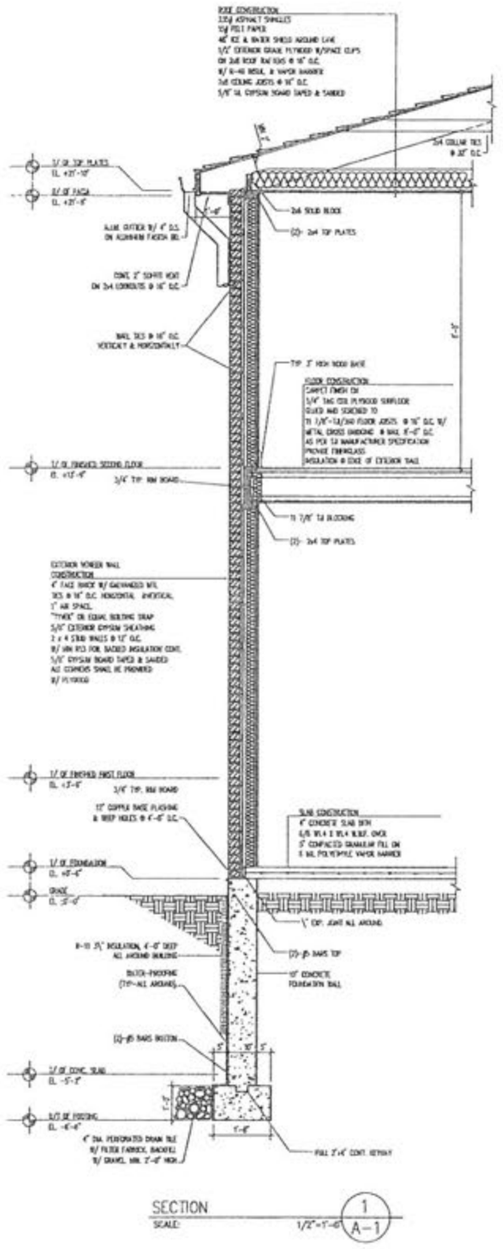
June 16, 2013

REVISION/ISSUE

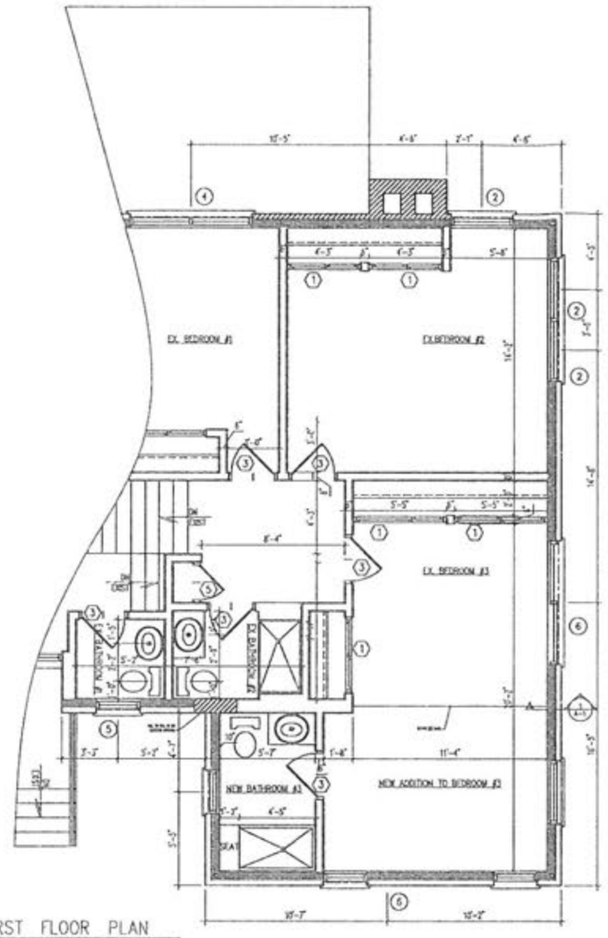
NO. DESCRIPTION DATE

SHEET TITLE

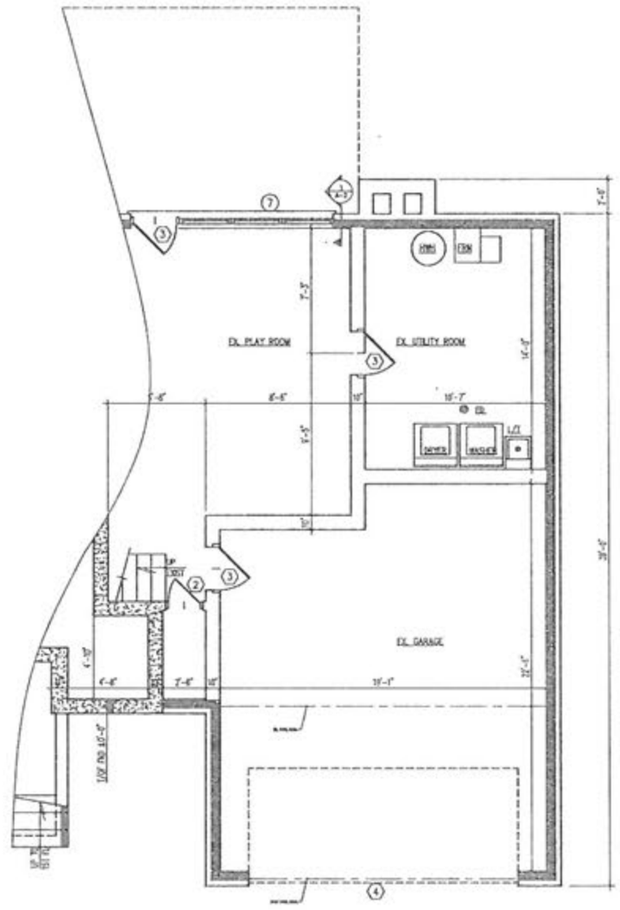
PROJECT MANAGER
PRINCIPAL IN CHARGE
PROJECT ARCHITECT/ENGINEER
DRAWN BY
CHECKED BY
SHEET NUMBER



SECTION
SCALE: 1/2"=1'-0" 1/A-1



EX. FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



EX. BASEMENT PLAN
SCALE: 1/4"=1'-0"

WALL CONSTRUCTION

FOUNDATION WALL CONSTRUCTION
12" CONCRETE WALL

EXTERIOR WALL CONSTRUCTION TYP.
4" FACE BRICK
W/ GALVANIZED MTL TIES @ 16" O.C. HORIZONTAL & VERTICAL
1" AIR SPACE,
"TYVEK" OR EQUAL BUILDING WRAP
5/8" EXTERIOR GYPSUM SHEATHING
2 x 4 STUD WALLS @ 16" O.C.
W/ R-13 FOR FACED INSULATION CONT.
5/8" GYPSUM BOARD TAPED & SANDED

TYP. INTERIOR PARTITIONS CONSTRUCTION
2" x 4" WOOD STUDS @ 16" O.C.
WITH 5/8" GL GYPSUM BOARD ON BOTH SIDES.
PROVIDE ACUSTICAL INSULATION IN BATHROOM WALLS

(S) SMOKE DETECTOR NOTE:
IN EACH FLOOR PROVIDE SMOKE DETECTOR WITH IN 15' OG EACH BEDROOM A HARD WIRE INTERCONNECTED BATTERY BACK UP DEDICATED CIRCUIT

(CO) CARBON MONOXIDE DETECTOR ITON HARD WIRED

2ND FLOOR ROOM ADDITION
TO A SINGLE FAMILY RESIDANCE
AT
6427 N KENTON AVE.
LINCOLNWOOD, IL 60712

NK Architect

Nathan Krinko
P.O.Box 8421
NORTHFIELD, IL 60093
Tel. 847-983-8383
Fax. 847-715-9672

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I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT, UNDER THE LAWS OF THE STATE OF ILLINOIS. THEY ARE IN COMPLIANCE WITH ALL APPLICABLE CODES INCLUDING THE ENVIRONMENTAL BARRIERS ACT (410-4.CS) AND THE ILLINOIS ACCESSIBILITY CODE (71 IL. ADM. CODE 400), AS SIGNIFIED BY MY HAND AND SEAL.

ARCHITECT/ENGINEER OF RECORD DATE

PRIVATE CONSULTANTS

June 16, 2013

NO.	DESCRIPTION	DATE

ISSUED FOR:

PROJECT MANAGER
PRINCIPAL IN CHARGE
PROJECT ARCHITECT/ENGINEER
DRAWN BY
CHECKED BY
SHEET NUMBER

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Ms. Emelita C. Co (***"Owner"***) is the record title owner of that certain property located in the R-2 Residential District, commonly known as 6427 North Kenton Avenue, in the Village (**"*Property*"**); and

WHEREAS, Ordinance No. 2013-_____, adopted by the Village President and Board of Trustees on August __, 2013 (***"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 has filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

Dated: 8/13, 2013

EMILITA C. CO

Emilita C. Co

Exhibit C

MINUTES OF JULY 17, 2013
MEETING OF THE LINCOLNWOOD
ZONING BOARD OF APPEALS (ZBA)

The regular meeting of the Zoning Board of Appeals was called to order on July17, 2013 at 7:00 p.m. In attendance were Paul Gordon, Paul Grant, Christopher Martel, Christopher Nickell, Kathy O'Brien, Herbert Theisen and S.J. Malkin.

Also present: Community Development Manager/Zoning Officer Aaron Cook

Chairman Malkin then called for any comments or corrections regarding the minutes of the last ZBA meeting on June 19, 2013 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 Emelia C. Co for variation from Article IV, Section 4.11 of the Zoning Code to permit a proposed second floor addition to encroach into the required side yard on property at 6427 N. Kenton Avenue. After discussion, by a vote of 7 to 0, ZBA recommended that the requested variation be granted so as to permit the south wall of the proposed second floor addition to be flush with the south wall of the existing garage (being approximately 5.1 feet from the south property line), subject however to the condition that the downspouts on the south elevation of the residence be permanently routed to the front or rear yards and that the existing downspout connections to the perimeter drain tile be permanently capped, all subject to approval by the Village engineer.

(For details, see report filed by Chairman Malkin)

Chairman Malkin then announced that the next meeting of ZBA will be held on August 21, 2013.

There being no further business, on motion duly made and seconded, by unanimous consent the meeting was adjourned.

Sherwin J. Malkin, Chairman

Report of the Zoning Board of Appeals (ZBA) to the Village Board

Date of ZBA meeting: July 17, 2013

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

Also present: Development Manager/Zoning Officer Aaron Cook

Application of Emelia C. Co for variation from Article IV, Section 4.11 of the the Zoning Code to permit a proposed second floor addition to encroach into the required side yard on property at 6427 N. Kenton Avenue

Anthony Youseph appeared on behalf of Applicant.

Nature of the Application

Applicant seeks to add a second floor addition above the existing attached garage. The south elevation of the garage (which is attached to the residence) is setback approximately 5.1 feet from the interior side lot line. The south wall of the proposed second floor addition would be flush with the south wall of the existing garage.

Issue Presented for Review

Article IV, Section 4.11 of the Zoning Code provides that a side yard setback shall be 10% of the lot width, which in this case would be 6.6 feet. The proposed second floor addition would be approximately 5.1 feet from the south property line. The issue, therefore, is whether Applicant has demonstrated a sufficient hardship so as to justify the requested side yard variation.

Conclusion and Recommendation of ZBA

At the outset, Chairman Malkin noted that on July 18, 2012 and April 18, 2012 ZBA recommended a similar side yard variation involving a second floor addition on the properties, respectively, at 7227 N. Kenneth and 6716 N. Nokomis, and on November 16, 2011 ZBA recommended a side yard variation to permit construction of a deck which was flush with the wall of the existing residence on the property at 6620 N. Drake, all of which recommendations were approved by the Village Board. All three of those variations involved substantial encroachment on the side yard setback. Zoning Officer Aaron Cook stated that the proposed second floor addition complied with the Zoning Code in all other respects.

One of Petitioner's neighbors, William P. Hayes who resides at 6415 N. Kenton, submitted a letter to the Zoning Officer (a copy of which is attached to this report) which objected to the proposed variation. Mr. Hayes, along with his wife Karen Hayes and another neighbor, Jeff Worley, also appeared at the hearing to orally present their objections. However, the objectors acknowledged that their primary objection was to the construction of the second floor addition and, on questioning by Chairman Malkin, could not explain how the 1.5 foot setback variation

requested by Petitioner would cause the problems which they predicted by virtue of the second floor addition itself. It was pointed out to the objectors that the Zoning Code permitted the proposed second floor addition and a rejection of the proposed setback could not prevent that addition from being constructed.

After discussion, all of the ZBA members concurred that the requested variation is advisable from an architectural and structural standpoint, and that the precedents in the previously noted cases should govern in the present case. However, Member Kathy O'Brien felt that approval of the variation should be conditioned upon appropriate routing of the downspouts on the south elevation of the residence so as to avoid excessive rainwater runoff onto the adjoining property, to which all of the Members agreed. Accordingly, by a vote of 7 to 0, ZBA recommends that the requested variation be granted so as to permit the south wall of the proposed second floor addition to be flush with the south wall of the existing garage (being approximately 5.1 feet from the south property line), subject however to the condition that the downspouts on the south elevation of the residence be permanently routed to the front or rear yards and that the existing downspout connections to the perimeter drain tile be permanently capped, all subject to approval by the Village engineer.

S.J. Malkin, Chairman

Staff Report
Zoning Board of Appeals
July 17, 2013

Subject Property:
6427 North Kenton Avenue

Zoning District: R2 Residential

Petitioner: Anthony Youseph, on Behalf of Emelita C. Co - 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 above the existing garage of the single-family home. The requested variation to permit the second story addition to encroach into the required side yard.

Notification: Notice in Lincolnwood Review dated June 27, 2013, Public Hearing Sign Installed at 6427 North Kenton Avenue, and Mailed Legal Notices Dated June 24, 2013 to Properties within 250 Feet.

Summary of Request

The subject property is 66 feet wide and as per the Zoning Code the side yard setback is 6.6 feet (10% of the lot width). The applicant seeks approval to add a second floor addition above the area of the existing garage. The existing garage portion of the home (south elevation) is setback approximately 5.1 feet from the interior side lot line. The property owner proposes a second story addition to match the existing setback of the attached garage. Aside from encroaching into the required side yard setback the addition complies with all other bulk regulations including but not limited to floor area ratio and building height.

Related Village Action

The Village in the past four 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 nine requests for relief from side yard setback requirements, which resulted primarily from the existing home encroaching into the

required setback. Most recently in July 2012 the Village approved an interior side yard setback variation to permit a second story addition above an existing garage for the property at 7227 North Kenneth Avenue. The Village granted a variation to permit the addition to match the existing garage setback 4.9 feet rather than the required 6.6 foot interior side yard.

Pertinent Property Information – The existing single-family home was constructed in or around 1957. It appears in 1999 the property owner filed for a permit to construct an addition to the rear of the existing home. That addition was not constructed. A search of Village records resulted in no additional records or information regarding the subject property pertinent to this request.

Conclusion

The property owner is seeking a variation in order to allow a second story addition above the existing garage of the existing single-family home. The requested variation is to permit the second story addition to match the garage setback within the required interior side yard setback.

Documents Attached

1. Residential Zoning Variation Application
2. Zoning Calculations Sheet
3. Plat of Survey
4. Site Plan
5. Building Elevations and Floor Plans

VILLAGE OF LINCOLNWOOD — Public Hearing Application
Community Development Department — Variations

Property Address: 6427 N KENTON 60712

Permanent Real Estate Index Number(s): 10-34-328-021-0000

Zoning District _____ Lot Area: 8715

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

S.F.R. FENCE PATIO

Are there existing development restrictions affecting the property? ___ Yes X No
(*Examples: previous variations, conditions, easements, covenants*)

If yes, describe: _____

- [x] Variation – Residential
- [ ] Variation – Non-Residential
- [ ] Variation – Off-Street Parking
- [ ] Variation – Design Standards
- [ ] Variation – Signs/Special Signs
- [ ] Minor Variation
- [ ] Other

Describe the Request and Project: 20' X 10' 2ND FLOOR ADDITION ABOVE EXISTING GARAGE.

Property Owner(s):

Name: (List all beneficiaries if Trust): EMERITA C CO

Address: 6427 N KENTON

Telephone: (847) 6772445 Fax: (847) 708 6606040 E-mail Address: emelitaconcl@yahoo.com

Petitioner (*if different from owner*):

Name: Anthony Youseph Relationship to Property: contractor & friend

Address: 9621 Tripp Ave, Skokie IL 60076

Telephone: (773)230-1062 Fax: (847) 982-9038 E-mail Address: tonyinedina@hotmail.com

Check all documents that are attached:

Plat of Survey	✓
Site Plan	✓ SAME
Proof of Ownership	✓
Floor Plans	✓
Elevations	✓
Applicable Zoning Worksheet	
Photos of the property	✓
PDF files of all drawings	

For Office Use Only

Fee: _____ Deposit: _____

Date Received: _____

Checked By: _____

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

_____

_____

_____

_____

_____

**The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

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: EMELITA C. CO

Address: 6427 N. KENTON

City, State: LINCOLNWOOD, IL 60712

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

Emelita C.Co — Signature

6/16/2013 — Date

EMELITA C. CO — PRINT NAME

PETITIONER *(If different than property owner)*

[signature] — Signature

06/16/2013 — Date

Anthony Yousef — PRINT NAME

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 variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

THE PROPOSED REQUEST IS FOR AN ADDITION AT A SINGLE-FAMILY RESIDENCE. THE LAND USE OF THE PROPERTY IS STAYING RESIDENTIAL. THE USE IS AND WILL CONTINUE TO BE CONSISTENT WITH THE ZONING ORDINANCE AND 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.

AT THE TIME THE BUILDING WAS CONSTRUCTED IT MET SETBACK REQUIREMENTS. (1958) IF THE CURRENT SETBACK REGULATIONS ARE MET, THE PROPOSED ADDITION WILL NOT ONLY BE ESTHETICALLY UNPLEASING, IT WILL ALSO BE MORE DIFFICULT TO CONSTRUCT AND MAINTAIN A BRICK/MASONRY ON THE SECOND FLOOR.

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.

THIS BUILDING CURRENTLY HAS A SECOND FLOOR. THE PROPOSED ADDITION IS ONLY GOING OVER THE EXISTING FIRST FLOOR

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

THE BUILDING ADDITION IS NEEDED TO IMPROVE THE LAYOUT OF THE SECOND FLOOR AND ADD SQUARE FOOTAGE TO AN UNDERSIZED MASTER BEDROOM.

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

THE BUILDING WAS BUILT PRIOR TO SETBACK ZONING CHANGE. THE CURRENT OWNER OF THE PROPERTY DID NOT BUILT THE EXISTING BUILDING AND HAS ONLY OWNED IT SINCE 1994.

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.

THE PROPOSED RESIDENTIAL ADDITION WILL NOT BE DETRIMENTAL OR HARMFUL IN ANYWAY. THE ADDITION WILL CONFORM TO ALL BUILDING CODES REQUIREMENTS AND WILL IN NO WAY POSE A DANGER TO IMPROVEMENTS IN THE NEIGHBORHOOD.

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

THE REQUESTED VARIATION IS ONLY TO BUILDING ABOVE AN EXISTING 1ST FLOOR. THE ADDITION WILL NOT FURTHER ENCROACH INTO THE SIDE YARD.

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.

THE PROPOSED 2ND FLOOR ADDITION IS ON THE SOUTHERN PORTION OF THE BUILDING AND WILL IN NO WAY IMPACT LIGHT AND AIR SUPPLY TO ADJACENT PROPERTIES. THE ADDITION WILL NOT INCREASE THE CHANCE OF FIRE OR OTHERWISE ENDANGER THE PUBLIC SAFETY. THE ADDITION SHOULD HELP PROPERTY VALUES IN THE AREA, NOT HARM THEM.

VILLAGE OF LINCOLNWOOD
Community Development Dept.

Zoning Calculations
Single-Family Home Additions

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

ADDRESS 6427 N. KENTON ZONING DISTRICT _____

TOTAL LOT AREA = WIDTH 66 X LENGTH 132.05 = 8715 Sq.Ft.

ZONING SETBACKS	Required	Existing	Proposed
FRONT YARD SETBACK	25 Ft.	30.42 Ft.	30.42 Ft.
INTERIOR SIDE YARD SETBACK	6.6 Ft.	5.1 Ft.	5.1 Ft.
(INTERIOR)/CORNER SIDE YARD SETBACK (Please circle one)	6.6 Ft.	4.9 Ft.	4.9 Ft.
REAR YARD SETBACK	30 Ft.	62.63 Ft.	62.63 Ft.
DISTANCE BETWEEN HOUSE AND ACCESSORY BLDG.	Min. 15 Ft.		_____ Ft.

ZONING CALCULATION INSTRUCTIONS			Permitted	Existing	Proposed Total
60% TOTAL LOT COVERAGE (Lot area)	8715	X .60 =	5229 Sq.Ft.	2964 Sq.Ft.	2964 Sq.Ft.
35% BUILDING COVERAGE (Lot area)	8715	X .35 =	3050 Sq.Ft.	1832 Sq.Ft.	1832 Sq.Ft.
50% FRONT YARD COVERAGE (Front yard)	2007	X .50 =	1003 Sq.Ft.	630 Sq.Ft.	630 Sq.Ft.
30% REAR YARD BLDG. COV. (Rear yard)	4133	X .30 =	1240 Sq.Ft.	0 Sq.Ft.	1240 Sq.Ft.
60% or 66% F.A.R. (Lot area)	8715	X .60 = (X .66)	5229 Sq.Ft.	2557 Sq.Ft.	2761 Sq.Ft.

AREA CALCULATIONS	Existing	Proposed Changes	Proposed Total
A. CELLAR OR BASEMENT	1107 Sq.Ft.	0 Sq.Ft.	1107 Sq.Ft.
B. 1ST FLOOR	1832 Sq.Ft.	0 Sq.Ft.	1832 Sq.Ft.
C. 2ND FLOOR	725 Sq.Ft.	204 Sq.Ft.	929 Sq.Ft.
D. ACCESSORY BUILDINGS	0 Sq.Ft.	0 Sq.Ft.	0 Sq.Ft.
E. DRIVEWAY	540 Sq.Ft.	0 Sq.Ft.	540 Sq.Ft.
F. SIDEWALKS	252 Sq.Ft.	0 Sq.Ft.	252 Sq.Ft.
G. PATIO/OTHER IMPERVIOUS SURFACE	340 Sq.Ft.	0 Sq.Ft.	340 Sq.Ft.

TOTAL SQUARE FOOTAGE FOR PERMIT FEE CALCULATION

BASEMENT OR CELLAR + B + C + D + HABITABLE ATTIC = 3868 Sq.Ft.

	Permitted	Proposed
HOUSE HEIGHT (Measured from top of street curb)	Max. 35 Ft.	26 Ft.
FINISHED FIRST FLOOR HEIGHT (Measured from top of street curb)	Max. 3 Ft.	_____ 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
NATHAN KRISKA
001-013484
STATE OF ILLINOIS

Licensed Architect Signature & Stamp

6-18-13
Date

COMMUNITY DEVELOPMENT DEPT. • 4900 N. LINCOLN AVE. • LINCOLNWOOD, IL 60712 •
PHONE: 847-673-7402 • FAX: 847-673-7456

TREE CITY USA

CHICAGO, ILLINOIS 60646

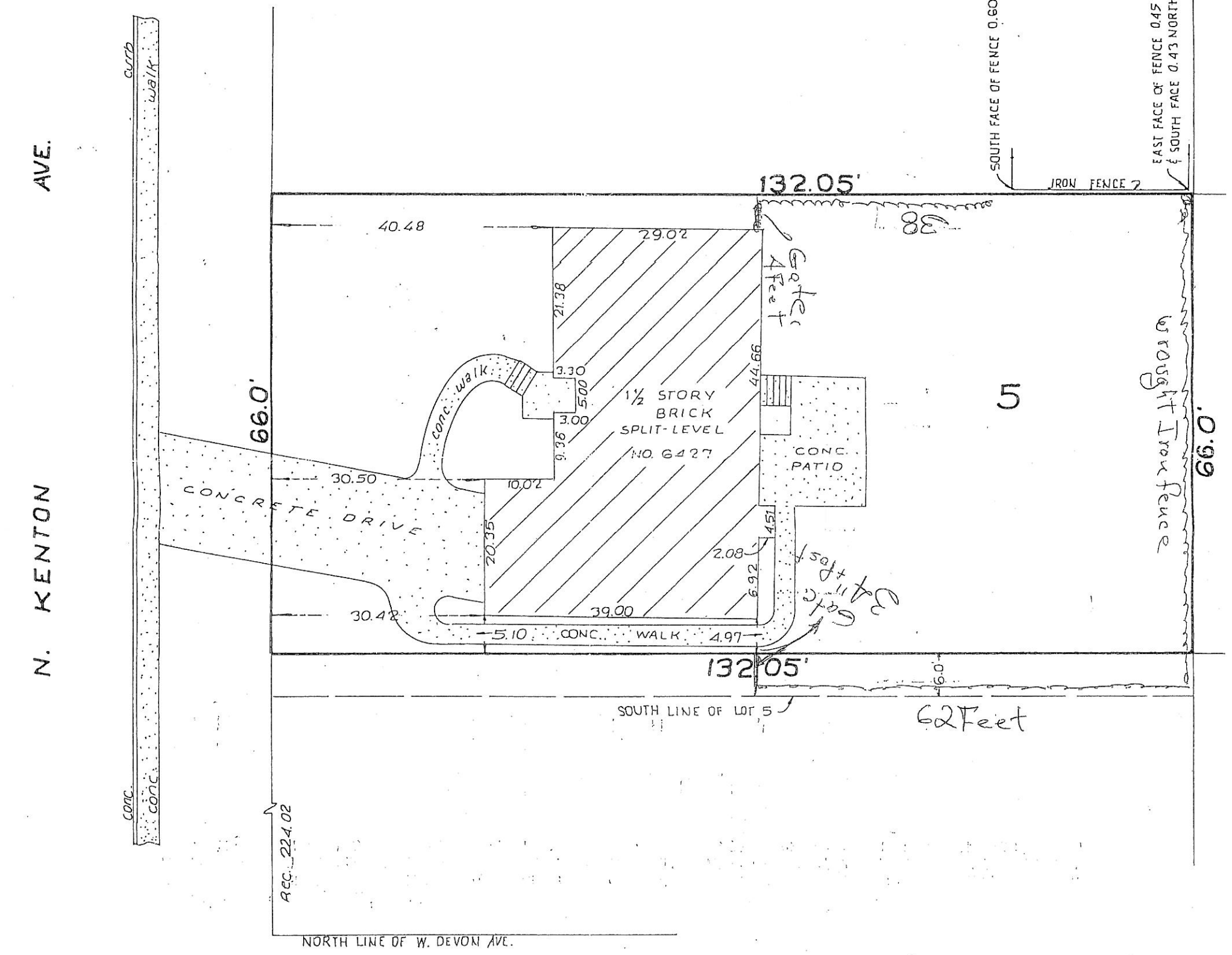
Fax: (312) 775-285

CERTIFIED SURVEY CO.

PLAT OF SURVEY

Agenda

LOT 5 (EXCEPT THE SOUTH 6 FEET THEREOF) IN THE TERRACE ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



N BOX MEANS THIS SURVEY HAS BEEN
N CONNECTION WITH A REAL ESTATE OR
N TRANSACTION AND IS NOT TO BE USED
TION.
E NOT TO BE ASSUMED FROM SCALING

94726

15' 30' feet

5-18-1994

HOUSE OF REALTY

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS. OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

Decimals of a foot and their equivalent in inches and fractions thereof.

.01 = 1/8"	.07 = 7/8"	.50 = 6"
.02 = 1/4"	.08 = 1"	.58 = 7"
.03 = 3/8"	.17 = 2"	.67 = 8"
.04 = 1/2"	.25 = 3"	.75 = 9"
.05 = 5/8"	.33 = 4"	.83 = 10"
.06 = 3/4"	.42 = 5"	.92 = 11"

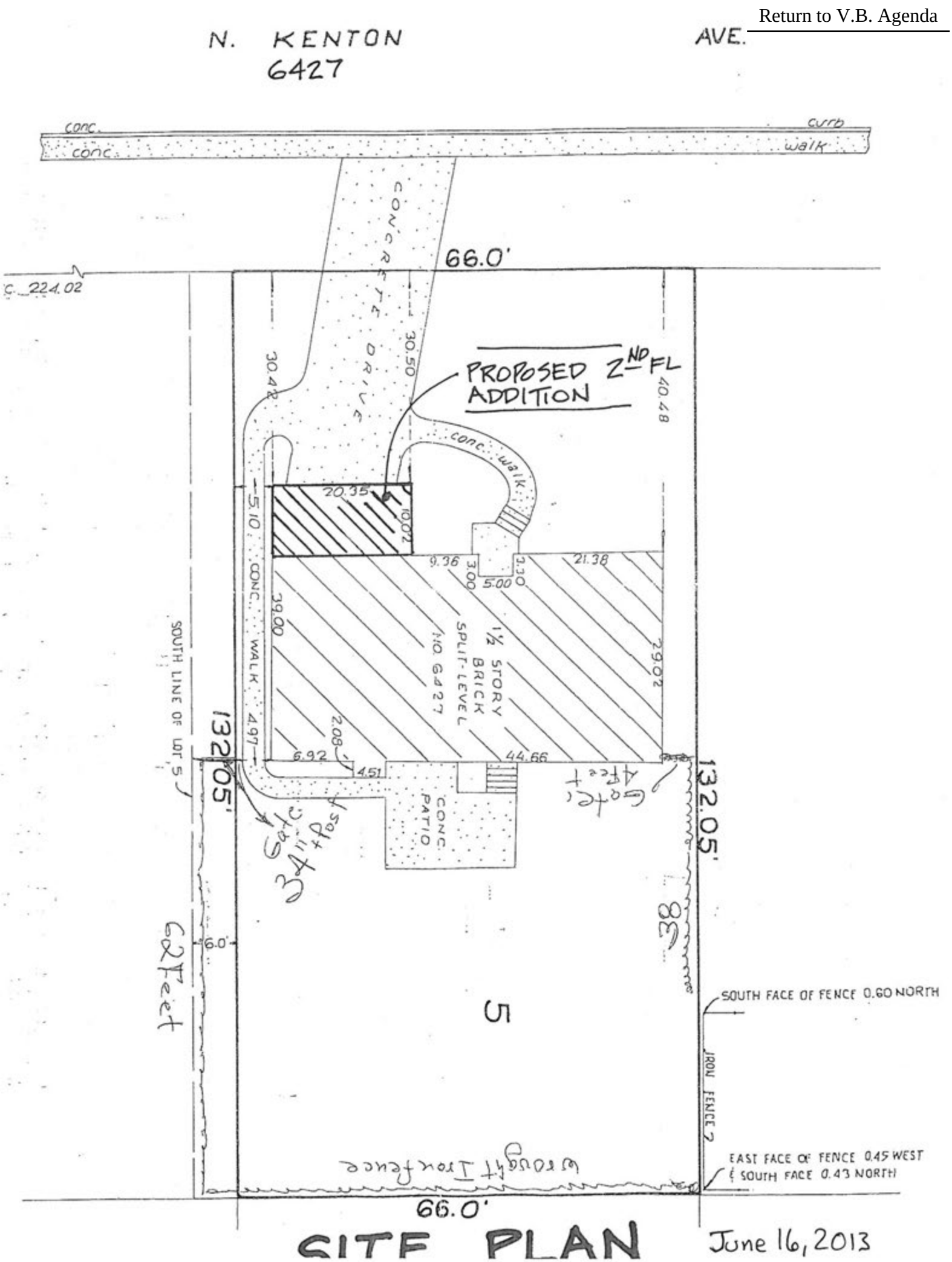
PAUL F. MISTURAK REGISTERED No. 1679 STATE OF ILLINOIS

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REP ANY DIFFERENCE.

State of Illinois } ss.
County of Cook }

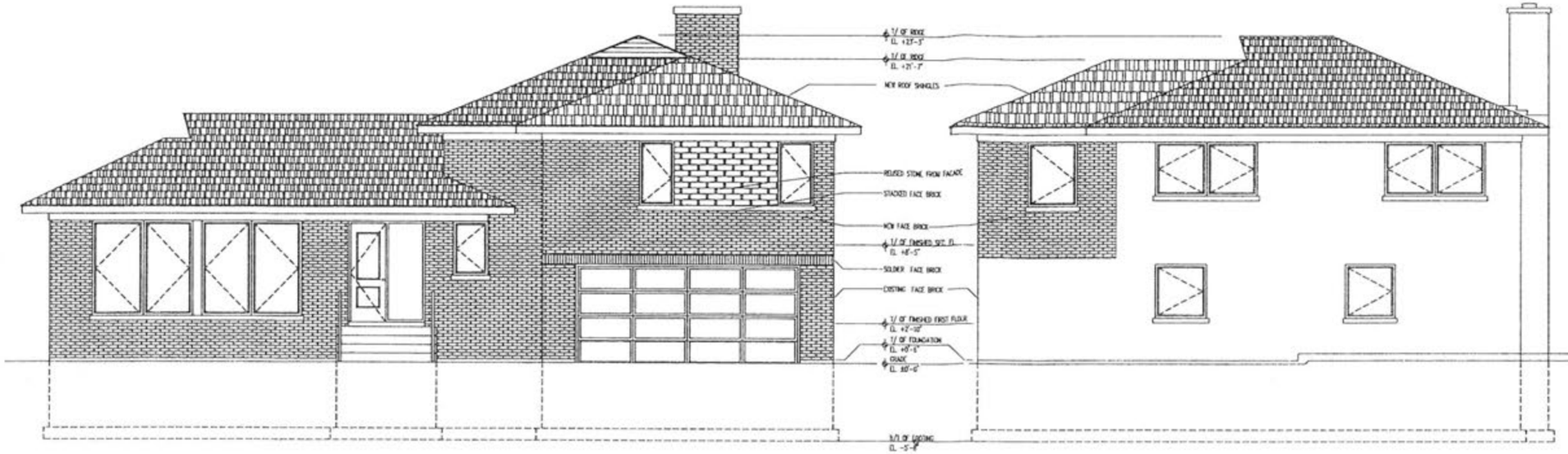
We, CERTIFIED SURVEY CO. do hereby certify that we h surveyed the above described property and that the plat her drawn is a correct representation of said survey.

Paul F. Misturak



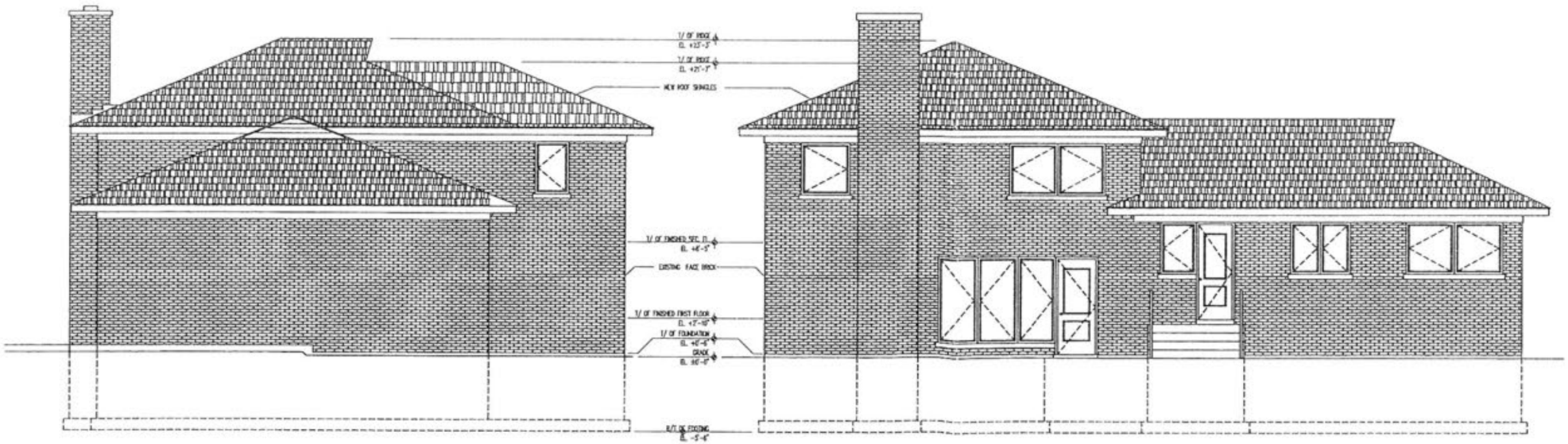
SITE PLAN

June 16, 2013



WEST ELEVATION
SCALE: 1/4"=1'-0"

SOUTH ELEVATION
SCALE: 1/4"=1'-0"



NORTH ELEVATION
SCALE: 1/4"=1'-0"

EAST ELEVATION
SCALE: 1/4"=1'-0"

2ND FLOOR ROOM ADDITION
TO A SINGLE FAMILY RESIDANCE
AT
6427 N KENTON AVE.
LINCOLNWOOD, IL 60712

NK Architect

Nathan Kriska
P.O.Box 8421
NORTHFIELD, IL 60093
Tel. 847-983-8583
Fax. 847-715-9872

THESE DRAWINGS AND SPECIFICATIONS ARE PROPERTY OF NK ARCHITECT. WERE PREPARED FOR USE ON THIS SPECIFIC SITE AND FOR A SPECIFIC DATE AND SHALL NOT BE COPIED, OR REPRODUCED IN ANY FORM OR MEANS AVAILABLE WITHOUT WRITTEN AUTHORIZATION. REVISED/REUSED USE IS NOT ALLOWED. IT IS FURTHER ASSURED PRIOR OF DRAWINGS USE, ALL FEES HAVE BEEN PAID IN FULL. FAILURE TO DO SO, THE USER WILL BE RESPONSIBLE FOR ALL COURT COST AND LEGAL FEES.

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS THEY ARE IN COMPLIANCE WITH ALL APPLICABLE CODES INCLUDING THE ENVIRONMENTAL BARRIERS ACT (410-ILCS) AND THE ILLINOIS ACCESSIBILITY CODE. (71 ILL. ADM. CODE 400). AS SIGNIFIED BY MY HAND AND SEAL.

ARCHITECT/ENGINEER OF RECORD DATE

PROJECT CONSULTANTS

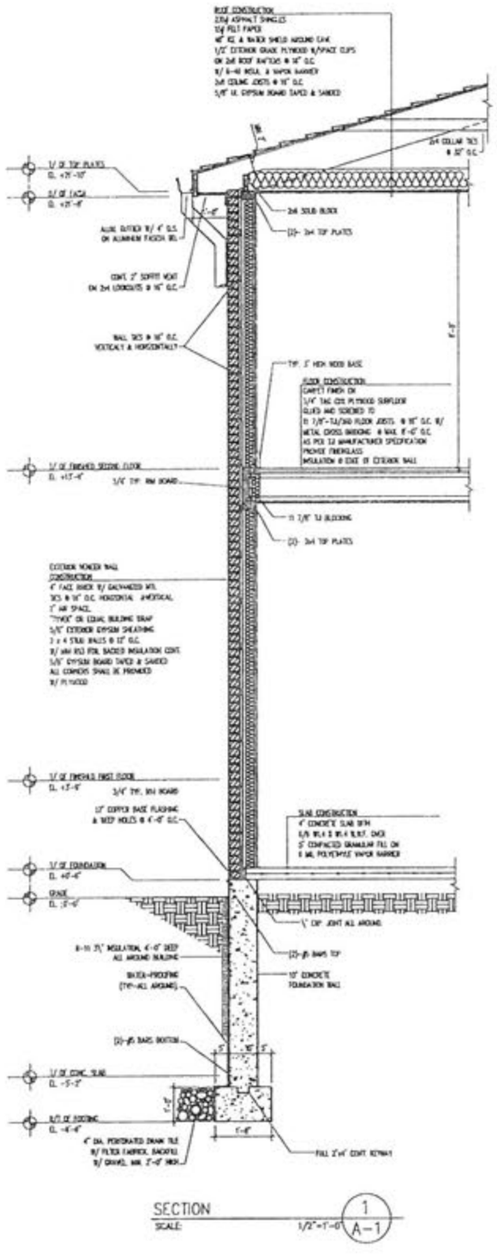
June 16, 2013

REVISION/ISSUE

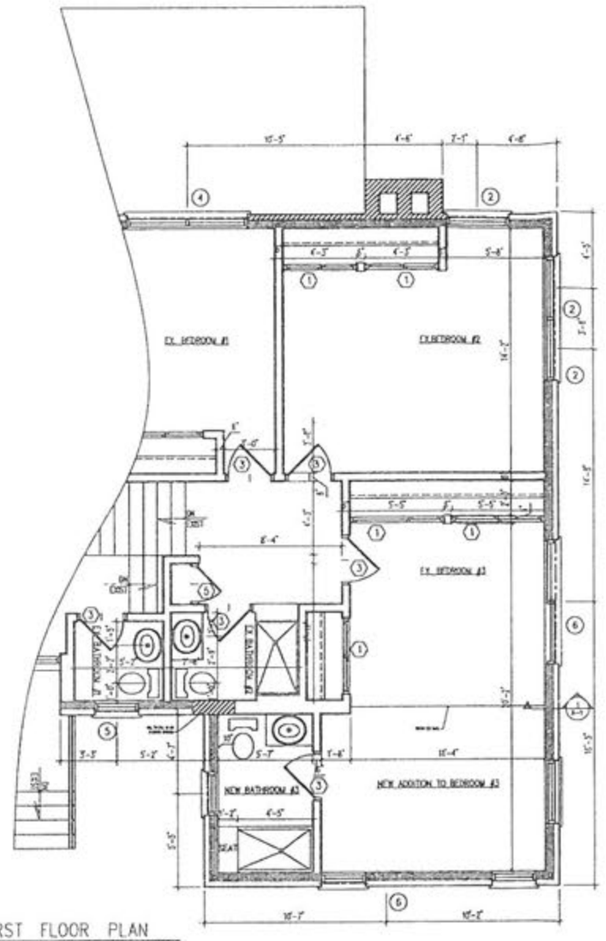
NO. DESCRIPTION DATE

SHEET TITLE

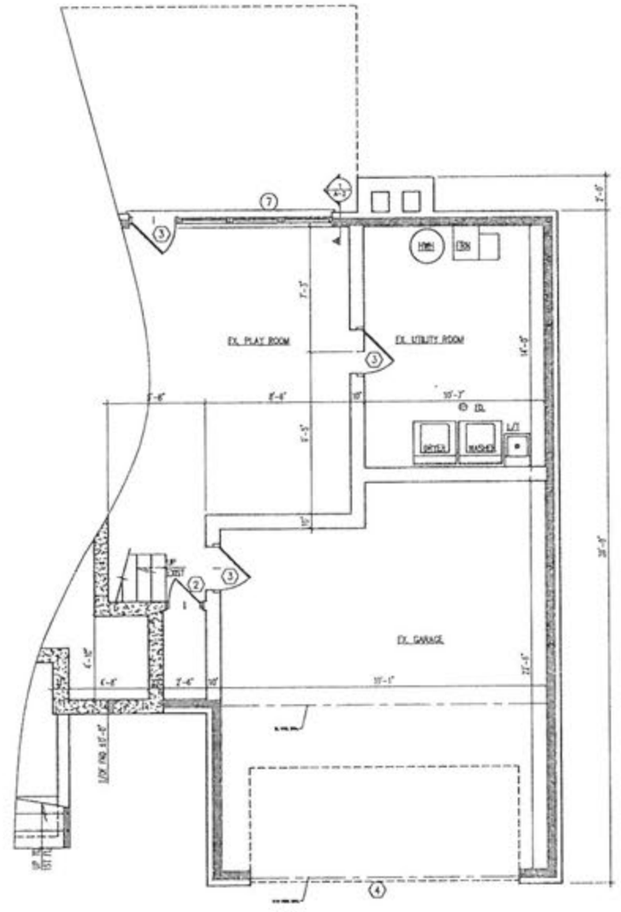
PROJECT NUMBER
PRINCIPAL IN CHARGE
PROJECT ARCHITECT/ENGINEER
DRAWN BY
CHECKED BY
SHEET NUMBER



SECTION
SCALE: 1/2"=1'-0" 1 A-1



EX. FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



EX. BASEMENT PLAN
SCALE: 1/4"=1'-0"

2ND FLOOR ROOM ADDITION
TO A SINGLE FAMILY RESIDANCE
AT
6427 N KENTON AVE.
LINCOLNWOOD, IL. 60712

NK Architect

Nathan Krinsky
P.O.Box 8421
NORTHFIELD, IL. 60093
Tel. 847-983-8383
Fax. 847-715-9672

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I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT, UNDER THE LAWS OF THE STATE OF ILLINOIS. THEY ARE IN COMPLIANCE WITH ALL APPLICABLE CODES INCLUDING THE ENVIRONMENTAL BARRIERS ACT (410-4.ILCS) AND THE ILLINOIS ACCESSIBILITY CODE. (71 ILL. ADM. CODE 400), AS SIGNIFIED BY MY HAND AND SEAL.

ARCHITECT/ENGINEER OF RECORD — DATE

PROJECT CONSULTANTS

June 16, 2013

REVISION/ISSUE

NO. DESCRIPTION DATE

SHEET TITLE

PROJECT NUMBER
PRINCIPAL IN CHARGE
PROJECT ARCHITECT/ENGINEER
DRAWN BY
CHECKED BY
SHEET NUMBER

WALL CONSTRUCTION

FOUNDATION WALL CONSTRUCTION
10" CONCRETE WALL

EXTERIOR WALL CONSTRUCTION TYP.
4" FACE BRICK
W/ GALVANIZED WIR TIES @ 16" O.C.
HORIZONTAL & VERTICAL
1" AIR SPACE.
"TYVEK" OR EQUAL BUILDING WRAP
5/8" EXTERIOR GYPSUM SHEATHING
2 x 4 STUD WALLS @ 16" O.C.
W/ MIN R13 FOIL BACKED INSULATION CONT.
5/8" GYPSUM BOARD TAPED & SANDED

TYP. INTERIOR PARTITIONS CONSTRUCTION
2" x 4" WOOD STUDS @ 16" O.C.
WITH 5/8" UL GYPSUM BOARD ON BOTH SIDES.
PROVIDE ACOUSTICAL INSULATION IN BATHROOM WALLS

SMOKE DETECTOR NOTE:
IN EACH FLOOR PROVIDE SMOKE DETECTOR WITH IN 15' OC EACH BEDROOM A HARD WIRE INTERCONNECTED BATTERY BACK UP DEDICATED CIRCUIT

CARBON MONOXIDE DETECTOR
YOH HARD WIRED

RECEIVED
JUL 12 2013
LINCOLNWOOD
COMMUNITY DEVELOPMENT

July 12, 2013

Zoning Officer
Community Development Department
6900 N Lincoln Ave
Lincolnwood, IL 60712

RE: **Residential Zoning Variation – 6427 N Kenton Ave.**

I am the owner of the property immediately south of the referenced subject property. The encroachment sought by the owner of 6427 N Kenton would directly impact in a negative way the value of my property at 6415 N Kenton. I am strongly opposed to the granting of a residential variation for the construction of second story addition to the 6427 property.

The reasons for my opposition are as follows:

- Current construction at 6427 already is within inches of the current property line. A fence installed in 2012 runs along the property line and is already entering a state of disrepair. Also, landscaping installed by the owner of 6427 is planted at or beyond the property line. Additional construction in the side yard setback will contribute to the clutter to this area.

- The side yard area between 6415 and 6427 has experienced significant flooding in recent years. The severe rains that fell in the Lincolnwood area on April 18 of this year caused significant damage to my home at 6415. I am also faced with a large expenditure to remediate the flooding in this side yard area. I feel that additional construction in this area will contribute to the flooding in this area and continue to pose a threat to my property.

- Residential sewers in this area are inadequate for existing construction on Kenton Avenue. During the rains of April 18, 2013, Kenton Avenue sewers were overloaded, resulting in the flooding of several properties along the 6400 block. Also, Kenton Avenue itself was impassable to traffic as the result of this overflow. The construction of additional square footage along the 6400 block of Kenton will only make the flooding problem worse in future years.

- Construction of a second story addition within the twelve feet from my home poses a safety risk to the individuals living in my home. Construction will take place within several feet of a bedroom area. Windows along the north side of my property will be exposed to the construction site. Debris, construction materials and tools will pose threats to my home and the individuals residing here.

- The proposed addition will block the access to sunlight along the north side of my home at 6415. The affected area of my home is a bedroom area and we have grown accustomed to uninhibited sunlight in this area.

- The proposed second story addition is to be constructed over an existing garage area. I have concerns for the safety and structural integrity of such a project. This is very important to me since I will share a common property line with this structure. Also, since the existing home on 6427 is brick, there will be a challenge of properly matching construction material to current home, adversely affecting property values in the area.

Thank you very much for your consideration.

William P. Hayes

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 12**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Economic Development Commission to Approve a Green Improvements For Tomorrow (GIFT) Grant, for Property Located at 6501 North Lincoln Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Resident Dr. Zaki Siddiqui has applied for a Green Improvements For Tomorrow (GIFT) Grant to install approximately 40 rooftop solar panels on his Lincolnwood Medical Center located at 6501 North Lincoln Avenue. The proposed solar panel system would produce electricity for the medical facility thereby reducing demand from traditional electrical sources.

Doctor Siddiqui has provided three bids for this work and intends to engage Solar Energy of Illinois, the lowest bidder, to perform this work. The total estimated cost of the proposed solar panel system is $35,500. This proposed work conforms with the purpose of the Village's GIFT grant program and is therefore eligible for participation in this program. Under this program, 50% of the improvement cost, up to a maximum Village grant of $10,000, may be awarded.

These solar panels would be installed on the rooftop of the one story medical office facility located at 6501 North Lincoln Avneue and face toward the south. If approved, installation is expected to be completed no later than October 31, 2013.

At its July 24, 2013 meeting, the Economic Development Commission considered this matter. At this meeting, the Commission noted that the proposed solar panel work may also be eligible for a possible State of Illinois rebate and a possible federal income tax credit. The Commission discussed whether these possible rebates and tax credits should affect the amount provided by the Village through the GIFT Grant program. In its deliberations, the Commission noted that the purpose of the Village grant was to encourage and induce businesses to undertake green improvements; that it would be difficult for the Village to monitor or determine if other tax credits or rebates were ultimately provided for the work; and that currently, the GIFT program operates using total project costs. On this matter, the Commission determined that the program operates successfully now and saw no need to recommend any change in the program concerning the possibility that rebates or tax credits might be provided by other agencies for the work.
By a 6-0 vote, the Economic Development Commissin is recommending approval of a GIFT Grant for installation of 40 solar panels on the rooftop of 6501 North Lincoln Avneue, in a grant amount not to exceed $10,000 and with an improvement completion date of no later than October 31, 2013.

FINANCIAL IMPACT:
$10,000 from budgeted GIFT/PEP Fund (General Fund)

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Draft Minutes of July EDC meeting
3. July Memo to EDC
4. GIFT Application
5. Bids
6. Renderings of Solar Panels Installed
7. Photos of Subject Property

RECOMMENDED MOTION:
Move to approve a Resolution awarding a GIFT Grant, as recommended by the Economic Development Commission, with a maximum grant amount not to exceed $10,000, for installation of rooftop solar panels at 6501 Lincoln Avneue, subject to completeion of the work no later than October 31, 2013.

RESOLUTION NO. R2013-_____

RESOLUTION APPROVING THE AWARD OF A GREEN IMPROVEMENTS FOR TOMORROW (GIFT) GRANT, FOR IMPROVEMENTS TO 6501 NORTH LINCOLN AVENUE

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

WHEREAS, the Village, as a home rule municipality, has the authority to adopt ordinances and resolutions and to promulgate ordinances, resolutions, rules and regulations that pertain to its government and affairs, and this Resolution is adopted pursuant to the Village's home rule authority;

WHEREAS, the Corporate Authorities have established the Green Improvements For Tomorrow ("GIFT") Grant Program to encourage businesses to implement energy efficient, sustainable or ecologically friendly improvements to their property within the Village;

WHEREAS, the Corporate Authorities have considered the findings and recommendations of the Economic Development Commission concerning the award of a GIFT Grant for eligible grant improvements to the property located at 6501 North Lincoln Avenue and concur with these findings and recommendations.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lincolnwood, Cook County, Illinois, as follows:

SECTION 1. That the Preamble to this Resolution is adopted by this reference as if fully set forth herein.

SECTION 2. That the Corporate Authorities hereby concur with the recommendation provided by the Economic Development Commission and hereby approve the award of a GIFT Grant, in a grant amount not to exceed $ 10,000 and with an improvement completion date deadline of not later than October 31, 2013 for the installation of roof top solar panels at 6501 North Lincoln Avenue.

SECTION 3. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2013.

AYES: _____

_____

_____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2013.

_____
Gerald C. Turry
Village President

ATTEST:

_____
Beryl Herman
Village Clerk

DRAFT

Economic Development Commission
Wednesday, July 24, 2013
Council Chambers Room
Minutes

Commissioners Present
James Kucienski, Vice-Chair
James Persino, Chairman
Paul Levine
James Berger
Patrick McCoy
Terrance Strauch

Commissioners Absent
Maureen Ehrenberg
Nadia Seniuta
William Pabst

Staff Present
Timothy M. Clarke, AICP, Community Development Director
Timothy Wiberg, Village Manager
Aaron N. Cook, AICP, Community Development Manager
Adam Brown, Community Development Intern

Others Present
Dr. Saddiqui, owner of 6501 Lincoln Avenue
Village Trustee Lawrence Elster

I. Call to Order / Quorum Declaration
Noting that a quorum was present, the meeting was called to order at 8:16AM by Chairman Persino.

II. Welcome to New Commissioner: Nadia Seniuta
Director Clarke noted that Nadia Seniuta, was appointed to replace Kirk Moffitt on the Commission. Nadia is the new General Manager of the Lincolnwood Town Center. It was noted that Commissioner Seniuta was not present at today's meeting due to a conflict in her schedule.

III. Minutes Approval
Commissioner Kucienski made a motion, seconded by Commissioner Levine to approve the May 2013 minutes as presented. Motion approved 5-0-1 (Commissioner Stauch abstaining.

IV. GIFT Grant Request – 6501 Lincoln Avenue
Director Clarke summarized the proposed GIFT grant request for Dr. Saddiqui and his medical office located at 6501 Lincoln Avenue. Commissioner McCoy asked what the

source of Village funding was for this grant program. Director Clarke stated that the Village operates the GIFT Grant Program, with funds drawn from the Village's General Fund. He added that if the property requesting the grant is located within the NEID, then TIF funds are used instead.

Commissioner Kucienski inquired how much the Village has set aside in the General Fund for the GIFT and PEP programs. Village Manager Wiberg stated that the Village has set aside $100,000 for both grant programs. Discussion ensued.

Commissioner Kucienski inquired if there were limitations for approving GIFT grants based on the business's total versus net costs of the project. He speculated whether businesses applying for this grant might be able to turn a profit, in the event the State of Illinois also provided tax rebates. Chairman Persino responded that the program does not take into consideration any other tax rebates, and that the Village grant is capped at $10,000. Director Clarke noted that the purpose of the GIFT grant is to encourage business owners to utilize energy efficient or 'green' technologies. He recollected that the Commission previously discussed this matter and concluded that it was best not to link the Village grant to other potential tax rebate programs that may or may not be granted. Chairman Persino concurred and stated he thought it inappropriate and unwise to link the Village grant program to other possible rebates. Discussion continued on the matter.

Dr. Saddiqui, the owner of the property at 6501 Lincoln Avenue, stated that without this Village grant, there would be no incentive for him to go forward with this project. He added that he had done similar improvements to his home, and that while the cost savings are modest, he wanted to be greener in his energy usage.

Commissioner Levine asked what the general life expectancy was of solar panels. A representative from Solar Energy responded that these panels are built to last decades, up to 50 or 60 years. However he added that the manufacturer's warranty says after 12 years, these panels will be operating at 90% capacity, and that after two decades, 80%.

Hearing no further discussion, Commissioner Strauch made a motion to recommend approval of a GIFT grant with a maximum grant of $10,000 for the installation of solar panels at 6501 Lincoln Avenue with a completion date of no later than October 31, 2013. Motion seconded by Commisserioner Kucienski. Roll Call vote: in favor: James Kucienski, James Persino, Paul Levine, James Berger, Patrick McCoy, Terrance Strauch. Against: none. Motion approved, 6-0.

V. Development Updates

Director Clarke detailed the Urban Land Institute's (ULI) Technical Assistance Study of the Devon Corridor. Director Clarke added that the Chicago Metropolitan Agency for Planning (CMAP) requested Chicago also be involved in this study, and Commissioner Kucienski noted that having Chicago involved may encourage a more unified vision of the corridor.

Director Clarke stated that the Village has received a proposal for a new bank facility on the Southwest corner of Touhy Avenue and Crawford Avenue. The bank proposal includes drive through lanes, which requires Special Use approval by the Village. Commissioner Strauch opined that, realistically, the site is well suited for a bank and that due to access constraints it is unlikely to attract other businesses.

Director Clarke discussed Ravenswood Studio and its acquisition of property adjacent to the north of its property on Central Park Avenue. Ravenswood Studio relocated to Lincolnwood from Chicago 6 or 7 years ago. Discussion ensued about its business operations and recent radio and print advertisements by Fifth Third Bank highlighting Ravenswood.

Director Clarke discussed the status of the Purple Hotel redevelopment. He indicated that all of the remaining asbestos has been removed, with an anticipated demolition date sometime this fall. The Village has not received any conceptual plans of what will take its place, however he mentioned that a hotel, retail, entertainment and restaurants are envisioned by the developer. The Director also noted that the two office buildings directly to the north of the Purple Hotel have been acquired by the owner of the Purple Hotel and may be added to the redevelopment site.

Commissioner Levine inquired what kind of hotel will be proposed, with several commissioners surmising that it will likely be a mid-range hotel, with a name similar to "Spring Hill Suites" or something comparable. Director Clarke added that the hotel will likely have around 200 rooms, but without any large banquet facility. Restaurants, possibly including rooftop-deck dining, are being considered for inclusion as well.

Director Clarke stated that the public hearing regarding the proposed Devon-Lincoln TIF was continued to September 3rd. Commissioner Persino opined that the meeting should be continued again until the CMAP/ULI planning recommendations for the Devon Avenue Corridor are completed and reviewed.

Director Clarke further noted that the Village's building permit activity has increased in recent months, serving as an indication that the economy is recovering.

VI. Other Business

Commissioner Levine brought up the Village's previous discussions on re-branding of the Village. Commissioner Levine stated that he had submitted the names of two marketing firms that may be helpful in these efforts, and inquired as to whether the Village has followed up on those requests. Village Manager Wiberg responded by stating the Village Board had discussed proposals on rebranding the Village and concluded that the Village should "start small" in its decision-making. He discussed the Village's updating of the Village logo as the first step in this re-branding effort.

Commissioners Levine and McCoy expressed interest in engaging new businesses in the Village. They suggested that the Economic Development Commission be more active in efforts of interacting with businesses in order to have a better understanding of the businesses' perspectives. Commission discussion included ideas for how to better engage businesses and the challenges the Village faces for accommodating new business construction.

Commissioner McCoy inquired about the status of Meatheads, and whether there has been any challenges facing its construction. Director Clarke stated that they had fiscal issues which delayed the project which have now been resolved. Meatheads has stated an anticipated open date sometime in September.

The Commission requested that staff provide a list of new businesses in the Village (including names, phone numbers and addresses) to the Commission each month.

VII. Public Forum

No one from the public desired to address the Commission.

VIII. Adjournment

The meeting was adjourned by consensus at 9:49 AM.

Respectfully Submitted,

_____

Adam Brown
Community Development Intern

Memorandum

To: Chair and Members
Economic Development Commission

From: Timothy M. Clarke, AICP
Community Development Director

Date: July 18, 2013

Subject: GIFT Grant Request: Solar Panel Installation
6501 Lincoln Avenue

This matter was originally scheduled for the June meeting of the Commission. Because the Commission had no quorum for this meeting, no action on this request occurred. Some members present however indicated a desire for specific detail to be shown on the bids provided for the work. Attached are these detailed bids submitted.

Doctor Zaki Siddiqui, a Village resident, seeks a Village GIFT Grant in order to install 40 solar panels on his business property located at 6501 Lincoln Avenue. This property, located at the southeast corner of Lincoln and Lawndale Avenues, contains doctor offices.

Attached please find for your review the completed GIFT grant application, copies of cost estimates for the work that have been submitted, as well as diagrams illustrating the proposed solar panels on the property.

As proposed, solar panels would be installed on the rooftop of the property at 6501 Lincoln Avenue. Submitted estimates received for this work are $35,500; $37,280; and, $39,150.

Installation of solar panels is an eligible improvement cost under the GIFT Program (Green Initiatives For Tomorrow). Previously, the Village provided a GIFT grant to Loeber Motors for the installation of roof top solar panels on their Mercedes dealership building. The GIFT program operates on a rebate basis with grant amounts provided by the Village equaling 50% of the improvement cost for approved projects, up to the maximum grant amount. The maximum Village GIFT grant amount is not more than $10,000.

Staff notes that it appears that the proposed work is also eligible for both a State of Illinois rebate and an IRS energy tax credit which for this project could reduce the actual cost to a net cost of $15,975. While the Commission may wish to discuss this matter, staff recollects that previously, it was determined that the Village grant amount should be based on actual total cost incurred, rather than be reduced due to the possibility of other rebates or tax credits that might be secured. As staff recalls, the determination to use total actual costs for computing the grant amount, rather than utilizing a possible net cost amount, was both to encourage the green improvement to the greatest extent possible and also recognizing that any other rebate or tax credit is simply a projected rebate or credit and the Village has no ability to know if such rebates or tax credits are actually sought or ultimately provided.

Typically in recommending approval of a GIFT Grant, a completion date deadline for the improvement is established by the Village with all work needing to be completed by the established deadline date in order to remain eligible for the grant. The owner has indicated a desire to engage Solar Energy of Illinois at a total project cost of $35,500. Based on prior statements, staff believes this work can be completed no later than November 1, 2013. Concerning the green benefit of the proposed solar panels, Solar Energy has reported that this project will result in approximately 16,425 Kwh savings in electricity per year.

Doctor Siddiqui and a representative of Solar Energy plan to be present at the Commission's July 24, 2013 meeting to answer any questions Commissioner's may have concerning this request for GIFT funds.

Attachments

1. GIFT Grant Application
2. Owner Summary of Bids & Request to Engage Solar Energy
    a. Solar Energy Bid
    b. TMD Remodeling Bid
    c. Monte Carlo Construction Bid
3. Images of Proposed Solar Panels

Return to V.B. Agenda

VILLAGE OF LINCOLNWOOD

Green Initiatives For Tomorrow

Application for Participation

Applicant Information

Applicant's Name: Zaki A. Siddiqui

Applicant's Address: 6701 N. Lincoln Ave Lincolnwood IL 60712

E-Mail Address: Zaki Siddiqui @ hotmail.com

Contact Person for Project: James Lampasona

Daytime Phone Numbers: Voice: 224 659 2961 FAX

Applicant is (check all that apply) Tenant ___ Property Owner ✓

Number of Year's in Lincolnwood: 6 years

Contact Name/Contact Information for Applicant's Agent or Architect (if any) ___

(Note: if applicant is only a tenant, attach a letter from the property owner granting permission for project)

Property Information

Project Property Location/Address: 6701 N. Lincoln Ave, Lincolnwood IL

This Property is: Retail ___ Office ✓ Industrial ___ Other ___ (explain) ___

Number of businesses on-site: 7

Name of All Businesses/Tenants on site: Lincolnwood Medical Center

Size of Building (dimensions or total square feet) 40,000 sq ft Number of stories in Building One

Size of Property (dimensions or total square feet) ___

Number of Parking Spaces on Property 13

Last Year Property was Sold: ___ Last Real Estates Taxes Paid $ ___

Property Tax Index Number(s) (PIN): ___

(Note: Attach a photo of this property, land survey, title report, legal description and information regarding property insurance)

Project Information

Total Anticipated Project Cost: $ 35,500 Amount Requested From Village $ 10,000

Project Scope: Describe and identify all the exterior improvements proposed for this Property

(Use additional paper if necessary to fully describe proposed project and proposed improvements)

We propose to build a 10 kw Solar Panel array that will consist of 40 (250 watt) PV modules. This system will provide 80% of the facilities electricity. the panels will be mounted on aluminum racks and rails providing exposure to the Southern Sun.

If approved, estimated project completion date: July 31st 2013

Note: Attach line item cost estimate, site plan/landscape plan/drawings or additional information to fully describe this project.

-OVER-

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Application Statement

(Read and Sign Below)

I hereby make application to participate in Lincolnwood's Green Initiatives For Tomorrow (GIFT). In making this application I understand that the purpose of GIFT is to help encourage more environmentally friendly practices in the Village's business community and help my business become a more environmentally responsible corporate citizen. I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. I understand that all improvements made through GIFT must be in accordance with Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I also understand that any work started or completed prior to approval of the project and my participation in the GIFT program, is not eligible for reimbursement.

In making this application, I understand that the GIFT program is highly competitive, funds are limited and selection for participation is at the sole discretion of the Village. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. As part of any Village approval, I understand that the Village may require changes or additions to my plans and intended scope of work. I recognize that a project that will meet Village "green" requirements and/or requires less Village matching funds, stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project and this may be at an amount lower than requested or less than half of the anticipated cost of the project. I further understand that GIFT operates as a rebate grant program and therefore if selected for participation, Village funds will be paid to me at the conclusion of the work, after submittal by me of copies of all bills and satisfactory evidence of their payment. I understand that the actual rebate amount will be calculated at 50% of the documented actual costs incurred by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

Although GIFT is considered a grant program, I understand that the Village has an interest in the longevity of the improvements made and therefore, if within 5 years of the completion of GIFT funded improvements, said improvements are subsequently removed or damaged, (except by an Act of God), I shall have an obligation to reimburse to the Village, grant funds provided and I will repay the Village, on a pro-rata basis, the GIFT Grant amount provided me. To ensure the Village's interest and repayment, I agree to carry property insurance on the subject property, name the Village as an additional insured and I further consent to this reimbursement obligation being recorded as a covenant on the subject property. In making this application I understand and agree that if selected for GIFT participation, I must follow any and all program requirements (including securing all Village permits as may be required), in order to remain eligible for the rebate grant.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the GIFT Program.

APPLICANT SIGNATURE

6-3-13
DATE

THE FOLLOWING REQUIRED APPLICATION ITEMS ARE ATTACHED TO THIS APPLICATION

- Land Survey of Subject Property
- Title Report for Subject Property
- Legal Description of Subject Property
- Line Item Estimate of Proposed Improvements
- Proposed Site Plan/Landscape Plan/Elevation Plan(s)
- Photo(s) of Subject Property
- Name/Address/Policy Number of Property Insurance Company

Return this completed application with attachments to:

Community Development Department
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood Illinois 60712

If you have any questions regarding this program, please phone 847/745-4710

Return to V.B. Agenda

Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Dear Sirs, June 21, 2013

3 bids for the works were received as follows

Company A	Solar Energy of Illinois	$35,500.00
Company B	TMD Remodeling	$37,280.00
Company C	Monte Carlo Construction	$39,272.00

I would like to engage company A for the work. Not only is there quote the lowest, but they have an outstanding reputation and we have done business with them before. I trust and am familiar with them.

Dr. Zaki Siddiqui

Solar Energy of Illinois, Inc.
Elmwood Park, IL 60707
224 659 2961
Solarenergyofillinois.com

PROPOSAL

Date: 05/20/2013

Name: OMNI Health
Address: 6501 N. Lincoln Ave
City, ST, Zip: Lincolnwood, IL 60712
Phone#: 773 469 2336

SOLAR SYSTEM TO BE INSTALLED AT ADDRESS IDENTIFIED ABOVE:
10.0 KW GRID-TIED SOLAR PHOTOVOLTAIC SYSTEM

QTY:	ITEM:	DESCRIPTION:	MODEL:	PRICE:
40	ReneSola	250 Watt Solar Module (Poly)	JC250M-24/Bd	$ 10,400.00
20	Tigo Energy	Dual Module Energy Maximizer	MM-2ES	$ 1,860.00
1	Tigo Energy	Energy Maximizer Management Unit	MU-ESW	$ 380.00
1	Tigo Energy	Module Maximizer Gateway	MU-GTWY	$ 240.00
1	Tigo Energy	5 Year Online Monitoring Plan	MP-MLM	$ 250.00
1	Fronius	10.0 Kw Grid-Tied Solar Inverter	IG Plus V 10.0-1 UNI	$ 3,950.00
1	MidNite Solar	String Combiner Box	MNPV6	$ 50.00
4	LittleFuse	15A 600VDC String Fuses	15A600VDC	$ 20.00
1	SolaDeck	Roof Mount Combiner/Enclosure	SD-0786-41	$ 70.00
1	SquareD	AC Disconnect 60A 2-Pole	D322NRB	$ 130.00
68	EcoFasten	Green Fasten Single Flashing	GF-1	$ 340.00
68	EcoFasten	Solar Compression Bracket	L-102-3	$ 350.00
68	EcoFasten	Solar Stainless Steel Fastener	RSS	$ 70.00
30	Unirac	18” - 30” Adjustable Tilt Leg	307115M	$ 780.00
68	Unirac	Clear, Serrated L-Feet	304000C	$ 170.00
24	Unirac	168” Clear Anodized Rail	310168C	$ 1,440.00
80	Unirac	Mid-Clamp BLK	A, B, C, D, K	$ 160.00
18	Unirac	End-Clamp BLK	D	$ 40.00
16	Unirac	Rail Splice Bar	303001C	$ 50.00
12	Unirac	Unirac Grounding Lug	0080025	$ 85.00
40	Unirac	UGC-1 Ground Clip	3080015	$ 40.00

All	THHN 12-8AWG Wire	$ 750.00
All	USE-2 12-8AWG Wire	$ 950.00
All	10-4AWG Ground Wire	$ 400.00
All	DC and AC Connectors	$ 450.00
All	Additional Electrical Equipment	$ 900.00
All	Additional Materials	$ 1,100.00

Permit, Inspection, Fees and Warranty	$ 900.00
Material Shipping Charges	$ 1,200.00
System Design and Installation	$ 7,975.00

TOTAL: …… $ 35,500.00

Solar Energy of Illinois, Inc.
Elmwood Park, IL 60707
224 659 2961
Solarenergyofillinois.com

PROPOSAL

Date: 05/20/2013

MANUFACTURER'S WARRANTY INFORMATION:

- **ReneSola 250 Watt Module (JC250M-24/Bd)** - 25 Year Manufacture Limited Warranty
- **Tigo Energy Module Energy Maximizer (MM-ES50)** - 20 Year Manufacture Limited Warranty
- **Fronius Grid-Tied Inverter (IG Plus V 10.0-1 UNI)** - 10 Year Manufacture Limited Warranty
- **Unirac SolarMount Racking System** - 10 Year Manufacture Limited Warranty
- **EcoFasten Racking System** - 10 Year Manufacture Limited Warranty

OUR WARRANTY INFORMATION:

- Solar Energy of Illinois, Inc. provides a full 100% warranty on all equipment and installation for ten years following the installation date of the system.
- If system requires repair or replacement (not due to gross neglect, malfeasance, theft or acts of God), equipment and labor costs will be provided at no charge to customer during this five year period after the installation.
- Any roof leakage resulting from installed solar equipment will be covered for ten years.
- Solar Energy of Illinois, Inc. will assist any/all equipment warranty claims or issues with OEM manufactured equipment according to its warranty period.
- For the duration of the warranty, Solar Energy of Illinois, Inc. will repair or replace any equipment damaged as a result of unruly weather conditions at no cost. Unruly weather conditions are defined as wind speeds up to 90 mph or hail up to 1" in diameter.
- Solar Energy of Illinois, Inc. will handle documentation and submission of the state rebate applications.

REBATE INFORMATION:

State of Illinois		
• Solar Photovoltaic:	$	8,875.00
• Solar Thermal:	$	N/A

IRS (Tax Returns)		
• Energy Tax Credit (PV):	$	10,650.00
• Thermal Tax Credit:	$	N/A

Total Rebates, Credit & Incentives:	**$**	**19,525.00**

NET COST: $ 15,975.00

ANNUAL PV SYSTEM PRODUCTION:

Annual Production (Kwh):	Kwh	16,500
• Value of Production in Utility Savings:	$	N/A
• Value of Production in REC's:	$	N/A
Total Yearly Savings with PV System:	**$**	**N/A**

Solar Energy of Illinois, Inc.
Elmwood Park, IL 60707
224 659 2961
Solarenergyofillinois.com

PROPOSAL

Date: 05/20/2013

Payments to be made as follows:

Total Price: $ 35,500.00

Down Payment: $ 17,750.00

Balance Due: $ 17,750.00 (upon completion)

Solar Energy of Illinois, Inc. an Illinois corporation (the "Contractor"), hereby agrees to furnish labor and materials and install the 10.0 Kw Grid-Tied Solar Photovoltaic System (the "System") at the address specified above and in accordance with the above specifications. All material is hereby guaranteed to be as specified. All work shall be completed in a good and workmanlike manner according to standard solar industry practices. The Contractor hereby represents and warrants that the materials described above are high quality and will be adequate for purposes of installing the System in full operating condition. Any alternations or deviation from the above specifications as requested by the owners involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. The Contractor has required the owner(s) to pay a down payment of $17,750.00 on the date of execution hereof. The balance of the price shall be due and payable by the owner(s) to the Contractor on the date on which the System is operating as designed and warranted by the Contractor. Payments not made at the specified time will have a late charge or 1.5% per month, plus any collection costs.

Dated this _____ day of _____, 2013.

SOLAR ENERGY OF ILLINOIS, INC.

By: _____
Signature

By: _____
Print Name

OWNER(S) OF PROPERTY LOCATED AT:
6501 N. Lincoln Ave, Lincolnwood, IL 60712

By: _____
Signature

By: _____
Print Name

ESTIMATE

TMD REMODELING INC.
Phone (708) 351-8898 Fax (866) 605-7202
www.TMD-Remodeling.com

To: OMNI Health
6501 N. Lincoln Ave
Lincolnwood, IL 60712

Work to be performed at:
Full Installation of 10 Kw Solar System Including Products as Specified Below:

DESCRIPTION	MODEL	AMOUNT
250 Watt Solar Module (Poly)	JC250M-24/Bd	$11,350.00
Dual Module Energy Maximizer	MM-2ES	$1,950.00
Energy Maximizer Management Unit	MU-ESW	$400.00
Module Maximizer Gateway	MU-GTWY	$250.00
5 Year Online Monitoring Plan	MP-MLM	$270.00
10.0 Kw Grid-Tied Solar Inverter	IG Plus V 10.0-1 UNI	$4,270.00
String Combiner Box	MNPV6	$70.00
15A 600VDC String Fuses	15A600VDC	$40.00
Roof Mount Combiner/Enclosure	SD-0786-41	$70.00
AC Disconnect 60A 2-Pole	D322NRB	$130.00
Green Fasten Single Flashing	GF-1	$350.00
Solar Compression Bracket	L-102-3	$350.00
Solar Stainless Steel Fastener	RSS	$70.00
18” - 30” Adjustable Tilt Leg	307115M	$750.00
Clear, Serrated L-Feet	304000C	$150.00
168” Clear Anodized Rail	310168C	$1,520.00
Mid-Clamp BLK	A, B, C, D, K	$160.00
End-Clamp BLK	D	$40.00
Rail Splice Bar	303001C	$50.00
Unirac Grounding Lug	80025	$90.00
UGC-1 Ground Clip	3080015	$50.00

Additional Materials:	$4,850.00
Additional Charges:	$1,900.00
System Installation:	$8,150.00
Total:	**$37,280.00**

TMD Remodeling Inc. is insured and guarantees the work will meet trade standards of good workmanship.

THANK YOU FOR YOUR BUSINESS!

Monte Carlo, Inc
1113 Holiday Ln
Des Plaines IL 60016
847 800 5139

PROPOSAL

05/24/2013

Customer Name:
Omni Health
Installation Address:
6501 N. Lincoln Ave
Lincolnwood, IL 60712

RE: Proposal for installed 10 kilowatt photovoltaic system.

PROPOSAL:
Solar Photovoltaic System Materials:

Tigo Energy	Dual Module Energy Maximizer	$ 2,150.00
Tigo Energy	Energy Maximizer Management Unit	$ 400.00
Tigo Energy	Module Maximizer Gateway	$ 280.00
Tigo Energy	5 Year Online Monitoring Plan	$ 250.00
EcoFasten	Green Fasten Single Flashing	$ 320.00
EcoFasten	Solar Compression Bracket	$ 380.00
EcoFasten	Solar Stainless Steel Fastener	$ 60.00
SMA Sunny Boy	10.0 Kw Grid-Tied Solar Inverter	$ 4,350.00
ReneSola	250 Watt Solar Module	$ 11,750.00
MidNite Solar	String Combiner Box	$ 50.00
LittleFuse	15A 600VDC String Fuses	$ 20.00
SolaDeck	Roof Mount Combiner/Enclosure	$ 70.00
SquareD	AC Disconnect 60A 2-Pole	$ 140.00
Unirac	18” - 30” Adjustable Tilt Leg	$ 800.00
Unirac	Clear, Serrated L-Feet	$ 180.00
Unirac	168” Clear Anodized Rail	$ 1,650.00
Unirac	Mid-Clamp BLK	$ 170.00
Unirac	End-Clamp BLK	$ 50.00
Unirac	Rail Splice Bar	$ 50.00
Unirac	Unirac Grounding Lug	$ 90.00
Unirac	UGC-1 Ground Clip	$ 40.00
	All Additional Required Materials	$ 4,850.00
	All Building Permit Costs	$ 1,200.00
	Material Handling	$ 1,400.00
	Installation	$ 8,450.00

TOTAL COST	**$ 39,150.00**

(50% Down Payment Required)

Authorized Sales Representative Signature _____ **Date**_____

ACCEPTANCE OF PROPOSAL (buyer) Signature _____ **Date**_____

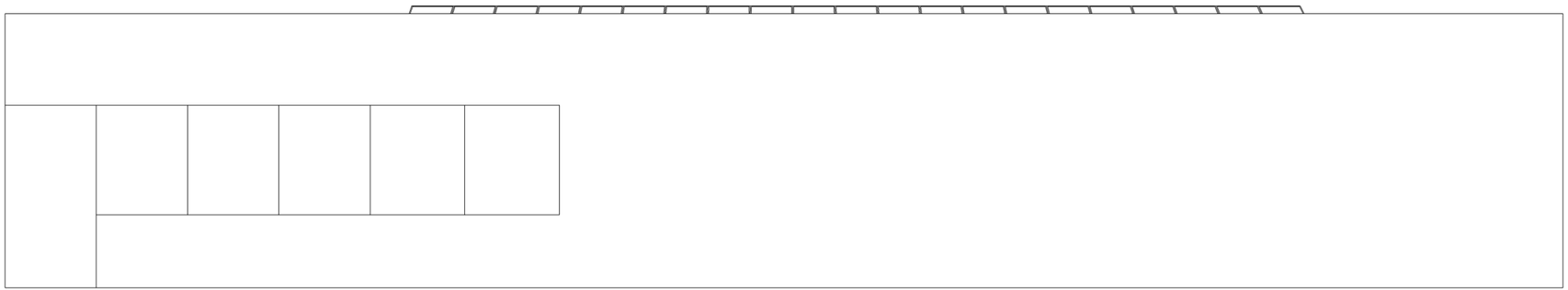
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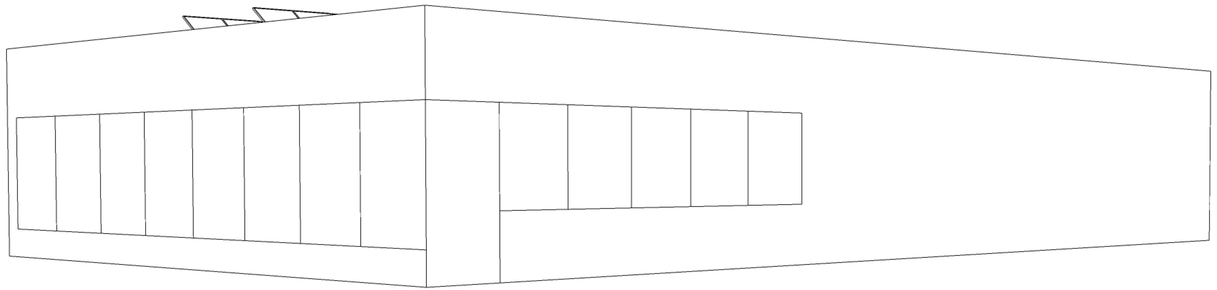
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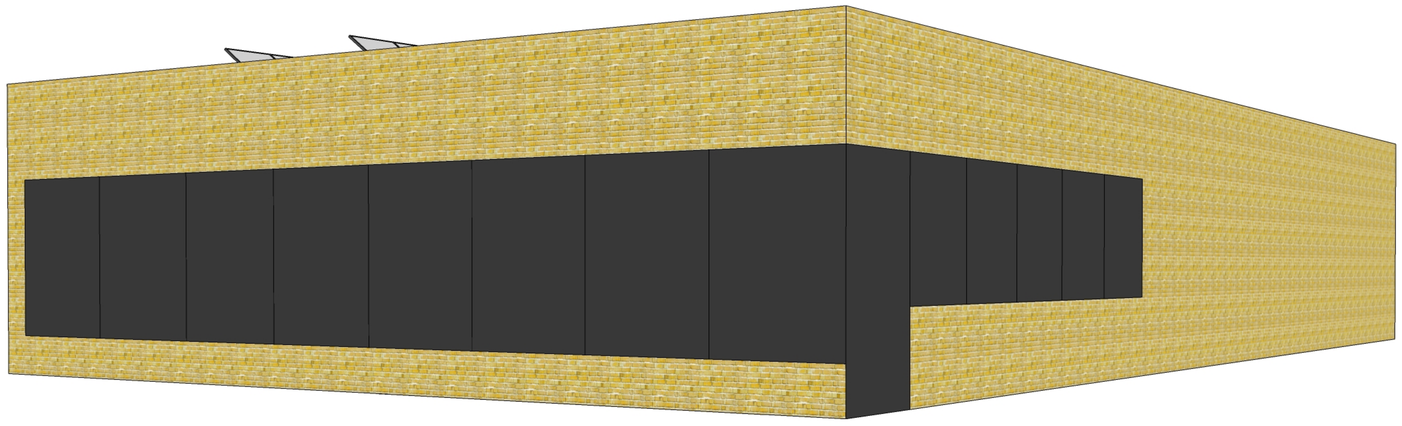
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Lincolnwood
Medical Center
STOP
OPEN
06/21/2013 12:10

Return to V.B. Agenda




Lincolnwood
Medical Center
OPEN
06/21/2013 12:12

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 13**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt a Resolution Approving a Preliminary and Final Plat of Subdivision for the Property Located at 3700 West Pratt Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Lincolnwood Properties Trust (Trim Tex), seeks approval of a Preliminary and Final Plat of Subdivision, along with five Subdivision Ordinance variations, in order to consolidate into one lot of record, 11 existing lots comprising a total of 7.53 acres. Trim Tex is located at 3700 West Pratt Avenue and is within the Village's MB Light Manufacturing/Business District.

The consolidation of lots requires Preliminary and Final Plat approval as well as compliance with the Subdivision Ordinance. Trim Tex seeks this action in order to consolidate their properties into one lot. There are no improvements proposed to private or public property as part of this consolidation request.

On May 1, 2013, Lincolnwood Properties requested that the Plan Commission review their consolidation request as a combined Preliminary and Final Plat pursuant to Section 16-4-3 of the Subdivision Ordinance. The Plan Commission concurred and determined that the consolidation request can be effectively considered without separate preliminary and final review.

Public Hearing
The Plan Commission held the requisite public hearing on the combined Preliminary and Final Plat of Subdivision request at its July 10, 2013 meeting. The Plan Commission deliberated the five variations from the Subdivision Ordinance requested as part of the consolidation request. The Plan Commission found that the regulations of the Subdivision Ordinance may not be directly relevant to consolidation requests. There was consensus to approve four of the five requested variations after brief deliberation. These variations are as follows:

1. To permit the consolidation of lots that will result in a total of six sides, rather than the requirement that a lot not exceed four sides, and
2. To permit the consolidation of 11 lots, rather than the maximum of not more than two lots, and

3. To permit the consolidation of lots without the installation of required streets trees along all parkways in the subdivision, and
4. To permit the consolidation of lots without the installation of required standard streetlights.

The Plan Commission spent the majority of its time deliberating a fifth variation request. The Subdivision Ordinance requires that sidewalks shall be provided on both sides of all streets within a subdivision. Currently, there is no sidewalk along the Pratt Avenue frontage of the Trim-Tex property from approximately the railroad right-of-way west to the loading dock. The Applicant does not intend to install a sidewalk in this area and therefore requires a variation. The Plan Commission discussed the need for sidewalks along Pratt Avenue and the area in general. Ultimately, the consensus was to recommend the requested sidewalk variation as the Plan Commission found difficulties in installing a code complaint sidewalk in the specified location. Also, the Plan Commission noted that while not ideal, along the south side of Pratt Avenue there is an existing sidewalk.

No one from the public was present to testify on the requested consolidation.

Recommendation

By a unanimous 7-0 vote, the Plan Commission recommends that the Combined Preliminary and Final Plat of Subdivision entitled "Koenig Subdivision", prepared by Chamberlin/Masse Engineering consisting of one sheet and dated December 11, 2012, be approved. The Plan Commission further recommends approval of the following variations;

1. To permit the consolidation of lots that will result in a total of six lot lines, rather than a parcel with a maximum of four lot lines, and
2. To permit the consolidation of more than two lots, and
3. To permit the consolidation of lots without the installation of required streets trees along all parkways in the subdivision, and
4. To permit the consolidation of lots without the installation of required standard streetlights, and
5. To permit the consolidation of lots without the installation of required sidewalks along the streets within the subdivision.

Consistent with this Plan Commission recommendation, attached for approval is the proposed Resolution prepared by the Village Attorney.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Excerpt of Minutes from July 10, 2013 Plan Commission
3. Plan Commission July 10, 2013 Packet
    a. Staff Report to Plan Commission
    b. Excerpt of Minutes from May 1, 2013 Plan Commission
    c. Subdivision Application Packet

i. Subdivision Application
ii. Commitment for Title Insurance
iii. Final Plat of Consolidation – "Koenig Subdivision"

RECOMMENDED MOTION:
Move to approve a Resolution approving a Preliminary and Final Plat of Subdivision and certain variations from the Subdivision Ordinance for the property commonly known as 3700 West Pratt Avenue.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION
(3700 West Pratt Avenue)

WHEREAS, Lincolnwood Properties, L.P. (***"Applicant"***), is the owner of record of the property consisting of eleven parcels comprising a total of approximately 7.53 acres (***"Property"***), identified as Lot 1 on that certain plat entitled Koenig Subdivision, prepared by Chamberlin/Masse Engineering, consisting of one sheet and dated December 11, 2012 (***"Plat"***); and

WHEREAS, the Applicant seeks to consolidate the Property into one lot; and

WHEREAS, the Applicant has applied for preliminary and final approval of the Plat pursuant to Chapter 16 of the Municipal Code of Lincolnwood (***"Village Code"***); and

WHEREAS, on May 1, 2013, pursuant to Section 3 of Article 4 of Chapter 16 of the Village Code, the Plan Commission approved a combined preliminary and final review of the Plat; and

WHEREAS, on July 10, 2013, the Plan Commission recommended approval of the proposed preliminary and final Plat, subject to certain specified development conditions;

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 PLAT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution, the Plat is hereby approved in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

SECTION 3. GRANT OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution, the following variations from Chapter 16 of the Village Code are hereby approved with respect to the Plat, in accordance with, and pursuant to Article 10 of Chapter 16 of the Village Code, as follows:

A. A variation from Section 2(B) of Article 5 of Chapter 16 to permit the creation of a lot with more than four sides, due to abutting parcels;

B. A variation from Section 2(D)2 of Article 5 of Chapter 16 to permit the consolidation of more than two lots;

C. A variation from Section 4 of Article 5 of Chapter 16 to waive the requirement for the installation of trees and landscaping;

D. A variation from Section 1(A)(8) of Article 6 of Chapter 16 to waive the requirement for the installation of street lights; and

E. A variation from Section 1(B) of Article 6 of Chapter 16 to waive the requirement for the installation of new sidewalks along the property lines of the Property in the abutting rights-of-way.

SECTION 4. CONDITIONS. The approval of the Plat in Section 2 of this Resolution and the grant of variations in Section 3 of this Resolution are conditioned upon the Applicant complying with the following:

A. The Applicant shall secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Plat, prior to recordation;

B. The Plat shall include all certificates, signatures, and seals as required by Chapter 16 of the Village Code; and

C. Survey monuments shall be installed as required pursuant to Section 16-5-9 of the Village Code.

SECTION 5. WAIVER OF ENGINEERING PLANS. Pursuant to Section 5(G) of Article 4 of Chapter 16 of the Village Code, the Village President and Board of Trustees hereby waive the requirement for approval of final engineering plans for the Property.

SECTION 6. EXECUTION OF PLAT. Upon satisfaction of the conditions set forth in Section 4 of this Resolution, the Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat.

SECTION 7. RECORDATION OF THE PLAT. Upon execution of the Plat by the Village President and the Village Clerk, as provided in Section 6 of this Resolution, the Village Clerk is directed to cause the Plat to be recorded in the office of the Cook County Recorder.

SECTION 8. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 20__.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 20__.

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

ATTESTED and FILED in my office this
_____ day of _____, 20__

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

#25336573_v1

EXHIBIT A

PLAT

KOENIG SUBDIVISION

BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: LOT 9 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960, AS DOCUMENT 17604788, AND ALSO THE VACATED ALLEY LYING EAST OF AND ADJOINING AFOREMENTIONED LOT 9, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1 AND 4 IN GEORGE REMBERT'S PRATT AVENUE SUBDIVISION, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9703063, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF PRATT AVENUE, DISTANT 50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID MAIN TRACK CENTERLINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 20; THENCE NORTHEASTERLY PARALLEL WITH SAID ORIGINAL CENTERLINE BETWEEN MAIN TRACKS, A DISTANCE OF 280 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20 FEET, MORE OR LESS, TO A POINT DISTANCE 33.50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MOST NORTHWESTERLY OR WEST BOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHWESTERLY PARALLEL WITH SAID LAST DESCRIBED MAIN TRACK CENTERLINE, A DISTANCE OF 272 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID PRATT AVENUE; THENCE WESTERLY ALONG SAID NORTH LINE OF PRATT AVENUE, A DISTANCE OF 22 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN GEORGE REMBERT'S PRATT AVENUE SUBDIVISION SAID CORNER BEING ON THE NORTH LINE OF PRATT AVENUE, AFORESAID BEING 25 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID CENTERLINE WAS ORIGINALLY LOCATED AND ESTABLISHED; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND PARALLEL TO SAID ORIGINAL CENTERLINE, A DISTANCE OF 280.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20.0 FEET, MORE OR LESS, TO A POINT DISTANT 33.50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MOST NORTHWESTERLY OR WEST BOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY AS SAID TRACK WAS FORMERLY LOCATED, SAID POINT ALSO BEING 33.43 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE PRESENT MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL TO THE SAID SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTERLINE OF SAID PRESENT MAIN TRACK, A DISTANCE OF 271.21 FEET TO A POINT ON THE NORTH EASTERLY AVENUE, THENCE EASTERLY ALONG THE NORTH LINE OF PRATT AVENUE, A DISTANCE OF 74.81 FEET TO A LINE PARALLEL WITH AND DISTANT 100.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID PRESENT MAIN TRACK; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTERLINE OF SAID PRESENT MAIN TRACK, A DISTANCE OF 265.49 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF SAID PRESENT MAIN TRACK THROUGH THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, A DISTANCE OF 13.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, SAID POINT OF BEGINNING BEING ALSO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST MORSE AVENUE AND THE NORTHWESTERLY RIGHT OF WAY LINE OF JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.58 FEET TO A POINT IN THE CENTERLINE OF SAID WEST MORSE AVENUE; THENCE EASTERLY ALONG THE EXTENDED CENTERLINE OF WEST MORSE AVENUE FORMING AN ANGLE OF 113 DEGREES 27 MINUTES 20 SECONDS TO THE LOT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 35.50 FEET TO A POINT; THENCE SOUTHWESTERLY FORMING AN ANGLE OF 66 DEGREES 27 MINUTES 32 SECONDS TO THE LOFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 332.61 FEET TO A POINT; THENCE NORTHWESTERLY FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 28 SECONDS TO THE LOFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 20.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7 FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LOFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 262.43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

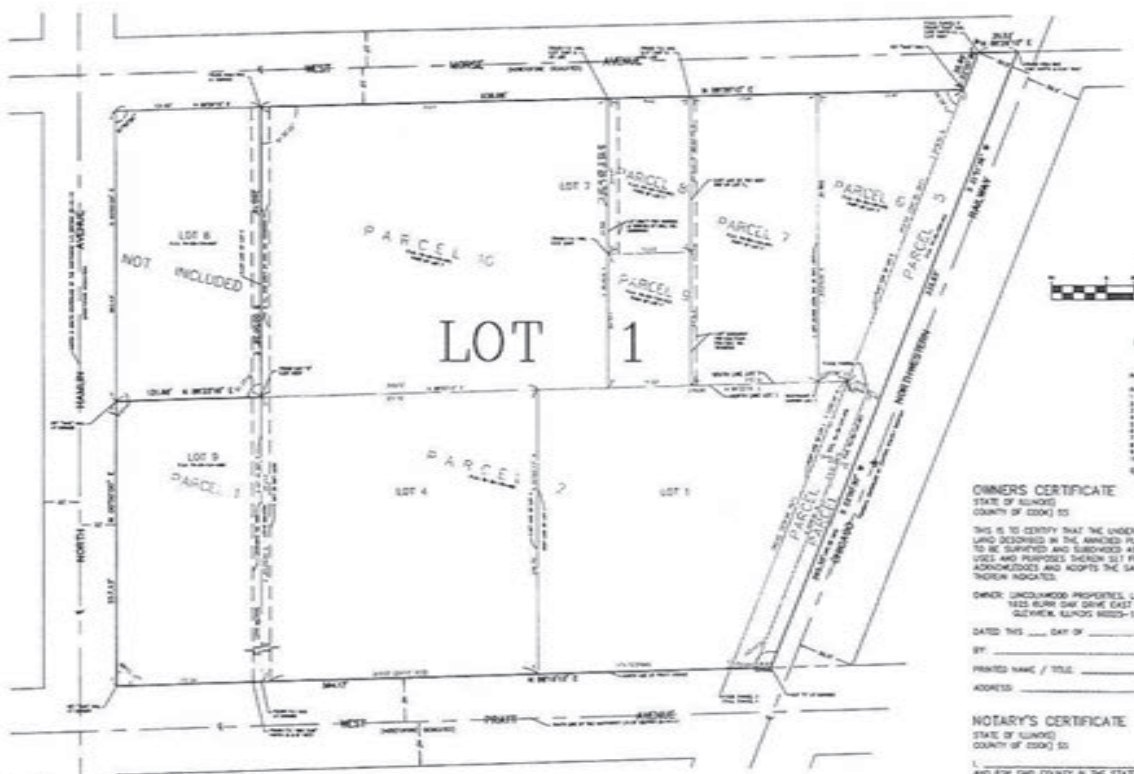
PARCEL 6: LOT 7, EXCEPT THE WEST 305.00 FEET (AS MEASURED PARALLEL WITH THE WEST LINE) THEREOF, IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS.

PARCEL 7: THE EAST 115 FEET (AS MEASURED PARALLEL TO THE WEST LINE) OF THE WEST 305 FEET OF LOT 7 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS.

PARCEL 8: THE NORTH 140 FEET (AS MEASURED PARALLEL WITH THE WEST LINE) OF THE EAST 75.0 FEET OF THE WEST 280 FEET (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE) OF LOT 7 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS

PARCEL 9: THE EAST 75.0 FEET OF THE WEST 280 FEET (EXCEPT THE NORTH 140 FEET) OF LOT 7 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS

PARCEL 10: THE WEST 315 FEET OF LOT 7 (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS.



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

DATE: DECEMBER 11, 2013

PARCEL #	AREA (SQ.FT.)	AREA (AC)
1	25,000	0.57
2	11,574	0.27
3	7,500	0.17
4	11,574	0.27
5	3,663	0.08
6	10,748	0.25
7	35,000	0.80
8	10,500	0.24
9	10,500	0.24
10	11,340	0.26
TOTAL	161,399	3.71

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

OWNER: LINCOLNWOOD PROPERTIES, L.P. A LIMITED PARTNERSHIP
9223 BURR OAK DRIVE EAST
OAK FOREST, ILLINOIS 60203-1834

DATED THIS ___ DAY OF _____, A.D., 20___

BY: _____

PRINTED NAME / TITLE: _____

ADDRESS: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY SIGNED THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ___ DAY OF _____, A.D., 20___

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I VINCENT J. MASSE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO 035-2804 DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON HAS BEEN SURVEYED AND SUBDIVIDED, AND THAT PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF, ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE PARCEL CONTAINS 327,991 SQUARE FEET OR 7.53 ACRES AND THAT ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17031C0031J, DATED AUGUST 19, 2008 THE PROPERTY HEREON DESCRIBED IS SITUATED WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.1% ANNUAL CHANCE FLOOD PLAIN).

I FURTHER CERTIFY THAT THIS SUBDIVISION IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS AND THAT IRON ROD MONUMENTS WILL BE SET AT LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT.

I HEREBY AUTHORIZE THE VILLAGE OF LINCOLNWOOD TO RECORD THIS PLAT OF SUBDIVISION IN MY ABSENCE.

DATED THIS ___ DAY OF _____, A.D., 20___

_____
VINCENT J. MASSE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2804

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT.

DATED THIS ___ DAY OF _____, A.D., 20___

BY: _____
CHAIRMAN

ATTEST: _____

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT THE VILLAGE ENGINEER OF LINCOLNWOOD, ILLINOIS HAS REVIEWED AND APPROVED THIS PLAT

DATED THIS ___ DAY OF _____, A.D., 20___

_____
VILLAGE ENGINEER

BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS AT A MEETING HELD THIS ___ DAY OF _____, A.D., 20___

BY: _____
PRESIDENT

ATTEST: _____

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, TREASURER FOR THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT.

DATED THIS ___ DAY OF _____, A.D., 20___

_____
VILLAGE TREASURER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, COUNTY CLERK OF COOK COUNTY ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT CHICAGO, COOK COUNTY, ILLINOIS THIS ___ DAY OF _____, A.D., 20___

_____
COUNTY CLERK

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS THIS ___ DAY OF _____, A.D., 20___

_____
COUNTY RECORDER

RECEIVED
APR - 9 2014
LINCOLNWOOD COMMUNITY DEVELOPMENT

CHAMBERLIN / MASSE ENGINEERING
LAND SURVEYORS ~ PLANNERS ~ ENGINEERS
11404 W. PETRONELLA DRIVE, SUITE 2
LIBERTYVILLE, ILLINOIS 60048
(847) 362-8444 FAX 362-9206

DRAWN BY:	JOB NO. 20131476	DRAWING NO.
CHECKED BY: VJM	F.B. P.C.	1 OF 1

MEETING MINUTES OF THE
PLAN COMMISSION
July 10, 2013
7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN

MEMBERS PRESENT:
Chairman Paul Eisterhold
Irving Fishman
Don Sampen
Mark Yohanna
Patricia Goldfein
Sue Auerbach
Steve Jakubowski

MEMBERS ABSENT:

STAFF PRESENT:
Community Development Manager Aaron N. Cook, AICP
Community Development Coordinator Lauren Wolf

VILLAGE COUNSEL:
Hart Passman

OTHERS PRESENT:
Mayor Turry
Trustee Cope

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of six members present and called the meeting to order at 7:06 p.m. Chairman Eisterhold notified the public that Commissioner Jakubowski would be late.

II. APPROVAL OF MINUTES

Motion to approve the June 5, 2013 Plan Commission minutes was made by Commissioner Fishman and Seconded by Commissioner Yohanna with minor grammatical changes. Motion approved 5-0-1 with Commissioner Auerbach abstaining.

III. Public Hearing: Final Plat of Consolidation – 3700 West Pratt Avenue Request: Review of Final Plat of Consolidation and Certain Variations from the Subdivision Ordinance

Chairman Eisterhold swore in petitioners present, Mr. Leo Budzik and Mr. Thomas Budzik.

Development Manager Cook explained that the request is to consolidate eleven parcels and combine them into one parcel. The property owners indicated that no work and no improvements will occur on the property, it is simply to consolidate the property. Variations are being sought because the subdivision ordinance treats all requests the same. Mr. Cook explained the subdivision ordinance requires street lights, sidewalks, and other landscaping requirements to be installed. Five technical variations are required; lot shapes, consolidations, landscaping, streetlights, and sidewalks are being sought for relief.

Commissioner Jakubowski explored having the installation of sidewalks in front of the property along Pratt Avenue. However, the parkway trees are too close to the street and property to install proper sidewalks.

Mr. Leo Budzik explained that years ago street lights, and landscaping were installed on the property per the request of the Village. The only reason they are seeking this is to alleviate receiving eleven tax bills and only want to receive one.

Chairman Eisterhold noted that the Trim-Tex building has made many upgrades and modifications to the property and over all made it a very clean campus. All the landscaping is fairly new. They definitely made that area more attractive.

Mr. Leo Budzik indicated this request has no impact on the easements and it will remain the same as it is now.

Mr. Passman explained that they would need approval from the easement holder. The easement is enforced regardless of the lot lines.

Commissioner Goldfein questioned if this would have an impact on the tax bill amounts. Mr. Passman indicated that he was unaware of that happening in this case.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Commissioner Yohanna made a motion to approve the Final Plat of Consolidation and five subdivision ordinance variations; lot shapes, consolidations, landscaping, streetlights and sidewalks to consolidate eleven parcels into one lot of record. Seconded by Commissioner Auerbach. Motion carried 7-0.

IV. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment (*Continued from May 1, 2013, March 6, 2013 and February 6, 2013)*
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges, Consideration of Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or

Staff Report
Plan Commission
July 10, 2013

Subject Property:
3700 West Pratt Avenue

Zoning District: MB Light Industrial/Business District

Petitioner: Lincolnwood Properties, Property Owner

Nature of Request: The petitioner seeks approval of a Final Plat of Consolidation and certain variations to consolidate eleven parcels into one lot of record.



Notification: Notice of the July 10, 2013 meeting was published in the Lincolnwood Review on June 20, 2013. One Public Hearing Sign was also installed at 3700 West Pratt Avenue (facing Pratt Avenue).

Summary of Request

At the May 1st meeting, the Plan Commission concurred with Lincolnwood Properties' request that their proposed Plat of Consolidation can be effectively and fully considered without separate preliminary and final review. As a result, Lincolnwood Properties has submitted their application for Final Plat review. The subject property, which is the location of Trim-Tex, is comprised of eleven underlying parcels which the property owner seeks to consolidate into one lot of record. The proposed consolidation is within the MB Light Manufacturing/Business District. No improvements to private or public property are proposed as part of this consolidation request.

Subdivision Ordinance Variations

1. Section 16-5-2(B) Lot Shapes: *"Every lot shall have four sides."* The applicant requires a variation to permit the consolidation of parcels that will result in a total of six lot lines. Trim-Tex seeks to consolidate their existing parcels. In order to consolidate all eleven into one parcel the result is a six-sided lot. As a result, Trim-Tex requires a variation to permit the consolidation as proposed.
2. Section 16-5-2(D)(2) Consolidations - More than two lots: *"No consolidation of more than two lots shall be permitted unless a variation is granted..."* As previously

indicated, Trim-Tex seeks to consolidate all eleven of their parcels into one lot. As a result, they require a variation as per Section 16-5-2(D)(2). The Subdivision Ordinance contains a list of certain conditions that may be imposed upon request for relief from this section. Those conditions include but are not limited to:

a. The installation of additional landscaping on the lot;
b. An increase in the width of any required yard or yards on such lot beyond what is required by the Zoning Ordinance;
c. A restriction on the gross floor area for the lot that is less than what is permitted by the Zoning Ordinance; and
d. A restriction on the maximum impervious surface on the lot.

3. Section 16-5-4 Landscaping: *"Street trees shall be installed along all parkways in the subdivision...Landscaping may be required when the Village determines that additional landscaping is desirable or necessary to mitigate the impact of any new buildings or structures..."* As indicated previously, Trim-Tex is not proposing any new construction upon approval of the Plat of Consolidation. Trim-Tex is not proposing any landscaping as part of their Plat of Consolidation. There are street trees along Pratt Avenue however no such street trees are in place along Hamlin Avenue or Morse Avenue. Much of the length of the property along both Hamlin Avenue and Morse Avenue is a continual curb cut which does not allow for the installation of street trees.
4. Section 16-6-1(A)(8) Streetlights: *"Standard streetlights shall be installed..."* Trim-Tex is not proposing any streetlights as part of their Plat of Consolidation. There are streetlights installed along Pratt Avenue but no such streetlights are installed along Hamlin Avenue and only a few along Morse Avenue. As stated before, much of the length of the property line along both Hamlin Avenue and Morse Avenue is a continual curb cut which does not allow for installation of streetlights.
5. Section 16-6-1(B) Sidewalks: *"Sidewalks shall be provided on both sides of all streets..."* Currently, there are sidewalks along Morse Avenue and Hamlin Avenue. Along Pratt Avenue there is no sidewalk from the railroad right-of-way west until the loading dock facing Pratt Avenue. The remaining 215 feet west of the loading dock has hardsurfaced walking area (driveway/sidewalk). Trim-Tex is not proposing to install any new sidewalk as part of the Plat of Consolidation.

Conclusion

The property owner is seeking approval of a Final Plat of Consolidation and variations from the Subdivision Ordinance. Trim-Tex desires to consolidate eleven parcels into one lot of record. Trim-Tex is not proposing any improvements as part of the Consolidation. The Subdivision Ordinance requires for all Subdivisions, which includes Plats of Consolidation, certain design and improvement requirements. The Applicant in addition to seeking approval of the Plat of Consolidation also seeks certain variations.

Documents Attached

1. Plan Commission Minutes – May 1, 2013
2. Subdivision Application Packet
    a. Subdivision Application
    b. Commitment for Title Insurance
    c. Final Plat of Consolidation – "Koenig Subdivision"

MEETING MINUTES OF THE PLAN COMMISSION
May 1, 2013
7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN

MEMBERS PRESENT:
Chairman Paul Eisterhold
Patricia Goldfein
Sue Auerbach
Don Sampen

MEMBERS ABSENT:
George Touras
Mark Yohanna
Steve Jakubowski

STAFF PRESENT:
Community Development Manager Aaron N. Cook, AICP
Community Development Coordinator Lauren Wolf

VILLAGE COUNSEL
None.

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of four members present and called the meeting to order at 7:10 p.m. Chairman Eisterhold notified public that Commissioners' Touras, Yohanna and Jakubowski would not be in attendance.

II. APPROVAL OF MINUTES

Motion to approve the April 3, 2013 Plan Commission minutes was made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 3-0 with Chairman Eisterhold's abstention.

Chairman Eisterhold notified the public and Commission that agenda items #7 and #11 regarding Firearms Shooting Ranges and Appeals of Administrative Hearing Officer will take more deliberation and would like the Village Attorney present and will continue these two items to a date certain of July 10, 2013. Motion to continue made by Commissioner Auerbach and Seconded by Commissioner Sampen. 4-0 Approved.

III. Review of Plat of Consolidation: Consideration of Combined Preliminary and Final Plat of Subdivision – 3700 West Pratt Avenue
Request: Request to Review Proposed Plat of Consolidation in Accordance with Final Plat of Subdivision Review Only Rather than Preliminary and Final Plat of Subdivision Reviews

Chairman Eisterhold noted to the public and petitioners that his daughter used to babysit for the owner of Trim-Tex and purchased girl scout cookies from the family. If anyone had an issue with this please come forward. No one in audience indicated any issue.

Chairman Eisterhold indicated two petitioners are present and swore them in. Mr. Leo Burzik with Trim-Tex and Mr. Marek Krzyzanowski with Double "M" Chamberlin Masse, Engineer for property.

Development Manager Cook indicated that this request is for parcel consolidation and if it could be done in one meeting, rather than two public hearings. Lincolnwood Properties Trust seeks under Section 16-4-3 of the Subdivision Code for the elimination of preliminary review of a Major Subdivision. If the elimination of preliminary review is granted, the Plat of Consolidation will be reviewed at a future regularly scheduled meeting of the Plan Commission in accordance with all notice requirements. There are eleven underlying parcels which the property owner seeks to consolidate into one lot of record. No improvements are proposed with this consolidation request.

Commissioner Auerbach and Goldfein both indicated that this makes sense to approve and to consolidate.

Chairman Eisterhold asked if anyone in the audience wanted to speak on the matter. There was none.

Petitioner Mr. Burzik thanked the Commission for time and consideration on the matter. We are bombarded with a lot of paper work because of all the parcels, but this was an existing problem and want to clean it up.

Commissioner Auerbach made a motion to allow the petitioner to proceed with Final Plat of Consolidation and combine Final Plat of Subdivision. Seconded by Commissioner Goldfein. Motion carried 4-0.

IV. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment
(Continued from March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs

Development Manager Cook stated at the March 6, 2013 meeting the Commission indicated to Staff that they liked the Morton Grove Sign Ordinance, and wanted to mirror that. Staff needs clarification on how to regulate these signs. Staff took photos of signs that are in existence, and explained that none of them would be in compliance with the Morton Grove Ordinance.

Commissioner Auerbach stated that it seems these examples are in line with pedestrians. However, signs should not be in the public right-of-way.

VILLAGE OF LINCOLNWOOD
Community Development Department

Public Hearing Application
Subdivision/Consolidation

SUBJECT PROPERTY

Property Address: 3700 W. PRATT AVE. ; LINCOLNWOOD

Permanent Real Estate Index Number(s): 10-35-134-008; 10-35-134-005; 10-35-134-016; 10-35-134-017; 10-35-500-012; 10-35-134-015; 10-35-134-014; 10-35-134-012; 10-35-134-013 10-35-134-011

Zoning District MB Lot Area: 7.53 AC.

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

TWO LARGE MANUFACTURING BUILDINGS, PARKING LOTS, SIDEWALKS, DRIVEWAYS, AND FENCES

Are there existing development restrictions affecting the property? V Yes ___ No
(*Examples: previous variations, conditions, easements, covenants*)

If yes, describe: EXISTING EASEMENTS

REQUESTED ACTION

- ☐ Preliminary Plat of Subdivision
- ☐ Final Plat of Subdivision
- ☐ Minor Subdivision
- ☒ Plat of Consolidation
- ☐ Plat of Vacation
- ☐ Subdivision Variation

PROJECT DESCRIPTION

Describe the Request, Project and Requested Variations:

OWNER REQUSTS THE CONSOLIDATION OF 10 PARCELS INTO A SINGLE LOT OF RECORD FOR THE PURPOSE OF CONSOLIDATING THE REAL ESTATE TAX BILLS.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s): KATIE KOENIG, DEBOCD DEBORAH KOENIG

Name: (List all beneficiaries if Trust): LAUREN KOENIG, LINDSEY KOENIG

Address: 1925 BURR OAK DR E GLENVIEW, IL 60025-1856

Telephone: (847) 729-3315 Fax: (___) ___ E-mail Address: debo@comcu

Petitioner (*if different from owner*):

Name: ___ Relationship to Property: ___

Address: ___

Telephone: (___) ___ Fax: (___) ___ E-mail Address: ___

REQUIRED ATTACHMENTS *

Check all documents that are attached:

Plat of Survey	____
Plat of Subdivision	X
Final Engineering (Final Plat Only)	____
Copy of Current Title Policy	X
Copies of Other Applications	____
PDF files of all drawings	X

**The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

For Office Use Only

Fee: 500 Deposit: 2000

Date Received: 6/6/13

Checked By: Laurenwolf

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 subdivision 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 18-3-1(A) of the Village of Lincolnwood Subdivision Ordinance, both the petitioner and the property owner shall be jointly and severely liable for the payment of such out-of-pocket costs.

Invoices in connection with this application shall be directed to:

Name: TRIM - TEX

Address: 3700 W. PRATT

City, State: LINCOLNWOOD IL 60712

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Section 18-3-1 of the Village Subdivision 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

Deborah Koenig 3/18/13

Signature Date

Deborah Koenig

Print Name

PETITIONER *(If different than property owner)*

Signature Date

Print Name

COMMITMENT FOR TITLE INSURANCE

Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Issued By:

CHICAGO TITLE INSURANCE COMPANY
10 S. LASALLE ST. 3100
CHICAGO, IL 60603

Refer Inquiries To:
(312)223-3025

By

Authorized Signatory

Commitment No.: 1401 008917484 D1

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: LEVENFELD - MATTER 34874.58987 - 2 ORDER NO.: 1401 008917484 D1

EFFECTIVE DATE: OCTOBER 30, 2012

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY:	ALTA OWNERS 2006
AMOUNT:	$10,000.00
PROPOSED INSURED:	TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
LINCOLNWOOD PROPERTIES, L.P., AN ILLINOIS LIMITED PARTNERSHIP

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008917484 D1

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008917484 D1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 9 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT 17954788, IN COOK COUNTY, ILLINOIS.

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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 008917484 D1

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.

4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 8.

1. TAXES FOR THE YEAR(S) 2012
   2012 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 2011 FIRST INSTALLMENT WAS DUE MARCH 1, 2012
NOTE: 2011 FINAL INSTALLMENT WAS DUE AUGUST 1, 2012

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
10-35-134-008-0000	1 OF 1	2011	$18,565.05	PAID	$14,882.85	PAID

C 9. NOTE: THE LAND LIES WITHIN A COUNTY WHICH IS SUBJECT TO THE PREDATORY LENDING DATABASE ACT (765 ILCS 77/70 ET SEQ. AS AMENDED). A CERTIFICATE OF COMPLIANCE WITH THE ACT OR A CERTIFICATE OF EXEMPTION THEREFROM MUST BE OBTAINED AT TIME OF CLOSING IN ORDER FOR THE COMPANY TO RECORD ANY INSURED MORTGAGE. IF THE

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008917484 D1

CLOSING IS NOT CONDUCTED BY THE COMPANY, A CERTIFICATE OF COMPLIANCE OR A CERTIFICATE OF EXEMPTION MUST BE ATTACHED TO ANY MORTGAGE TO BE RECORDED.

NOTE: FOR KANE, WILL AND PEORIA COUNTIES, THE ACT APPLIES TO MORTGAGES RECORDED ON OR AFTER JULY 1, 2010.

E 10. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

F 11. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

G 12. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

H 13. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN LINCOLNWOOD. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

I 14. THE PARTNERSHIP AGREEMENT ESTABLISHING THE PARTNERSHIP OF LINCOLNWOOD PROPERTIES, L.P., AN ILLINOIS LIMITED PARTNERSHIP, TOGETHER WITH ALL AMENDMENTS THERETO, PROPERLY IDENTIFIED IN WRITING BY ALL THE PARTNERS AS BEING THE TERMS AND PROVISIONS OF THE AGREEMENT UNDER WHICH THE PARTNERSHIP ACQUIRED AND HOLDS TITLE, SHOULD BE FURNISHED; AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS THEN MAY BE DEEMED NECESSARY.

NOTE: THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, WHICH MAY BE DISCLOSED AFTER A NAME SEARCH HAS BEEN MADE FOR JUDGMENTS AND OTHER MATTERS AGAINST ALL THE MEMBERS OF THE SAID PARTNERSHIP.

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008917484 D1

J 15. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE PARTNERSHIP AGREEMENT UNDER WHICH TITLE IS HELD.

P 16. BUILDING LINE AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 17954788, OVER THE SOUTH 80 FEET AND OVER THE WEST 25 FEET OF THE LAND.

Q 17. EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, THE ILLINOIS BELL TELEPHONE COMPANY AND NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO, IN THE WEST 1/2 OF THE VACATED NORTH AND SOUTH ALLEY LYING EAST OF AND ADJOINING LOTS 5 TO 19 OF GEORGE REINBERG'S PRATT AVENUE SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

K FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. UNTIL JULY 1, 2013, SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE OF FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

L FOR COOK COUNTY PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, IF ANY DOCUMENT OF CONVEYANCE FOR COOK COUNTY RESIDENTIAL REAL PROPERTY IS TO BE NOTARIZED BY AN ILLINOIS NOTARY PUBLIC, PUBLIC ACT 95-988 REQUIRES THE COMPLETION OF A NOTARIAL RECORD FOR EACH GRANTOR WHOSE SIGNATURE IS NOTARIZED. THE NOTARIAL RECORD WILL INCLUDE THE THUMBPRINT OR FINGERPRINT OF THE GRANTOR. THE GRANTOR MUST PRESENT IDENTIFICATION DOCUMENTS THAT ARE VALID; ARE ISSUED BY STATE OR FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE. THE COMPANY WILL CHARGE $25.00 PER NOTARIAL RECORD.

M "Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title Office regarding the application of this new law to your transaction."

N 18. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008917484 D1

0 19. INFORMATIONAL NOTE:

TO SCHEDULE ANY CLOSINGS IN THE CHICAGO COMMERCIAL CENTER, PLEASE CALL (312)223-2707.

** END **

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 1401 008917484 D1

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

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CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

Effective Date: May 1, 2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/ Requests for Correction, Amendment, or Deletion of Personal Information

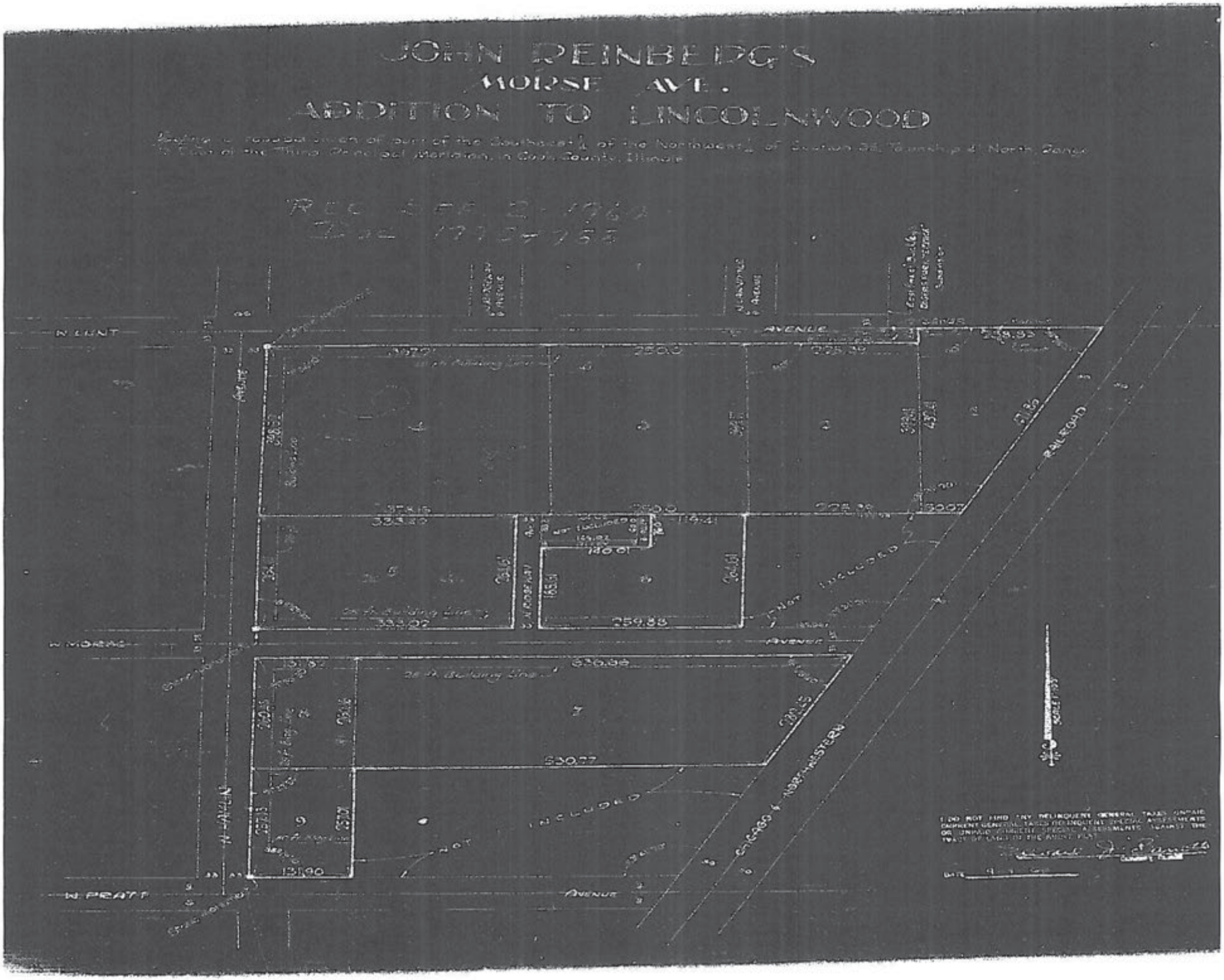
As required by applicable law, we will afford you the right to access your Personal Information,under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

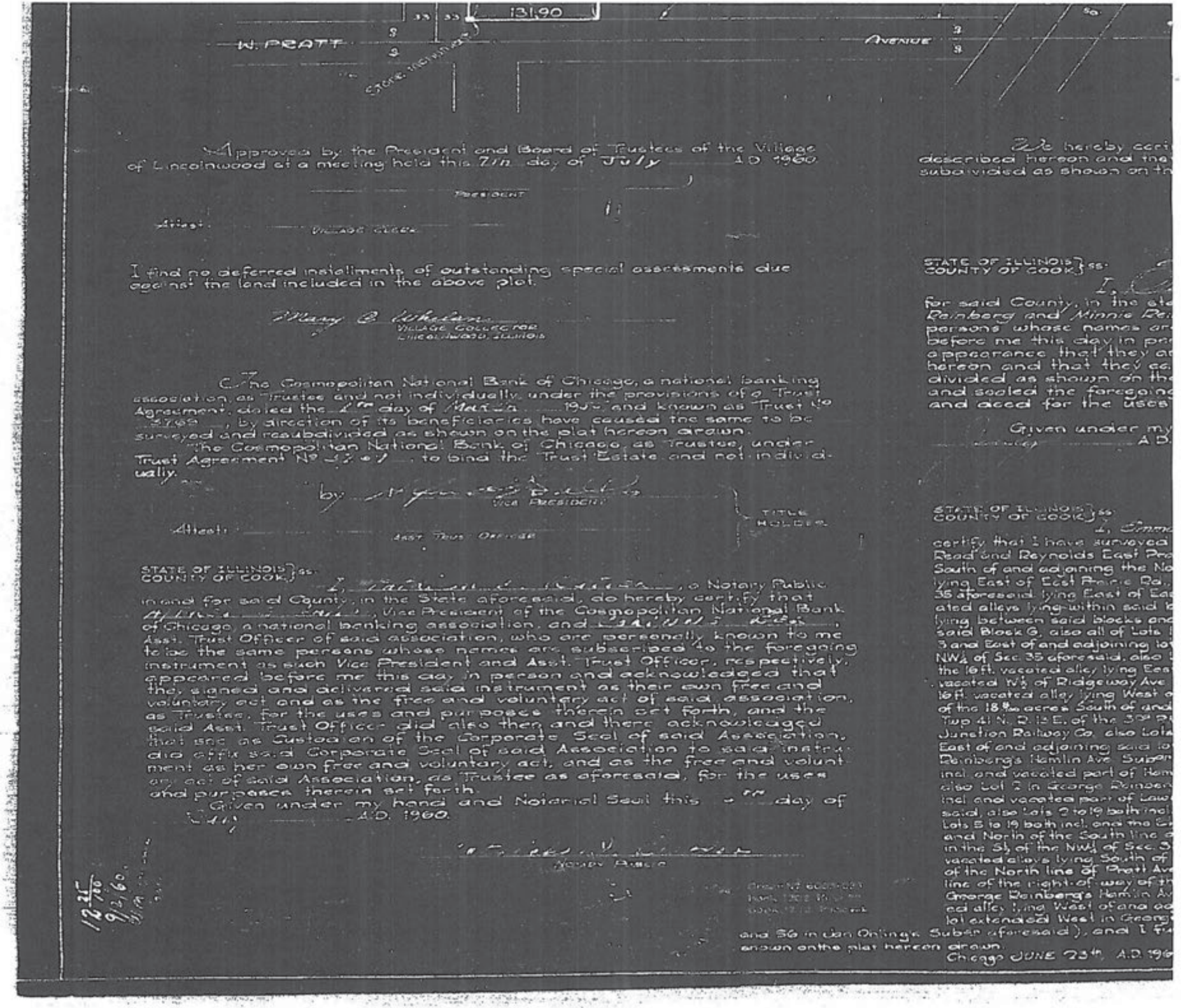
Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



Return to V.B. Agenda



Return to V.B. Agenda

AVENUE

DATE

Trustees of the Village
July A.D. 1960.

cial assessments due

cago, a national banking
he provisions of a Trust
, and known as Trust No
used the same to be
hereon drawn.
go, as Trustee, under
Estate and not individ-

TITLE HOLDER

, a Notary Public
do hereby certify that
nopolitan National Bank
personally known to me
scribed to the foregoing
ust Officer, respectively,
d acknowledged that
s their own free and
ct of said Association,
in set forth, and the
there acknowledged
d of said Association.
osition to said instru-
as the free and volunt-
oresaid, for the uses

Seal this day of

Public

We hereby certify that we are the owners of all of the property described hereon and that we caused the same to be surveyed and re-subdivided as shown on the plat hereon drawn.

Owner

Owner

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, [illegible], a Notary Public, in and for said County, in the state aforesaid, hereby certify that John Reinberg and Minnie Reinberg, personally known to me to be the same persons whose names are subscribed above as owners, appeared before me this day in person and acknowledged at the time of such appearance that they are the owners of the property described hereon and that they caused the same to be surveyed and resubdivided as shown on the plat hereon drawn, and that they signed and sealed the foregoing instrument as a free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal this 23rd day of June A.D. 1960.

Notary Public

STATE OF ILLINOIS } ss
COUNTY OF COOK }

I, Emmet Kennedy, a competent Illinois Land Surveyor do hereby certify that I have surveyed all of Blocks 4 and 5 and Lots 1, 2, 3 and 4 in Block 6 in Road and Reynolds East Prairie Road & Lunt Ave. Subdivision of that part of the 10 acres South of and adjoining the North 30 acres of the W½ of the NW¼ of Sec. 35, Twp 41 N., R 13 lying East of East Prairie Rd., also that part of the N. 8⅔ acres of the S½ of the NW¼ of Sec 35 aforesaid lying East of East Prairie Rd. (ex. railroad right-of-way) together with all vacated alleys lying within said blocks and those parts of Ridgeway Ave. & Lowndale Ave. lying between said blocks and that part of vacated Lunt Ave. lying North of and adjoining said Block 6, also all of Lots 1 to 12 both incl. and vacated alley lying West of and adjoining lot 3 and East of and adjoining lots 4 to 12 both incl. in George Reinberg's Hamlin Ave. Subdn in the NW¼ of Sec. 35 aforesaid, also Lot 57 (ex. the N. 16 ft. thereof) and all of lots 58 to 63 both incl. and the 16 ft. vacated alley lying East of and adjoining said lots, and lots 46 to 54 both incl. and the vacated W½ of Ridgeway Ave. lying East of and adjoining the East line of said lots, and the 16 ft. vacated alley lying West of and adjoining said lots all in Jan Ohling's Subdn of that part of the 18⅔ acres South of and adjoining the North 28⅔ acres of the S½ of the NW¼ of Sec. 35, Twp. 41 N. R. 13 E. of the 3rd P.M. East of East Prairie Rd and West of the right-of-way of the Junction Railway Co. also Lots 13 to 20 and Lot 3 together with the 16 ft. vacated alley lying East of and adjoining said lots 13 to 20 and West of and adjoining said lot 3 in George Reinberg's Hamlin Ave Subdn No 2, being a resubdn of Lots 28 to 36 and Lots 37 to 45 all incl. and vacated part of Hamlin Ave in Jan Ohling's Subdn in the NW¼ of Sec. 35, aforesaid, also Lot 2 in George Reinberg's Hamlin Ave. Subdn No 3 being a resubdn of lots 64 to 81 all incl. and vacated part of Lowndale Ave. all in Jan Ohlings Subdn in the NW¼ of Sec 35 aforesaid, also Lots 2 to 9 both incl. and the W½ of the vacated 16 ft. alley lying East of and adjoining Lots 5 to 19 both incl. and the S½ of said vacated alley lying West of and adjoining lot 3 aforesaid and North of the South line of said lot 3 extended West in George Reinberg's Pratt Ave Subdn in the S½ of the NW¼ of Sec. 35, aforesaid, being all of the Lots, Blocks, vacated streets and vacated alleys lying South of the center line of Lunt Ave. and said line extended East, North of the North line of Pratt Ave., East of the East line of Hamlin Ave and West of the Westerly line of the right of way of the C. & N.W. Ry. Co. in the Village of Lincolnwood (ex. Lot 1 in George Reinberg's Hamlin Ave Subdn No 3 also ex. Lots 1 & 4 and the E½ of the 16 ft. vacated alley lying West of and adjoining said lot 4 and lying South of the North line of said lot extended West in George Reinberg's Pratt Ave. Subdn, aforesaid, also except Lots 55 and 56 in Jan Ohling's Subdn aforesaid), and I further certify that I have resubdivided the same as correctly shown on the plat hereon drawn.

Chicago JUNE 23rd A.D. 1960

Registered Illinois Land Surveyor No. 1502

Return to V.B. Agenda

3700 Pratt PARCELS 2, 3, & 4

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: 3700 E PRATT AVE ORDER NO.: 1401 WP8377264 F1

EFFECTIVE DATE: APRIL 10, 2003

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY:	ALTA OWNERS 1992
AMOUNT:	$2,000,000.00
PROPOSED INSURED:	LINCOLNWOOD PROPERTIES LP

LOAN POLICY:	ALTA LOAN 1992
AMOUNT:	TO COME
PROPOSED INSURED:	TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

TRIM-TEX, INC., AN ILLINOIS CORPORATION

4. MORTGAGE OR TRUST DEED TO BE INSURED:

TO COME.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 WP8377264 F1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL ~~1~~ 3:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PRATT AVENUE, DISTANT 50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 35; THENCE NORTHEASTERLY PARALLEL WITH SAID ORIGINAL CENTER LINE BETWEEN MAIN TRACKS A DISTANCE OF 280 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 20 FEET, MORE OR LESS, TO A POINT DISTANT 22.5 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST NORTHWESTERLY OR WEST-BOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHWESTERLY PARALLEL WITH SAID LAST DESCRIBED MAIN TRACK CENTER LINE A DISTANCE OF 272 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID PRATT AVENUE; THENCE WESTERLY ALONG ALONG SAID NORTH LINE OF PRATT AVENUE A DISTANCE OF 22 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: ✓

LOTS 1 AND 4 IN REINBERG'S PRATT AVENUE SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL ~~3~~ 4:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, IN GEORGE RINBERG'S PRATT AVENUE SUBDIVISION, SAID CORNER BEING ON THE NORTH LINE OF PRATT AVENUE AND ALSO BEING DISTANT 50.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE JUNCTION RAILWAY COMPANY (NOW CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY) AS SAID CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND PARALLEL TO SAID ORIGINAL CENTER LINE A DISTANCE OF 280.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGELS TO THE LAST DESCRIBED COURSE A DISTANCE OF 20.00 FEET, MORE OR LESS, TO A POINT DISTANT 22.50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST NORTHWESTERLY OR WEST-BOUND MAIN TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY AS SAID TRACK WAS FORMERLY LOCATED, SAID POINT ALSO BEING 23.43 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE PRESENT MAIN TRACK OF THE CHICAGO AND

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 WP8377264 F1

NORTH WESTERN TRANSPORTAITON COMPANY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTER LINE OF SAID PRESENT MAIN TRACK A DISTANCE OF 271.21 FEET TO A POINT ON THE NORTH LINE OF PRATT AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF PRATT AVENUE, A DISTANCE OF 14.61 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID PRESENT MAIN TRACK; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTER LINE OF SAID PRESENT MAIN TRACK A DISTANCE OF 265.45 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID PRESENT MAIN TRACK THROUGH THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE A DISTANCE OF 13.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

ORDER NO.: 1401 WP8377264 F1

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

B. A PROPERLY EXECUTED ALTA STATEMENT;

C. FOR UNIMPROVED LAND ONLY, UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY.

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 3.

1. TAXES FOR THE YEAR(S) 2002 AND 2003
2003 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 2002 FIRST INSTALLMENT WAS DUE MARCH 04, 2003
NOTE: 2002 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST	STAT
10-35-134-005-0000	1 OF 3	2002	$45,635.59	PAID
10-35-134-016-0000	2 OF 3	2002	$675.72	PAID
10-35-134-017-0000	3 OF 3	2002	$512.30	PAID

* * * *

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 WP8377264 F1

F 13. THIS POLICY SHOULD NOT BE CONSTRUED AS INSURING ACCESS TO THE LAND FROM AN OPEN PUBLIC STREET.

(AFFECTS PARCEL 1)

G 14. UTILITY EASEMENT FOR OVERHEAD FACILITIES, AS DISCLOSED BY UNRECORDED ELECTRIC SERVICE STATION AGREEMENT, DATED MAY 22, 1953 BY AND BETWEEN ALLSTATE INSURANCE CO. AND PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, AS DISCLOSED BY UTILITY LETTER DATED JANUARY 28, 1991 FROM THE COMMONWEALTH EDISON COMPANY BY DON L. LAWRENCE, FIELD AGENT, AND ALSO AS DISCLOSED BY SURVEY DATED FEBRUARY 11, 1991 MADE BY JOHN P. TICE AND KNOWN AS ORDER NO. 9102.

(AFFECTS PARCELS 1 AND 2)

H 15. NOTE: THE FOLLOWING IS PROVIDED FOR YOUR INFORMATION AND IS NOT A PART OF THIS POLICY. THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY APPEARS OF RECORD WHICH INCLUDES A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF.

DOCUMENT. NO. 91092773 - DATE OF RECORDING: FEBRUARY 28, 1991.

(AFFECTS PARCELS 1 AND 2)

I 16. EXISTING UNRECORDED LEASES, IF ANY.

J 17. ELECTRICAL LINES AND TRANSFORMERS OVER THE NORTHERLY PORTION OF THE PROPERTY AS SHOWN ON SURVEY MADE BY TICE SURVEY CO. DATED SEPTEMBER 3, 1996.

K 18. ENCROACHMENT OF A CONCRETE RAMP LOCATED ON THE LAND HEREIN ONTO PROPERTY NORTH AND ADJOINING AS DISCLOSED BY SURVEY MADE BY JON P. TICE DATED SEPTEMBER 3, 1996.

M 19. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

N 20. INFORMATIONAL NOTE:
TO SCHEDULE A RESIDENTIAL CLOSING IN OUR CHICAGO LOOP OFFICE, OR TO RECEIVE CLOSING FIGURES, PLEASE CALL OUR AUTOMATED INFORMATION LINE AT (312)223-2800.

TO FAX FIGURES TO OUR CHICAGO LOOP OFFICE FOR RESIDENTIAL CLOSINGS, PLEASE DIAL (312)223-2815.

TO SCHEDULE COMMERCIAL CLOSINGS IN DIVISION 1 OF OUR CHICAGO LOOP OFFICE PLEASE CALL (312)223-2757.

PARCEL 5

LAW OFFICES OF
BARRY P. SIEGAL, LTD.

May 25, 1999

Barry P. Siegal

Donald B. Leventhal
Sam Elliot Pfeffer
Nathaniel J. Pomrenze
Michael H. Wagner
of Counsel

Linda C. Moles
Legal Assistant

VIA FAX (402) 997-3601 / [6 pp.]

Mr. James L. Harrel
Senior Manager - Real Estate
Union Pacific Railroad Company
1800 Farnam Street
Omaha, Nebraska 68102

Re: Sale of Real Estate to Lincolnwood Properties, L.P.

Dear Mr. Harrel:

Enclosed is a copy of the title insurance commitment for the above-referenced transaction. As you can see, I have finally managed to get the title company to waive exception numbers 6, 7 and 10. *Therefore, we are now in a position to close at your convenience.*

I propose that you have the deed and any necessary documents (e.g., corporate resolutions (exception # 9) and "Plat Act" affidavits (exception # 3)) delivered to the title company for it to hold on your behalf. We will then go to the title company with the purchase proceeds for delivery to it. When the title company is prepared to issue title in my client's name, it will record the deed and pay the proceeds over to you. Please call me to discuss the specifics of this transaction and what kind of things we need to do to close.

I look forward to hearing from you soon.

Cordially,

BARRY P. SIEGAL, LTD.

Nathaniel J. Pomrenze

NJP:bwp
Enclosures
cc: Joe Koenig, Jr. (via fax @ 847-673-3017)

230 West Monroe
Suite 325
Chicago, Illinois 60606
312.782.5910
312.263.5645 Fax

570 Lake Cook Road
Deerfield, Illinois 60015
847.405.9645
847.948.5970 Fax

SCHEDULE A

Effective Date:

Number S1564078B

March 23, 1999

1. Policy or Policies to be issued:

Owner's: (1992 Alta)

Amount:

Proposed insured:

$33,054.00

LINCOLNWOOD PROPERTIES, L.P., AN ILLINOIS LIMITED PARTNERSHIP.

Loan: (1992 Alta)

Amount:

Proposed insured:

NONE

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple, and title thereto is at the effective date hereof vested in:

UNION PACIFIC RAILROAD COMPANY, AS SUCCESSOR CORPORATION IN INTEREST BY A SERIES OF MERGERS TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY.

3. The land referred to in this Commitment is described as follows:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, SAID POINT OF BEGINNING BEING ALSO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST MORSE AVENUE AND THE NORTHWESTERLY RIGHT OF WAY LINE OF THE

NATHANIEL J. POMRENZE
230 WEST MONROE
SUITE # 325
CHICAGO, IL 60606
(312) 580-1030

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

SCHEDULE A

JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 35.98 FEET TO A POINT IN THE CENTER LINE OF WEST MORSE AVENUE; THENCE EASTERLY ALONG THE EXTENDED CENTER LINE OF WEST MORSE AVENUE FORMING AN ANGLE OF 113 DEGREES 31 MINUTES 20 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE A DISTANCE OF 35.52 FEET TO A POINT; THENCE SOUTHWESTERLY FORMING AN ANGLE OF 66 DEGREES 37 MINUTES 32 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.61 FEET TO A POINT; THENCE NORTHWESTERLY FORMING AN ANGLE OF 89 DEGREES 51 MINUTES 08 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE A DISTANCE OF 33.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7 FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE A DISTANCE OF 282.45 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

Schedule B of this policy or polices to be issued will contain the exceptions shown on inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

1. GENERAL REAL ESTATE TAXES FOR THE YEARS 1996, 1997, 1998 AND 1999. TAX NUMBER 10-35-500-012 (AFFECTS THE SUBJECT LAND AND OTHER PROPERTY), VOLUME 130.

   NOTE: THE FIRST INSTALLMENT OF THE 1998 TAXES HAS NOT BEEN BILLED, THEREFORE THE ENTIRE AMOUNT WILL BE DUE UPON THE SECOND INSTALLMENT.

   NOTE: THE SECOND INSTALLMENT OF THE 1998 TAXES, AND THE 1999 TAXES ARE NOT YET DUE AND PAYABLE.

   NOTE: AS RETURNED IN SCHEDULE 85 OF RAILROAD WARRANTS YEARS 1996 AND 1997 APPARENTLY NOT ASSESSED.

   NOTE: AS RETURNED IN SCHEDULE A OF RAILROAD WARRANTS BY CHICAGO AND NORTHWESTERN RAILROAD. TOWN OF NILES. YEAR 1996 AND PRIOR SATISFIED.

2. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN AND USED FOR ROADS AND HIGHWAYS, IF ANY.

3. NOTE: COMPLIANCE WITH THE PROVISIONS OF THE "PLAT ACT" CHAPTER 109, OF THE ILLINOIS REVISED STATUTES, WILL BE NECESSARY PRIOR TO RECORDING ANY CONVEYANCE OF THE LAND.

4. DRAINAGE DITCHES, FEEDERS AND LATERALS, AND OTHER DRAINAGE EASEMENTS, IF ANY.

5. ANY LOSS OR DAMAGE BY REASON OF THE EXISTENCE OF THE RAILROAD ADJACENT TO, ABUTTING ON, OR PART OF THE PROPERTY IN QUESTION, OR RAILROAD RIGHTS OF WAY, OR ANY OTHER EASEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC AND TELEPHONE TRANSMISSION LINES, PERTAINING THERETO, IF ANY, OVER THE SUBJECT PROPERTY.

Countersigned:

_____

AUTHORIZED SIGNATORY

A.L.T.A. COMMITMENT

Number S1564078B

12. NOTE: THE ILLINOIS RESPONSIBLE PROPERTY TRANSFER ACT OF 1988, AS AMENDED, APPLICABLE TO TRANSFERS OF REAL PROPERTY AFTER JANUARY 1, 1990, (765 ILCS 90/3, ET SEQ.) MAY REQUIRE THE DELIVERY OF AN "ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY" WITHIN THE STATUTORY TIME PROVIDED UNLESS SAID TIME PERIOD HAS BEEN WAIVED, IN WHICH CASE THE DISCLOSURE DOCUMENT MUST BE DELIVERED TO THE PURCHASER AND THE LENDER, IF ANY, ON OR BEFORE THE DATE OF TRANSFER OF THE PROPERTY.

    SUCH DISCLOSURE DOCUMENT, IF REQUIRED, MUST BE FILED WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED.

    THIS COMPANY IS WILLING TO ACCEPT SUCH A DISCLOSURE DOCUMENT FOR PURPOSES OF RECORDATION IN THE APPROPRIATE OFFICE OF THE RECORDER OF DEEDS IF A WRITTEN DIRECTION TO DO SO IS PROVIDED BY THE TRANSFEROR AND THE TRANSFEREE.

    THIS COMPANY WILL NOT ACCEPT SUCH DISCLOSURE DOCUMENT FOR PURPOSES OF FILING WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.

13. RIGHTS, IF ANY, OF OTHER RAILROAD COMPANIES TO THE USE OF TRACKS, SWITCHES, ETC., WHICH MAY BE LOCATED ON THE LAND.

14. FRANCHISE TAX IN FAVOR OF THE STATE OF ILLINOIS AGAINST THE UNION PACIFIC RAILROAD COMPANY.

Countersigned:

_____

AUTHORIZED SIGNATORY

PARCEL B

COMMITMENT FOR TITLE INSURANCE

Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Issued By:

CHICAGO TITLE INSURANCE COMPANY
10 S. LASALLE ST. 3100
CHICAGO, IL 60603

Refer Inquiries To:
(312)223-3025

By

Authorized Signatory

Commitment No.: 1401 008917483 D1

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: LEVENFELD - MATTER 34874.58987 ORDER NO.: 1401 008917483 D1

EFFECTIVE DATE: NOVEMBER 5, 2012

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY:	ALTA OWNERS 2006
AMOUNT:	$10,000.00
PROPOSED INSURED:	TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
LINCOLNWOOD PROPERTIES, L.P., AN ILLINOIS LIMITED PARTNERSHIP

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008917483 D1

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008917483 D1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 7 (EXCEPT THE WEST 505.0 FEET) (AS MEASURED PARALLEL WITH WEST LINE) OF JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 008917483 D1

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.

4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

6. WE SHOULD BE FURNISHED A PROPERLY EXECUTED ALTA STATEMENT AND, UNLESS THE LAND INSURED IS A CONDOMINIUM UNIT, A SURVEY IF AVAILABLE. MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

D 8. NOTE: WE SHOULD BE FURNISHED WITH THE SELLING PRICE AND THE NAME(S) OF THE PROPOSED OWNER(S):
THE TITLE INSURANCE PREMIUM, TRANSFER TAXES, RECORDINGS OR CLOSING FEE HAVE NOT BEEN BILLED OR ARE SUBJECT TO CHANGE, DEPENDING ON THE SALES PRICE. THE INVOICE IS SUBJECT TO REBILLING UNTIL FINAL REQUESTS FOR INSURANCE, ENDORSEMENTS AND SERVICES ARE MADE AND ALL DOCUMENTS TO BE RECORDED HAVE BEEN RECEIVED AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AS MAY BE DEEMED NECESSARY.

A 9. 1. TAXES FOR THE YEAR(S) 2012
2012 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 2011 FIRST INSTALLMENT WAS DUE MARCH 1, 2012
NOTE: 2011 FINAL INSTALLMENT WAS DUE AUGUST 1, 2012

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
10-35-134-015-0000	1 OF 1	2011	$16,758.14	PAID	$13,318.30	PAID

C 10. NOTE: THE LAND LIES WITHIN A COUNTY WHICH IS SUBJECT TO THE PREDATORY LENDING DATABASE ACT (765 ILCS 77/70 ET SEQ. AS AMENDED). A CERTIFICATE OF COMPLIANCE WITH THE ACT OR A CERTIFICATE OF EXEMPTION THEREFROM MUST BE OBTAINED AT TIME OF CLOSING IN ORDER FOR THE COMPANY TO RECORD ANY INSURED MORTGAGE. IF THE CLOSING IS NOT CONDUCTED BY THE COMPANY, A CERTIFICATE OF COMPLIANCE OR A CERTIFICATE OF EXEMPTION MUST BE ATTACHED TO ANY MORTGAGE TO BE RECORDED.

NOTE: FOR KANE, WILL AND PEORIA COUNTIES, THE ACT APPLIES TO MORTGAGES RECORDED ON OR AFTER JULY 1, 2010.

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008917483 D1

EFFECTIVE JUNE 1, 2009, IF ANY DOCUMENT OF CONVEYANCE FOR COOK COUNTY RESIDENTIAL REAL PROPERTY IS TO BE NOTARIZED BY AN ILLINOIS NOTARY PUBLIC, PUBLIC ACT 95-988 REQUIRES THE COMPLETION OF A NOTARIAL RECORD FOR EACH GRANTOR WHOSE SIGNATURE IS NOTARIZED. THE NOTARIAL RECORD WILL INCLUDE THE THUMBPRINT OR FINGERPRINT OF THE GRANTOR. THE GRANTOR MUST PRESENT IDENTIFICATION DOCUMENTS THAT ARE VALID; ARE ISSUED BY STATE OR FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE. THE COMPANY WILL CHARGE $25.00 PER NOTARIAL RECORD.

K "Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title Office regarding the application of this new law to your transaction."

L 18. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

M 19. INFORMATIONAL NOTE:

TO SCHEDULE ANY CLOSINGS IN THE CHICAGO COMMERCIAL CENTER, PLEASE CALL (312)223-2707.

TO FAX FIGURES FOR A RESIDENTIAL CLOSING IN THE CHICAGO COMMERCIAL CENTER, PLEASE DIAL (312)223-5888

** END **

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 1401 008917483 D1

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

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CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

3721 Morse PARCEL 7

ISSUED BY

Commonwealth.
Land Title Insurance Company

POLICY NUMBER
207-38[illegible]7

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest: James J. D. Lynch Jr. Secretary

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [signature] President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

      (i) to timely record the instrument of transfer; or

      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

OWNER'S POLICY No.:
207-351117

FILE No.:
95-0076

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

1. GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 1994 SECOND INSTALLMENT AND SUBSEQUENT YEARS. PERMANENT TAX INDEX NUMBER 10-35-134-014, VOLUME 130.

   NOTE: THE FIRST INSTALLMENT OF THE 1994 TAXES ARE PAID.

   NOTE: THE SECOND INSTALLMENT OF THE 1994 TAXES ARE NOT YET DUE AND PAYABLE.

   NOTE: 1994 TAX BILLS MAY INCLUDE AMOUNTS FOR ADDITIONAL 1993 TAXES PURSUANT TO 35 ILLINOIS COMPILED STATUTES 200/14-40 AND ORDER ENTERED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS IN CASE NUMBER 94 L 50748.

2. BUILDING SETBACK LINE OF 25 FEET (FROM THE NORTH LOT LINE) AS SHOWN ON THE PLAT OF SUBDIVISION.

3. TERMS, CONDITIONS AND LIMITATIONS OF THE TRUST AGREEMENT OR TRUST INSTRUMENT UNDER WHICH THE INSURED HOLDS TITLE AS TRUSTEE TO THE ESTATE OR INTEREST DESCRIBED IN SCHEDULE A.

4. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY OVER AND UPON THE WEST PART OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH GAS SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EASEMENT AS CREATED BY INSTRUMENT RECORDED JUNE 29, 1964 AS DOCUMENT 19168729. (NORTHERN ILLINOIS GAS EASEMENT)

END OF SCHEDULE B (OWNER'S POLICY)

Countersigned: John P. Rayclitis

AUTHORIZED OFFICER OR AGENT

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CHICAGO TITLE INSURANCE COMPANY
85 W. ALGONQUIN ROAD, SUITE 400
ARLINGTON HEIGHTS, ILLINOIS 60005

CHICAGO TITLE INSURANCE COMPANY

By: _____ President

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

ATTEST: _____ Secretary

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)

SCHEDULE A

ORDER NO.: CG8345755 POLICY NO.:

DATE OF POLICY: OCTOBER 12, 2006

AMOUNT OF INSURANCE: $392,500.00

ISSUED BY:
CHARLES R. GRYLL, LTD
6703 N CICERO AVE
LINCOLNWOOD, ILLINOIS 60712
PHONE: (847)673-8383 FAX: (847)673-5759

1. NAME OF INSURED:

   LINCOLNWOOD PROPERTIES, L.P., AN ILLINOIS LIMITED PARTNERSHIP

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   THE INSURED.

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

   NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)
SCHEDULE A (CONTINUED)

ORDER NO.: CG8345755

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THE NORTH 140 FEET (AS MEASURED PARALLEL WITH THE WEST LINE) OF THE EAST 75 FEET OF THE WEST 390 FEET (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE) OF LOT 7 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)

SCHEDULE B

ORDER NO.: CG8345755

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

(1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

(2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.

(3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.

(4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

(5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

A 6.

1. TAXES FOR THE YEAR(S) 2005 AND 2006
2006 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 2005 FIRST INSTALLMENT WAS DUE MARCH 01, 2006
NOTE: 2005 FINAL INSTALLMENT IS DUE SEPTEMBER 01, 2006

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST
10-35-134-012-0000	1 OF 1	2005	$4,939.95	PAID	$5,280.67

STAT PAID

* * * *

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)

SCHEDULE B

ORDER NO.: CG8345755

EXCEPTIONS FROM COVERAGE
(CONTINUED)

O 9. POSSIBLE EASEMENT FOR PUBLIC UTITLIES ALONG THE EAST LINE OF THE PROPERTY AS DISCLOSED BY OVERHEAD WIRES AND ELECTRIC PIPE AS DISCLOSED ON SURVEY NO. 06-72725 PREPARED BY PROFESSIONALS ASSOCIATED SURVEY DATED AUGUST 10, 2006.

P 10. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

Q 11. VIOLATION OF THE BUILDING LINE NOTED ABOVE AT EXCEPTION REFERENCE LETTER D BY THE BUILDING OVERHANG BY APPROXIMATELY 5.00 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 06-75725 PREPARED BY PROFESSIONALS ASSOCIATED SURVEY DATED AUGUST 10, 2006.

RESTRICTIONS ENDORSEMENT APPROVED

CHICAGO TITLE INSURANCE COMPANY

POLICY SIGNATURE PAGE

ORDER NO.: CG8345755

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY_____
AUTHORIZED SIGNATORY

POLSIGPG

AM3 01/22/07 16:23:28

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
ORDER NUMBER: 1409 - CG8345755

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

GENERAL EXCEPTION NUMBER(S) 1,2,3,4,5 OF SCHEDULE B OF THIS POLICY ARE HEREBY DELETED.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

PARCEL 9

GATEWAY AGENT
A Policy Issuing Agent of Chicago Title Insurance Company

3723 Morse

ALTA COMMITMENT

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy/ies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the "American Land Title Association" Commitment - "1966" Conditions and Stipulations which are hereby incorporated by reference and made a part of this Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This commitment shall not be valid or binding until signed by an authorized signatory.

ISSUED BY:

LOUIS PALIVOS
4765 NORTH LINCOLN AVENUE, SUITE# 201
CHICAGO, IL 60625

Refer Inquiries To:

(773)271-5300 FAX:(773)271-4182

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Authorized Signatory

Commitment No.: 1301 004371760 GATEL

GATEWAY AGENT
A Policy Issuing Agent of Chicago Title Insurance Company

ALTA COMMITMENT - SCHEDULE A

ORDER NUMBER:
1301 004371760 GATEL

EFFECTIVE DATE:
June 15, 2006

ISSUED BY:

LOUIS PALIVOS
4765 NORTH LINCOLN AVENUE, SUITE# 201
CHICAGO, IL 60625

Refer Inquiries To:

(773)271-5300 FAX:(773)271-4182

1. POLICY OR POLICIES TO BE ISSUED:
ALTA OWNER'S POLICY (REV. 10/17/92)

PROPOSED INSURED: $375,000.00
LINCOLNWOOD PROPERTIES, ~~INC.~~ LP

ALTA LOAN POLICY (REV. 10/17/92)

PROPOSED LENDER: Cash ~~TO BE DETERMINED~~
TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE AND TITLE THERETO IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

ANTONIO COSTANTINO AND LIDIA COSTANTINO, AS JOINT TENANTS.

3. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT A

4. MORTGAGE OR TRUST DEED TO BE INSURED:

This commitment valid only if Schedule B is attached.

GATEWAY AGENT
A Policy Issuing Agent of Chicago Title Insurance Company

ALTA COMMITMENT - SCHEDULE A (CONT.)

ORDER NUMBER:
1301 004371760 GATEL

EFFECTIVE DATE:
June 15, 2006

EXHIBIT "A"

PARCEL 9

PARCEL 1: THE EAST 75.0 FEET OF THE WEST 390 FEET (EXCEPT THE WEST 9.5 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE NORTH 140 FEET (AS MEASURED PARALLEL WITH THE WEST LINE) OF LOT 7 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST 9.5 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE NORTH 140 FEET (AS MEASURED PARALLEL WITH THE WEST LINE) OF LOT 7 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS CREATED BY GRANT OF EASEMENT FROM WESTERN NATIONBAL BANK OF CICERO TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 23, 1961 AND KNOWN AS TRUST NUMBER 2640 TO JOHN S. GATT AND ANNE R. GATT, HIS WIFE DATED FEBRUARY 1, 1977 AND RECORDED MARCH 21, 1977 AS DOCUMENT 23856900.

GATEWAY AGENT
A Policy Issuing Agent of Chicago Title Insurance Company

ALTA COMMITMENT - SCHEDULE B

ORDER NUMBER:
1301 004371760 GATEL

EFFECTIVE DATE:
June 15, 2006

ISSUED BY:

LOUIS PALIVOS
4765 NORTH LINCOLN AVENUE, SUITE# 201
CHICAGO, IL 60625

Refer Inquiries To:

(773)271-5300 FAX:(773)271-4182

EXCEPTIONS FROM COVERAGE

THIS COMMITMENT DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE PROPOSED INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

(1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

(2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.

(3) EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.

(4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL OR HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

(5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS:

6. GENERAL REAL ESTATE TAXES FOR THE YEARS 2005 AND 2006 TAX NO. 10-35-134-013-0000, VOL. 0130.

NOTE: THE AMOUNT OF THE 2004 TAXES WAS $10,699.74.

NOTE: THE FIRST INSTALLMENT OF THE 2005 TAXES HAS BEEN PAID, $5349.87.

NOTE: THE SECOND INSTALLMENT OF THE 2005 TAXES AND THE 2006 TAXES ARE NOT YET DUE AND PAYABLE.

7. MORTGAGE DATED 08/01/2000 AND RECORDED 08/07/2000 AS DOCUMENT NO. 00598702 MADE BY ANTONIO COSTANTINO AND LIDIA COSTANTINO TO JOHN S. GATT, MOLLIE J. KELLY-GATT, TO SECURE AN INDEBTEDNESS OF $176,000.00.

NOTE: WE WILL REQUIRE THAT THE ORIGINAL RECORDED MORTGAGE, THE NOTE SECURED THEREBY, AND THE RELEASE DEED, BE PRESENTED AT THE TIME OF THE CLOSING.

8. RELATIVE TO LINCOLNWOOD PROPERTIES, LLC., A LIMITED LIABILITY COMPANY, WE MUST BE FURNISHED (A) CERTIFICATION FROM THE ILLINOIS SECRETARY OF STATE THAT - L.L.C. HAS PROPERLY FILED ITS ARTICLES OF ORGANIZATION, (B) A COPY OF THE ARTICLES OF ORGANIZATION, TOGETHER WITH ANY AMENDMENTS THERETO, (C) A COPY OF THE OPERATING AGREEMENT, IF ANY, TOGETHER WITH ANY AMENDMENTS THERETO, (D) A LIST OF INCUMBENT MANAGERS OR OF INCUMBENT MEMBERS IF MANAGERS HAVE NOT BEEN APPOINTED, AND (E) CERTIFICATION THAT NO EVENT OF DISSOLUTION HAS OCCURRED.

GATEWAY AGENT
A Policy Issuing Agent of Chicago Title Insurance Company

ALTA COMMITMENT - SCHEDULE B (CONT.)

ORDER NUMBER:
1301 004371760 GATEL

EFFECTIVE DATE:
June 15, 2006

NOTE: IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE L.L.C. OR OF A SALE OF L.L.C. ASSETS TO A MEMBER OR MANAGER, WE SHOULD BE FURNISHED A COPY OF A RESOLUTION AUTHORIZING THE TRANSACTION ADOPTED BY THE MEMBERS OF THE L.L.C.

9. EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE OVER, UPON AND UNDER THE WEST 10 FEET OF THE EAST 145 FEET 7 3/4 INCHES (AS MEASURED ALONG SOUTH LINE) AFFECTS THE EAST 5 FEET OF THE LAND AS CONTAINED IN DOCUMENT RECORDED AS NOS. 19168729 AND 19025296.

10. LEASE DATED MARCH 9, 1994 BETWEEN JOHN GATT AS LESSOR AND ANTONIO COSTANTINO, LESSEE, ASSIGNED BY LESSEE TO J.A.L. COMBINED INC. AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

Waive per TIM with ALTA

11. LEASE DATED SEPTEMBER 9, 1997, BETWEEN JOHN GATT, LESSOR, AND LECTROTECH, INC. AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

Waive per TIM with ALTA

12. PURSUANT TO THE TAX REFORM ACT OF 1986, TITLE 1, SUBTITLE C, SECTION 1521, AS AMENDED, REQUIRES THE SETTLEMENT AGENT TO REPORT REAL ESTATE TRANSACTIONS. RELATIVE THERETO WE NOTE THE FOLLOWING AND REQUIRE:

A. WE MUST BE FURNISHED AT CLOSING THE TAX IDENTIFICATION NUMBERS OF ALL THE NON-EXEMPT TRANSFEROR(S) OF THE SUBJECT REAL ESTATE.

B. FAILURE TO COMPLY WITH THE REGULATION WILL RESULT IN A HOLD-BACK OF THE NET PROCEEDS OR A CANCELLATION OF THE CLOSING.

13. IN THE EVENT THAT ANY DOCUMENTS THAT ARE TO BE UTILIZED IN THE TRANSACTION INSURED BY THIS COMMITMENT ARE TO BE EXECUTED THROUGH A POWER OF ATTORNEY, WE RESERVE THE RIGHT TO VERIFY THE EXISTENCE OF THE PRINCIPAL AGENT RELATIONSHIP, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS THAT MAY BE DEEMED NECESSARY.

14. ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.

15. NOTE FOR INFORMATION:

THE STATE OF ILLINOIS HAS CREATED THE RENTAL HOUSING SUPPORT PROGRAM ACT (30 ILCS 105/5.640 NEW) AND AMENDED THE COUNTIES CODE (55 ILCS 5/3-5018 AND 55 ILCS 5/4-2002) TO PROVIDE FOR A $10.00 SURCHARGE TO BE ADDED TO THE COST OF RECORDING ALL REAL ESTATE RELATED DOCUMENTS IN ALL ILLINOIS COUNTIES. STATE AGENCIES, UNITS

CHICAGO TITLE INSURANCE COMPANY

3737 Morse

OWNER'S POLICY (1992)

PARCEL 10

SCHEDULE A

POLICY NO.: 1401 SA8384022 F1

DATE OF POLICY: MARCH 23, 2005

AMOUNT OF INSURANCE: $1,000,000.00

1. NAME OF INSURED:

   NORTHSTAR TRUST CO. AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 11, 2005 AND KNOWN AS TRUST NUMBER 05-8213

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   THE INSURED.

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

   NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 SA8384022 F1

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THE WEST ~~305~~ 315 FEET OF LOT 7 (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)

SCHEDULE B

1401 SA8384022 F1

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

(1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

(2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.

(3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.

(4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

(5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

A 6.

1. TAXES FOR THE YEAR(S) 2004 AND 2005
2005 TAXES ARE NOT YET DUE OR PAYABLE.

NOTE: 2004 FIRST INSTALLMENT IS PAID.
NOTE: 2004 FINAL INSTALLMENT NOT YET DUE OR PAYABLE.

PERM TAX# 10-35-134-011-0000

C 7. BUILDING LINE(S) AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 17954788, AFFECTING THE NORTH 25 FEET OF THE LAND.

E 8. EASEMENTS FOR PUBLIC UTILITIES IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY IN THE EAST 1/2 OF THE VACATED NORTH AND SOUTH ALLEY WEST OF ADJOINING LOT 3 OF REINBERG'S PRATT AVENUE SUBDIVISION.

(AFFECTS THE WEST 8 FEET OF THE LAND)

G 9. EASEMENTS FOR PUBLIC UTILITIES IN FAVOR OF COMMONWEALTH EDISON COMPANY IN THE EAST 1/2 OF VACATED NORTH & SOUTH ALLEY WEST OF AND ADJOINING LOT 3 OF REINBERG'S PRATT AVENUE SUBDIVISION.

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)

SCHEDULE B

1401 SA8384022 F1

EXCEPTIONS FROM COVERAGE
(CONTINUED)

(AFFECTS THE WEST 8 FEET OF THE LAND)

H 10. EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY IN THE EAST 1/2 OF THE VACATED NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING LOT 3 OF REINBERG'S PRATT AVENUE SUBDIVISION.

(AFFECTS THE WEST 8 FEET OF THE LAND)

I 11. GRANT FROM JOHN REINBERG TO NORTHERN ILLINOIS GAS COMPANY RECORDED JANUARY 6, 1961 AS DOCUMENT 18055699 AFFECTING THE WEST 8 FEET OF LOT 7.

J 12. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.

K 13. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

P 14. VIOLATION OF 25 FOOT BUILDING LINE SHOWN AT EXCEPTION "C" AS HIGH ONE STORY BRICK BUILDING IS LOCATED THEREON AS SHOWN ON SURVEY MADE BY ANDRZEJ MURZANSKI, DATED JANUARY 10, 2005, ORDER NO. 050111J.

Q 15. RIGHTS OF PARTIES TO MAINTAIN UTILITY POLES AS SHOWN ON SURVEY MADE BY ANDRZEJ MURZANSKI, DATED JANUARY 10, 2005, ORDER NO. 050111J.

CHICAGO TITLE INSURANCE COMPANY

POLICY SIGNATURE PAGE

POLICY NO.: 1401 SA8384022 F1

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY _____
AUTHORIZED SIGNATORY

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 1401 SA8384022 F1

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

RESTRICTIONS ENDORSEMENT 4

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF THE ENTRY OF ANY COURT ORDER OR JUDGMENT WHICH CONSTITUTES A FINAL DETERMINATION AND DENIES THE RIGHT TO MAINTAIN THE EXISTING IMPROVEMENTS ON THE LAND BECAUSE OF THE VIOLATION OR VIOLATIONS SPECIFICALLY SET FORTH AT EXCEPTION LETTER(S) P IN SCHEDULE B OF THE COVENANTS, CONDITIONS OR RESTRICTIONS AND/OR THE PLAT BUILDING LINE.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 1401 SA8384022 F1

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ZONING 3.1 ENDORSEMENT (MODIFIED)

1. THE COMPANY INSURES THE INSURED AGAINST LOSS OR DAMAGE SUSTAINED IN THE EVENT THAT, AT DATE OF POLICY:

   (A) ACCORDING TO APPLICABLE ZONING ORDINANCES AND AMENDMENTS THERETO, THE LAND IS NOT CLASSIFIED ZONE M (MANUFACTURING).

   (B) THE FOLLOWING USE OR USES ARE NOT ALLOWED UNDER THAT CLASSIFICATION: COMMERCIAL, WAREHOUSING; LIGHT MANUFACTURING OF CABINETS AND LAMINATES AND OTHER USES NOT PROHIBITED IN THE ZONING ORDINANCE.

   AND THERE SHALL BE NO LIABILITY UNDER THIS PARAGRAPH 1(B) IF THE USE OR USES ARE NOT ALLOWED AS A RESULT OF ANY LACK OF COMPLIANCE WITH ANY CONDITIONS, RESTRICTIONS, OR REQUIREMENTS CONTAINED IN THE ZONING ORDINANCES AND AMENDMENTS THERETO MENTIONED ABOVE, INCLUDING BUT NOT LIMITED TO THE FAILURE TO SECURE NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO THE USE OR USES.

2. THE COMPANY FURTHER INSURES THE INSURED AGAINST LOSS OR DAMAGE ARISING FROM A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION:

   (A) PROHIBITING THE USE OF THE LAND, WITH ANY STRUCTURE PRESENTLY LOCATED THEREON, AS INSURED IN PARAGRAPH 1(B); OR

   (B) REQUIRING THE REMOVAL OR ALTERATION OF THE STRUCTURE ON THE BASIS THAT, AT DATE OF POLICY, THE ORDINANCES AND AMENDMENTS THERETO HAVE BEEN VIOLATED WITH RESPECT TO ANY OF THE FOLLOWING MATTERS:
   (i) AREA, WIDTH OR DEPTH OF THE LAND AS A BUILDING SITE FOR THE STRUCTURE;
   (ii) FLOOR SPACE AREA OF THE STRUCTURE;
   (iii) SETBACK OF THE STRUCTURE FROM THE PROPERTY LINES OF THE LAND;
   (iv) HEIGHT OF THE STRUCTURE; OR

THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON:

   (A) THE INVALIDITY OF THE ORDINANCES AND AMENDMENTS THERETO MENTIONED ABOVE UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING THE INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT THE USE

(CONTINUED)

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 1401 SA8384022 F1

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

OR USES.

(B) THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE OR INTEREST COVERED BY THIS POLICY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (i) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (ii) MODIFY ANY PRIOR ENDORSEMENT, (iii) EXTEND THE DATE OF POLICY, OR (iv) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 1401 SA8384022 F1

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

P.I.N. ENDORSEMENT 1

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN IN THE EVENT THAT, AT DATE OF POLICY:

(1) THE LAND DESCRIBED IN SCHEDULE A DOES NOT CONSTITUTE A SINGLE PARCEL FOR REAL ESTATE TAX PURPOSES SEPARATE AND APART FROM ANY OTHER LAND;

(2) THE LAND DESCRIBED IN SCHEDULE A IS NOT ASSESSED FOR REAL ESTATE TAX PURPOSES UNDER THE FOLLOWING PERMANENT INDEX NUMBER: 10-35-134-011-0000; AND

(3) SAID PERMANENT INDEX NUMBER AFFECTS OTHER LAND NOT INSURED HEREIN IN ADDITION TO THE LAND DESCRIBED IN SCHEDULE A.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

KOENIG SUBDIVISION

BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: LOT 9 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960, AS DOCUMENT 17604788, AND ALSO THE VACATED ALLEY LYING EAST OF AND ADJOINING AFOREMENTIONED LOT 9, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1 AND 4 IN GEORGE REMBERT'S PRATT AVENUE SUBDIVISION, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9703063, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF PRATT AVENUE, DISTANT 50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID MAIN TRACK CENTERLINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 20; THENCE NORTHEASTERLY PARALLEL WITH SAID ORIGINAL CENTERLINE BETWEEN MAIN TRACKS, A DISTANCE OF 280 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20 FEET, MORE OR LESS, TO A POINT DISTANCE 33.50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MOST NORTHWESTERLY OR WEST BOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHWESTERLY PARALLEL WITH SAID LAST DESCRIBED MAIN TRACK CENTERLINE, A DISTANCE OF 272 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID PRATT AVENUE; THENCE WESTERLY ALONG SAID NORTH LINE OF PRATT AVENUE, A DISTANCE OF 22 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN GEORGE REMBERT'S PRATT AVENUE SUBDIVISION SAID CORNER BEING ON THE NORTH LINE OF PRATT AVENUE, AFORESAID BEING 25 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID CENTERLINE WAS ORIGINALLY LOCATED AND ESTABLISHED; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND PARALLEL TO SAID ORIGINAL CENTERLINE, A DISTANCE OF 280.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20.0 FEET, MORE OR LESS, TO A POINT DISTANT 33.50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MOST NORTHWESTERLY OR WEST BOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY AS SAID TRACK WAS FORMERLY LOCATED, SAID POINT ALSO BEING 33.43 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE PRESENT MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL TO THE SAID SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTERLINE OF SAID PRESENT MAIN TRACK, A DISTANCE OF 271.21 FEET TO A POINT ON THE NORTH EASTERLY AVENUE, THENCE EASTERLY ALONG THE NORTH LINE OF PRATT AVENUE, A DISTANCE OF 74.81 FEET TO A LINE PARALLEL WITH AND DISTANT 100.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID PRESENT MAIN TRACK; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTERLINE OF SAID PRESENT MAIN TRACK, A DISTANCE OF 265.49 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF SAID PRESENT MAIN TRACK THROUGH THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, A DISTANCE OF 13.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, SAID POINT OF BEGINNING BEING ALSO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST MORSE AVENUE AND THE NORTHWESTERLY RIGHT OF WAY LINE OF JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.58 FEET TO A POINT IN THE CENTERLINE OF SAID WEST MORSE AVENUE; THENCE EASTERLY ALONG THE EXTENDED CENTERLINE OF WEST MORSE AVENUE FORMING AN ANGLE OF 113 DEGREES 27 MINUTES 20 SECONDS TO THE LOT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 35.50 FEET TO A POINT; THENCE SOUTHWESTERLY FORMING AN ANGLE OF 66 DEGREES 27 MINUTES 32 SECONDS TO THE LOFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 332.61 FEET TO A POINT; THENCE NORTHWESTERLY FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 28 SECONDS TO THE LOFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 20.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7 FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LOFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 262.43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

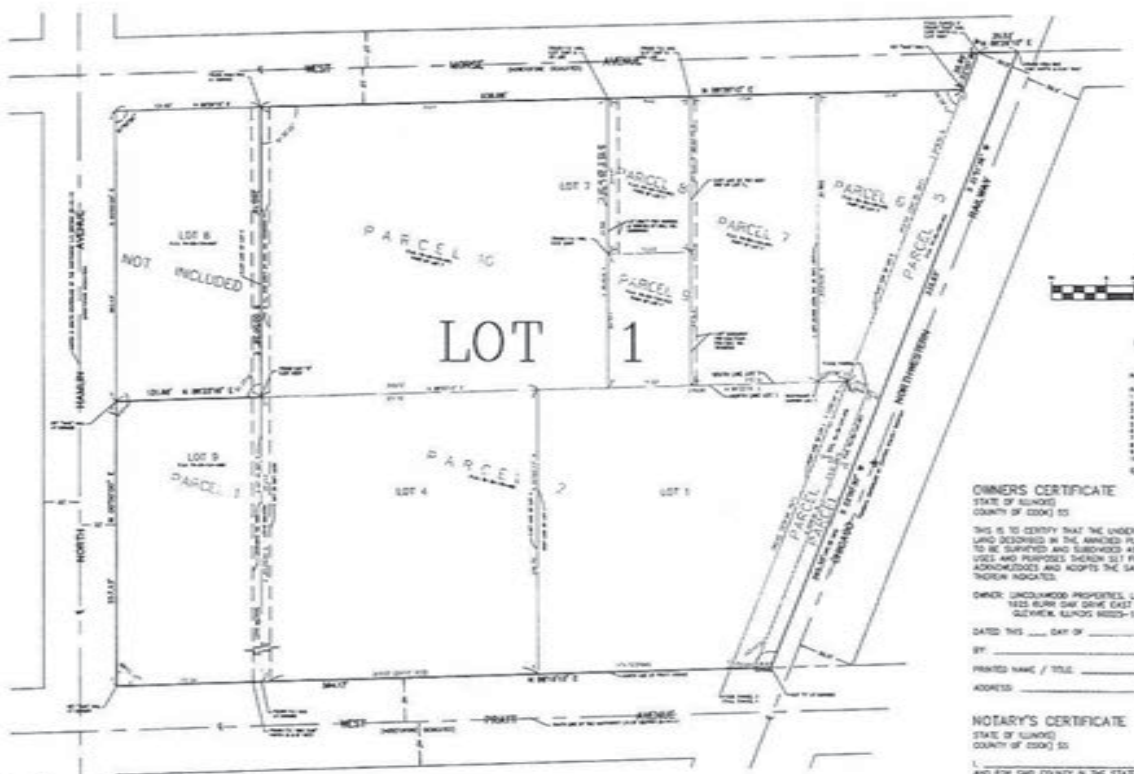
PARCEL 6: LOT 7, EXCEPT THE WEST 305.00 FEET (AS MEASURED PARALLEL WITH THE WEST LINE) THEREOF, IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS.

PARCEL 7: THE EAST 115 FEET (AS MEASURED PARALLEL TO THE WEST LINE) OF THE WEST 305 FEET OF LOT 7 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS.

PARCEL 8: THE NORTH 140 FEET (AS MEASURED PARALLEL WITH THE WEST LINE) OF THE EAST 75.0 FEET OF THE WEST 280 FEET (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE) OF LOT 7 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS

PARCEL 9: THE EAST 75.0 FEET OF THE WEST 280 FEET (EXCEPT THE NORTH 140 FEET) OF LOT 7 IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS

PARCEL 10: THE WEST 315 FEET OF LOT 7 (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) IN JOHN REMBERT'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1960 AS DOCUMENT NUMBER 17604788, IN COOK COUNTY, ILLINOIS.



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

DATE: DECEMBER 11, 2013

PARCEL #	AREA (SQ.FT.)	AREA (AC)
1	25,000	0.57
2	11,574	0.27
3	7,500	0.17
4	11,574	0.27
5	3,663	0.08
6	10,748	0.25
7	35,000	0.80
8	10,500	0.24
9	10,500	0.24
10	11,340	0.26
TOTAL	161,399	3.71

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

OWNER: LINCOLNWOOD PROPERTIES, L.P. A LIMITED PARTNERSHIP
9223 BURR OAK DRIVE EAST
OAK FOREST, ILLINOIS 60203-1834

DATED THIS ___ DAY OF _____, A.D., 20___

BY: _____

PRINTED NAME / TITLE: _____

ADDRESS: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY SIGNED THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ___ DAY OF _____, A.D., 20___

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I VINCENT J. MASSE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO 035-2804 DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON HAS BEEN SURVEYED AND SUBDIVIDED, AND THAT PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF, ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE PARCEL CONTAINS 327,991 SQUARE FEET OR 7.53 ACRES AND THAT ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17031C0031J, DATED AUGUST 19, 2008 THE PROPERTY HEREON DESCRIBED IS SITUATED WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.1% ANNUAL CHANCE FLOOD PLAIN).

I FURTHER CERTIFY THAT THIS SUBDIVISION IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS AND THAT IRON ROD MONUMENTS WILL BE SET AT LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT.

I HEREBY AUTHORIZE THE VILLAGE OF LINCOLNWOOD TO RECORD THIS PLAT OF SUBDIVISION IN MY ABSENCE.

DATED THIS ___ DAY OF _____, A.D., 20___

_____
VINCENT J. MASSE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2804

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT.

DATED THIS ___ DAY OF _____, A.D., 20___

BY: _____
CHAIRMAN

ATTEST: _____

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT THE VILLAGE ENGINEER OF LINCOLNWOOD, ILLINOIS HAS REVIEWED AND APPROVED THIS PLAT

DATED THIS ___ DAY OF _____, A.D., 20___

_____
VILLAGE ENGINEER

BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS AT A MEETING HELD THIS ___ DAY OF _____, A.D., 20___

BY: _____
PRESIDENT

ATTEST: _____

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, TREASURER FOR THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT.

DATED THIS ___ DAY OF _____, A.D., 20___

_____
VILLAGE TREASURER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, COUNTY CLERK OF COOK COUNTY ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT CHICAGO, COOK COUNTY, ILLINOIS THIS ___ DAY OF _____, A.D., 20___

_____
COUNTY CLERK

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS THIS ___ DAY OF _____, A.D., 20___

_____
COUNTY RECORDER

RECEIVED
APR - 9 2014
LINCOLNWOOD COMMUNITY DEVELOPMENT

CHAMBERLIN / MASSE ENGINEERING
LAND SURVEYORS ~ PLANNERS ~ ENGINEERS
11404 W. PETRONELLA DRIVE, SUITE 2
LIBERTYVILLE, ILLINOIS 60048
(847) 362-8444 FAX 362-9206

DRAWN BY:	JOB NO. 20131476	DRAWING NO.
CHECKED BY: VJM	F.B. P.C.	1 OF 1

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 14**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of an Ordinance Approving the Extension of Time for Compliance with Certain Site Restoration Requirements for The Purple Hotel Site

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Last year, North Capital Group (NCG) purchased The Purple Hotel site. NCG intends to demolish the hotel structure within a few weeks and begin the process to redevelop the entire site. The Village Code contains various site restoration standards that must be completed if a building is demolished and redevelopment is not to occur immediately. NCG informs the Village that the hotel structure should be completely demolished by December 31, at which time they anticipate to be proceeding through the Plan Commission and the Village Board for Planned Unit Development approval process. This process is likely to take several months.

Since redevelopment of the site is imminent, NCG is requesting an extension of time to comply with the following Village Code sections pertaining to site restoration:

- Section 14-14-11-7-(A)(2) All excavated portions of the property must be backfilled
- Section 14-14-11-7(A)(3) All concrete and asphalt pavement on the property must be removed
- Section 14-14-11-7(A)(8)(a) Black topsoil must be spread at a minimum depth of four inches

Section 14-14-11-7(A)(8)(b) The soil must either be seeded with a commercial perennial blend of grass, at a minimum quantity of five pounds per 1,000 square feet, or sodded; provided, however, that no seeding or sodding is required prior to April 15 or after October 15 of any calendar year

Attached is a proposed Ordinance prepared by the Village Attorney which would postpone as requested, enforcement of the above restoration requirements for a period of time which is not later than 30 days after the earlier to occur of:

- The date of termination of the Restated Agreement; and
- The date on which the Village and NCG enter into a formal redevelopment agreement relating to the redevelopment of the Combined Property

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve the proposed Ordinance Extending the time for compliance with Section 14-4-11-7(A)(2), 14-4-11-7(A)(3), and 14-4-11-7(A)(8) of the Municipal Code of Lincolnwood for properties commonly known as 4500-4560 Touhy Avenue and 7350 North Lincoln Avenue.

Return to V.B. Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-____

AN ORDINANCE EXTENDING THE TIME FOR COMPLIANCE WITH SECTIONS 14-4-11-7(A)(2), 14-4-11-7(A)(3), AND 14-4-11-7(A)(8) OF THE MUNICIPAL CODE OF LINCOLNWOOD
(4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF AUGUST, 2013.

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 _____, 2013

ORDINANCE NO. 2013-___

AN ORDINANCE EXTENDING THE TIME FOR COMPLIANCE WITH SECTIONS 14-4-11-7(A)(2), 14-4-11-7(A)(3), AND 14-4-11-7(A)(8) OF THE MUNICIPAL CODE OF LINCOLNWOOD

(4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue)

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, North Capital Group, LLC (***"NCG"***) is the record title owner of that certain real property located at 4500 West Touhy Avenue in the Village, legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Hotel Property"***), which Hotel Property is currently improved with several structures, including four connected buildings formerly used as a hotel, restaurant and ancillary facilities, and commonly known as the Purple Hotel (collectively, the ***"Hotel Building"***); and

WHEREAS, NCG is also the record title owner of those certain two properties that are adjacent to the Hotel Property and located at 4560 West Touhy Avenue and 7350 North Lincoln Avenue, both in the Village, and legally described in **Exhibit B** and **Exhibit C**, respectively, attached to and, by this reference, made a part of this Ordinance (collectively, the ***"Adjacent Properties"***); and

WHEREAS, on July 17, 2012, the Village and NCG entered into that certain Pre-Development Agreement governing the parties' rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties (***"Initial Agreement"***); and

WHEREAS, pursuant to Sections 4.B and 4.D of the Initial Agreement, NCG agreed to demolish all buildings on the Adjacent Properties in strict compliance with all applicable Village codes and ordinances; and

WHEREAS, pursuant to Section 14-14-11-7 of the Municipal Code of Lincolnwood, as amended (***"Village Code"***), if construction of a new principal structure does not commence within 30 days after the completion of demolition of a principal structure in the Village, then the property must be restored to, and maintained in, a clean and safe condition in accordance with certain specified regulations, which regulations include, without limitation: (i) the backfilling of all excavated portions of the property; (ii) the removal of all concrete and asphalt pavement from the property; (iii) the spreading of black topsoil on the property; and (iv) the seeding or sodding of the property; and

WHEREAS, on November 20, 2012, the Village President and Board of Trustees: (i) adopted Ordinance No. 2012-3025, approving a waiver of enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Village Code with respect to the demolition of the structures on, and the restoration and maintenance of, the Adjacent Properties (***"Adjacent***

Properties Demolition Waiver"); and (ii) approved a First Amendment to the Initial Agreement (the ***"First Amendment"***) (the Initial Agreement and the First Amendment are hereinafter collectively referred to herein as the ***"Original Agreement"***); and

WHEREAS, pursuant to Sections 4.B and 4.D of the Initial Agreement, and in accordance with the Adjacent Properties Demolition Waiver, NCG has demolished all buildings on the Adjacent Properties; and

WHEREAS, NCG now desires to redevelop the Hotel Property and the Adjacent Properties (collectively, the ***"Combined Property"***), which proposed redevelopment includes the demolition of the Hotel Building; and

WHEREAS, the Original Agreement automatically terminated by its terms on July 1, 2013; and

WHEREAS, pursuant to Section 3 of Ordinance No. 2012-3025: (i) the Adjacent Properties Demolition Waiver terminated upon the termination of the Original Agreement; and (ii) NCG is now required to complete all site restoration on the Adjacent Properties required pursuant to Sections 14-14-11-7(A)(3), 14-14-11-7(A)(8)(a), and 14-14-11-7(A)(8)(b) of the Village Code; and

WHEREAS, pursuant to Section 14-14-11-7(E) of the Village Code, NCG has filed a written request, with respect to all of the Combined Property, to extend the time for compliance with: (i) the backfilling requirements set forth in Section 14-14-11-7(A)(2) of the Village Code; (ii) the pavement removal requirements set forth in Section 14-14-11-7(A)(3) of the Village Code; (iii) the topsoil spreading requirements set forth in Section 14-14-11-7(A)(8)(a) of the Village Code; and (iv) the seeding and sodding requirements set forth in Section 14-14-11-7(A)(8)(b) of the Village Code (collectively, the ***"Requested Compliance Extension"***); and

WHEREAS, the Village and NCG desire to reinstate and amend the Original Agreement in the form of a Restated Pre-Development Agreement (***"Restated Agreement"***); 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 approve the Requested Compliance Extension, subject to the conditions, restrictions, and provisions of 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. EXTENSION OF TIME FOR COMPLIANCE. In accordance with and pursuant to Section 14-14-11-7(E) of the Village Code and the home rule powers of the Village, the Village President and Board of Trustees hereby extend the time for compliance with Sections 14-14-11-7(A)(2), 14-14-11-7(A)(3), 14-14-11-7(A)(8)(a), and 14-14-11-7(A)(8)(b) of the Village Code with respect to the demolition of the structures on, and the restoration and

maintenance of, the Combined Property. NCG must complete all site restoration required pursuant to Sections 14-14-11-7(A)(2), 14-14-11-7(A)(3), 14-14-11-7(A)(8)(a), and 14-14-11-7(A)(8)(b) of the Village Code not later than 30 days after the earlier to occur of: (a) the date of termination of the Restated Agreement; and (b) the date on which the Village and NCG enter into a formal redevelopment agreement relating to the redevelopment of the Combined Property.

SECTION 3. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, NCG and each of its heirs, representatives, successors, and assigns.

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

SECTION 5. EFFECTIVE DATE.

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

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

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

3. The filing by NCG with the Village Clerk of an executed Restated Agreement, in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance, reflecting the agreement by NCG to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance.

B. In the event that NCG does not file fully executed copies of the Restated Agreement, as required by Section 5.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of August, 2013.

_____

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

ATTESTED and FILED in my office the
_____ day of August, 2013.

_____

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

#25379123_v1

EXHIBIT A

LEGAL DESCRIPTION OF 4500 WEST TOUHY AVENUE

Lots 6, 8, 9, and 10 in Lincoln-Touhy Addition to Lincolnwood, being a subdivision in the southwest 1/4 of Section 27, Township 41 North, Range 13, east of the Third Principal Meridian (except parts taken for highway purposes), in Cook County, Illinois.

Commonly known as: 4500 West Touhy Avenue, Lincolnwood, Illinois

PIN: 10-27-317-050-0000
10-27-317-052-0000
10-27-317-055-0000

EXHIBIT B

LEGAL DESCRIPTION OF 4560 WEST TOUHY AVENUE

Lot 7 in Lincoln-Touhy Addition to Lincolnwood, being a subdivision in the Southwest 1/4 of Section 27, Township 41 North, Range 13, East of' the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4560 West Touhy Avenue, Lincolnwood, Illinois

PIN: 10-27-317-051-0000

EXHIBIT C

LEGAL DESCRIPTION OF 7350 NORTH LINCOLN AVENUE

Lot 5 in Lincolnwood -Touhy Addition to Lincolnwood, being a Subdivision in the South West 1/4 of Section 27, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7350 North Lincoln Avenue, Lincolnwood, Illinois

PIN: 10-27-317-049-0000

EXHIBIT D

RESTATED AGREEMENT

Revised 8/13/13

RESTATED PRE-DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF LINCOLNWOOD
AND
NORTH CAPITAL GROUP, LLC
(4500 WEST TOUHY AVENUE)

THIS RESTATED PRE-DEVELOPMENT AGREEMENT (***"Agreement"***) is made as of the 20th day of August, 2013 (***"Effective Date"***), between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (***"Village"***), and **NORTH CAPITAL GROUP, LLC**, an Illinois limited liability company (***"NCG"***) (collectively, the Village and NCG are the ***"Parties"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule powers, the Parties hereto agree as follows:

SECTION 1. RECITALS.

A. On March 9, 2011, the Village filed a lawsuit in the Circuit Court of Cook County, Illinois, concerning certain unsafe and dangerous conditions existing at the Hotel Property and at the Hotel Building (***"Litigation"***). The Litigation is captioned *Village of Lincolnwood v. Chicago Title Land Trust Co.* (Case No. 10 CH 9738).

B. On February 7, 2011, Judge Kathleen Pantle of the Circuit Court of Cook County entered the Consent Decree in the Litigation, which specifically found that the Hotel Building was in a dangerous and unsafe condition subject to demolition and other relief under 65 ILCS 5/11-31-1 (***"Demolition Act"***).

C. Because of the unsafe and dangerous conditions existing on the Hotel Property, the Consent Decree provided that the Village, pursuant to the Demolition Act, could demolish the Hotel Building if the Court did not find that the Hotel Property and the Hotel Building had been brought into complete compliance with all applicable Village ordinances codes, and regulations by August 1, 2011.

D. The then-owner of the Hotel Property did not bring the Hotel Property or the Hotel Building into complete compliance with all applicable Village ordinances codes, and regulations by the August 1, 2011 deadline. Accordingly, since that time, the Village has been diligently working to demolish the Hotel Building by preparing and issuing a request for proposals for the demolition work, preparing demolition bid package materials (including comprehensive demolition specifications), and preparing the Demolition Contract.

E. On December 20, 2011, the Village's Board of Trustees approved the execution of a demolition contract with Delta Demolition, of Chicago, Illinois (***"Delta"***). The Demolition Contract provides that Delta may not commence the work required under the Demolition Contract prior to the issuance by the Village of a Demolition Notice to Proceed. The Village has not, issued a Demolition Notice to Proceed as of the Effective Date of this Agreement.

F. If the Village demolishes the Hotel Building pursuant to the Demolition Act and the Consent Decree, then, in accordance with Section 11-31-1(a) of the Demolition Act, the Village will be entitled to recover the cost of the demolition incurred by the Village, including court costs, attorney's fees, and other costs related to the enforcement of the Demolition Act and the Consent Decree (collectively, the ***"Recoverable Demolition Costs"***), through the filing of a notice of lien against the Hotel Property.

G. Through July 17, 2012, the Village incurred $164,145.70 in Recoverable Demolition Costs. As of the Effective Date of this Agreement, all such Recoverable Demolition Costs have been paid to the Village primarily by NCG.

H. At some time after the Consent Decree was entered, NCG purchased from First Midwest Bank the mortgage note on the Hotel Property.

I. On June 1, 2012, pursuant to an auction conducted by the United States Bankruptcy Court for the Northern District of Illinois pursuant to Section 363 of the United States Bankruptcy Code, NCG acquired fee simple title to the Hotel Property and the Adjacent Properties.

J. The Village desires that the Hotel Property and the Adjacent Properties be redeveloped together, as one comprehensive and cohesive unified development.

K. NCG desires to redevelop the Hotel Property and the Adjacent Properties as one comprehensive and cohesive unified development.

L. On April 3, 2012, the Village and NCG entered into a ***"Pre-Demolition Services Agreement"*** for the performance of the Pre-Demolition Services on the Hotel Property by NCG, which Pre-Demolition Services Agreement was amended as of June 19, 2012.

M. On March 29, 2012, Judge Kathleen Pantle of the Circuit Court of Cook County issued an order: (i) amending the Consent Decree to permit the completion of the Pre-Demolition Activities on the Hotel Property and the other obligations contemplated in the Pre-Demolition Services Agreement; and (ii) acknowledging that the Pre-Demolition Services Agreement and the completion of the Pre-Demolition Activities on the Hotel Property are consistent with the original Consent Decree and applicable law.

N. On July 17, 2012, the Village and NCG entered into that certain Pre-Development Agreement to memorialize their rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties (the ***"Initial Agreement"***).

O. On November 20, 2012, the Village Board of Trustees: (i) adopted Ordinance No. 2012-3025, approving a waiver of enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Municipal Code of Lincolnwood, as amended (***"Village Code"***), with respect to the demolition of the structures on, and the restoration and maintenance of, the Adjacent Properties (***"Demolition Waiver"***); and (ii) approved a First Amendment to Pre-

Development Agreement (the ***"First Amendment"***) (the Initial Agreement and the First Amendment are hereinafter collectively referred to herein as the ***"Original Agreement"***).

P. On December 18, 2012, the Village Board of Trustees adopted Resolution No. R2012-1714, approving an extension of the deadline for submission of all applications for Land Use Relief under the Initial Agreement to no later than February 28, 2013.

Q. NCG filed certain applications for Land Use Approvals, but, subsequently, voluntarily withdrew those applications due to several factors, including significant changes in scope and time to the development plan for the Combined Property.

R. The revised development plan includes the demolition of the Hotel Building as well as the submission of applications for completely different Land Use Approvals than previously submitted.

S. Pursuant to Sections 4.B and 4.D of the Initial Agreement, NCG has demolished all buildings on the Adjacent Properties.

T. The Original Agreement automatically terminated by its terms on July 1, 2013. Pursuant to Section 3 of Ordinance No. 2012-3025, the Demolition Waiver terminated on that date.

U. On August 20, 2013, the Village Board of Trustees adopted Ordinance No. 2013-_____, postponing the enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Village Code, subject to the execution by NCG of this Agreement.

T. The Village and NCG now desire to reinstate and amend the Original Agreement to: (i) reflect the waivers and conditions set forth in Ordinance Nos. 2012-3025, 2012-1711, and 2013-_____ with respect to the demolition of the structures on, and the restoration and maintenance of, the Combined Property; (ii) grant NCG an extension of the deadlines to apply for and obtain the Land Use Relief; and (iii) extend the Term of the Agreement.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

***"Adjacent Properties"*:** Those certain two now-vacant properties that are adjacent to the Hotel Property and are located at 7350 North Lincoln Avenue and at 4560 West Touhy Avenue, respectively, both in the Village.

***"Combined Property"*:** The Adjacent Properties and the Hotel Property, collectively.

***"Consent Decree"*:** The consent decree entered in the Litigation on February 7, 2011.

***"Demolition Contract"*:** The contract between the Village and Delta for the demolition of the Hotel Building.

"*Demolition Notice to Proceed*": The notice contemplated in the Demolition Contract to be issued by the Village to Delta in order for Delta to commence demolition of the Hotel Building.

"*Hotel Building*": Collectively, the several structures located on the Hotel Property, including four connected buildings formerly used as a hotel, restaurant and ancillary facilities, and commonly known as the Purple Hotel.

"*Hotel Property*": That certain real property located at 4500 West Touhy Avenue in the Village.

"*Pre-Demolition Services*": The services to be performed and completed by NCG in preparation for, and furtherance of, the demolition of the Hotel Building, as more fully described in Section 3.B of this Agreement.

"*Term*": The term of this Agreement, as set forth in Section 7.A of this Agreement.

"*Termination Date*": The date that is one year after the Effective Date of this Agreement.

B. Rules of Construction.

1. Capitalized Words and Phrases. All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Sections 1 and 2.A and the other provisions of this Agreement.

2. Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

3. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

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

SECTION 3. PRE-DEMOLITION SERVICES.

A. Performance of Pre-Demolition Services to Date/Termination of Pre-Demolition Services Agreement. The Village acknowledges and agrees that NCG fully and diligently performed its obligations under the Pre-Demolition Services Agreement. The Parties mutually acknowledge the termination of the Pre-Demolition Services Agreement as of July 17,

2012.

B. Continuation of Pre-Demolition Services. In consideration of the agreement by the Village to suspend the issuance of the Demolition Notice to Proceed, as provided in Section 6.A of this Agreement, NCG shall, and does hereby agree to, continue to provide each of the following Pre-Demolition Services on the Hotel Property, and to commence the provision of each of the following Pre-Demolition Services on each of the Adjacent Properties, all at no cost to, and without any expectation or right to reimbursement from, the Village:

1. Security Services.

a. Continuing until the physical exterior demolition of the Hotel Building commences, provide building and property security around the exterior of the Hotel Building and on the Hotel Property and the Adjacent Properties, from dusk until dawn by a professional security company acceptable to the Village Manager (***"Security Company"***).

b. Continuing through the completion of the physical demolition of the Hotel Building, not less than once from dusk until dawn, cause the entire exterior perimeter of the Hotel Building to be inspected by the Security Company (each a ***"Perimeter Check"***).

c. Written Security Reports.

i. Continuing through the completion of the physical demolition of the Hotel Building, cause to be delivered to the Village Chief of Police written reports identifying security incidents that occur on the Combined Property and abnormalities identified during a Perimeter Check, which reports must be filed within 24 hours after the incident or abnormality, but which need not be filed if no such incident occurs and no such abnormality is identified.

ii. During physical demolition of the Hotel Building, not less than once per calendar week, cause to be delivered to the Village Chief of Police written reports containing the results of all Perimeter Checks and identifying any and all security incidents occurring on the Combined Property during the preceding calendar week, whether or not any such incidents have occurred.

2. Fencing and Barriers.

a. Retain and maintain the existing demolition wire fence around the exterior of the Hotel Property, as depicted in **Exhibit A** attached to this Agreement.

b. Provide and maintain a physical barrier on the Combined Property in order to prohibit cut-through vehicular traffic between Touhy Avenue and Lincoln Avenue.

3. Rodent and Pest Control. Continuing throughout the Term of this

Agreement, implement a plan, acceptable to the Village Manager, for the control of, and elimination from, rodents and other pests on the Combined Property.

4. Garbage and Refuse. Continuing throughout the Term of this Agreement, cause all garbage, debris, refuse, and weeds to be removed as needed from the exterior of each of the Hotel Property and the Adjacent Properties.

5. Landscaping. Continuing throughout the Term of this Agreement, cause to be maintained all exterior landscaping on the Hotel Property and the Adjacent Properties as needed.

6. Appointment of NCG Representative. Concurrent with the execution of this Agreement, provide to the Village the name of a representative of NCG who is authorized to act on behalf of NCG for purposes of this Agreement, and a telephone number or numbers at which that representative can be reached 24 hours per day, 7 days per week.

C. Acknowledgment of Purpose. The Parties acknowledge and agree that: (1) all Pre-Demolition Activities to be completed pursuant to this Agreement will neither impede nor prevent the Village's ability to cause the demolition of the Hotel Building, or to pursue the demolition of the buildings on the Adjacent Properties, in the event that this Agreement is terminated and the Village has not approved all necessary Land Use Relief (as that term is defined in Section 5.B of this Agreement) for the Combined Property; and (2) all Pre-Demolition Activities are consistent with the Consent Decree and applicable law.

D. No Reimbursement. NCG acknowledges and agrees neither it nor any other party shall be entitled to reimbursement or credit from the Village for any cost or expense incurred in connection with the performance of any Pre-Demolition Service, even if this Agreement is terminated pursuant to Section 7 of this Agreement, and the Village ultimately performs, or causes to be performed, the demolition of the Hotel Building.

SECTION 4. DEMOLITION.

The Village acknowledges that the buildings on the Adjacent Properties have been demolished. NCG shall pursue, or cause to be pursued, all demolition on the Hotel Property in a diligent and expeditious manner, and in strict compliance with all applicable Village codes and ordinances.

A. Demolition. The demolition of the Hotel Building shall commence no more than 30 days after the issuance of a demolition permit by the Village. No later than December 31, 2013, NCG shall complete the demolition and removal of the Hotel Building from the Hotel Property; provided, however, that the grade level floor of those portions of the Hotel Building that have a basement directly below shall be demolished to no more than six inches above grade, with all protrusions and appurtenances removed to the same level, and all openings to the basement covered and sealed. The Village Board, in its sole and absolute discretion, may extend the deadline set forth in this Section 4.A by resolution duly adopted, and without further amendment of this Agreement.

B. Extension of Time to Comply with Certain Demolition Ordinance Requirements. NCG shall pursue, or cause to be pursued, all demolition on the Combined Property in a diligent and expeditious manner, and in strict compliance with all applicable Village codes and ordinances; provided, however, that in accordance with Village Ordinance No. 2013-_____, and so long as NCG strictly complies with and adheres to its requirements and obligations under this Agreement and applicable portions of the Village Code, the Village agrees to extend the time for the compliance by NCG of the following requirements of the Village Code until 30 days after the earlier to occur of either (a) the Termination Date, or (b) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property:

1. NCG shall not be required to remove curb cuts, concrete, or asphalt pavement from the Combined Property, as otherwise required by Section 14-14-11-7(A)(3) of the Village Code;

2. NCG shall not be required to spread topsoil on, or to seed or sod, the Combined Property, as otherwise required by Section 14-14-11-7(A)(8) of the Village Code so long as NCG levels and applies crushed stone to the building pads of all demolished portions of the Combined Property, except as provided in Section 4.A. above; and

3. NCG shall be permitted to keep the grade level slab of the Hotel Building directly over the basement areas of the Hotel Building in place, and shall not be required to backfill such basement areas, as otherwise required by Section 14-14-11-7(A)(2) of the Village Code.

Notwithstanding the postponement described in this Section 4.B and approved pursuant to Ordinance No. 2013-_____, NCG shall not permit standing water on any portion of the Combined Property.

C. Water Line Termination. Until 30 days after the earlier to occur of either (a) the Termination Date, or (b) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property, NCG shall have the right to terminate water service to the Combined Property at the buffalo box on the Hotel Property depicted on **Exhibit B**, attached to this Agreement. After such date, NCG shall otherwise terminate or realign such service in compliance with applicable Village codes and regulations, and with final engineering plans approved by the Village Engineer in connection with the redevelopment of the Combined Property.

D. Corner Feature. NCG agrees to work with the Village to provide, no later than 90 days after the Effective Date of this Agreement, at NCG's sole cost and expense, not to exceed $12,500.00, an aesthetically pleasing and practical corner feature at the intersection of Touhy and Lincoln Avenues (***"Corner Feature"***). The Corner Feature shall be substantially consistent with the preliminary plans attached to this Agreement as **Exhibit C**, and in a final form to be approved by the Village Manager. The Corner Feature shall remain in place, and be maintained by NCG, throughout the demolition process and until it is replaced with a corner feature that is approved by the Village in conjunction with a new development on the Combined Property that has been approved by the Village.

E. Tree and Bush Removal. NCG agrees to trim and cut certain trees and bushes on the west side of the Combined Property as reasonably requested by the Village Forester.

SECTION 5. DEVELOPMENT AND USE OF THE COMBINED PROPERTY.

A. Use Covenant. NCG has executed and recorded against each of the Adjacent Properties a restrictive covenant which prohibits, unless the Village Board of Trustees in its sole and absolute discretion agrees otherwise, the use of the Adjacent Properties as of the Effective Date of this Agreement if either: (1) the Combined Property is not held in common, unified ownership; or (2) the Village has not approved a unified site or development plan for the Combined Property.

B. Application for Land Use Relief. On or before December 31, 2013, NCG shall prepare and submit all applications for all zoning, subdivision, and land use relief that may be necessary for the comprehensive and cohesive redevelopment of the Combined Property as a single, unified development (collectively, the ***"Land Use Relief"***); provided, however, that the Village Board, in its sole and absolute discretion, may extend the deadline set forth in this Section 5.B by resolution duly adopted, and without further amendment of this Agreement. The Village shall cause all such applications to be promptly and expeditiously reviewed in accordance with applicable law; provided, however, that nothing in this Agreement shall be deemed or interpreted as requiring approval by the Village of any of the requested Land Use Relief or of any other requests by NCG for discretionary relief, approvals, permissions, or grants by the Village related to any or all of the Combined Property.

C. Construction Prohibited. Unless the Village Board of Trustees in its sole and absolute discretion agrees otherwise, NCG shall not perform, or allow to be performed, any construction on any portion of the Combined Property except: (1) upon the approval by the Village of all required Land Use Relief; and (2) in compliance with the approved Land Use Relief.

D. Demolition Covenant. In connection with the Original Agreement, NCG has executed and recorded against the Hotel Property a restrictive covenant, which provides that, the Village shall have the right to enter the Hotel Property and to demolish the Hotel Building, all without any further notice to NCG, and to record and foreclose a lien against the Hotel Property for all demolition costs, upon the occurrence of certain conditions (***"Demolition Covenant"***). NCG shall execute and record against the Hotel Property a modified Demolition Covenant, in a form to be approved by the Village Attorney, providing that the Village may exercise such rights to enter the Hotel Property, demolish the Hotel Building, and record and foreclose a lien against the Hotel Property if NCG either: (1) fails to submit all applications for the Land Use Relief on or before December 31, 2013 (or such extended deadline as may be approved by the Village Board in accordance with Section 5.B of this Agreement); (2) does not obtain all necessary Land Use Relief on or before the Termination Date; (3) fails to complete the demolition of the Hotel Building in accordance with Section 4.A of this Agreement; or (4) fails to diligently and expeditiously pursue all construction and development authorized and contemplated as part of any approved Land Use Relief.

SECTION 6. VILLAGE AGREEMENT.

In consideration of the agreement by NCG to perform and complete all of its obligations under this Agreement (including, without limitation, the Pre-Demolition Activities), the Village shall, and does hereby agree as follows:

A. Suspension of Demolition Notice to Proceed. So long as this Agreement remains in effect and has not been terminated pursuant to Section 7 of this Agreement, the Village shall refrain from issuing a Demolition Notice to Proceed to Delta pursuant to the Demolition Contract or otherwise take any action in furtherance of the demolition of the Hotel Building.

B. Rescission of Demolition Contract. Upon, but not before, the successful completion of the Pre-Demolition Activities required pursuant to Section 3.B.2 of this Agreement, the Village shall take all actions necessary to terminate the Demolition Contract and rescind all approvals granted in connection therewith.

SECTION 7. TERM.

A. Term. This Agreement shall be for a term commencing on the Effective Date of this Agreement, and terminating on the earlier to occur of: (1) the Termination Date; and (2) the occurrence of an Automatic Terminating Event as defined in Section 7.B of this Agreement.

B. Automatic Early Termination. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights and remedies available pursuant to Section 8 of this Agreement, this Agreement shall automatically terminate upon the occurrence of any of the following (each an "***Automatic Terminating Event***"):

1. Failure to Obtain Land Use Relief. NCG fails to obtain all necessary Land Use Relief on or before the Termination Date.

2. Failure to Comply. NCG fails to comply with any of the terms or conditions of this Agreement, including, without limitation, performance of the Pre-Demolition Services, and fails to cure any such breach within five days after receipt of a written notice thereof from the Village.

3. Sale of Property. Unless the Village Board in its sole and absolute discretion agrees otherwise, NCG transfers ownership of all or any portion of the Combined Property to an unrelated third party in which NCG or its principals have no financial interest.

C. Demolition as a Consequence of Termination. Upon the termination of this Agreement for any of the reasons set forth in this Section 7, the Village shall have the right, without any further notice to NCG and without notice to, or authorization from, any court of law, to demolish, or cause to be demolished, the Hotel Building, unless the Village shall have approved, prior to the Termination Date, all necessary Land Use Relief.

SECTION 8. ENFORCEMENT.

A. General. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. NCG agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

SECTION 9. LIABILITY AND INDEMNITY OF VILLAGE.

A. Indemnity. NCG agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the terms and provisions of this Agreement; (ii) the Village's review and approval of any plans for the performance of the Pre-Demolition Activities; (iii) the issuance of any approval, permit, certificate, or acceptance for the Pre-Demolition Activities; and (iv) the performance by NCG of all of its obligations under this Agreement (including, without limitation, the Pre-Demolition Activities) (***"Indemnified Claims"***); provided, however, that this indemnity shall not apply to: (i) willful misconduct or gross negligence on the part of the Village; (ii) claims against the Village that are asserted pursuant to a contract that the Village has previously or hereafter enters into (other than the Pre-Demolition Services Agreement); or (iii) claims against the Village made as a result of the Village's breach of this Agreement.

B. Defense Expense. NCG shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 10. PAYMENT 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, NCG shall be liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal and administrative fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Agreement and associated documents.. The Parties acknowledge and agree that, prior to the Effective Date of this Agreement, NCG has submitted to the Village a deposit in the amount of $10,000, for the purpose of satisfying NCG's obligations under this Section 10. The Village agrees to promptly deliver to NCG statements that identify and summarize disbursements of such deposit, and to promptly return to NCG any sums on deposit which are not needed to satisfy NCG's obligations under this Section 10. Payment of all fees, costs, and expenses required

pursuant to this Section 10 shall be made by a certified or cashier's check, or wire transfer of funds.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Lincolnwood 6900 North Lincoln Avenue Lincolnwood, IL 60712 Attention: Village Manager
with a copy to:	Holland & Knight LLP 131 S. Dearborn Street, 30th Floor Chicago, IL 60603 Attention: Steven M. Elrod, Village Attorney
If to NCG:	North Capital Group, LLC 8170 McCormick Boulevard. Suite 100 Skokie, IL 60076 Attention: Neal Stein
With a copy to:	Ruben, Firsel & Ross, LLC 2801 Lakeside Dr., Suite 207 Bannockburn, IL 60015 Attention: Michael D. Firsel

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

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

D. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect the Village's right to enforce such right or any other right.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties in accordance with all applicable statutory procedures. Notwithstanding the foregoing, whenever in this Agreement provision is made for the grant of a discretionary approval by the Village Board, such approval may be granted by the Village Board without amendment to this Agreement.

J. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or NCG.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document and together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

_____
Beryl Herman, Village Clerk

By:_____
Timothy Wiberg
Its: Village Manager

ATTEST:

NORTH CAPITAL GROUP, LLC,
an Illinois limited liability company

By: _____

Its: _____

By: _____

Its: _____

Revised 8/13/13

EXHIBIT A

DEPICTION OF FENCING ON HOTEL PROPERTY

Return to V.B.

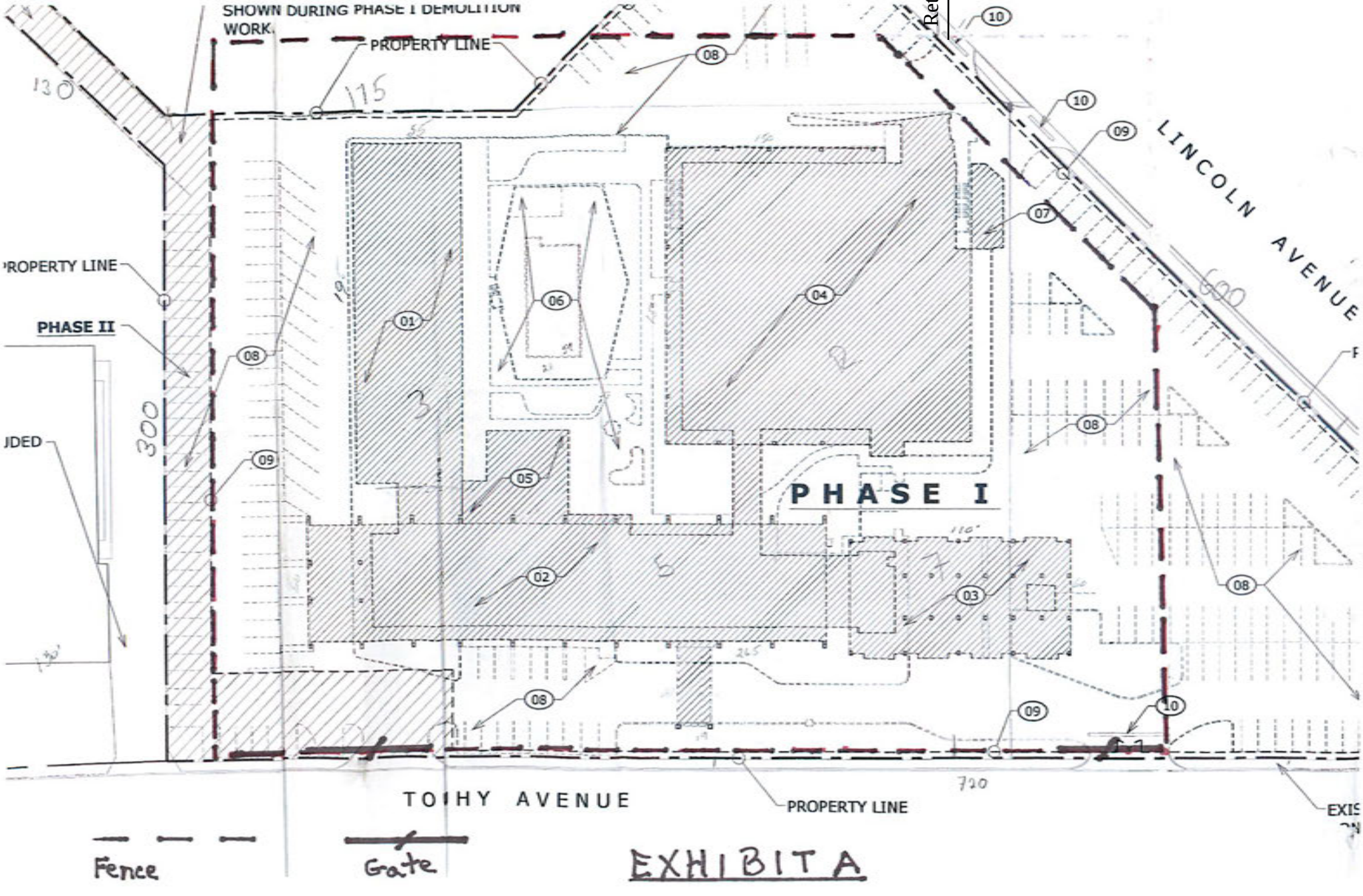


EXHIBIT A

Revised 8/13/13

EXHIBIT B

WATER LINE BUFFALO BOX LOCATION

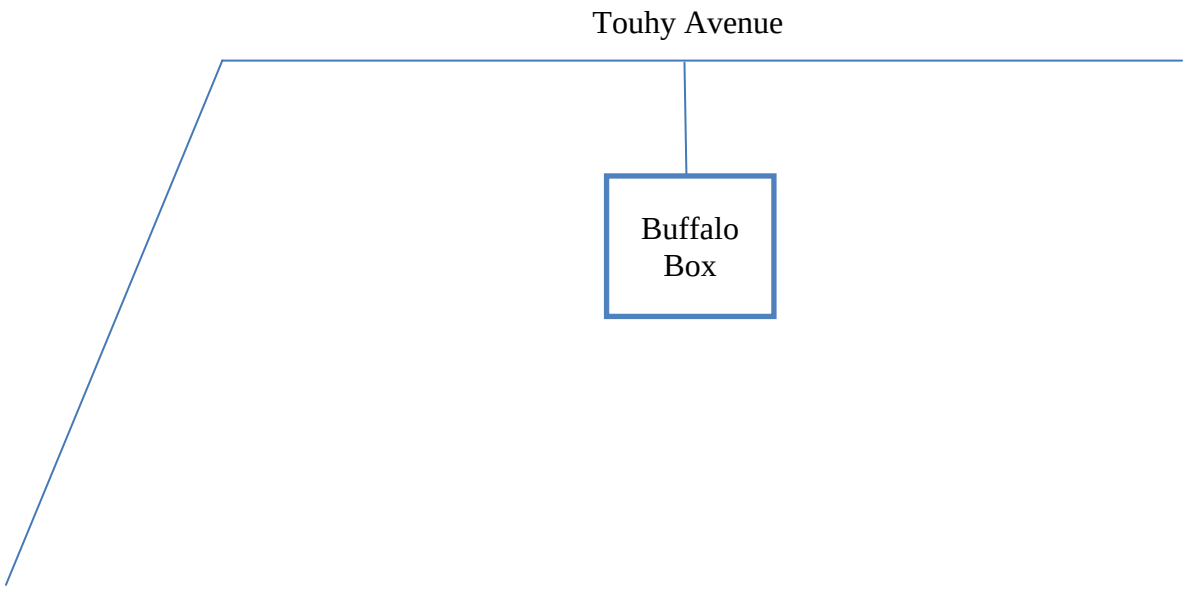
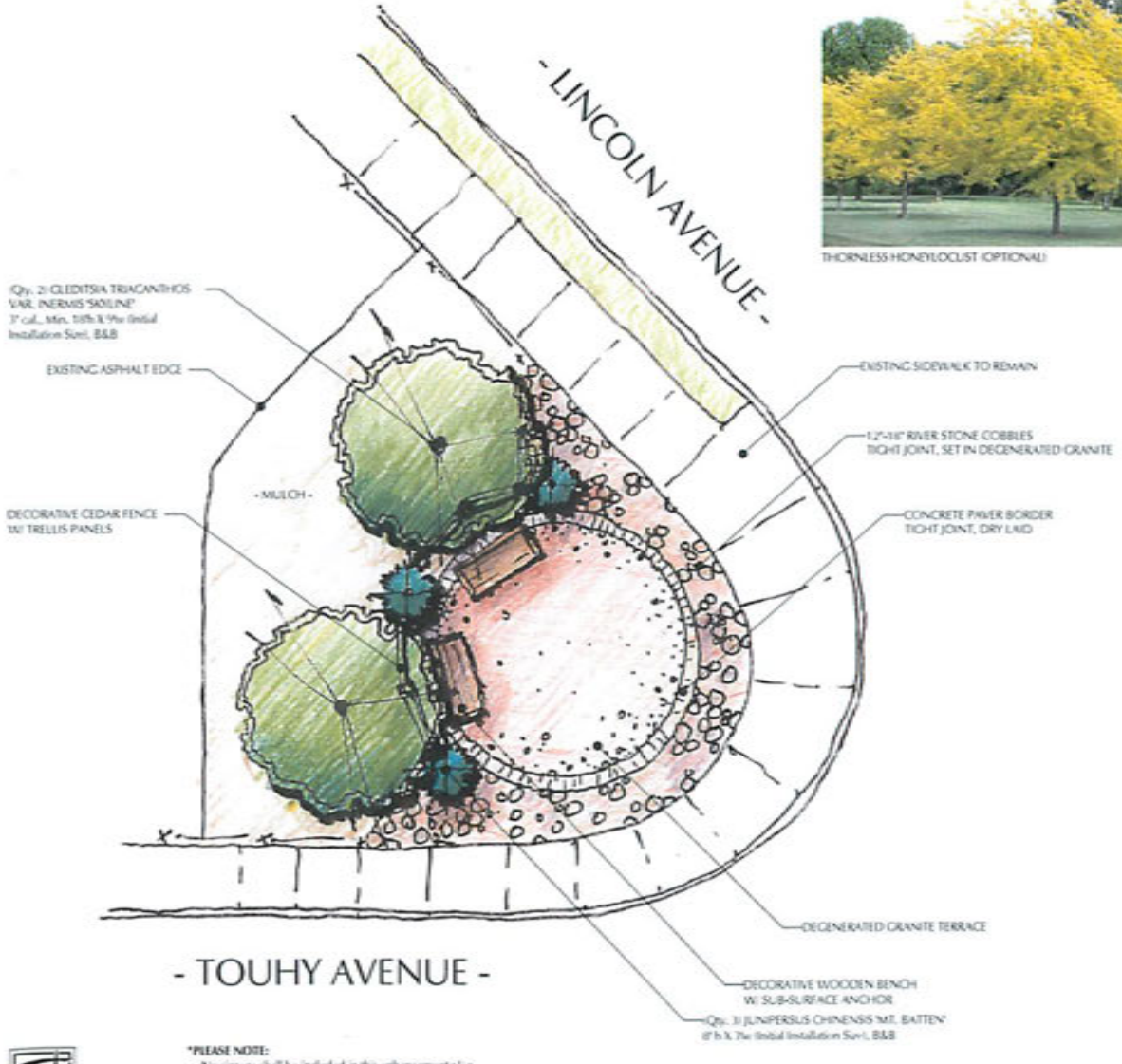


EXHIBIT C

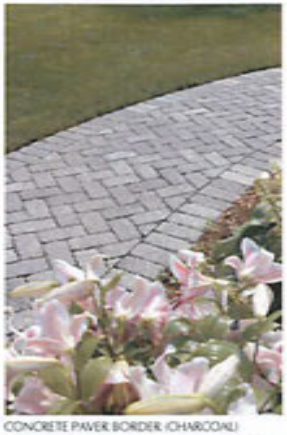
PLANS FOR CORNER FEATURE



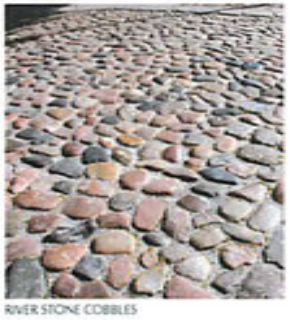

THORNLESS HONEYLOCUST (OPTIONAL)


UPRIGHT EVERGREEN SHRUB


DECORATIVE WOODEN BENCH (OR SIMILAR)


CONCRETE PAVER BORDER (CHARCOAL)


DECORATIVE CEDAR FENCE W/ TRELLIS PANELS (OR SIMILAR)


RIVER STONE COBBLES


DECENERATED GRANITE (RED)

***PLEASE NOTE:**
- No signage shall be included in this enhancement plan.

TESKA

- TOUHY/LINCOLN CORNER LANDSCAPE ENHANCEMENT PLAN -

LE-1

EXHIBIT C

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 15**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of a Resolution Approving the Restated Predevelopment Agreement Between the Village and North Capital Group Pertaining to The Purple Hotel Site

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Last year the Village and North Capital Group (NCG) entered into a Predevelopment Agreement which spelled out various requirements pertaining to site maintenance that NCG had to comply with or the Village would exercise its right to enter The Purple Hotel site and demolish the hotel structure. Throughout the term of the Agreement, NCG complied with all conditions in the Agreement.

The Pre-Development Agreement expired on July 1. NCG has modified its development plan for the site, changing from renovating the existing hotel building, to demolishing the hotel structure and redeveloping the entire site. Therefore, NCG must begin the Village's development review process again. A workshop has been scheduled with the Plan Commission next month.

The Village maintains the desire to ensure the site is maintained in a safe and secure manner. The Village Board sub-committee of Trustees Elster and Patel, along with Village staff and the Village Attorney met with NCG representatives several times to draft the subject Agreement. The key provisions of the Agreement are:

Security Services: NCG agrees to continue, until the physical exterior demolition of the hotel building commences, to provide building and property security, by a firm acceptable to the Village Manager, around the exterior of the hotel building, from dusk until dawn. Under the agreement, NCG is further required to have its security company, inspect the entire perimeter of the hotel building, not less than once each evening, through completion of the physical demolition of the hotel building.

Written Security Reports: NCG agrees to provide, through completion of the physical demolition of the Hotel, written reports identifying any security incidents and abnormalities identified during perimeter checks. Such reports must be file within 24 hours of the incident or abnormality with the Police Chief and NCG agrees further to provide a weekly summary report to the Police Chief containing the results of all perimeter checks of the building/property.

Fencing: NCG agrees to retain and maintain existing demolition fencing around the hotel property and to provide a physical barrier on the property in order to prohibit cut-through vehicular traffic between Touhy and Lincoln Avenues

Rodent and Pest Control: NCG agrees throughout the term of the agreement to implement a plan, acceptable to the Village Manager, to control rodents and pests on the property

Landscaping, Garbage and Refuse: NCG agrees to cause all garbage and weeds to be removed from the property and to maintain landscaping as needed throughout the term of the agreement, including the trimming or removal of certain trees and bushes along the west side of the property

Demolition Schedule: Except for basement areas of the hotel building, NCG agrees to begin demolition of the hotel building no later than 30 days after issuance of a demolition permit from the Village and to complete demolition of the hotel building no later than December 31, 2013

Postponement of Certain Restoration Requirements: The proposed agreement references the postponement of restoration requirements granted to pursuant to other action (see other action on the agenda) and indicates that NCG shall during this postponement period

Not be required to remove curb cuts, concrete or asphalt pavement from the property
Not be required to spread topsoil on, or to seed, or sod, the property so long as NCG applies and levels crushed stone to the building pads on the property
Be allowed to keep in-place, grade level slab of the hotel building which presently exists over basement areas and shall not be required to backfill the basement areas

Standing Water: NCG agrees to not permit standing water to accumulate on the property

Water Line: The agreement allows NCG during the period of the agreement to terminate the existing water line to the property at the buffalo box rather than at the water main (located in the Touhy Avenue ROW), but requires NCG to terminate the water line at the water main once the period of the agreement terminates

Corner Feature: The proposed agreement requires NCG to install a landscaped corner feature at the intersection of Touhy and Lincoln Avenues at NCG cost but not to exceed $12,500. The agreement requires the corner feature to be in place and maintained throughout the demolition and until it is replaced with a corner feature approved by the Village in conjunction with the new development

Application for Land Use Relief: the agreement requires NCG to apply to the Village for land use relief no later than December 31, 2013

Village Demolition Authority: the Village retains its authority to demolish the hotel building and to place a lien on the property and to foreclose on the lien if NCG fails to submit for land use relief by December 31, 2013, does not obtain all land use relief needed by the termination date of the agreement, fails to complete demolition of the hotel building, or fails to expeditiously purse all construction

Attached is the proposed Predevelopment Agreement that has been reviewed by the Village Board subcommittee and a proposed Resolution which would authorize the execution of this agreement.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Proposed Pre-Development Agreement

RECOMMENDED MOTION:
Move to approve the proposed Resolution approving the Restated Pre-Development Agreement

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

A RESOLUTION APPROVING A RESTATED PRE-DEVELOPMENT AGREEMENT FOR THE PURPLE HOTEL WITH NORTH CAPITAL GROUP, LLC

WHEREAS, the property located at 4500 West Touhy Avenue in the Village (***"Hotel Property"***) is currently improved with several structures, including four connected buildings formerly used as a hotel, restaurant and ancillary facilities, and commonly known as the Purple Hotel (collectively, the ***"Hotel Building"***); and

WHEREAS, pursuant to an order entered by the Circuit Court of Cook County, the Village has the right to demolish the Hotel Building; and

WHEREAS, North Capital Group, LLC (***"NCG"***) is the record title owner of the Hotel Property and of those certain two properties that are adjacent to the Hotel Property and are located at 7350 North Lincoln Avenue and at 4560 West Touhy Avenue, respectively, both in the Village (collectively, the ***"Adjacent Properties"***); and

WHEREAS, the Village desires that the Hotel Property and the Adjacent Properties (collectively, the ***"Combined Property"***) be redeveloped together, as one comprehensive and cohesive unified development; and

WHEREAS, NCG desires to redevelop the Combined Property as one comprehensive and cohesive unified development; and

WHEREAS, on April 3, 2012, the Village and NCG entered into that certain Pre-Demolition Services Agreement for the performance of certain specified services in preparation for, and furtherance of, the demolition of the Hotel Building, which agreement was amended on June 19, 2012; and

WHEREAS, on July 17, 2012, the Village and NCG entered into that certain Pre-Development Agreement to memorialize their rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Combined Property (the ***"Initial Agreement"***); and

WHEREAS, on November 20, 2012, the Village Board of Trustees: (i) adopted Ordinance No. 2012-3025, approving a waiver of enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Municipal Code of Lincolnwood, as amended (***"Village Code"***), with respect to the demolition of the structures on, and the restoration and maintenance of, the Adjacent Properties (***"Demolition Waiver"***); and (ii) approved a First Amendment to Pre-Development Agreement (the ***"First Amendment"***) (the Initial Agreement

and the First Amendment are hereinafter collectively referred to herein as the ***"Original Agreement"***); and

WHEREAS, as contemplated by the Original Agreement, NCG filed certain applications for Land Use Approvals, but, subsequently, voluntarily withdrew those applications due to several factors, including significant changes in scope and time to the development plan for the Combined Property; and

WHEREAS, the revised development plan includes the demolition of the Hotel Building as well as the submission of applications for completely different land use approvals than previously submitted;

WHEREAS, the Original Agreement automatically terminated by its terms on July 1, 2013; and

WHEREAS, pursuant to Section 3 of Ordinance No. 2012-3025, the Demolition Waiver terminated upon the termination of the Original Agreement; and

WHEREAS, on August 20, 2013, the Village Board of Trustees adopted Ordinance No. 2013-_____, extending the time for enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Village Code with respect to the Combined Property; and

WHEREAS, the Village and NCG now desire to reinstate and amend the Original Agreement, as required by Section 5.A.3 of Ordinance No. 2013-____ to: (i) reflect the waivers and extensions set forth in Ordinance Nos. 2012-3025, 2012-1711, and 2013-_____ with respect to the demolition of the structures on, and the restoration and maintenance of, the Combined Property; (ii) grant NCG an extension of the deadlines to apply for and obtain land use relief; and (iii) extend the term of the Original Agreement (***"Restated Agreement"***); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Restated Agreement with NCG;

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 RESTATED AGREEMENT. The Restated Agreement by and between the Village and NCG is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF RESTATED AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Restated Agreement upon receipt by the Village Clerk of at least one original copy

of the Restated Agreement executed by NCG; provided, however, that if the executed copy of the Restated Agreement is not received by the Village Clerk within 10 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of August, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of August, 2013.

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

ATTESTED and FILED in my office this
_____ day of August, 2013

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

#25452813_v1

EXHIBIT A

Restated Agreement

Revised 8/13/13

RESTATED PRE-DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF LINCOLNWOOD
AND
NORTH CAPITAL GROUP, LLC
(4500 WEST TOUHY AVENUE)

THIS RESTATED PRE-DEVELOPMENT AGREEMENT (***"Agreement"***) is made as of the 20th day of August, 2013 (***"Effective Date"***), between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (***"Village"***), and **NORTH CAPITAL GROUP, LLC**, an Illinois limited liability company (***"NCG"***) (collectively, the Village and NCG are the ***"Parties"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule powers, the Parties hereto agree as follows:

SECTION 1. RECITALS.

A. On March 9, 2011, the Village filed a lawsuit in the Circuit Court of Cook County, Illinois, concerning certain unsafe and dangerous conditions existing at the Hotel Property and at the Hotel Building (***"Litigation"***). The Litigation is captioned *Village of Lincolnwood v. Chicago Title Land Trust Co.* (Case No. 10 CH 9738).

B. On February 7, 2011, Judge Kathleen Pantle of the Circuit Court of Cook County entered the Consent Decree in the Litigation, which specifically found that the Hotel Building was in a dangerous and unsafe condition subject to demolition and other relief under 65 ILCS 5/11-31-1 (***"Demolition Act"***).

C. Because of the unsafe and dangerous conditions existing on the Hotel Property, the Consent Decree provided that the Village, pursuant to the Demolition Act, could demolish the Hotel Building if the Court did not find that the Hotel Property and the Hotel Building had been brought into complete compliance with all applicable Village ordinances codes, and regulations by August 1, 2011.

D. The then-owner of the Hotel Property did not bring the Hotel Property or the Hotel Building into complete compliance with all applicable Village ordinances codes, and regulations by the August 1, 2011 deadline. Accordingly, since that time, the Village has been diligently working to demolish the Hotel Building by preparing and issuing a request for proposals for the demolition work, preparing demolition bid package materials (including comprehensive demolition specifications), and preparing the Demolition Contract.

E. On December 20, 2011, the Village's Board of Trustees approved the execution of a demolition contract with Delta Demolition, of Chicago, Illinois (***"Delta"***). The Demolition Contract provides that Delta may not commence the work required under the Demolition Contract prior to the issuance by the Village of a Demolition Notice to Proceed. The Village has not, issued a Demolition Notice to Proceed as of the Effective Date of this Agreement.

F. If the Village demolishes the Hotel Building pursuant to the Demolition Act and the Consent Decree, then, in accordance with Section 11-31-1(a) of the Demolition Act, the Village will be entitled to recover the cost of the demolition incurred by the Village, including court costs, attorney's fees, and other costs related to the enforcement of the Demolition Act and the Consent Decree (collectively, the ***"Recoverable Demolition Costs"***), through the filing of a notice of lien against the Hotel Property.

G. Through July 17, 2012, the Village incurred $164,145.70 in Recoverable Demolition Costs. As of the Effective Date of this Agreement, all such Recoverable Demolition Costs have been paid to the Village primarily by NCG.

H. At some time after the Consent Decree was entered, NCG purchased from First Midwest Bank the mortgage note on the Hotel Property.

I. On June 1, 2012, pursuant to an auction conducted by the United States Bankruptcy Court for the Northern District of Illinois pursuant to Section 363 of the United States Bankruptcy Code, NCG acquired fee simple title to the Hotel Property and the Adjacent Properties.

J. The Village desires that the Hotel Property and the Adjacent Properties be redeveloped together, as one comprehensive and cohesive unified development.

K. NCG desires to redevelop the Hotel Property and the Adjacent Properties as one comprehensive and cohesive unified development.

L. On April 3, 2012, the Village and NCG entered into a ***"Pre-Demolition Services Agreement"*** for the performance of the Pre-Demolition Services on the Hotel Property by NCG, which Pre-Demolition Services Agreement was amended as of June 19, 2012.

M. On March 29, 2012, Judge Kathleen Pantle of the Circuit Court of Cook County issued an order: (i) amending the Consent Decree to permit the completion of the Pre-Demolition Activities on the Hotel Property and the other obligations contemplated in the Pre-Demolition Services Agreement; and (ii) acknowledging that the Pre-Demolition Services Agreement and the completion of the Pre-Demolition Activities on the Hotel Property are consistent with the original Consent Decree and applicable law.

N. On July 17, 2012, the Village and NCG entered into that certain Pre-Development Agreement to memorialize their rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties (the ***"Initial Agreement"***).

O. On November 20, 2012, the Village Board of Trustees: (i) adopted Ordinance No. 2012-3025, approving a waiver of enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Municipal Code of Lincolnwood, as amended (***"Village Code"***), with respect to the demolition of the structures on, and the restoration and maintenance of, the Adjacent Properties (***"Demolition Waiver"***); and (ii) approved a First Amendment to Pre-

Development Agreement (the ***"First Amendment"***) (the Initial Agreement and the First Amendment are hereinafter collectively referred to herein as the ***"Original Agreement"***).

P. On December 18, 2012, the Village Board of Trustees adopted Resolution No. R2012-1714, approving an extension of the deadline for submission of all applications for Land Use Relief under the Initial Agreement to no later than February 28, 2013.

Q. NCG filed certain applications for Land Use Approvals, but, subsequently, voluntarily withdrew those applications due to several factors, including significant changes in scope and time to the development plan for the Combined Property.

R. The revised development plan includes the demolition of the Hotel Building as well as the submission of applications for completely different Land Use Approvals than previously submitted.

S. Pursuant to Sections 4.B and 4.D of the Initial Agreement, NCG has demolished all buildings on the Adjacent Properties.

T. The Original Agreement automatically terminated by its terms on July 1, 2013. Pursuant to Section 3 of Ordinance No. 2012-3025, the Demolition Waiver terminated on that date.

U. On August 20, 2013, the Village Board of Trustees adopted Ordinance No. 2013-_____, postponing the enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Village Code, subject to the execution by NCG of this Agreement.

T. The Village and NCG now desire to reinstate and amend the Original Agreement to: (i) reflect the waivers and conditions set forth in Ordinance Nos. 2012-3025, 2012-1711, and 2013-_____ with respect to the demolition of the structures on, and the restoration and maintenance of, the Combined Property; (ii) grant NCG an extension of the deadlines to apply for and obtain the Land Use Relief; and (iii) extend the Term of the Agreement.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

***"Adjacent Properties"*:** Those certain two now-vacant properties that are adjacent to the Hotel Property and are located at 7350 North Lincoln Avenue and at 4560 West Touhy Avenue, respectively, both in the Village.

***"Combined Property"*:** The Adjacent Properties and the Hotel Property, collectively.

***"Consent Decree"*:** The consent decree entered in the Litigation on February 7, 2011.

***"Demolition Contract"*:** The contract between the Village and Delta for the demolition of the Hotel Building.

"*Demolition Notice to Proceed*": The notice contemplated in the Demolition Contract to be issued by the Village to Delta in order for Delta to commence demolition of the Hotel Building.

"*Hotel Building*": Collectively, the several structures located on the Hotel Property, including four connected buildings formerly used as a hotel, restaurant and ancillary facilities, and commonly known as the Purple Hotel.

"*Hotel Property*": That certain real property located at 4500 West Touhy Avenue in the Village.

"*Pre-Demolition Services*": The services to be performed and completed by NCG in preparation for, and furtherance of, the demolition of the Hotel Building, as more fully described in Section 3.B of this Agreement.

"*Term*": The term of this Agreement, as set forth in Section 7.A of this Agreement.

"*Termination Date*": The date that is one year after the Effective Date of this Agreement.

B. Rules of Construction.

1. Capitalized Words and Phrases. All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Sections 1 and 2.A and the other provisions of this Agreement.

2. Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

3. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

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

SECTION 3. PRE-DEMOLITION SERVICES.

A. Performance of Pre-Demolition Services to Date/Termination of Pre-Demolition Services Agreement. The Village acknowledges and agrees that NCG fully and diligently performed its obligations under the Pre-Demolition Services Agreement. The Parties mutually acknowledge the termination of the Pre-Demolition Services Agreement as of July 17,

2012.

B. Continuation of Pre-Demolition Services. In consideration of the agreement by the Village to suspend the issuance of the Demolition Notice to Proceed, as provided in Section 6.A of this Agreement, NCG shall, and does hereby agree to, continue to provide each of the following Pre-Demolition Services on the Hotel Property, and to commence the provision of each of the following Pre-Demolition Services on each of the Adjacent Properties, all at no cost to, and without any expectation or right to reimbursement from, the Village:

1. Security Services.

a. Continuing until the physical exterior demolition of the Hotel Building commences, provide building and property security around the exterior of the Hotel Building and on the Hotel Property and the Adjacent Properties, from dusk until dawn by a professional security company acceptable to the Village Manager (***"Security Company"***).

b. Continuing through the completion of the physical demolition of the Hotel Building, not less than once from dusk until dawn, cause the entire exterior perimeter of the Hotel Building to be inspected by the Security Company (each a ***"Perimeter Check"***).

c. Written Security Reports.

i. Continuing through the completion of the physical demolition of the Hotel Building, cause to be delivered to the Village Chief of Police written reports identifying security incidents that occur on the Combined Property and abnormalities identified during a Perimeter Check, which reports must be filed within 24 hours after the incident or abnormality, but which need not be filed if no such incident occurs and no such abnormality is identified.

ii. During physical demolition of the Hotel Building, not less than once per calendar week, cause to be delivered to the Village Chief of Police written reports containing the results of all Perimeter Checks and identifying any and all security incidents occurring on the Combined Property during the preceding calendar week, whether or not any such incidents have occurred.

2. Fencing and Barriers.

a. Retain and maintain the existing demolition wire fence around the exterior of the Hotel Property, as depicted in **Exhibit A** attached to this Agreement.

b. Provide and maintain a physical barrier on the Combined Property in order to prohibit cut-through vehicular traffic between Touhy Avenue and Lincoln Avenue.

3. Rodent and Pest Control. Continuing throughout the Term of this

Agreement, implement a plan, acceptable to the Village Manager, for the control of, and elimination from, rodents and other pests on the Combined Property.

4. Garbage and Refuse. Continuing throughout the Term of this Agreement, cause all garbage, debris, refuse, and weeds to be removed as needed from the exterior of each of the Hotel Property and the Adjacent Properties.

5. Landscaping. Continuing throughout the Term of this Agreement, cause to be maintained all exterior landscaping on the Hotel Property and the Adjacent Properties as needed.

6. Appointment of NCG Representative. Concurrent with the execution of this Agreement, provide to the Village the name of a representative of NCG who is authorized to act on behalf of NCG for purposes of this Agreement, and a telephone number or numbers at which that representative can be reached 24 hours per day, 7 days per week.

C. Acknowledgment of Purpose. The Parties acknowledge and agree that: (1) all Pre-Demolition Activities to be completed pursuant to this Agreement will neither impede nor prevent the Village's ability to cause the demolition of the Hotel Building, or to pursue the demolition of the buildings on the Adjacent Properties, in the event that this Agreement is terminated and the Village has not approved all necessary Land Use Relief (as that term is defined in Section 5.B of this Agreement) for the Combined Property; and (2) all Pre-Demolition Activities are consistent with the Consent Decree and applicable law.

D. No Reimbursement. NCG acknowledges and agrees neither it nor any other party shall be entitled to reimbursement or credit from the Village for any cost or expense incurred in connection with the performance of any Pre-Demolition Service, even if this Agreement is terminated pursuant to Section 7 of this Agreement, and the Village ultimately performs, or causes to be performed, the demolition of the Hotel Building.

SECTION 4. DEMOLITION.

The Village acknowledges that the buildings on the Adjacent Properties have been demolished. NCG shall pursue, or cause to be pursued, all demolition on the Hotel Property in a diligent and expeditious manner, and in strict compliance with all applicable Village codes and ordinances.

A. Demolition. The demolition of the Hotel Building shall commence no more than 30 days after the issuance of a demolition permit by the Village. No later than December 31, 2013, NCG shall complete the demolition and removal of the Hotel Building from the Hotel Property; provided, however, that the grade level floor of those portions of the Hotel Building that have a basement directly below shall be demolished to no more than six inches above grade, with all protrusions and appurtenances removed to the same level, and all openings to the basement covered and sealed. The Village Board, in its sole and absolute discretion, may extend the deadline set forth in this Section 4.A by resolution duly adopted, and without further amendment of this Agreement.

B. Extension of Time to Comply with Certain Demolition Ordinance Requirements. NCG shall pursue, or cause to be pursued, all demolition on the Combined Property in a diligent and expeditious manner, and in strict compliance with all applicable Village codes and ordinances; provided, however, that in accordance with Village Ordinance No. 2013-_____, and so long as NCG strictly complies with and adheres to its requirements and obligations under this Agreement and applicable portions of the Village Code, the Village agrees to extend the time for the compliance by NCG of the following requirements of the Village Code until 30 days after the earlier to occur of either (a) the Termination Date, or (b) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property:

1. NCG shall not be required to remove curb cuts, concrete, or asphalt pavement from the Combined Property, as otherwise required by Section 14-14-11-7(A)(3) of the Village Code;

2. NCG shall not be required to spread topsoil on, or to seed or sod, the Combined Property, as otherwise required by Section 14-14-11-7(A)(8) of the Village Code so long as NCG levels and applies crushed stone to the building pads of all demolished portions of the Combined Property, except as provided in Section 4.A. above; and

3. NCG shall be permitted to keep the grade level slab of the Hotel Building directly over the basement areas of the Hotel Building in place, and shall not be required to backfill such basement areas, as otherwise required by Section 14-14-11-7(A)(2) of the Village Code.

Notwithstanding the postponement described in this Section 4.B and approved pursuant to Ordinance No. 2013-_____, NCG shall not permit standing water on any portion of the Combined Property.

C. Water Line Termination. Until 30 days after the earlier to occur of either (a) the Termination Date, or (b) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property, NCG shall have the right to terminate water service to the Combined Property at the buffalo box on the Hotel Property depicted on **Exhibit B**, attached to this Agreement. After such date, NCG shall otherwise terminate or realign such service in compliance with applicable Village codes and regulations, and with final engineering plans approved by the Village Engineer in connection with the redevelopment of the Combined Property.

D. Corner Feature. NCG agrees to work with the Village to provide, no later than 90 days after the Effective Date of this Agreement, at NCG's sole cost and expense, not to exceed $12,500.00, an aesthetically pleasing and practical corner feature at the intersection of Touhy and Lincoln Avenues (***"Corner Feature"***). The Corner Feature shall be substantially consistent with the preliminary plans attached to this Agreement as **Exhibit C**, and in a final form to be approved by the Village Manager. The Corner Feature shall remain in place, and be maintained by NCG, throughout the demolition process and until it is replaced with a corner feature that is approved by the Village in conjunction with a new development on the Combined Property that has been approved by the Village.

E. Tree and Bush Removal. NCG agrees to trim and cut certain trees and bushes on the west side of the Combined Property as reasonably requested by the Village Forester.

SECTION 5. DEVELOPMENT AND USE OF THE COMBINED PROPERTY.

A. Use Covenant. NCG has executed and recorded against each of the Adjacent Properties a restrictive covenant which prohibits, unless the Village Board of Trustees in its sole and absolute discretion agrees otherwise, the use of the Adjacent Properties as of the Effective Date of this Agreement if either: (1) the Combined Property is not held in common, unified ownership; or (2) the Village has not approved a unified site or development plan for the Combined Property.

B. Application for Land Use Relief. On or before December 31, 2013, NCG shall prepare and submit all applications for all zoning, subdivision, and land use relief that may be necessary for the comprehensive and cohesive redevelopment of the Combined Property as a single, unified development (collectively, the ***"Land Use Relief"***); provided, however, that the Village Board, in its sole and absolute discretion, may extend the deadline set forth in this Section 5.B by resolution duly adopted, and without further amendment of this Agreement. The Village shall cause all such applications to be promptly and expeditiously reviewed in accordance with applicable law; provided, however, that nothing in this Agreement shall be deemed or interpreted as requiring approval by the Village of any of the requested Land Use Relief or of any other requests by NCG for discretionary relief, approvals, permissions, or grants by the Village related to any or all of the Combined Property.

C. Construction Prohibited. Unless the Village Board of Trustees in its sole and absolute discretion agrees otherwise, NCG shall not perform, or allow to be performed, any construction on any portion of the Combined Property except: (1) upon the approval by the Village of all required Land Use Relief; and (2) in compliance with the approved Land Use Relief.

D. Demolition Covenant. In connection with the Original Agreement, NCG has executed and recorded against the Hotel Property a restrictive covenant, which provides that, the Village shall have the right to enter the Hotel Property and to demolish the Hotel Building, all without any further notice to NCG, and to record and foreclose a lien against the Hotel Property for all demolition costs, upon the occurrence of certain conditions (***"Demolition Covenant"***). NCG shall execute and record against the Hotel Property a modified Demolition Covenant, in a form to be approved by the Village Attorney, providing that the Village may exercise such rights to enter the Hotel Property, demolish the Hotel Building, and record and foreclose a lien against the Hotel Property if NCG either: (1) fails to submit all applications for the Land Use Relief on or before December 31, 2013 (or such extended deadline as may be approved by the Village Board in accordance with Section 5.B of this Agreement); (2) does not obtain all necessary Land Use Relief on or before the Termination Date; (3) fails to complete the demolition of the Hotel Building in accordance with Section 4.A of this Agreement; or (4) fails to diligently and expeditiously pursue all construction and development authorized and contemplated as part of any approved Land Use Relief.

SECTION 6. VILLAGE AGREEMENT.

In consideration of the agreement by NCG to perform and complete all of its obligations under this Agreement (including, without limitation, the Pre-Demolition Activities), the Village shall, and does hereby agree as follows:

A. Suspension of Demolition Notice to Proceed. So long as this Agreement remains in effect and has not been terminated pursuant to Section 7 of this Agreement, the Village shall refrain from issuing a Demolition Notice to Proceed to Delta pursuant to the Demolition Contract or otherwise take any action in furtherance of the demolition of the Hotel Building.

B. Rescission of Demolition Contract. Upon, but not before, the successful completion of the Pre-Demolition Activities required pursuant to Section 3.B.2 of this Agreement, the Village shall take all actions necessary to terminate the Demolition Contract and rescind all approvals granted in connection therewith.

SECTION 7. TERM.

A. Term. This Agreement shall be for a term commencing on the Effective Date of this Agreement, and terminating on the earlier to occur of: (1) the Termination Date; and (2) the occurrence of an Automatic Terminating Event as defined in Section 7.B of this Agreement.

B. Automatic Early Termination. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights and remedies available pursuant to Section 8 of this Agreement, this Agreement shall automatically terminate upon the occurrence of any of the following (each an "***Automatic Terminating Event***"):

1. Failure to Obtain Land Use Relief. NCG fails to obtain all necessary Land Use Relief on or before the Termination Date.

2. Failure to Comply. NCG fails to comply with any of the terms or conditions of this Agreement, including, without limitation, performance of the Pre-Demolition Services, and fails to cure any such breach within five days after receipt of a written notice thereof from the Village.

3. Sale of Property. Unless the Village Board in its sole and absolute discretion agrees otherwise, NCG transfers ownership of all or any portion of the Combined Property to an unrelated third party in which NCG or its principals have no financial interest.

C. Demolition as a Consequence of Termination. Upon the termination of this Agreement for any of the reasons set forth in this Section 7, the Village shall have the right, without any further notice to NCG and without notice to, or authorization from, any court of law, to demolish, or cause to be demolished, the Hotel Building, unless the Village shall have approved, prior to the Termination Date, all necessary Land Use Relief.

SECTION 8. ENFORCEMENT.

A. General. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. NCG agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

SECTION 9. LIABILITY AND INDEMNITY OF VILLAGE.

A. Indemnity. NCG agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the terms and provisions of this Agreement; (ii) the Village's review and approval of any plans for the performance of the Pre-Demolition Activities; (iii) the issuance of any approval, permit, certificate, or acceptance for the Pre-Demolition Activities; and (iv) the performance by NCG of all of its obligations under this Agreement (including, without limitation, the Pre-Demolition Activities) (***"Indemnified Claims"***); provided, however, that this indemnity shall not apply to: (i) willful misconduct or gross negligence on the part of the Village; (ii) claims against the Village that are asserted pursuant to a contract that the Village has previously or hereafter enters into (other than the Pre-Demolition Services Agreement); or (iii) claims against the Village made as a result of the Village's breach of this Agreement.

B. Defense Expense. NCG shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 10. PAYMENT 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, NCG shall be liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal and administrative fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Agreement and associated documents.. The Parties acknowledge and agree that, prior to the Effective Date of this Agreement, NCG has submitted to the Village a deposit in the amount of $10,000, for the purpose of satisfying NCG's obligations under this Section 10. The Village agrees to promptly deliver to NCG statements that identify and summarize disbursements of such deposit, and to promptly return to NCG any sums on deposit which are not needed to satisfy NCG's obligations under this Section 10. Payment of all fees, costs, and expenses required

pursuant to this Section 10 shall be made by a certified or cashier's check, or wire transfer of funds.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Lincolnwood 6900 North Lincoln Avenue Lincolnwood, IL 60712 Attention: Village Manager
with a copy to:	Holland & Knight LLP 131 S. Dearborn Street, 30th Floor Chicago, IL 60603 Attention: Steven M. Elrod, Village Attorney
If to NCG:	North Capital Group, LLC 8170 McCormick Boulevard. Suite 100 Skokie, IL 60076 Attention: Neal Stein
With a copy to:	Ruben, Firsel & Ross, LLC 2801 Lakeside Dr., Suite 207 Bannockburn, IL 60015 Attention: Michael D. Firsel

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

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

D. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect the Village's right to enforce such right or any other right.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties in accordance with all applicable statutory procedures. Notwithstanding the foregoing, whenever in this Agreement provision is made for the grant of a discretionary approval by the Village Board, such approval may be granted by the Village Board without amendment to this Agreement.

J. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or NCG.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document and together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

_____
Beryl Herman, Village Clerk

By:_____
Timothy Wiberg
Its: Village Manager

ATTEST:

NORTH CAPITAL GROUP, LLC,
an Illinois limited liability company

By: _____

Its: _____

By: _____

Its: _____

Revised 8/13/13

EXHIBIT A

DEPICTION OF FENCING ON HOTEL PROPERTY

Return to V.B.

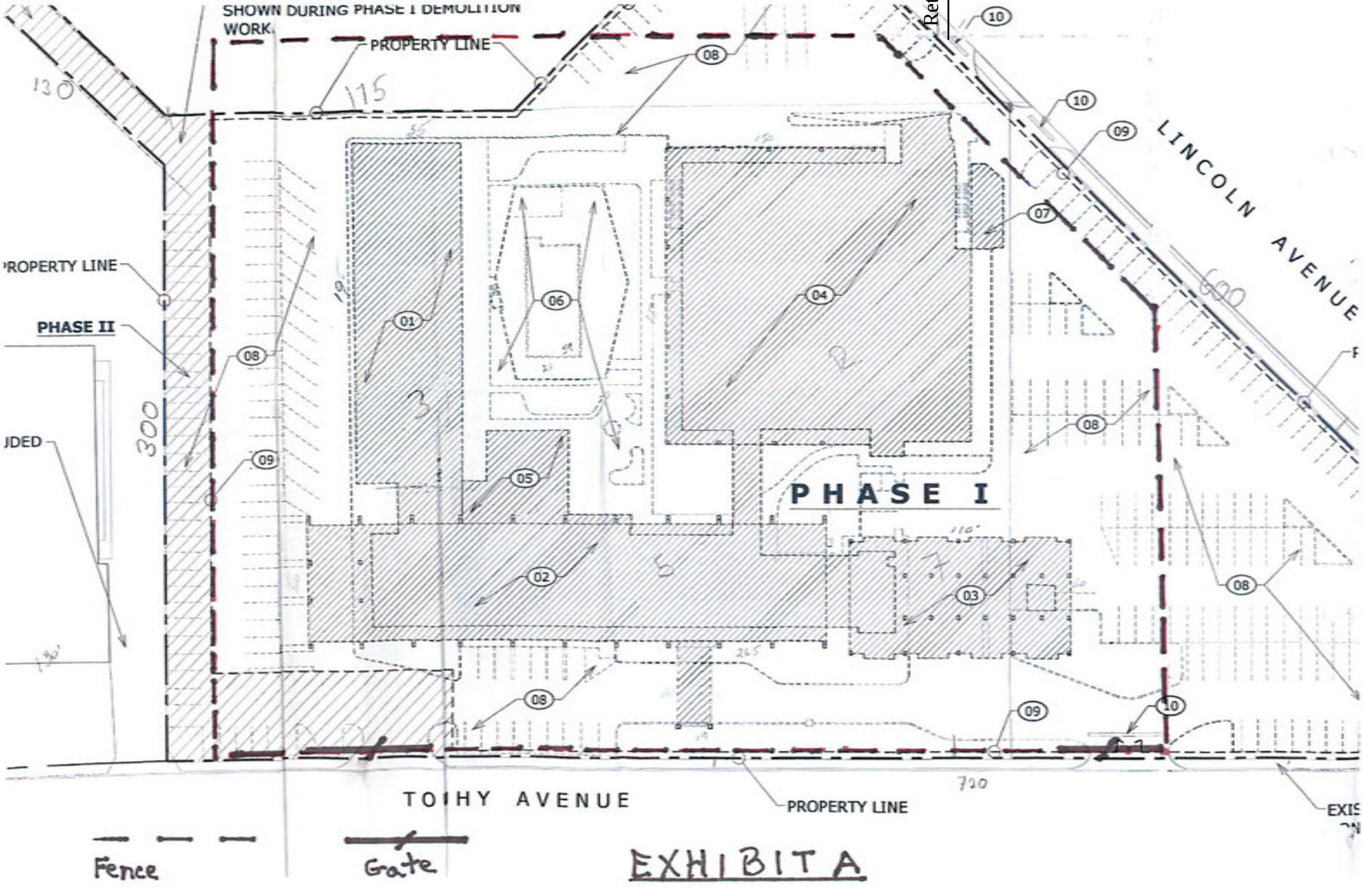


EXHIBIT A

Revised 8/13/13

EXHIBIT B

WATER LINE BUFFALO BOX LOCATION

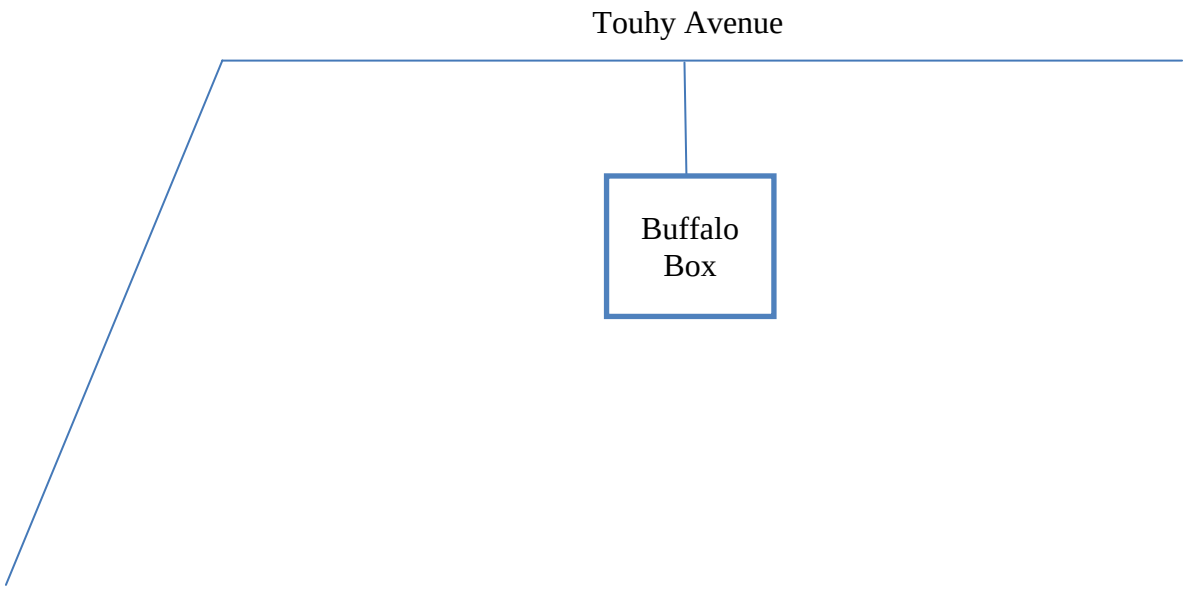
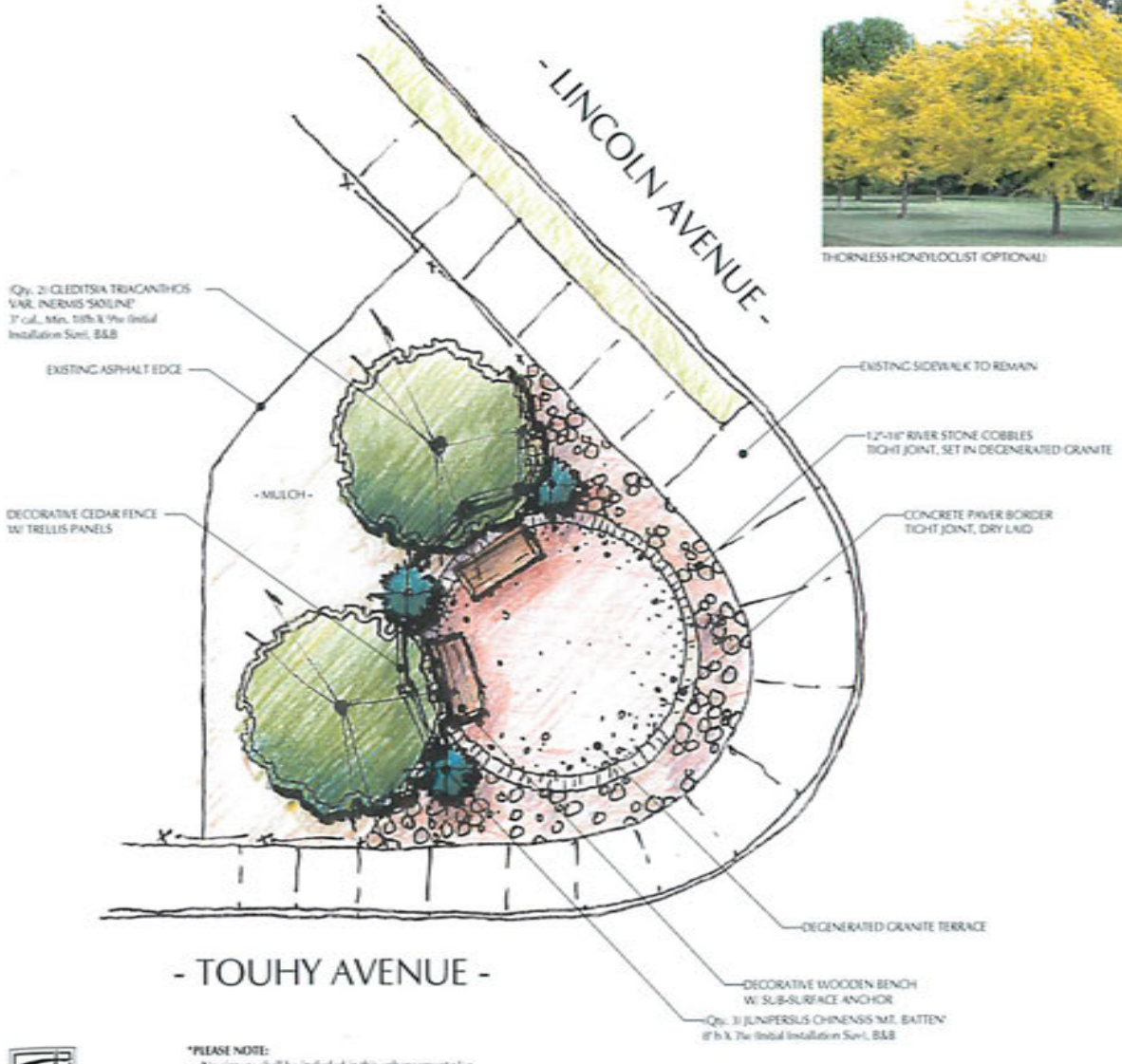


EXHIBIT C

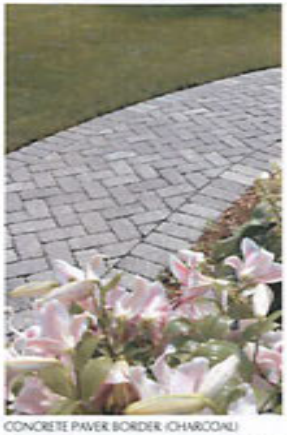
PLANS FOR CORNER FEATURE



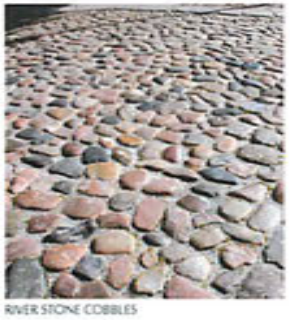

THORNLESS HONEYLOCUST (OPTIONAL)


UPRIGHT EVERGREEN SHRUB


DECORATIVE WOODEN BENCH (OR SIMILAR)


CONCRETE PAVER BORDER (CHARCOAL)


DECORATIVE CEDAR FENCE W/ TRELLIS PANELS (OR SIMILAR)


RIVER STONE COBBLES


DECENERATED GRANITE (RED)

***PLEASE NOTE:**
- No signage shall be included in this enhancement plan.

TESKA

- TOUHY/LINCOLN CORNER LANDSCAPE ENHANCEMENT PLAN -

LE-1

EXHIBIT C

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 16**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of an Ordinance Waiving the Competitive Bidding Process and Authorizing the Village Manager to Execute an Agreement with the Paramedic Services of Illinois, Inc. for the Provision of Code Enforcement Services

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Village Board identified "Code Enforcement" as a priority in the "2010-14 Village Board Strategic Plan." In 2010, the Village contracted with T.P.I. Code Consultants to perform "windshield" inspections, coordinate correspondence for proactive and complaint-based code enforcement requests from staff and the public, and take enforcement action, as necessary. The cost for this service was $65.00 per hour. The Village Board approved $35,000 in the FY2012-13 Budget to contract for Property Maintenance Inspections. Staff was not able to identify a viable contractor to provide code enforcement services within the budget.

Subsequently, staff received authorization from the Village Board to hire a non-IMRF part-time Code Enforcement Officer. At the time, the Village's part-time employee was also a part-time Code Enforcement Officer for the Village of Glenview. The Code Enforcement Officer position requires special skill, knowledge, training and experience. Since it is a non-IMRF part-time position with no benefits, the likelihood of long term retention of this employee was not likely. Consequently, staff recommended that the Village enter into an agreement with the Village of Glenview to share code enforcement services. The employee was a full-time Village of Glenview employee, and the Village agreed to pay 40% of the personnel costs, and received the benefit of 16 hours per week of service. The agreement was valid for two years with a cost of living increase after the first year. Either party could terminate the agreement by notifying the other party 30 days in advance.

In July, 2013, the Village of Glenview terminated its agreement with the Village to provide code enforcement services. Staff reviewed six options described in the attached memorandum, and recommends the Village enter into an agreement with Paramedic Services of Illinois, Inc. (PSI) for code enforcement services. PSI will provide an employee to Community Development for 16 hours per week, and the Police Department will assist, when necessary. The cost of the recommendation is $25.00 per hour, plus the cost of uniforms and equipment. The annual cost is $20,800 or $10,580 less than contracting with the Village of Glenview.

FINANCIAL IMPACT:

1. The FY2013-14 Budget for code enforcement service is $31,644. The cost of contracting with PSI is $20,800 annually, plus the cost of uniforms and equipment.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Agreement with PSI for Code Enforcement Services
3. Job Description (Description of Services)
4. Staff Review of Code Enforcement Options
5. Temporary Letter of Intent
6. Mr. James Bakutis Resume

RECOMMENDED MOTION:

Move to approve an Ordinance waiving the competitive bidding process and authorizing the Village Manager to enter into an agreement with Paramedic Services of Illinois, Inc. in the amount of $25.00 per hour, or $20,800 annually for code enforcement services.

Return to V.B. Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AN AGREEMENT WITH PARAMEDIC SERVICES OF ILLINOIS, INC., OF SCHILLER PARK, ILLINOIS, FOR THE PROVISION OF CODE ENFORCEMENT SERVICES

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2013.

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 _____, 2013

_____
Village Clerk

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AN AGREEMENT WITH PARAMEDIC SERVICES OF ILLINOIS, INC., OF SCHILLER PARK, ILLINOIS, FOR THE PROVISION OF CODE ENFORCEMENT SERVICES

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 desires to retain a professional code enforcement officer to coordinate efforts to enforce the laws and regulations of the Village (***"Code Enforcement Officer"***); and

WHEREAS, in February 2012, the Village entered into a memorandum of understanding with the Village of Glenview to share services of a Code Enforcement Officer; and

WHEREAS, in July 2012, the Village of Glenview terminated the memorandum of understanding; and

WHEREAS, Village Staff has reviewed six alternative methods of securing the services of a new Code Enforcement Officer; and

WHEREAS, among the alternatives reviewed by the Village Staff is a proposal submitted by Paramedic Services of Illinois, Inc., of Schiller Park, Illinois (***"PSI"***), to provide a permanently-assigned Code Enforcement Officer with code enforcement training and experience (***"Proposal"***); and

WHEREAS, PSI has provided paramedic and firefighting services to the Village since 1989, and possesses unique knowledge of, and experience with, many of the laws and regulations subject to enforcement by the Code Enforcement Officer; and

WHEREAS, the Village President and Board of Trustees have determined that the Proposal submitted by PSI is the best available alternative for the Village to secure the services of a Code Enforcement Officer; and; and

WHEREAS, the Village and PSI desire to enter into an agreement for PSI for the provision of a Code Enforcement Officer for the Village (***"Agreement"***); and

WHEREAS, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding to accept the Proposal and enter into the Agreement, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended (***"Village Code"***); and

WHEREAS, the Village President and Board of Trustees has determined that it will serve and be in the best interests of the Village to accept the Proposal and enter into the Agreement with PSI;

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. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Proposal and the Agreement are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

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

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by PSI; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2013.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2013.

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

ATTESTED and FILED in my office this

_____ day of _____, 2013

_____

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

#25449542_v1

EXHIBIT A

AGREEMENT

VILLAGE OF LINCOLNWOOD
PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is dated as of the ____ day of _____, 2013 (***"Agreement"***), and is by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (***"Village"***), and **PARAMEDIC SERVICES OF ILLINOIS, INC.**, an Illinois corporation, with offices at 9815 West Lawrence Avenue, Schiller Park, Illinois 60176 ("***Consultant***").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The Village retains the Consultant to perform, and the Consultant agrees to perform, all necessary services to perform the work in connection with the project identified below ("***Services***"), which Services the Consultant shall provide pursuant to the terms and conditions of this Agreement:

Code Enforcement Officer services, as more specifically described in **Exhibit A** attached to this Agreement.

SECTION 2. TIME OF PERFORMANCE. The Consultant shall perform the Services on an ongoing basis and as required and directed by the Village.

SECTION 3. COMPENSATION.

A. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed $25.00 per hour, including reimbursable expenses, without the prior express written authorization of the Village Manager. The terms for payment to the Consultant shall be as follows:

[INSERT TERMS FOR PAYMENT]

B. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 4. REPRESENTATIONS OF CONSULTANT. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consultants in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

The Consultant further represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature. The Consultant shall provide all personnel necessary to complete the Services.

SECTION 5. INDEMNIFICATION; INSURANCE; LIABILITY.

A. Indemnification. The Consultant proposes and agrees that the Consultant shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 4 of this Agreement.

B. Insurance. The Consultant acknowledges and agrees that the Consultant shall, and has a duty to, maintain adequate insurance, in an amount, and in a form and from companies, acceptable to the Village. The Consultant's maintenance of adequate insurance shall not be construed in any way as a limitation on the Consultant's liability for losses or damages under this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to: (1) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

B. Conflicts of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would

conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

E. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or Consultant with respect to this Contract or the Services. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to (1) terminate this Agreement without liability for further payment; or (2) withhold from any payment or recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

H. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village Hall
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Village Manager

With a copy to:

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

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

Paramedic Services of Illinois, Inc.
9815 West Lawrence Avenue
Schiller Park, Illinois 60176
Attn:_____

I. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

J. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

ATTEST

By:_____
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD

By:_____
Timothy Wiberg, Village Manager

ATTEST:

By:_____

Title:_____

CONSULTANT:

By:_____

Its:_____

#25450190_v1

EXHIBIT A

DESCRIPTION OF SERVICES

Created: 06/06/2012
Revised: 06/06/2012

JOB DESCRIPTION: Code Enforcement Officer

EXEMPT:	**No**
COMPENSATION CLASS:	**N/A**
DEPARTMENT:	**Police Department**
REPORTS TO:	**Chief of Police**

SUMMARY:

The Code Enforcement Officer inspects and enforces all property maintenance and zoning laws and ordinances. This is accomplished by reviewing plans and documents, interpreting specifications, inspecting construction or placement of signs, banners or other materials, and meeting with the public, residential and commercial property owners and employees, completing field testing, resolving issues, issuing inspection reports, testifying in court, and performing other duties as assigned. Additional duties include responding to complaints, reviewing invoices, and maintaining documentation of inspections and projects completed.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Inspects sites for zoning or property maintenance code compliance as a result of complaints by residents or direct assignments by supervisor.
- Documents all violations in written and photographic form for use in court as needed.
- Coordinates with other affected Village departments and prepares reports as needed.
- Notifies property owners of violations and works with them to effect compliance. Follow-up with complainant when applicable to keep them apprised of status.
- Responds to all verbal and written messages from residents and contractors regarding zoning and property maintenance matters.
- Prepares concise reports regarding each case, files, enters information in computer and prepares legal notices and citations.
- Comply with all Village Policies, Protocols, and Procedures.
- Perform other duties as assigned.

Created: 06/06/2012
Revised: 06/06/2012

QUALIFICATION REQUIREMENTS:
To perform this job successfully, the individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations shall be made to enable individuals with disabilities to perform the essential functions. A valid Illinois State Driver's License is required.

EDUCATION / EXPERIENCE:
Work requires knowledge of a specific vocational, administrative, or technical nature which may be obtained with a two-year associate's degree, diploma or equivalent from a college, technical, business, vocational, or correspondence school. Appropriate certification may be awarded upon satisfactory completion of advanced study or training. One to three years of experience in the inspection field is required.

LANGUAGE SKILLS:
Ability to read, analyze, and interpret complex documents including blueprints, site plans, surveys, and elevation plans. Ability to respond effectively to citizen inquiries or complaints. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or commissions.

MATHEMATICAL SKILLS:
Ability to add and subtract numbers and to multiply and divide. Ability to perform these operations using units of weight measurement, volume, and distance. Ability to calculate figures and amounts such as proportions, percentages, and area.

REASONING ABILITIES:
Ability to define problems, collect data, establish facts, and draw valid conclusions.

OTHER SKILLS and ABILITIES:

- Ability to write in English clear and concise reports, memoranda, directives and letters.
- Ability to read papers, periodicals, journals, manuals, dictionaries, thesauruses, and encyclopedias.
- Ability to accomplish assigned administrative tasks with a minimum of supervision and with only general directions.
- Ability to establish and maintain satisfactory work relations with coworkers, commission members, and the public.
- Proven ability to effectively utilize technology in improving services. Specifically, must be skilled in use of Microsoft Windows, Word, Excel, and Outlook.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations shall be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand and walk indoors and outdoors in all

weather conditions. The employee is also required to sit and work at a desk for up to several hours.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations shall be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate. The noise level in the work environment can at times be exceptionally loud. Extensive use of computers, video displays, and keyboards as required. The position often works in a vehicle.

SAFETY:
All employees are expected, as a condition of employment, to adopt the concept that the safe way to perform a task is the most efficient and the only acceptable way to perform it. Safety adherence of performance will be considered an important measure of employee performance evaluation. As such, the employee must:

- Comply with established safe working rules.
- Report all accidents and injuries immediately, and cooperate in all accident and injury investigations, supplying full and complete information.
- Submit recommendations for safety and efficiency, as well as report defective equipment and unsafe conditions.
- Know their exact duties in the event of a fire or catastrophe.
- Provide public protection from unsafe conditions and hazards.

LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: July 30, 2013

Subject: Code Enforcement Recommendation

On Tuesday, July 16, 2013, the Village of Glenview cancelled with their contract with the Village for Code Enforcement without notice. The following staff met on Monday, July 22 to review options for code enforcement:

Mr. Timothy Clarke, Community Development Director
Mr. Aaron Cook, Development Manager
Robert LaMantia, Chief of Police
Mr. Robert Merkel, Finance Director
Mr. Douglas Petroshius, Assistant Village Manager

The following is a summary of options and a recommendation.

1. Attempt to salvage the Village's contract with the Village of Glenview. The cost of this option is $31,380. The Village of Glenview failed to meet its original legally binding contractual obligation, and their staff was less than forthright with the Village.

2. Expand the current part-time community service officer position to full-time and incorporate code enforcement into the job description. This option would ensure a full-time commitment and consistent service. However, the cost to increase the current community service officer's hours from 20 to 35 per week is $39,500. The community service officer's current salary and benefits is approximately 30,500 and it would increase to approximately $70,000.

3. Outsource and contract with Safe Build. The Village of Glenview decided to contract with Safe Build upon terminating their shared code enforcement officer with the Village. The cost of this option is $40,000. There is no financial benefit to this option. While the Village may gain a little experience with contracting with Safe Build, the cost is more than expanding the part-time community service

officer position to full-time, and provides less flexibility.

4. Contract with TPI. The Village already has a contract with TPI to provide plan review, etc. TPI is a reputable firm and the Village has already established a very good professional relationship with the firm. This is the most expensive option. The cost is $54,080.

5. Hire a part-time employee. The cost of a part-time employee for 16 hours per week is approximately $19,518. The concern is that it may be difficult to find a part-time employee willing to provide a full-time commitment, and retention is also a concern. Hiring a part-time employee may only be a temporary solution. Nevertheless, when turn over occurs, the community service officers may be available to temporarily increase their hours to fill the void created by the vacancy, and other candidates are available.

6. Paramedic Services of Illinois (PSI) proposed providing code enforcement service to the Village. PSI proposes using an off-duty fireman with code enforcement training and experience. It would be a permanently assigned person. He is currently with Lincolnwood and is a 23 year employee with PSI. The cost of this option is $20,800, plus the cost of the uniform. There is an added benefit of using a PSI firefighter. If an issue came up while he was on duty as a firefighter, he could handle it while on duty, as well as the following day when he would be working in his capacity as a code enforcement officer.

Recommendation
After review and discussion, staff recommends contracting with Paramedic Services of Illinois, Inc. for 16 hours-a-week. The annual cost of staff's recommendation is $20,800.

cf: Mr. Timothy Clarke, Community Development Director
Mr. Aaron Cook, Development Manager
Mr. Robert Merkel, Finance Director
Mr. Douglas Petroshius, Assistant Village Manager

PARAMEDIC SERVICES of Illinois, Inc.

SPECIALIZING IN CONTRACTUAL PARAMEDIC AND AMBULANCE BILLING SERVICES

LETTER OF INTENT

August 2, 2013

Timothy C. Wiberg, Village Manager

6900 N. Lincoln

Lincolnwood, IL. 60712

Dear Mr. Wiberg:

This letter herby expresses the mutual interest between the Village of Lincolnwood and Paramedic Services of Illinois, Inc. (PSI) to provide a part-time Code Enforcement person by PSI to the Village of Lincolnwood.

The provisions in this letter of intent are not binding and only reflect the intentions of PSI and the Village of Lincolnwood to provide Code Enforcement to the Village until the time the Village Board can authorize a final agreement.

work 16 hours per week yr

PSI will provide a part-time person to the Village of Lincolnwood beginning August 6, 2013. Training of the person could begin on Aug 2 or August 4, 2013 at PSI expense as the Code Enforcement Officer will be on duty at the Fire Station during those days. Training times could be flexible.

PSI will provide a salary and benefits for this person and the Village will provide Village identification, Village logoed uniforms, occupational supplies and a Village vehicle that only will be used while on duty performing Code Enforcement activities. The Village also agrees to compensate PSI at the rate $25.00/hour for time worked by the Code Enforcement Officer. PSI will itemize the hours at the end of the month and provide an invoice the Village and direct the invoice to the Village Finance Director for payment.

AGREED BY:

Michael Hansen

Vice President

Timothy C. Wiberg

Village Manager

9815 W. LAWRENCE AVE. SCHILLER PARK, IL 60176 PHONE: 847-678-4900 FAX: 847-678-2854

James Bakutis
PO Box 72224
Roselle, IL. 60172
July 25, 2013

Douglas Petroshius
Assistant Village Administrator
Village of Lincolnwood
6900 N Lincoln Av.
Lincolnwood, IL. 60712

Mr. Petroshius:

I would like to be considered for the position of Code Enforcement Officer with the Village of Lincolnwood.

I have 37 years experience in the Fire and EMS Services, 23 years with Paramedic Services of Illinois Inc. During this time I have also worked closely with law enforcement agencies. In my years of service I have encountered a variety of conditions requiring good judgment and actions to defuse and control difficult situations and people. At times the need to talk with patients and family members to convince them to comply with the need to do what is best for their health and wellbeing, as well as the safety to them and their property. My experiences also include aiding and comforting those who have suffered a loss or experienced a tragedy in their lives. My years of preforming fire inspections for local small businesses, schools and also large major company facilities has allowed me to hone my abilities in talking with customers about violations and the required corrective actions to comply with the codes set by the local Village and the Fire Prevention Bureau.

Thank you for taking time out of your schedule to review my qualifications. Please find attached my resume with complete contact information. If you have any questions or concerns do not hesitate to contact me for clarification.

With kindest regards,

James Bakutis

PO Box 72224
Roselle, Illinois 60172
Cell: (847) 514-7076
jamesabakutis@gmail.com

James Bakutis

Work Experience

2011-Present *Lincolnwood Fire Department* *Lincolnwood, IL.*

Firefighter / Paramedic / FAE

- Active duty as Paramedic Firefighter and Engineer.
- Communications specialist for the department's two-way radio system.
- Active in construction, repair and decommissioning of vehicle radios, lighting and emergency warning equipment.
- Member of the M.A.B.A.S. Division 3 Communications / Command Van Team.

1998–2011 *Libertyville Fire Department* *Libertyville, IL.*

Firefighter / Paramedic / FAE / Contract Coordinator

- Active duty as Paramedic Firefighter and Engineer.
- Participate in public fire safety education, including school appearances and open houses.
- Instructor and evaluator for PSI candidates and mentoring of inexperienced new coordinators.
- Perform Quartermaster duties.
- Perform Fire Inspections in the Village and Fire Protection District.
- Responsible for scheduling and payroll as well as documentation and records for the contract.
- Create training material with multiple computer based programs and evaluation of software.
- Assisted in upgrading and maintaining the computer network at the fire department.
- Reworked the village scheduling calendar with Excel for the Assistant Chief.
- Maintained Sentra lock equipment; deployed and maintained the KeySecure system by Knox Company.
- Service, program, repair, troubleshoot and upgrade department radios.
- Active in construction and decommissioning of vehicles and equipment.
- SCBA fit test technician.

2001–2009 *Abbott Fire Department* *Abbott Park, IL.*

Fire Safety Inspector and Extinguisher Technician

- Responded to Fire calls and EMS calls.
- Annually updated and deployed the Emergency Response Plan.
- Responsible for monthly fire extinguisher safety checks, servicing and tagging.
- Taught fire safety, fire extinguisher classes and assisted in the training of A.L.E.R.T personal.

1991–1998 *Roselle Fire Department* *Roselle, IL.*

Paramedic Firefighter / Contract Coordinator / EMS Coordinator

- Active duty as Paramedic Firefighter, POC Engineer and Acting Officer.
- Responsible for maintaining EMS licensing and keeping records and documentation.
- CPR Coordinator / Instructor.
- Ambulance driving Instructor.
- Responsible for directing EMS details at village functions and activities.
- EMS budgeting responsibilities and participated in Chiefs, Officers and EMS Coordinators meetings.
- Assisted in setting specifications and requirements for new equipment.
- Continuing education and EMT -B Transition instructor and responsible for all EMS training.
- Administered regional IDPH certification testing.
- Maintained information systems, EMS reporting system and upgraded fire reporting system
- Assembled and reported residency status for patients to the village billing office.

Licenses

- **Illinois Driver's License** **Class BM non-CDL** **Expires July 2014**
- **Illinois Paramedic License** **# 0001448773** **Expires June 2015**

Certifications

* EMT-A (1977)
* Paramedic (1989)
* EMT-B Adjunct Faculty Instructor
* CPR
* DCFS Mandated Reporter
* Stroke Course
* Certified Firefighter I (1985)
* Certified Firefighter II (1986)
* Certified Firefighter III (1991)
* Certified Firefighter Basic (2012)
* Certified FSVO (2012)
* Incident Command Systems
* Fire Apparatus Engineer (1998)
* Certified Ambulance Driving Instructor
* Emergency Vehicle Operator Fire
* Emergency Vehicle Operator II Fire
* Vertical I / Ropes and Rigging
* Confined Space /Trench Awareness
* Technical Rescue Awareness
* Hazardous Materials Awareness
* Haz-Mat First Responder
* Haz-Mat 1st Responder Operations
* Radiological Haz-Mat Response
* WMD Response Training
* Petroleum Incidents Response
* IS 100
* IS 200
* IS 701.A
* IS 800.B
* ICS 300
* ICS 400

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 17**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Plan Commission Regarding the Zoning Board of Appeals as the Final Authority on Appeals of the Zoning Officer's Determination

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
In November 2012, the Village received an appeal of the Zoning Officer's determination concerning a proposed shooting range along Devon Avenue in the Village's B2 Zoning District. Under current provisions of the Zoning Code (Section 5.13), such appeals of the Zoning Officer's determination are considered by the Zoning Board of Appeals (ZBA) and the determination of the ZBA on the appeal is the final determination for the Village, subject only to judicial review. Currently, the Village Board has no part in this appeal process.

Except for the above appeal, Village records do not indicate that other appeals of the determination of the Zoning Officer have ever been made and the recent appeal is believed to be the first such appeal ever filed with the Village.

To assess whether the current process for appeals is appropriate, and specifically whether the ZBA ought to be the final decision maker for the Village on an appeal, the Village Board referred this matter to the Plan Commission for consideration. The Plan Commission considered this matter at a public hearing on July 10, 2013. At this meeting, the Plan Commission reviewed and discussed research compiled by staff concerning how other communities process and determine such appeals. This research found that of the eight nearby communities surveyed, seven process appeals the same way as currently in Lincolnwood, with the Zoning Board having final determination in the matter. In this survey, the only community found to differ was Skokie, where final determinations on appeals is made by the Village Board and Mayor and not the Zoning Board.

In considering this matter, the Plan Commission was unanimous in their conclusion that the existing process of having the Zoning Board as the final decision maker on appeals is best practice and most appropriate. During its deliberations, no member of the public desired to provide testimony or address the Commission.

Accordingly, by a vote of 6-0, the Plan Commission recommends no change to the process for considering appeals as currently outlined in Section 5.13(4) of the Zoning Code.

FINANCIAL IMPACT:
None.

DOCUMENTS ATTACHED:

1. Excerpts from Plan Commission Minutes
    a. July 10, 2013
    b. May 1, 2013
    c. March 6, 2013
    d. February 6, 2013
2. Staff Report to Plan Commission
3. Section 5.13(4) of the Zoning Code

RECOMMENDED MOTION:
Move to concur with the recommendation of the Plan Commission for no change to Zoning Code Section 5.13(4) concerning the Zoning Board of Appeals as the final authority on appeals of a Zoning Officer's determination.

Currently, the parking standard for "Health Club or Recreation Facility, Private: is 1 space per 3 persons+ 1 space per /2 full time employees. Note that currently a separate parking standard already exists for bowling alleys is five spaces per lane.

Discussion ensued.

Development Manager Cook had a short presentation on additional conditions. An 800 foot minimum distance between use and park zoned property or residentially zoned property. Performance Standards included; range design must conform to US Department of Energy's Range Design Criteria, dated June 4, 2012 or subsequent editions, range must conform to US Department of Labor Occupational Safety and Health Administration (OSHA) requirements, range must be in conformance with established range and safety plan approved with Chief of Police, security plan approved by Chief of Police, and lead and noise restrictions.

Commissioner Jakubowski wanted to add the phrase "at a minimum". Give Village some flexibility, but have minimum criteria for what we would consider for a Firearms Shooting Range approval.

Mr. Passman agreed. It is good to identity minimums, but with a Special Use you can look at all aspects and leave room for any additional conditions the Village may impose.

Commissioner Yohanna suggested dropping the minimum feet away standard. How low would we consider. Development Manager Cook indicated that our GIS system can give a new map showing 75-100 feet for residential properties, and 250-500 feet for all non-residential and including office.

Discussion ensued.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. Mr. Charles Halevi from 4224 Pratt Avenue. Spoke in favor of allowing Shooting Ranges in Lincolnwood.

Motion was made by Commissioner Yohanna to continue to September 11, 2013. Seconded by Commissioner Sampen. Motion approved 7-0 Aye.

Commissioner Sampen left the Plan Commission Meeting.

V. PUBLIC HEARING: **Appeals of Administrative Order or Zoning Officer – Zoning Code Text Amendment** ***(Continued from May 1, 2013, March 6, 2013, & February 6, 2013)***
Request: Text Amendment to Consider Modification Concerning the Zoning Board of Appeals as the Final Administrative Determination Body for the Village

Development Manager Cook explained that the Village received its first appeal of Zoning Officer consideration of Zoning Board of Appeals Final Administrative Determination

recently. Staff researched nearby communities and seven of the eight surveyed review appeals the same as Lincolnwood.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to make no amendment to this provision of the code made by Commissioner Yohanna. Seconded by Commissioner Auerbach. Vote 6-0 Aye.

VI. PUBLIC HEARING: Accessory Structures – Zoning Code Text Amendment
(*Continued from May 1, 2013, March 6, 2013 & February 6, 2013)*
Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to continue to September 11, 2013 made by Commissioner Yohanna and Seconded by Commissioner Goldfein. Motion approved 6-0.

VII. OTHER BUSINESS:
Public Hearing Procedures will discuss at a future meeting.

VIII. PUBLIC COMMENT: None.

IX. ADOURNMENT:
The next Plan Commission public hearing will be held on August 7, 2013. Hearing no further business, Motion to adjourn made by Commissioner Yohanna. Seconded by Commissioner Fishman. Motion approved unanimously 6-0. Meeting adjourned at 9:52 PM.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator

MEETING MINUTES OF THE
PLAN COMMISSION
May 1, 2013
7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN

MEMBERS PRESENT:
Chairman Paul Eisterhold
Patricia Goldfein
Sue Auerbach
Don Sampen

MEMBERS ABSENT:
George Touras
Mark Yohanna
Steve Jakubowski

STAFF PRESENT:
Community Development Manager Aaron N. Cook, AICP
Community Development Coordinator Lauren Wolf

VILLAGE COUNSEL
None.

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of four members present and called the meeting to order at 7:10 p.m. Chairman Eisterhold notified public that Commissioners' Touras, Yohanna and Jakubowski would not be in attendance.

II. APPROVAL OF MINUTES

Motion to approve the April 3, 2013 Plan Commission minutes was made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 3-0 with Chairman Eisterhold's abstention.

Chairman Eisterhold notified the public and Commission that agenda items #7 and #11 regarding Firearms Shooting Ranges and Appeals of Administrative Hearing Officer will take more deliberation and would like the Village Attorney present and will continue these two items to a date certain of July 10, 2013. Motion to continue made by Commissioner Auerbach and Seconded by Commissioner Sampen. 4-0 Approved.

III. Review of Plat of Consolidation: Consideration of Combined Preliminary and Final Plat of Subdivision – 3700 West Pratt Avenue

Request: Request to Review Proposed Plat of Consolidation in Accordance with Final Plat of Subdivision Review Only Rather than Preliminary and Final Plat of Subdivision Reviews

Chairman Eisterhold noted to the public and petitioners that his daughter used to babysit for the owner of Trim-Tex and purchased girl scout cookies from the family. If anyone had an issue with this please come forward. No one in audience indicated any issue.

Chairman Eisterhold indicated two petitioners are present and swore them in. Mr. Leo Burzik with Trim-Tex and Mr. Marek Krzyzanowski with Double "M" Chamberlin Masse, Engineer for property.

Development Manager Cook indicated that this request is for parcel consolidation and if it could be done in one meeting, rather than two public hearings. Lincolnwood Properties Trust seeks under Section 16-4-3 of the Subdivision Code for the elimination of preliminary review of a Major Subdivision. If the elimination of preliminary review is granted, the Plat of Consolidation will be reviewed at a future regularly scheduled meeting of the Plan Commission in accordance with all notice requirements. There are eleven underlying parcels which the property owner seeks to consolidate into one lot of record. No improvements are proposed with this consolidation request.

Commissioner Auerbach and Goldfein both indicated that this makes sense to approve and to consolidate.

Chairman Eisterhold asked if anyone in the audience wanted to speak on the matter. There was none.

Petitioner Mr. Burzik thanked the Commission for time and consideration on the matter. We are bombarded with a lot of paper work because of all the parcels, but this was an existing problem and want to clean it up.

Commissioner Auerbach made a motion to allow the petitioner to proceed with Final Plat of Consolidation and combine Final Plat of Subdivision. Seconded by Commissioner Goldfein. Motion carried 4-0.

IV. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment
(Continued from March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs

Development Manager Cook stated at the March 6, 2013 meeting the Commission indicated to Staff that they liked the Morton Grove Sign Ordinance, and wanted to mirror that. Staff needs clarification on how to regulate these signs. Staff took photos of signs that are in existence, and explained that none of them would be in compliance with the Morton Grove Ordinance.

Commissioner Auerbach stated that it seems these examples are in line with pedestrians. However, signs should not be in the public right-of-way.

Commissioner Goldfein indicated that all signs should be professionally done, and six square feet should be a good standard. Lincolnwood does not have enough pedestrian traffic for these signs, most are for vehicle traffic. Mr. Cook agreed, it is appropriate to make a standard.

Commissioner Sampen disagreed. Want to permit these signs on private property and at the discretion of the property owner. Do not see an issue with also having these signs on public property, and allowed at any time.

Commissioner Goldfein stated that if allowed in public right-of-way would cause too much clutter, and could be a safety concern. Commissioner Auerbach agreed, having these signs on private property only, would do a world of good.

Roll call was taken for signage allowed on Public Property. 4-0 Aye. Strictly on Private Property Only.

Commissioner Auerbach indicated that sandwich board and a-frame signs should be treated the same, and have one set of regulations for both types. Commission was in agreement. The signs should have a maximum of four feet high for overall sign height, from the grade to the top of the sign. The signs should not be greater than six square feet in sign area.

Commissioner Goldfein would like for Staff to measure examples and give specific dimensions to the Commission at next meeting.

Chairman Eisterhold opened the public hearing for comment. Craig Klatzko – Lincolnwood resident and business owner indicated to the Commission that the standard sandwich board size is typically 22 x 28 or 24 x 36, both of which would comply with the new standard.

Chairman Eisterhold also wanted the Sign Ordinance to indicate all signs must be well maintained and cannot be weathered. Commissioner Goldfein added that these signs should be brought in when the business is closed. Commissioner Sampen stated that if this is a public safety issue, the signs should be brought in.

Development Manager Cook explained that Article XI Section 11.06(1) would be eliminated completely from the sign code. Provided clarification in Staff Summary 11.04.(8) on private property. If the Village adopts the Morton Grove example 11.04 and 11.05 increase sign types and exempt signage.

Commissioner Auerbach indicated that one sign per street face would be a sufficient number of signs. Commissioner Goldfein added that white board signs are not allowed, must be printed. Changeable copy boards are also allowed. The Commission can recommend this change for all new signs and recommend to not enforce new regulations to a date certain.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

V. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment**
(Continued from March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Notice Requirements for Public Hearings

Development Manager Cook explained to the Commission that Staff had checked with surrounding communities and most are in line with our standard of 250 feet. Staff also consulted with Village Attorney's regarding any legal concerns or liability issues with the existing notification requirements. Village Attorney indicated there will be no liability for the Village from applicants or from neighbors in the event greater notification is required for various zoning application. Staff continues to have concerns with the discretionary nature of the notice requirements and recommends an amendment to either eliminate the discretionary notice or, clarify when additional notice is required.

Commissioner Goldfein stated that Commissioner s Yohanna and Jakubowski did not see an issue with this notice requirement for public hearings.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to keep the language the way it is in the Ordinance made by Commissioner Sampen and Seconded by Commissioner Goldfein. Vote 2-2 - Commissioners Sampen and Goldfein Yes, Commissioners Auerbach and Eisterhold Nay. Plan Commission rescinded Motion 4-0, and Motion to Continue to June 5, 2013 4-0.

VI. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to July 10, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

VII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout (*Continued from March 6, 2013 & February 6, 2013)*

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

VIII. PUBLIC HEARING: **Accessory Structures – Zoning Code Text Amendment**
Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

IX. PUBLIC HEARING: Compliance Deadlines for Fences – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Compliance Deadlines Associated with Fence Violations (*Continued from March 6, 2013 & February 6, 2013*)

Development Manager Cook explained that under no other Zoning Code section is there a stipulation as to how Staff should move forward to take corrective or enforcement action to handle a violation. That is handled at an internal Staff protocol. Typically, warnings are giving with a time frame for compliance. Fences are the only section where there is specific step by step code required compliance. Staff notes this is an oddity and this is not how violations should be handled. Staff recommends elimination in code form the specific steps in fence violations.

Commissioner Sampen indicated that he would like this section to stay. The notice period and compliance period should be kept as a guideline.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to eliminate compliance deadlines for fence violations made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion 3-1, Commissioner Sampen Nay.

X. PUBLIC HEARING: Appeals of Administrative Order or Zoning Officer – Zoning Code Text Amendment
Request: Text Amendment to Consider Modification Concerning the Zoning Board of Appeals as the Final Administrative Determination Body for the Village of Lincolnwood (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to July 10, 2013 made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

XI. PUBLIC HEARING: Voting Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines for Plan Commission and Zoning Board of Appeals (*Continued from March 6, 2013 & February 6, 2013)*
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

XII. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Residential Driveway Requirements (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

XIII. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development – Zoning Code Text Amendment
Request: Text Amendment to Consider Requiring Public Hearing for Final Approval of Planned Unit Development (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

XIV. PUBLIC HEARING: Illumination/Glare Requirements for Signs – Zoning Code Text Amendment
Request: Text Amendment to Organize or Modify References to Glare Reduction Regulations for Signs (*Continued to March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion approved 4-0 Aye.

XV. OTHER BUSINESS:
Commissioner Touras informed Mayor Turry and Chairman Eisterhold that he would be retiring from the Commission. The Commission thanked Commissioner Touras for his service, and sorry to see him leave.

Public Hearing Procedures will discuss at a future meeting.

XVI. PUBLIC COMMENT: None.

XVII. ADOURNMENT:
The next Plan Commission public hearing will be held on May 22, 2013. Hearing no further business, Motion to adjourn made by Commissioner Auerbach. Seconded by Commissioner Sampen. Motion approved unanimously 4-0. Meeting adjourned at 9:14 PM.

May 1, 2013

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator

framework of the Zoning Ordinance it would be fair to say Residential is clearly prohibited and the Plan Commission should discuss Business District and Office District.

The Commission agreed as a whole that massage therapy or other health related uses should be allowed in the following districts; Business B1, B2, B3 and Office as a permitted use.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to approve the definitions and allowed uses made by Commissioner Jakubowski and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XII. PUBLIC HEARING: Appeals of Administrative Order or Zoning Officer – Zoning Code Text Amendment
Request: Text Amendment to Consider Modification Concerning the Zoning Board of Appeals as the Final Administrative Determination Body for the Village of Lincolnwood (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XIII. PUBLIC HEARING: Vote Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines for Plan Commission and Zoning Board of Appeals (*Continued from February 6, 2013)*
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XIV. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Residential Driveway Requirements (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XV. PUBLIC HEARING: Final Approval Procedure of Planned Unit Development – Zoning Code Text Amendment
Request: Text Amendment to Consider Requiring Public Hearing for Final Approval of Planned Unit Development (*Continued from February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XIII. PUBLIC HEARING: **Accessory Structures – Zoning Code Text Amendment**
Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XIV. PUBLIC HEARING: Compliance Deadlines for Fences – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Compliance Deadlines Associated with Fence Violations
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XV. PUBLIC HEARING: Land Use Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Massage Therapy as Permitted, Special Use, or Prohibited Use in Certain Zoning Districts
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XVI. PUBLIC HEARING: Appeals of Administrative Order or Zoning Officer – Zoning Code Text Amendment
Request: Text Amendment to Consider Modification Concerning the Zoning Board of Appeals as the Final Administrative Determination Body for the Village of Lincolnwood
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XVII. PUBLIC HEARING: Vote Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Modifying or Eliminating Voting Deadlines for Plan Commission and Zoning Board of Appeals
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XVIII. PUBLIC HEARING: Driveway Requirements – Zoning Code Text Amendment
Request: Text Amendment to Consider Residential Driveway Requirements
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

Agenda Item #6

Staff Report
Plan Commission
July 10, 2013
Continued from May 1, 2013, March 6, 2013 & February 6, 2013

Subject Property: **N/A (Text Amendment)**

Requested Action: Text amendment to Section 5.13 of the Zoning Ordinance to an amendment regarding final decisions of appeals.

Nature of Request: A text amendment to consider the Village Board to make final decisions on all appeals rather than the Zoning Board of Appeals.

Petitioner: Village Board

Summary

Note: Below is the summary provided at the May 1, 2013, March 6, 2013 & February 6, 2013 Plan Commission meeting. This matter was continued.

Section 5.13 of the Zoning Ordinance identifies the process in which an applicant may file an appeal of an administrative order, requirement, decision or determination made by the Zoning Officer with respect to the provisions of the Zoning Ordinance. Recently, the Village received what is believed to be the first request for an appeal of the Zoning Officers interpretation. As part of this process, the Village Board recommended the review of the procedure to consider the Village Board as the final administrative authority. Currently, as per Section 5.13(4) the Zoning Board of Appeals is the Village's final administration authority and any appeal of the ZBA decision shall be subject to judicial review only.

Staff researched nearby communities for how appeals are handled and seven of the eight surveyed review appeals the same as Lincolnwood. The only community that does not is Skokie. Final determinations on appeals are made by the Village Board and Mayor.

Attachments:

1. Zoning Code Excerpt: Article V Sections 5.13(4)

the Plan Commission or the ZBA, as the case may be, to approve the requested relief. (Ordinance No. 2011-2936)

5.13 APPEALS

(1) Authority: The ZBA shall hear and decide appeals from an administrative order, requirement or determination made by the Zoning Officer with respect to the provisions of this Zoning Ordinance.

(2) Initiation: An appeal may be taken to the ZBA by any person, firm or corporation, or by any office, department, board, bureau or commission, aggrieved by an administrative order, requirement, decision or determination made by the Zoning Officer with respect to the provisions of this Zoning Ordinance.

(3) Processing: An appeal shall be filed in writing with the Village Clerk within 45 days after the date of the action complained of. The Village Clerk shall then forward the appeal to the ZBA, which shall hold a public hearing of the appeal within 90 days after receipt of the written appeal. The Zoning Officer shall give notice of the date of the hearing on the appeal to all interested parties.

(4) Decisions: Within 90 days after receipt of the written appeal, or such further time to which the appellant may agree, the ZBA shall reverse, affirm, or modify, in whole or in part, the order, requirement, decision or determination. The decision of the ZBA shall be in writing. All decisions of the ZBA on appeals filed pursuant to this Section 5.13 shall, in all instances, be final administrative determinations and shall be subject to judicial review only, in accordance with the Illinois Administrative Review Law, 735 ILCS 5/3-101 *et seq.*, as may be amended.

5.14 MINOR VARIATIONS

(1) Purpose: A variation is a grant of relief to a property owner from the exact standards of this Zoning Ordinance, issued when undue hardship would be caused by the literal enforcement of this Zoning Ordinance. Additionally, a variation is intended to provide relief where the requirements of this Zoning Ordinance render the land difficult or impossible to use because of some unique or special characteristic of the property itself. The intent is not to simply remove an inconvenience or financial burden that the requirements of this Zoning Ordinance may impose on a property owner. Conditions existing prior to adoption of this zoning ordinance shall not require a variation.

(2) Definition: Only those variations specifically listed in Section 5.14(3) shall be classified as minor variations, and may be approved in accordance with this Section 5.14 only for single- or multiple-family residential uses.

(3) Authorized Minor Variations: The Zoning Officer shall have the authority to grant the following "minor variations" for single- or multiple-family residential uses:

a. A reduction of up to fifteen (15) percent of the minimum required lot area;

b. A reduction of up to ten (10) percent of the minimum required side or rear yard setback;

Request For Board Action

REFERRED TO BOARD: August 20, 2013 **AGENDA ITEM NO: 18**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Plan Commission to Amend Sections 11.04(8), 11.05, and 11.06(1) of the Zoning Code to Clarify Regulations of A-frame, Sandwich Board, and Portable Signs

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
At the July 16, 2013 Village Board meeting, this matter was tabled to August 20, 2013. Since this matter was tabled, the Village Board should first remove this matter from the table in order to consider it.

The Zoning Code contains the Village's regulations on all signs in the Village. Currently, the Sign Chapter of the Zoning Code is unclear on the treatment of A-frame, sandwich boards and similar type of portable signs ("portable signs").

Currently, the Sign Chapter may be interpreted to prohibit all types of portable signs, or alternatively, may be interpreted to only prohibit such signs within the public right-of-way, except when they are used as special event/grand opening signs. Because of confusing language in these provisions, at the November 20, 2012 Village Board meeting, the Village Board referred a proposed text amendment to the Plan Commission, to clarify the regulations of portable signs.

Given the different potential interpretations of the Sign Chapter of the Zoning Code, staff first asked the Plan Commission to consider how to regulate portable signs. Staff provided research on nearby communities to assist the Plan Commission in understanding how other communities regulate portable signs.

At its March 6, 2013 meeting, the Plan Commission expressed interest in permitting portable signs on private property. The Plan Commission indicated that prohibiting these signs all-together would not promote a positive business environment. However, the Plan Commission stated that while the Village should allow such signs, regulations should be adopted to limit size, location, number, and area. The Plan Commission next reviewed the research of nearby communities. Commissioner Jakubowski identified the Morton Grove ordinance as providing appropriate standards for portable signs. The Plan Commission indicated that the Morton Grove language is preferred because while permitting portable signs, there are limits of one per tenant space with a maximum height of four feet and six square feet in area. Morton Grove also requires that the signs shall be maintained and are permitted to be displayed only during the hours that the tenant space is open for business. The Plan Commission continued the matter to their May 1, 2013 meeting directing staff to provide pictures of portable sign types.

At the May 1 meeting, the Plan Commission reviewed photographs of different portable signs, more specifically A-frame and sandwich board, used in Lincolnwood. Staff compared the preferred Morton Grove ordinance with signs in-place in Lincolnwood and concluded that each of the examples shown to the Plan Commission would not comply with the Morton Grove regulations. Staff identified that the majority of the portable signs in use within Lincolnwood would not comply due to their location within the public right-of-way. One of the signs located on private property exceeded the maximum height and sign area as permitted in Morton Grove. At this meeting, the Plan Commission unanimously concluded that portable signs should not be permitted in the public right-of-way and that the Morton Grove regulations are generally appropriate for Lincolnwood. The hearing was continued to provide staff an opportunity to prepare the requisite text amendment language consistent with the Morton Grove language and the direction provided by the Plan Commission.

At the June 5 meeting, the Plan Commission reviewed the proposed language as presented by staff using the Morton Grove ordinance as a model. The Plan Commission generally concurred with the staff prepared language with only minor changes. As proposed one portable sign per business space would be allowed. Such signs would be limited to display only during business hours and cannot exceed four feet in height and six square feet in area. Portable signs would be permitted only on private property and must be professionally printed or changeable copy board.

Additionally, to accommodate and clarify the Sign Chapter regulation of portable signs, changes to the following sections are also proposed: 1) Section 11.04 Permitted Signs – Special Event/Grand Opening Signs; and 2) Section 11.06 Prohibited Signs.

The Plan Commission considered whether portable signs should require a permit. Upon reflection, the Plan Commission concluded that permits should not be required for portable signs and concurred that the proposed regulations for portable signs should be moved to the Exempt Signs section of the Sign Chapter. As a result, the Plan Commission is recommending that portable signs not require permits.

In addition to comments by staff, Craig Klatzco, resident and business owner was present to testify at the May 1, 2013 Plan Commission meeting. Mr. Klatzco did not specifically opine on the text amendment however provided comments relative to standard size and height of the portable signs. No other testimony was received by the Plan Commission on this matter.

Recommendation

The Plan Commission concluded that portable signs should be permitted in the Village subject to certain restrictions. Accordingly, by a vote of 5-0, the Plan Commission recommends text amendments to Section 11.04(8), Section 11.05, and Section 11.06(1) in order to modify the Sign Chapter of the Zoning Code to permit portable signs on private property subject to certain restrictions. As part of their recommendation, the Plan Commission forwards for consideration that the enforcement of the new restrictions begin January 1, 2014. The Plan Commission was desirous of notifying the business community of the new regulation in order to provide additional time for compliance.

The Plan Commission recommends the new regulations for Portable Signs to be incorporated into the Exempt Signs Section. Below is the Plan Commission recommended language:

"Exempt Signs Section 11.05

(24) Portable/A-frame/Sandwich Board Signs: *Defined as any movable sign, such as a sandwich board, not permanently attached to the ground or a building and easily removable using ordinary hand tools. Such signs are permitted on private property only subject to the following:*

- **i.** *Limited to one (1) for each frontage of a business space;*
- **ii.** *Maximum four feet (4') in height;*
- **iii.** *Limited to six (6) square feet per sign face;*
- **iv.** *Not allowed in sight-triangle;*
- **v.** *Signs must be professionally printed or changeable copy board. Hand-written signs are prohibited;*
- **vi.** *Signs shall be free of dents and other damage, shall be maintained in like-new appearance;*
- **vii.** *Signs shall only be displayed during the hours that the business space is open for business;*
- **viii.** *Signs shall be weighted or anchored to not tip over."*

The Plan Commission also recommends two companion amendments in order to ensure consistency throughout the Sign Chapter relative to the regulation of Portable Signs. The first companion amendment is to the Permitted Signs section; more specifically the Special Event/Grand Opening Signs section. These types of signs are limited in use to a total of two nonconsecutive events per year with each event limited to a period of 15 days. With the recommended new regulations for Portable Signs the references to A-frame and portable signs in the Special Event/Grand Opening Signs section should be eliminated. The Plan Commission also recommends clarifying the section to include that Special Event/Grand Opening Signs are permitted on private property only.

"Permitted Signs Section 11.04

(8) Special Event/Grand Opening Signs: The following temporary, special event signs shall be permitted **on private property only** for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

- ~~**i.** Portable signs;~~
- **ii.** Pennant/streamer signs;
- **iii.** Temporary banner signs;
- ~~**iv.** A-frame signs; and~~
- **v.** Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer."

Finally, the Plan Commission identified that the reference to A-frame, sandwich board and other signs within the Prohibited Signs section should be eliminated.

"Prohibited Signs Section 11.06

~~**(1)** A-frame, sandwich board and other signs on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs."~~

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Recommended Text Amendment Language; Section 11.04(8), New Section 11.05(24), and Section 11.06(1)
2. Plan Commission Minutes
    a. Excerpt from June 5, 2013 Minutes
    b. Excerpt from May 1, 2013 Minutes
    c. Excerpt from March 6, 2013 Minutes
    d. Excerpt from February 6, 2013 Minutes
    e. Excerpt from January 9, 2013 Minutes
3. Plan Commission Packet – June 5, 2013
    a. Staff Summary
    b. Sandwich Board/A-frame Sign Regulations of Nearby Communities
    c. Staff Prepared Proposed Text Amendment to Section 11.04(8)
    d. Staff Prepared Proposed Text Amendment, New Section 11.04(9)
    e. Proposed Text Amendment to Section 11.06(1)
4. Plan Commission Packet – May 1, 2013
    a. A-frame and Sandwich Board Sign Examples
    b. Sandwich Board/A-frame Sign Regulations of Nearby Communities
    c. Sections 11.04(8) and 11.06(1) of the Zoning Code
5. Plan Commission Packet – March 6, 2013
    a. Sandwich Board/A-frame Sign Regulations of Nearby Communities
    b. Sections 11.04(8) and 11.06(1) of the Zoning Code

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission to amend the Sign Chapter of the Zoning Code to permit portable signs subject to certain restrictions and direct the Village Attorney to prepare the requisite Ordinance for approval.

in Subsection 11.04(2) of this Article. Signable wall area for canopy signs shall not extend beyond the canopy face on which the sign is located. A canopy sign mounted on a canopy face shall not extend above or below the canopy face.

ii. Underside Canopy Signs: An additional canopy sign may be mounted on the underside of a canopy, perpendicular to the building wall, provided that no more than one underside canopy sign is installed per business establishment. The area of an underside canopy sign shall not exceed four (4) square feet.

iii. Clearance: A clearance of eight feet (8') shall be maintained from finished grade to the lowest point of any canopy sign.

iv. Extension and Projection: A canopy sign mounted on a canopy face shall not extend above or below the canopy face nor shall it project more than fifteen inches (15") beyond the canopy face.

(5) Awning Signs: Individual letters, words or symbols may be affixed or applied to any awning surface, provided that the area of the awning sign does not exceed fifteen percent (15%) of the exterior surface area of the awning.

(6) Permanent Window Signs: Permanent window signs may be affixed or applied to window glass, provided that the area of permanent window signs does not exceed twenty percent (20%) of the window surface area. A maximum of four (4) permanent window signs per business establishment may be illuminated.

(7) Changeable Copy Signs: Changeable copy signs are permitted only as an integral part of a monument sign, provide that the changeable copy area is no larger than twenty five percent (25%) of the entire sign face. Illuminated changeable copy signs shall comply with the requirements for internally lit signs, inhibiting light transmission. Only gasoline price signs accessory to gasoline service stations will be permitted to have manual or electronic changeable copy, which signs shall be maintained to show current gasoline prices at all times.

(8) Special Event/Grand Opening Signs: The following temporary, special event signs shall be permitted **on private property only** for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

~~**i.** Portable signs;~~
ii. Pennant/streamer signs;
iii. Temporary banner signs;
~~**iv.** A-frame signs; and~~
v. Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.

(18) Building Identification and Historical Markers: Signs constructed of metal or masonry which are permanently affixed to buildings or structures for the purpose of identifying the building name, erection date or other historical information.

(19) Temporary Window Signs: In business establishments, temporary window signs which announce a specific sale or product price and which are posted for not longer than thirty (30) days, provided the total area of permanent and temporary window signs occupies no more than twenty percent (20%) of the window surface area.

(20) Noncommercial Opinion Signs: In addition to all other signs permitted under this Article, each privately-owned lot may contain one noncommercial opinion sign for each street frontage. Such signs may be placed only upon approval of the property owner, may not exceed six (6) square feet in area or four feet (4') in height, may not be located closer than seven feet (7') to the public right-of-way and must be at least five feet (5') from any property line.

(21) Garage Sale Signs: Signs advising of a permitted garage sale so long as the signage conforms with the signage requirements of Chapter 9, Article 13 of the Village Code.

(22) Signs on Vehicles Marked For Sale: No more than two signs advising that a parked motor vehicle, boat, trailer, or recreational vehicle is for sale, so long as: (a) each sign is no larger than two square feet in sign area; (b) the motor vehicle, boat, trailer, or recreational vehicles is not parked upon any street within the Village for the purpose of displaying it for sale; and (c) the display conforms with the requirements of Section 7-2-18 et seq. of the Village Code.

(23) Transit Shelter Signs: Transit shelter signs may be displayed without permit, but only in accordance with the following:

i. The sign area of each transit shelter sign shall not exceed 24 square feet;

ii. No transit shelter sign shall extend beyond the side of the structure to which the sign is mounted;

iii. No transit shelter sign shall be installed in a Residential District of the Village, except signs displaying: (a) transit service information; or (b) public service information provided by the Village; and

iv. No transit shelter sign shall be installed on any shelter for which the Board of Trustees has not adopted a resolution approving the installation of signs thereon, which resolution shall not be adopted except upon the submission by the applicant of evidence that the owner of the property on which the shelter is or will be located has authorized the placement of the shelter and the installation of signs thereon.

(Ordinance No.2011-2937)

(24) ***Portable/A-frame/Sandwich Board Signs:*** *Defined as any movable sign, such as a sandwich board, not permanently attached to the ground or a building and easily removable*

using ordinary hand tools. Such signs are permitted on private property only subject to the following:

vi. *Limited to one (1) for each frontage of a business space;*
vii. *Maximum four feet (4') in height;*
viii. *Limited to six (6) square feet per sign face;*
ix. *Not allowed in sight-triangle.*
x. *Signs must be professionally printed or changeable copy board. Hand-written signs are prohibited;*
xi. *Signs shall be free of dents and other damage, shall be maintained in like new appearance;*
xii. *Signs shall only be displayed during the hours that the business space is open for business;*
xiii. *Signs shall be weighted or anchored to not tip over.*

11.06: PROHIBITED SIGNS

The following sign types are specifically prohibited in all locations within the Village:

~~**(1)** A-frame, sandwich board and other signs on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs.~~

(2) Abandoned signs.

(3) Advertising vehicles.

(4) Off premises advertising signs, except transit shelter signs installed pursuant to Section 11.05(23) of this Article. (Ordinance No. 2011-2937)

(5) Animated signs.

(6) Bench signs.

(7) Billboards.

(8) Flashing signs.

(9) Light pole signs.

(10) Painted wall signs.

(11) Portable signs, except special event signs.

(12) Projecting signs.

(13) Signs, which:

i. Bear or contain statements, words, pictures or symbols which are unlawful;

ii. Are attached to any fence or freestanding wall;

iii. Have visible moving parts, or give the illusion of motion, except for those electronic message signs;

iv. Emit audible sound, odor or visible matter;

v. Purport to be, or resemble an official traffic sign or signal, or which bear the words "stop", "go slow", "caution", "danger", "warning" or similar words;

vi. By reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal or device, or the light of any emergency or road equipment vehicle, or which hide from view any traffic or street sign or signal or device; or

vii. Are located within the public right-of-way, except (a) governmental signs; (b) transit shelter signs installed pursuant to Section 11.05(23) of this Article; and (c) those signs conforming to the requirements of Chapter 9, Article 13 of the Village Code.

(Ordinance No.2011-2937 and 2011-2979)

(14) Signs consisting of a string, cluster or series of lights, with the exception of "holiday decorations".

(15) Signs on exterior doors, except: (a) signs displaying door operating instructions; (b) government required signs; and (c) signs displaying hours of operation.

(16) Roof signs.

(17) Inflatable signs.

(18) Electronic message signs.

(19) Any other sign that is not expressly permitted by this Article.

11.07: GENERAL REGULATIONS

All signs and sign structures shall comply with the following regulations:

(1) Compliance with General Regulations: No sign shall be erected or maintained in violation of any applicable ordinance of the Village, including, without limitation: the structural load and wind load standards set forth in the Building Code.

been working with Sign Contractors for their point of view. Staff can also put together research on how other communities handle this. The Sign Chapter also needs to be cleaned up.

Commissioner Sampen made a motion to continue to the August 7, 2013 Plan Commission Meeting to allow Staff to put together a formal packet. Seconded by Commissioner Goldfein. Motion carried 5-0.

IV. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment
(Continued from May 1, 2013, March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs

Chairman Eisterhold noted that the Marathon Gas Station on Cicero and Pratt had new A-frame signs in the parkway this past weekend. The signs were too small to read what they said, but did capture his attention.

Development Manager Cook explained the three sections that are effected by Staff language. Amendment to Section 11.04(8) regarding Special Event/Grant Opening Signs, this section has been modified to clarify such signs are permitted on private property only. This section has also been amended to eliminate references to portable signs and A-frame signs as a new section will be added that will regulate these types of signs. A new section 11.04(9) Portable/A-frame/Sandwich Board Signs: This is the new section containing the regulations that are proposed passed on the Morton Grove model. This new section has been added to the "Permitted on premises signs" section. All signs within this section require sign permits. Lastly, the deleted section 11.06(1) eliminate reference within "Prohibited Signs" section as A-frame/sandwich board signs are not prohibited. Staff believes this section can be eliminated as A-frame/sandwich board signs located within the public right-of-way are prohibited. This is the section that staff would use to regulate the improper placement of a portable/A-frame/sandwich board within the right-of-way.

Commissioner Sampen suggested that within 11.04(9) allowed signs to change i. and vii. to read limited to one (1) for each frontage of a ~~tenant~~ business space, and that signs shall only be displayed during the hours that the t~~enant~~ business space is open for business.

Development Manager Cook indicated that in an effort to clean up this section regarding A-frame signs the signs in place today likely to not comply, but enforcement has not started because the ambiguity of the Sign Chapter to find compliance.

The Plan Commission struggled with requiring a permit for A-frame signs. Discussion ensued.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion was made by Commissioner Fishman to recommend the Text Amendment to the three codes relative to A-frame/Portable/Sandwich Board Signs as written by Staff with the exception to changes as follows; proposed 11.04(9) –i. and vii. change tenant to business, 11.04(9) moved to under exempt signs in 11.05(24) , and that the suggestion of the enforcement of these new provisions will not take place until January 1, 2014. Seconded by Commissioner Goldfein. Motion approved 5-0 Aye.

V. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment**
(Continued from May 1, 2013, March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Notice Requirements for Public Hearings

Development Manager Cook explained last meeting this was continued due to a 2-2 vote. Discussion ensued.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none.

Motion to remove and eliminate 5.20 (1)e the Zoning Officer discretionary rule and keep the 250 feet mailing requirement. Seconded by Commissioner Yohanna. Vote 3-1-1 Commissioner Sampen voted No, Commissioner Goldfein Abstained.

VI. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout (*Continued from May 1, 2013, March 6, 2013 & February 6, 2013)*

Development Manager Cook indicated to the Commission that Trustee Cope had some concerns relative to this definition Text Amendment. Would like to continue this meeting to allow him to be present.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to August 7, 2013 made by Commissioner Yohanna and Seconded by Commissioner Goldfein. Motion approved 5-0.

VII. PUBLIC HEARING: Accessory Structures – Zoning Code Text Amendment
Request: Text Amendment to Permitted Obstructions in Required Yards Section to consider Modifying Regulations Including but Not Limited to Open Balconies, Porches, and Open Patios or Terraces (*Continued from May 1, 2013, March 6, 2013 & February 6, 2013*)

Development Manager Cook indicated there are three various obstructions are permitted. However a review is necessary at this time. Within those three we should discuss open patios. Currently, a resident is interested it he outcome of this discussion. The Zoning Ordinance has unclear language when discussing open patios when it pertains to the size of patios. Open patios are permitted as follows: Open patios or terraces in a residential

Chairman Eisterhold noted to the public and petitioners that his daughter used to babysit for the owner of Trim-Tex and purchased girl scout cookies from the family. If anyone had an issue with this please come forward. No one in audience indicated any issue.

Chairman Eisterhold indicated two petitioners are present and swore them in. Mr. Leo Burzik with Trim-Tex and Mr. Marek Krzyzanowski with Double "M" Chamberlin Masse, Engineer for property.

Development Manager Cook indicated that this request is for parcel consolidation and if it could be done in one meeting, rather than two public hearings. Lincolnwood Properties Trust seeks under Section 16-4-3 of the Subdivision Code for the elimination of preliminary review of a Major Subdivision. If the elimination of preliminary review is granted, the Plat of Consolidation will be reviewed at a future regularly scheduled meeting of the Plan Commission in accordance with all notice requirements. There are eleven underlying parcels which the property owner seeks to consolidate into one lot of record. No improvements are proposed with this consolidation request.

Commissioner Auerbach and Goldfein both indicated that this makes sense to approve and to consolidate.

Chairman Eisterhold asked if anyone in the audience wanted to speak on the matter. There was none.

Petitioner Mr. Burzik thanked the Commission for time and consideration on the matter. We are bombarded with a lot of paper work because of all the parcels, but this was an existing problem and want to clean it up.

Commissioner Auerbach made a motion to allow the petitioner to proceed with Final Plat of Consolidation and combine Final Plat of Subdivision. Seconded by Commissioner Goldfein. Motion carried 4-0.

IV. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment
(Continued from March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs

Development Manager Cook stated at the March 6, 2013 meeting the Commission indicated to Staff that they liked the Morton Grove Sign Ordinance, and wanted to mirror that. Staff needs clarification on how to regulate these signs. Staff took photos of signs that are in existence, and explained that none of them would be in compliance with the Morton Grove Ordinance.

Commissioner Auerbach stated that it seems these examples are in line with pedestrians. However, signs should not be in the public right-of-way.

Commissioner Goldfein indicated that all signs should be professionally done, and six square feet should be a good standard. Lincolnwood does not have enough pedestrian traffic for these signs, most are for vehicle traffic. Mr. Cook agreed, it is appropriate to make a standard.

Commissioner Sampen disagreed. Want to permit these signs on private property and at the discretion of the property owner. Do not see an issue with also having these signs on public property, and allowed at any time.

Commissioner Goldfein stated that if allowed in public right-of-way would cause too much clutter, and could be a safety concern. Commissioner Auerbach agreed, having these signs on private property only, would do a world of good.

Roll call was taken for signage allowed on Public Property. 4-0 Aye. Strictly on Private Property Only.

Commissioner Auerbach indicated that sandwich board and a-frame signs should be treated the same, and have one set of regulations for both types. Commission was in agreement. The signs should have a maximum of four feet high for overall sign height, from the grade to the top of the sign. The signs should not be greater than six square feet in sign area.

Commissioner Goldfein would like for Staff to measure examples and give specific dimensions to the Commission at next meeting.

Chairman Eisterhold opened the public hearing for comment. Craig Klatzko – Lincolnwood resident and business owner indicated to the Commission that the standard sandwich board size is typically 22 x 28 or 24 x 36, both of which would comply with the new standard.

Chairman Eisterhold also wanted the Sign Ordinance to indicate all signs must be well maintained and cannot be weathered. Commissioner Goldfein added that these signs should be brought in when the business is closed. Commissioner Sampen stated that if this is a public safety issue, the signs should be brought in.

Development Manager Cook explained that Article XI Section 11.06(1) would be eliminated completely from the sign code. Provided clarification in Staff Summary 11.04.(8) on private property. If the Village adopts the Morton Grove example 11.04 and 11.05 increase sign types and exempt signage.

Commissioner Auerbach indicated that one sign per street face would be a sufficient number of signs. Commissioner Goldfein added that white board signs are not allowed, must be printed. Changeable copy boards are also allowed. The Commission can recommend this change for all new signs and recommend to not enforce new regulations to a date certain.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to June 5, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

V. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment**
(Continued from March 6, 2013, February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Notice Requirements for Public Hearings

Development Manager Cook explained to the Commission that Staff had checked with surrounding communities and most are in line with our standard of 250 feet. Staff also consulted with Village Attorney's regarding any legal concerns or liability issues with the existing notification requirements. Village Attorney indicated there will be no liability for the Village from applicants or from neighbors in the event greater notification is required for various zoning application. Staff continues to have concerns with the discretionary nature of the notice requirements and recommends an amendment to either eliminate the discretionary notice or, clarify when additional notice is required.

Commissioner Goldfein stated that Commissioner s Yohanna and Jakubowski did not see an issue with this notice requirement for public hearings.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to keep the language the way it is in the Ordinance made by Commissioner Sampen and Seconded by Commissioner Goldfein. Vote 2-2 - Commissioners Sampen and Goldfein Yes, Commissioners Auerbach and Eisterhold Nay. Plan Commission rescinded Motion 4-0, and Motion to Continue to June 5, 2013 4-0.

VI. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses (*Continued from March 6, 2013 & February 6, 2013*)
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to July 10, 2013 made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 4-0 Aye.

VII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout (*Continued from March 6, 2013 & February 6, 2013)*

Commissioner Goldfein noted some grammatical changes to the language of the proposed text amendment. Strike from the definition, that may include, but not limited to: and insert In Addition, the required high quality materials from the following list.

Commissioner Jakubowski joined the meeting.

Chairman Eisterhold asked if anyone in the audience wanted to speak on the matter. There was none. Commissioner Sampen made a motion to approve the proposal and amendments. Seconded by Commissioner Auerbach. Motion carried 5-0.

IV. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment
(Continued from February6, 2012 & January 9, 2013)
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs

Development Manager Cook indicated to the Commission that Staff receives many inquiries about these signs. The text states that they are prohibited, but then again it states they are allowed, but prohibited in the Village right-of-way. Staff has shared this issue with Chairman Malkin of the Zoning Board of Appeals. The goal is to control signage, the number of signs, the location of signs, and the size and color. Need to regulate to allow for appropriate uses.

Chairman Eisterhold briefly went through other communities sign allowances. These signs do need to be regulated because all other signs are regulated. The impression is that businesses will abide by the code. Need to be positive in how we affect businesses. Want to accommodate businesses, but do not want to add clutter to the streetscape. Need to make sure that these signs are maintained properly and the general appearance needs to be up kept. Feel more comfortable if the signs are only allowed on private property.

Commissioner Jakubowski noted that he likes the way the Morton Grove ordinance is written for temporary signage. Although, only when the business is open should the signs be allowed outside.

Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to May 1, 2013 to incorporate Morton Grove's ordinance into our Staff Report made by Commissioner Jakubowski and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

V. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment**
(Continued from February 6, 2013 & January 9, 2013)
Request: Text Amendment to Review Notice Requirements for Public Hearings

Development Manager Cook explained to the Commission that the suggestive nature of the notice requirements is difficult to know and understand when to enact the additional notification allowance. There is a legal concern that when determination for one and not

VIII. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment ***(Continued from January 9, 2013)***
Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

IX. PUBLIC HEARING: **Notice Requirements – Zoning Code Text Amendment** ***(Continued from January 9, 2013)***
Request: Text Amendment to Review Notice Requirements for Public Hearings
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

X. PUBLIC HEARING: Definitions – Zoning Code Text Amendment ***(Continued from January 9, 2013)***
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not Limited to "Floor Area, Gross; Lot Coverage, and Development Site.
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XI. PUBLIC HEARING: Health Club or Private Recreation and Firearms Shooting Ranges – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Limited to Health Club or Private Recreation and Firearms Shooting Ranges as a Special Use in M-B District Subject to Certain Restrictions, and the Addition or Modification of Off-Street Parking Requirements for Firearms Shooting Ranges, Commercial Recreation Facility, or Other Similar Uses
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XII. PUBLIC HEARING: Definitions – Zoning Code Text Amendment
Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not limited to Banquet Facility, Banquet Hall, Façade, Fence or Semi Private Fence, Restaurant and Restaurants, Fast-Food or Carryout
Chairman Eisterhold asked if there was anyone in the audience who wanted to comment. There was none. Motion to continue to March 6, 2013 made by Commissioner Yohanna and Seconded by Commissioner Auerbach. Motion approved 5-0 Aye.

XI. PUBLIC HEARING: Sign Requirements – Zoning Code Text Amendment Request: Text Amendment to Review Requirements for A-Frame, Sandwich Board, and Similar Signs

Chairman Eisterhold asked Staff to have other Communities regulations submitted relative to these type of sign regulations. Asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Goldfein motioned to continue to February 6, 2013 and Seconded by Commissioner Sampen. Motion approved 4-0 Aye.

XII. PUBLIC HEARING: Notice Requirements- Zoning Code Text Amendment Request: Text Amendment to Review Notice Requirements for Public Hearings

Chairman Eisterhold asked Staff to have other Communities regulations submitted relative to public hearing requirements. Asked if anyone in the audience wanted to speak on this matter. There was none. Commissioner Sampen motioned to continue to February 6, 2013 and Seconded by Commissioner Touras. Motion approved 4-0 Aye.

XIII. PUBLIC HEARING: **Definitions – Zoning Code Text Amendment Request: Text Amendment to Definition Section to consider Modifying and Adding Certain Definitions Including but Not Limited to "Floor Area Gross; Lot Coverage, and Development Site"**

Chairman Eisterhold questioned if anyone in the audience wanted to comment on this matter. There was none. Motion to continue to February 6, 2013 made by Commissioner Goldfein and Seconded by Commissioner Touras. Motion approved 4-0 Aye.

XIV. OTHER BUSINESS:
Public Hearing Procedures will discuss at a future meeting.
On January 23, 2013 there will be a workshop to discuss the Purple Hotel Site.

XV. PUBLIC COMMENT: None.

XVI. ADOURNMENT:
The next Plan Commission meeting is a scheduled workshop for January 23, 2013 at 7:00 PM. The next Plan Commission public hearing will be held on February 6, 2013. Hearing no further business, Motion to adjourn made by Commissioner Goldfein. Seconded by Commissioner Touras. Motion approved unanimously 4-0. Meeting adjourned at 9:45 PM.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator

Agenda Item #5

Staff Report
Plan Commission
June 5, 2013
Continued from May 1, 2013, March 6, 2013, February 6, 2013 and January 9, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Requested action is applicable to the B1, B2, B3, O and MB District.

Requested Action: Text amendment to clarify regulations of A-frame and sandwich board signs as regulated by Article XI Section 11.06(1) and Section 11.04(8).

Nature of Request: Consideration of the requirements for A-frame and sandwich board signs.

Petitioner: Village Board

Summary

At the May 1, 2013 meeting, the Plan Commission provided direction to staff on the desired regulations for Portable/A-frame/Sandwich Board signs. Staff has prepared text amendments based on the direction provided. Generally, the Plan Commission concurred with Morton Grove's regulations and accordingly, the proposed amendments are developed based on those standards.

Attached are proposed amendments to three sections of the Zoning Code that staff recommends based on the Plan Commission direction.

- Amendment to Section 11.04(8) regarding Special Event/Grand Opening Signs: Section has been modified to clarify that such signs are permitted on private property only. This section has also been amended to eliminate references to portable signs and A-frame signs as a new section will be added that will regulate these types of signs.
- New Section 11.04(9) Portable/A-frame/Sandwich Board Signs: This is the new section containing the regulations that are proposed passed on the Morton Grove model. This new section has been added to the "Permitted on premises signs" section. All signs within this section require sign permits.
- Deleted Section 11.06(1): Eliminated reference within "Prohibited Signs" section as A-frame/sandwich board signs are not prohibited. Staff believes that this section can be eliminated as A-frame/sandwich board signs located within the public right-of-way are prohibited the same as most all signs. The highlighted section (Section 11.06(13)vii) identifies that signs located within the public right-of-way are prohibited. This is the section that staff would use to regulate the improper placement of a portable/A-frame/sandwich board within the right-of-way.

Conclusion

Staff is seeking review of the proposed text amendments for purposes of making a recommendation to the Village Board. The text amendment consideration is intended to clarify the Village's regulation of portable signs.

Attachments:

1. Sandwich Board/A-Frame Sign Regulations of Nearby Communities
2. Proposed Text Amendment to Section 11.04(8)
3. Proposed Text Amendment, New Section 11.04(9)
4. Proposed Text Amendment to 11.06(1)

Sandwich Signs/A-Frame Signs Regulations					
	Definition	Allowed	Significant Regulations	Location	Duration
Lincolnwood	A-frame, sandwich board and other signs which are placed on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs.	???		Not allowed on public ROW	
Skokie	A-frame sign. A freestanding sign constructed of two ridged sheets of material that are hinged on top that is used to display the name of the business, information concerning the services or products provided by the business and the cost of the same.	Yes			
Morton Grove	PORTABLE SIGN. Any movable sign, such as a sandwich board, not permanently attached to the ground or a building and easily removable using ordinary hand tools.	Yes w/ Restrictions	One (1) portable sign such as a sandwich board sign not exceeding four feet (4') in height and six (6) square feet per sign face shall be allowed for each frontage of a tenant space in the C1, C2 and CR districts. Such signs shall only be displayed during the hours that the tenant space is open for business. Such signs shall be free of dents and other damage, shall be maintained in like new appearance, shall be weighted or anchored to not tip over, and shall not impede pedestrian circulation or traffic flow.	Not allowed in visual line of sight pedestrians or traffic or Public ROW	At will of Village Administrator
Glenview	None	No	Portable Signs: Generally prohibited and specifically prohibited for auto uses.		
Evanston	Portable Sign: Any sign not permanently affixed to the ground, a building, or other structure, which may be moved, or is intended to be moved, from place to place.	Yes w/ Restrictions	No more than two per premise.		
Wilmette	N/A			No Signs Permitted in ROW	
Park Ridge	N/A	Yes w/ Restrictions	A-frame signs, also known as "sandwich boards," used to advertise a business, its products or its services may be displayed by a retail establishment in a commercial district between the hours of 9:00 a.m. to 9:00 p.m. Only one such sign, not exceeding twenty-four (24) square feet (12' per side) in size shall be permitted for each establishment. The sign may not be placed on roadways and must be placed in such a manner as to not obstruct pedestrian traffic and may only be placed along the actual frontage of the establishment. The sign may be placed on public property as long as a Certificate of Insurance, in an amount determined by the City, is provided to the City prior to displaying the sign. A-frame signs are otherwise prohibited.	No Signs Permitted in ROW	9AM-9PM
Niles	A-board sign means a temporary two-sided sign usually in the form of an "A", also known as a sandwich board sign. Sandwich board sign. See A-board sign.	Yes w/ Restrictions			
Des Plaines	None	Yes w/ Restrictions	A-Frame Signs likely fall under: Temporary Signs - No more than 1 sign may be erected at one location at any given time and no more than 4 signs may be erected at one location over the course on any calendar year. No temporary sign shall exceed 64 feet.		
Winnetka	"Portable sign" means any sign designed to be moved easily and not permanently attached to a building, structure or the ground, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu board and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operation of the business. (Winnetka Sign Code)	Yes w/ Restrictions	Portable Menu Signs are permitted with restrictions for restaurant uses. One Per Business.	Allowed on public sidewalks but not more than 2 feet from the face of the building	Only during business hours Only permitted May 1-November 30

in Subsection 11.04(2) of this Article. Signable wall area for canopy signs shall not extend beyond the canopy face on which the sign is located. A canopy sign mounted on a canopy face shall not extend above or below the canopy face.

ii. **Underside Canopy Signs:** An additional canopy sign may be mounted on the underside of a canopy, perpendicular to the building wall, provided that no more than one underside canopy sign is installed per business establishment. The area of an underside canopy sign shall not exceed four (4) square feet.

iii. **Clearance:** A clearance of eight feet (8') shall be maintained from finished grade to the lowest point of any canopy sign.

iv. **Extension and Projection:** A canopy sign mounted on a canopy face shall not extend above or below the canopy face nor shall it project more than fifteen inches (15") beyond the canopy face.

(5) Awning Signs: Individual letters, words or symbols may be affixed or applied to any awning surface, provided that the area of the awning sign does not exceed fifteen percent (15%) of the exterior surface area of the awning.

(6) Permanent Window Signs: Permanent window signs may be affixed or applied to window glass, provided that the area of permanent window signs does not exceed twenty percent (20%) of the window surface area. A maximum of four (4) permanent window signs per business establishment may be illuminated.

(7) Changeable Copy Signs: Changeable copy signs are permitted only as an integral part of a monument sign, provide that the changeable copy area is no larger than twenty five percent (25%) of the entire sign face. Illuminated changeable copy signs shall comply with the requirements for internally lit signs, inhibiting light transmission. Only gasoline price signs accessory to gasoline service stations will be permitted to have manual or electronic changeable copy, which signs shall be maintained to show current gasoline prices at all times.

(8) Special Event/Grand Opening Signs: The following temporary, special event signs shall be permitted **on private property only** for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

~~i. Portable signs;~~
ii. Pennant/streamer signs;
iii. Temporary banner signs;
~~iv. A-frame signs; and~~
v. Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.

(9) ***Portable/A-frame/Sandwich Board Signs:*** *Defined as any movable sign, such as a sandwich board, not permanently attached to the ground or a building and easily removable using ordinary hand tools. Such signs are permitted on private property only subject to the following:*

- **i.** *Limited to one (1) for each frontage of a tenant space;*
- **ii.** *Maximum four feet (4') in height;*
- **iii.** *Limited to six (6) square feet per sign face;*
- **iv.** *Not allowed in sight-triangle.*
- **v.** *Signs must be professionally printed or changeable copy board. Hand-written signs are prohibited;*
- **vi.** *Signs shall be free of dents and other damage, shall be maintained in like new appearance;*
- **vii.** *Signs shall only be displayed during the hours that the tenant space is open for business;*
- **viii.** *Signs shall be weighted or anchored to not tip over.*

11.05: EXEMPT SIGNS

The following signs, while subject to any other Village ordinance which may apply, are exempt from the permit requirements set forth in this Article.

(1) **Construction Signs:** One nonilluminated single faced temporary sign per construction site shall be permitted not exceeding twelve (12) square feet of sign area in residential zoning districts or sixty four (64) square feet in business or manufacturing districts, provided that such signs shall be erected no more than five (5) days prior to the beginning of construction for which a valid building permit has been issued, shall be confined to the site of construction, and shall be removed not more than five (5) days after completion of construction or issuance of a certificate of occupancy, whichever occurs first.

(2) **Directional or Instructional Signs:** Signs required to provide direction or instruction located entirely on the property to which they pertain and not exceeding five and a half (5.5) square feet. Examples include signs identifying restrooms, public telephones, walkways and those areas of similar nature.

(3) **Flags:** Flags may be displayed without a sign permit, in accordance with the following:

- **i.** Flags are located in such a manner that:
  - **1.** In residential districts. no flag shall be located closer than five feet (5') to any property line;
  - **2.** In business and manufacturing districts, flags shall not be closer than ten feet (10') to any property line; and
  - **3.** In no event shall a flag be placed so as to obstruct pedestrian or vehicular traffic or visibility or otherwise endanger the public safety.

11.06: PROHIBITED SIGNS

The following sign types are specifically prohibited in all locations within the Village:

(1) ~~A-frame, sandwich board and other signs on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs.~~

(2) Abandoned signs.

(3) Advertising vehicles.

(4) Off premises advertising signs, except transit shelter signs installed pursuant to Section 11.05(23) of this Article. (Ordinance No. 2011-2937)

(5) Animated signs.

(6) Bench signs.

(7) Billboards.

(8) Flashing signs.

(9) Light pole signs.

(10) Painted wall signs.

(11) Portable signs, except special event signs.

(12) Projecting signs.

(13) Signs, which:

i. Bear or contain statements, words, pictures or symbols which are unlawful;

ii. Are attached to any fence or freestanding wall;

iii. Have visible moving parts, or give the illusion of motion, except for those electronic message signs;

iv. Emit audible sound, odor or visible matter;

v. Purport to be, or resemble an official traffic sign or signal, or which bear the words "stop", "go slow", "caution", "danger", "warning" or similar words;

vi. By reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal or device, or the light

of any emergency or road equipment vehicle, or which hide from view any traffic or street sign or signal or device; or

vii. Are located within the public right-of-way, except (a) governmental signs; (b) transit shelter signs installed pursuant to Section 11.05(23) of this Article; and (c) those signs conforming to the requirements of Chapter 9, Article 13 of the Village Code.

(Ordinance No.2011-2937 and 2011-2979)

(14) Signs consisting of a string, cluster or series of lights, with the exception of "holiday decorations".

(15) Signs on exterior doors, except: (a) signs displaying door operating instructions; (b) government required signs; and (c) signs displaying hours of operation.

(16) Roof signs.

(17) Inflatable signs.

(18) Electronic message signs.

(19) Any other sign that is not expressly permitted by this Article.

11.07: GENERAL REGULATIONS

All signs and sign structures shall comply with the following regulations:

(1) Compliance with General Regulations: No sign shall be erected or maintained in violation of any applicable ordinance of the Village, including, without limitation: the structural load and wind load standards set forth in the Building Code.

(2) Obstruction of Access/Egress: No sign shall be erected or maintained so as to prevent free ingress or egress from any door, window, or fire escape. No sign shall be attached to a standpipe or fire escape.

(3) Restriction to Premises: No signs, posts, bases or supporting structure of any kind for a sign shall be located beyond the property line of the premises on which the sign is erected.

(4) Obstruction of Traffic Signs/Signals: No sign shall be erected at or in the vicinity of the intersection of streets or driveways so as to obstruct free and clear vision of traffic, or of traffic signs and signals.

(5) Illumination onto Residential Districts: No illuminated freestanding sign may be located within seventy five feet (75') of any residential zoning district. The illumination of any sign shall be diffused or indirect and nonflashing. Internally lit signs shall be designed with light

Agenda Item #5

Staff Report
Plan Commission
May 1, 2013
Continued from March 6, 2013, February 6, 2013 and January 9, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Requested action is applicable to the B1, B2, B3, O and MB District.

Requested Action: Text amendment to clarify regulations of A-frame and sandwich board signs as regulated by Article XI Section 11.06(1) and Section 11.04(8).

Nature of Request: Consideration of the requirements for A-frame and sandwich board signs.

Petitioner: Village Board

Summary

At the March 6, 2013 meeting, the Plan Commission reviewed the research of other communities' standards for A-frame and sandwich board signs. These small temporary signs are regulated by the Lincolnwood Zoning Code however, the regulation lacks clarity. The Commission identified Morton Grove's regulations for "portable signs" as preferred and continued the public hearing. Below is the Morton Grove definition of portable sign and the regulation.

PORTABLE SIGN. Any movable sign, such as a sandwich board, not permanently attached to the ground or a building and easily removable using ordinary hand tools.

Standard:

> *One (1) portable sign such as a sandwich board sign not exceeding four feet (4') in height and six (6) square feet per sign face shall be allowed for each frontage of a tenant space in the C1, C2 and CR districts. Such signs shall only be displayed during the hours that the tenant space is open for business. Such signs shall be free of dents and other damage, shall be maintained in like new appearance, shall be weighted or anchored to not tip over, and shall not impede pedestrian circulation or traffic flow.*

If the standard used by Morton Grove is recommended staff suggests that the recommendation include specific language relative to the permitted location of these temporary signs (i.e.whether or not these should be permitted within the public right-of-way). Of the communities where staff could determine specific regulations, it appears that a consistent standard is to not permit A-Frame/Sandwich Board signs within the public right-of-way.

Examples within Lincolnwood
Attached is an incomplete inventory of A-frame/sandwich board signs in Lincolnwood. These are representative of size, location, and design of typical A-frame/sandwich board signs that are found within the community and elsewhere. Included on each page is staff's assessment on how the Morton Grove standards would apply to each sign. The most consistent non-compliance issue with the example signs is location within the public right-of-way.

Conclusion

Staff is seeking additional discussion and consideration of the Plan Commission preferred example language from Morton Grove relative to A-frame and sandwich board signs. Staff suggests the consideration should include discussion on the desired regulation of the particular sign type as well as discussion on the permitted locations (private property and/or public right-of-way).

As part of a motion, staff recommends that Section 11.04(8) be amended to provide clarification that special event/grand opening signs are permitted on private property only. The staff recommendation is below:

Section 11.04(8)
(8) Special Event/Grand Opening Signs: The following temporary, special event signs shall be permitted **on private property only** for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:
i. Portable signs;
ii. Pennant/streamer signs;
iii. Temporary banner signs;
iv. A-frame signs; and
v. Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.

Attachments:

1. A-frame and Sandwich Board Sign Examples
2. Sandwich Board/A-Frame Sign Regulations of Nearby Communities
3. Zoning Code Excerpt: Article XI Sections 11.04(8) and 11.06(1).

Nunoz Auto Repair Touhy & Lincoln Avenue



Status Under Morton Grove Code: *Does Not Comply* – Limited to One Sign, "Oil Change" Sign Appears Exceed 4' in Height and Maybe 6 SF in Sign Area

Animal Store – David's Square



Status Under Morton Grove Code: *Complies* – Does Not Appear to Impede Pedestrian Circulation

Touhy & Crawford Business Area



Status Under Morton Grove Code: *Does Not Comply* – In Public Right-Of-Way

Public Storage on Touhy Avenue



Status Under Morton Grove Code: *Does Not Comply* – In Public Right-Of-Way & Impeding Pedestrian Circulation (on sidewalk)

Fast Signs on Devon



Status Under Morton Grove Code: *Does Not Comply* – In Public Right-Of-Way

ii. **Underside Canopy Signs:** An additional canopy sign may be mounted on the underside of a canopy, perpendicular to the building wall, provided that no more than one underside canopy sign is installed per business establishment. The area of an underside canopy sign shall not exceed four (4) square feet.

iii. **Clearance:** A clearance of eight feet (8') shall be maintained from finished grade to the lowest point of any canopy sign.

iv. **Extension and Projection:** A canopy sign mounted on a canopy face shall not extend above or below the canopy face nor shall it project more than fifteen inches (15") beyond the canopy face.

(5) **Awning Signs:** Individual letters, words or symbols may be affixed or applied to any awning surface, provided that the area of the awning sign does not exceed fifteen percent (15%) of the exterior surface area of the awning.

(6) **Permanent Window Signs:** Permanent window signs may be affixed or applied to window glass, provided that the area of permanent window signs does not exceed twenty percent (20%) of the window surface area. A maximum of four (4) permanent window signs per business establishment may be illuminated.

(7) **Changeable Copy Signs:** Changeable copy signs are permitted only as an integral part of a monument sign, provide that the changeable copy area is no larger than twenty five percent (25%) of the entire sign face. Illuminated changeable copy signs shall comply with the requirements for internally lit signs, inhibiting light transmission. Only gasoline price signs accessory to gasoline service stations will be permitted to have manual or electronic changeable copy, which signs shall be maintained to show current gasoline prices at all times.

(8) **Special Event/Grand Opening Signs:** The following temporary, special event signs shall be permitted for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

i. Portable signs;
ii. Pennant/streamer signs;
iii. Temporary banner signs;
iv. A-frame signs; and
v. Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.

11.05: EXEMPT SIGNS

The following signs, while subject to any other Village ordinance which may apply, are exempt from the permit requirements set forth in this Article.

(1) **Construction Signs:** One nonilluminated single faced temporary sign per construction site shall be permitted not exceeding twelve (12) square feet of sign area in residential zoning districts or sixty four (64) square feet in business or manufacturing districts, provided that such signs shall be erected no more than five (5) days prior to the beginning of construction for which a valid

ii. No transit shelter sign shall extend beyond the side of the structure to which the sign is mounted;

iii. No transit shelter sign shall be installed in a Residential District of the Village, except signs displaying: (a) transit service information; or (b) public service information provided by the Village; and

iv. No transit shelter sign shall be installed on any shelter for which the Board of Trustees has not adopted a resolution approving the installation of signs thereon, which resolution shall not be adopted except upon the submission by the applicant of evidence that the owner of the property on which the shelter is or will be located has authorized the placement of the shelter and the installation of signs thereon.

(Ordinance No.2011-2937)

11.06: PROHIBITED SIGNS

The following sign types are specifically prohibited in all locations within the Village:

(1) A-frame, sandwich board and other signs which are placed on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs.

(2) Abandoned signs.

(3) Advertising vehicles.

(4) Off premises advertising signs, except transit shelter signs installed pursuant to Section 11.05(23) of this Article. (Ordinance No. 2011-2937)

(5) Animated signs.

(6) Bench signs.

(7) Billboards.

(8) Flashing signs.

(9) Light pole signs.

(10) Painted wall signs.

(11) Portable signs, except special event signs.

(12) Projecting signs.

(13) Signs, which:

i. Bear or contain statements, words, pictures or symbols which are unlawful;

ii. Are attached to any fence or freestanding wall;

Sandwich Signs/A-Frame Signs Regulations					
	Definition	Allowed	Significant Regulations	Location	Duration
Lincolnwood	A-frame, sandwich board and other signs which are placed on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs.	???		Not allowed on public ROW	
Skokie	A-frame sign. A freestanding sign constructed of two ridged sheets of material that are hinged on top that is used to display the name of the business, information concerning the services or products provided by the business and the cost of the same.	Yes			
Morton Grove	PORTABLE SIGN. Any movable sign, such as a sandwich board, not permanently attached to the ground or a building and easily removable using ordinary hand tools.	Yes w/ Restrictions	One (1) portable sign such as a sandwich board sign not exceeding four feet (4') in height and six (6) square feet per sign face shall be allowed for each frontage of a tenant space in the C1, C2 and CR districts. Such signs shall only be displayed during the hours that the tenant space is open for business. Such signs shall be free of dents and other damage, shall be maintained in like new appearance, shall be weighted or anchored to not tip over, and shall not impede pedestrian circulation or traffic flow.	Not allowed in visual line of sight pedestrians or traffic or Public ROW	At will of Village Administrator
Glenview	None	No	Portable Signs: Generally prohibited and specifically prohibited for auto uses.		
Evanston	Portable Sign: Any sign not permanently affixed to the ground, a building, or other structure, which may be moved, or is intended to be moved, from place to place.	Yes w/ Restrictions	No more than two per premise.		
Wilmette	N/A			No Signs Permitted in ROW	
Park Ridge	N/A	Yes w/ Restrictions	A-frame signs, also known as "sandwich boards," used to advertise a business, its products or its services may be displayed by a retail establishment in a commercial district between the hours of 9:00 a.m. to 9:00 p.m. Only one such sign, not exceeding twenty-four (24) square feet (12' per side) in size shall be permitted for each establishment. The sign may not be placed on roadways and must be placed in such a manner as to not obstruct pedestrian traffic and may only be placed along the actual frontage of the establishment. The sign may be placed on public property as long as a Certificate of Insurance, in an amount determined by the City, is provided to the City prior to displaying the sign. A-frame signs are otherwise prohibited.	No Signs Permitted in ROW	9AM-9PM
Niles	A-board sign means a temporary two-sided sign usually in the form of an "A", also known as a sandwich board sign. Sandwich board sign. See A-board sign.	Yes w/ Restrictions			
Des Plaines	None	Yes w/ Restrictions	A-Frame Signs likely fall under: Temporary Signs - No more than 1 sign may be erected at one location at any given time and no more than 4 signs may be erected at one location over the course on any calendar year. No temporary sign shall exceed 64 feet.		
Winnetka	"Portable sign" means any sign designed to be moved easily and not permanently attached to a building, structure or the ground, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu board and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operation of the business. (Winnetka Sign Code)	Yes w/ Restrictions	Portable Menu Signs are permitted with restrictions for restaurant uses. One Per Business.	Allowed on public sidewalks but not more than 2 feet from the face of the building	Only during business hours Only permitted May 1-November 30

Agenda Item #5

Staff Report
Plan Commission
March 6, 2013
Continued from February 6, 2013 and January 9, 2013

Subject Property: **N/A (Text Amendment)**

Zoning District: Requested action is applicable to the B1, B2, B3, O and MB District.

Requested Action: Text amendment to clarify regulations of A-frame and sandwich board signs as regulated by Article XI Section 11.06(1) and Section 11.04(8).

Nature of Request: Consideration of the requirements for A-frame and sandwich board signs.

Petitioner: Village Board

Summary

Article XI of the Zoning Code regulates signage within the community. This Zoning Code Article includes a list of Prohibited Signs which are found in Section 11.06. Staff has struggled with the intent and enforcement of this section as it relates to A-frame signs and/or sandwich board signs. The Prohibited Signs section states: "The following sign types are specifically prohibited in all locations within the Village:" The section pertaining to A-frame and sandwich board signs reads:

> *(1) A-frame, sandwich board and other signs which are placed on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs.*

Staff is unclear the intention of this section given the opening statement of the Prohibited Signs section to not allow certain sign types in any location within the Village. The Prohibited Sign section is not the only section in which A-frame and sandwich board signs are regulated. Section 11.04(8) provides regulations for Special Event/Grand Opening Signs. Included in these regulations is a reference to A-Frame signs. This section permits, on private property, an A-frame sign for a period of 15 consecutive days. This additional section which identifies the standards for A-frame signs could potentially make the reference to A-frame signs within the Prohibited Signs list redundant and unnecessary depending upon what the desired restriction of A-frame and sandwich board signs.

Staff seeks direction on the desired regulation is to:

- Prohibit all A-frame and sandwich board signs completely on public and private property.
- Prohibit A-frame and sandwich board signs within the public right-of-way only.

- Prohibit A-frame signs and sandwich board signs completely except for special event signs and open house directional signs and to allow those temporary signs within the public right-of way.

Research of Other Communities
Attached is a spreadsheet containing information from other communities and their regulations on A-Frame/Sandwich Board signs. Of the communities where staff could determine specific regulations, it appears that a consistent standard is to not permit A-Frame/Sandwich Board signs within the public right-of-way. These types of signs are also typically categorized as temporary signs. Accordingly, there are time limitations that are placed on how long such signs are permitted to be in place on private property.

Recommendation
Staff is seeking discussion and clarification on the intent of the Prohibited Signs section as it relates to A-frame and sandwich board signs. Staff suggests the consideration should include discussion on the desired regulation of the particular sign type as well as discussion on the permitted locations (private property and/or public right-of-way).

It would seem that it is common in other communities surveyed to restrict the amount of time these types of signs are permitted, i.e. during business hours only, or for a period of eight weeks. If the Plan Commission determines that the intent is to permit these types of signs but only on a temporary basis staff recommends clarifying both the Prohibited Sign section and the Special Event/Grand Opening Signs Section. Based on this, staff recommends are found below:

Section 11.06(1)
(1) A-frame, sandwich board and other signs which are placed on a sidewalk or curb or between a sidewalk and curb or other parkway **or public right-of-way**, except **as permitted and regulated by Section 11.04(8) S**pecial Event**/Grand Opening Signs** ~~signs and open house directional signs~~.

Section 11.04(8)
(8) Special Event/Grand Opening Signs: The following temporary, special event signs shall be permitted **on private property only** for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:
i. Portable signs;
ii. Pennant/streamer signs;
iii. Temporary banner signs;
iv. A-frame signs; and
v. Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.

Attachments:
1. Sandwich Board/A-Frame Sign Regulations of Nearby Communities
2. Zoning Code Excerpt: Article XI Sections 11.04(8) and 11.06(1).

Sandwich Signs/A-Frame Signs Regulations					
	Definition	Allowed	Significant Regulations	Location	Duration
Lincolnwood	A-frame, sandwich board and other signs which are placed on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs.	???		Not allowed on public ROW	
Skokie	A-frame sign. A freestanding sign constructed of two ridged sheets of material that are hinged on top that is used to display the name of the business, information concerning the services or products provided by the business and the cost of the same.	Yes			
Morton Grove	PORTABLE SIGN. Any movable sign, such as a sandwich board, not permanently attached to the ground or a building and easily removable using ordinary hand tools.	Yes w/ Restrictions	One (1) portable sign such as a sandwich board sign not exceeding four feet (4') in height and six (6) square feet per sign face shall be allowed for each frontage of a tenant space in the C1, C2 and CR districts. Such signs shall only be displayed during the hours that the tenant space is open for business. Such signs shall be free of dents and other damage, shall be maintained in like new appearance, shall be weighted or anchored to not tip over, and shall not impede pedestrian circulation or traffic flow.	Not allowed in visual line of sight pedestrians or traffic or Public ROW	At will of Village Administrator
Glenview	**None**	No	Portable Signs: Generally prohibited and specifically prohibited for auto uses.		
Evanston	Portable Sign: Any sign not permanently affixed to the ground, a building, or other structure, which may be moved, or is intended to be moved, from place to place.	Yes w/ Restrictions	No more than two per premise.		
Wilmette	**N/A**			No Signs Permitted in ROW	
Park Ridge	N/A	Yes w/ Restrictions	A-frame signs, also known as "sandwich boards," used to advertise a business, its products or its services may be displayed by a retail establishment in a commercial district between the hours of 9:00 a.m. to 9:00 p.m. Only one such sign, not exceeding twenty-four (24) square feet (12' per side) in size shall be permitted for each establishment. The sign may not be placed on roadways and must be placed in such a manner as to not obstruct pedestrian traffic and may only be placed along the actual frontage of the establishment. The sign may be placed on public property as long as a Certificate of Insurance, in an amount determined by the City, is provided to the City prior to displaying the sign. A-frame signs are otherwise prohibited.	No Signs Permitted in ROW	9AM-9PM
Niles	A-board sign means a temporary two-sided sign usually in the form of an "A", also known as a sandwich board sign. Sandwich board sign. See A-board sign.	Yes w/ Restrictions			
Des Plaines	**None**	Yes w/ Restrictions	A-Frame Signs likely fall under: Temporary Signs - No more than 1 sign may be erected at one location at any given time and no more than 4 signs may be erected at one location over the course on any calendar year. No temporary sign shall exceed 64 feet.		
Winnetka	"Portable sign" means any sign designed to be moved easily and not permanently attached to a building, structure or the ground, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu board and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operation of the business. (Winnetka Sign Code)	Yes w/ Restrictions	Portable Menu Signs are permitted with restrictions for restaurant uses. One Per Business.	Allowed on public sidewalks but not more than 2 feet from the face of the building	Only during business hours Only permitted May 1-November 30

ii. **Underside Canopy Signs:** An additional canopy sign may be mounted on the underside of a canopy, perpendicular to the building wall, provided that no more than one underside canopy sign is installed per business establishment. The area of an underside canopy sign shall not exceed four (4) square feet.

iii. **Clearance:** A clearance of eight feet (8') shall be maintained from finished grade to the lowest point of any canopy sign.

iv. **Extension and Projection:** A canopy sign mounted on a canopy face shall not extend above or below the canopy face nor shall it project more than fifteen inches (15") beyond the canopy face.

(5) **Awning Signs:** Individual letters, words or symbols may be affixed or applied to any awning surface, provided that the area of the awning sign does not exceed fifteen percent (15%) of the exterior surface area of the awning.

(6) **Permanent Window Signs:** Permanent window signs may be affixed or applied to window glass, provided that the area of permanent window signs does not exceed twenty percent (20%) of the window surface area. A maximum of four (4) permanent window signs per business establishment may be illuminated.

(7) **Changeable Copy Signs:** Changeable copy signs are permitted only as an integral part of a monument sign, provide that the changeable copy area is no larger than twenty five percent (25%) of the entire sign face. Illuminated changeable copy signs shall comply with the requirements for internally lit signs, inhibiting light transmission. Only gasoline price signs accessory to gasoline service stations will be permitted to have manual or electronic changeable copy, which signs shall be maintained to show current gasoline prices at all times.

(8) **Special Event/Grand Opening Signs:** The following temporary, special event signs shall be permitted for a total of two (2) nonconsecutive events per year, but shall not be erected or maintained for a period exceeding fifteen (15) consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

i. Portable signs;
ii. Pennant/streamer signs;
iii. Temporary banner signs;
iv. A-frame signs; and
v. Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.

11.05: EXEMPT SIGNS

The following signs, while subject to any other Village ordinance which may apply, are exempt from the permit requirements set forth in this Article.

(1) **Construction Signs:** One nonilluminated single faced temporary sign per construction site shall be permitted not exceeding twelve (12) square feet of sign area in residential zoning districts or sixty four (64) square feet in business or manufacturing districts, provided that such signs shall be erected no more than five (5) days prior to the beginning of construction for which a valid

ii. No transit shelter sign shall extend beyond the side of the structure to which the sign is mounted;

iii. No transit shelter sign shall be installed in a Residential District of the Village, except signs displaying: (a) transit service information; or (b) public service information provided by the Village; and

iv. No transit shelter sign shall be installed on any shelter for which the Board of Trustees has not adopted a resolution approving the installation of signs thereon, which resolution shall not be adopted except upon the submission by the applicant of evidence that the owner of the property on which the shelter is or will be located has authorized the placement of the shelter and the installation of signs thereon.

(Ordinance No.2011-2937)

11.06: PROHIBITED SIGNS

The following sign types are specifically prohibited in all locations within the Village:

(1) A-frame, sandwich board and other signs which are placed on a sidewalk or curb or between a sidewalk and curb or other parkway, except special event signs and open house directional signs.

(2) Abandoned signs.

(3) Advertising vehicles.

(4) Off premises advertising signs, except transit shelter signs installed pursuant to Section 11.05(23) of this Article. (Ordinance No. 2011-2937)

(5) Animated signs.

(6) Bench signs.

(7) Billboards.

(8) Flashing signs.

(9) Light pole signs.

(10) Painted wall signs.

(11) Portable signs, except special event signs.

(12) Projecting signs.

(13) Signs, which:

i. Bear or contain statements, words, pictures or symbols which are unlawful;

ii. Are attached to any fence or freestanding wall;