



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:15 P.M., JUNE 2, 2015**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – Committee of the Whole Meeting – May 19, 2015
- IV) Regular Business**
 - 1) Discussion Concerning Commercial Parking Regulations (6:15 – 7:00 p.m.)
 - 2) Discussion Concerning Public Transportation Options (7:00 – 7:15 p.m.)
 - 3) Discussion Concerning the Village’s Weed Ordinance (7:15 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: May 29, 2015

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
MAY 19, 2015**

DRAFT

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:00 PM, Tuesday, May 19, 2015 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

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

PRESENT: President Turry, Trustees Bass, Elster, Spino, Klatzco, Cope (6:10)

ABSENT: Trustee Patel

A quorum was present. Also present: Timothy Wiberg, Village Manager; Charles Meyer, Assistant to the Village Manager; Douglas Petroschius, Assistant Village manager; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Ashley Engelmann, Public Works Director; Andrew Letson, Assistant to the Public Works Director; Charles Greenstein, Village Treasurer; Timothy Clarke, Director of Community Development; Aaron Cook, Community Development Manager.

Approval of Minutes

Minutes of the May 5, 2015 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 Klatzco seconded the motion.

The motion passed with a Voice Vote

Regular Business

1. Discussion Concerning Stormwater Management Pilot Project

Mr. Wiberg introduced this item and provided background using PowerPoint.

Stormwater Background

*January, 2007 – Village Board adopted a motion which established the goal of creating a Stormwater Management Plan (SMP) to bring the Village up to the 10-year level of protection.

*June, 2008 – AB&H retained to prepare the SMP

*July, 2013 – Board accepted the SMP and directed staff to pursue a pilot project utilizing street storage

*November, 2013 – Gewalt Hamilton retained to design the pilot project improvements

*July, 2014 – Christopher Burke retained as Village Engineer and tasked with reviewing all components of the SMP

CBBEL Analysis

- *Revised AB&H model to include manhole losses
- *Used a more conservative outfall condition (overflow to North Shore Channel)
- *Included all existing inlet restrictors
- *Did not update the watershed areas
 - Would be very time consuming and costly
 - Would be done anyway as future “pilot areas” are analyzed
 - Instead, we have considered the results to be conservative

CBBEL Analysis – Existing System

- *Conclusions
 - There is significant potential for basement backups in storms as low as the 1-year event
 - Current inlet restrictors provide some benefit
 - 68% homes currently at risk of basement flooding during 10-year event

A chart was presented indicating the percentage of the Village at risk of basement flooding under the existing system.

CBBEL Analysis – Village wide Inlet Restrictor Program

- *Conclusions
 - Street storage program as proposed by AB&H will increase level of protection
 - Benefits not as large, but impact still significant – 53% of homes not at risk during 10-year event

A chart was presented indicating the percentage of the Village at risk of basement flooding – Proposed Village-wide system

CBBEL Analysis – Pilot Area

- *Conclusions
 - Pilot Area results are better than overall Village-wide results
 - Pilot Area still makes sense as a good place to start

A chart was presented indicating the percentage of Pilot Area at risk of Basement Flooding

Cost Estimate

- *Pilot Area \$410,000 budgeted for construction in FY15/16
 - The Sewer Fund has a current fund balance of approximately \$1.7 million
- *In 2012, AB&H estimated Village-wide restrictors and berms to cost \$5.6 million
 - CBBEL Estimate (2015) = \$6.9 million

Conclusions

- *CBBEL concludes that the street storage program remains a **cost effective** option for the increasing flood protection for the Village and should be the number one priority project
 - Concludes that the Pilot Area is a viable project and recommends moving forward with design and construction

Next Steps

- *If the Board approves, schedule a meeting with Gewalt Hamilton Associates to fine tune design and develop construction documents
 - Spring 2016 Construction

Discussion and questions ensued with clarification from Mr. Wiberg, Mrs. Engelmann and Engineer Thomas Burke.

Sewer Committee Chair Paul Eisterhold stated that in the opinion of his committee the current plan is the best option.

There was additional discussion regarding use of overhead sewers.

The Board direction is to discuss this at a later date when additional information is available. Mr. Wiberg stated that if we do go ahead public resident education would be made available.

2. Discussion Concerning the Village's Nepotism Policy

Nepotism Policy

2.6 Hiring of Relatives/Nepotism/Conflict of Interest

*2.6.1 – The employment of relatives in the same division or department of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. The Village is committed to monitoring situations in which relatives work in the same division or department. In case of actual or potential problems, the Village will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

*2.6.2 – for purposes of this section , a “relative” is defined as any person related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage, including mother, father, brother, sister, spouse (including co-habiting couples), children, aunts, uncles, nieces, nephews, first cousins, mother in law, father in law, brother in law, sister in law, stepfather, stepmother, step brother, step sister, step child, half- brother, half- sister, grandchild, grandparent, and legal guardian. Relationships created by adoption are included.

*2.6.3 – An individual shall not occupy a position where he or she reports to or is supervised by his or her relative. This constitutes a “Prohibited Employee Relationship”.

*2.6.4 – Relatives of elected or appointed Village officials shall not be employed in any full-time and/or part time IMRF employment (as defined herein) with the Village.

*2.6.5 – Relatives of Department Directors, the Village Manager, Assistant Village Manager or the Assistant to the Village Manager shall not be employed in any capacity with the Village.

*2.6.6 – The positions of this policy shall not apply to any full-time or part-time IMRF employee of the Village hired before March 3, 2005, the effective date of this revised policy, or to sworn personnel appointed by the Board of Fire and Police Commissioners.

Discussion ensued and the consensus was to retain the policy as it is currently written.

Adjournment

At 7:29 PM Trustee Elster moved to adjourn the Committee of the Whole, seconded by Trustee Spino.
The motion passed with a Voice Vote.

Respectfully Submitted

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: May 29, 2015

SUBJECT: **June 2 Committee of the Whole Meeting**

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

1) **Discussion Concerning Commercial Parking Regulations (6:15 – 7:00 p.m.)**

At its April 7 COTW meeting, the Board continued its discussions concerning the possibility of updating the Village's regulations pertaining to the parking of commercial vehicles on public streets and driveways. The Board tabled further discussion of this matter until such time that the new Village Board members took office. [Attached](#) is a memorandum from the Police Chief summarizing this issue.

2) **Discussion Concerning Public Transportation Options (7:00 – 7:15 p.m.)**

At its February 17 COTW meeting, the Board began discussing the possibility of establishing a new fixed-route bus service in the Village, connecting to the Metra train station in Edgebrook. At this meeting the Board directed staff to research cost issues and other operational concerns from other communities that offer a similar type of service. [Attached](#) is a memorandum from the Assistant to the Village Manager summarizing staff's research on this matter. Staff is seeking Board direction concerning the desire to establish new public bus service in the Village.

3) **Discussion Concerning the Village's Weed Ordinance (7:15 – 7:30 p.m.)**

[Attached](#) is Section 11.2 of the Village Code, which is the regulations concerning weeds on private property. The Mayor has requested discussion of the Ordinance and whether the New Light Cemetery should be exempted from the regulations.

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



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: June 2, 2015

Subject: Commercial and Recreational Vehicle Parking

The Village Code currently prohibits the on-street parking of commercial vehicles between 7:00 p.m. and 7:00 a.m. Commercial vehicles are defined as vehicles over 12,000 pounds, and/or vehicles bearing commercial markings and/or equipment.

The Zoning Code also prohibits parking any commercial vehicles over 12,000 pounds on a residential driveway, or more than one commercial vehicle less than 12,000 pounds on a private residential driveway. The Zoning Code also requires boats and trailers to be parked in a fully enclosed structure from October 31st to April 1st, each year. It also requires snow mobiles and similar type vehicles to be parked in an enclosed structure from April 1st through November 30th each year.

The subject of commercial and recreational vehicles has been discussed at a number of public meetings over the past 18 months. The following is a brief summary.

October 24, 2013

The Traffic Commission unanimously voted to recommend the Board adopt an Ordinance restricting boats, boat trailers, recreational vehicles, snow mobiles, livery vehicles, and commercial vehicles on all residential streets and driveways between 7:00 p.m. and 7:00 a.m., except with temporary permission from the Police Department.

December 17, 2013

At the Committee of the Whole, the Village Board discussed the Traffic Commission's recommendation to restrict commercial vehicles on the public roadways and commercial and recreational vehicles on private driveways. The Village Board remanded the matter back to the Traffic Commission to seek input from the community at a publicized public meeting.

February 20, 2014

The Traffic Commission held a public meeting to discuss commercial and recreational

vehicle parking. Eight residents spoke at the meeting; two spoke in favor of restricting commercial and recreational vehicles and six spoke in opposition to stricter regulations.

Following input from the community, review and discussion, the Commission recommended the Village Board adopt the following changes to the Code:

1. *Allow passenger vehicles, motorcycles, passenger vans with RV license plates, and noncommercial vehicles weighing less than 8,000 pounds with passenger or class B license plates to park on residential roadways and private residential driveways.*
2. *Prohibit parking of any commercial truck, trailer, semi-trailer, bus, or commercial vehicle on any residential roadway or residential driveway between 7:00 p.m. and 7:00 a.m.*
3. *Define taxi and livery vehicles as commercial vehicles.*
4. *Define non-commercial vehicles as having single rear wheels only, no signs, no advertisements, no business identifications, no business license plates, no attached auxiliary equipment, no snow plows, no equipment racks, and/or no storage boxes or lockers.*
5. *Prohibit debris, construction materials and/or equipment intended for commercial or business use from being present in a non-commercial vehicle, whether open or covered.*
6. *Require non-commercial cargo and panel vans to have side and rear windows and seating behind the driver's seat.*

April 17, 2014

At the Committee of the Whole, the Village Board discussed the Traffic Commission's recommendation and the consensus was to review the item at a later date.

May 20, 2014

The Village Board considered the Traffic Commission's recommendation and postponed it until June 3, 2014 to allow two trustees who were absent to participate in the discussion.

June 3, 2014

The Village Board considered the Traffic Commission's recommendation and referred it to the Committee on Ordinances, Rules, and Buildings (CORB) for further review, with the intent to have it appear before the Board, at a later date.

July 8, 2014

CORB reviewed the matter and proposed an amendment to the Code, redefining and restricting commercial and recreational vehicles on private driveways. However, no decision was made with regard to amending the description of a commercial vehicle on a public roadway.

August 26, 2014

CORB reviewed the minutes from July 8, 2014 and agreed on the following revisions to the Code regarding regulating commercial and recreational vehicle parking on private driveways. However, no decision was made with regard to amending the description of a commercial vehicle on a public roadway.

One commercial vehicle is allowed in a residential driveway between 7:00 p.m. and 7:00 a.m. on Monday through Saturday, with the following restrictions.

1. Advertising space is restricted to three square feet on each side of the vehicle. Advertising on the front or rear of the vehicle is prohibited.
2. Roof top advertising is prohibited, except in the case of taxi vehicles. Taxi vehicles may display a standard sized taxi sign on the roof.
3. The total vehicle height must be less than nine feet.
4. Livery vehicles must be less than twenty-two feet in length and no markings may be on the vehicle.
5. Permanent or semi-permanent equipment racks mounted to a commercial vehicle are prohibited.
6. Non-permanent equipment typically used for commercial use, attached to the exterior of the vehicle; i.e., a ladder rack, etc. is prohibited.
7. Vehicles equipped with snow plows are only allowed between November 1st and March 31st.
8. Vehicles restricted to "B" license plates or less. "D" license plates and above are prohibited.
9. Construction equipment; i.e., bobcats are prohibited.
10. Vehicles covered by a tarp or any type of cover are prohibited.
11. Snowmobiles are prohibited.
12. Boats are prohibited.
13. Campers are prohibited.
14. Motor homes are prohibited.
15. Wave runners are prohibited.
16. Golf carts are prohibited.

17. Trailers are prohibited.

18. Handicapped vehicles intended for non-commercial purposes are exempt from the restrictions in this section.

January 20, 2015

At the Committee of the Whole, the Village Board reviewed and discussed CORB's recommendations and referred the item to the Plan Commission to hold a public meeting regarding changes or deletions to the Zoning Code. It recommended that the Plan Commission consider removing all restrictions regarding parking recreational and commercial vehicles on private property be removed from the Zoning Code, so they may be addressed in the Village Code.

March 4, 2015

The Plan Commission approved a motion to recommend the Village Board eliminate 7.11 and 7.12 from the Zoning Code upon such time that the Village adopts regulations replacing these with appropriate standards in the Municipal Code.

April 7, 2015

Staff requested direction from the Village Board with regards to redefining parking commercial and recreational vehicles on private residential driveways and public roadways. The Village Board tabled the matter until the second meeting in May, after the new Board is seated.

June 2, 2015

Staff is requesting direction from the Village Board with regards to redefining parking commercial and recreational vehicles on private residential driveways and public roadways.

Documents Attached

1. March 4, 2015 Plan Commission Staff Report
2. March 4, 2015 Plan Commission Minutes
3. January 20, 2015 Village Board Committee of the Whole Minutes
4. July 8, 2014 CORB Minutes
5. August 26, 2014 Draft CORB Minutes



Village of Lincolnwood Plan Commission

Meeting
Wednesday, March 4, 2015
7:00 P.M.

in the
Council Chambers Room
Lincolnwood Village Hall - 6900 North Lincoln Avenue

Agenda

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Minutes**
 - February 04, 2015 Meeting Minutes
 - February 18, 2015 Joint Meeting Minutes
 - February 25, 2015 Workshop Meeting Minutes
4. **Case #PC-03-15: Public Hearing: 6430 North Hamlin Avenue - Special Use**
 - Request:** Consideration to permit Hatzalah Chicago to operate 24 hours a day exceeding permitted hours of operation
5. **Case #PC-04-15: Public Hearing: Proposed Text Amendment**
 - Request:** Elimination of Commercial Vehicle Parking Regulations from the Zoning Code
6. **Case #PC-05-15: Public Hearing: Proposed Text Amendment**
 - Request:** Consideration of Residential Overlay Zone Along Devon Avenue
7. **Case #PC-06-15: Public Hearing: Proposed Text Amendment**
 - Request:** Review of Parking Regulations for Multi-Family Residential Uses to Consider Open-Air Guest Parking Standards
8. **Case #PC-02-15: Public Hearing: Proposed Text Amendment**
 - (Continued from February 25, 2015)*
 - Request:** Review for Possible Change the Definition Section and Fences and Natural Screening Section Concerning Open, Semi-Private, and Solid Fences; and the Bulk Regulations for Fences
9. **Next Meeting**
10. **Public Comment**
11. **Adjournment**



Plan Commission Staff Report

Case # PC-04-15

March 4, 2015

Subject Properties: N/A (Text Amendment)

Petitioner: Village Board

Nature of Request: Consideration of eliminating the commercial and recreation vehicle regulations from the Zoning Code.

Notification: Notice of the March 4, 2015 Public Hearing was published in the Lincolnwood Review on February 12, 2015.

Summary of Request

Attached is a memorandum from Robert LaMantia, Chief of Police, regarding discussions by the Traffic Commission and Village Board on the subject of commercial and recreational vehicle parking. These discussions began in October 2013 with the Traffic Commission providing initial direction to restrict boats, boat trailers, recreational vehicles, snow mobiles, livery vehicles, and commercial vehicles on all residential streets and driveways. A full summary can be found in the attached memorandum outlining discussions and recommendations up to the Committee of the Whole (COTW) discussion on January 20, 2015.

At the January 20th meeting, the COTW discussed several specific commercial and recreational vehicles to be regulated. The COTW also identified challenges in regulating based on the class of a vehicle. However, the COTW was unanimous in referring to the Plan Commission for public hearing, the elimination of commercial and recreational vehicle parking regulations from the Zoning Code.

The COTW was clear that the regulations were not to be eliminated altogether, but rather regulating commercial and recreational vehicles would be made part of the Village Code rather than the Zoning Code. The purpose of eliminating the regulations for commercial and recreational vehicles from the Zoning Code and place them within the Village Code is to establish a single location for all regulations governing commercial and recreational vehicles.

Documents Attached

1. Memorandum from Chief LaMantia dated January 20, 2015
 - a. July 8, 2014 CORB Minutes
 - b. August 26, 2014 Draft CORB Minutes
2. Memorandum from Chief LaMantia dated December 17, 2013
3. Zoning Code Section 7.11: Parking and storage of commercial vehicles and trailers in Residential Districts
4. Zoning Code Section 7.12: Parking and storage of recreational vehicles, recreational vehicle trailers, and mobile homes in all Zoning Districts



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: January 20, 2015

Subject: Summary of Commercial and Recreational Vehicle Parking Discussions

The Village Code currently prohibits the on-street parking of commercial vehicles between 7:00 p.m. and 7:00 a.m. Commercial vehicles are defined as vehicles over 12,000 pounds, and/or vehicles bearing commercial markings and/or equipment. The Zoning Code also prohibits parking any commercial vehicles over 12,000 pounds on a residential driveway, or more than one commercial vehicle less than 12,000 pounds on a private residential driveway.

The Zoning Code requires boats and trailers to be parked in a fully enclosed structure from October 31st to April 1st, each year. It also requires snow mobiles and similar type vehicles to be parked in an enclosed structure from April 1st through November 30th each year.

By way of background, the following is a summary of various recommendations by the Traffic Commission and direction provided by the Village Board.

On October 24, 2013, the Traffic Commission unanimously voted to recommend the Board adopt an Ordinance "restricting boats, boat trailers, recreational vehicles, snow mobiles, livery vehicles, and commercial vehicles on all residential streets and driveways between 7:00 p.m. and 7:00 a.m., except with temporary permission from the Police Department."

On December 17, 2013, at the Committee of the Whole, the Village Board discussed the Traffic Commission's recommendation to restrict commercial vehicles on the public roadways and commercial and recreational vehicles on private driveways. The Village Board remanded the matter back to the Traffic Commission to seek input from the public.

On February 20, 2014, the Traffic Commission held a public meeting to discuss commercial and recreational vehicle parking. Eight residents spoke at the meeting; two

spoke in favor of restricting commercial and recreational vehicles and six spoke in opposition to stricter regulations.

Following input from the community, review and discussion, the Commission recommended the Village Board adopt the following changes to the Code:

1. *Allow passenger vehicles, motorcycles, passenger vans with RV license plates, and noncommercial vehicles weighing less than 8,000 pounds with passenger or class B license plates to park on residential roadways and private residential driveways.*
2. *Prohibit parking of any commercial truck, trailer, semi-trailer, bus, or commercial vehicle on any residential roadway or residential driveway between 7:00 p.m. and 7:00 a.m.*
3. *Define taxi and livery vehicles as commercial vehicles.*
4. *Define non-commercial vehicles as having single rear wheels only, no signs, no advertisements, no business identifications, no business license plates, no attached auxiliary equipment, no snow plows, no equipment racks, and/or no storage boxes or lockers.*
5. *Prohibit debris, construction materials and/or equipment intended for commercial or business use from being present in a non-commercial vehicle, whether open or covered.*
6. *Require non-commercial cargo and panel vans to have side and rear windows and seating behind the driver's seat.*

On April 17, 2014, at the Committee of the Whole, the Village Board discussed the Traffic Commission's recommendation and the consensus was to review the item at a later date.

On May 20, 2014, the Village Board considered the Traffic Commission's recommendation and postponed it until June 3, 2014 to allow two trustees who were absent to participate in the discussion.

On June 3, 2014, the Village Board considered the Traffic Commission's recommendation and referred it to the Committee on Ordinances, Rules, and Buildings (CORB) for further review, with the intent to have it appear before the Board, at a later date.

On July 8, 2014, the CORB reviewed the item and proposed an amendment to the Code, redefining and restricting commercial and recreational vehicles on private driveways.

On August 26, 2014, the CORB reviewed the minutes from July 8, 2014 and agreed on several additional revisions.

The Committee's proposed amendments include the following restrictions regarding commercial and recreational vehicle parking on private driveways:

One commercial vehicle is allowed in a residential driveway between 7:00 p.m. and 7:00 a.m. on Monday through Saturday, with the following restrictions:

1. Advertising space is restricted to three square feet on each side of the vehicle. Advertising on the front or rear of the vehicle is prohibited.
2. Roof top advertising is prohibited, except in the case of taxi vehicles. Taxi vehicles may display a standard sized taxi sign on the roof.
3. The total vehicle height must be less than nine feet.
4. Livery vehicles must be less than twenty-two feet in length and no markings may be on the vehicle.
5. Permanent or semi-permanent equipment racks mounted to a commercial vehicle are prohibited.
6. Non-permanent equipment typically used for commercial use, attached to the exterior of the vehicle; i.e., a ladder rack, etc. is prohibited.
7. Vehicles equipped with snow plows are only allowed between November 1st and March 31st.
8. Vehicles restricted to "B" license plates or less. "D" license plates and above are prohibited.
9. Construction equipment; i.e., bobcats are prohibited.
10. Vehicles covered by a tarp or any type of cover are prohibited.
11. Snowmobiles are prohibited
12. Boats are prohibited
13. Campers are prohibited
14. Motor homes are prohibited
15. Wave runners are prohibited
16. Golf carts are prohibited
17. Trailers are prohibited

18. Handicapped vehicles intended for non-commercial purposes are exempt from the restrictions in this section.

Staff Request

Staff requests that CORB's proposed amendments be discussed by the Village Board at a Committee of the Whole.

The Board may refer the item to the Plan Commission to hold a public meeting regarding changes or deletions to the Zoning Code. Staff recommends that all restrictions regarding parking recreational and commercial vehicles on private property be removed from the Zoning Code and addressed in the Village Code.

Following the Plan Commission's review and recommendation, the Village Board may decide on CORB's proposed amendment or refer it to the Traffic Commission for a final public hearing.

Documents Attached

1. July 8, 2014 CORB Minutes
2. August 26, 2014 Draft CORB Minutes



**MEETING MINUTES
OF THE
PLAN COMMISSION
MARCH 4, 2015 – 7:00 P.M.**

**LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60712**

MEMBERS PRESENT:

Chairman Paul Eisterhold
Irving Fishman
Patricia Goldfein (arrived at 7:09 p.m.)
Steven Jakubowski (arrived at 7:28 p.m.)
Anthony Pauletto
Mark Yohanna

MEMBERS ABSENT:

Don Sampen

STAFF PRESENT:

Aaron N. Cook, AICP, Community Development Manager

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Chairman Eisterhold noted a quorum of four members and called the meeting to order at 7:03 p.m.

III. APPROVAL OF MINUTES

Motion to approve the February 4, 2015 Meeting Minutes was made by Commissioner Yohanna, and seconded by Commissioner Fishman as amended.

Aye: Yohanna, Fishman, Pauletto, and Eisterhold

Nay: None

Motion Approved: 4-0

Motion to approve the February 18, 2015 Joint Zoning Board of Appeals/Plan Commission Meeting Minutes was made by Commissioner Pauletto, and seconded by Commissioner Yohanna.

Aye: Pauletto, Yohanna, and Eisterhold

Nay: None

Abstained: Fishman

Motion Approved: 3-0-1

Motion to approve the February 25, 2015 Workshop Meeting Minutes was made by Commissioner Yohanna, and seconded by Commissioner Fishman as amended.

Aye: Yohanna, Fishman, Pauletto, and Eisterhold

Nay: None

Motion Approved: 4-0

IV. Case #PC-03-15: Public Hearing: 6430 North Hamlin Avenue – Special Use

Chairman Eisterhold swore in the Petitioners, Mr. Ira Piltz, Mr. Craig Frank, Mr. Simzha Frank, and Mr. Ari Shulman.

Mr. Cook presented the Special Use request for Hatzalah Chicago located at 6430 North Hamlin Avenue in the M-B Manufacturing/Business District. Hatzalah Chicago provides emergency medical response services. The property will be used to store and warehouse their ambulance equipment. Hatzalah Chicago seeks a Special Use to operate 24 hours a day. The Zoning Code requires a Special Use for any business operating before 7:00 a.m. and/or after 11:00 p.m. within 150 feet of a residentially zoned property. Staff was able to find nine Special Use requests pertaining to hours of operation since 1992.

Commissioner Yohanna asked if any letters were received for or against this Special Use request. Mr. Cook replied there were none.

Mr. Piltz, counsel for Hatzalah Chicago, stated that the entire operation is staffed by volunteers. The company is a duly registered nonprofit entity in the state of Illinois. Hatzalah provides rapid medical response services to residents of Lincolnwood, Skokie, and Chicago.

Mr. Simzha Frank stated that there will only be a couple of dispatchers at the facility. When a call is received, they arrive at the facility and respond via ambulance. There will be two ambulances at this facility, and no maintenance will be performed there. No sirens will be operated within 150 feet of the residential area.

When asked about their response time, Mr. Ari Shulman responded that their emergency medical technicians can be there 3-4 minutes before a responding 911 ambulance. They work in conjunction with 911 and are hooked up with their systems to relay information.

Mr. Simzha Frank additionally stated that their response time is 2-3 minutes. They have about 40 volunteers spread out among the three communities. All responding personnel are licensed EMTs. With regards to call volume, Mr. Frank responded that they average two calls a days during normal business hours, and approximately two calls a week during the overnight hours.

Chairman Eisterhold asked staff that if they decided to turn the facility into a bunkhouse, would that change the Special Use. Mr. Cook answered that a text amendment would be required. This use is categorized as indoor warehousing/storage. Any changes would require another Special Use. Mr. Piltz said that they have no plans to do that.

With regards to parking, they have 31 spaces available. They do not see more than two to four cars there at any one time.

Chairman Goldfein asked Mr. Piltz to explain their business practice. Mr. Piltz replied that a call is made to a dispatcher, which is then forwarded to a Hatzalah technician as well as the appropriate 911 service. Hatzalah is a private company and do not compete with 911. Mr. Frank explained that they are called directly due to quicker response times, religious reasons, especially on the Sabbath or holidays, or to transport to other hospital where medically appropriate. Their primary hospitals include Evanston Hospital, Skokie Hospital, and Northwestern Memorial Hospital.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record show that no one came forward.

Motion to approve the Special Use request for an emergency medical facility service business at 6430 North Hamlin Avenue to operate 24 hours a day was made by Commissioner Pauletto, and seconded by Commissioner Fishman.

Aye: Pauletto, Fishman, Goldfein, Jakubowski, Yohanna, and Eisterhold

Nay: None

Motion Approved: 6-0

V. Case #PC-04-15: Public Hearing: Proposed Text Amendment

This Public Hearing is to approve the elimination of Section 7.11 and 7.12 of the Zoning Code in its entirety relating to the parking and storage of commercial and recreational vehicles. This matter has been discussed by different committees and commissions dating back to October 2013 with the Traffic Commission requesting the restrictions on boats, boat trailers, recreational vehicles, snowmobiles, livery vehicles and commercial vehicles on all residential streets and driveways.

Consequently, the question of how to regulate such vehicles was referred to the Plan Commission from the Committee of the Whole for a Public Hearing to eliminate these standards from the Zoning Code. This referral is not for the purpose of eliminating these regulations on commercial vehicles in its entirety, but rather to simply house all of the governing regulations in one place in the Municipal Code instead of having regulations in both the Municipal Code and Zoning Code. These regulations will cover both public and private parking.

When asked about the current standards already in place with regard to commercial or recreational vehicle parking, Mr. Cook answered that these are the standards that are being revisited with regard to commercial and recreational vehicles. Additionally, Commissioner Fishman said that these standards need to be enforced, otherwise they are meaningless.

All rules and regulations are under review relative to commercial and recreational vehicles. There have been no final determination; this is just a review. The only determination is that these standards should be placed in one area of the Municipal Code. While under review, they can be removed from the Zoning Code and moved to its new location. The verbiage will be the same until it is eliminated or changed. The Municipal Code is under the purview of the Village Board. Tonight's action gives the Village Board the authority to act on removing these Sections from the Zoning Code.

The Commissioners discussed the importance that there be no gaps in coverage of Section 7.11 and 7.12 until such time that the Village Board adopts the appropriate language.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record show that no one came forward.

Motion to recommend to the Village Board that Sections 7.11 and 7.12 be eliminated from the Zoning Code upon such time that the Village adopts regulations replacing these with appropriate standards in the Municipal Code was made by Commissioner Fishman, and seconded by Commissioner Pauletto.

Aye: Fishman, Pauletto, Goldfein, Jakubowski, Yohanna, and Eisterhold

Nay: None

Motion Approved: 6-0

Chairman Eisterhold read into the record an open memo to the Village Board with regards to neighborhood appearance.

Commissioners Fishman, Pauletto, Yohanna, and Jakubowski joined Chairman Eisterhold in his open memo to adopt these provisions and to make every effort to have them enforced. A discussion ensued with regards to the placement and enforcement of garbage totes. Commissioner Jakubowski specifically commented on increasing the penalties for multiple violators.

VI. Case #PC-05-15: Public Hearing: Proposed Text Amendment

This proposed text amendment is consideration of a Residential Overlay Zone along Devon Avenue. Staff does not envision a true Overlay District be established along this section of Devon Avenue. Rather, this is a text amendment to the Land Use Table. This text amendment will establish residential units above first floor commercial as a Special Use. The area in question is generally between 3300-3520 West Devon Avenue in the B-2 General Retail District. At the present time, no residential uses are allowed in the B-2 District.

On October 21, 2014, the Committee of the Whole (COTW) reviewed a concept plan for a mixed-use development at the Whistler's Restaurant property at 3420 West Devon Avenue. The proposal included ground level commercial space with two floors of residential above. The COTW requested the Economic Development Commission (EDC) review residential uses along the Devon Avenue Corridor (McCormick Boulevard and Drake Avenue). A concept rendering was presented for review. The EDC reviewed current Village policies and plans from the Urban Land Institute and possible techniques to permit residential uses, if desired. The EDC found that allowing residential as part of a mixed-use development in the Devon Avenue Corridor could spur revitalization. The EDC specifically identified residential above ground level commercial space as preferable. The recommendation does not include senior housing, assisted living, etc.

By a vote of 7-0, the EDC forwarded a recommendation to the Village Board to allow, as a Special Use, residential units above ground level commercial within the Devon Avenue Corridor. The Village Board received and considered the recommendation of the EDC at the January 20, 2015 Village Board meeting. The recommendation was referred to the Plan Commission for a Public Hearing to consider upper level residential, as a Special Use, above first floor commercial within the Devon Avenue Corridor by a vote of 6-1.

When asked if the Whistler's property has been sold, Mr. Cook indicated he is aware of two parties interested in residential development. The reason this matter is before the Plan Commission is because the Village Board, in review of possible redevelopment, wanted to get the Plan Commission's opinion on what

residential uses may do for redevelopment within the larger Corridor. The Village Board thought there may be some merit to this redevelopment. A text amendment is needed before any specific developer on a specific property may propose a mixed-use development having a residential component.

Commissioner Goldfein asked Staff if it is appropriate at this time that the Plan Commission should regulate the height of these buildings, separate from general height requirements. Mr. Cook answered that the height requirement in the B-2 District is 38 feet or three stories. The Plan Commission needs to decide if residential is appropriate in this Corridor and if a residential development is unique enough that it should have its own height requirements.

Commissioner Jakubowski asked if this use is even appropriate for this area. Commissioner Jakubowski further stated that this is a single-family neighborhood and this is introducing a major change to the neighborhood.

Commissioner Fishman believes that this is the right direction to take. This retail stretch has suffered and is greatly underutilized. There has been no success in attracting retail into this area. The multi-family use has revitalized many adjoining communities.

Mr. Chris Dimas, owner of Whistler's Restaurant for the last 37 years, said the area needs to be updated and believes the redevelopment is going to attract other development.

Chairman Eisterhold mentioned the COTW heard a presentation relative to the streetscapes along Devon Avenue. The Village will be submitting an application for grant money. The Traffic Commission will schedule a Public Hearing regarding this subject with special notification provided.

Commissioner Jakubowski believes that this issue is being jammed through and adequate notice was not provided, given the fact that there is no one present at tonight's meeting, even though notice was published in the *Lincolnwood Review*. He further believes that residents do not understand the ramifications of this type of development. He believes that every resident of east Lincolnwood should be notified and to present this to the Village Board without notifying the residents first is unfair. Building first floor commercial space does not guarantee success. More thought should be put into changing a business district into a residential district.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. He asked that the record show that no one came forward.

Motion to approve a text amendment to the land use table which would be sufficient to allow consideration of residential units above first floor commercial, on the properties along Devon Avenue between McCormick Boulevard and Drake Avenue in the B-2 District, as a Special Use was made by Commissioner Pauletto, and seconded by Commissioner Yohanna.

Aye: Pauletto, Yohanna, Fishman, Goldfein, and Eisterhold

Nay: Jakubowski

Motion Approved: 5-1

VII. Case #PC-06-15: Public Hearing: Proposed Text Amendment

This proposed text amendment is a discussion to review the parking regulations for multi-family residential uses to consider open-air guest parking standards. During the discussion of the Whistler's property

redevelopment, the EDC discussed at length the lack of open air or clearly identified and/or clearly found guest parking. Should there be standards placed on multi-family developments which require a certain number of open air guest parking.

Parking on the given property should accommodate, on average, the parking needs for residents and guests. Guests may not know where to go to find parking within the appropriately allotted parking spaces. If parking for all visitors, guests, and residents are within a secured garage, how do you know to go there or if you need to park somewhere else if you're a guest. Should the Village have a regulation that makes it obvious to them to know where to park.

Research of comparable communities shows that this is not a common thing. Only Skokie identifies the need for ten percent of required parking should be open air for elderly housing only. Des Plaines only requires directional signage. The discussion centers on whether open air parking should be regulated by the Zoning Code as a Special Use.

Commissioner Jakubowski believes multi-family developments should require additional spaces for guest parking. Commissioner Yohanna agreed with Commissioner Jakubowski and the Plan Commission should make a recommendation to the Village Board to have a Public Hearing on this issue.

The Commission discussed, at staff's urging, a specific requirement.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record show that no one came forward.

Motion to recommend to the Village Board to establish ten percent of the required parking spaces to be open-air guest parking for multi-family developments was made by Commissioner Jakubowski, and seconded by Commissioner Yohanna.

Aye: Jakubowski, Yohanna, and Eisterhold

Nay: Fishman, Goldfein, and Pauletto

Motion Failed: 3-3

Staff indicated the Plan Commission could make a different motion on the matter as the last motion failed. The Commission declined to make another motion.

VIII. Case #PC-02-15: Public Hearing: Proposed Text Amendment

Motion to continue Case #PC-02-15 to the April 1, 2015 Plan Commission meeting was made by Commissioner Yohanna, and seconded by Commissioner Fishman.

Aye: Yohanna, Fishman, Goldfein, Jakubowski, Pauletto, and Eisterhold

Nay: None

Motion Approved: 6-0

IX. NEXT MEETING

Chairman Eisterhold announced that the next Plan Commission meeting will be held on Wednesday, April 1, 2015.

X. ADJOURNMENT

Hearing no further business, **motion to adjourn** was made by Commissioner Yohanna, and seconded by Commissioner Pauletto. Meeting adjourned at 9:20 p.m.

Aye: Yohanna, Pauletto, Fishman, Goldfein, Jakubowski, and Eisterhold

Nay: None

Motion Approved: 6-0

Respectfully Submitted,

A handwritten signature in cursive script, reading "Kathryn M. Kasprzyk".

Kathryn M. Kasprzyk
Community Development Coordinator



Committee on Ordinances, Rules, and Buildings Meeting Minutes

July 8, 2014

Village Hall Board Conference Room
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

Committee Members Present

Trustee Cope, Chair
Trustee Klatzco
Trustee Patel

Committee Members Absent

None

Others Present

Douglas Petroschius, Assistant Village Manager
Timothy Wiberg, Village Manager
Robert LaMantia, Police Chief
Ashley Engelmann, Assistant to the Public Works Director
Michael Hansen, Fire Chief
Clyde Heineman, Fire Prevention Bureau
Donald Gelfund, Traffic Commission Chair
Paul Eisterhold

I. Call to Order

- a. The meeting of the Committee on Ordinances, Rules, and Buildings (CORB) was called to order at 8:32 A.M. by Trustee Cope in the Village Hall Board Conference Room.

II. Roll Call

- a. Mr. Petroschius called the Roll. A quorum was present.

III. Approval of Minutes

- a. The minutes of the August 14, 2013 meeting of CORB was delivered to the Committee in advance and reviewed. Trustee Klatzco made a motion to approve the minutes, seconded by Trustee Patel. The motion carried by voice vote, 3-0. The minutes were approved.

IV. Old Business – Residential Sprinklers - Additions

- a. Lieutenant Heineman presented new proposed language that has been modified based on the survey results requested by CORB at the previous meeting. Discussion ensued regarding the proposed language and the survey results. Considerations were made to what the appropriate language is that triggers the residential sprinkler requirements. Lieutenant Heineman indicated that the triggering term "repair" has been withdrawn from the proposed language. Considerations were made to developing an appeal process

starting with the Fire Chief and the Village Manager and to refine the language. The discussion will continue at the next CORB meeting.

- b. The proposed language from staff for residential home additions was discussed. Trustee Patel made a motion to recommend to the Village Board to add the following language to the Village Code, "Whenever a residential dwelling undergoes construction resulting in an addition that is 50% or greater than the size of the original structure, the entire structure shall be subject to the fire sprinkler protection requirements in accordance with the adopted codes applicable to new construction for the occupancy." Trustee Klatzco seconded the motion. The motion passed by voice vote, 3-0.

Chief Hansen and Lieutenant Heineman left the meeting at 9:25 A.M.

V. New Business – Commercial Vehicle Parking - Residential Streets and Driveways

- a. Trustee Cope introduced the item. Trustee Klatzco indicated that he is opposed to construction equipment in residential driveways and streets and expressed concerns with other aspects of the proposed Ordinance. Trustee Cope indicated that he is opposed to commercial vehicles parked in residential neighborhoods and fully supported the Traffic Commission recommendation. Trustee Patel indicated that he does not support the Traffic Commission recommendation. Discussion ensued. CORB debated the difference between commercial vehicles. There was consensus on CORB to concur with the recommendation by the Traffic Commission.
- b. Trustee Patel proposed the following recommendation to CORB: One commercial vehicle is allowed in a residential driveway between 7:00 p.m. and 7:00 a.m. on Monday through Saturday, with the following restrictions:
 - 1. Advertising space is restricted to three square feet on each side of the vehicle. No advertising is allowed on the front or rear of the vehicle.
 - 2. Roof top advertising is prohibited, except in the case of taxi vehicles. Taxi vehicles may display a taxi sign on the roof, up to the minimum size required by state law, and the only signs that are allowed are those required by state statute.
 - 3. The vehicle must be a single color.
 - 4. The vehicle height must be less than nine feet in height.
 - 5. Livery vehicles must be less than 22' in length and no markings may be on the vehicle.
 - 6. No permanent or semi-permanent equipment racks may be mounted to the vehicle.
 - 7. Non-permanent equipment typically used for commercial use may not be attached to the exterior of the vehicle; i.e., a ladder rack, etc.

8. Vehicles equipped with snow plows are only allowed between April 1 and October 31.
9. Vehicles restricted to "B" license plates or less. "D" license plates and above are prohibited.
10. Handicapped vehicles intended for non-commercial purposes are exempt from the restrictions in this section.
11. The following vehicles are prohibited at all times, except for the expeditious loading and unloading.
 - a. Snowmobiles
 - b. Boats
 - c. Wave Runners
 - d. Golf Carts
 - e. Trailers
 - f. Recreational Vehicles
 - g. Vehicles covered with a tarp or similar item
 - h. Construction equipment; i.e., bobcats, etc.

Trustee Cope directed staff to develop this recommendation in print for review at the next CORB meeting. CORB concurred. The next meeting will take place on Tuesday, August 26, 2014 at 8:30 A.M. in the Village Hall Board Conference Room.

VI. Public Comment

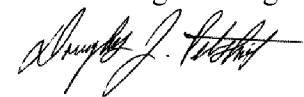
- a. None.

VII. Adjournment

- a. Trustee Patel made a motion to adjourn the meeting. Trustee Klatzco seconded the motion. The meeting was adjourned by voice vote at 10:16 AM., 3-0.

Minutes Recorded by:

Douglas Petroschius
Assistant Village Manager



Staff Liaison

DRAFT MINUTES



Committee on Ordinances, Rules, and Buildings Meeting Minutes

August 26, 2014

Village Hall Board Conference Room

6900 North Lincoln Avenue

Lincolnwood, Illinois 60712

Committee Members Present

Trustee Klatzco

Trustee Patel

Committee Members Absent

Trustee Cope

Others Present

Douglas Petroschius, Assistant Village Manager

Timothy Wiberg, Village Manager

Robert LaMantia, Police Chief

Ashley Engelmann, Assistant to the Public Works Director

Michael Hansen, Fire Chief

Clyde Heineman, Fire Prevention Bureau

Donald Gelfund, Traffic Commission Chair

Paul Eisterhold, Plan Commission Chair

I. Call to Order

- a. The meeting of the Committee on Ordinances, Rules, and Buildings (CORB) was called to order at 8:42 A.M. by Trustee Katzco in the Village Hall Board Conference Room.

II. Roll Call

- a. Mr. Petroschius called the Roll. A quorum was present.

III. Approval of Minutes

- a. The minutes of the July 8, 2014 meeting of CORB was delivered to the Committee in advance and reviewed. Trustee Patel made a motion to approve the minutes, seconded by Trustee Klatzco. The motion carried by voice vote, 2-0. The minutes were approved.

IV. Old Business – Residential Sprinklers - Additions

- a. Chief Hansen presented this item and the proposed language that was submitted to CORB in advance of the meeting. The requirement for a sprinkler system in a residence would be triggered when there would be 50% of the aggregate wall and ceiling framing would

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be removed from the project. This language was based off of other municipalities' requirements. The proposed language is as follows:

“NFPA 101® Life Safety Code® 2012 Edition (Proposed Change)

Chapter 43 Building Rehabilitation

43.6.4 Extinguishing Systems.

43.6.4.1 In a building with rehabilitation work areas involving modification, or reconstruction of over 50 percent of the aggregate building area, and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing automatic sprinkler systems shall be provided on the highest floor containing a rehabilitation work area and on all floors below in accordance with the requirements of other sections of this Code applicable to new construction for the occupancy.

43.6.4.2 On any story with rehabilitation work areas involving modification, or reconstruction of over 50 percent of the area of the story, and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing a sprinkler system shall be provided throughout the story in accordance with the requirements of other sections of this Code applicable to new construction for the occupancy.”

Trustee Patel expressed concern with the potential ambiguity with this proposed language. Mr. Wiberg indicated that it may be more simplistic to require sprinklers at the time of new construction or additions only. Lieutenant Heineman indicated that this proposed language is easier to interpret than the existing language. Discussion ensued. Trustee Klatzco indicated support for the proposed language but that the Fire Department should have an inspection during the process. Trustee Patel recommended that a policy requiring the applicant who is not required to install sprinklers to make it clear that he or she understands the sprinkler requirement in the event that the applicant expands the project scope to exceed 50% after receiving a building permit. Trustee Klatzco concurred.

Chief Hansen and Lieutenant Heineman exited the meeting at 9:40 A.M.

V. New Business – Commercial Vehicle Parking - Residential Streets and Driveways

- a. CORB discussed the proposed language which was developed at the previous meeting and provided to the Committee in advance. Discussion ensued. Trustee Klatzco recommended changing November 1 to March 31 instead of April 1 to October 31 and make racks for recreational use be permissible. Trustee Patel recommended that no equipment is allowed. Trustee Patel recommended removing the requirement for the commercial vehicles to be a single color. Trustee Patel recommended the prohibitions for roof top advertising. CORB concurred with the proposed changes. Mr. Eisterhold suggested permitting temporary cars. CORB concurred. Trustee Patel requested that staff review the size of livery vehicles and sprinter vans are in comparison to the proposed 22' length limit. Discussion ensued regarding the storing of boats in residential driveways. Mr. Wiberg recommended informing those residents with boats of the future Committee

DRAFT MINUTES

of the Whole meeting where this would be discussed. Trustee Patel further suggested that car covers be prohibited.

Trustee Patel recommended that this matter be referred to the Village Board at a Committee of the Whole meeting. CORB concurred. Mr. Wiberg suggested discussing this matter at the COTW first and then referring the matter to a recommending body and then notifying the affected members of the public for the Commission meeting. CORB concurred.

VI. Public Comment

- a. None.

VII. Adjournment

- a. Trustee Patel made a motion to adjourn the meeting. Trustee Klatzco seconded the motion. The meeting was adjourned by voice vote at 10:16 AM., 2-0.

Minutes Recorded by:

Douglas Petroschius
Assistant Village Manager

Staff Liaison



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: December 17, 2013

Subject: Traffic Commission Recommendation Regarding
Restricting Commercial and Recreational Vehicle Parking

The Traffic Commission has been reviewing, discussing and considering restricting commercial and recreational vehicle parking on residential streets and private driveways since November, 2011.

The current Code prohibits the on-street parking of commercial vehicles between 7:00 p.m. and 7:00 a.m. Commercial vehicles are defined as vehicles over 12,000 pounds, and/or vehicles bearing commercial markings and/or equipment. The Zoning Code prohibits parking any commercial vehicles over 12,000 pounds on a residential driveway, or more than one commercial vehicle less than 12,000 pounds on a residential driveway.

Enforcement of a commercial vehicle ordinance based on weight is challenging. The following are just two of many examples of trucks weighing over 12,000 pounds:



The Zoning Code requires boats and trailers to be parked in a fully enclosed structure from October 31st to April 1st, each year. It also requires snow mobiles and similar type vehicles to be parked in an enclosed structure from April 1st through November 30th

each year.

On October 24, 2013, the Traffic Commission unanimously voted to recommend the Village Board adopt an Ordinance “restricting boats, boat trailers, recreational vehicles, snow mobiles, livery vehicles, commercial vehicles on all residential streets and driveways between 7:00 p.m. and 7:00 a.m., except with temporary permission from the Police Department.” The Traffic Commission meeting minutes are attached.

The Commission made the recommendation for the following reasons:

1. Commercial and recreational vehicles adversely affect the character of residential neighborhoods. Commercial vehicles should be parked at the owner’s place of business, not his home. Persons who own recreational vehicles should understand that part of the cost of owning such a vehicle is the cost of proper storage.
2. There are challenges with enforcing the current Code with regard to recognizing Class 1 Commercial Vehicles. The current Code prohibits vehicles weighing over 12,000 pounds. The Village Code with regard to commercial vehicles and the Zoning Code with regard to recreational vehicles is attached.
3. There is a general concern regarding safety including the restricted line of sight at intersections caused by commercial vehicles, attractive nuisances, and the use of commercial vehicles in the commission of criminal acts. It is very common for criminals to use white panel vans and pick-up trucks in the commission of their crime.
4. A review of neighboring communities shows that restricting commercial and recreational vehicles is the norm. The Village’s current Code is the exception. A summary of the neighboring Codes is attached.

I am requesting this recommendation be discussed by the Village Board at a Committee of the Whole meeting.

Documents Attached

1. October 24, 2013 Approved Traffic Commission Minutes
2. Chapter 7 Traffic Code
3. Zoning Code Chapter 15 7.11 Off-Street Parking and Loading
4. Zoning Code Chapter 15.7.12 Parking and Storage of Recreational Vehicles...
5. Commercial and Recreational Vehicle Parking Summary

**Village of Lincolnwood
Traffic Commission Meeting Minutes
Thursday, October 24, 2013, 7:00 p.m.
Village Hall Council Chambers**

1) Call to Order

Commission Chair Gelfund called the meeting to order at 7:06 p.m.

2) Pledge to the Flag

Chair Gelfund led the Commission in the Pledge to the Flag.

3) Roll-call

Commissioners Mark Bonner, Antonio Costantino, Donald Gelfund, Georjean Nickell, Claude Petit, Scott Troiani, Assistant to the Public Works Director Ashley Engelmann, Village Engineer Jim Johnson, Officer Timothy Schaefer and Chief of Police Robert LaMantia were present.

Trustee Ronald Cope and Commissioner James Lee were absent.

4) Report by Chair

Chairman Gelfund reported on a recent Plan Commission meeting regarding the development of the Purple Hotel property. He indicated that there was a lot of discussion regarding a proposed traffic control signal at Chase and Lincoln, and the potential impact on traffic on Chase between Lincoln and Crawford.

5) Approval of Traffic Commission Minutes

Commissioner Troiani made a motion to approve the minutes from September 26, 2013. Commissioner Nickell seconded the motion. The motion was unanimously approved.

6) Unfinished Business

a) Alternate Side Parking Signage

Ms. Engelmann reported on Ms. Lydia Cohen's request to have signage regarding the Alternate Side Parking Ordinance posted on each residential street. The cost is \$9,000. Ms. Engelmann proposed adding eight additional signs, in addition to the signs posted on the arterial streets at each of the entrances to the Village. The cost of Ms. Engelmann's proposal is \$140. Commissioner Troiani made a motion to accept Ms. Engelmann's proposal. Commissioner Petit seconded. The motion was unanimously approved.

b) 4601 W. Touhy Avenue Traffic and Parking Challenges

Chief LaMantia reported on the on-going parking and traffic challenges in the

area of 4601 and 4711 W. Touhy. He reported that recently, staff had to remind the restaurant's valet service to remind drivers exiting the drive to turn right onto Kilpatrick to avoid creating a conflict with traffic on Touhy.

c) Standardization of Crosswalks

Mr. Jim Johnson presented his proposal to standardize crosswalk markings. Commissioner Bonner made a motion to recommend the Board accept the Crosswalk Design Guidelines as proposed. Commissioner Costantino seconded. The motion was unanimously approved.

d) Commercial and Recreational Vehicle Parking Restrictions

Mr. Paul Eisterhold, 6810 N. Lincolnwood Dr. spoke regarding the commercial and recreational vehicle ordinance. He said years ago, the Plan Commission worked for over two years to develop a commercial vehicle ordinance, only to have it changed by the Code of Ordinance and Review Board. He said the Commission worked very hard to be fair, but there were many occasions when residents parked motor homes, boats, and construction vehicles on their driveways for days, weeks and months. He asked the Commission to recommend restricting commercial and recreational vehicles from parking on residential streets and driveways.

Chief LaMantia reviewed commercial and recreational vehicle ordinances from several neighboring communities and after review and discussion, Commissioner Nickell said community appearance is a concern, and made a motion to recommend the Board restrict boats, boat trailers, recreational vehicles, snow mobiles, livery vehicles, commercial vehicles on residential streets and driveways between 7:00 p.m. and 7:00 a.m., except with temporary permission from the Police Department. Commissioner Bonner seconded. The motion was unanimously approved.

7) New Business

a) Central and Sauganash Turn Restrictions

Mr. James Persino, 6700 W. Sauganash spoke regarding the turn restrictions from Central to Sauganash. Mr. Persino said that there used to be two signs at Central at Sauganash restricting turns, but one sign was knocked down in a traffic crash about a year ago, and never replaced. He said he has lived in the Village since 1979, and the only people violating the Ordinance now are the neighbors. Prior to the development of the Village Crossing, employees from Teletype would cut through the neighborhood. However, that has not been a problem for many years. Everyone thought the theaters (Village Crossing) would create traffic problems, but they have not. Today, most of the drivers violating the signs are residential neighbors.

Chief LaMantia recommended the Commission defer any discussion or action

and notify the neighbors the request will be discussed at a future meeting. He recommended also consider removing the turn restrictions at Central and Ionia, and Central and Dowagiac.

Commissioner Troiani made a motion to table the discussion until the December 5, 2013 meeting and notify the neighbors. Commissioner Nickell seconded. The motion was unanimously approved.

b) Line of Sight Pratt and LeClaire

Chief LaMantia reported on the line of sight at Pratt and LeClaire. He indicated that during the past summer, the Illinois Department of Transportation closed the eastbound exit ramp from the Edens Expressway to Touhy. Most of the eastbound traffic used the westbound exit, turned left onto LeClaire, left onto Pratt, and headed east.

Staff proactively temporarily restricted parking for the 98' (feet) on the north side of Pratt, west of LeClaire to improve the line of sight for southbound LeClaire traffic. There were no line of sight related motor vehicle traffic crashes during the three month construction period. Based on the positive results, staff recommended the Commission restrict parking in this area to "compact car only." The neighbors were notified the Commission would be considering this matter. One resident contacted Chief LaMantia in advance of the meeting and asked that the same consideration be given to the east side of Pratt.

Commissioner Bonner made a motion to restrict parking on the north side of Pratt 98' (feet) west of LeClaire. This is approximately four car lengths or to the first residential driveway. Commissioner Troiani seconded. The motion was unanimously approved.

c) 2014 Meeting Dates

Commissioner Bonner made a motion to table this matter until the December 5, 2013 meeting. Commissioner Petit seconded. The motion was unanimously approved.

8) Public Forum

None

9) Report by Staff

- a) Chief LaMantia reported on providing information on Resident Only Parking to the residents on the 6400 block of Kimball following the September Traffic Commission meeting.

b) Chief LaMantia reported that Airoom's request for Designated Parkway Parking will be on the next Village Board Committee of the Whole agenda.

c) Chief LaMantia reported on several parking complaints received from the neighbors south of Meatheads Restaurant.

10) Good of the Order

None

11) Adjournment

There being no further business, Commissioner Bonner made a motion to adjourn the meeting at 9:25 p.m. Commissioner Costantino seconded the motion. The motion was unanimously approved.

VILLAGE OF LINCOLNWOOD**Chapter 7. TRAFFIC CODE****Article 2. THROUGH STREETS; STOP STREETS; ONE-WAY STREETS; LOAD LIMITS; PROHIBITED AND RESTRICTED PARKING****7-2-24. Parking commercial vehicles on public streets.**

(A) Definitions. The following definitions shall apply in the interpretation and enforcement of this Section 7-2-24:

COMMERCIAL VEHICLE

For purposes of this Chapter 7, all commercial vehicles shall be classified as either Class 1 or Class 2 commercial vehicles. Any trailer including, but not limited to, tar hoppers, generators, cement mixers, or any portable construction or maintenance equipment that is not a recreational vehicle (as defined in Section 7-2-17 of this Code) camper trailer, a travel trailer, or a recreational vehicle trailer (as defined in Section 7-2-17 of this Code), shall be deemed a commercial vehicle. Unless otherwise provided, any reference in this Section 7-2-24 to commercial vehicles shall be deemed to be made to both Class 1 and Class 2 commercial vehicles. Class 2 vehicles used for snowplowing which have snowplow blades attached and which lack commercial markings or lettering indicating that the vehicle is used for commercial or industrial purposes are not commercial vehicles for purposes of this definition for the period commencing November 15 and ending April 15 each year.

(1) **CLASS 1** — Class 1 commercial vehicle shall mean any vehicle, other than a recreational vehicle, regardless of the use to which the vehicle is put or intended or designed to serve and regardless of any other classification system made applicable to vehicles by any other governmental body, that weighs in excess of 12,000 pounds in gross weight.

(2) **CLASS 2** — Class 2 commercial vehicle shall mean any vehicle that is not a recreational vehicle or a Class 1 commercial vehicle that is operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for hire or not for hire, including, without limitation (unless otherwise specified), the following:

(a) Commercial markings: Any such vehicle bearing commercial markings or lettering indicating that the vehicle is used for commercial or industrial purposes.

(b) Removable equipment: Any such vehicle bearing removable equipment or merchandise, excluding trailer hitches, camper type tops (not higher than one foot above the high point of the truck cab roof) and truck bed storage boxes, stored on the exterior of the vehicle.

TRAILER

Any vehicle or portable structure constructed so as to permit occupancy thereof for lodging or dwelling purposes or for the use as an accessory building or structure in the conduct of a business, trade or occupation, and which may be used as a conveyance on streets and highways, by its own or other motive power; a portable structure supported by wheels, jacks, horses, skids or blocks without a permanent foundation which is towed or hauled by another vehicle and, whether occupied or not, used for temporary human occupancy, carrying materials, goods or objects, livestock, or use as a temporary office.

(B) Use of public streets. Commercial vehicles or trailers shall not be permitted to park on any public street, thoroughfare or alley within the Village between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, nor between the hours of 7:00 p.m. on Saturday and 7:00 a.m. on Monday.

(C) Penalty. Any person who shall violate any of the provisions of this Section 7-2-24 shall be subject to a fine as set forth in Section 7-2-31 of this Code.

Village of Lincolnwood

Chapter 15. ZONING

Article VII. OFF-STREET PARKING AND LOADING

7.11. Parking and storage of commercial vehicles and trailers in residential districts.

(1) Parking and storage defined. For purposes of this Section 7.11, the parking or storage of commercial vehicles and trailers, shall mean the parking of any such vehicle at any time.

(2) Parking and storage of commercial vehicles and trailers. The parking and storage of commercial vehicles and trailers in residential districts shall comply with the following restrictions:

a. Class 1 commercial vehicles and trailers. All Class 1 commercial vehicles or trailers must be parked or stored in a fully enclosed building or fully enclosed structure at all times, subject only to the exceptions stated herein. No Class 1 commercial vehicle or trailer shall be parked or stored in any unenclosed parking lot or parking area on any zoning lot in a residential district, except for the period necessary for the reasonable expeditious loading or unloading of such vehicle or in conjunction with the performance of a service or delivery for the benefit of the lot or its owners or occupants.

b. Class 2 commercial vehicles and trailers. Not more than one Class 2 commercial vehicle may be parked or stored in an unenclosed parking space per zoning lot. All other Class 2 commercial vehicles or their trailers must be parked or stored in a fully enclosed building or fully enclosed structure at all times except for the period necessary for the reasonable expeditious loading or unloading of a such vehicle or in conjunction with the performance of a service or delivery for the benefit of the lot or its owners or occupants. Notwithstanding the foregoing, nothing herein shall permit a detached trailer to be parked or stored in any unenclosed parking lot or parking area on any zoning lot in a residential district.

c. Impervious surface required. Those Class 2 commercial vehicles not restricted to parking in fully enclosed parking lots, garages or parking areas as required by Section 7.11(2)(b) above, shall be parked or stored on an all weather asphalt or concrete pavement surface in accordance with Village requirements and this Zoning Ordinance.

(3) Storage of vehicles in garages. A commercial vehicle or trailer may be stored in a fully enclosed garage or accessory structure in a residential district provided that said garage or accessory structure complies with all applicable provisions of this Zoning Ordinance.

(4) Construction sites. The regulations prohibiting the outdoor parking or storage of commercial vehicles and trailers set forth herein shall not apply where commercial vehicles or trailers are parked or stored on a zoning lot where improvements to that zoning lot are actively being constructed pursuant to a current, valid Village permit. Notwithstanding the foregoing, no owner, occupant, or any contractor or agent of an owner or occupant, shall park or store any commercial vehicle or trailer on any zoning lot in a residential district for an indefinite period of time during the permit period. Only those commercial vehicles or trailers which are used to facilitate the construction authorized by Village permit shall be exempt from the regulations set forth in this Article VII.

(5) Exemption for commercial vehicles registered to educational, religious or charitable organizations. The Board of Trustees or a committee thereof, upon proper written application by the owner of a vehicle which would otherwise be classified as a commercial vehicle under this Zoning Ordinance, and which vehicle is registered to an educational, religious or charitable organization, and the vehicle is used for educational, religious or charitable purposes, may after due consideration, exempt such vehicle from the requirements of this Article VII. An applicant for a permit to exempt a vehicle may be required to submit certain documents as part of the application process including: 1) a written statement of recent date by the Attorney General of Illinois that the organization is in compliance with the provisions of 225 Illinois Compiled Statutes 460/2 of An Act to Regulate Solicitation and Collection of Funds for Charitable Purposes, and such statute as may hereafter be amended; 2) a written statement from the Internal Revenue Service that the organization is a tax exempt organization under the Internal Revenue Code of the United States, Section 501(c)(3). Any vehicle so exempted must be in a fully operational condition.

VILLAGE OF LINCOLNWOOD

Chapter 15. ZONING

Article VII. OFF-STREET PARKING AND LOADING

7.12. Parking and storage of recreational vehicles, recreational vehicle trailers, and mobile homes in all zoning districts.

(1) Parking and storage. This Section 7.12 governs the parking and storage of recreational vehicles, recreational vehicle trailers and mobile homes at any time.

(2) Fully enclosed parking required; unenclosed parking or storage prohibited. Except as permitted in Article III, Section 3.11 (mobile homes or trailers used as temporary offices), any recreational vehicle, recreational vehicle trailer or mobile home shall be parked or stored in a fully enclosed building or fully enclosed structure. No recreational vehicle, recreational vehicle trailer or mobile home shall be parked or stored in any unenclosed parking lot or parking area on any zoning lot in any zoning district, except for the period necessary for the reasonable expeditious loading or unloading of such vehicle, and except as set forth below.

a. Limited exception; grace period. Recreational vehicles may be parked in an unenclosed parking lot or parking area for up to 48 consecutive hours. Notwithstanding the foregoing, the following specific regulations apply to certain seasonal types of recreational vehicles:

i. Boats and boat trailers shall be parked in a fully enclosed building or structure for the period commencing October 31 and ending April 1 each year.

ii. Snowmobiles, snowmobile trailers, ice sailing craft and trailers used to transport such craft, or any other similar recreational vehicle (and trailer) used for transport over ice or snow, shall be parked in a fully enclosed building or structure for the period commencing April 1 and ending November 30 each year.

b. No exception for empty trailers. Empty recreational vehicle trailers shall be parked or stored in a fully enclosed building or structure and shall not be permitted to be parked in any other manner.

(3) Parking and storage of vehicles in fully enclosed garages. A recreational vehicle, recreational vehicle trailer or mobile home may be parked or stored in a fully enclosed garage or accessory structure in any zoning district provided that said garage or accessory structure complies with all applicable provisions of this Zoning Ordinance.

(4) Parking and storage of vehicles in storage facilities. A recreational vehicle, recreational vehicle trailer or mobile home may be stored in a facility where the storage of property is the primary business of such facility or in a facility where the parking or storage of recreational vehicles, recreational vehicle trailers or mobile homes for display prior to sale or storage prior to delivery may be permitted on a lot in districts where establishments manufacturing such vehicles are permitted uses or special uses and such use complies with all applicable provisions of this Zoning Ordinance.

(5) Utility hookups. It shall be unlawful for any Recreational vehicle, recreational vehicle trailer or mobile home to be connected to any public utility except for required servicing and maintenance of any recreational vehicle, recreational vehicle trailer or mobile home.

(6) Residential use prohibited. No recreational vehicle, recreational vehicle trailer or mobile home shall be occupied for lodging or dwelling purposes in the Village.

(7) Unsafe conditions. It shall be unlawful to park or store a recreational vehicle, recreational vehicle trailer or mobile home in a manner which creates a dangerous or unsafe condition. A dangerous or unsafe condition shall include but shall not be limited to:

a. Parking or storage in an unlocked condition.

b. Parking or storage with flammable liquids aboard in portable containers.

c. Parking or storage in such a manner that a recreational vehicle or recreational vehicle trailer, or mobile home, whether loaded or not, may readily tip or roll.

(8) Location on lot. Any recreational vehicle or recreational vehicle trailer when parked or stored must be fully contained within the zoning lot and shall not extend into the public right-of-way. In no event shall the recreational vehicle or recreational vehicle trailer create a visual or safety hazard for pedestrians or vehicular traffic.

(9) Effective date. This Article VII, shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Traffic Commission
Summary of Commercial and
Recreational Vehicle Parking

City of Chicago

A commercial vehicle may only park on the street if it is providing deliveries or services to customers. For example, contractors, electricians, plumbers, or delivery persons may park the commercial trucks when they are providing services to customers, or if there is any other expeditious loading or unloading.

City of Evanston

It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City which meets the standards described in the following Subsections:

Residential Areas

It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City in which more than one-half ($\frac{1}{2}$) of the buildings are used for residential purposes. This restriction shall be in effect between nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M., every day. "Commercial vehicle" and "bus" as used in this Subsection shall refer to those vehicles defined as such in the Illinois Vehicle Code.

Nonresidential Areas

It shall be unlawful for any person to park a commercial vehicle or bus in any block in the City in which signs have been posted indicating this prohibition, for a longer period than is required for the expeditious loading or unloading of such vehicles.

Village of Skokie

No person shall stand or park any commercial truck, tractor, semi-trailer, trailer, bus or commercial vehicle on any street in a residential district for a longer period than is necessary for the expeditious loading or unloading of such vehicle, except that a driver of a bus may park such bus in a designated bus stand as provided in this article. Between the hours of 9:30 p.m. and 7:00 a.m., no motor vehicle shall, for the purpose of loading or unloading, be parked, stopped or stored on any alley adjacent to any dwelling, or on any street in a business within 150 feet of any dwelling.

Vehicles allowed in residential, mixed-use, or business zoning district. Only the following motor vehicles shall be allowed to stand or park on any street in a residential, mixed-use, or business zoning district:

1. Motorcycles
2. Passenger vans with RV license plates.
3. Non-commercial vehicles under 8,000 pounds with passenger or Class B license plates.

- a. Non-commercial vehicles. For the purpose of this section, those factors that determine a non-commercial vehicle shall include, but not be limited to, all of the following:
 - i. Single rear wheels only.
 - ii. No signs, advertisements, business identifications or business license plates.
 - iii. No attached auxiliary equipment including, but not limited to plows, equipment racks or storage boxes or lockers.
4. No debris, construction materials or equipment intended for commercial or business use may be present whether in the open or covered by removable material or fabric.
5. Cargo and panel vans that comply with items 1 through 4 above and have side and rear windows and seating behind the driver's seat.
6. No person shall stand or park any commercial truck, tractor, semi-trailer, trailer bus, public passenger vehicle or commercial vehicle on any street in the Village for a longer period than 60 minutes or for such time as is necessary for the expeditious loading or unloading of such vehicle. Notwithstanding the forgoing sentence, commercial vehicle parking, including, but not limited to, tractor trailer and semi-trailers, is allowed in legally authorized parking spaces or areas in the Manufacturing District.
7. Any truck, tractor, semi-trailer, trailer, bus or commercial vehicle parked in violation of this section is hereby declared to be a nuisance, which may be abated by any police officer by ticketing and/or removing such vehicle to the Village vehicle pound or to any authorized garage.
8. No person shall store any truck, tractor, semi-trailer, trailer, bus or commercial vehicle on any street.
9. Parking of boats, boat trailers and recreational vehicles.

For purposes of this section, a recreational vehicle is a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses. A recreational vehicle shall include the following: travel trailer, pickup coach, motorized home, camping trailer, and any other recreational vehicle or recreational trailer bearing a recreational license plate, i.e., "RV," "RT," or "TA."

10. No boat, boat trailer, or recreational vehicle shall be permitted to park, stand or load in any residential street except with the prior approval by the Village Police

Department. This approval shall be granted for loading or unloading purposes only and shall specify the date and time of its applicability. This prohibition shall not apply to stock vans bearing "RV" or passenger license plates which have not been modified in such a manner as to increase their length, width or height.

11. Any vehicle parked in violation of this section is declared to be a nuisance, which may be abated by any police officer by removing such vehicle to the Village vehicle pound or to any authorized garage.

Village of Wilmette

No person shall stand or park any truck, tractor, semi-trailer, trailer, bus, or public passenger vehicle on any street for a longer period than is necessary for reasonably expeditious loading or unloading of such vehicle except as otherwise provided in this chapter. This prohibition shall include, but not be limited to a camping trailer, a house painting trailer, a construction trailer, a boat trailer and a snowmobile trailer, but it shall not include a van used for noncommercial purposes.

[Close](#)[Print](#)Resize: *Village of Lincolnwood, IL
Monday, February 23, 2015*

Chapter 15. Zoning

Article VII. OFF-STREET PARKING AND LOADING

7.11. Parking and storage of commercial vehicles and trailers in residential districts.

- (1) Parking and storage defined. For purposes of this Section 7.11, the parking or storage of commercial vehicles and trailers, shall mean the parking of any such vehicle at any time.
- (2) Parking and storage of commercial vehicles and trailers. The parking and storage of commercial vehicles and trailers in residential districts shall comply with the following restrictions:
 - a. Class 1 commercial vehicles and trailers. All Class 1 commercial vehicles or trailers must be parked or stored in a fully enclosed building or fully enclosed structure at all times, subject only to the exceptions stated herein. No Class 1 commercial vehicle or trailer shall be parked or stored in any unenclosed parking lot or parking area on any zoning lot in a residential district, except for the period necessary for the reasonable expeditious loading or unloading of such vehicle or in conjunction with the performance of a service or delivery for the benefit of the lot or its owners or occupants.
 - b. Class 2 commercial vehicles and trailers. Not more than one Class 2 commercial vehicle may be parked or stored in an unenclosed parking space per zoning lot. All other Class 2 commercial vehicles or their trailers must be parked or stored in a fully enclosed building or fully enclosed structure at all times except for the period necessary for the reasonable expeditious loading or unloading of a such vehicle or in conjunction with the performance of a service or delivery for the benefit of the lot or its owners or occupants. Notwithstanding the foregoing, nothing herein shall permit a detached trailer to be parked or stored in any unenclosed parking lot or parking area on any zoning lot in a residential district.
 - c. Impervious surface required. Those Class 2 commercial vehicles not restricted to parking in fully enclosed parking lots, garages or parking areas as required by Section 7.11(2)(b) above, shall be parked or stored on an all weather asphalt or concrete pavement surface in accordance with Village requirements and this Zoning Ordinance.
- (3) Storage of vehicles in garages. A commercial vehicle or trailer may be stored in a fully enclosed garage or accessory structure in a residential district provided that said garage or accessory structure complies with all applicable provisions of this Zoning Ordinance.
- (4) Construction sites. The regulations prohibiting the outdoor parking or storage of commercial vehicles and trailers set forth herein shall not apply where commercial vehicles or trailers are parked or stored on a zoning lot where improvements to that zoning lot are actively being constructed pursuant to a current, valid Village permit. Notwithstanding the foregoing, no owner, occupant, or any contractor or agent of an

owner or occupant, shall park or store any commercial vehicle or trailer on any zoning lot in a residential district for an indefinite period of time during the permit period. Only those commercial vehicles or trailers which are used to facilitate the construction authorized by Village permit shall be exempt from the regulations set forth in this Article **VII**.

- (5) Exemption for commercial vehicles registered to educational, religious or charitable organizations. The Board of Trustees or a committee thereof, upon proper written application by the owner of a vehicle which would otherwise be classified as a commercial vehicle under this Zoning Ordinance, and which vehicle is registered to an educational, religious or charitable organization, and the vehicle is used for educational, religious or charitable purposes, may after due consideration, exempt such vehicle from the requirements of this Article **VII**. An applicant for a permit to exempt a vehicle may be required to submit certain documents as part of the application process including: 1) a written statement of recent date by the Attorney General of Illinois that the organization is in compliance with the provisions of 225 Illinois Compiled Statutes 460/2 of An Act to Regulate Solicitation and Collection of Funds for Charitable Purposes, and such statute as may hereafter be amended; 2) a written statement from the Internal Revenue Service that the organization is a tax exempt organization under the Internal Revenue Code of the United States, Section 501(c)(3). Any vehicle so exempted must be in a fully operational condition.

[Close](#)[Print](#)Resize: *Village of Lincolnwood, IL
Monday, February 23, 2015*

Chapter 15. Zoning

Article VII. OFF-STREET PARKING AND LOADING

7.12. Parking and storage of recreational vehicles, recreational vehicle trailers, and mobile homes in all zoning districts.

- (1) Parking and storage. This Section 7.12 governs the parking and storage of recreational vehicles, recreational vehicle trailers and mobile homes at any time.
- (2) Fully enclosed parking required; unenclosed parking or storage prohibited. Except as permitted in Article III, Section 3.11 (mobile homes or trailers used as temporary offices), any recreational vehicle, recreational vehicle trailer or mobile home shall be parked or stored in a fully enclosed building or fully enclosed structure. No recreational vehicle, recreational vehicle trailer or mobile home shall be parked or stored in any unenclosed parking lot or parking area on any zoning lot in any zoning district, except for the period necessary for the reasonable expeditious loading or unloading of such vehicle, and except as set forth below.
 - a. Limited exception; grace period. Recreational vehicles may be parked in an unenclosed parking lot or parking area for up to 48 consecutive hours. Notwithstanding the foregoing, the following specific regulations apply to certain seasonal types of recreational vehicles:
 - i. Boats and boat trailers shall be parked in a fully enclosed building or structure for the period commencing October 31 and ending April 1 each year.
 - ii. Snowmobiles, snowmobile trailers, ice sailing craft and trailers used to transport such craft, or any other similar recreational vehicle (and trailer) used for transport over ice or snow, shall be parked in a fully enclosed building or structure for the period commencing April 1 and ending November 30 each year.
 - b. No exception for empty trailers. Empty recreational vehicle trailers shall be parked or stored in a fully enclosed building or structure and shall not be permitted to be parked in any other manner.
- (3) Parking and storage of vehicles in fully enclosed garages. A recreational vehicle, recreational vehicle trailer or mobile home may be parked or stored in a fully enclosed garage or accessory structure in any zoning district provided that said garage or accessory structure complies with all applicable provisions of this Zoning Ordinance.
- (4) Parking and storage of vehicles in storage facilities. A recreational vehicle, recreational vehicle trailer or mobile home may be stored in a facility where the storage of property is the primary business of such facility or in a facility where the parking or storage of recreational vehicles, recreational vehicle trailers or

mobile homes for display prior to sale or storage prior to delivery may be permitted on a lot in districts where establishments manufacturing such vehicles are permitted uses or special uses and such use complies with all applicable provisions of this Zoning Ordinance.

- (5) Utility hookups. It shall be unlawful for any Recreational vehicle, recreational vehicle trailer or mobile home to be connected to any public utility except for required servicing and maintenance of any recreational vehicle, recreational vehicle trailer or mobile home.
- (6) Residential use prohibited. No recreational vehicle, recreational vehicle trailer or mobile home shall be occupied for lodging or dwelling purposes in the Village.
- (7) Unsafe conditions. It shall be unlawful to park or store a recreational vehicle, recreational vehicle trailer or mobile home in a manner which creates a dangerous or unsafe condition. A dangerous or unsafe condition shall include but shall not be limited to:
 - a. Parking or storage in an unlocked condition.
 - b. Parking or storage with flammable liquids aboard in portable containers.
 - c. Parking or storage in such a manner that a recreational vehicle or recreational vehicle trailer, or mobile home, whether loaded or not, may readily tip or roll.
- (8) Location on lot. Any recreational vehicle or recreational vehicle trailer when parked or stored must be fully contained within the zoning lot and shall not extend into the public right-of-way. In no event shall the recreational vehicle or recreational vehicle trailer create a visual or safety hazard for pedestrians or vehicular traffic.
- (9) Effective date. This Article **VII**, shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS,
JANUARY 20, 2015**

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6 PM, Tuesday, January 20, 2015 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

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

PRESENT: President Turry, Trustees Patel, Sprogis-Marohn (7:20), Cope, Elster, Klatzco, Leftakes

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Charles Meyer, Assistant to the Village Manager; Douglas Petroschius, Assistant Village Manager; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Charles Greenstein, Village Treasurer; Timothy Clarke, Director of Community Development; Aaron Cook Community Development Manager; Paul Eisterhold, Chair, Plan Commission.

Approval of Minutes

Minutes of the January 6, 2015 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Leftakes moved to approve the minutes as presented, Trustee Elster seconded the motion.

The motion passed with a Voice Vote

Regular Business

1. Discussion Concerning Commercial Vehicle Parking

This item was presented by Chief LaMantia using PowerPoint.

***On October 24, 2013, the Traffic Commission recommended restricting commercial and recreational vehicle parking on residential streets and private driveways.**

***On February 20, 2014, the Traffic Commission revised its recommendation to only restrict commercial vehicles parking on residential streets and private driveways. Recreational vehicles were excluded from the recommendation.**

***The Village Board discussed the Traffic Commission's recommendation on four occasions over the past year:**

- December 17, 2013
- April 17, 2014
- May 20, 2014
- June 3, 2014

*On June 3, 2014, the Village Board referred the Traffic Commission's recommendation to CORB for further review.

*On July 8 and August 20, 2014, CORB reviewed the Traffic Commission's recommendation and proposed that the Village Board consider the following:

CORB recommended only one commercial vehicle be allowed on a private driveway with the following restrictions:

1. Advertising space is restricted to three square feet on each side of the vehicle. Advertising on the front or rear of vehicle is prohibited
2. Roof top advertising is prohibited except in the case of taxi vehicles. Taxi vehicles may display a standard sign on the roof.
3. The total vehicle height must be less than nine feet.
4. Livery vehicles must be less than twenty two feet in length and no markings may be on the vehicles.
5. Permanent or semi-permanent equipment racks mounted to a commercial vehicle are prohibited
6. Non-permanent equipment typically used for commercial use, attached to the exterior of the vehicle; i.e., a ladder rack is prohibited.
7. Vehicles equipped with snow plows are only allowed between November 1st and March 31st.
8. Vehicles restricted to "B" license plates or less. "D" license plates and above are prohibited.
9. Construction equipment; i.e., bobcats, snowplows, etc. are prohibited.
10. Vehicles covered by a tarp or any type of cover are prohibited.
11. Snowmobiles are prohibited.
12. Boats are prohibited.
13. Campers are prohibited.
14. Motor homes are prohibited.
15. Wave runners are prohibited.
16. Golf carts are prohibited.
17. Trailers are prohibited.
18. Handicapped vehicles intended for non-commercial purposes are exempt from the restrictions in this section.

If the Village Board concurs with CORB's recommendations, staff recommends the following:

Refer the matter to the Plan Commission to remove the regulations from the Zoning and subsequently place them into the Village Code.

Discussion ensued with concerns identified and suggestions provided.

Trustee Cope moved to refer this item to the Plan Commission for review of both the Traffic Commission and the CORB recommendations concerning regulations governing the parking of commercial vehicles on driveways, seconded by Trustee Leftakes.

Upon Roll Call the results were:

AYES: Trustees Cope, Leftakes, Patel, Sprogis-Marohn, Elster, Klatzco

NAYS: None

The motion passed

2. Discussion Concerning a Potential Bus Route on Devon Avenue

Due to time constraints a short discussion ensued.

Further information regarding bus schedules is required. It was suggested that a possible discussion with Chicago Alderman would be valuable.

Consensus was to wait for further information from outside the Village.

Trustee Leftakes read the following portions of a letter from Attorney Joel Cooper:

Per our discussion below is a brief overview of those items which North Capital and Fairmont Properties believe will enhance the overall development.

1. Fairmont Properties – 17 years of mixed use experience nationally, all within context of public private partnerships involving projects similar in size and scope to the Shoppes at Lincoln Pointe. Development enterprise value in excess of \$1.3B
2. Replaced underground parking with on-grade/above grade parking resulting in a more open and well-lit and more accessible parking amenity. Additionally, in excess of 250 net new spaces are created. Most notably, the parking distribution throughout the development is better suited for the projected muses and ultimately the Projects patrons.
3. Open space has been reallocated between storefronts along main thoroughfare resulting in enhanced outdoor dining opportunities, wider sidewalks, safer crossings and an intimacy more appropriate for the scale of the Project.

Our immediate next step is to work with the financial consultants to provide updated projections.

Adjournment

At 7:28 PM Trustee Leftakes moved to adjourn the Committee of the Whole, seconded by Trustee Patel. The motion passed with a Voice Vote.

Respectfully Submitted



Beryl Herman
Village Clerk



MEMORANDUM

TO: Timothy Wiberg, Village Manager

FROM: Charles Meyer, Assistant to the Village Manager

DATE: May 29, 2015

SUBJECT: Bus Route Implementation

Background

On February 17, 2015, staff presented findings on a survey of residents about potential implementation of a fixed-route bus system in Lincolnwood using a 12-person bus leased through Pace. During the meeting, the Village Board directed staff to contact Niles and other comparable entities to gather more information about implementing a bus program. As part of this process, the Village surveyed communities that use the 12-person bus through Pace and met with the Niles Public Works Department to discuss their program.

Survey Results

The Village conducted a survey of other local government entities that utilize the 12-person bus provided by Pace. The survey was conducted by staff to inform the Village of assumptions related to anticipated expenses for vehicle operation such as preventative maintenance, fuel and staffing. The other communities utilize a leased bus for day trips for senior programs or for point-to-point transport marketed to seniors. This is considered a “Door-to-Door” service in which the Pace vehicle operates like a taxi cab with a route that is determined by the passenger(s) without a fixed route in any given day. This is in contrast to the desired fixed route that would operate continuously for several hours every weekday as discussed by the Board. That being said, the information provided through this survey helped staff to determine the anticipated costs for the desired program. The communities that were contacted by the Village operated significantly different programs in which the average annual per bus cost to operate a bus ranged from \$24,000 to \$98,186 for the two communities that responded to Lincolnwood’s request for information. The total costs are contained in the table below:

Community	Fare Charged	Type of Program	Number of Buses	Total Expense
Hanover Township	\$1.00 (donation)	Door-to-Door	2	\$48,000
Rich Township	\$3.00 - \$15.00	Door-to-Door	9	\$883,677

The most significant cost factor for the Rich Township program was the use of full-time labor to operate the program. According to Pace, the 12-person bus (shown below) is used solely for the “Door-to-Door” program. In addition, no communities operate a bus program using the 12-person bus similar to the proposed fixed-route program discussed further in this memorandum. Pace indicated that no other communities operate a program similar to the proposal contained in this memorandum.



(12-Person Bus Available with Pace)

Niles Free Bus System

Per the Village Board’s direction, staff met with the Niles Public Works Department to determine potential costs and operational needs for implementing a bus program. By way of background, Niles has operated a free bus program since 1973 that serves three routes with 11 buses at an annual cost of \$1,600,000. As with the survey of other programs, the Village asked Niles questions about preventative maintenance, fuel costs, insurance, and staffing.

In discussing the Village’s goals and expectations for operating the Pace bus route, Niles provided advice regarding potential issues and concerns in advance of implementing a route. Specifically, Niles relayed that in structuring a route, the bus should stay on public roads and not enter malls or other parking lots. This concern is based on the higher potential for accidents in these congested areas. Niles also provided the following insights on the 12-person bus available through Pace:

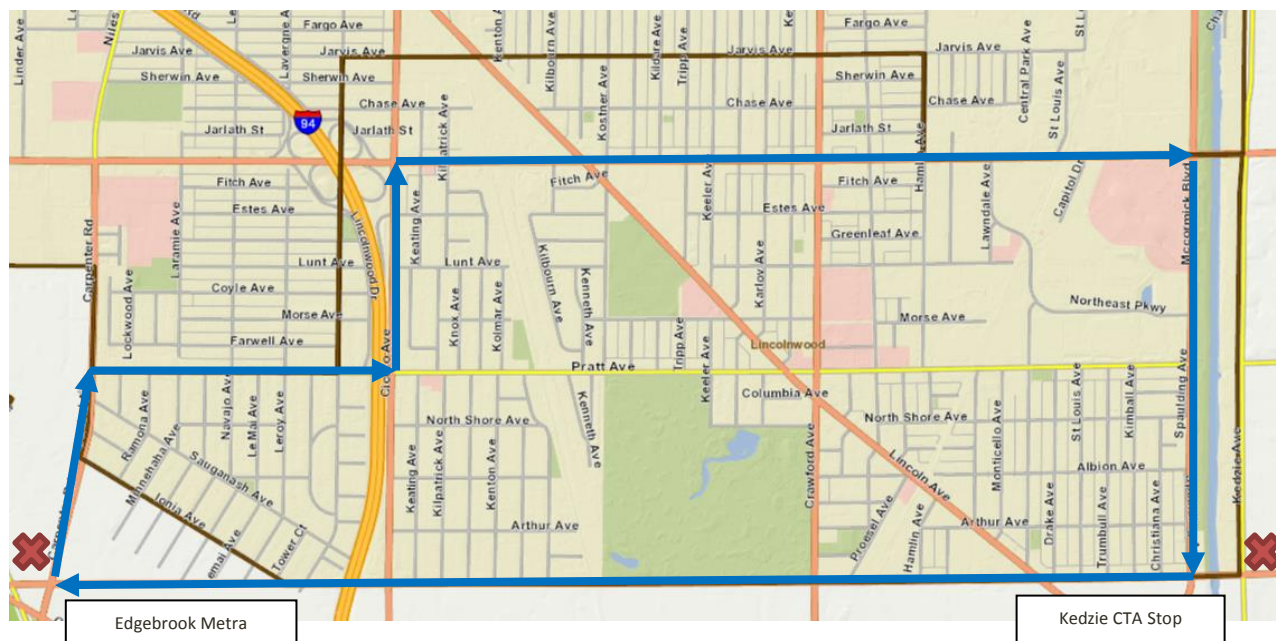
- There will be extra costs related to the bus utilizing gasoline instead of diesel fuel. The 12-person bus uses gasoline which is not as fuel efficient as the larger buses that operate on diesel fuel.
- The vehicle does not have sufficient size to accommodate larger groups. If the Village were to use the 12 person bus, Niles recommended that the Village leases two buses from Pace to operate on the route simultaneously.
- There is no room for storage on the 12 person bus. Riders with grocery bags, backpacks or luggage would have to hold the items on their laps.

- The vehicle is not ideal for fixed routes that operate on a continuous schedule. While the bus is efficient at providing service for large groups and to serve as a taxi service for residents, it is not ideal for the rigors of regular bus service. This statement was reflected in the uses from comparable communities that utilized the buses for taking senior residents to areas of the community / region, but not for regular bus service. It was also noted that the mechanism used for the ADA component on the 12 person bus had several moving parts and may lead to additional maintenance concerns.

In light of these concerns, Niles recommended that the Village evaluate a larger diesel-powered bus normally utilized by Pace as an option as those buses are designed for the fixed route desired by the Village. The Village contacted Pace regarding the potential cost for this option and it is likely that such a vehicle would not be available to the Village through Pace, stating that their community transit programs only allow for the 12-person bus or a smaller conversion van. If the Village is interested in purchasing a larger bus, staff can investigate opportunities to purchase such a vehicle.

Financial Impact

In determining the potential cost for operating a fixed bus route with the 12 person Pace bus, the Village made assumptions related to expenses based on the aforementioned survey and meeting with Niles. Additionally, the Village created a draft route that would encircle the Village and provide connection to areas of interest including the Devon-Kedzie bus stop, Edgebrook Metra Station and the Lincolnwood Town Center Mall. The route used for these calculations is below in blue:



Using the route as a guide and information from comparable communities, the Village estimated the annual cost for such a program as:

Item	Cost
Deposit on Vehicles (One time cost)	\$2,000
Personnel (Drivers)	\$50,802
Maintenance (Parts and Labor)	\$17,760
Gasoline	\$21,060
Insurance (Draft Estimate)	\$6,000
Lease	\$2,400
Total	\$100,022

In terms of analyzing the potential cost for the program, the anticipated route would operate for approximately five hours each day, for approximately 2.5 hours in the morning and 2.5 hours in the afternoon, where it would complete nine cycles of the route daily. The last route of the morning and afternoon cycles would operate longer to ensure all passengers from the train get to their desired stop. To ensure that sufficient coverage is provided, two buses would be utilized per the recommendation by Niles. During the selected timeframe, there are 14 different trains that service the Edgebrook Metra Train Station. Based on this information and anticipated personnel costs, it is estimated that the annual cost for the program will be \$100,022.

The Village's insurance provider, IRMA, provided an estimate for insurance costs for the proposed system and found that the annual expense would be approximately \$6,000. The Village's current insurance coverage with IRMA would not be eligible for bus service, so the Village would need to create a separate policy for the bus insurance. Additionally, IRMA provided the Village with information from the Bureau of Labor Statistics that shows bus drivers have a higher incident rate for occupational injuries and illnesses than most professions including Police Officers and Firefighters. If this program was implemented, the Village would need to enact a training program that would mitigate potential liabilities for operating a bus route system.

Recommended Options

As with the February 17 meeting the Village has three options for consideration going forward. The first option is the continued lobbying of Pace and CTA for additional coverage on existing routes, which would be the most cost effective measure. The second option is the creation of a Lincolnwood route to be operated using equipment leased through Pace or through the purchase of a vehicle to be operated by staff. The purchase of a vehicle would require further analysis as it will present new issues related to maintenance and funding. Lastly, the Village may issue an RFP for a private company to operate a program. To help the Village with determining next steps, the previously conducted Pace bus survey and results has been attached to this memorandum.

Enclosed - Bus Route Survey Results



MEMORANDUM

TO: Timothy Wiberg, Village Manager

FROM: Charles Meyer, Assistant to the Village Manager

DATE: February 13, 2015

SUBJECT: Bus Route Survey Results

Background

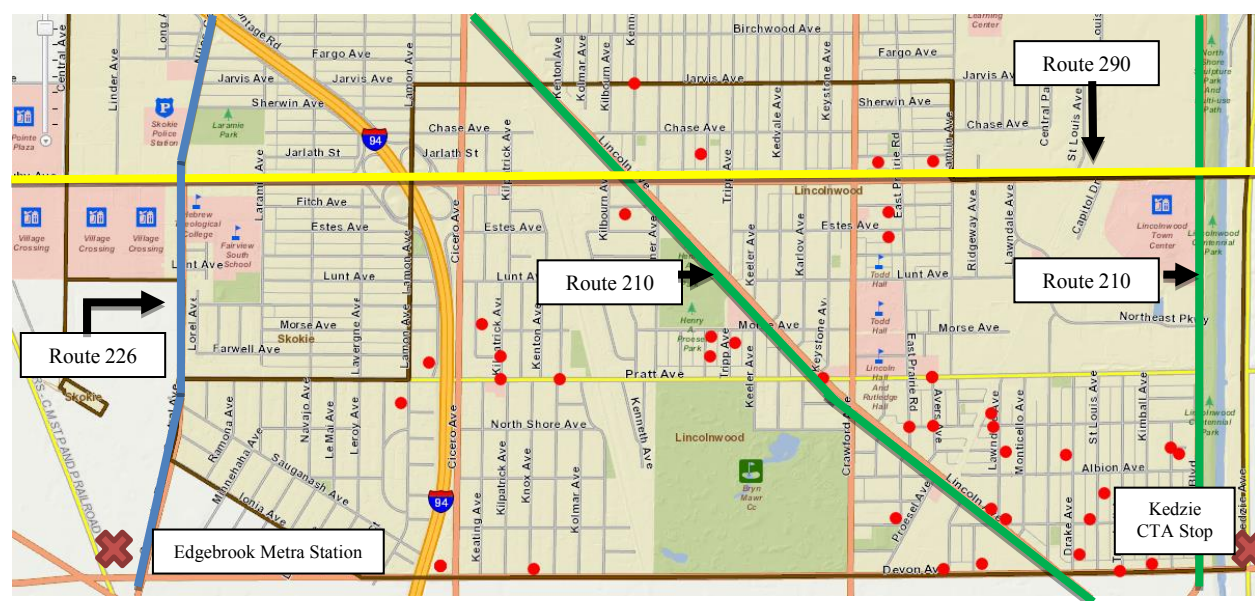
On September 2, 2014, the Village Board directed staff to distribute a survey to Lincolnwood residents regarding interest in a potential bus route along Devon Avenue. The survey was advertised in the Village newsletter along with promotion through Facebook, the Village's website, and an e-mail to subscribers of the Village's e-gov system. The Village also created a webpage to provide information to residents on mass transit options in Lincolnwood. The survey closed on December 31, 2014 and the Village received 55 responses. The survey's compiled results and comments are included below.

Survey

Response	Percentage of Responses
1. If available how likely are you to ride a bus with a fixed route on Devon Avenue that operates between the Kedzie Bus Stop and Edgebrook Metra Station?	
Very Likely	53.57%
Likely	1.79%
Neutral	7.14%
Unlikely	3.57%
Very Unlikely	33.93%
2. On a scale of 1-5 with 5 being very interested and 1 being not interested at all how interested are you in a new bus route being developed for Lincolnwood?	
5	70.91%
4	1.82%
3	5.45%
2	1.82%
1	20.00%

3. What time of day would you use a bus? (Check all that apply)	
6:00 am to 10:00 am	28.89%
10:00 am to 2:00 pm	18.52%
2:00 pm to 6:00 pm	30.37%
6:00 pm to 10:00 pm	22.22%
4. If a bus route was available nearby where would you like it to take you?	
Lincolnwood Community Center / Village Hall	12.43%
Lincolnwood Town Center Mall	10.65%
Proesel Park Family Aquatics Center	9.47%
Edgebrook Metra Station	24.85%
Devon-Kedzie CTA Stop	17.75%
Touhy / Crawford Business District	10.06%
Lowe's	9.47%
Centennial Park	5.33%
Other (Responses Attached to this Memorandum)	
5. How much would you pay to utilize a bus in Lincolnwood on a per trip basis? (Select the highest applicable value)	
Nothing	23.33%
\$1.00	26.67%
\$1.50	28.33%
\$2.00	13.33%
\$2.50	8.33%
6. Do you currently utilize mass transit (Buses, Trains, etc.)?	
Yes	68.52%
No	31.48%
7. How often do you currently utilize mass transit?	
Daily	27.78%
Three to four times a week	18.52%
Once a week	5.56%
A few times a month	24.07%
Never	24.07%
8. What transportation options do you utilize?	
Pace	22.41%
Chicago Transit Authority Buses	20.69%
Chicago Transit Authority Trains	30.17%
Metra Trains	18.10%
Other	8.62%
9. General Comments (Responses Attached to this Memorandum)	

Additionally, the Village solicited addresses from respondents to determine possible locations for a potential route:



(The dots above indicate the reported addresses of respondents. There are significant pockets of interested parties along Devon, Cicero, Touhy and Pratt Avenues in the Village. Current Pace bus routes are also included on this map to show the level of coverage available)

Discussion

While the survey was not conducted scientifically and only represents 0.44% of the Village's population, it does provide insight into the community's interest in a route being created in Lincolnwood. A majority of respondents showed support in the creation of a bus route with a desire to provide a route that would help residents connect with the Metra Edgebrook Station and the Devon-Kedzie CTA Stop. In reviewing the comments made in the survey and the map of respondents, it is likely that a route would need to include other parts of Lincolnwood in addition to Devon Avenue.

The survey results also reflected the concern of some residents over the proposed bus route in Lincolnwood. In Question 1, which asked about the likelihood of using a Devon Avenue bus route, the second most common response (33.93%) was "Very Unlikely". Additionally, in Question 2, which gauged the participants' interest in a bus route being developed in Lincolnwood, the second most common response (20.00%) was "1" which is the lowest possible score to receive. While the majority of respondents were in favor of a new route, it should be noted that there was likely a selection bias in respondents where people who were predisposed to a bus route were more likely to respond to the survey and would skew the results of the survey towards support of a route.

Recommended Action

At the Board's discretion, there are two options identified by staff for the next step in this process. These options include lobbying Pace for more frequent bus service on current routes along with lobbying CTA to extend current routes through Lincolnwood and the evaluation by staff of a Village-operated route using a Pace bus.

Option 1 of lobbying Pace and CTA for additional coverage on existing routes would reflect the sentiments of several respondents. The majority of respondents live in close proximity to existing Pace routes and would benefit from increased buses on the routes that could connect them to the Kedzie CTA Stop and Edgebrook Metra Station. Additionally, CTA has a bus route that currently operates on Devon Avenue and could extend to the Edgebrook Metra Station. This would be the most cost-effective method of improving mass transit for the Village as there would be no additional costs to residents. Option 1 would also be responsive to the comments received through the survey from residents requesting that the Village not expend resources in the creation of a route to be operated by Lincolnwood. Option 1 would not prohibit the Village's ability to evaluate alternatives in the future in addressing mass transit needs and bring further options to the Village Board's attention as they become available.

Option 2 is the creation of a Lincolnwood-centric bus route that would offer the most flexibility for the Village in creating a mass transit option that meets the needs reflected in the survey. If approved, Village staff would begin working with Pace to setup a new route that would be operated by the Village. Based on the feedback received in the survey, it is estimated that there would need to be a route operated Monday through Friday during the morning and evening rush hours to accommodate demand. In evaluating this scenario, there are some considerations if the Village were to proceed with this Option:

- Route: A route would need to be designed that could serve the residents while allowing for timely service to destinations.
- Fares: Establishing a rate schedule that will offset the Village's expenses while not detracting usage would need to be developed. As part of this consideration, the Village would need to determine the applicability of a discounted rate for seniors.
- Ongoing program costs (maintenance, personnel expenses, etc.): The Village would be responsible for a \$100 monthly fee to Pace, a \$1,000 deposit on the bus provided by Pace, expenses related to personnel (\$27,000), and ongoing maintenance costs (\$13,500). There would also be additional costs related to this program such as new signage for bus stops. The Village would also be required to provide insurance coverage for the vehicle and training for the driver(s).

While this option offers the most flexibility for the Village in creating a response to this desire for more public transit options, it also is the most expensive and will require the most staff time to implement and operate. It is likely that the bus would not be financially self-sufficient and would require a subsidy from the Village in order to operate. Additionally, while this option may help some of the respondents, it would be in conflict with the 21.82% of respondents that were not in favor of a bus route. If Option 2 is selected, Village staff will present information for the Village Board's consideration at the February Budget Workshop Meeting.

Enclosure - Additional Comments Received in Survey

Additional Comments Received in Survey

The survey included areas for respondents to provide additional comments. These comments are included in this attachment to supplement the survey results.

Question 4. Additional Destinations for Pace Bus Route
Crawford to Howard
Lincoln Ave / Devon Ave Lincoln Ave / Lawndale Ave Lincoln Ave / Crawford Ave Lincoln Ave / Touhy Ave As 210 Pace is very infrequent and doesn't stop
Lincoln Ave and Arthur Ave, Lincoln Ave and Devon Ave Lincoln Ave and Touhy Ave TOUHY Ave and Crawford Lincoln Ave and Pratt Ave
Devon Ave and Crawford Ave. Devon Ave and Lincoln Ave Devon Ave and McCormick Ave. Lincoln Ave and Lawndale Ave. Touhy Ave and Lincoln Ave. Lincoln Ave and Howard ave.
Along Lincoln Ave with STOPS on Lawndale Ave, Crawford Ave Touhy Ave and Howard Ave connecting Lincolnwood downtown with Skokie downtown Yellow line and Metra train station.
Metra Station in Edgebrook
West on Devon from Kedzie to Edgebrook Metra Station. Touhy/Crawford to Edgebrook Metra Station
Jefferson Park CTA Blue Line Station
Connection to Lincoln Ave bus route to Brown Line Station. Also connector to Skokie Swift stop at Oakton Street. We need better connections to CTA stops. Not thrilled with PACE bus service, even though it's available.
It should be like the Niles bus system, taking you to shops around town such as the mall, Lincolnwood Pointe, Library, whatever replaces Dominick's. Also should be free for residents.
Skokie Swift, Oakton station
Old Orchard Metra Train Station in Roger Parks Edgebrook Metra Station Red Line CTA
I don't think that a bus route is necessary
Linking the Skokie 215 bus down Crawford to Devon.
Oakton train station
Jefferson Park CTA Blue Line Station
CTA train stations. LW is small enough to get to other PACE/Metra/CTA routes.
Everyone would like to have service to their door to a location they need to go to. If you drove them to the loop, they would then want a ride to Midway. Basic transportation is available to most of the village as well as the supplementary plans listed. The only thing that might be of interest is the monitoring of Metra routes and discussion with the Skokie Swift for an additional stop. Not really the Village's function more than they are already performing.
Village of Lincolnwood should not be in the bus or transportation or subsidy of taxi's business. We have far more pressing issues than this. This has all the characteristics of a government boondoggle. This is a mature, low growth community, new demand is not springing up.

Towards village crossing to be able to shop there as well
Stops along Lincoln or Pratt.
To other mass transit
To the Skokie Swift stop on Oakton.
Lincolnwood does not need anything and should not spend money on surveys or consultants. Existing options are fine. Cta station is only place of interest
School
Question 9. General Survey Comments:
Need to have more frequent Pace service with more stops. Need to have along with Pace other buses connecting Pace, CTA, Metra, and CTA trains services already operating.
Badly need public transport
Needs to work with Skokie and Evanston to get continuity of the service lines and linking the Pace, CTA , Metra and CTA Train yellow line and others.
If conveniently public transport available more people will use it. either they are located far apart and very in frequent route not very practical.
Often take the train to the Union Station via Edgebrook Metra station and a bus going there would be very helpful. Must take taxi now.
The CTA should extend their bus route 155 (Devon) west to the Edgebrook Metra station or (better yet) to the Jefferson Park CTA Blue Line station
New to Lincolnwood. Frequently used CTA transportation when lived in Evanston and Chicago (daily use)
I would like to see the Lincoln Ave entrance to the new development as the central entrance, & connect it by bus to the Oakton station. The new development will create a much desirable downtown. To draw people from nearby northern suburbs (Skokie, Wilmette, Morton Grove) make Lincoln Ave entrance the main entrance. That will also help to ease overcrowding on already busy Touhy.
Drive mostly Maybe take the train into the city 2x a year
Hoping for the bus along Devon to the Edgebrook Metra would deviate a little to pick up more LW residents from the center of town. It would be too far for people who live on the northside of LW to walk to Devon to get to the Metra. Suggested Route - West on Devon from Kedzie; go north on Crawford to Touhy; West on Touhy to Cicero. South on Cicero to Devon, then west on Devon to metra. This would incorporate picking up people from all around LW.
This is a nice idea, if the need is there. One of the great things about Lincolnwood is access to public transportation when it is needed. I am right off the Pace 290 route, but it is a hike to Howard to get the bus to Old Orchard.
What about a bus route along Pratt to the metra station?

When you ask \"How much would I pay?\" Is it per ride or including prorata real estate taxes? It feels like there may be a contingent along Devon that wants this service. I can understand the desire \"To Help\" if it was being served by CTA and was recently eliminated. Also, this route (Devon) has more Chicago homes adjacent to it than LW residents. Would it be nice? YES. Would it raise the desirability of living in LW? Maybe for a few along Devon but not worth whatever the cost.
This sounds like what will eventually become a tax levy to subsidize a very underutilized program. I would think Village officials have more pressing issues than polling only residents who choose to respond to a survey. Please stop this now.
Great idea
I am a university student, so I am able to use a prepaid U-pass on the CTA buses. It would be great if I could also use this pass on a bus system in Lincolnwood, since that is about half of my commute to and from school.
Extension of the Devon bus to the Metra makes sense. Lincolnwood is too small to have its own bus route or maintain its own service. Cta or pace should figure out a way to get people from Kedzie to Caldwell.
A more centralized bus route that traveled the entire length of Pratt would better serve the residents. It could still link the Devon Kedzie and Edgebrook stops.
No need, save our money
I don't feel we need a village bus. We definitely do not want village employees in this position. The pension responsibility is too great. Public transportation is a DRAIN on Municipal Financial resources ...A FACT! Riders do not pay near the total cost required to fund the service. Unless riders pay 100% of the total cost, it should not be attempted in Lincolnwood. (that is equipment purchase, marketing, labor, operational costs, maintenance, pension, etc. etc.) Those that need public transportation should live close to public transportation, or use the two programs already available to the Lincolnwood residents & are subsidized by taxpayers already. We do not need larger government! Our municipal government should spend their time & efforts to seek expansion of the existing Pace routes if ridership would warrant.
Would love a bus to the train from Pratt and Cicero. Not helping me if its from Devon.
Maybe the bus to the metro train station might work better on Pratt.
Senior - discount
I am a senior citizen, I hope the cost per trip would honor the Ventra Card currently used by the CTA/RTA for seniors or be less expensive.
Bus #210 should make more stops along Lincoln Avenue
Visit friend on west side of Lincolnwood - too far to walk. Would use Metra trains more often if I could get there to go downtown
I am a senior citizen who rides the Pace, CTA buses and trains daily. Accordingly, I have been issued a reduced fare card by the RTA and I use it daily. I believe the proposed line would be very useful and valuable to me in completing my shopping needs.

Village of Lincolnwood, IL

Friday, May 29, 2015

Chapter 11. Health Regulations

Article 2. WEEDS

11-2-1. Definition.

As used in this article, the following terms shall have the meanings indicated:

WEEDS

Includes any annual or perennial herbaceous plant, or volunteer growth, not cultivated or useful for human food or enjoyment and which, when in blossom, exhales an unpleasant or noxious odor or gives off pollen irritating to human tissues; any high or rank vegetable growth that may conceal filth deposits or constitute a fire hazard when dry, or any plant which grows where it is not wanted. The term "weeds" shall include grass which is permitted to attain a growth of more than six inches.

11-2-2. Growth of weeds prohibited.

It shall be unlawful for any person owning or in control of any property to permit the growth of weeds thereon or on the parkway adjacent to the property.

11-2-3. Weeds as nuisance.

- (A) The growth of weeds in violation of Section 11-2-2 of this Code is hereby declared to be a nuisance.
- (B) The owner and occupant of any property on which a nuisance exists pursuant to Section 11-2-3(A) of this Code shall abate that nuisance within three days after receipt of a notice from the Village therefor, which notice shall: (1) be served upon the owner and occupant of the property; (2) identify the nuisance; and (3) state that the Village has the right to abate the violation pursuant to Section 11-2-3(C) of this article.
- (C) Upon the failure of the owner and occupant of property to abate a nuisance in accordance with Section 11-2-3(B) of this Code, the Village shall have the right, but not the obligation, to: (1) enter the property and cause the nuisance to be abated; and (2) charge the owner and the occupant the costs incurred by the Village in abating the nuisance ("abatement costs").
- (D) The owner or occupant of the property shall reimburse the Village in the full amount of the abatement costs within 30 days after receipt of an invoice therefor. Upon the failure to reimburse the Village as required pursuant to this Section 11-2-3(D), and without limitation of any other remedies available to the Village, the Village shall have the right, but not the obligation, to perfect and foreclose a lien upon the property to recover the abatement costs, in accordance with Section 11-20-15 of the Illinois Municipal Code, 65 ILCS 5/11-20-15, as may be amended.

11-2-4. Penalty.

Any person violating any of the provisions of this Article 2 shall be fined an amount as set forth in the Annual Fee

Resolution for each offense, and a separate offense shall be deemed to have been committed on each day during or on which a violation of this Article 2 occurs or continues.^[1]

[1] *Editor's Note: See Ch. A25, Fees.*



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., JUNE 2, 2015**

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – May 5, 2015
2. Board Meeting Minutes – May 19, 2015

V. Warrant Approval

VI. Village President's Report

1. American Legion Police Officer of the Year – Mitchell Day
2. New Appointment of Elena Duarte to the Board of Fire and Police Commissioners

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 Request to Issue a Class S-E Liquor License to the Friends of Lincolnwood 2015, Inc. for the 2015 Lincolnwood Fest (Appears on the Consent Agenda Because it is a Routine Function of Government)
2. Approval of a Resolution to Approve a Contract with Schroeder and Schroeder, Inc. of Skokie, Illinois for the 2015 Sidewalk and Curb Replacement Program (Appears on the Consent Agenda Because it is for the Lowest Qualified Bidder)
3. Approval of a Resolution to Approve a Contract with Green-Up Landscaping for the Purchase and Installation of Outdoor Exercise Equipment in Henry Proesel Park in an Amount Not to Exceed \$20,250 (Appears on the Consent Agenda Because it is a Routine Function of Government)

VIII. Regular Business

4. Consideration of a Recommendation by the Plan Commission in Case #PC-05-15 Concerning a Proposed Zoning Code Text and/or Map Amendment to Allow Residential Units Above Ground Level as a Special Use in a Portion of the B-2 Zoning District Located Along Devon Avenue East of Drake Avenue

- IX. Manager's Report**
- X. Board, Commission, and Committee Reports**
- XI. Village Clerk's Report**
- XII. Trustee Reports**
- XIII. Public Forum**
- XIV. Adjournment**

DATE POSTED: May 29, 2015

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

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
MAY 5, 2015**

DRAFT

Call to Order

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:46 P.M., Tuesday, May 5, 2014, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

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

PRESENT: President Turry, Trustees Sprogis-Marohn, Leftakes, Elster, Patel, Klatzco, Cope

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Ashley Engelmann, Public Works Director; Andrew Letson, Assistant to the Public Works Director; Janice Hincapie, Director of Parks and Recreation; Robert LaMantia, Chief of Police; Charles Greenstein, Village Treasurer.

Approval of Minutes

The minutes of the April 21, 2015 Regular Village Board meeting had been distributed in advance and were examined. Trustee Sprogis-Marohn moved to approve the presented minutes. The motion was seconded by Trustee Leftakes. The motion passed with a Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$430,938.91. Trustee Patel seconded the motion.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Klatzco, Leftakes, Sprogis-Marohn, Elster, Cope, Patel

NAYS: None

The motion passed

Acknowledgement Outgoing Trustees

President Turry spoke of appreciation to Trustees Leftakes and Sprogis-Marohn for their service to the Community and Village.

Nicolas Leftakes:

This has been Nick's second term of service as a Trustee of the Village. Nick previously served as Trustee from 1997 to 2007. After a vacancy made, by then Trustee Yehuda Lebovits who went on to become a Cook County Judge, Nick volunteered to the Office of Trustee. Nick was appointed to serve as Trustee on August 20, 2009. In 2011, he won the election for his seat and was sworn in on May 7, 2011. Nick is a member of the Finance Committee and the Fire and Water Committee. He is the liaison to both the Telecommunications Commission and Red Center, the Village's dispatch center for Fire and EMS. Significant accomplishments during his most recent term of service include leading the Committee on Ordinances, Rules and Building in

reviewing the comprehensive revision to the Village Code, participating on the selection committee for a new Village Engineering Firm, and assisting in efforts to negotiate with developers for the Purple Hotel site. Nick is married with five children and has been a Lincolnwood resident since 1991. He is a principal in LT Group, LCC, a real estate investment company. Nick will always be remembered for his strong fiscal acumen and his reminders of the importance, when discussing the various taxing bodies in Lincolnwood, that, “We are all one Village”.

Renee Sprogis-Marohn:

Renee started her service with the Village as a Commissioner on the Plan Commission/Zoning Board of Appeals on August 1, 1999. Her time as a Commissioner ended when she was sworn in as an elected Trustee on May 1, 2003. In her three terms as Trustee Renee has been a member of the Fire and Water Committee, a member on the Police, Licenses and Health Committee, and was a long time member of Red Center . She participated on special subcommittees such as the selection process for a contractual Building Plan Review and Inspection Service, a new Village Engineering Firm and the creation of the Tree Preservation Ordinance. She was also on the Lincoln Avenue Task Force Committee from 2002 until 2006, serving at first in her capacity as a Commissioner and then as Trustee. Renee grew up in Lincolnwood. She is an architect and has three children. Renee has consistently been an advocate for Village beautification, trees, landscaping, “common-sense” approaches to architectural standards and building practices and has served as a resource on the Village Board for building related issues for commercial and residential projects.

Installation of Newly Elected Officials

The three newly elected Trustees were sworn in by the Honorable Judge Megan Goldish, Cook County Court of Illinois 9th Subcircuit.

Trustee Patel returned to his seat and newly installed Trustees Bass and Spino returned to their seats in the audience.

Adjournment sine die

President Turry announced that the regular meeting of the Board of Trustees was closed by adjourning sine die.

A short recess took place.

Call to Order

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 8:10 PM on Tuesday, May 5, 2015, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois

Roll Call

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

PRESENT: President Turry, Trustees Bass, Cope, Patel, Elster, Spino, Klatzco

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Janice Hincapie, Director of Parks and Recreation Ashley Engelmann, Public Works Director; Andrew Letson, Assistant to the Public Works Director; Charles Greenstein, Village Treasurer.

Village President's Report

1. Appointment of Amy Kaniff and Victor Shaw to the Park and Recreation Board

President Turry announced these recommended appointments and requested that the one year residency requirement be waived for Mrs. Kaniff, as she will have lived in Lincolnwood one year within two months.

Trustee Cope moved to approve these recommendations, seconded by Trustee Kltzco.

The motion passed with a Voice Vote.

2. Swearing in of Police Sergeant Timothy O'Connor

Police Chief LaMantia spoke of Sergeant O'Connor's many accomplishments and recognized his family members and friends in attendance.

Clerk Herman swore in the new Sergeant who received congratulations from the Board and Staff.

Consent Agenda

President Turry introduced the Consent Agenda which was presented by PowerPoint as follows:

1. Approval of a Resolution Adopting Prevailing Wages Effective May 1, 2015 for the State of Illinois Prevailing Wage Act
2. Approval of a Recommendation by the Plan Commission Concerning Case #PC- 07-15, to Adopt an Ordinance Amending the Zoning Code Regarding Street Pole Banner Signs in Public Rights-of-Way

Trustee Spino stated that it was not necessary for her to recuse herself in regard to Item 2 on the Agenda.

Although, she is a member of the Chamber of Commerce, she was informed by Village Attorney, that there is no conflict of interest.

Trustee Klatzco moved to approve the Consent Agenda as presented, seconded by Trustee Cope.

Upon Roll Call the Results were:

AYES: Trustees Bass, Cope, Patel, Elster, Spino, Klatzco

NAYS: None

The motion passed

Regular Business

3. Consideration of a Public Hearing Regarding the Park and Recreation Board's Recommendation Concerning the Conceptual Design for the Touhy Pedestrian/Bicycle Overpass Bridge

President Turry “I hereby call to order the public hearing concerning the conceptual design for the Touhy Avenue Pedestrian and Bicycle Overpass Bridge.

Notice of this public hearing has been published in the Lincolnwood Review and also has been sent to owners of properties adjacent to the site of the proposed bridge.

Will the Clerk please call the roll?”

Upon Roll call by the Clerk, the results were:

AYES: Trustees Bass, Cope, Patel, Elster, Spino, Klatzco

NAYS: None

President Turry, “I hereby declare this public hearing open.

The Village has received a grant to construct a pedestrian and bicycle overpass bridge over Touhy Avenue along the Commonwealth Edison right-of-way. Since late 2011, the Village has pursued engineering studies and conceptual plans for the bridge. In November 2014, the Village’s Park and Recreation Board recommended that the Village pursue a span truss bridge. The Village Board now seeks public input on the Park Board’s recommended conceptual design.

I call upon our Director of Public Works, Ashley Engelmann, to explain the project and the proposed design to the Board and to the public. After the introduction, I will entertain questions from the Village Trustees. After that, I will call on any member of the public that desires to be heard on this matter.”

Public Works Director, Ashley Engelmann provided information and exhibited a PowerPoint presentation.

Village Bikeway Plan

2005 approved by the Village Board

*Improve bicycle transportation in the Village

*Two paths identified

- ComEd abandoned railroad right-of-way
- Union Pacific abandoned railroad right-of-way
 - Grants pursued to develop the paths

ComEd Path Status

*Fall 2015 construction

- The path will connect to the Sauganash Trail that starts at Bryn Mawr in Chicago and currently ends at Devon Avenue
- Lincolnwood’s path will begin at Devon Avenue and end at Lincoln and Jarvis in Lincolnwood
- It will connect to the Skokie trail which terminates at the border in Skokie
- Glencoe, Glenview and Northbrook working together to connect to the path so that it will end at the state line

Background

October 21, 2011, the Village was awarded a Congestion Mitigation and Air Quality (CMAQ) grant for construction of a pedestrian/bicycle overpass at Touhy Avenue on the Commonwealth Edison right-of-way (Com-Ed ROW)

*Maps and aerial views of the proposed project location were exhibited.

*Project Status update was presented

Summary of Public Comments

- Proximity to Lincolnwood Suites Condo Building, effects on their parking lot line of sight
- Noise crime and security
- Effects on property values
- Lighting overspill
- Pedestrian local access
- Vegetative Screening
- Open bridge style
- Operating hours
- Connectivity of path
- Excitement for bridge
- Opportunity for a gateway to the community

*Various sketches of the area were presented, indicating designs and proximity to adjacent features.

*Various bridge types were presented with the preferred type highlighted.

*Architectural elements were exhibited with prairie style features highlighted.

*Signage preferences and visuals of bridge approaches were shown.

*A preliminary site plan was exhibited.

Cost Estimate

*Estimated Construction Cost

- \$3,613,000

*Original Grant Amount

- \$1,464,000 grant funding (80%)
- \$ 366,000 local match (20%)

*Grant Amount Approved by CMAQ Selection Committee, February 2015

	Phase I	Phase II	Phase III
Grant Amount	\$159,000	\$231,000	\$3,179,000
Local Match	\$ 40,000	\$ 58,000	\$ 795,000

Funding Increase

*Increased bridge and approach length

*Addition of site work

*Local Access

- *Architectural enhancements
- *Material and labor costs
- *Unknown conditions

Project Planning Process

We are currently in Phase I (2014-2015) which includes Preliminary Engineering and Environmental Study

Phase II (2015-2016) 12 months – Contract Plan Preparation, Lease Coordination

Phase III (2016-2017) 12 months – Construction

Next Steps

- *Refine Architectural Elements
- *ComEd/Utility Coordination
- *Prepare Final Project Report
- *Design Approval to Begin Phase II

Discussion ensued with comments and questions by Board Members. Some concerns were expressed by Trustee Patel regarding placement and design of the proposed bridge. Trustee Bass, a former member of the Park and Recreation Board, stated the Park Board considered view, aesthetics and visuals when considering the bridge designs and determined that this current plan was the best choice, although perhaps it still needed some “tweeking”. Clarifications were provided by representatives from Stanley Consultants and Mrs. Engelmann.

President Turry asked for comments from the public:

Marilyn Klein and Audrey Schiff of 4601 Touhy expressed concerns regarding privacy and lines of sight.

Joe Chen of 4620 Touhy addressed the Board and stated that he was in agreement with Trustee Patel and not in favor of the bridge design and would like to see it improved. He is not opposed to the bridge, but suggested that a tunnel under Touhy might be a better solution.

Dale Wickum of 6825 N. Kildare congratulated the Village on its green agenda and stated that he knows that change is hard in regard to the bridge being constructed.

Howard Gerber 4545 Touhy expressed concerns regarding line of sight between traffic lights on Touhy.

Jesal Patel Junior of 6733 N. St. Louis addressed the Board regarding the “Lincolnwood” sign which is proposed for the proposed bridge. He wished to know why the sign lettering would not be in cursive writing.

Trustee Patel moved that the Village Board close the Public Hearing, seconded by Trustee Spino.

President Turry: “There is a motion on the floor made by Trustee Patel and seconded by Trustee Spino to close the public hearing. All in favor say aye; all opposed say nay. The ayes have it. The public hearing is now closed”

Attorney Elrod stated that Staff is looking to find out where the Board stands on this issue. This may be placed on a later agenda.

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Report

None

Public Forum

Pearl Malin of 4601 Touhy addressed the Board. She stated that she was opposed to the bridge because of the heavy traffic on Touhy Avenue. When she moved to Lincolnwood there was less traffic.

Adjournment

At 10:18 P.M. Trustee Cope moved to adjourn the Regular Meeting. The motion was seconded by Trustee Patel. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
MAY 19, 2015**

DRAFT

Call to Order

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, May 19, 2014, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

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

PRESENT: President Turry, Trustees Bass, Cope, Elster, Spino, Klatzco

ABSENT: Trustee Patel

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Ashley Engelmann, Public Works Director; Andrew Letson, Assistant to the Public Works Director; Charles Greenstein, Village Treasurer; Finance Director Robert Merkel; Community Development Director Tim Clark; Community Development Manager Aaron Cook.

Approval of Minutes

The minutes of the May 5, 2015 Regular Village Board meeting had been distributed in advance and were examined. Trustee Spino moved to approve the presented minutes. The motion was seconded by Trustee Elster. Trustee Bass indicated that he wished his words to be quoted regarding a segment of the meeting. The request was noted with clarification from Attorney Elrod. Trustee Cope moved to table the minutes of May 5, 2015 until the next Village Board meeting, seconded by Trustee Spino. The second motion passed with a Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$1,200,271.51. Trustee Spino seconded the motion.

Trustee Klatzco stated that all requirements for the guarantee of the loan to the Friends of Lincolnwood 2015, Inc., 2015 Lincolnwood Fest have been met and the monies have been distributed.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Cope, Bass, Spino, Elster, Klatzco

NAYS: None

The motion passed

Village President's Report

1. New Appointments to Boards and Commissions

President Turry presented the following for Board approval.

Park and Recreation Board

Grace Nicole Diaz Herrera

Human Relations Commission

Karen Holmes

Carol Georges Orah

Board of Fire and Police Commissioners

Elena Duarte

Trustee Elster moved and Trustee Cope seconded that all be approved with the exception of the appointment to the Board of Fire and Police Commissioners; that appointment to be tabled until the next Village Board meeting.

The motion passed with a Voice Vote.

2. Reappointments to Boards and Commissions

President Turry presented the following for Board approval.

Board of Fire and Police Commissioner

Steven Lasker

Economic Development Commission

James Persino

James Berger

William Pabst

Human Relations Commission

Paul Kramer

Rebecca Kohn

Park and Recreation Board

Laura Tomacic

Plan Commission

Anthony Pauletto

Steven Jakubowski

Zoning Board of Appeals

Herbert Theisen

Paul Grant

Telecommunications Advisory Commission

Stanley Wilk

Jeffrey Light

Andrew Gavrilos

Traffic Commission

Georjean Hlepas Nickell
Claude Petit

9-1-1 Board

Maureen Christakis

Trustee Elster moved and Trustee Cope seconded the motion for approval of all reappointments. The motion passed with a Voice Vote.

3. 2015 Village Vehicle Sticker Presentation

President Turry presented a framed copy of the winning vehicle sticker to designer Eliza Zarebski and her parents. Eliza's Lincoln Hall art teacher, Andrew MacCrimmon joined in the presentation.

President Turry reminded residents that the annual Memorial Day Parade will commence at Pratt and Cicero at 10:20 Am on Monday, May 25 and will go to Proesel Park for the Ceremony of Observance.

Consent Agenda

President Turry introduced the Consent Agenda which was presented by PowerPoint as follows:

1. Approval of an Ordinance Amending Section 8-8-14 of the Village Code Concerning the Disposition of Surplus Property

Trustee Elster requested that Item 2 be removed from Consent Agenda and placed as Item #8 under Regular Business.

2. Approval of a Recommendation from the Parks and Recreation Board to Adopt a Resolution to Reject the Base Bid in the amount of \$39,123 and Alternate Two in the Amount of \$4,455 from Tru-Link Fence, of Melrose Park, Illinois for the Removal and Replacement of Tennis Court Fencing and Installation of Windscreens at the Proesel Park Tennis Court

3. Approval of a Resolution to Approve a Contract with Compass Minerals America, Inc. of Overland Park, Kansas for the Purchase of Bulk Rock Salt

4. Approval of a Resolution Awarding a Bid for Street Light Improvements within the Village in the Amount of \$1,434,099.75 to Utility Dynamics of Oswego, IL

Trustee Klatzco moved to approve the Consent Agenda as amended, seconded by Trustee Spino.

Upon Roll Call the Results were:

AYES: Trustees Bass, Cope, Elster, Klatzco, Spino

NAYS: None

The motion passed

Regular Business

5. Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-01-15 to Approve Variations from Section 4.13, Section 6.14, Section 7.06(5), and Section 11.04(1) of the Zoning Code, for the Construction and Operation of a Religious Institution and Off-street Parking Area at 3900 West Devon Avenue

This item was presented by Mr. Cook using PowerPoint.

An aerial view as well as an artist's rendering of the area were presented.

Proposed Development

*Includes

- Demolition of existing Myron and Phil Building
- Construction of new two story (9,773sf) Religious Use Building – contains maximum 113 prayer spaces
- Construction of 31 off-street parking spaces

*Proposed Religious Use is Permitted at Subject Location

*Proposed Off-Street Parking Meets Village Minimum Parking Requirements

An area plan with Proposed Development was exhibited.

Variations Requested

Note: Request to exceed maximum building height has been withdrawn by petitioner (after Public Hearing)

1. Exempt project from five foot build-to line on Devon Avenue.
2. Allow off-street parking to be located to front of building
3. Allow less than required perimeter landscape for off street parking lot
4. Allow less than required, interior landscape for off-street parking lot
5. Allow installation of Monument Sign on property with less than 100 feet of street frontage.
6. Allow installation of Monument Sign closer than 10 feet from front lot line.

Requested Relief

*Exempt project from build-to line of 5 feet along Devon Avenue Section 4.13

- Petitioner proposes setback of approximately 195 feet from Devon Avenue

*Allow off-street parking area to be located to front of building Section 7.06(5)

- Petitioner proposes the building at rear of property with off-street parking located to the front of the structure

Drawings of the area and off street parking and build-to setback variations were exhibited.

*Allow less than required perimeter landscape for off-street parking lot Section 6.14

- Petitioner proposes 2 foot setback along west lot line with no screening and 6 feet along east lot line

*Allow less than required interior landscape for off-street parking lots Section 6.14

- Petitioner proposes trash enclosure and monument sign within interior landscape islands which are required to be equal in area to a parking space.

Renderings were exhibited indicating requested perimeter landscape variation and areas of interior landscape variations.

*Allow Installation of Monument Sign on property with less than 100 feet of street frontage
Section 11.04(1)i.1

- Subject property has 78.95 feet of street frontage

*Allow Installation of Monument Sign closer than 10 feet from front lot line *Section 11.04(1)v*

- Petitioner proposes monument sign setback at 4 feet 6 inches from front lot line

Renderings were presented indicating monument sign on property with less than 100 feet of street frontage, monument setback variation and monument sign with landscape plan

ZBA Public Hearing

*Public Hearing

- Held on April 15, 2015 (continued from March 18, 2015 without discussion)

*Petitioner Testimony received from:

- Mr. John Pikarski, Attorney for Petitioner
- Mr. Sayeed Shariff, Executive Vice President of Sacred Learning NFP
- Mr. Tim Doron, Traffic Consultant
- Mr. Dominic Suardini, Landscape Architect

*Public Testimony Received:

- Mr. Dawood Ali, 3902 West Arthur – Supports project to serve Muslim population of Lincolnwood
- Dr. Maryam Minhaj, 6615 Nokomis – Supports project as an asset and keeping with diversity of Lincolnwood
- Mr. Reinhardi Haqi, 3814 W. Devon – Supports project as a place of worship within walking distance of his home and will serve Muslim population
- Dr. Umair Elahi, 6843 North Kilbourn – Supports project as an asset and keeping with diversity of Lincolnwood
- Ms. Syliva Asslani, President of Peterson Park Improvement Association (Chicago) – Generally supports the project – Expressed concern regarding possible parking overflow into residential areas south of Devon Avenue

Since the Public Hearing the Petitioner submitted a petition in support of the proposal,(600 Lincolnwood residents representing close to 600 households).

ZBA Deliberations

*Petitioner reviewed each hardship standard individually and how petition meets each standard.

*Reviewed sustainability of landscape screening area.

*Reviewed 5-foot build-to requirement

- Project Architect indicated initial layout was to “re-use” a portion of existing building foundation
- After additional review and staff comments, moved building to rear of property to better address emergency vehicle access. Also resulted in better overall layout.

*Reviewed building height variation

- Request withdrawn by petitioner since Public Hearing

ZBA Recommendations

*By 7-0 vote, Recommends

- Approval of Variation to Exceed Required 5 foot Build-to-Line along Devon Avenue

*By 6-1 vote, Recommends

- Approval of Variation to Permit Off-Street Parking in Front Yard

*By 6-1 vote, Recommends

- Approval of Variation to allow Less than Required Perimeter Landscape Area for Off-Street Parking

*By 7-0 vote, Recommends

- Approval of a Variation to Permit Less than Minimum Required Interior Landscape for Off-Street Parking – Subject to Trash Enclosure Comprised of Masonry

*By 6-1 vote, Recommends

- To Permit a Monument Sign on a Property with Less than 100 Feet of Street Frontage
- To Permit a Monument Sign Setback Less than Minimum 10 Feet

The Area Plan with Proposed Development was exhibited.

Questions and discussion ensued, including concerns regarding Devon Avenue traffic, with clarification by Attorney Elrod. Mr. Elrod also reminded the Board that no action will be taken tonight, the only recommendation would be for preparation of documents.

Attorney Elrod spoke of conditions which Attorney Pikarski stated were acceptable.

Trustee Elster moved to have the attorney draft a document, seconded by Trustee Cope, who asked if it would be possible to recheck the traffic report by Traffic Engineer Ziegler of Christopher Burke. Staff will review report.

The motion passed with a Voice Vote

6. Consideration of a Resolution Approving a Recommendation from the Park and Recreation Board Concerning the Conceptual Design for the Touhy Pedestrian/Bicycle Overpass Bridge

This item was presented by Mrs. Engelmann.

The purpose of this discussion is to obtain direction regarding the Parks and Recreation Board's recommendation regarding the Phase I Concept Design for the Touhy Overpass bicycle/pedestrian bridge.

Timeline

*Public Meeting 1 – April 29, 2014

*Meetings with Lincolnwood Suites

- Field Meeting – May 23, 2014
- Presentation – June 26, 2014

*Public Meeting 2 – July 8, 2014

*Public Meeting 3 – October 14, 2014

*Meetings with Barclay Place

- Field Meeting – October 27, 2014
- Presentation – April 20, 2014

*Village Board Meeting – November 18, 2014

*CMAQ Project Selection Committee Meeting – February 14, 2015

*Public Hearing – May 5, 2015

Summary of Public Comments

*Proximity to Lincolnwood Suites Condo building, effects on their parking lot line of sight

*Proximity to Barclay Place

*Noise crime and security

*Effects on Property Values

*Lighting Overspill

*Pedestrian Local Access

*Vegetative Screening

*Open Bridge Style

*Operating Hours

*Connectivity of Path

*Excitement for Bridge

*Opportunity for Community Gateway

*Bridge Design and Aesthetics

Renderings of proposed bridge types were exhibited as well as Park and Recreation Board's choice. Various other options were also presented. A preliminary site plan, current at-grade path design, path cross section, bridge and local access and proximity to adjacent features were all presented for Board review, as well as a Bridge Evaluation Matrix and cost estimates.

The height of the bridge was discussed, it was determined that the planned height would be enough to clear large trucks.

Trustee Spino moved to adopt the Resolution, seconded by Trustee Bass.

Upon Roll Call the results were:

AYES: Trustees Spino, Bass, Cope, Klatzco, Elster

NAYS: None

The motion passed

7. **Consideration of an Ordinance Authorizing the Disposition of Surplus Property, Waiving Competitive Bidding and Approving the Purchase of Cardiac Monitor and Defibrillators from the Zoll Medical Corporation, of Chelmsford, Massachusetts in the Amount of \$51,735.02**

This item was presented by Fire Chief Hansen

The Chief sated that this purchase was to replace the equipment purchased in 2001. He spoke of the uses and value of these types of equipment (used to monitor chest pains). These new units provide much more sophisticated readings.

Group purchasing is possible. The request for waiving of competitive bidding allows us to obtain a better price with a group purchase.

President Turry commented on the progress made in the field of emergency services. The Chief stressed the importance of this equipment.

Trustee Klatzco moved to approve the Ordinance, seconded by Trustee Spino
A Super Majority Vote is needed.

Upon Roll Call the results were:

AYES: Trustees Klatzco, Spino, Elster, Cope, Bass

NAYS: None

The motion passed

The following item was removed as Item #2 on the Consent Agenda by Trustee Elster and placed in this position.

8. Approval of a Recommendation from the Parks and Recreation Board to adopt a Resolution to Reject the Base Bid in the amount of \$39,123 and Alternate Two in the Amount of \$4,455 from Tru-Link Fence of Melrose Park, Illinois for the Removal and Replacement of Tennis Court Fencing and Installation of Windscreens at the Proesel Park Tennis Court.

Trustee Elster stated that he removed this item from the Consent Agenda because he had questions for Mrs. Hincapie regarding this. During the meeting he had email communications with Mrs. Hincapie and his concerns were answered.

Trustee Elster moved to approve the recommendation of the Parks and Recreation seconded by Trustee Spino.

Upon Roll Call the results were:

AYES: Trustees Bass, Elster, Cope, Spino, Klatzco

Manager's Report

Mr. Wiberg announced that Village Hall will be closed for the observance of Memorial Day on Monday, May 25. Police and Fire services will be available.

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Report

None

Public Forum

None

Adjournment

At 9:40 P.M. Trustee Klatzco moved to adjourn the Regular Village Board Meeting to Executive Session for the purpose of discussions regarding personal and land sale. The motion was seconded by Trustee Elster.

Upon Roll call the results were:

AYES: Trustees Klatzco, Elster, Bass, Cope, Spino

NAYS: None

The motion passed

Reconvention

President Turry reconvened the Regular Village Board meeting at 10:56.

At 10:56 Trustee Bass moved to adjourn the Regular Board meeting, seconded by Trustee Cope. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: May 29, 2015

The following are the totals for the List of Bills being presented at the June 2nd Village Board meeting.

6/02/2015	18,420.69
6/02/2015	81,139.09
6/02/2015	104,641.87
6/02/2015	246,720.33
6/02/2015	576,429.83
Total	\$ 1,027,351.81

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 05/27/2015 - 3:40PM
 Batch: 00100.06.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Active Electrical Supply Co., Inc. & Fox Lighting									
ACTIVELE									
10457867	5/14/2015	490.00	0.00	06/02/2015				False	0
205-560-515-5499 R&M - other				Circuit breakers for pool					
10457867 Total:		490.00							
Active Electrical Supply C		490.00							
Aguada, Howard									
AGUADA									
051915	5/19/2015	235.00	0.00	06/02/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Room rental					
051915 Total:		235.00							
Aguada, Howard Total:		235.00							
American Express									
AMEREXP									
31174050115	5/1/2015	11.00	0.00	06/02/2015				False	0
205-500-515-5820 Local mileage, parking & tolls				Metra - Glencoe					
31174050115 Total:		11.00							
051815	5/18/2015	45.00	0.00	06/02/2015				False	0
101-210-511-5725 Bank & Credit Card Fees				Membership					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	051815 Total:	45.00							
31158041715	4/17/2015	995.00	0.00	06/02/2015				False	0
101-250-511-5340	Maintenance Agreement Expen			Leightronix annual subscription					
	31158041715 Total:	995.00							
31158042215	4/22/2015	250.00	0.00	06/02/2015				False	0
101-200-511-5810	Conference & meeting registrat			ILCMA Summer Conference					
	31158042215 Total:	250.00							
31158050615	5/6/2015	10.00	0.00	06/02/2015				False	0
660-610-519-5340	Maintenance Agreement Expen			Duo security monthly fee					
31158050615	5/6/2015	96.85	0.00	06/02/2015				False	0
101-200-511-5599	Other contractual			Drug screenings					
	31158050615 Total:	106.85							
31158050815	5/8/2015	5.30	0.00	06/02/2015				False	0
101-250-511-6530	Equipment - data processing			ITunes app for new iPads					
31158050815	5/8/2015	5.30	0.00	06/02/2015				False	0
101-250-511-6530	Equipment - data processing			ITunes app for new iPads					
	31158050815 Total:	10.60							
31174050105	5/1/2015	155.68	0.00	06/02/2015				False	0
205-500-515-5830	Lodging			NRPA - National conference lodging					
	31174050105 Total:	155.68							
31174050405	5/4/2015	20.62	0.00	06/02/2015				False	0
205-500-515-5725	Credit card charges			Plug n Play					
	31174050405 Total:	20.62							
31174050805	5/8/2015	3,454.88	0.00	06/02/2015				False	0
205-560-515-5730	Program supplies			Park n Pool - Chairs					
31174050805	5/8/2015	40.00	0.00	06/02/2015				False	0
205-570-515-5645	Concessions & food			Malnati's - Senior bingo					
31174050805	5/8/2015	437.02	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-570-515-5270	Purchased program services				Ticketmaster - Senior Theatre trip				
	31174050805 Total:	3,931.90							
32008050515	5/5/2015	152.60	0.00	06/02/2015				False	0
101-100-511-5799	Other materials & supplies				Student awards				
	32008050515 Total:	152.60							
32115050115	5/1/2015	5.00	0.00	06/02/2015				False	0
101-100-511-5820	Local mileage, parking & tolls				Parking - Holland & Knight				
	32115050115 Total:	5.00							
32115050515	5/5/2015	41.37	0.00	06/02/2015				False	0
101-100-511-5840	Meals				Refreshments - Trustee Appointments				
	32115050515 Total:	41.37							
	American Express Total:	5,725.62							
Aqua Pure Enterprises, Inc.									
AQUA									
96615	5/13/2015	196.00	0.00	06/02/2015				False	0
205-560-515-5499	R&M - other				Pool lift batteries				
	96615 Total:	196.00							
98973	5/11/2015	762.04	0.00	06/02/2015				False	0
205-560-515-5499	R&M - other				Pool lift new batteries				
	98973 Total:	762.04							
	Aqua Pure Enterprises, Inc	958.04							
Bank of America, Business Card									
BANKOFAM									
0423050615	5/6/2015	400.41	0.00	06/02/2015				False	0
101-300-512-5700	Office supplies				Office supplies				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	0423050615 Total:	400.41							
0423050715	5/7/2015	199.36	0.00	06/02/2015				False	0
101-300-512-5830	Lodging			Hotel Accomodations - Police Memorial					
	0423050715 Total:	199.36							
4259050215	5/2/2015	8.95	0.00	06/02/2015				False	0
205-560-515-5640	Computer supplies			Non-res pool pass site					
	4259050215 Total:	8.95							
4259050415	5/4/2015	32.91	0.00	06/02/2015				False	0
205-500-515-5590	Training			Staff training					
	4259050415 Total:	32.91							
7130050515	5/5/2015	30.38	0.00	06/02/2015				False	0
101-200-511-5799	Other materials & supplies			Refreshments for Board meeting					
	7130050515 Total:	30.38							
8334050115	5/1/2015	13.09	0.00	06/02/2015				False	0
101-100-511-5799	Other materials & supplies			Frame for Budget					
	8334050115 Total:	13.09							
9820050715	5/7/2015	43.83	0.00	06/02/2015				False	0
205-530-515-5730	Program supplies			Amazon - Camp staff uniforms					
9820050715	5/7/2015	63.72	0.00	06/02/2015				False	0
205-530-515-5730	Program supplies			Amazon - Camp supplies					
	9820050715 Total:	107.55							
	Bank of America, Business	792.65							
Classic Design Awards									
CLASSICD									
150616	5/20/2015	44.20	0.00	06/02/2015				False	0
101-200-511-5799	Other materials & supplies			Name plates - Park Board					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	150616 Total:	44.20							
	Classic Design Awards Tot	44.20							
Dell Marketing, L.P DELLMARK									
XJP63P3D7	5/15/2015	129.92	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				PC replacement program desktops					
	XJP63P3D7 Total:	129.92							
XJP6FMR32	5/18/2015	4,051.74	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				PC replacement program desktops					
	XJP6FMR32 Total:	4,051.74							
	Dell Marketing, L.P Total:	4,181.66							
Gutstein, Kari GUTSTEIN									
051915	5/19/2015	440.00	0.00	06/02/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Camp					
	051915 Total:	440.00							
	Gutstein, Kari Total:	440.00							
Halogen HALOGEN									
467274	5/14/2015	284.50	0.00	06/02/2015				False	0
205-560-515-5499 R&M - other				Parts for chlorinator					
467274	5/14/2015	367.57	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings				Rakes and poles for pool					
	467274 Total:	652.07							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
467402	5/15/2015	903.20	0.00	06/02/2015				False	0
205-560-515-5630 Chemicals - swimming pool				Reagents for pool					
467402 Total:		903.20							
467469	5/16/2015	235.80	0.00	06/02/2015				False	0
205-560-515-5499 R&M - other				Parts for chlorinator					
467469 Total:		235.80							
Halogen Total:		1,791.07							
Illinois City/County Management Association									
ILCMA									
5212015	5/21/2015	939.25	0.00	06/02/2015				False	0
101-200-511-5570 Professional associations				Annual memberships					
5212015 Total:		939.25							
Illinois City/County Manag		939.25							
Lowe's Business Acc/GECF									
LOWES									
1395	5/19/2015	43.24	0.00	06/02/2015				False	0
101-440-513-5730 Program supplies				Plywood for concrete forms					
1395 Total:		43.24							
17424	5/14/2015	77.87	0.00	06/02/2015				False	0
205-560-515-5499 R&M - other				Carpet cleaning solution					
17424 Total:		77.87							
2066	5/6/2015	15.66	0.00	06/02/2015				False	0
101-440-513-5730 Program supplies				Aluminum roll for PW truck					
2066 Total:		15.66							
2233	5/7/2015	54.20	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-560-515-5405 R&M - buildings				Pipes for compressor					
2233 Total:		54.20							
2306	5/8/2015	47.38	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings				Pipes for water fountain					
2306 Total:		47.38							
2316	5/18/2015	179.71	0.00	06/02/2015				False	0
101-440-513-5730 Program supplies				Torch kit, copper pipes for stump removal					
2316 Total:		179.71							
2330	5/8/2015	14.59	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings				Fitting for water fountain					
2330 Total:		14.59							
2351	5/8/2015	68.49	0.00	06/02/2015				False	0
205-430-515-5730 Program supplies				Reacher, chalk reel for Shelter House					
2351 Total:		68.49							
2394	5/19/2015	14.19	0.00	06/02/2015				False	0
101-440-513-5730 Program supplies				Stakes for Street Dept					
2394 Total:		14.19							
2716	5/12/2015	36.60	0.00	06/02/2015				False	0
101-440-513-5730 Program supplies				Plywood for streets					
2716 Total:		36.60							
2723q	5/12/2015	29.69	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings				Clamps for Thorguard					
2723q Total:		29.69							
2812	5/4/2015	12.88	0.00	06/02/2015				False	0
101-410-511-5480 R&M - vehicles				Reflective numbers for PW vehicles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2812 Total:	12.88							
2902	5/8/2015	29.42	0.00	06/02/2015				False	0
101-440-513-5730	Program supplies			Repair mortar for PW sidewalk					
	2902 Total:	29.42							
2952	5/5/2015	20.92	0.00	06/02/2015				False	0
101-420-511-5405	R&M - buildings			Soldering flux, fitting for PD					
	2952 Total:	20.92							
	Lowe's Business Acc/GEC	644.84							
Malnati Organization									
MALNATI									
E178951	5/19/2015	198.35	0.00	06/02/2015				False	0
101-100-511-5840	Meals			Dinner Village Board meeting - 05/19/15					
	E178951 Total:	198.35							
	Malnati Organization Total	198.35							
Microsystems, Inc.									
MICROSYS									
1000072526	4/29/2015	175.00	0.00	06/02/2015				False	0
101-250-511-5340	Maintenance Agreement Expen			Annual maintenance of software					
	1000072526 Total:	175.00							
	Microsystems, Inc. Total:	175.00							
Printwell Printing									
PRINTWEL									
47216	5/19/2015	174.00	0.00	06/02/2015				False	0
101-100-511-5560	Printing & copying services			Business Cards for Trustees					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
47216	5/19/2015	150.00	0.00	06/02/2015				False	0
101-200-511-5560 Printing & copying services					Business Cards for Health Inspector				
47216 Total:		324.00							
Printwell Printing Total:		324.00							
Urhausen Greenhouse									
URHAUSEN									
662757	5/18/2015	942.21	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings					Plants for pool				
662757 Total:		942.21							
662758	5/18/2015	538.80	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings					Plants for pool				
662758 Total:		538.80							
Urhausen Greenhouse Tota		1,481.01							
Report Total:		18,420.69							

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Advocate Occupational Health ADVOCA									
564591	5/4/2015	1,180.00	0.00	06/02/2015				False	0
101-200-511-5599 Other contractual				Drug screening					
564591 Total:		1,180.00							
566529	5/4/2015	114.00	0.00	06/02/2015				False	0
101-200-511-5599 Other contractual				Drug screening					
566529 Total:		114.00							
Advocate Occupational He		1,294.00							
Airgas USA, LLC AIRGAS									
9927202694	4/30/2015	141.80	0.00	06/02/2015				False	0
101-350-512-5660 EMS supplies				Oxygen cylinders for ambulances					
9927202694 Total:		141.80							
Airgas USA, LLC Total:		141.80							
Bell Fuels, Inc. BELLFUEL									
224219	5/5/2015	447.37	0.00	06/02/2015				False	0
101-350-512-5670 Fuel				Fuel for Village Generator					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	224219 Total:	447.37							
	Bell Fuels, Inc. Total:	447.37							
Business Only Broadband BUSONLY									
60067	6/1/2015	250.00	0.00	06/02/2015				False	0
101-250-511-5580 Telephone				Back-up connection - Internet access					
	60067 Total:	250.00							
60068	6/1/2015	250.00	0.00	06/02/2015				False	0
101-250-511-5580 Telephone				Wireless alarm - Inernet access					
	60068 Total:	250.00							
	Business Only Broadband	500.00							
Call One CALLONE									
1010-7823-0001	5/15/2015	1,533.37	0.00	06/02/2015				False	0
101-210-511-5580 Telephone				Telephone - May - Admin					
	1010-7823-0001 Total:	1,533.37							
1010-7823-0002	5/15/2015	426.43	0.00	06/02/2015				False	0
660-610-519-5580 Telephone				Telephone - May - Standpipe					
	1010-7823-0002 Total:	426.43							
1010-7823-0003	5/15/2015	250.96	0.00	06/02/2015				False	0
101-210-511-5580 Telephone				Telephone - May - Police					
	1010-7823-0003 Total:	250.96							
1010-7823-0004	5/15/2015	50.42	0.00	06/02/2015				False	0
205-560-515-5580 Telephone				Telephone - May - Aquatic Center					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1010-7823-0004 Total:		50.42							
1010-7823-0005	5/15/2015	294.02	0.00	06/02/2015				False	0
660-610-519-5580 Telephone				Telephone - May - Public Works					
1010-7823-0005 Total:		294.02							
1010-7823-0007	5/15/2015	-499.54	0.00	06/02/2015				False	0
660-610-519-5580 Telephone				Telephone - May - Public Works Alarm					
1010-7823-0007 Total:		-499.54							
1010-7823-0008	5/15/2015	30.27	0.00	06/02/2015				False	0
660-610-519-5580 Telephone				Telephone - May - Pump House					
1010-7823-0008 Total:		30.27							
1010-7823-0010	5/15/2015	376.07	0.00	06/02/2015				False	0
101-210-511-5580 Telephone				Telephone - May - Municipal Center					
1010-7823-0010 Total:		376.07							
1010-7823-0011	5/15/2015	115.00	0.00	06/02/2015				False	0
660-610-519-5580 Telephone				Telephone - May - Red Center					
1010-7823-0011	5/15/2015	315.22	0.00	06/02/2015				False	0
101-210-511-5580 Telephone				Telephone - May - Red Center					
1010-7823-0011 Total:		430.22							
Call One Total:		2,892.22							
Canon Solutions America									
CANN									
299667	5/1/2015	39.93	0.00	06/02/2015				False	0
101-210-511-5440 R&M - office equipment				Copier maintenance - May					
299667	5/1/2015	19.70	0.00	06/02/2015				False	0
101-210-511-5440 R&M - office equipment				Copier usage - May					
299667 Total:		59.63							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Canon Solutions America T		59.63							
CDW Government CDWGOV VH40168	5/6/2015	55.04	0.00	06/02/2015				False	0
101-350-512-5730 Program supplies				Patch cables					
VH40168 Total:		55.04							
CDW Government Total:		55.04							
Chicago Communications, LLC CHGOCOMM 271521	5/4/2015	774.40	0.00	06/02/2015				False	0
101-300-512-5410 R&M - communications equipm				Police Mobile Maintenance - June 2015					
271521 Total:		774.40							
Chicago Communications,		774.40							
Eagle Engraving EAGLE 2015-1212	5/1/2015	17.90	0.00	06/02/2015				False	0
101-350-512-5665 Firefighting supplies				Passport tags & gear locker sign					
2015-1212 Total:		17.90							
Eagle Engraving Total:		17.90							
Fast Signs FASTSIGN 80-41889	5/5/2015	160.00	0.00	06/02/2015				False	0
101-100-511-5560 Printing & copying services				Installation- New trustee name on kiosk					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
80-41889 Total:		160.00							
Fast Signs Total:		160.00							
Flags USA Inc. FLAGSOA 60971	5/19/2015	239.00	0.00	06/02/2015				False	0
101-300-512-5730 Program supplies				Purchase of flags					
60971 Total:		239.00							
Flags USA Inc. Total:		239.00							
Global Emergency Products Inc GLOBALEN AG44650	5/4/2015	131.86	0.00	06/02/2015				False	0
101-350-512-5740 Repair parts				Primer cables					
AG44650 Total:		131.86							
Global Emergency Product		131.86							
Goldman, Phil GOLDMPH P3705324	5/10/2015	50.00	0.00	06/02/2015				False	0
101-000-410-4540 Parking ticket fines				Refund - overpayment of parking ticket					
P3705324 Total:		50.00							
Goldman, Phil Total:		50.00							
Groot Recycling & Waste Services GROOT 13257037	5/1/2015	53,678.78	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-440-514-5230 Garbage & recycling				1229-001 - Community pick up					
13257037 Total:		53,678.78							
13257038	5/1/2015	683.47	0.00	06/02/2015				False	0
101-440-514-5230 Garbage & recycling				1230-001 - School District 74					
13257038 Total:		683.47							
13269946	5/1/2015	2,967.23	0.00	06/02/2015				False	0
101-440-514-5230 Garbage & recycling				1231-001 - Multi family pickup					
13269946 Total:		2,967.23							
Groot Recycling & Waste S		57,329.48							
Hunt, Barbara									
HUNTBAR									
051815	5/18/2015	1,049.40	0.00	06/02/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Pool Pass					
051815 Total:		1,049.40							
Hunt, Barbara Total:		1,049.40							
Impact Networking, LLC									
IMPACT									
499837	5/12/2015	135.29	0.00	06/02/2015				False	0
660-610-519-5340 Maintenance Agreement Expen				Copier - May - Public Works					
499837	5/12/2015	155.87	0.00	06/02/2015				False	0
205-500-515-5440 R&M - office equipment				Copier - May - Parks					
499837	5/12/2015	126.00	0.00	06/02/2015				False	0
101-000-210-2650 Contractor Permits Payable				Copier - May - Fire					
499837	5/12/2015	434.32	0.00	06/02/2015				False	0
101-210-511-5440 R&M - office equipment				Copier - May - PD & Finance					
499837	5/12/2015	55.07	0.00	06/02/2015				False	0
101-000-210-2650 Contractor Permits Payable				Copier - May - CD					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	499837 Total:	906.55							
	Impact Networking, LLC T	906.55							
JG Uniforms Inc									
JGUNIFOR									
36864	5/7/2015	257.00	0.00	06/02/2015				False	0
101-300-512-5070 Uniform allowance				Uniform items					
	36864 Total:	257.00							
	JG Uniforms Inc Total:	257.00							
JS Communications									
JSCOMM									
3507	5/4/2015	929.80	0.00	06/02/2015				False	0
101-300-512-5410 R&M - communications equipm				Annual maintenance for BUCOM warning siren					
	3507 Total:	929.80							
	JS Communications Total:	929.80							
Law Enforcement Training LLC									
LAENFOR									
LET12015	1/20/2015	1,650.00	0.00	06/02/2015				False	0
101-300-512-5399 Other professional services				CourtSmart Legal Training					
	LET12015 Total:	1,650.00							
	Law Enforcement Training	1,650.00							
LocalGovNews.Org									
LOCALG									
5082015	4/7/2015	780.00	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
101-200-511-5620 Books & publications					Membership - Village Manager				
5082015 Total:		780.00							
LocalGovNews.Org Total:		780.00							
Lowe's Business Acc/GECF									
LOWES									
08158	5/12/2015	56.91	0.00	06/02/2015				False	0
101-350-512-5799 Other materials & supplies					Shop vac filters, shower curtains				
08158 Total:		56.91							
Lowe's Business Acc/GEC		56.91							
Norcom									
NORCOM									
NORCOM5415	5/4/2015	1,700.00	0.00	06/02/2015				False	0
101-300-512-5540 Intergovernmental fees & dues					NORCOM Consultant/Technical Coordinator				
NORCOM5415 Total:		1,700.00							
Norcom Total:		1,700.00							
Northern Illinois Police Alarm System									
NTILPALS									
10198	5/4/2015	108.00	0.00	06/02/2015				False	0
101-300-512-5730 Program supplies					Annual NIPAS Meeting				
10198 Total:		108.00							
Northern Illinois Police Al		108.00							
Palatine Oil, Co, Inc.									
PALAT									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
7052794	5/13/2015	26.36	0.00	06/02/2015				False	0
101-420-511-5670 Fuel				Fuel usage					
7052794	5/13/2015	2,863.81	0.00	06/02/2015				False	0
101-300-512-5670 Fuel				Fuel usage					
7052794	5/13/2015	206.62	0.00	06/02/2015				False	0
101-350-512-5670 Fuel				Fuel usage					
7052794	5/13/2015	72.06	0.00	06/02/2015				False	0
101-410-511-5670 Fuel				Fuel usage					
7052794	5/13/2015	125.21	0.00	06/02/2015				False	0
101-420-511-5670 Fuel				Fuel usage					
7052794	5/13/2015	718.08	0.00	06/02/2015				False	0
101-440-513-5670 Fuel				Fuel usage					
7052794	5/13/2015	461.07	0.00	06/02/2015				False	0
205-430-515-5670 Fuel				Fuel usage					
7052794	5/13/2015	520.60	0.00	06/02/2015				False	0
660-620-519-5670 Fuel				Fuel usage					
7052794 Total:		4,993.81							
7052795	5/13/2015	490.53	0.00	06/02/2015				False	0
101-350-512-5670 Fuel				Fuel usage					
7052795	5/13/2015	826.58	0.00	06/02/2015				False	0
101-440-513-5670 Fuel				Fuel usage					
7052795	5/13/2015	249.46	0.00	06/02/2015				False	0
205-430-515-5670 Fuel				Fuel usage					
7052795	5/13/2015	265.42	0.00	06/02/2015				False	0
660-620-519-5670 Fuel				Fuel usage					
7052795 Total:		1,831.99							
Palatine Oil, Co, Inc. Total		6,825.80							
Pitney Bowes PITNEYBO									
2355016-MY15	5/13/2015	262.26	0.00	06/02/2015				False	0
101-210-511-5440 R&M - office equipment				Rental fees - April 30 thru May 30					
2355016-MY15 Total:		262.26							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Pitney Bowes Total:		262.26							
Sam's Club SAMSCL 51315	5/13/2015	125.92	0.00	06/02/2015				False	0
205-520-515-5645 Concessions & food				Snacks - Club Kid					
51315 Total:		125.92							
Sam's Club Total:		125.92							
Training Concepts, Inc. TRAI 23801	5/14/2015	30.00	0.00	06/02/2015				False	0
101-350-512-5730 Program supplies				CPR instructor renewal class					
23801 Total:		30.00							
Training Concepts, Inc. To		30.00							
Wells Fargo Bank, NA WELLS 1190159	5/1/2015	62.50	0.00	06/02/2015				False	0
330-000-571-7100 Fiscal charges				Administration Fees - 2011A					
1190159	5/1/2015	187.50	0.00	06/02/2015				False	0
217-000-529-7100 Fiscal Charges				Administration Fees - 2011A					
1190159 Total:		250.00							
1190160	5/1/2015	250.00	0.00	06/02/2015				False	0
330-000-571-7100 Fiscal charges				Administration Fees - 2011B					
1190160 Total:		250.00							
Wells Fargo Bank, NA Tota		500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Woodward Printing Services									
WOODWARD									
37955	4/30/2015	1,864.75	0.00	06/02/2015				False	0
101-100-511-5565 Village Newsletter					Connections Newsletter - May/June 2015				
37955 Total:		1,864.75							
Woodward Printing Service		1,864.75							
Report Total:		81,139.09							

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Chicago Metropolitan Fire Prevention Co. CHGOMETR									
104388	4/27/2015	777.00	0.00	06/02/2015				False	0
101-350-512-5411 R&M- Wireless Alarm Equipm				April wireless radio network					
104388 Total:		777.00							
Chicago Metropolitan Fire		777.00							
Clark Baird Smith, LLP CLARKBAI									
5877	5/5/2015	4,135.00	0.00	06/02/2015				False	0
101-230-511-5399 Other professional services				Legal services for personnel matters					
5877 Total:		4,135.00							
Clark Baird Smith, LLP To		4,135.00							
ClientFirst Consulting Group, LLC CLIENTFI									
5228	4/30/2015	3,044.37	0.00	06/02/2015				False	0
101-250-511-5320 Consulting				IT Support					
5228	4/30/2015	3,044.38	0.00	06/02/2015				False	0
660-610-519-5340 Maintenance Agreement Expen				IT Support					
5228 Total:		6,088.75							
5229	4/30/2015	2,450.62	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-250-511-5320 Consulting				IT Strategic Planning					
5229	4/30/2015	816.88	0.00	06/02/2015				False	0
101-250-511-5330 Data processing				IT Strategic Planning					
5229 Total:		3,267.50							
5230	4/30/2015	345.00	0.00	06/02/2015				False	0
660-620-519-5599 Other contractual				2 factor authentication					
5230 Total:		345.00							
5231	4/30/2015	306.25	0.00	06/02/2015				False	0
101-000-210-2650 Contractor Permits Payable				Community Development & Public Works					
5231 Total:		306.25							
5232	4/30/2015	4,288.75	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				New World Server replacement					
5232 Total:		4,288.75							
5233	4/30/2015	2,638.15	0.00	06/02/2015				False	0
205-560-515-5640 Computer supplies				Non Resident pool pass					
5233 Total:		2,638.15							
5234	4/30/2015	3,272.50	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				PC replacement					
5234 Total:		3,272.50							
5235	4/30/2015	1,402.50	0.00	06/02/2015				False	0
205-560-515-5640 Computer supplies				Pool Set up					
5235	4/30/2015	1,190.00	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				Pool Set up					
5235 Total:		2,592.50							
5236	4/30/2015	513.75	0.00	06/02/2015				False	0
660-610-519-5340 Maintenance Agreement Expen				Public Works projects					
5236 Total:		513.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
5237	4/30/2015	297.50	0.00	06/02/2015				False	0
101-250-511-5340 Maintenance Agreement Expen				Security Systems RFP					
5237 Total:		297.50							
5238	4/30/2015	2,358.75	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				Telecom upgrade					
5238 Total:		2,358.75							
5239	4/30/2015	632.50	0.00	06/02/2015				False	0
101-250-561-6530 Equipment - data processing				Village Hall to PW fiber					
5239 Total:		632.50							
5240	4/30/2015	1,351.25	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				Wireless in Village buildings					
5240 Total:		1,351.25							
ClientFirst Consulting Gro		27,953.15							
College of Dupage COLLEGEO									
5954	5/13/2015	95.00	0.00	06/02/2015				False	0
101-300-512-5590 Training				Police Officer training					
5954 Total:		95.00							
College of Dupage Total:		95.00							
Commonwealth Edison COMED									
0008132018	5/8/2015	403.00	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Electric- Kostner/Morse - 4/9-5/8					
0008132018 Total:		403.00							
0104767008	5/12/2015	2,116.93	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
660-620-519-5785 Utilities - public way				Electric- Pump Station - 4/10-5/11					
0104767008 Total:		2,116.93							
0592075011	4/29/2015	2,452.79	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Street Lighting					
0592075011 Total:		2,452.79							
0933017059	5/12/2015	539.16	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Electric- 6754 Cicero - 4/10-5/11					
0933017059 Total:		539.16							
1700394002	5/11/2015	28.28	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Electric- ES Crawford - 4/10-5/11					
1700394002 Total:		28.28							
1784010001	5/18/2015	1,032.72	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Electric- Shelter - 3/11-4/9					
1784010001 Total:		1,032.72							
1784059008	5/11/2015	831.23	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Electric- NS Morse - 4/9-5/8					
1784059008 Total:		831.23							
1784346006	5/8/2015	324.56	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Electric- SS Touhy - 4/9-5/8					
1784346006 Total:		324.56							
1784521009	5/11/2015	21.20	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Electric- WS Cicero - 4/8-5/11					
1784521009 Total:		21.20							
2028043041	5/8/2015	3,042.32	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Street Lighting					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2028043041 Total:	3,042.32							
2187009072	5/11/2015	296.76	0.00	06/02/2015				False	0
101-440-513-5785	Utilities - public way			Electric- 7000 Mc Cormick - 4/9-5/8					
	2187009072 Total:	296.76							
2649157097	5/8/2015	118.68	0.00	06/02/2015				False	0
101-440-513-5785	Utilities - public way			Electric- 3550 Pratt - 4/9-5/7					
	2649157097 Total:	118.68							
3462712002	5/8/2015	422.25	0.00	06/02/2015				False	0
660-620-519-5785	Utilities - public way			Electric- Water Tower - 4/9-5/7					
	3462712002 Total:	422.25							
4147167024	5/13/2015	360.12	0.00	06/02/2015				False	0
101-440-513-5785	Utilities - public way			Electric- 7055 Kostner - 4/10-5/12					
	4147167024 Total:	360.12							
4413156059	5/12/2015	89.11	0.00	06/02/2015				False	0
101-440-513-5785	Utilities - public way			Electric- 7300 Cicero - 4/13-5/11					
	4413156059 Total:	89.11							
4791110064	5/12/2015	280.78	0.00	06/02/2015				False	0
101-440-513-5785	Utilities - public way			Electric- 3928 Touhy - 4/10-5/11					
	4791110064 Total:	280.78							
57221-35010	5/9/2015	45.31	0.00	06/02/2015				False	0
101-440-513-5785	Utilities - public way			Street Lighting					
	57221-35010 Total:	45.31							
	Commonwealth Edison To	12,405.20							

Cook, Aaron

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
COOKAARO									
REIM041715ACL	4/17/2015	1,130.12	0.00	06/02/2015				False	0
101-240-517-5830 Lodging				Reimburse - Conference - Lodging					
REIM041715ACL Total:		1,130.12							
REIM041715ACM	4/17/2015	160.00	0.00	06/02/2015				False	0
101-240-517-5840 Meals				Reimburse - Conference - Meals					
REIM041715ACM Total:		160.00							
REIM041715ACR	4/17/2015	836.00	0.00	06/02/2015				False	0
101-240-517-5810 Conference & meeting registrat				Reimburse - Conference - Registration					
REIM041715ACR Total:		836.00							
REIM041715ACT	4/17/2015	7.25	0.00	06/02/2015				False	0
101-240-517-5850 Purchased transportation				Reimburse - Conference - Transportation					
REIM041715ACT	4/17/2015	25.00	0.00	06/02/2015				False	0
101-240-517-5850 Purchased transportation				Reimburse - Conference - Transportation					
REIM041715ACT Total:		32.25							
Cook, Aaron Total:		2,158.37							
Die, Quyen									
DIEQU									
051415	5/14/2015	142.20	0.00	06/02/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Pool Pass					
051415 Total:		142.20							
Die, Quyen Total:		142.20							
Flags USA Inc.									
FLAGSOA									
60708	4/27/2015	109.80	0.00	06/02/2015				False	0
101-300-512-5730 Program supplies				HR Commission flags					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60708 Total:		109.80							
Flags USA Inc. Total:		109.80							
Graham C-Stores Company									
GRAHAM									
INV-069392	5/1/2015	625.00	0.00	06/02/2015				False	0
101-300-512-5480 R&M - vehicles				Car washes - April					
INV-069392 Total:		625.00							
Graham C-Stores Company		625.00							
Groot Recycling & Waste Services									
GROOT									
13254648	4/16/2015	2,084.47	0.00	06/02/2015				False	0
101-440-514-5230 Garbage & recycling				22280-01 / Public Works					
13254648 Total:		2,084.47							
13256899	4/30/2015	2,226.70	0.00	06/02/2015				False	0
101-440-514-5230 Garbage & recycling				22280-02 / Public Works					
13256899 Total:		2,226.70							
Groot Recycling & Waste S		4,311.17							
Grossinger Hyundai									
GROSSHYU									
5212015	5/21/2015	23,706.00	0.00	06/02/2015				False	0
101-240-517-5911 Sales Tax Sharing Agreements				Hyundai Sales tax sharing payment					
5212015 Total:		23,706.00							
Grossinger Hyundai Total:		23,706.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Holland & Knight LLP HOLLAND									
051215	5/12/2015	12,028.00	0.00	06/02/2015				False	0
101-230-511-5350 Legal - retainer				Legal bills - Retainer - April					
051215 Total:		12,028.00							
3183997	5/7/2015	1,248.00	0.00	06/02/2015				False	0
101-230-511-5370 Legal - review				Legal bills - Springbrook Software					
3183997 Total:		1,248.00							
3184000	5/7/2015	2,271.00	0.00	06/02/2015				False	0
218-000-517-5399 Other Professional				Legal bills - TIF review					
3184000 Total:		2,271.00							
3184004	5/7/2015	1,386.00	0.00	06/02/2015				False	0
101-230-511-5370 Legal - review				Legal bills - Sacred Learning Center					
3184004 Total:		1,386.00							
3184009	5/7/2015	1,534.00	0.00	06/02/2015				False	0
217-000-517-5399 Other professional services				Legal bills - UP Abondonment					
3184009 Total:		1,534.00							
3184014	5/7/2015	53.00	0.00	06/02/2015				False	0
217-000-517-5399 Other professional services				Legal bills - RE tax appeal					
3184014 Total:		53.00							
3184015	5/7/2015	2,418.25	0.00	06/02/2015				False	0
101-230-511-5399 Other professional services				Legal bills - Prosecution					
3184015 Total:		2,418.25							
Holland & Knight LLP Tot		20,938.25							

Kiesler's Police Supply

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
KIESLERS									
0758805	5/14/2015	1,070.00	0.00	06/02/2015				False	0
101-300-512-5730 Program supplies				Bolt kits & training					
0758805 Total:		1,070.00							
Kiesler's Police Supply Tot		1,070.00							
Major Appliance Service, Inc									
MAJOR									
209605	4/22/2015	150.00	0.00	06/02/2015				False	0
205-563-515-5405 Repairs and Maint. Building				Installation of dump station					
209605 Total:		150.00							
Major Appliance Service, I		150.00							
Nicor Gas									
NICOR									
21-46-84-00003	5/11/2015	202.89	0.00	06/02/2015				False	0
205-560-515-5780 Utilities - government buildin				Gas - Pool - 4/9-5/11					
21-46-84-00003 Total:		202.89							
21-84-84-00004	5/8/2015	141.92	0.00	06/02/2015				False	0
660-620-519-5780 Utilities - government buildin				Gas - Pump Station - 4/9-5/8					
21-84-84-00004 Total:		141.92							
31-46-84-00002	5/11/2015	349.91	0.00	06/02/2015				False	0
205-560-515-5780 Utilities - government buildin				Gas - Parks & Rec - 4/9-5/11					
31-46-84-00002 Total:		349.91							
70-61-47-04487	5/12/2015	128.85	0.00	06/02/2015				False	0
205-560-515-5780 Utilities - government buildin				Gas - 7055 Kostner - 4/10-5/12					
70-61-47-04487 Total:		128.85							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Nicor Gas Total:		823.57							
Northern Illinois University-Grants Fiscal Admin									
NIUG									
PRI4196	5/13/2015	2,112.00	0.00	06/02/2015				False	0
101-240-517-5399 Other professional services				Student Intern - CD - March & April					
PRI4196 Total:		2,112.00							
Northern Illinois Universit		2,112.00							
Ridarelli, Beth									
RIDARELL									
051415	5/14/2015	57.50	0.00	06/02/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Program fees					
051415 Total:		57.50							
Ridarelli, Beth Total:		57.50							
Robbins, Salomon & Patt, LTD									
RS&PLTD									
187891	5/11/2015	1,140.00	0.00	06/02/2015				False	0
101-230-511-5399 Other professional services				Municipal Prosecution/Traffic - April					
187891 Total:		1,140.00							
187892	5/11/2015	727.50	0.00	06/02/2015				False	0
101-230-511-5399 Other professional services				Adjudicative Hearings - April					
187892 Total:		727.50							
187893	5/11/2015	60.00	0.00	06/02/2015				False	0
101-230-511-5399 Other professional services				Litigation - April					
187893 Total:		60.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	Robbins, Salomon & Patt,	1,927.50							
Server Supply									
SERVERSU									
2612866	4/24/2015	840.00	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				License for firewall					
2612866 Total:		840.00							
Server Supply Total:		840.00							
Team Sales Ltd.									
TEAMSALE									
17503	3/29/2015	165.00	0.00	06/02/2015				False	0
101-300-512-5070 Uniform allowance				Uniform items					
17503 Total:		165.00							
Team Sales Ltd. Total:		165.00							
Trizetto Provider Solutions									
TRIZETTO									
7108051500	5/13/2015	140.16	0.00	06/02/2015				False	0
101-000-410-4315 Ambulance & EMS fees				Claims transaction fee - April					
7108051500 Total:		140.16							
Trizetto Provider Solutions		140.16							
Report Total:		104,641.87							

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 05/27/2015 - 3:41PM
 Batch: 00103.06.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Albar Products, Inc. ALBAR 15-190	4/30/2015	15,670.00	0.00	06/02/2015				False	0
101-420-511-5405 R&M - buildings				Removal and replacement of Pella Windows for Fire					
15-190 Total:		15,670.00							
Albar Products, Inc. Total:		15,670.00							
American Express AMEREXP 31083042315	4/23/2015	40.07	0.00	06/02/2015				False	0
101-350-512-5730 Program supplies				Battery Junction - AED batteries					
31083042315 Total:		40.07							
31158041315	4/13/2015	102.85	0.00	06/02/2015				False	0
660-610-519-5580 Telephone				Comcast internet - Pump House					
31158041315	4/13/2015	385.00	0.00	06/02/2015				False	0
101-250-511-5640 Computer supplies				Hard Drive					
31158041315 Total:		487.85							
31158042015	4/20/2015	90.00	0.00	06/02/2015				False	0
101-200-511-5599 Other contractual				Ad for seasonal laborer					
31158042015 Total:		90.00							
31158042315	4/23/2015	3,759.90	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				New iPads for Trustees					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
31158042315 Total:		3,759.90							
31158042715	4/27/2015	144.75	0.00	06/02/2015				False	0
101-200-511-5599 Other contractual				Drug screening					
31158042715	4/27/2015	1,839.96	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				iPads					
31158042715 Total:		1,984.71							
31158050415	5/4/2015	129.99	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				iPad case/keyboard					
31158050415 Total:		129.99							
31174042415	4/24/2015	882.85	0.00	06/02/2015				False	0
205-560-515-5730 Program supplies				Kiefer swim products					
31174042415	4/24/2015	600.00	0.00	06/02/2015				False	0
205-560-515-5730 Program supplies				HydroFit, Inc.					
31174042415 Total:		1,482.85							
31174042815	4/28/2015	188.29	0.00	06/02/2015				False	0
205-430-515-5730 Program supplies				NRPA					
31174042815	4/28/2015	651.00	0.00	06/02/2015				False	0
205-571-515-5535 Facility rental				Eddie Z Blinds					
31174042815 Total:		839.29							
32008041315	4/13/2015	252.85	0.00	06/02/2015				False	0
101-250-511-5580 Telephone				Comcast internet					
32008041315	4/13/2015	142.85	0.00	06/02/2015				False	0
660-610-519-5580 Telephone				Comcast internet - Public Works					
32008041315 Total:		395.70							
32115041415	4/14/2015	5.00	0.00	06/02/2015				False	0
101-100-511-5820 Local mileage, parking & tolls				Parking - Mayor's Caucus					
32115041415 Total:		5.00							
32115042715	4/27/2015	3.00	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
101-100-511-5820 Local mileage, parking & tolls				Parking NWMC Press					
32115042715 Total:		3.00							
American Express Total:		9,218.36							
ARRP Trucking & Hauling Inc									
ARRP									
7630	5/1/2015	771.00	0.00	06/02/2015				False	0
660-620-519-5599 Other contractual				3 loads of dirt hauled out					
7630 Total:		771.00							
ARRP Trucking & Hauling		771.00							
AT&T									
AT&T									
773R07163604	4/28/2015	77.45	0.00	06/02/2015				False	0
215-000-512-5580 Telephone				Telephone services					
773R07163604 Total:		77.45							
847734584004	5/7/2015	1,203.42	0.00	06/02/2015				False	0
215-000-512-5580 Telephone				Telephone services					
847734584004 Total:		1,203.42							
847734584303	5/7/2015	345.27	0.00	06/02/2015				False	0
215-000-512-5580 Telephone				Telephone services					
847734584303 Total:		345.27							
AT&T Total:		1,626.14							
Bank of America, Business Card									
BANKOFAM									
0423031915	3/19/2015	590.00	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-300-512-5590 Training				Police Training					
0423031915 Total:		590.00							
0423042815	4/28/2015	409.88	0.00	06/02/2015				False	0
101-300-512-5830 Lodging				Hotel Accommodations - Training					
0423042815 Total:		409.88							
0423043015	4/30/2015	179.98	0.00	06/02/2015				False	0
101-300-512-5640 Computer supplies				Wireless Keyboard					
0423043015 Total:		179.98							
7130040815	4/8/2015	45.95	0.00	06/02/2015				False	0
101-420-511-5405 R&M - buildings				Water filter for buildings					
7130040815 Total:		45.95							
7868040815	4/8/2015	25.15	0.00	06/02/2015				False	0
205-503-515-5730 Program supplies				Lowes - Etching event					
7868040815	4/8/2015	6.87	0.00	06/02/2015				False	0
205-506-515-5730 Program supplies				Michaels - Birthday party					
7868040815	4/8/2015	11.17	0.00	06/02/2015				False	0
205-503-515-5730 Program supplies				Michaels - Etching event					
7868040815 Total:		43.19							
7868041315	4/13/2015	24.00	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Dollar Tree - Bingo					
7868041315	4/13/2015	79.72	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Party City - Bingo					
7868041315 Total:		103.72							
7868041415	4/14/2015	357.00	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Santo Sport Store					
7868041415 Total:		357.00							
7868041515	4/15/2015	35.33	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Target - Bingo					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
7868041515	4/15/2015	-38.41	0.00	06/02/2015				False	0
205-503-515-5730 Program supplies				Michaels - credit					
7868041515	4/15/2015	-1.30	0.00	06/02/2015				False	0
205-503-515-5730 Program supplies				Michaels - credit					
7868041515	4/15/2015	36.86	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Michaels - Bingo					
7868041515	4/15/2015	7.94	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Party City - Bingo					
7868041515 Total:		40.42							
7868041615	4/16/2015	35.50	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Little Caesars - Bingo					
7868041615	4/16/2015	7.00	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Dollar Tree - Bingo					
7868041615 Total:		42.50							
7868041715	4/17/2015	-2.72	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Target - Credit					
7868041715	4/17/2015	-32.32	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Michaels - credit					
7868041715	4/17/2015	-0.99	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Party City - Credit					
7868041715	4/17/2015	-38.85	0.00	06/02/2015				False	0
205-504-515-5730 Program supplies				Party City - Credit					
7868041715	4/17/2015	8.68	0.00	06/02/2015				False	0
205-571-515-5535 Facility rental				Michaels - Community Center Supplies					
7868041715 Total:		-66.20							
7868042015	4/20/2015	25.00	0.00	06/02/2015				False	0
205-502-515-5270 Purchased program services				Craigslist - Archery instructor					
7868042015 Total:		25.00							
7868042215	4/22/2015	19.47	0.00	06/02/2015				False	0
205-570-515-5645 Concessions & food				Lunch for bus driver					
7868042215	4/22/2015	25.00	0.00	06/02/2015				False	0
205-570-515-5645 Concessions & food				Lunch for chaperone					
7868042215	4/22/2015	39.00	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-570-515-5270	Purchased program services				Huron parking fpr chaperone				
	7868042215 Total:	83.47							
9820042015	4/20/2015	291.00	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Community Center tables				
9820042015	4/20/2015	140.12	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Ricoh - Community Center copier				
	9820042015 Total:	431.12							
9820042115	4/21/2015	150.00	0.00	06/02/2015				False	0
205-530-515-5270	Purchased program services				Care.com - job posting				
	9820042115 Total:	150.00							
9820042415	4/24/2015	40.99	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Amazon - Community Ctr supplies				
	9820042415 Total:	40.99							
9820042515	4/25/2015	48.99	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Amazon - Community Ctr supplies				
9820042515	4/25/2015	93.99	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Amazon - Community Ctr supplies				
9820042515	4/25/2015	78.22	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Amazon - Community Ctr supplies				
	9820042515 Total:	221.20							
9820042615	4/26/2015	26.99	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Amazon - Community Ctr hangers				
9820042615	4/26/2015	26.99	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Amazon - Community Ctr hangers				
9820042615	4/26/2015	7.99	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Amazon - Community Ctr supplies				
9820042615	4/26/2015	116.47	0.00	06/02/2015				False	0
205-571-515-5535	Facility rental				Amazon - Community Ctr rug				
	9820042615 Total:	178.44							
9820042715	4/27/2015	26.99	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-571-515-5535 Facility rental				Amazon - Community Ctr hangers					
9820042715	4/27/2015	94.97	0.00	06/02/2015				False	0
205-571-515-5535 Facility rental				Amazon - Community Ctr rug					
9820042715 Total:		121.96							
9820042915	4/29/2015	26.99	0.00	06/02/2015				False	0
205-571-515-5535 Facility rental				Amazon - Community Ctr hangers					
9820042915 Total:		26.99							
Bank of America, Business		3,025.61							
ClientFirst Consulting Group, LLC									
CLIENTFI									
5279	4/30/2015	6,842.50	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				Firewall replacement project					
5279 Total:		6,842.50							
ClientFirst Consulting Gro		6,842.50							
Commonwealth Edison									
COMED									
1415030000	5/11/2015	100.29	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street Lights - 3955 W. Loyola					
1415030000 Total:		100.29							
142709057	5/8/2015	181.61	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street Lights - Karlov & Pratt					
142709057 Total:		181.61							
1747130062	5/11/2015	52.80	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street Lights - 3995 W Lunt					
1747130062 Total:		52.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2155160028	5/8/2015	97.17	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street Lights - Knox & Pratt					
2155160028 Total:		97.17							
3219170058	5/11/2015	101.66	0.00	06/02/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street Lights - 4990 W Pratt					
3219170058 Total:		101.66							
Commonwealth Edison To		533.53							
Dell Marketing, L.P DELLMARK XJNP1P8C7	4/10/2015	4,393.52	0.00	06/02/2015				False	0
215-000-512-6530 Equipment - data processing				Computers for 911 dispatch center					
XJNP1P8C7 Total:		4,393.52							
XJNT1J5N1	4/17/2015	9,126.96	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				Virtual server licenses for PD					
XJNT1J5N1 Total:		9,126.96							
Dell Marketing, L.P Total:		13,520.48							
EJ Equipment EJEQUIP 68360	4/17/2015	85.29	0.00	06/02/2015				False	0
660-620-519-5745 Small tools				Bracket, washer, O-ring for Truck #6					
68360 Total:		85.29							
EJ Equipment Total:		85.29							
Elanar Construction ELANAR									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
414-C	4/14/2015	50,000.00	0.00	06/02/2015				False	0
205-430-515-6350 Park Construction & Improvem				O'Brien Park partial payment					
414-C Total:		50,000.00							
Elanar Construction Total:		50,000.00							
Gewalt Hamilton Associates Inc									
GEWALT									
38882	5/1/2015	500.00	0.00	06/02/2015				False	0
101-290-511-5920 Administration Engineer Costs				Light pole at 7035 Tripp					
38882 Total:		500.00							
4700.002-7	2/23/2015	18,243.55	0.00	06/02/2015				False	0
213-000-561-5340 Engineering				LWD storm water pilot program					
4700.002-7 Total:		18,243.55							
9232.000-2369	5/22/2015	468.00	0.00	06/02/2015				False	0
101-290-511-5920 Administration Engineer Costs				General Consulting - April					
9232.000-2369 Total:		468.00							
9232.376-11	5/22/2015	162.00	0.00	06/02/2015				False	0
213-000-561-5340 Engineering				Crawford Lighting Construction					
9232.376-11 Total:		162.00							
9232.377-12	5/22/2015	7,617.50	0.00	06/02/2015				False	0
213-000-561-5340 Engineering				Street lighting Design Year 4					
9232.377-12 Total:		7,617.50							
Gewalt Hamilton Associate		26,991.05							
Hincapie, Jan									
HINCAPIE									
REIM042815JHL	4/28/2015	63.28	0.00	06/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-500-515-5830 Lodging				Reimbursement Conference - Lodging					
REIM042815JHL Total:		63.28							
REIM042815JHT	4/28/2015	258.75	0.00	06/02/2015				False	0
205-500-515-5820 Local mileage, parking & tolls				Reimbursement Conference - Mileage					
REIM042815JHT	4/28/2015	3.60	0.00	06/02/2015				False	0
205-500-515-5820 Local mileage, parking & tolls				Reimbursement Conference - Mileage					
REIM042815JHT Total:		262.35							
Hincapie, Jan Total:		325.63							
Home Depot Credit Services									
HOMEDEPO									
023211/1015128	4/23/2015	436.85	0.00	06/02/2015				False	0
101-420-511-5405 R&M - buildings				Tiles, utility knives, tile tools, scraper					
023211/1015128 Total:		436.85							
Home Depot Credit Servic		436.85							
I.D.E.S.									
IDES									
652021448	5/21/2015	9,447.00	0.00	06/02/2015				False	0
101-250-511-5590 Training				1st Quarter 2015 Unemployment tax					
652021448 Total:		9,447.00							
I.D.E.S. Total:		9,447.00							
Intoximeters									
INTOXIME									
498174	5/8/2015	352.25	0.00	06/02/2015				False	0
101-300-512-5730 Program supplies				Dry gas canisters					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
498174 Total:		352.25							
Intoximeters Total:		352.25							
Lowe's Business Acc/GECE									
LOWES									
2404	4/30/2015	9.49	0.00	06/02/2015				False	0
101-440-513-5480 R&M - vehicles				Adhesive for Tractor #1					
2404 Total:		9.49							
Lowe's Business Acc/GEC		9.49							
Nicor Gas									
NICOR									
3017240000	5/13/2015	824.66	0.00	06/02/2015				False	0
101-420-511-5780 Utilities - government buildin				Gas - Public Services					
3017240000 Total:		824.66							
5202340000	5/14/2015	460.43	0.00	06/02/2015				False	0
101-420-511-5780 Utilities - government buildin				Gas - Village Hall					
5202340000 Total:		460.43							
6202340000	5/14/2015	933.24	0.00	06/02/2015				False	0
101-420-511-5780 Utilities - government buildin				Gas - Public Safety					
6202340000 Total:		933.24							
Nicor Gas Total:		2,218.33							
Reliance Plumbing									
RELPLU									
150073	3/13/2015	500.00	0.00	06/02/2015				False	0
101-000-210-2620 Contractor bonds payable				ROW Deposit - Refund 7007 Cicero					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
150073 Total:		500.00							
Reliance Plumbing Total:		500.00							
Suburban Concrete, Inc. SUBUR									
150506	4/30/2015	86,453.47	0.00	06/02/2015				False	0
101-440-514-6300 Street system construction/imp					Sidewalk removal and replacement				
150506	4/30/2015	15,000.00	0.00	06/02/2015				False	0
217-000-561-6100 Land acquisition & improveme					Sidewalk removal and replacement				
150506 Total:		101,453.47							
Suburban Concrete, Inc. To		101,453.47							
Suburban Laboratories, Inc. SUBURB									
122325	4/29/2015	52.50	0.00	06/02/2015				False	0
660-620-519-5320 Consulting					Coliform testing and disinfectant by products				
122325 Total:		52.50							
Suburban Laboratories, Inc		52.50							
Transchicago Truck Group TRANSCHI									
1557089	4/16/2015	203.12	0.00	06/02/2015				False	0
101-410-511-5620 Books and Publications					Service Book for Sweeper #1				
1557089 Total:		203.12							
1557653	4/18/2015	43.30	0.00	06/02/2015				False	0
101-410-511-5620 Books and Publications					Service Book for Sweeper #1				
1557653 Total:		43.30							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1558237	4/22/2015	193.22	0.00	06/02/2015				False	0
101-410-511-5620 Books and Publications				Service Book for Sweeper #1					
1558237 Total:		193.22							
Transchicago Truck Group		439.64							
Verizon Wireless									
VERIZON									
9744089968	4/16/2015	1,399.30	0.00	06/02/2015				False	0
101-210-511-5580 Telephone				Cell phones - Mar thru April 16					
9744089968	4/16/2015	81.12	0.00	06/02/2015				False	0
205-508-515-5580 Telephone				Cell phones - Mar thru April 16					
9744089968	4/16/2015	39.66	0.00	06/02/2015				False	0
205-520-515-5580 Telephone				Cell phones - Mar thru April 16					
9744089968	4/16/2015	184.57	0.00	06/02/2015				False	0
205-530-515-5580 Telephone				Cell phones - Mar thru April 16					
9744089968	4/16/2015	34.08	0.00	06/02/2015				False	0
205-560-515-5580 Telephone				Cell phones - Mar thru April 16					
9744089968	4/16/2015	0.20	0.00	06/02/2015				False	0
205-550-515-5270 Purchased program services				Cell phones - Mar thru April 16					
9744089968	4/16/2015	127.20	0.00	06/02/2015				False	0
101-000-210-2650 Contractor Permits Payable				Cell phones - Mar thru April 16					
9744089968	4/16/2015	498.43	0.00	06/02/2015				False	0
660-610-519-5580 Telephone				Cell phones - Mar thru April 16					
9744089968	4/16/2015	656.65	0.00	06/02/2015				False	0
101-250-511-5580 Telephone				Cell phones - Mar thru April 16					
9744089968 Total:		3,021.21							
Verizon Wireless Total:		3,021.21							
Work' N Gear, LLC									
WRKNGEAR									
HA44007	5/4/2015	180.00	0.00	06/02/2015				False	0
101-440-513-5070 Uniform allowance				Clothing allowance					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

HA44007 Total:	180.00

Work' N Gear, LLC Total:	180.00

Report Total:	246,720.33

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 05/27/2015 - 9:25AM
 Batch: 00104.06.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Active Electrical Supply Co., Inc. & Fox Lighting									
ACTIVELE									
10456613-01	5/8/2015	308.80	0.00	06/02/2015				False	0
101-440-513-5290 Street lights & traffic signal				Fuses for street lights					
10456613-01 Total:		308.80							
10457669-00	5/13/2015	63.98	0.00	06/02/2015				False	0
205-430-515-5730 Program supplies				Light bulbs for Shelter House					
10457669-00 Total:		63.98							
Active Electrical Supply C		372.78							
American First Aid Services									
AFAS INC									
23498	5/18/2015	220.80	0.00	06/02/2015				False	0
205-560-515-5730 Program supplies				First Aid supplies					
23498 Total:		220.80							
American First Aid Service		220.80							
Anderson Lock									
ANDERSON									
7053048	5/18/2015	1,105.00	0.00	06/02/2015				False	0
101-300-512-5405 R&M - buildings				Maintenance/repair to locks in cell area					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
7053048 Total:		1,105.00							
Anderson Lock Total:		1,105.00							
Anderson Pest Solutions									
ANDERP									
3347278	5/1/2015	265.00	0.00	06/02/2015				False	0
101-400-511-5210 Animal control				Pest Control for Village of Lincolnwood - May					
3347278 Total:		265.00							
Anderson Pest Solutions To		265.00							
Best Quality Cleaning, Inc.									
BESTQU									
9591	5/20/2015	2,813.34	0.00	06/02/2015				False	0
101-420-511-5240 Janitorial				Cleaning Service - May 2015					
9591	5/20/2015	416.66	0.00	06/02/2015				False	0
205-571-515-5240 Janitorial				Cleaning Service - May 2015					
9591 Total:		3,230.00							
Best Quality Cleaning, Inc.		3,230.00							
Case Lots, Inc.									
CASELOTS									
5564	5/8/2015	3,346.40	0.00	06/02/2015				False	0
101-420-511-5730 Program supplies				Bleach, garbage bags, multi fold towels					
5564 Total:		3,346.40							
Case Lots, Inc. Total:		3,346.40							

Chicago Communications, LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CHGOCOMM									
271508	5/4/2015	24.03	0.00	06/02/2015				False	0
101-400-511-5410 R&M - communications equipm				C.C.S. Maintenance - June 2015					
271508	5/4/2015	27.06	0.00	06/02/2015				False	0
101-410-511-5410 R&M - communications equipm				C.C.S. Maintenance - June 2015					
271508	5/4/2015	34.59	0.00	06/02/2015				False	0
205-430-515-5410 R&M - communications equipm				C.C.S. Maintenance - June 2015					
271508	5/4/2015	39.59	0.00	06/02/2015				False	0
660-620-519-5410 R&M - communications equipm				C.C.S. Maintenance - June 2015					
271508	5/4/2015	50.08	0.00	06/02/2015				False	0
101-440-513-5410 R&M - communications equipm				C.C.S. Maintenance - June 2015					
271508 Total:		175.35							
Chicago Communications,		175.35							
ClientFirst Consulting Group, LLC									
CLIENTFI									
5279	5/20/2015	4,312.50	0.00	06/02/2015				False	0
101-250-511-6530 Equipment - data processing				Firewall replacement project					
5279 Total:		4,312.50							
5280	5/20/2015	1,090.00	0.00	06/02/2015				False	0
205-560-515-5640 Computer supplies				Non-resident pool pass					
5280 Total:		1,090.00							
ClientFirst Consulting Gro		5,402.50							
Coca-Cola Bottling Company									
COCACOLA									
726200565	5/21/2015	2,016.00	0.00	06/02/2015				False	0
205-563-515-5645 Concessions & food				Beverage products from Coke					
726200565 Total:		2,016.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Coca-Cola Bottling Compa	2,016.00							
Cook County Treasurer COOKCTY									
Payment#2	5/4/2015	302,119.00	0.00	06/02/2015				False	0
660-000-573-7380 Loan Principal Payments					Intergovernmental agreement - Crawford Ave				
Payment#2	5/4/2015	3,000.00	0.00	06/02/2015				False	0
212-000-561-6300 Street system const/imprvmnts					Intergovernmental agreement - Crawford Ave				
Payment#2	5/4/2015	194,881.00	0.00	06/02/2015				False	0
330-000-573-7378 Principal- Cook County Loan					Intergovernmental agreement - Crawford Ave				
Payment#2 Total:		500,000.00							
Cook County Treasurer Tot		500,000.00							
Elite Printer Solutions ELITE									
3433	5/21/2015	122.97	0.00	06/02/2015				False	0
101-240-517-5700 Office supplies					Office supplies				
3433 Total:		122.97							
Elite Printer Solutions Tota		122.97							
Emcor Services Team Mechanical Inc EMCOR									
3046849	5/5/2015	2,500.00	0.00	06/02/2015				False	0
101-420-511-5405 R&M - buildings					Preventive contract maintenance - May				
3046849 Total:		2,500.00							
Emcor Services Team Mec		2,500.00							
Fast Signs FASTSIGN									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
80-23144	5/19/2015	51.00	0.00	06/02/2015				False	0
101-420-511-5730 Program supplies				Signage for No weapons in Village Hall					
80-23144 Total:		51.00							
Fast Signs Total:		51.00							
Grover Welding Company									
GROVERWE									
26024	5/1/2015	366.00	0.00	06/02/2015				False	0
101-420-511-5405 R&M - buildings				Steel to repair fuel station					
26024 Total:		366.00							
Grover Welding Company		366.00							
Halogen									
HALOGEN									
467710	5/19/2015	1,591.80	0.00	06/02/2015				False	0
205-560-515-5499 R&M - other				Parts for level					
467710	5/19/2015	3,752.00	0.00	06/02/2015				False	0
205-560-515-5499 R&M - other				Chlorine					
467710 Total:		5,343.80							
Halogen Total:		5,343.80							
HMO Healthcare Service Corporation									
HMO									
June 2015	5/15/2015	30,450.79	0.00	06/02/2015				False	0
102-000-210-2027 Health insurance premium with				Employee Health Insurance - June 2015					
June 2015 Total:		30,450.79							
HMO Healthcare Service C		30,450.79							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Infinisource									
INFINI									
631935	5/10/2015	59.92	0.00	06/02/2015				False	0
101-400-511-5440 R&M - office equipment				Monthly maintenance for time clock					
631935	5/10/2015	21.40	0.00	06/02/2015				False	0
205-530-515-5730 Program supplies				Monthly maintenance for time clock					
631935 Total:		81.32							
Infinisource Total:		81.32							
JCK Contractors									
JCKCONT									
16242	5/2/2015	1,800.00	0.00	06/02/2015				False	0
101-440-513-5599 Other Contractual				Loads of top soil					
16242 Total:		1,800.00							
JCK Contractors Total:		1,800.00							
Lawson Products Inc									
LAWSNPRO									
9303256879	5/4/2015	393.44	0.00	06/02/2015				False	0
101-410-511-5730 Program supplies				Shop supplies					
9303256879 Total:		393.44							
Lawson Products Inc Total		393.44							
Lionheart Engineering									
LIONHEAR									
2066038	5/13/2015	828.00	0.00	06/02/2015				False	0
101-350-512-5405 R&M - buildings				Generator maintenance and inspection					
2066038 Total:		828.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Lionheart Engineering Tota		828.00							
Lowe's Business Acc/GECF									
LOWES									
1344	5/15/2015	171.16	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings				Parts for compressor					
1344 Total:		171.16							
14493	5/15/2015	-23.75	0.00	06/02/2015				False	0
205-560-515-5499 R&M - other				Carpet cleaning refund					
14493 Total:		-23.75							
2029	5/15/2015	9.12	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings				Parts for compressor					
2029 Total:		9.12							
7702	5/16/2015	75.08	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings				Parts for compressor					
7702	5/18/2015	145.76	0.00	06/02/2015				False	0
205-560-515-5405 R&M - buildings				Parts for compressor					
7702 Total:		220.84							
Lowe's Business Acc/GEC		377.37							
Menini Cartage Inc									
MENICRT									
44911	5/6/2015	937.34	0.00	06/02/2015				False	0
660-620-519-5760 Street materials - Aggregate				Gravel to fill trenches due to water break					
44911 Total:		937.34							
Menini Cartage Inc Total:		937.34							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Morton Grove Automotive West MORTONG									
55161	5/12/2015	195.00	0.00	06/02/2015				False	0
101-440-513-5480 R&M - vehicles				Alternator for Sweeper #1					
55161 Total:		195.00							
Morton Grove Automotive		195.00							
NAPA									
NAPA									
162981	5/7/2015	129.65	0.00	06/02/2015				False	0
101-440-513-5480 R&M - vehicles				Fuel pump for Truck #28					
162981 Total:		129.65							
NAPA Total:		129.65							
North Suburban Employee Benefit NSEBENEF									
June. 2015	5/11/2015	10,199.25	0.00	06/02/2015				False	0
102-000-210-2028 Dental insurance premium with				Employee dental bill - June 2015					
June. 2015 Total:		10,199.25							
North Suburban Employee		10,199.25							
Orange Crush LLC ORANGCRH									
480296	5/11/2015	325.95	0.00	06/02/2015				False	0
213-000-561-5490 R&M Road Repairs				Mod surface					
480296 Total:		325.95							
Orange Crush LLC Total:		325.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
PPG Architectural Finishes									
PPGAR									
944402062348	5/7/2015	945.00	0.00	06/02/2015				False	0
101-440-513-5730 Program supplies				Paint for street					
944402062348 Total:		945.00							
PPG Architectural Finishes		945.00							
Raynor Door Co									
RAYNOR									
63415	5/1/2015	2,924.00	0.00	06/02/2015				False	0
101-420-511-5405 R&M - buildings				Repair to PW garage door					
63415 Total:		2,924.00							
Raynor Door Co Total:		2,924.00							
Schulhof Company									
SCHULHOF									
2881450	5/11/2015	326.95	0.00	06/02/2015				False	0
101-420-511-5405 R&M - buildings				Urinal, gaskets for Fire Dept					
2881450 Total:		326.95							
Schulhof Company Total:		326.95							
Standard Equipment Company									
STANDARD									
C02417	5/7/2015	316.80	0.00	06/02/2015				False	0
101-440-513-5480 R&M - vehicles				HUB assembly for Sweeper #2					
C02417 Total:		316.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	Standard Equipment Comp	316.80							
The Faucet Shoppe THEFAUCE									
41298	5/7/2015	313.28	0.00	06/02/2015				False	0
205-430-515-5730 Program supplies				Water fountain cartridge for Parks					
41298 Total:		313.28							
The Faucet Shoppe Total:		313.28							
Thompson Elevator Inspection Service, Inc. THOMPSO									
15-1546	5/13/2015	100.00	0.00	06/02/2015				False	0
101-240-517-5399 Other professional services				Elevator plan review - 7001 Cicero					
15-1546 Total:		100.00							
Thompson Elevator Inspec		100.00							
Transchicago Truck Group TRANSCHI									
1563681	5/5/2015	205.00	0.00	06/02/2015				False	0
101-440-513-5480 R&M - vehicles				Fuel pump for Sweeper #1					
1563681 Total:		205.00							
Transchicago Truck Group		205.00							
Tyco Integrated Security, LLC ADTSS									
24259946	5/9/2015	300.75	0.00	06/02/2015				False	0
660-610-519-5340 Maintenance Agreement Expen				Alarm system service annual fee for Pump House					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	24259946 Total:	300.75							
	Tyco Integrated Security, L	300.75							
Warehouse Direct WAREHOUS									
2688227-0	5/5/2015	186.37	0.00	06/02/2015				False	0
101-210-511-5700 Office supplies				Office supplies					
	2688227-0 Total:	186.37							
2688228-0	5/5/2015	22.24	0.00	06/02/2015				False	0
101-100-511-5799 Other materials & supplies				Office supplies					
	2688228-0 Total:	22.24							
2698343-0	5/14/2015	29.28	0.00	06/02/2015				False	0
101-200-511-5700 Office supplies				Office supplies					
	2698343-0 Total:	29.28							
2698344-0	5/14/2015	234.93	0.00	06/02/2015				False	0
101-400-511-5700 Office supplies				Office supplies					
	2698344-0 Total:	234.93							
2699439-0	5/14/2015	272.54	0.00	06/02/2015				False	0
101-210-511-5700 Office supplies				Office supplies					
	2699439-0 Total:	272.54							
2699439-1	5/15/2015	16.98	0.00	06/02/2015				False	0
101-210-511-5700 Office supplies				Office supplies					
	2699439-1 Total:	16.98							
	Warehouse Direct Total:	762.34							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Report Total:

576,429.83

2015 New Appointment for Board of Fire & Commissioners

Board of Fire & Police Commissioners

Elena Duarte

Documents Attached

1. Resume

ELENA M. DUARTE

EDUCATION:

DePaul University, Chicago, Illinois.

J.D. - June 1988

Juris Prudence Award for Wills and Trusts.

Summer and Fall 1987 Externship

City of Chicago Corporation Counsel. Prosecuted cases in Housing Court including some condemnation hearings; researched on lead poison, asbestos and hazardous waste.

Fred Lane Trial Technique Course (nine months)

Chicago, Illinois.

University of Illinois at Chicago - Jane Addams School of Social Work, Chicago, Illinois

Masters Degree in Social Work Treatment - June 1974

LICENSE:

State of Illinois - License #: 6200016

District of Columbia - License # 4230051

Northern District of Illinois

Academy of Certified Social Workers -(ACSW)

ADDITIONAL ACTIVITIES:

Guardian ad Litem for Children for Domestic Relations - Circuit Court of Cook County. (1994 - 12/2012).

Member of the Mandatory Arbitration for the Eighteenth Judicial Circuit, Du Page County, Illinois. (1994 to 1997).

Mentor at Sullivan High School, Chicago, IL (1995 to 1997)

Tutor at the GLADD religious program at St. John Brebeuf for disabled Adults

MEMBERSHIPS:

Illinois State Bar Association

National Association of Social Workers

Association of Family and Conciliation Courts

The ARC of Illinois

Forensic Forum

National Association of Puerto Rican Women (Chicago Chapter)

POLITICAL MEMBERSHIPS:

Democratic Party of Evanston

Illinois Democratic Women

FORMER

COMMITTEES:

Minority and Women's Committee of the ISBA
General Practice of the ISBA
Tort Section of ISBA
Task Force on Bigotry in Education, ISBA

SKILLS:

Bilingual/bi-cultural in Spanish.
Psycho-analytic psychotherapist.
Working with individuals with special needs and the elderly.

LEGAL EXPERIENCE:

1990 to
present

ATTORNEY

LAW OFFICES of ELENA M. DUARTE
General practice with major emphasis on Traffic (DUIs and suspended licenses), Family Law (Divorces, Paternity, Adoptions, Orders of Protection both civil and criminal, Child Support, Child Custody), Real Estate representing Sellers and Buyers in both commercial Transactions, evictions and foreclosure actions, Personal Injury, concentrating on recovering damages for incest survivors) and general litigation.

Guardian Ad Litem and Child Representative for cases involved in the Domestic Relations Division in Cook County.

Guardian Ad Litem in Probate Court for elderly and disabled minors and adults.

Pro bono services to parents with children with special needs helping them navigate the system.

1990

ASSOCIATE ATTORNEY

Sandra G. Nye and Associates, Chicago, Illinois.
General practice of Law (wills, divorces, personal injury, mental health, real estate closing), recovering damages for victims of sexual abuse.

1989 - 1990

ASSOCIATE ATTORNEY

Benjamin & Shapiro, Chicago, Illinois.
Personal injury, Medical Malpractice concentrating in plaintiff litigation. Heavy motion call, pre-trial conferences, bench and jury trials, arbitrations, appellate briefs recovering damages for victims of sexual abuse.

1989 - 1990

PRO BONO ATTORNEY

Midwest Immigrants Rights Center, Chicago, Illinois
Withholding of deportation hearings & appeals; derivative status asylum.

1989

INSTRUCTOR

MLER, Chicago, Illinois

Taught writing techniques and tutored students preparing for the bar exam.

NON-LEGAL EXPERIENCE:

- Administration and management of Headstart of medical, dental, social services, mental health, nutrition, handicap and speech,
- Review of pending legislation in child abuse and protection.
- Home studies for cases involving dissolution action, licensing homes for foster care and adoptions.
- Management of supervision of foster homes.
- Supervision of youth in foster care and transitional living.
- Runaway hot-line.
- Extensive family, individual, marital and group therapist. Supervision of social work and psychology students during their internship; supervision of medical students during eight week psych rotation; taught interviewing techniques, diagnostic evaluations of clients; founded and led two adolescent groups addressing self-worth, parental alienation/rejection and adult groups focusing on parenting.
- Extensive work in the area of juvenile delinquency.

PRESENTATIONS:

- 5/95 **"Paternity and Child Support Issues"** speaker at the Annual Conference of the Minority and Women Committee, Illinois State Bar Association, John Marshall Law School, Chicago, Illinois.
- 1/26/95 **"Domestic Relations and the Court System"** Radio presentation through the Latin American Bar Association, Chicago, Illinois.
- 5/92 **"Personal Injury from Plaintiff's Perspective"** speaker at the Annual Conference of the Minority & Women Committee, ISBA, John Marshall Law School, Chicago, IL.
- 5/91 **"Personal Injury from Plaintiff's Perspective"** moderator at the Annual Conference of the Minority and Women Committee, ISBA, John Marshall Law School, Chicago, Illinois.
- 4/1/87 **"Statistical Information on Child Abuse and Neglect"** City of Chicago, Department of Human Services, Chicago, Illinois.

PAPERS:

"Substance Abuse Prevention Issues for the Hispanic Woman" Center for Multi-cultural Awareness, Arlington, Va. 8/79.

Proposal for a continuing educational program to Catholic Charities and approved as a part of the employees' benefits.

CONTINUING EDUCATION:

Seminars offered by the Criminal Defense Attorneys.

GAL Seminars offered by Domestic Relations on how to represent children involving family issues. Seminars are held nine or ten months annually.

Conferences offered by the State of Illinois and the Arc addressing services for people with special needs including education, Occupational services, transitional services and housing options.

Conferences addressing special education addressing IEPs, IDEA and caselaw involving the educational needs of minors.

There are many other presentation and workshops/conferences that I have attended since 1989 in various areas of law as well as numerous ones involving therapeutic intervention and methods. Some are listed below.

12/10/93	"Family Law Update" sponsored by ISBA, Chicago, Illinois.
March and April 1993	"Mortgage Foreclosure Practice 1993 Update", sponsored by the Illinois Institute for Continuing Legal Education, Chicago, Illinois.
3/12/93	"Family Law Update" sponsored by the Family Law Section Council of the ISBA, Mid-year Conference, Chicago, IL.
3/12/93	"Illinois Mortgage Foreclosure" presented by the Illinois Institute for Continuing Legal Education, Bismarck Hotel, Chicago, Illinois.
12/5/92	"General Practice Update", ISBA, Chicago, Illinois.
12/4/92	"Family Law Update" Family Law Section Council of the ISBA, Chicago, Illinois.
6/27/92	"Representing Physicians II: The New Challenges", Health Care Section Council of the ISBA, Lake Geneva, Wisconsin.
6/26/92	"Family Law" sponsored by the Family Law Section Council of the ISBA, La Geneva, Wisconsin.
May 18, 1992	"Litigating in the Collar Counties", Young Lawyers Section of the CBA, Chicago, IL.
May 1, 1992	"New Directions in Mental Disability Law" Standing Committee on the Mentally Disabled of the ISBA, Chicago, Illinois.
12/6/91	"The Year of the Child: Focusing on the Tough Issues" Family Law Section Council, ISBA, Chicago, Illinois.

12/6/91 "Basic Lawyering Skills" Young Lawyers Division Section Council, ISBA, Chicago, Illinois.

8/13/91 "How to Sue Uncle Sam" Tort and Insurance Practice Section of the ABA, Chicago, Illinois.

6/29/91 "Scientific Evidence in the Courtroom" the Criminal Justice Section Council, ISBA, St. Louis, Mo.

6/29/91 "Mastering Legal Writing" ISBA, St. Louis, Missouri.

6/28/91 "Family Law" Family Law Section Council of the ISBA, St. Louis, Missouri.

May 14, 1991 "The Trial of a Criminal Case", Young Lawyers Section of the CBA, Chicago, Illinois.

April 10, 1991 "Successful Practice in the Probate Division: Unlocking the Mysteries", Young Lawyers Section, CBA, Chicago, Illinois.

Jan. 16, 1991 "Basic Estate Planning", Young Lawyers Section, CBA, Chicago, Illinois.

Jan. 10, 1991 "Bankruptcy for the Creditor Attorney - The Representation of Creditors in Chapters 7 and 13", CBA, Chicago, Illinois.

Oct. 29, 1990 "Motion Practice" Young Lawyers Section of the CBA, Chicago, Illinois.

Oct. 23, 1990 "Residential Real Estate Closing", Young Lawyers Section, CBA, Chicago, Illinois.

October 5 &
6, 1990 "Winning Crucial Preliminary Motions in Domestic Relations Court", American Academy of Matrimonial Lawyers, Chicago, Illinois.

9/26/90 "Motions for Involuntary Dismissals", Young Lawyers Section of the CBA, Chicago, Illinois.

8/7/90 "Power Line and Other Electromagnetic Radiation Field Liability", Tort and Insurance Practice Section, ABA, Chicago, Illinois.

6/22/90 "Representing Physicians: A Practical Overview" Health Care Section Council of the ISBA, Lake Geneva, Wisconsin.

6/22/90 "DNA Testing: Uses and Abuses" Criminal Justice Council Section, ISBA, Lake Geneva, Wisconsin.

1989 "Defending DUI and Traffic Cases", Illinois Institute for Continuing Legal Education, Chicago, IL.

12/14/89 "Effective Illinois Motion Practice", Illinois Institute for Continuing Legal Education, Chicago, Illinois.

8/23/89 "Employment/Personnel Law Update - 1989" Illinois Continuing Legal Education, Chicago, Illinois.

6/24/89 "Mortgage Foreclosure; Landlord/Tenants; City of Chicago Ordinance" sponsored by the Cook County Bar Association, Community Law Project. Chicago, Illinois.

June 1989 "Computer and the Attorney" CBA, Chicago, Illinois.

June 1989 "Drafting Wills and Trusts" CBA, Chicago, Illinois.

June 1989 "Mortgage Foreclosure and Bankruptcy; Landlord/Tenant Law; City of Chicago Ordinance" Cook County Bar Association Community Law Project, Chicago, Illinois.

12/88 "Aids" - Conference, Chicago, Illinois.

11/88 "Aids" - Conference, Chicago, Illinois.

4/88 "What Sexual Offenders Tell Us About Prevention Findings" by Conte, Wolf and Smith. Catholic Charities of Chicago, IL.

11/18/87 "Land Trusts" Chicago Title and Trust Company, Chicago, IL.

9/10/87 "Child Sexual Assault as a Risk Factor in Mental Health" by Saunders, Villepontoux, Kilpatrick, Veronen, NASW, Annual Conference, New Orleans, La.

2/3/87 "Children with Special Needs" Chicago, Illinois.

4/11/86 "Treatment Implications of Recent Child Sexual Abuse Research" Mount Sinai Hospital, Chicago, Illinois.

9/9/86 "Identification and Treatment of Child Sexual Violence" by Mount Sinai Hospital, Chicago, Illinois.

4/18/86 "A Current Perspective of the Culture of Immigration" Chicago, Illinois.

4/2/86 "Pornography and the Sexual Exploitation of Children" sponsored by the Women Against Pornography, De Paul Univ., College of Law, Chicago, Illinois.

1/22/86 "Sexual Abuse" Chicago, Illinois.

1/11/85 "Labor Unions" City of Chicago, Chicago, Illinois.

9/28/84 "How Public Health, Mental Health and Health Care Relate to the Judiciary" Judge Abner J. Mikva, Chicago, Illinois.

5/16/84 "Partnership - A New Era in Human Services" Chicago, IL.
1/27/83 "Corporate Giving" Donors Forum, Chicago, Illinois.
11/9/82 "Fundraising" Donors Forum, Chicago, Illinois.
10/26/82 "Developing a State and Local Partnership for Comprehensive
& Community Based Youth Services, Chicago, Illinois.
10/27/82
5/24/82 "Hispanic Immigration for the 80's", Chicago, Illinois.
&
5/25/82
3/11/81 "Minors in Need: Alternatives for the 80's", Chicago, IL.
6/10/80 "Basic Grantsmanship" Donors Forum, Chicago, Illinois.
5/30/80 "Job Developer" Chicago, Illinois.
10/22/79 "Child Welfare: From Orphanage to Treatment" Institute for
Psychoanalysis, Chicago, Illinois.
11/13/79 "Hud-Neighborhood Self-Help Proposal" Chicago, Illinois.
&
11/14/79
4/76 University of Illinois at Chicago, Jane Addams School of
Social Work, Chicago, Illinois.
Post-Graduate Course: Consultation & Supervision.
6/18/68 &
6/21/68 "An Introduction to Family Therapy" by Dr. Charles Kramer,
Catholic Charities of Chicago, Illinois.

**POLITICAL APPOINTMENTS
AND
OTHER COMMUNITY PARTICIPATION:**

- Former Parish Council Member, St. Benedict's Church, Chicago, Illinois.

Mentor Attorney for High School Students, Sullivan HS, Latin American Bar Association, Chicago, Illinois.
- Special Events Coordinator for Mayor Washington's re-election campaign. Member of the Lawyers Committee for Washington assigned to help coordinate a clean election; provided assistance on election day responding to illegalities at polling places.
- Appointed by Mayor Washington to the Transition Team for Health; headed the Mental Health & Infant Mortality Committees; Reviewed and analyzed the City of Chicago's Department of Health to determine quality/relevance of services offered and their budget.
- Appointed by Congressman Washington to the Research and Steering Committees of his Mayoral campaign.
- Appointed by President Carter as National Member to President's National Advisory to Committee for Women. The purpose was to evaluate the needs U. S. women during the period of 1982 and to make policy recommendations to the President.
- Elected Delegate to the National Democratic Convention (1980) for the 11th Congressional District; slated as a Carter/Mondale delegate. Chairperson for the 11th District.
- Appointed by Mayor Jane Byrne to the transition team to evaluate services at the Mental Health Bureau.
- Coordinator for the 14th Legislative District - ELAN of National Association of Social Workers.

AWARDS and RECOGNITIONS:

- 1972 to 1974 Received a two years scholarship with stipend from Catholic Charities to attend graduate school.
- 1979 Appeared on **"LA REVISTA"**, author: Margarita Garcia. Omar Publications. Chicago, IL.
- 1980 Appeared on **"FIGHTING JANE"**, Authors: Bill and Lori Granger. The Dial Press. Copyright 1980. New York.
- 1980 Appointed by President Carter as National Member to President's National Advisory to Committee for Women.
- 1981 Appeared **"BRASS: JANE BYRNE & THE PURSUIT FOR POWER"** Author: Kathleen Whalen Fitzgerald. Contemporary Books, Inc. Copyright 1981. Chicago, IL.
- 1981 **WHO'S WHO OF AMERICAN WOMEN** - 12th edition & after.
- 1981 **WHO'S WHO IN AMERICAN POLITICS** - 8th edition.
- 1981 **PERSONALITIES OF THE WEST & MIDWEST** - 7th edition.
- 1981 **DIRECTORY OF DISTINGUISHED AMERICANS** - 1st edition & thereafter.
- 1981 **COMMUNITY LEADERS OF AMERICA** - 12th edition.
- 1981 **PERSONALITIES OF AMERICA** - 2nd edition.
- 1982 **WHO'S WHO IN THE MIDWEST** - 18th edition & thereafter.
- 1983 Appointed by Mayor Washington to the Transition Team for Health; headed Mental Health & Infant Mortality Committees; Reviewed and analyzed the City of Chicago's Department of Health to determine quality/relevance of services offered and their budget.
- 1995 Awarded the **GOVERNOR'S HISPANIC HERITAGE AWARD** by the Honorable Governor Edgar of Illinois for contributions to the Hispanic communities. (September 27, 1995).
- 1996 Illinois Lincoln Excellence Excel Award - selected to be one of the 1996 fellows.

Request For Board Action

REFERRED TO BOARD: June 2, 2015

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Request to Issue a Class S-E Liquor License to the Friends of Lincolnwood 2015, Inc. for the 2015 Lincolnwood Fest

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Friends of Lincolnwood 2015, Inc., have made a request for a Class S-E Liquor License for use during the Lincolnwood Fest that will take place July 23 through July 26, 2015. The purpose of the request for the S-E Liquor License is to allow the sale of beer and wine in the hospitality tent during the Lincolnwood Fest.

FINANCIAL IMPACT:

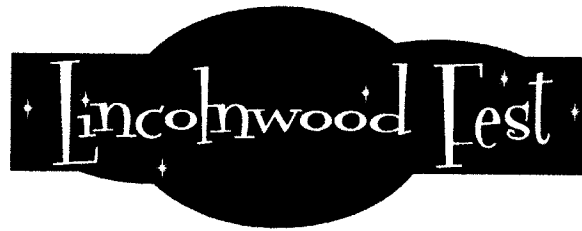
None

DOCUMENTS ATTACHED:

1. Letter Requesting S-E Liquor License

RECOMMENDED MOTION:

Move to approve a request for a Class S-E Liquor License for Friends of Lincolnwood 2015, Inc. for the 2015 Lincolnwood Fest.



February 25th, 2015

Gerald Turry
Village President
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

Dear President Turry,

The Friends of the Lincolnwood Community Center 2015, Inc. is requesting a temporary license for the dates of July 23rd through July 26th, 2015, to enable the Friends of the Lincolnwood Community Center 2015, Inc. to sell beer and wine in the Hospitality Tent during Lincolnwood Fest, 2015.

We have obtained and received confirmation of our insurance coverage in the amounts required by both the Village of Lincolnwood and the State of Illinois.

Once we obtain this temporary license from the Village of Lincolnwood, we can proceed with the State application which requires a copy of the temporary Village License to be included.

Thank you in advance for your consideration and assistance.

Sincerely,

A handwritten signature in black ink, reading "Damien Kardaras". The signature is written in a cursive, flowing style with a large initial "D" and a long, sweeping underline.

Damien Kardaras, President
Friends of the Lincolnwood Community Center 2015, Inc.

~~~~~

# Request For Board Action

**REFERRED TO BOARD:** June 2, 2015

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Approve a Contract with Schroeder and Schroeder, Inc. of Skokie, Illinois for the 2015 Sidewalk and Curb Replacement Program

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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

This year staff conducted a joint bid with the Villages of Glencoe, Kenilworth, and Wilmette for the sidewalk program. Through this collaboration, the communities intended to present an economy of scale to the potential bidders, thus providing opportunities for increased revenues to the successful bidder as well as reduced costs to the bidder and the communities.

On April 23, 2015 a bid notice was published in the *Lincolnwood Review* and the *Dodge Report*. In addition, bid packages were provided to four contractors who have previously bid on this work. On May 14, 2015 two sealed bids were received. The following table displays the bids received (prices are for Lincolnwood only):

| Vendor                           | Total Contract Price |
|----------------------------------|----------------------|
| Schroeder and Schroeder, Inc.    | \$116,200            |
| Globe Construction Company, Inc. | \$134,900            |

The lowest responsible bidder, meeting all bid specifications, is Schroeder and Schroeder, Inc. ("Schroeder and Schroeder") Staff has checked their references, all of which confirm that Compass provides quality service in a timely manner, making them the lowest, responsible bidder. In addition, Schroeder and Schroeder successfully installed sidewalk for the Village in 2011.

**FINANCIAL IMPACT:**

\$90,000 has been budgeted in the fiscal year 2015/2016 Street Maintenance Fund as well as \$15,000 in the Northeast Tax Increment Financing District Fund for the Sidewalk Replacement Program. A total of \$105,000 in sidewalk replacement funds is budgeted in the 2015/2016 budget. The price for removing and replacing a square foot of concrete sidewalk has increased from \$4.18 in 2014 to \$5.85 as bid by Suburban Concrete. The Village Engineer has indicated that concrete prices and the cost of construction have generally increased due to demand, which accounts for the price increase. Since this is a unit price contract, staff will work with the contractor to not exceed the budgeted amount.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Bid Proposal
3. Contract

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving a contract with Schroeder and Schroeder, Inc. of Skokie, Illinois for the 2015 Sidewalk and Curb Replacement Program.

**RESOLUTION NO. R2015-\_\_\_\_\_**

**A RESOLUTION APPROVING A CONTRACT WITH  
SCHROEDER AND SCHROEDER, INC OF SKOKIE, ILLINOIS  
FOR THE 2015 SIDEWALK AND CURB REPLACEMENT PROGRAM**

WHEREAS, the Village jointly sought proposals for the award of the 2015 Sidewalk and Curb Replacement Program ("**Contract**") with the Villages of Glencoe, Kenilworth, and Wilmette; and

WHEREAS, Schroeder and Schroeder, Inc. of Skokie, IL ("**Contractor**"), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2015

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

**EXHIBIT A**

**CONTRACT**

## PROPOSAL

**VILLAGES OF GLENCOE, KENILWORTH, LINCOLNWOOD AND WILMETTE  
CONTRACTS FOR THE  
2015 SIDEWALK AND CURB REPLACEMENT PROGRAM**

**BIDDER'S PROPOSAL**

Proposals to be opened at **10:00 a.m. on Thursday, May 14, 2015** at Village Hall Council Chambers, Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois.

Name of Bidder SCHROEDER & SCHROEDER INC. ("Bidder")  
 Office \_\_\_\_\_  
 Address 7306 CENTRAL PARK  
 City, State \_\_\_\_\_  
 Zip SKOKIE, IL 60076  
 Contact Person CHARLIS SCHROEDER Telephone 847-933-0526  
 Email SCHROEDERLINCOLN@YAHOO.COM Fax 847-933-0528

TO: Village of Glencoe  
 Village of Kenilworth  
 Village of Lincolnwood  
 Village of Wilmette (collectively, the "Owners")

CARE OF: Village of Lincolnwood ("Bidding Agency")  
 Public Works Department  
 7001 N. Lawndale Avenue  
 Lincolnwood, Illinois 60712  
 Attn: Ashley Engelman, Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal ("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 each Owner individually, in the form of the applicable 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 provide perform concrete sidewalk and curb repair and replacement work, in accordance with the Specifications attached to this Bid Package; (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



ADDENDUM #1

THIS DOCUMENT MUST BE ATTACHED TO YOUR BID

Issued April 28, 2015

**INVITATION FOR BIDS FOR  
2015 SIDEWALK AND CURB REPLACEMENT PROGRAM**
VILLAGES OF GLENCOE, KENILWORTH, LINCOLNWOOD, AND WILMETTE

1. Please use the Schedules of Prices below in lieu of the table found on page 11 of the bidding documents. Each table corresponds with the total contract amount for each community.

**SCHEDULES OF PRICES****GLENCOE**

| Item No. | Item Description                                                          | Unit | Qty    | Unit Price        | Extended Price      |
|----------|---------------------------------------------------------------------------|------|--------|-------------------|---------------------|
| 1        | HMA Driveway Pavement Removal                                             | SY   | 0      | 4 <sup>00</sup>   | 0                   |
| 2        | HMA Driveway Pavement Replacement                                         | SY   | 0      | 28 <sup>00</sup>  | 0                   |
| 3        | P.C.C. Driveway Pavement Removal (6")                                     | SY   | 150    | 9 <sup>00</sup>   | 1350 <sup>00</sup>  |
| 4        | P.C.C. Driveway Pavement Replacement (6")                                 | SY   | 150    | 45 <sup>00</sup>  | 6750 <sup>00</sup>  |
| 5        | P.C.C. Sidewalk Removal (5-6")                                            | SF   | 12,000 | 1 <sup>00</sup>   | 12000 <sup>00</sup> |
| 6        | P.C.C. Sidewalk Replacement (5-6")                                        | SF   | 12,000 | 485               | 58200 <sup>00</sup> |
| 7        | Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18) | LF   | 250    | 16 <sup>00</sup>  | 4000 <sup>00</sup>  |
| 8        | Combination Curb and Gutter Removal and Replacement (B6.24)               | LF   | 30     | 35 <sup>00</sup>  | 1050 <sup>00</sup>  |
| 9        | Detectable Warnings                                                       | EA   | 0      | 250 <sup>00</sup> | 0                   |
| 10       | New P.C.C. Sidewalk Placement (5-6")                                      | SF   | 0      | 15 <sup>00</sup>  | 0                   |
| 11       | Sodding                                                                   | SY   | 0      | 50 <sup>00</sup>  | 0                   |



**TOTAL CONTRACT PRICE (GLENCOE):**

EIGHTY THREE THOUSAND THREE HUNDRED FIFTY Dollars and 00 Cents  
 (in writing) (in writing)

83,350<sup>00</sup> Dollars and 00 Cents  
 (in figures) (in figures)

**KENILWORTH**

| Item No. | Item Description                                                          | Unit | Qty   | Unit Price        | Extended Price      |
|----------|---------------------------------------------------------------------------|------|-------|-------------------|---------------------|
| 1        | HMA Driveway Pavement Removal                                             | SY   | 0     | 4 <sup>00</sup>   | 0                   |
| 2        | HMA Driveway Pavement Replacement                                         | SY   | 0     | 28 <sup>00</sup>  | 0                   |
| 3        | P.C.C. Driveway Pavement Removal (6")                                     | SY   | 0     | 9 <sup>00</sup>   | 0                   |
| 4        | P.C.C. Driveway Pavement Replacement (6")                                 | SY   | 0     | 45 <sup>00</sup>  | 0                   |
| 5        | P.C.C. Sidewalk Removal (5-6")                                            | SF   | 5,500 | 10 <sup>00</sup>  | 5500 <sup>00</sup>  |
| 6        | P.C.C. Sidewalk Replacement (5-6")                                        | SF   | 5,500 | 485               | 26675 <sup>00</sup> |
| 7        | Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18) | LF   | 0     | 16 <sup>00</sup>  | 0                   |
| 8        | Combination Curb and Gutter Removal and Replacement (B6.24)               | LF   | 0     | 35 <sup>00</sup>  | 0                   |
| 9        | Detectable Warnings                                                       | EA   | 5     | 250 <sup>00</sup> | 1250 <sup>00</sup>  |
| 10       | New P.C.C. Sidewalk Placement (5-6")                                      | SF   | 0     | 15 <sup>00</sup>  | 0                   |
| 11       | Sodding                                                                   | SY   | 0     | 50 <sup>00</sup>  | 0                   |

**TOTAL CONTRACT PRICE (KENILWORTH):**

THIRTY THREE THOUSAND FOUR HUNDRED TWENTY FIVE Dollars and \_\_\_\_\_ Cents  
 (in writing) (in writing)

33,425 Dollars and 00 Cents  
 (in figures) (in figures)

LINCOLNWOOD

| Item No. | Item Description                                                          | Unit | Qty    | Unit Price        | Extended Price      |
|----------|---------------------------------------------------------------------------|------|--------|-------------------|---------------------|
| 1        | HMA Driveway Pavement Removal                                             | SY   | 0      | 4 <sup>00</sup>   | 0                   |
| 2        | HMA Driveway Pavement Replacement                                         | SY   | 0      | 28 <sup>00</sup>  | 0                   |
| 3        | P.C.C. Driveway Pavement Removal (6")                                     | SY   | 0      | 9 <sup>00</sup>   | 0                   |
| 4        | P.C.C. Driveway Pavement Replacement (6")                                 | SY   | 0      | 45 <sup>00</sup>  | 0                   |
| 5        | P.C.C. Sidewalk Removal (5-6")                                            | SF   | 17,000 | 1 <sup>00</sup>   | 17000 <sup>00</sup> |
| 6        | P.C.C. Sidewalk Replacement (5-6")                                        | SF   | 17,000 | 485               | 82450 <sup>00</sup> |
| 7        | Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18) | LF   | 1,000  | 16 <sup>00</sup>  | 16000 <sup>00</sup> |
| 8        | Combination Curb and Gutter Removal and Replacement (B6.24)               | LF   | 0      | 35 <sup>00</sup>  | 0                   |
| 9        | Detectable Warnings                                                       | EA   | 3      | 250 <sup>00</sup> | 750 <sup>00</sup>   |
| 10       | New P.C.C. Sidewalk Placement (5-6")                                      | SF   | 0      | 15 <sup>00</sup>  | 0                   |
| 11       | Sodding                                                                   | SY   | 0      | 50 <sup>00</sup>  | 0                   |

**TOTAL CONTRACT PRICE (LINCOLNWOOD):**

One Hundred Sixteen Thousand Two Hundred Dollars and no Cents  
(in writing) (in writing)

16200 Dollars and 00 Cents  
(in figures) (in figures)

WILMETTE

| Item No. | Item Description                          | Unit | Total | Unit Price       | Extended Price     |
|----------|-------------------------------------------|------|-------|------------------|--------------------|
| 1        | HMA Driveway Pavement Removal             | SY   | 70    | 4 <sup>00</sup>  | 280 <sup>00</sup>  |
| 2        | HMA Driveway Pavement Replacement         | SY   | 70    | 28 <sup>00</sup> | 1960 <sup>00</sup> |
| 3        | P.C.C. Driveway Pavement Removal (6")     | SY   | 42    | 9 <sup>00</sup>  | 378 <sup>00</sup>  |
| 4        | P.C.C. Driveway Pavement Replacement (6") | SY   | 42    | 45 <sup>00</sup> | 1890 <sup>00</sup> |

|    |                                                                           |    |       |                   |                     |
|----|---------------------------------------------------------------------------|----|-------|-------------------|---------------------|
| 5  | P.C.C. Sidewalk Removal (5-6")                                            | SF | 7,064 | 1 <sup>00</sup>   | 7064 <sup>00</sup>  |
| 6  | P.C.C. Sidewalk Replacement (5-6")                                        | SF | 7,064 | 485               | 34260 <sup>40</sup> |
| 7  | Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18) | LF | 458   | 16 <sup>00</sup>  | 7328 <sup>00</sup>  |
| 8  | Combination Curb and Gutter Removal and Replacement (B6.24)               | LF | 0     | 35 <sup>00</sup>  | 0                   |
| 9  | Detectable Warnings                                                       | EA | 2     | 250 <sup>00</sup> | 500 <sup>00</sup>   |
| 10 | New P.C.C. Sidewalk Placement (5-6")                                      | SF | 25    | 15 <sup>00</sup>  | 375 <sup>00</sup>   |
| 11 | Sodding                                                                   | SY | 6     | 50 <sup>00</sup>  | 300 <sup>00</sup>   |

**TOTAL CONTRACT PRICE (WILMETTE):**

FIFTY FOUR THOUSAND THREE HUNDRED THIRTY FIVE Dollars and Forty Cents  
(in writing) (in writing)

54,335 Dollars and 40 Cents  
(in figures) (in figures)

2. To clarify Section 6 on page 13, Bidders should provide letters from their insurance and bonding companies stating that the Bidder is able to secure performance and payment bonds as well as a certificate of insurance as required by Section 6 on page 2 of the Invitation for Proposals. Insurance requirements for each Municipality are available on pages 36 - 40 of the bidding documents.

TOTAL FOR ALL FOUR = \$287,310<sup>40</sup>



353 North Clark Street, Chicago, Illinois 60654  
312.595.6200 • [www.mesirowfinancial.com](http://www.mesirowfinancial.com)

May 5, 2015

Village of Glencoe  
Village of Kenilworth  
Village of Lincolnwood  
Village of Wilmette  
c/o Village of Lincolnwood  
6900 N Lincoln Ave  
Lincolnwood, IL 60712

RE: Schroeder & Schroeder, Inc.  
Insurance Letter  
2015 SIDEWALK AND CURB REPLACEMENT PROGRAM

To Whom It May Concern:

I do hereby acknowledge that a certificate of insurance will be issued on behalf of our client, Schroeder & Schroeder, Inc., if awarded the 2015 Sidewalk and Curb Replacement Program project.

Sincerely,

*Holley L. Mouser*

Holley L Mouser  
Account Manager  
Direct Line: 312-595-8190  
Email: [hmouser@mesirowfinancial.com](mailto:hmouser@mesirowfinancial.com)



May 14, 2015

Village of Lincolnwood  
Village of Glencoe  
Village of Kenilworth  
Village of Wilmette  
c/o Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712

RE: Schroeder & Schroeder, Inc.  
2015 Sidewalk & Curb Replacement Program

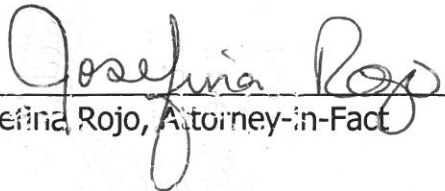
To Whom It May Concern:

Please be advised that Schroeder & Schroeder, Inc. is provided surety bonding by The Ohio Casualty Insurance Company. They are licensed to do business in the State of Illinois and have a Treasury listing as of 7/1/2010 of \$128,292,000. A.M. Best has bestowed a financial strength rating of A (Excellent) XV to The Ohio Casualty Insurance Company.

Based on The Ohio Casualty Insurance Company's knowledge of Schroeder & Schroeder, Inc., their management capabilities, expertise and current financial position, Liberty Mutual Insurance Company has afforded them a \$3,000,000.00 single project size and a \$10,000,000.00 aggregate surety program.

As always, any specific commitment to The Ohio Casualty Insurance Company issuing a bond on the specified forms would be predicated upon the company continuing to comply with all basic surety underwriting standards and a satisfactory review of the contract terms, bond form(s) and manner of owner financing.

Sincerely,

  
Josefina Rojo, Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Return to VB Agenda

Certificate No. 6807921

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Douglas M. Schmude; Jacquelyn M. Norstrom; John P. Harney; Josefina Rojo; Rachel A. Mullen; Sarah E. Green

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of December, 2014.



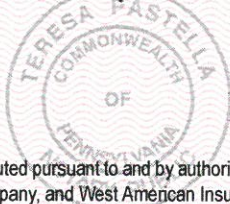
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



State of Illinois  
County of Cook

On this 14th day of May 2015, before me personally appeared  
Josefina Rojo, known to me to be the Attorney-in-fact of  
The Ohio Casualty Insurance Company, the corporation that executed the  
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the  
aforesaid county, the day and year in this certificate first above written.

Rachel A. Mullen  
(Notary Public)



**PROPOSAL**

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 each respective 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 each 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 Bidder understands and agrees will be made a part of the Contract:

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 and by the Unit Price set forth below for such Unit Price Item:

**COMPLETE TABLE AS INDICATED**

**SCHEDULE OF PRICES**

| Item No. | Item Description                                                          | Unit | Total  | Unit Price | Extended Price |
|----------|---------------------------------------------------------------------------|------|--------|------------|----------------|
| 1        | HMA Driveway Pavement Removal                                             | SY   | 70     |            |                |
| 2        | HMA Driveway Pavement Replacement                                         | SY   | 70     |            |                |
| 3        | P.C.C. Driveway Pavement Removal (6")                                     | SY   | 192    |            |                |
| 4        | P.C.C. Driveway Pavement Replacement (6")                                 | SY   | 192    |            |                |
| 5        | P.C.C. Sidewalk Removal (5-6")                                            | SF   | 41,564 |            |                |
| 6        | P.C.C. Sidewalk Replacement (5-6")                                        | SF   | 41,564 |            |                |
| 7        | Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18) | LF   | 1,708  |            |                |
| 8        | Combination Curb and Gutter Removal and Replacement (B6.24)               | LF   | 30     |            |                |
| 9        | Detectable Warnings                                                       | EA   | 10     |            |                |
| 10       | New P.C.C. Sidewalk Placement (5-6")                                      | SF   | 25     |            |                |
| 11       | Sodding                                                                   | SY   | 6      |            |                |



**TOTAL CONTRACT PRICE:**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in figures)

#### B. BASIS FOR DETERMINING PRICES

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owners' estimate only, that Owners reserve 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 each Contract;
2. Owners are 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 each Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in each Contract, but in no event later than October 31, 2015 under any Contract, upon which date the Contract shall expire.

#### 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.

**PROPOSAL****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 Owners 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 Owners, 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 Owners that Bidder is adequately prepared to fulfill the Contract.

D. Owners' Reliance. Bidder acknowledges that Owners are 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 four Cashier's Checks or Certified Checks as specified in Section 6 of the Invitation for Bidder's Proposals for the total sum of 4 CASHIERS = 15,415.00 dollars ("Bid Security").

**8. Owners' Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if any Owner awards Bidder a 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 such Owner will sustain by reason of any such failure and, for such reason, the affected Owner or Owners shall have the right, at their 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 applicable to the affected Owner or Owners or to exercise any and all equitable remedies they may have against Bidder.

**9. Owner's Rights**

Bidder acknowledges and agrees that Owners reserve 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.

**PROPOSAL**

DATED this 14<sup>th</sup> day of May, 2015

**ATTEST:**

**BIDDER**

By: Rita Rubin

By: Chris Schneider

Print Name: Rita Rubin

Print Name: CHRIS SCHNEIDER

Title: CORP SEC

Title: PRESIDENT

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

## ACKNOWLEDGEMENT

**VILLAGES OF GLENCOE, KENILWORTH, LINCOLNWOOD AND WILMETTE  
CONTRACTS FOR THE  
2015 SIDEWALK AND CURB REPLACEMENT PROGRAM**

**BIDDER'S SWORN ACKNOWLEDGEMENT**

CHRIS SCHROEDER [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**

The Bidder is a corporation that is organized and existing under the laws of the State of ILLINOIS, that is qualified to do business in the State of Illinois, and that is operating under the legal name of SCHROEDER & SCHROEDER INC..

The officers of the corporation are as follows:

| <b><u>TITLE</u></b> | <b><u>NAME</u></b>      | <b><u>ADDRESS</u></b>                      |
|---------------------|-------------------------|--------------------------------------------|
| President           | <u>CHRIS SCHROEDER</u>  | <u>7306 CENTRAL PARK, SKOKIE, IL 60076</u> |
| Vice President      | <u>IGNACIO TORRES</u>   | <u>7306 CENTRAL PARK, SKOKIE, IL 60076</u> |
| Secretary           | <u>RITA REBIN</u>       | <u>7306 CENTRAL PARK, SKOKIE, IL 60076</u> |
| Treasurer           | <u>JOSEPH V. VRABEL</u> | <u>7306 CENTRAL PARK, SKOKIE, IL 60076</u> |

2. **Partnership**

The 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 \_\_\_\_\_.

The general partners of the partnership are as follows:

| <b><u>NAME</u></b> | <b><u>ADDRESS</u></b> |
|--------------------|-----------------------|
| _____              | _____                 |
| _____              | _____                 |
| _____              | _____                 |

## ACKNOWLEDGEMENT

3. **Individual**

The 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**

The 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 \_\_\_\_\_.

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 17<sup>th</sup> day of May, 2015

**ATTEST:****BIDDER**

By: Rita Rubin

By: Chris Quecker

Title: Corp. Sec.

Title: PRESIDENT

Subscribed and Sworn to

My Commission Expires: 10-22-18

Before me this 17<sup>th</sup> day  
of May, 2015

Rita Rubin  
Notary Public



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

**WORK HISTORY**

**VILLAGES OF GLENCOE, KENILWORTH, LINCOLNWOOD AND WILMETTE  
CONTRACTS FOR THE  
2015 SIDEWALK AND CURB REPLACEMENT PROGRAM**

**BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)**

CHRIS SHROEDER ("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: CONCRETE CONTRACTOR

**2. Composition of Work**

During the past three years, Bidder's work has consisted of:

|                          |                              |                             |
|--------------------------|------------------------------|-----------------------------|
| <u>    </u> % Federal    | <u>80</u> % As Contractor    | <u>80</u> % Bidder's Forces |
| <u>98</u> % Other Public | <u>20</u> % As Subcontractor | <u>20</u> % Subcontractors  |
| <u>2</u> % Private       |                              | <u>    </u> % Materials     |

**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: 44 years

**4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

| <u>NAME</u> | <u>ADDRESS</u> | <u>YEARS</u> |
|-------------|----------------|--------------|
| _____       | _____          | _____        |
| _____       | _____          | _____        |

## WORK HISTORY

5. **Business Licenses**

List all business licenses currently held by Bidder:

| <u>ISSUING AGENCY</u> | <u>TYPE</u> | <u>NUMBER</u> | <u>EXPIRATION</u> |
|-----------------------|-------------|---------------|-------------------|
| <u>IDA</u>            |             | <u>5376</u>   | <u>4-30-16</u>    |
|                       |             |               |                   |

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

|                    | <u>PROJECT ONE</u>                                                                | <u>PROJECT TWO</u>                                                                | <u>PROJECT THREE</u>                                                              |
|--------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Owner Name         | <u>VILLAGE OF GLENCE</u>                                                          | <u>VILLAGE OF SKEKIC</u>                                                          | <u>VILLAGE OF SCHAMENBURG</u>                                                     |
| Owner Address      | <u>675 VILLAGE CT</u><br><u>GLENCE, IL</u>                                        | <u>5127 OAKTON</u><br><u>SKEKIC, IL</u>                                           | <u>101 SCHAMENBURG CT</u><br><u>SCHAMENBURG, IL</u>                               |
| Reference          | <u>CHRISTINE VANDERK</u>                                                          | <u>ERIK COOK</u>                                                                  | <u>SCOTT McLAN</u>                                                                |
| Telephone Number   | <u>847-835-4111</u>                                                               | <u>847-933-9231</u>                                                               | <u>847-923-6648</u>                                                               |
| Type of Work       | <u>POC SIDEWALK</u><br><u>CURB &amp; GUTTER</u><br><u>DRIVEWAY &amp; DRIVEWAY</u> | <u>POC SIDEWALK</u><br><u>CURB &amp; GUTTER</u><br><u>DRIVEWAY &amp; DRIVEWAY</u> | <u>POC SIDEWALK</u><br><u>CURB &amp; GUTTER</u><br><u>DRIVEWAY &amp; DRIVEWAY</u> |
|                    | <u>PROJECT ONE</u>                                                                | <u>PROJECT TWO</u>                                                                | <u>PROJECT THREE</u>                                                              |
| Contractor         |                                                                                   |                                                                                   |                                                                                   |
| (If Bidder was)    |                                                                                   |                                                                                   |                                                                                   |
| (Subcontractor)    |                                                                                   |                                                                                   |                                                                                   |
| Amount of Contract | <u>53,511<sup>10</sup></u>                                                        | <u>254,436<sup>97</sup></u>                                                       | <u>1,055,972<sup>00</sup></u>                                                     |
| Date Completed     | <u>FALL 2014</u>                                                                  | <u>FALL 2014</u>                                                                  | <u>NOV. 2014</u>                                                                  |

DATED this 14<sup>th</sup> day of May, 2015

## ATTEST:

By: Rita Rubin  
Title: Corp. Sec.Subscribed and Sworn to  
Before me this 14<sup>th</sup> day  
of May, 2015Rita Rubin  
Notary Public

## BIDDER

By: Chris Schenck  
Title: Chris SchenckMy Commission Expires: 10-22-18SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS



Illinois Department  
of Transportation

to VB Agenda  
**Certificate of Eligibility**

Schroeder and Schroeder, Inc.  
7306 Central Park Skokie, IL 60076

Contractor No 5376

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$21,736,000.00

|     |                       |              |
|-----|-----------------------|--------------|
| 001 | EARTHWORK             | \$325,000    |
| 017 | CONCRETE CONSTRUCTION | \$14,850,000 |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/23/2015 TO 4/30/2016 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/23/2015.

*Tim Kel*

Interim Engineer of Construction



**CONTRACT BETWEEN**  
**VILLAGE OF LINCOLNWOOD**  
**AND**  
**Schroeder and Schroeder, Inc.**  
**FOR THE CONSTRUCTION OF**  
**2015 Sidewalk and Curb Replacement Program**

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**CONTRACTOR'S CERTIFICATION**

**ATTACHMENT A** - Supplemental Schedule of Contract Terms

**ATTACHMENT A1**- Schedule of Contract Prices

**ATTACHMENT B** - Specifications

**ATTACHMENT C** – Contact Information and Locations

**ATTACHMENT D** – Special Project Requirements

**APPENDIX 1** - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation ("**Owner**"), and **Schroeder and Schroeder, Inc., 7306 Central Park Avenue, Skokie, Illinois 60076** ("**Contractor**"), make this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and hereby agree as follows:

## **ARTICLE I** **THE WORK**

### **1.1 Performance of the Work**

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

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

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

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

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

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

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

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

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

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

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

#### **1.4 Review and Interpretation of Contract Provisions**

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

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

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

#### **1.5 Conditions at the Work Site; Record Drawings**

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

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

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

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

#### **1.6 Technical Ability to Perform**

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

#### **1.7 Financial Ability to Perform**

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

#### **1.8 Time**

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

#### **1.9 Safety at the Work Site**

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

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

#### **1.10 Cleanliness of the Work Site and Environs**

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

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

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

#### **1.12 Subcontractors and Suppliers**

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

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



### **1.13 Simultaneous Work By Others**

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

### **1.14 Occupancy Prior to Final Payment**

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

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

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

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

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

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

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

## **2.2 Delays**

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

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

## **ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

### **3.1 Inspection; Testing; Correction of Defects**

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

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

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

### **3.2 Warranty of Work**

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

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

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

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

### **3.3 Owner's Right to Correct**

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

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Bonds**

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

### **4.2 Insurance**

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

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

#### **4.3 Indemnification**

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

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

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

#### **5.2 Taxes and Benefits**

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

#### **5.3 Progress Payments**

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

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

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

#### **5.4 Final Acceptance and Final Payment**

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

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

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

#### **5.5 Liens**

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

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

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

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

## **5.6 Deductions**

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

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

## **ARTICLE VI**

### **DISPUTES AND REMEDIES**

#### **6.1 Dispute Resolution Procedure**

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

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

#### **6.2 Contractor's Remedies**

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

#### **6.3 Owner's Remedies**

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

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



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

8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

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

#### **6.5 Terminations and Suspensions Deemed for Convenience**

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

### **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

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

#### **7.2 Relationship of the Parties**

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

#### **7.3 No Collusion**

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

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

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

#### **7.6 No Waiver**

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

#### **7.7 No Third Party Beneficiaries**

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

#### **7.8 Notices**

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

Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
Attention: Ashley Engelmann, Director of Public Works

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

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

Schroeder and Schroeder, Inc.  
7306 Central Park Avenue  
Skokie, Illinois 60076  
Attention: Chris Schroeder

#### **7.9 Governing Laws**

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

#### **7.10 Changes in Laws**

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

#### **7.11 Compliance with Laws**

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

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

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

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

#### **7.12 Compliance with Patents**

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

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

#### **7.13 Time of the Essence**

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

#### **7.14 Calendar Days and Time**

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

**7.15 Severability**

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

**7.16 Entire Agreement**

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

**7.17 Amendments and Modifications**

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

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

**ATTEST:**

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Beryl Herman, Village Clerk

\_\_\_\_\_  
Timothy C. Wiberg, Village Manager

**ATTEST:**

**SCHROEDER AND SCHROEDER,  
INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF \_\_\_\_\_ )       SS

CONTRACTOR'S CERTIFICATION

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

SCHROEDER AND SCHROEDER, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

**[INSERT NAME OF  
CONTRACTOR'S EXECUTING  
OFFICER]**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**[INSERT TITLE OF  
CONTRACTOR'S EXECUTING  
OFFICER]**

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**  
To provide all labor, services, transportation, equipment and other means and items necessary for completion of the 2015 Sidewalk and Curb Replacement Program.
2. **Work Site:**  
  
Village of Lincolnwood Public Works Department located at 7001 N. Lawndale Ave  
Lincolnwood, IL 60712.
3. **Permits, Licenses, Approvals, and Authorizations:**  
  
Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations.
4. **Commencement Date:**  
  
No earlier than August 17, 2015.
5. **Completion Date:**  
  
October 31, 2015, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.
6. **Insurance Coverage:**
  - A. Worker's Compensation and Employer's Liability with limits not less than:
    - (1) Worker's Compensation: Statutory;
    - (2) Employer's Liability:
      - \$500,000 injury-per occurrence
      - \$500,000 disease-per employee
      - \$500,000 disease-policy limit

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

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

All employees shall be included as insured.

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

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

(2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage:

Coverage’s shall include:

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

“X”, “C”, and “U” exclusions shall be deleted.



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

All employees shall be included as insured.

- D. **Umbrella Policy.** The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. **Owner as Additional Insured.** Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

7. **Contract Price:**

| Item | Unit Price Item                                                           | Unit         | Unit Cost |
|------|---------------------------------------------------------------------------|--------------|-----------|
| 1    | HMA Driveway Pavement Removal                                             | Square Yards | \$4.00    |
| 2    | HMA Driveway Pavement Replacement                                         | Square Yards | \$28.00   |
| 3    | P.C.C. Driveway Pavement Removal (6")                                     | Square Yards | \$9.00    |
| 4    | P.C.C. Driveway Pavement Replacement (6")                                 | Square Yards | \$45.00   |
| 5    | P.C.C. Sidewalk Removal (5-6")                                            | Square Feet  | \$1.00    |
| 6    | P.C.C. Sidewalk Replacement (5-6")                                        | Square Feet  | \$4.85    |
| 7    | Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18) | Linear Feet  | \$16.00   |
| 8    | Combination Curb and Gutter Removal and Replacement (B6.24)               | Linear Feet  | \$35.00   |
| 9    | Detectable Warnings                                                       | Each         | \$250.00  |
| 10   | New P.C.C. Sidewalk Placement (5-6")                                      | Square Feet  | \$15.00   |
| 11   | Sodding                                                                   | Square Yards | \$50.00   |

8. **Progress Payments:**

- A. **General.** Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.

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

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

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

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

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

**ATTACHMENT B**  
**SPECIFICATIONS**

**1. SCOPE OF WORK**

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

**2. CONTRACTOR SUBMITTALS**

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

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

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

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

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

**4. TECHNICAL SPECIFICATIONS**

The Contractor shall complete the work in accordance with the Standard Specifications (as supplemented by the following technical specifications), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the

work. Where there is a conflict between these Technical Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

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

### **Mobilization**

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

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

### **Traffic Control and Protection**

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

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

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

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

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever

there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

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

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

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

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

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

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

#### **HMA DRIVEWAY PAVEMENT REMOVAL**

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

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

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

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

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

#### **HMA DRIVEWAY PAVEMENT REPLACEMENT**

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

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

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

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

#### **DRIVEWAY PAVEMENT REMOVAL (6")**

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

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

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

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

Basis of Payment: This work will be paid for at the contract unit price per square

yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL 6", which price shall be payment in full for removal and disposal of existing materials and excavation.

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

**DRIVEWAY PAVEMENT REPLACEMENT (6")**

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

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

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

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

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

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

**P.C.C. SIDEWALK REMOVAL (5"-6")**

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

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will

be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

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

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

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

**P.C.C. SIDEWALK REPLACEMENT (5"-6")**

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

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

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

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the



driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6" thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

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

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

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

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

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

**COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT**  
**(M3.12, B6.12, B6.18)**

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

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

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

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

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

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

**COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)**

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

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

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

sections 0-50 feet long, one (1) transverse expansion joint shall be required.

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

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

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

### **DETECTABLE WARNINGS**

**Detectable warnings** shall consist of pre-stamped fiberglass reinforced plastic panels as manufactured by Access Tile (cast in place replaceable) or approved equal (2' x 5' typical). Any ramp panel substitutions must be submitted in writing to the ENGINEER for approval.

Colors:

Lincolnwood – Brick Red (No. 22144)

Wilmette – Yellow (No. 33538)

Kenilworth – Colonial Red (No. 20109)

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS.

### **PROTECTIVE COAT**

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

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

Two (2) coats of Cure & Seal shall be applied to all new P.C.C. pavements, driveways, sidewalks, patios and curbs and gutters. Cure & Seal product shall be stirred thoroughly prior to use and shall not be diluted or thinned. The first coat of Cure & Seal shall be applied immediately after all surface water has disappeared and surface cannot be marred. The second coat of Cure & Seal

shall be applied after the first coat has dried or as determined by the Public Work Director (or his/her designee).

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

**NEW P.C.C. SIDEWALK PLACEMENT (5-6")**

This item is for the construction of 5 or 6 inches of Portland Cement Concrete sidewalk and accessibility ramps including excavation and preparation of the subgrade. The subgrade shall be tamped or rolled until thoroughly compacted and at the proper line and grade. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

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

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

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

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

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

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

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

#### **SODDING**

This work shall be done in accordance with the Standard Specifications including ground surface preparation, placement and watering of sod. Payment will be made according to the contract unit price per square yard for SODDING.

#### 5. **SCHEDULING OF WORK AND COMPLETION DATES**

The Contractor shall coordinate directly with Public Works / Engineering Director (or his/her designee) for each Municipality to schedule the work.

The Contractor shall notify each Municipality no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, the Cook County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way.

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

All work shall be completed prior to October 31, 2015 unless otherwise agreed to by a Municipality or as specified below for individual Municipalities.

Village of Wilmette: All sidewalk work shall not start before June 15, 2015 and shall be complete on or before August 22, 2015.

#### 6. **PERMITS**

For any State or County Highway Permits or other required Local Permits, the Contractor shall execute all necessary permit forms, provide and pay for any fee

and bond requirements, and execute and comply with all insurance and performance guarantee requirements as incidental to the Contract.

7. **CONCRETE TESTING**

All materials incorporated in this Contract are to be inspected according to the non-QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at:

<http://www.dot.state.il.us/materials/projectproceduresguide.html>

**ATTACHMENT D**

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

## **APPENDIX 1: PREVAILING WAGE ORDINANCE**



# Request For Board Action

**REFERRED TO BOARD:** June 2, 2015

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Resolution to Approve a Contract with Green-Up Landscaping for the Purchase and Installation of Outdoor Exercise Equipment in Henry Proesel Park in an Amount Not to Exceed \$20,250

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Parks and Recreation Department was contacted In October by the family of Madeline Horwitz Boccuzzi, a Lincolnwood native, who had passed away last July after battling cancer. Madeline was 30 years old and a former camp counselor in Proesel Park.

As a living memorial to honor the life of their daughter, Madeline's parents, Dr. Steven and Donna Horwitz of Lincolnwood have generously donated funds to create an outdoor exercise equipment area in Proesel Park. This was a project that was recommended in the 2011 Parks and Recreation Master Plan. A Request for Proposals (RFP) was issued on April 29, 2015. The RFP was sent to 12 companies and advertised in the Lincolnwood Review. Four proposals were received by the deadline on May 12, 2015.

Staff has met with the Mr. and Mrs. Horwitz on numerous occasions to evaluate the proposals and determine the location. An area along Morse Avenue, shown on the attached map, is the proposed site. Staff met with Chuck Gardiner, representative of NuToys, the company that submitted the recommended equipment design. NuToys will work with Green-Up Landscaping to complete the job. Five exercise stations will be installed on a bordered, limestone base. A rock with a memorial sign will be installed adjacent to the equipment, with a picture of Madeline and a globe. The area will be called "The Global Fitness Spot".

Proesel Park will be the first park in Lincolnwood to feature outdoor exercise equipment. The equipment will serve as an excellent complement to the walking and running path around the park. A dedication of the area is tentatively planned for August 8, 2015.

**FINANCIAL IMPACT:**

There is \$17,000 budgeted in the 2015-2016 budget for the project, which is offset by a \$15,000 donation from the Horwitz Family. Since then, the Horwitz family has increased their donation to \$20,000, bringing the total budget to \$22,000. The remaining budget will be used to fund the memorial sign and the rock.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Contract
3. Request for Proposal Document
4. Green-Up Proposal
5. Proposed Location
6. Letter of Commitment from Dr. and Mrs. Horwitz.

**RECOMMENDED MOTION:**

**Move** to approve a Resolution to enter into a contract with Green-Up Landscaping for the purchase and installation of outdoor fitness equipment in Henry Proesel Park in an amount not to exceed \$20,250.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-\_\_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT WITH GREEN-UP LANDSCAPING,  
OF PLAINFIELD, ILLINOIS FOR THE DESIGN, PURCHASE AND INSTALLATION  
OF OUTDOOR EXERCISE EQUIPMENT IN HENRY PROESEL PARK**

WHEREAS, the Village has received a commitment for a \$20,000 donation from residents to install outdoor exercise equipment in Proesel Park, in honor of their daughter who passed away in 2014; and

WHEREAS, on April 29, 2015, the Village issued a request for proposals ("**RFP**") for the design, purchase and installation of outdoor exercise equipment in Henry Proesel Park (collectively, the "**Services**"); and

WHEREAS, on May 12, 2015, the Village received four responses to the RFP; and

WHEREAS, after review and consideration of the four responses to the RFP, the Village and the donor have determined that the proposal submitted by Green-Up Landscaping of Plainfield, Illinois ("**Green-Up**"), is the most appropriate for the provision of the Services to the Village; and

WHEREAS, the Village now desires to enter into an agreement with Green-Up for the provision of the Services ("**Agreement**"); and

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

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

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

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

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Green-Up; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this

authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this 2nd day of June, 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this 2<sup>nd</sup> day of June, 2015.

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

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

#30469959\_v1

## VILLAGE OF LINCOLNWOOD

### REQUESTS FOR PROPOSALS

#### OWNER:

Village of Lincolnwood ("**Village**")  
7001 N. Lawndale Ave.  
Lincolnwood, Illinois 60712

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

Design, Purchase and Installation of an Outdoor Exercise Area in Proesel Park

(**"Work"**)

### INSTRUCTIONS TO BIDDERS

#### Preparation of Proposals

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

#### Clarifications

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

#### Delivery of Proposals

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

#### Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized

agents, and interested parties are invited to be present.

#### Withdrawal of Proposals

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

#### Rejection of Proposals

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

#### Acceptance of Proposals

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

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

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

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

DATED this \_\_3rd\_\_ day of \_\_\_\_June\_\_\_\_\_, 2015\_.

**VILLAGE OF LINCOLNWOOD**

By: Timothy C. Wiberg, Village Manager

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE  
DESIGN, PURCHASE AND INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT  
IN PROESEL PARK

Full Name of Bidder \_\_\_\_\_ Green-Up Landscaping \_\_\_\_\_  
Principal Office Address \_\_\_\_\_ 23940 Andrew Road Plainfield, IL 60585 \_\_\_\_\_  
Local Office Address \_\_\_\_\_ Same \_\_\_\_\_  
Contact Person \_\_\_\_\_ Bernard R. Schroeder \_\_\_\_\_ Telephone Number 815-372-3005

TO: Village of Lincolnwood ("**Village**")  
6900 N. Lincoln Avenue  
Lincolnwood, Illinois 60712  
Attention: **Jan Hincapie, Director of Parks and Recreation**

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ none \_\_\_\_\_, which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Design, Purchase and Installation of outdoor exercise equipment in Proesel Park**
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and

policies of insurance specified in this Contract/Proposal;

4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the ***Final Proposal submitted on 5-28-15***

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

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

## 2. Contract Price Proposal

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

### A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the **\$20,250**

**[INSERT TABLE OF UNIT PRICES, IF REQUIRED]**

TOTAL CONTRACT PRICE (in writing):

Twenty Thousand and two hundred fifty Dollars and Cents

TOTAL CONTRACT PRICE (in figures):

\_\_\_\_\_ \$20,250 \_\_\_\_\_ Dollars and \_\_\_ 0 \_\_\_ Cents

### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; **[and]**
3. All other applicable federal, state, and local taxes of every kind and nature applicable to

the Work are included in the Schedule of Prices.

***[4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are the Village's estimate only, that the Village reserves the right to increase or decrease such quantities, 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 in full compliance with this Contract/Proposal, and that 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, is hereby waived and released.]***

### C. TIME OF PAYMENT

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

**Upon Successful Completion of the Project**

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

### 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to the Village all bonds and all insurance certificates ***[and policies of insurance]*** specified in this Contract/Proposal ("**Commencement Date**"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than **7/20/15**. The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Bidder. Delays caused by the Village shall extend the Time of Performance.



#### 4. Financial Assurance

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

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates *[and policies]* of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Village's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

##### 1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

##### 2. Comprehensive Motor Vehicle Liability

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

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

##### 3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

#### 4. Umbrella Liability

Limits shall not be less than:

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

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

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

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

#### 5. Firm Proposal

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

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

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

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation ***[the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Village's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract/Proposal, has been attached as an Appendix to this Contract/Proposal; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other] [any]*** prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

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

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

## 7. Acknowledgements

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

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

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

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

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

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

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

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

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and

executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

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

K. Certified Payrolls. Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the

Bidder or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Bidder and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within this State.

DATED this \_\_\_\_3rd\_\_ day of \_\_\_\_June\_\_\_\_, 2015.

Bidder's Status:    ☐ \_\_\_\_\_ Corporation                 ☐ \_\_\_\_\_ Partnership                 ☐ Individual Proprietor  
                                        (State)                                              (State)

Bidder's Name: \_\_\_\_\_

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(corporate seal)  
(if corporation)

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lincolnwood (“***Village***”) this **[INSERT DATE]** day of **[INSERT MONTH]**, **[200\_\_]**.

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

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
**[INSERT NAME AND TITLE  
OF VILLAGE’S EXECUTING OFFICER]**

**Village of Lincolnwood  
Request for Proposals (RFP)  
For Design, Purchase and Installation of  
Outdoor Exercise Equipment  
In Henry Proesel Park**

**REQUEST FOR PROPOSALS**

**DESIGN, PURCHASE AND  
INSTALLATION OF OUTDOOR  
EXERCISE EQUIPMENT  
IN HENRY PROESEL PARK**

Village of Lincolnwood, Illinois

Issued: April 29, 2015

Due: May 12, 2015

**Please mail all responses to:**

Jan Hincapie, Director of Parks and Recreation  
Village of Lincolnwood Parks and Recreation  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712  
Email: [jphincapie@lwd.org](mailto:jphincapie@lwd.org)  
Phone: 847-677-9740

This Request for Proposals (RFP) has been prepared by the Village of Lincolnwood in order to retain the services of a qualified firm to design and install outdoor exercise equipment in Henry Proesel Park.

For the purpose of this RFP and the anticipated Agreement, "Village" means the Village of Lincolnwood, and "Services" means the design and installation of outdoor exercise equipment at Henry Proesel Park.

The selected contractor will be invited to enter into an agreement with the Village, in a form to be provided by the Village ("Agreement"), to provide the Services in accordance with the Project Scope section of this RFP. The Village Manager has the ultimate authority to approve any proposal and to authorize execution of the negotiated Agreement.

## **Section I: Project Background**

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The Village of Lincolnwood is a thriving community of approximately 12,590 people. The Village lies approximately 10 miles northwest of downtown Chicago. The Village is a full-service community that provides police, fire, emergency medical, public works, and parks and recreation services for the safety and enjoyment of residents and visitors.

The Village's Parks and Recreation Department offers and operates a full range of sports and recreation programs. It manages 13 parks, an aquatic center complex, nine tennis courts, 11 baseball diamonds, and a community center. The Department is a component of the Village, and is not a separate taxing district.

Henry A. Proesel Park ("Park") is located at 7030 N. Lincoln Avenue. The Park's current amenities include playground equipment, an approximately one mile sidewalk for walking and jogging around the park, a picnic shelter, an aquatic center, ball diamonds, tennis courts, roller hockey rink, volleyball courts, picnic areas and green space.

## **Section II: Project Scope**

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The Village is seeking a firm to design and install outdoor exercise equipment adjacent to the walking/jogging path in the Park. The exercise path will serve as a memorial for a young resident who passed away in July of 2014. The Village prefers that the equipment be spread out around the length of the sidewalk/path, rather than concentrating it in one area, but will consider all reasonable layout proposals. Final placement will be at the discretion of the Village.

The outdoor exercise equipment should comply with the Americans with Disabilities Act and Illinois Disability Guidelines. The design must have appropriate signage to enable efficient movement and use of the equipment. All equipment and Materials therein must comply with the National Recreation and Parks Playground Safety Inspection guidelines. The Village's total budget for the Park renovation, including all equipment, materials, construction, and installation is \$15,000, and the Village's expectation is that all of the renovation work will be complete by July 15, 2015.

The Village is issuing this RFP for proposers to submit proposals, which must include, without limitation, proposed design, equipment, cost of installation and any other specifications for the proposed project.

The firm that is selected pursuant to this RFP will be invited to enter into the Agreement with the Village. The Agreement will be provided by the Village.

All equipment and materials provided by the proposer must be new and first quality as to construction, workmanship and appearance.

### **Section III: Submittal Requirements**

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All proposals must be signed by an authorized official of the proposer. Proposals that contain omissions, erasures, alterations, conditional quotes, or that contain irregularities of any kind may be rejected.

The proposal should contain, without limitation, the following information at a minimum:

#### **A. Contact Information**

- Name of proposer; and
- Office address, main telephone and fax numbers, e-mail address, and website address.

**B. List of Qualifications and Certifications, and Required Licensing.** The proposer shall provide the following:

- General information about the proposer, its history and services;
- The resume of the owner/supervisor of the proposer and the person responsible for overseeing and completing the Proposal, including these individuals' certifications, degrees and experience.

**C. References.** The proposer shall provide a list of at least three agencies for which the proposer designed and/or installed outdoor exercise equipment. The proposal must include the contact information for these references including name of firm, contact person, telephone number(s) and email address.

**D. Proposals.** The proposer shall provide the Proposal in an electronic format. A copy of all design drawings that are part of the Proposal must also be provided in a large board format; 48" x 36" is preferred.

**D. Proposal and Fee Structure.**



- The proposer shall describe all the costs and fees associated with the provision of the Services, including an itemized list of the cost for each piece of equipment and all materials needed for installation. The fee summary should clearly identify the proposed not-to-exceed fee, inclusive of all goods and services, for the provision of the Services in accordance with the Project Scope provided in Section II of this RFP.
- The not-to-exceed costs specified by the proposer are to include all direct and indirect costs of implementing the Services, and the Village shall not be bound to pay any additional costs absent a written change order.

#### **E. Letter.**

A letter indicating that all information in the proposal is true and complete and signed by the authorized owner, partner, officer of the corporation, or manager of the limited liability company submitting the proposal, with said signature duly notarized by a notary public.

### **Section IV: Evaluation of Proposals**

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Professional Village Staff will evaluate all properly submitted proposals. Submitted proposals will then be graded and ranked with respect to the Project Scope set forth in this Request for Proposals, including the total cost of the Services, responsiveness of the proposal, and the recommendations and feedback from the Village Staff and the donor.

The Village will then select the top preferred proposer, with whom the Agreement, on a form to be provided by the Village, will be negotiated. The Village Manager has the ultimate authority to approve any proposal and to authorize execution of the negotiated Agreement.

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

### **Section V: Submittal Procedures**

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#### **A. Questions and Clarifications**

All questions regarding this Request for Proposals should be directed in writing to Jan Hincapie, Director of Parks and Recreation, at [jphincapie@lwd.org](mailto:jphincapie@lwd.org). Questions will be accepted until **10:00** a.m. CDT on **May 1, 2015**.

All questions and responses will be compiled and submitted to all proposers electronically in one general response memorandum by **May 5, 2015**. In order to enable the Village to equitably respond to requestor questions, the Village requests that prospective proposers register in advance with the Village via e-mail at [jphincapie@lwd.org](mailto:jphincapie@lwd.org).

## **B. RFP Submittals**

Please deliver one digital copy of the proposal via email to [jphincapie@lwd.org](mailto:jphincapie@lwd.org). All large boards required pursuant to Section III.D of this RFP must be delivered to the Village at the following address:

Jan Hincapie, Director of Parks and Recreation  
Village of Lincolnwood Parks and Recreation  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712  
847-677-9740

Proposals must be received no later than **10:00 a.m. CDT on May 12, 2015**. Proposals will not be opened publically. Proposals submitted after this time will not be opened. No oral, telephone, or facsimile proposals will be considered.

## **C. Standard Terms and Conditions**

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposers submitting proposals. Issuance of this RFP does not obligate the Village to pay any costs incurred by a proposer in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the scheduled deadline for submittals. No proposal shall be withdrawn for 60 days after the date set for opening proposals. Proposals shall be subject to acceptance during this period.

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

## **Section VI: Anticipated Project Timeline**

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- |                                      |                              |
|--------------------------------------|------------------------------|
| • Issue Date/RFP Released            | April 29, 2015               |
| • Questions Due                      | May 1, 2015 10:00 am         |
| • Issuance of Responses to Questions | May 5, 2015                  |
| • <b>RFP Due Date</b>                | <b>May 12, 2015 10:00 am</b> |
| • Presentation to Park Board         | May 12, 2015                 |











A photograph of a park area. In the foreground, a wide, light-colored concrete sidewalk curves from the bottom left towards the center. To the right of the sidewalk is a red brick basketball court. The ground is covered with brown mulch and some green grass. In the background, there are several trees, some with bare branches and some with yellowing leaves. A dark-colored car is parked on a paved area in the distance. A sign on the left side of the image reads "FIRE DEPT" with an arrow pointing right, and "DEVELOPMENT DEPT" below it. The sky is blue with some clouds.

FIRE DEPT →  
DEVELOPMENT DEPT





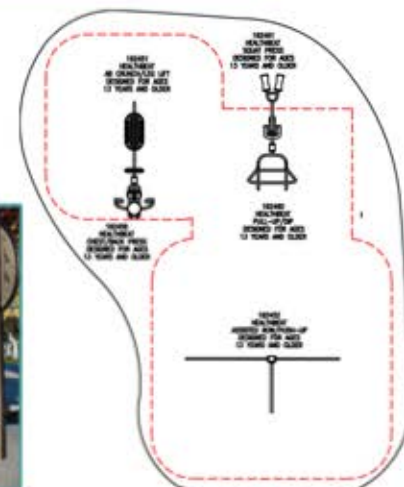


# Village of Lincolnwood

[Return to VB Agenda](#)

*landscape structures*  
PLAYSLI.COM

**n toys**  
Leisure Products  
(800) 526-6197



741 Sq. Ft.



Certified Playground Installers \* Certified Playground Inspectors \* Registered Landscape Architects  
23940 Andrew Road, Plainfield, IL 60585 815-372-3000 phone 815-372-3005 fax

### 2015 Proposal

**Date: May 28, 2015**

| Proposal Submitted To: |                                              | Project Information: |                                    |
|------------------------|----------------------------------------------|----------------------|------------------------------------|
| Company:               | Village of Lincolnwood                       | Project Title:       | Fitness Equipment Installation     |
| Address:               | 6900 N. Lincoln Ave<br>Lincolnwood, IL 60712 | Project Address:     | Unknown at this time               |
| Contact:               | Janice Hincapie                              | Project Owner:       | NuToys Leisure Products            |
| Contact Address:       |                                              | Owner Address:       | 915 Hillgrove, La Grange, IL 60525 |
| Contact Email:         | jhincapie@lwd.org                            | Project Contact:     | Chuck Gardiner                     |
| Contact Phone:         | (847) 673-1540                               | Project C. Email:    | chuckg@nutoys4fun.com              |
| Contact Fax:           |                                              | Project C. Phone:    | (219) 838-5868                     |

#### WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- Supply and installation one (1) combination Landscape Structures Healthbeat Ab Crunch/Leg Lift and Chest/Back Press.
- Supply and installation one (1) combination Landscape Structures Healthbeat Squat Press and Pull Up/Dip.
- Supply and installation one (1) Landscape Structures Healthbeat Assisted Row/Push-Up.
- Supply and installation one (1) Landscape Structures Healthbeat Blank Sign Set.
- Supply and install barrier fabric for limestone screening pad.
- Supply and install three (3) inches of limestone screenings for limestone screening pad.

#### Notes:

- Equipment to be purchased by others.
- Price is based on all work to be done at the same time. If work is not done at the same time additional costs will be required.
- Excavation and disposal of soil at three (3) inches for limestone screening pad by others.
- Price is based on access to the site with a machine.
- Price does not include turf restoration of the site, taxes, bonds or permit fees if applicable.
- Price is based on IDOL prevailing wages.
- Price is based on clean spoil from excavation. If the spoil from the excavation is proven to be contaminated, there will be additional costs for testing and special handling.

**We hereby propose to furnish material and labor – in accordance with the above specifications, for the sum of \$20,250.00**

**PAYMENT TO BE MADE UPON COMPLETION, WITHIN (30) DAYS OF INVOICE DATE.**

#### Terms:

Terms of Sale, Net Cash upon completion of contract. 1 1/2% per Month Service Charge on accounts over 30 days old. It is mutually agreed that all materials and articles furnished hereunder shall remain the property of Green-Up until all payments specified herein have been paid in full and that Green-Up may regain possession thereof without notice to purchaser(s) specified herein. In the event legal action must be taken to collect the amount herein, Purchaser agrees to pay attorney fees, court costs and all other expenses that may be involved herein. In the event this amount herein is collected through a collection agency, Purchaser agrees to pay all collection costs. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Bernard R. Schroeder, Director of Operations, Green-Up

ACCEPTANCE OF PROPOSAL --- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

|               |  |        |  |
|---------------|--|--------|--|
| ACCEPTED BY:  |  | DATE:  |  |
| PRINTED NAME: |  | TITLE: |  |
| PHONE:        |  | EMAIL: |  |

Please note: This proposal may be withdrawn by us if not accepted within (60) days.



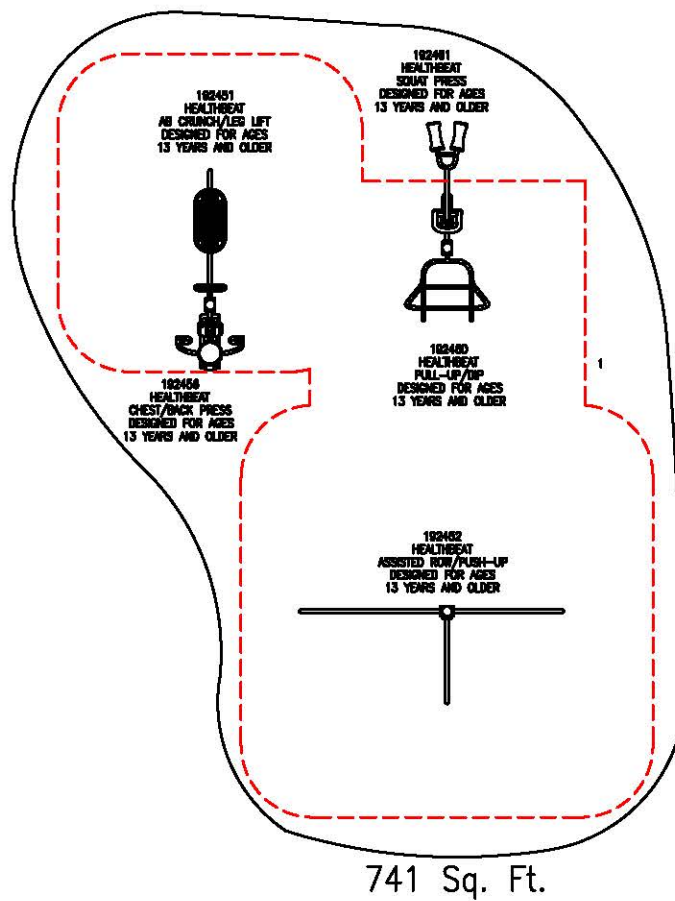


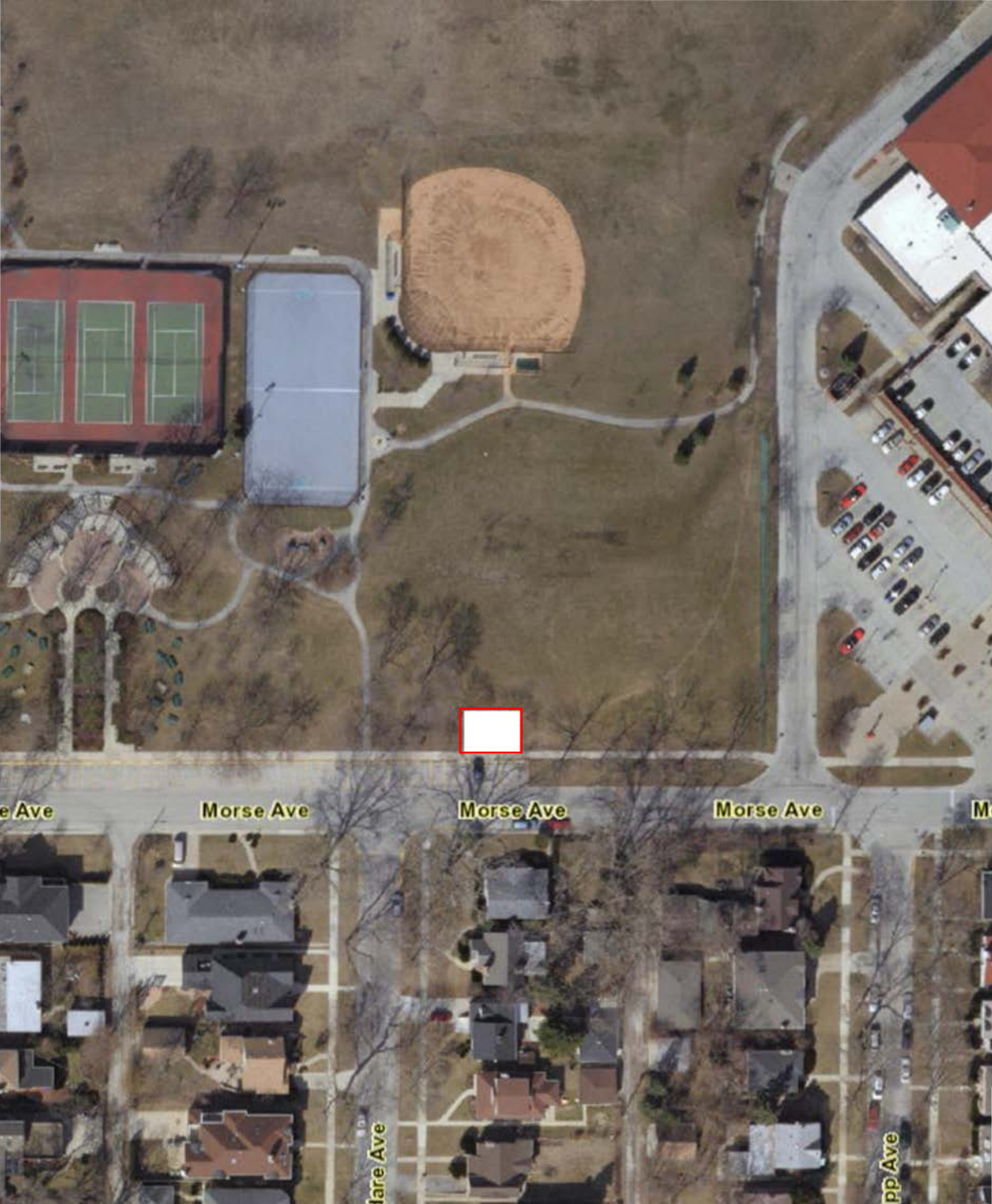
VILLAGE OF LINCOLNWOOD  
LINCOLNWOOD, IL  
CODE: LNW15LNW1 - OPTION 1



5/11/2015 DRAWN BY: DS  
STRUCTURE DIMENSIONS:  
ACTUAL SIZE:  
AREA REQUIRED:

REVISED 5/21/2015





e Ave

Morse Ave

Morse Ave

Morse Ave

M

lare Ave

pp Ave

DR. AND MRS. STEVEN HORWITZ

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6531 N. Knox Avenue  
Lincolnwood, Illinois 60712-3422

May 27, 2015

Ms. Jan Hincapie, CPRP  
Director of Parks and Recreation  
Village of Lincolnwood  
6900 N. Lincoln Ave.  
Lincolnwood, IL 60712

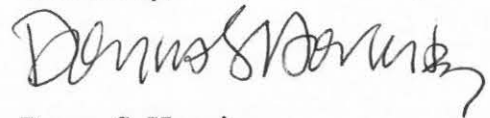
Re: Madeline Horwitz Boccuzzi Memorial

Dear Ms. Hincapie,

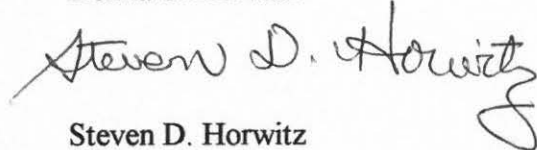
This letter is to attest to our updated commitment to underwrite financially the Proesel Park Fitness Stations for the Madeline Horwitz Boccuzzi Memorial. We will increase our pledge to \$20,000 (Twenty Thousand Dollars) for this project. Should the costs exceed this amount, we are willing to contribute more if it is reasonable.

If you have any questions, please contact us.

Yours truly,



Donna S. Horwitz



Steven D. Horwitz

# Request For Board Action

**REFERRED TO BOARD:** June 2, 2015

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Plan Commission in Case #PC-05-15  
Concerning a Proposed Zoning Code Text and/or Map Amendment to Allow Residential  
Units Above Ground Level as a Special Use in a Portion of the B-2 Zoning District  
Located Along Devon Avenue East of Drake Avenue

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At its January 20, 2015 meeting, the Village Board considered a recommendation of the Economic Development Commission (EDC) to amend the Zoning Code and referred this matter to the Plan Commission for Public Hearing and deliberation at its November 19, 2014 meeting, the Economic Development Commission, by a 7-0 vote, recommended that along the Devon Avenue Corridor between McCormick Boulevard and Drake Avenue, the Zoning Code be changed to allow residential units above ground level as a Special Use. A main reason for this Commission recommendation was the Commission's view that mixed-use development could spur needed revitalization in this commercial corridor.

Residential use in the Devon Corridor, east of Drake Avenue, is currently prohibited, as it is in all parts of the Village's B-2 Zoning District. The concept of residential use in the Devon Corridor originated from a review of a proposed mixed-use development for the Whistler's Restaurant property at 3420 West Devon Avenue.

This proposed Code Amendment was first deliberated by the Plan Commission at its March 4, 2015 meeting. At this meeting, the Plan Commission made a recommendation, by a 5-1 vote, to recommend a Code change to allow residential units above the ground floor, as a Special Use, within the Devon Avenue Corridor. Following concerns raised by Plan Commissioner Steven Jakubowski concerning lack of public notice, the Village Board, at its March 17, 2015 meeting, directed staff to re-notice the Hearing to include notice to all owners located within the area of Pratt Avenue, McCormick Boulevard, Devon Avenue, and Lincoln Avenue. In addition to this area, notice of the Public Hearing was mailed to all owners in or within 250 feet of the subject area, notices were hand delivered to all businesses located in the subject area, and public notice signs were installed at each street intersection along Devon Avenue between McCormick Boulevard and Drake Avenue.

**Public Hearing**

The Public Hearing for this matter was held on May 6, 2015 at which time testimony from the public was received. A summary of the testimony can be found below. Other than public testimony, the Commission discussed the challenges of development within the Corridor including shallow lot depths and lack of parking. Commissioner Jakubowski expressed his opposition to considering residential

development of any kind within the Corridor. Commissioner Jakubowski indicated that the Urban Land Institute (ULI) report has been inaccurately referenced as supporting residential within the Corridor. Commissioner Jakubowski stated that the Village is currently reviewing the Comprehensive Plan and believes this process should be concluded prior to any significant changes that would impact the Corridor.

Commissioner Pauletto asked if having a residential use above commercial has been proven to spur development. Mr. Clarke answered that the view of the EDC is that having a mixed-use development can spur investment and revitalization of this Corridor.

Commissioners expressed concern with the existing condition of the Corridor. Several Commissioners agreed that the Corridor is underperforming, that the Corridor is not attracting private investment, and taking no action will result in more of the same within the Corridor. Commissioner Sampen agreed with some of the concerns raised by the public regarding parking, traffic, and other matters; however, he noted those issues are best addressed during specific review of each development proposal which would occur if residential was made a Special Use. Commissioner Goldfein noted that under the proposed change, the overall building height would not be greater for a residential use than what is now allowed for office or retail use within the Corridor.

### **Public Comment Received**

At the Public Hearing, 16 members of the public orally addressed the Plan Commission. A summary of each commenter's oral remarks is provided in the attached minutes. These oral comments were all against the proposed change with most reasons relating to concerns over traffic, parking, sewers, school enrollment, and the possibility of failed development.

In addition to oral testimony, the Commission also received seven written objections. The Commission also received one letter of support from Bert Rance of Prudential Realty, a long-time business of the Corridor. Attached are these letters.

### **Plan Commission Recommendation**

At the conclusion of public testimony, at its May 6, 2015 meeting, the Plan Commission, by a 6-1 vote, recommends approval of a Zoning Code Amendment to allow as Special Use residential units above ground level in a portion of the B-2 Zoning District located along Devon Avenue east of Drake Avenue. The Plan Commission Chair noted that the specific form of this amendment (text/map) would be decided by Village counsel.

### **FINANCIAL IMPACT:**

None

### **DOCUMENTS ATTACHED:**

1. Draft May 6, 2015 Plan Commission Minutes (Excerpt)
2. March 4, 2015 Plan Commission Minutes
3. Letters of Objection (Received after Staff Report)
4. Staff Report to Plan Commission
  - a. Letter from Bert Rance, Prudential Realty Co., Inc. dated April 22, 2015
  - b. RBA to Village Board dated January 20, 2015
    - i. EDC Minutes dated November 19, 2014 (Draft)
    - ii. Staff Memorandum to Commission
    - iii. Concept Plans for 3420 Devon Avenue
    - iv. Comprehensive Plan Excerpt
    - v. ULI Report
    - vi. Commercial Corridor Narrative

- vii. Residential Narrative
- viii. Business Inventory

**RECOMMENDED MOTION:**

**Move to concur** with the recommendation of the Plan Commission concerning a Zoning Code Amendment to allow residential units above ground level as a Special Use in a portion of the B-2 Zoning District located along Devon Avenue east of Drake Avenue and to direct the Village Attorney to prepare the requisite Ordinance for approval.



**DRAFT MEETING MINUTES  
OF THE  
PLAN COMMISSION  
MAY 6, 2015 – 7:00 P.M.**

**LINCOLNWOOD VILLAGE HALL  
COUNCIL CHAMBERS  
6900 NORTH LINCOLN AVENUE  
LINCOLNWOOD, ILLINOIS 60712**

**MEMBERS PRESENT:**

Chairman Paul Eisterhold  
Irving Fishman  
Patricia Goldfein  
Steven Jakubowski  
Anthony Pauletto  
Don Sampen (arrived at 7:05)  
Mark Yohanna

**MEMBERS ABSENT:**

**STAFF PRESENT:**

Timothy M. Clarke, AICP, Community Development Director  
Aaron N. Cook, AICP, Community Development Manager  
Ryan Johnson, Community Development Intern

**I. CALL TO ORDER**

Chairman Eisterhold noted a quorum of six members and called the meeting to order at 7:02 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. APPROVAL OF MINUTES**

The minutes from the April 1, 2015 Plan Commission meeting will be presented for approval at the June 3, 2015 Plan Commission Meeting.

Chairman Eisterhold requested a change in the order. Case #PC-05-15 will be heard first.

**IV. Case #PC-05-15: Public Hearing: Proposed Text Amendment**

**DRAFT**

Tim Clarke reviewed the Public Hearing notice distribution for tonight's meeting. In addition to the required 250-foot surrounding area mailing, over 1,000 notices were mailed out to addresses bounded by Devon, McCormick, Pratt, and Lincoln Avenues per direction of the Village Board.

This Public Hearing came about relative to a proposal that initially came from the Economic Development Commission (EDC) regarding the Devon Avenue Corridor, which is a four-block area between Drake Avenue and McCormick Boulevard in the B-2 Zoning District. The R-4 Residential Zoning District is to the north of the Corridor, and the City of Chicago is to the south.

On October 21, 2014, the Village Board's Committee of the Whole requested the EDC to review a mixed-use concept for the Whistler's Restaurant site at 3420 Devon Avenue. This proposal included ground level commercial space with two levels of residential units above. Residential uses are currently prohibited in the B-2 Zoning District. A concept rendering of possible development was presented for review. The EDC reviewed current Village policies and plans at their November 19, 2014 meeting and felt that allowing residential uses as part of a mixed-use development in the Corridor could spur much needed revitalization. By a 7-0 vote, the EDC recommended a change to the Zoning Code to allow, as a Special Use, residential units above ground level in the Devon Avenue Corridor. The recommendation is limited to residential (not senior housing or assisted living). A Special Use mechanism allows specific review and approval of development proposals to ensure parking adequacy and compatibility with surrounding properties. Upon unanimous approval of the EDC, the Village Board referred this matter to the Plan Commission for a Public Hearing. This matter can be noticed as either a Text and/or a Map Amendment.

Mr. Clarke referenced letters received from Village residents. There was one letter of support from Bert Rance of Prudential Realty, 3520 Devon Avenue; and seven letters against this proposal from Marc and Terri Eiseman, 6731 Central Park; Jason and Molly Eiseman, 6736 Central Park; Richard and Judith Katz, 3453 Arthur Avenue; Dennis and Joyce Ruben, 6519 Central Park; Roberta Eisenberg, 6620 Trumbull Avenue; Kirill Vorobeychik, 6541 Drake Avenue; and Irene Spiropoulos, 6745 St. Louis Avenue.

Chairman Eisterhold asked the public for their comments. Commissioner Goldfein reiterated that this is only a consideration of residential uses and there have been no plans presented for approval. Commissioner Yohanna also noted the height restrictions would stay the same at 38 feet.

Before public comments, Commissioner Jakubowski noted the discrepancy between the EDC minutes which referenced the Urban Land Institute (ULI) report as favoring residential uses and the actual report which does not recommend residential uses at any property located on Devon Avenue. Commissioner Jakubowski believes that this Map Amendment is being rushed through without proper input from Village residents and Village staff. Commissioner Jakubowski noted that the current Comprehensive Plan does not recommend residential in the B-2 Zoning District. The Village is currently working on a new Comprehensive Plan which should be drafted before any significant changes are made in the Corridor.

Commissioner Jakubowski stated that with regards to the ULI report, the Village's vision for the Corridor is for a dynamic and safe commercial district that would complement the residential neighborhood to the north and would serve as an attractive gateway to the Village. There is no mention of a residential use in this vision. Commissioner Jakubowski asked staff to explain the significance of the studies made in the ULI report and how this applies to the area.

Mr. Clarke explained that the current 2001 Comprehensive Plan does speak about residential uses in the Devon Avenue Corridor. Mr. Clarke quoted from the current Comprehensive Plan which says "Given the shallow lot depths along the Corridor, redevelopment of obsolete commercial properties for retail use may not be practical. In such cases, consideration should be given to allowing such sites to



recycle as multi-family residential developments. Wherever possible, such uses should be oriented to the side streets which are currently residential in character.”

The Urban Land Institute is a preeminent organization comprised of development and real estate professionals. Their recommendations were made after numerous focus groups, an intensive site visit, and demographic studies. The ULI reported that more service-oriented businesses should be included. Commissioner Jakubowski agreed with the ULI report that the Whistler’s Restaurant site should stay as a restaurant and did not object to the inclusion of senior housing.

Commissioner Sampen reiterated that the issue up for discussion is whether or not to allow residential uses above commercial in the Corridor, and he would like to hear from the people in attendance.

Commissioner Yohanna asked Mr. Clarke to explain to the audience what is required for a Special Use application. Mr. Clarke explained the three different types of uses and what is required for the Special Use application process. The three uses are a Special Use, a Permitted Use, or a Prohibited Use. The matter up for discussion is whether the current Prohibited Use should be changed to a Special Use. There are no other changes that will be considered with relation to size, density, and height.

Chairman Eisterhold opened the Public Hearing for comments.

Art Ross, 6414 St. Louis Avenue, spoke about lack of enforcement by the Village with regards to traffic, street flooding, and sewer issues. Additional housing cannot be built to an already tapped system. Devon is constantly busy and cannot sustain any more development. He would be in favor of service or office businesses as long as parking is provided in the back.

Suzanne Ballew, 6720 St. Louis Avenue, said that the Village has the potential to create on Devon Avenue something that would be desirable, beautiful, and useful to the people in the community but would not infringe on the people already living there. Ms. Ballew objects to a short-term or a short-sighted decision.

Susan Port, 6427 Kimball Avenue, stated that multi-family residences and the increase in traffic and parking is going to change the entire feel of this part of Lincolnwood. Ms. Port is concerned about visitor parking since there is nowhere to park now. She is opposed to this proposal.

Bill Kohn, 6416 Trumbull Avenue, stated that other Devon Avenue mixed-use projects in Chicago are not working out. Parking and traffic will be a nightmare. He and his wife are not in favor of residential or business uses.

Bella Heching, 3420 Arthur Avenue, asked to read a letter written by her neighbor, Richard Katz. Chairman Eisterhold replied that they are in receipt of his letter and will be part of the public record. Mr. Katz was concerned about the traffic and parking. This development would have a negative impact on the Village. Ms. Heching presented Mr. Katz’s extensive property management and construction experience. Mr. Katz believes that the zoning change is detrimental long term to the two-block radius. Both Ms. Heching and Mr. Katz are opposed to this proposal.

Zvie Liberman, 6530 Kimball Avenue, said that with snow removal and street cleaning, the residents without a garage actually have less parking. This is a matter of personal comfort. He does not believe this issue makes sense.

Marla Lampert, 6431 Kimball Avenue, reiterated the concern about the parking issues. This corridor needs to be developed, but in the proper way.

Lenny Weiss, 6549 Kimball Avenue, also had concerns about the sewer system. He is opposed to any residential use. He would like to see plans to make a more informed decision. There are bigger discussions to be had with regards to business development instead of focusing on just this one area.

Mark Hartman, 6532 Trumbull Avenue, opposes this development. Devon Avenue is too busy for a multi-family development with children. This should be a big issue for consideration.

Rose Ann Cope, 6543 Monticello Avenue, said she moved to Lincolnwood for the particular ambience and milieu. Lincolnwood has a lot of great advantages. If this kind of mixed use development with apartments above is approved, this beauty and elegant feel of the Village will be lost. We should be encouraging businesses with enough parking. Ms. Cope asked to the Plan Commission to not allow any type of Special Use that would allow for this type of development.

David Hartman, 6529 Central Park Avenue, stated that with a proposal like this, the Village would lose some of its charm. Mr. Hartman would not like the Village to go forward with this proposal.

Chairman Eisterhold commented on some of the residents' concerns. With reference to developing the Bell and Howell property, this site is surrounding by an industrial area. Chairman Eisterhold noted that there are some proposals for this property coming forward in the next couple months. The size and depth of the properties on Devon make it difficult to develop. As far as children in the area are concerned, this is not an area that children would be playing in the street. One of the reasons that this issue is being raised before the Comprehensive Plan is completed is that a developer was interested in the Whistler's property and wanted to know what the Village was looking for since multi-family uses were not allowed in the current Zoning Code. Since the Comprehensive Plan will not be completed for at least a year, the Village Board decided to go ahead with this zoning change. This Comprehensive Plan is a guide and long-term plan for the Village, but it is not cast in stone.

Diane Dubey, 3405 Albion Avenue, stated that Lincolnwood schools are desirable and this development would attract families with children who would attend these schools. Ms. Dubey was concerned about children crossing Devon Avenue.

Rebecca Kohn, 6416 Trumbull Avenue, spoke about the mixed-use developments in the surrounding area with empty commercial space. A block of vacant buildings would look worse than it does now. This will change from a Village atmosphere to a vacant cityscape. The Village should work to get small businesses invested in the community unlike large developers who have no vested interest in the community.

Ms. Berk, 3450 Arthur Avenue, commented that only one person wrote in for support of this project; most of the residents are against this. Their quality of life would be impacted negatively by this development. She agreed that there is not enough information to make an informed decision. She asked if there were any feasibility studies done to determine if there is a demand for apartments, and what would be the cost to rent or own these units. It would be a disservice to make a decision without more information. Chairman Eisterhold informed Ms. Berk that an economic feasibility study would be required during the Special Use process.

Steve Dubey, 3405 Albion Avenue, stated that just because an area changes, it doesn't mean the use has to change. Lincolnwood does not have a history of ample retail stores. Devon Avenue has never been a good place for shopping. The area can be developed but not with a multi-story, mixed-use development.

By a show of hands, Commissioner Jakubowski asked the audience who is in favor of this zoning change. Let the record show that none of the audience members raised their hands. Commissioner Jakubowski then asked the audience to raise their hands if they were opposed to this zoning change. Let the record show that all members of the audience raised their hands.

Suzanne Ballew, 6720 St. Louis Avenue, readdressed the Plan Commission regarding the comprehensive view for the Village and how does the development of the Bell and Howell site fit in with this view long term. Would the residents have input into this development.

Commissioner Pauletto asked if having a residential use above commercial has been proven to spur development. Mr. Clarke answered that the view of the EDC is that having a mixed-use development can spur investment and revitalization of this corridor. The Village has engaged an engineer to prepare streetscape plans for this Corridor in partnership with the City of Chicago. The EDC was concerned about the lack of private investment in this corridor. The viewpoint expressed in 2001 with the Comprehensive Plan that this is no longer a retail corridor. The question is how do you turn this around without massive public expenditures.

Commissioner Pauletto also expressed concern that the residential units may be vacant which has happened with some neighboring developments. Commissioner Pauletto asked if staff can elaborate if there is a better answer whether or not mixed-use developments can spur development. Commissioner Sampen agreed with Commissioner Pauletto regarding authorizing mixed-use developments and said there are legitimate concerns about traffic which can be addressed during the Special Use process. The second objection was that it will cause the Village to lose its charm. Commissioner Sampen does not believe this development would have an adverse effect. The third point raised by the residents was that mixed-use properties are not good investments. Commissioner Sampen said that this may be a possibility or not, but more information would be required to make a decision to open up this corridor for a possible Special Use for residences. Commissioner Sampen does not believe that it is too early to vote on this matter.

Commissioner Pauletto agreed that the residents deserve and would welcome more information about the history of these developments. Commissioner Fishman stated that the EDC voted 7-0 that this matter be considered by the Plan Commission in a timely fashion. The Village Board voted 6-1 in favor to sending this to the EDC and the Plan Commission. This is not something that was considered lightly. If this goes forward, Commission Fishman believes this will be a success.

Commissioner Goldfein asked if there is any leeway to reduce the size of the B-2 District. Mr. Cook answered that it is a challenge to establish a smaller area to differentiates itself from other properties within the same corridor can be complicated since all the properties are on Devon Avenue and within the same B-2 District. The Village has already said that these properties are similar in character and to parse out one land use versus another land use would become complicated and would not be keeping in best zoning practice. Currently, any redevelopment of this area is allowed to build multi-story buildings. Commissioner Goldfein felt the residents would continue to have these complaints whether there was residential here or not. A multi-story office building would contribute to the sewer, water, and parking issues as well. This area needs to be redeveloped with an eye toward improving these

issues and allowing for shared parking lots along Devon Avenue instead of isolating the parking. The Village needs to move forward in that direction, and Commissioner Goldfein did not want to rule out residential uses. The Village does need to bring in new development, and it is important to have some variety to offer.

Commissioner Pauletto agreed with Commissioner Goldfein that maybe it is time to try something else. If the Village doesn't do anything, it is going to stay the way it is with the inherent problems.

Commissioner Yohanna said that this area was developed in another era, and nobody has come forward to address these problems. If nothing is done, the problems will stay the same. With the Special Use process, restrictions can be placed to start alleviating the parking issues in the immediate vicinity.

Art Ross, 6414 St. Louis Avenue, readdressed the Plan Commission as to why other villages have successful corridors like the one planned for Devon Avenue. Chairman Eisterhold answered that the shallow depth of the lots is one of the main reasons for the lack of development. Commissioner Goldfein said that the Village of Skokie, in particular, reconfigured their parking requirements to include shared parking and lifted the individual requirements for buildings there. The Village needs to broaden their ideas as to what is good for the whole strip and not the individual structures.

Chairman Eisterhold reiterated to Ms. Kohn, who again questioned why the Plan Commission could not wait until the Comprehensive Plan has been finalized, that the Plan Commission's role in this matter came from the direction of the Village Board.

Barry Bass, 6530 Central Park Avenue and a newly-elected Village Trustee, stated that the Village should wait until the Comprehensive Plan has been developed. The long-term plan should be taken into consideration along with the residents' concerns. Village staff should do what it can to retain the uniqueness of Lincolnwood. The Village should wait for all the information and take into consideration previous reports and data and from people who have a vested interest in the area.

Chairman Eisterhold again commented on some of the other concerns that were raised. The regentrification of the business community is as important as residential regentrification. Also, tax generation for the entire community is part of the responsibility of the Village Board. The industrial and commercial areas do not cover everything as in year's past. Experts say that residential taxes do not cover the expenses to their portion of the tax burden. Concern for the Village as a whole and what is happening in this area impacts the entire community, not just the residents in the immediate area. As Tim Clarke indicated, there are plans for a new streetscape along Devon Avenue from Lincoln Avenue to McCormick Boulevard, which is a big tax investment. This will help this immediate area with both traffic congestion and revitalization of the commercial areas along this corridor. This is not the area for single-family residences. Townhomes would not fit the streetscape either. If there is to be any residential, it makes more sense to have condos or apartments. A mixed-use development is preferable in that the residential use is up off the main floor which is a safer situation for the families living there. People who live in the area shop in the area which is good for the immediate area.

Commissioners Sampen and Fishman expressed their confusion regarding Mr. Bass's objection to this proposal since the Village Board voted 7-0 to move forward with this type of development. Commissioner Sampen would like to take a vote should be taken to see where the Plan Commission stands on this issue.

Mr. Dubey readdressed the Plan Commission and said that the streetscape improvements should be done first and then see what incentives could be provided to the business owners to maintain or improve their businesses.

Commissioner Jakubowski thanked the residents who came out tonight. It is too premature at this time to make a decision. Flooding issues will be exacerbated with the addition of a large scale project like this. There have been no infrastructure improvements presented. This is going to significantly change the character of the Village, enough so that many of the residents indicated they would move out of Lincolnwood. The schools in Lincolnwood are desirable and to have families with children living in such a congested area is a real safety issue. Commissioner Jakubowski is strongly against this proposal and would urge the Village Board to wait until this process has been fully developed.

Commissioner Sampen said that he agreed with many of the issues raised by Commissioner Jakubowski, but these issues can best be addressed during the Special Use process and should not hold up a recommendation.

Chairman Eisterhold explained the Special Use process. For any Special Use to be considered, there is a development review process with all Village departments to determine the feasibility of the project.

Commissioner Goldfein agreed with Commissioner Sampen regarding the Special Use process and should open the door a bit and see what happens.

Commissioner Pauletto said that it is their job to protect the people most affected by this proposal. This area cannot stay the way it is; we need to try something new.

**Motion to recommend** the Village Board to adopt #PC-05-15 Proposed Text Amendment or Map Overlay was made by Commissioner Yohanna, and seconded by Commissioner Pauletto.

**Aye: Yohanna, Pauletto, Fishman, Goldfein, Sampen, and Eisterhold**

**Nay: Jakubowski**

**Motion Approved: 6-1**

#### **V. Case #PC-02-15: Public Hearing: Proposed Text Amendment**

**Motion to continue** to the Wednesday, June 3, 2015 Plan Commission meeting was made by Commissioner Sampen, and seconded by Commissioner Yohanna.

**Aye: Sampen, Yohanna, Fishman, Goldfein, Jakubowski, Pauletto, and Eisterhold**

**Nay: None**

**Motion Approved: 7-0**

#### **VI. NEXT MEETING**

Chairman Eisterhold announced that the next Plan Commission meeting will be held on Wednesday, June 3, 2015.

## **VII. ADJOURNMENT**

Hearing no further business, **motion to adjourn** was made by Commissioner Yohanna, and seconded by Commissioner Goldfein. Meeting adjourned at 9:40 p.m.

**Aye: Yohanna, Goldfein, Fishman, Jakubowski, Pauletto, Sampen, and Eisterhold**

**Nay: None**

**Motion Approved: 7-0**

Respectfully Submitted,

Kathryn M. Kasprzyk  
Community Development Coordinator

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record show that no one came forward.

**Motion to recommend** to the Village Board that Sections 7.11 and 7.12 be eliminated from the Zoning Code upon such time that the Village adopts regulations replacing these with appropriate standards in the Municipal Code was made by Commissioner Fishman, and seconded by Commissioner Pauletto.

**Aye: Fishman, Pauletto, Goldfein, Jakubowski, Yohanna, and Eisterhold**

**Nay: None**

**Motion Approved: 6-0**

Chairman Eisterhold read into the record an open memo to the Village Board with regards to neighborhood appearance.

Commissioners Fishman, Pauletto, Yohanna, and Jakubowski joined Chairman Eisterhold in his open memo to adopt these provisions and to make every effort to have them enforced. A discussion ensued with regards to the placement and enforcement of garbage totes. Commissioner Jakubowski specifically commented on increasing the penalties for multiple violators.

#### **VI. Case #PC-05-15: Public Hearing: Proposed Text Amendment**

This proposed text amendment is consideration of a Residential Overlay Zone along Devon Avenue. Staff does not envision a true Overlay District be established along this section of Devon Avenue. Rather, this is a text amendment to the Land Use Table. This text amendment will establish residential units above first floor commercial as a Special Use. The area in question is generally between 3300-3520 West Devon Avenue in the B-2 General Retail District. At the present time, no residential uses are allowed in the B-2 District.

On October 21, 2014, the Committee of the Whole (COTW) reviewed a concept plan for a mixed-use development at the Whistler's Restaurant property at 3420 West Devon Avenue. The proposal included ground level commercial space with two floors of residential above. The COTW requested the Economic Development Commission (EDC) review residential uses along the Devon Avenue Corridor (McCormick Boulevard and Drake Avenue). A concept rendering was presented for review. The EDC reviewed current Village policies and plans from the Urban Land Institute and possible techniques to permit residential uses, if desired. The EDC found that allowing residential as part of a mixed-use development in the Devon Avenue Corridor could spur revitalization. The EDC specifically identified residential above ground level commercial space as preferable. The recommendation does not include senior housing, assisted living, etc.

By a vote of 7-0, the EDC forwarded a recommendation to the Village Board to allow, as a Special Use, residential units above ground level commercial within the Devon Avenue Corridor. The Village Board received and considered the recommendation of the EDC at the January 20, 2015 Village Board meeting. The recommendation was referred to the Plan Commission for a Public Hearing to consider upper level residential, as a Special Use, above first floor commercial within the Devon Avenue Corridor by a vote of 6-1.

When asked if the Whistler's property has been sold, Mr. Cook indicated he is aware of two parties interested in residential development. The reason this matter is before the Plan Commission is because the Village Board, in review of possible redevelopment, wanted to get the Plan Commission's opinion on what

residential uses may do for redevelopment within the larger Corridor. The Village Board thought there may be some merit to this redevelopment. A text amendment is needed before any specific developer on a specific property may propose a mixed-use development having a residential component.

Commissioner Goldfein asked Staff if it is appropriate at this time that the Plan Commission should regulate the height of these buildings, separate from general height requirements. Mr. Cook answered that the height requirement in the B-2 District is 38 feet or three stories. The Plan Commission needs to decide if residential is appropriate in this Corridor and if a residential development is unique enough that it should have its own height requirements.

Commissioner Jakubowski asked if this use is even appropriate for this area. Commissioner Jakubowski further stated that this is a single-family neighborhood and this is introducing a major change to the neighborhood.

Commissioner Fishman believes that this is the right direction to take. This retail stretch has suffered and is greatly underutilized. There has been no success in attracting retail into this area. The multi-family use has revitalized many adjoining communities.

Mr. Chris Dimas, owner of Whistler's Restaurant for the last 37 years, said the area needs to be updated and believes the redevelopment is going to attract other development.

Chairman Eisterhold mentioned the COTW heard a presentation relative to the streetscapes along Devon Avenue. The Village will be submitting an application for grant money. The Traffic Commission will schedule a Public Hearing regarding this subject with special notification provided.

Commissioner Jakubowski believes that this issue is being jammed through and adequate notice was not provided, given the fact that there is no one is present at tonight's meeting, even though notice was published in the *Lincolnwood Review*. He further believes that residents do not understand the ramifications of this type of development. He believes that every resident of east Lincolnwood should be notified and to present this to the Village Board without notifying the residents first is unfair. Building first floor commercial space does not guarantee success. More thought should be put into changing a business district into a residential district.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. He asked that the record show that no one came forward.

**Motion to approve** a text amendment to the land use table which would be sufficient to allow consideration of residential units above first floor commercial, on the properties along Devon Avenue between McCormick Boulevard and Drake Avenue in the B-2 District, as a Special Use was made by Commissioner Pauletto, and seconded by Commissioner Yohanna.

**Aye: Pauletto, Yohanna, Fishman, Goldfein, and Eisterhold**

**Nay: Jakubowski**

**Motion Approved: 5-1**

## **VII. Case #PC-06-15: Public Hearing: Proposed Text Amendment**

This proposed text amendment is a discussion to review the parking regulations for multi-family residential uses to consider open-air guest parking standards. During the discussion of the Whistler's property



RECEIVED

MAY - 4 2015

LINCOLNWOOD  
COMMUNITY DEVELOPMENT

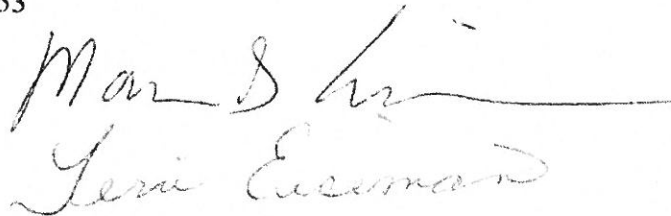
Re: Case PC-05-15  
Zoning along Devon Ave

Dear Village Trustees

Being a resident of over 20 years I appose the rezoning of Devon Avenue located between Drake and McCormick. I appose this rezoning for residential.

Resident:

Marc and Terri Eiseman  
6731 N. Central Park  
Lincolnwood  
847-676-2953

Handwritten signature of Marc and Terri Eiseman in cursive script.

MAY - 4 2015

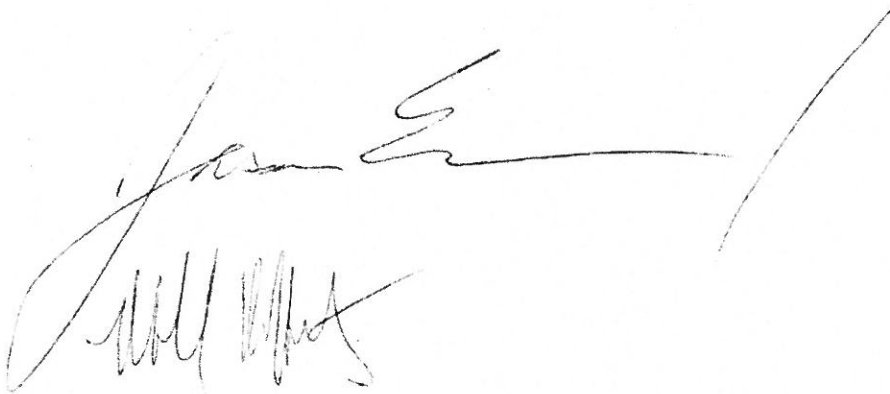
LINCOLNWOOD  
COMMUNITY DEVELOPMENT

Re: Case PC-05-15  
Zoning along Devon Ave

Dear Village Trustees

As residents we appose the rezoning for residential of Devon Avenue located between Drake and McCormick.

Resident:  
Jason & Molly Eiseman  
6736 N. Central Park  
Lincolnwood

Two handwritten signatures in black ink. The top signature is a cursive 'Jason E' followed by a long horizontal line. The bottom signature is a cursive 'Molly E' followed by a long horizontal line.

**Judith Katz  
Richard Gordon Katz  
3453 Arthur Avenue  
Lincolnwood, IL 60712-3841**

May 4, 2015

By Email to [kkasprzyk@lwd.org](mailto:kkasprzyk@lwd.org)  
President Gerald Turry  
Paul Eisterhold, Chair Plan Commission  
c/o Village Zoning Officer  
Community Development Department  
Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712

Dear President Turry and Chairman Eisterhold:

The purpose of this letter is to provide comments about the proposed zoning Map and/or Text Amendments to the Zoning Code, to allow as a Special Use, residential units above ground level, in an area along Devon Avenue, from Drake Avenue to McCormick Boulevard located within the B2 Zoning District (Case PC-05-15) as discussed in the Public Hearing Notice dated April 13, 2015. Regretfully, my work schedule precludes my personal attendance and presentation of the below remarks at the May 6 meeting; Please have this letter read into the public record at the Plan Commission meeting on May 6 and presented to the Village Trustees at the appropriate Village Board meeting.

My comments are based on two different perspectives of the proposed change. First, my family and I have been Lincolnwood residents for nearly thirty years, and second, as a real estate developer, constructor and property manager for over 25 years. Our home is at Arthur and Trumbull, one block north of Devon; close enough to experience the Devon corridor on a daily basis. As a real estate person, my experience includes, but is not limited to, property evaluation and acquisition, building design and construction, property management and interaction with governmental bodies in communities north of Chicago (including Lincolnwood) as well as across the State of Illinois, nationally and internationally. From both perspectives, I believe the proposed zoning changes are detrimental to the Village, long term, particularly to the residents within two blocks north of Devon.

My objections are in three areas: parking and traffic, safety and financial.

An examination of the existing physical development of the Devon area stores and parking areas shows that there is some parking on the north side of the buildings along Devon (north of the buildings). This minimal parking is accessed through the alley, which is poorly maintained, very narrow and subject to significant congestion with the current usage. There are many times when there is not adequate parking north of the buildings, resulting in vehicles parking at the alley sides, further reducing clearance for passing through the alley. Often, the current parking spills onto the adjacent side streets, which are residential, creating congestion and safety issues for residents. When there are large truck deliveries, the situation deteriorates to a traffic jam in an otherwise quiet area.

In general, there would not be sufficient parking for residents, staff and customers. A glaring example is seen in the proposed development for the Whistler's site, parking garages are to be included in the

development. Once these garages are in place, there will be very limited parking for the Devon Avenue business establishment staffs. The Community Development Director November 7, 2014 report discusses seven spaces available for business staff and patrons plus approximately ten spaces available along Devon Avenue. The report further speculates that a parking variance would probably be sought since the number of available spaces will in no way meet the requirements of actual parking for both staffs and customers. The logical place for staff and customers to seek parking would then be along the residential streets north of Devon Avenue, adversely impacting residents' parking and safety.

Riding south on Lincoln Avenue or east on Devon Avenue, one quickly understands the adverse parking impact. Along both streets are developments, such as those contemplated by the proposed zoning changes. The results of residential over commercial has resulted in parking space shortages and ultimately in an adverse condition along side streets. As far south as Irving Park and east as Western, relatively new or rehabilitated structures have been difficult to sell and rent except at reduced sales/rental prices and the buildings' conditions have shown deterioration in short time periods.

In the two blocks north of Devon, there are many families with children. Visiting the area after school, on week days, and on weekends, one finds many of the children outside playing, often either in the street or chasing balls that have gone astray into the street. An increase in parking along these streets and the resultant traffic poses a safety issue for these children.

Could the parking, traffic and safety issues be resolved by establishing a residential parking zone requiring vehicle stickers? Yes, this would mitigate the issues, but would also negate any commercial parking needs along the residential streets. It is obviously not a solution.

Finally, the financial impact on the Village is of concern. Having businesses and residences along Devon Avenue, might increase the tax base of the Village. The minimal increase above current levels would more than be offset by the increased Village expenses for maintenance, fire and police in the corridor. Higher expenses would be required to maintain the alley and streets due to increased usage, more patrolling would be required due to the higher occupied density with resultant issues, and the fire department would be challenged to reach the residential areas with parking along Devon and garages behind the buildings.

Based on the lack luster sales of other residential developments along the Village's main thoroughfares, it is probably that Devon Avenue residences would either not sell at the higher price levels envisioned by the developers or would need to be downgraded from condominium to rentals, creating additional issues for the Village and longtime residents north of Devon. In a worse case scenarios, the initial developer financing would fail after construction, a secondary owner would acquire the property with the result that property maintenance would deteriorate as the new owner attempted to make the property financially viable.

It is recommended that the proposed changes not be approved based on parking, traffic and safety issues.

Sincerely,  
*Richard Gordon Katz*  
Richard Gordon Katz

**Kasprzyk.Kathryn**

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**From:** J Ruben <jruben613@aol.com>  
**Sent:** Monday, May 04, 2015 5:46 PM  
**To:** Kasprzyk.Kathryn  
**Subject:** Map amendment/ re zoning

Dear Kathryn,

My husband and I have been residents of Lincolnwood since 1983.

We vehemently oppose the re zoning of Devon Ave. to make way for apartment buildings. They will be an eye sore and will not add anything to the village.

Proof of this is the building on Devon and Kedzie.

Please take our opinion into consideration when the issue is being decided.

It would be good to get other ideas for Devon Ave. before jumping into this.

Concerned Lincolnwood residents,

Joyce and Dennis Ruben

Sent from my iPhone

**Kasprzyk.Kathryn**

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**From:** roberta eisenberg <marce6620@aol.com>  
**Sent:** Monday, May 04, 2015 10:32 PM  
**To:** Kasprzyk.Kathryn  
**Subject:** housing

*I am definitely against a mixed use-apartment complex on Devon ave. Hope a better solution will be presented. Roberta Eisenberg 6620 N. Trumbull. Linc., Il., 60712*

**Kasprzyk.Kathryn**

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**From:** Vorobeychik, Kirill - OAK BROOK IL <kirill\_v@ml.com>  
**Sent:** Wednesday, May 06, 2015 9:28 AM  
**To:** Kasprzyk.Kathryn  
**Subject:** Plan Commission meeting on May 6 Comments

Dear Kathy: good morning.

I would like my comments in regard to the subject to be considered. Please be kind to confirm the below will be incorporated into the record of proceedings tonight. Thank you very much!

- ? The addition of multi-family housing would dramatically alter the nature and character of the area. Given the projected bulk and concentration of these units, allowing such development will adversely affect the surrounding community's home values and quality of life (e.g., traffic and park congestion).
- ? The existing "Comprehensive Plan" of the Village rejects the building of multi-family residential buildings in the Corridor. The Village is now updating the Comprehensive Plan. No major change to the Devon Corridor should be undertaken until that process is complete. Why the urgency to act now? Is some other agenda being advanced that we're not being told about?
- ? The Corridor should be given the opportunity to realize the full benefits of the recently approved TIF district.
  - o The Devon Corridor has just been approved as a "TIF" district (basically, marginal improvements in property tax revenues from the base year when the TIF district was established can be used exclusively to fund improvements within that district, and so are not available for schools or taxing bodies).
  - o An agreement reached with the Lincolnwood school district mandates that residential buildings in the Corridor will not be "TIF eligible" (meaning the marginal tax revenues won't go towards development of the Corridor, but directly to the schools and other taxing bodies).
  - o Eliminating even one major site from the Corridor through introduction of residential housing will defeat the whole purpose of the TIF district.

**Kirill Vorobeychik**  
**6541 N. Drake Ave.**  
**Lincolnwood IL 60712**  
**847-329-5020**

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## Notice of Lincolnwood Public Hearing

Notice is hereby given that on **Wednesday, May 6, 2015 at 7:00 p.m.**, the **Plan Commission** will conduct a Public Hearing on the matter below in the Council Chambers room of Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois:

**Case #PC-05-15**

**Map and Text Amendments – Consideration of Establishing Residential Use as a Special Use within the B-2 Zoning District located Along Devon Avenue East of Drake Avenue, and Consideration of a new Overlay District along Devon Avenue for such purposes**

Consideration of a recommendation initiated by the Economic Development Commission, to adopt Zoning Map and/or Text Amendments to the Zoning Code, to allow as a Special Use, residential units above the ground level, in an area along Devon Avenue, from Drake Avenue to McCormick Boulevard, located within the B2 Zoning District. The public hearing will include consideration of the creation of an overlay district as a mechanism for the proposed residential use along Devon Avenue. During this consideration, the Plan Commission may consider changes to Article IV, and any additional Article/Section of the Zoning Code that may be discovered during review of this case.

At this Public Hearing, the Plan Commission will accept and consider all testimony and evidence pertaining to this matter. Persons desiring to comment or present evidence or testimony on this matter should appear at this Public Hearing or submit written comments in advance for consideration at the Hearing. Written comments, addressed to the Village Zoning Officer in the Community Development Department of Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois 60712, must be received no later than 4:00 p.m. on the day of the Hearing. Information concerning Case #PC-05-15 is available for inspection in the Community Development Department during normal business hours.

→ Dated: April 13, 2015 

I am adamantly opposed to residential units being built RE: Case PC-05-15, for the following reasons:

More Crime

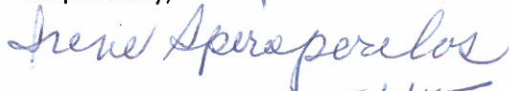
Overuse of Utilities

This area is already over crowded – parking is sometime impossible.

Although it is nice to have shopping centers, grocery stores, etc, nearby, Crime has definitely increased in Lincolnwood. I have been a victim of petty thefts... especially in the back yard!

Please preserve what we have left and use the space for something else other than residential units. It's not worth the additional revenue you might acquire in the future!!!!

Respectfully,



Irene Spiropoulos  
6745 N. St. Louis  
Lincolnwood, IL

5/1/15





## Plan Commission Staff Report

### Case #PC-05-15

May 6, 2015

**Subject Properties:**

3300-3520 West Devon Avenue

**Zoning District:** B-2 General Business District

**Petitioner:** Village Board

**Notification:** Notice of the May 6, 2015 Public Hearing was published in the Lincolnwood Review on April 16, 2015. Notices were mailed to property owners within the area of Pratt Avenue, McCormick Boulevard, Devon Avenue, and Lincoln Avenue. Public Notice signs were installed at each street intersection of Devon Avenue between McCormick Boulevard and Drake Avenue.



**Nature of Request:** Map and Text Amendments Establishing Residential Use as a Special Use within the B-2 Zoning District located along Devon Avenue East of Drake Avenue, and Consideration of a New Overlay District along Devon Avenue.

### **Summary of Request**

At the October 21, 2014 Committee of the Whole meeting, the Village Board reviewed a proposed mixed-use development for the Whistler's Restaurant property located at 3420 West Devon Avenue. This proposal provided ground level commercial space along with 2 upper levels of residential units. Central to this discussion was residential use, since residential use is currently prohibited in the B-2 Zoning District which comprises the Devon Avenue Business Corridor located between McCormick Boulevard and Drake Avenue. At this meeting, the Village Board requested that the Economic Development Commission review this matter and provide its recommendation concerning residential use in this Corridor.

At its November 19, 2014 meeting, the Economic Development Commission considered whether the current residential prohibition in this Corridor should be changed. In considering this matter, the Commission reviewed current Village policies and plans, including the recent Urban Land Institute (ULI) report, the proposed development for the Whistler's site, as well as techniques that could be used to allow residential use, if desired.

In its deliberations, the Commission found that creating a zoning technique that would allow residential as part of a mixed-use development in the Devon Avenue Corridor could spur beneficial Corridor revitalization. Specifically, the Commission found that allowing residential units above ground level commercial space could assist in this revitalization. In this discussion, the Chairman noted that there is much interest by Chicago-area developers in undertaking mixed-use development.

Commissioners also considered whether residential use alone, without having ground level commercial, would also be a benefit, but Commissioners found there was a benefit for requiring ground level commercial in the Corridor. Discussion also occurred as to whether residential use should be considered a Special Use or Permitted Use, and Commissioners found that classifying residential use above the ground level as a Special Use would allow specific project review and approval and this process would help to ensure parking adequacy and compatibility with surrounding properties. The Commission also considered whether similar uses, such as senior housing, assisted living, or nursing facilities, all presently also prohibited in the B-2 Zoning District, should also be made Special Uses in the Devon Corridor in addition to residential use. Commissioners determined to limit their recommendation to only residential use.

Accordingly, by a 7-0 vote, the Economic Development Commission (EDC) recommended to the Village Board that an overlay the Devon Avenue Corridor (McCormick Boulevard to Drake Avenue) should be established, to allow as a Special Use, residential units above the ground level commercial. To effectuate this recommendation, a Text Amendment to the Zoning Code is required.

At their January 20, 2105 meeting, the Village Board considered the recommendation of the EDC and referred to the Plan Commission for public hearing and deliberation of the recommendation made by the EDC.

### **Conclusion**

Should the Plan Commission support the recommendation to allow as a Special Use, residential units above ground level commercial, the Plan Commission may consider establishing a Map Amendment to create a Zoning Overlay District for the subject area. A Text Amendment to the Zoning Code would also be necessary in order to create the Overlay Zone.

### **Documents Attached**

1. Letter from Bert Rance, Prudential Realty Co., Inc. dated April 22, 2015
2. RBA to Village Board January 20, 2015
  - a. EDC Minutes November 19, 2014 (Draft)
  - b. Staff Memorandum to Commission
  - c. Concept Plans for 3420 Devon Avenue
  - d. Comprehensive Plan Excerpt
  - e. ULI Report
  - f. Commercial Corridor Narrative
  - g. Residential Narrative
  - h. Business Inventory

*Prudential Realty Co., Inc.*  
ESTABLISHED 1919  
COMMERCIAL AND INDUSTRIAL

HUBERT A. RANCE  
PRESIDENT  
MEMBER SOCIETY OF INDUSTRIAL AND OFFICE REALTORS®

April 22, 2015

Village Zoning Officer  
Community Development Department  
Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712

**RE: Case #PC 05-15**

In response to your May 6, 2015 Notice of Public Hearing on the above case, I want to voice my 100% approval of the proposed "Overlay District" along Devon Avenue.

I am the Owner of 185 feet on Devon going East from Drake. I have owned and occupied the property for 65 years and with the exception of the "Dairy Queen property", I have built, leased or sold all the buildings on Devon between Drake and Christiana.

Although a few of the buildings have been remodeled or repurposed, for the most part they are outdated and the majority are very short on present day parking requirements.

Due to the short depth (108') of all of the Devon properties, it is time to consider a more vertical option by bringing the Zoning into the 21<sup>st</sup> Century and by so doing, encourage the demolition of the old and the building of new structures to create an attractive modern street.

This would be more likely to occur by adapting the "Overlay District" as proposed, in addition to the Village developing and constructing a coordinated "street scape" along this stretch of Devon Avenue. Without the potential for change, Devon will remain stagnant and continue to deteriorate.

I strongly urge the Plan Commission to move forward with the Devon Avenue Overlay District to revitalize this old but important area in Lincolnwood.

Yours very truly,

PRUDENTIAL REALTY CO., INC.



Bert Rance

BR/scs

# Request For Board Action

**REFERRED TO BOARD:** January 20, 2015

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of Recommendations by the Economic Development Commission Concerning Residential Uses in the Devon Avenue Corridor and Residential Parking Standards for Multi-Family Development

*This matter was initially considered at the December 16, 2014 Village Board meeting at which time it was continued to the January 20, 2015 meeting to allow full Village Board consideration. The material below was provided for the December 16, 2014 Village Board meeting.*

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At the October 21, 2014 Committee of the Whole meeting, the Village Board reviewed a proposed mixed-use development for the Whistler's Restaurant property located at 3420 West Devon Avenue. This proposal provided ground level commercial space along with 2 upper levels of residential units. Central to this discussion was residential use, since residential use is currently prohibited in the B-2 Zoning District which comprises the Devon Avenue Business Corridor located between McCormick Boulevard and Drake Avenue. At this meeting, the Village Board requested that the Economic Development Commission review this matter and provide its recommendation concerning residential use in this Corridor.

At its November 19, 2014 meeting, the Economic Development Commission considered whether the current residential prohibition in this Corridor should be changed. In considering this matter, the Commission reviewed current Village policies and plans, including the recent Urban Land Institute (ULI) report, the proposed development for the Whistler's site, as well as techniques that could be used to allow residential use, if desired.

In its deliberations, the Commission found that creating a zoning technique that would allow residential as part of a mixed use development in the Devon Avenue Corridor could spur beneficial Corridor revitalization. Specifically, the Commission found that allowing residential units above ground level commercial space could assist in this revitalization. In this discussion, the Chairman noted that there is much interest by Chicago-area developers in undertaking mixed-use development.

Commissioners also considered whether residential use alone, without having ground level commercial, would also be a benefit, but Commissioners found there was a benefit for requiring ground level commercial in the Corridor. Discussion also occurred as to whether residential use should be considered a Special Use or Permitted Use, and Commissioners found that classifying residential use above the ground level as a Special Use would allow specific project review and approval and this process would help to ensure parking adequacy and compatibility with surrounding properties. Commissioners found

that implementation of an overlay zone for the Devon Avenue Corridor, similar to the enacted retail overlay zone implemented along Touhy Avenue in the MB zone, was the best technique to use. The Commission also considered whether similar uses, such as senior housing, assisted living, or nursing facilities, all presently also prohibited in the B-2 Zoning District, should also be made Special Uses in the Devon Corridor in addition to residential use. Commissioners determined to limit their recommendation to only residential use.

Accordingly, by a 7-0 vote, the Economic Development Commission is recommending that the Village create an overlay zone along the Devon Avenue Corridor (McCormick Boulevard to Drake Avenue), to allow as a Special Use, residential units above the ground level. To effectuate this recommendation, a Text Amendment to the Zoning Code would be required.

In the Commission's review of the proposed mixed-use development for the Whistler's site, many Commissioners found the proposal to have many attractive elements. Much discussion, however, occurred regarding parking demand created by the project and current area parking supply.

In this discussion, it was noted that while there was adjacent off-street parking available, parking for the proposed development was only provided in an enclosed garage and that there was no open-air, off-street parking provided for guests of the proposed residential units. In discussing this matter, it was noted that presently the Village has no requirement for multi-family developments to have any open-air, off-street parking for guests and this was found by the Commission to be a deficiency in the existing Zoning Code.

Accordingly, by a 7-0 vote, the Commission is also recommending that the Village require some off-street open-air guest parking spaces for multi-family developments. To effectuate this recommendation, a Text Amendment to the Zoning Code would be required.

Should the Village Board support either of these recommendations or desire further consideration of them, the next procedural step would be to refer the recommendation(s) to the Plan Commission for a Public Hearing and further deliberations. The recommended motions below are consistent with the next step.

#### **FINANCIAL IMPACT:**

None

#### **DOCUMENTS ATTACHED:**

1. EDC Minutes November 19, 2014 (Draft)
2. Staff Memorandum to Commission
3. Concept Plans for 3420 Devon Avenue
4. Comprehensive Plan Excerpt
5. ULI Report
6. Commercial Corridor Narrative
7. Residential Narrative
8. Business Inventory

#### **RECOMMENDED MOTIONS:**

1. **Move to refer** to the Plan Commission for Public Hearing and deliberation the Economic Development Commission recommendation concerning an overlay zone for residential use in the Devon Avenue Corridor.
2. **Move to refer** to the Plan Commission for Public Hearing and deliberation the Economic Development Commission recommendation concerning guest parking requirements for multi-family developments.



**DRAFT**

## **Economic Development Commission**

**Wednesday, November 19, 2014**

**Council Chambers Room**

### **Minutes**

#### **Commissioners Present**

James Persino, Chairman  
James Kucienski, Vice-Chair  
James Berger  
Paul Levine  
Patrick McCoy  
Nadia Seniuta  
Terrence Strauch

#### **Commissioners Absent**

Maureen Ehrenberg  
William Pabst

#### **Staff Present**

Timothy M. Clarke AICP, Community Development Director  
Aaron N. Cook AICP, Development Manager  
Robert Merkel, Finance Director

#### **Others Present**

Village Trustee Jesal Patel  
Jackie Boland, Lincolnwood Chamber of Commerce  
Alberto Gonzales, Owner of 90 Miles Cuban Café  
Chris Dimas, Whistler's Restaurant  
Laszlo Simovic, Laszlo, Simovic, Architects, LLC  
Kevin Murphy, KE Murphy Masonry

#### **1. Call to Order/ Quorum Declaration**

Noting that a quorum of 6 members was present, the meeting was called to order at 8:04AM by Vice Chairman Kucienski.

#### **2. Welcome to 90 Miles Cuban Café Restaurant**

Commissioners welcomed to the meeting, Alberto Gonzales, owner of 90 Miles Cuban Café. Alberto, who is also an 18 year resident of the Village, advised the Commission of his exciting plan to open his third restaurant in the former Ruby Tuesday space at the Town Center. He noted an aggressive timeline for completing interior renovation but was hopeful to open by the end of the year. He stated this would be his largest restaurant at approximately 7,100 square feet. He thanked Commissioners for their warm welcome.

### **3. Minutes Approval**

Commissioner Berger moved to approve as presented, the proposed October 22, 2014 meeting minutes of the Commission. Commissioner Strauch seconded the motion. Motion approved by voice vote, 5-0.

### **4. Residential Use in Devon Corridor**

Chairman Persino and Commissioner Levine arrived to the meeting at the beginning of this item. Director Clarke began by summarizing the matter for Commissioners, noting the Village Board has invited Commissioner input on this issue. Clarke proceeded to provide a power point, giving background and current status of residential use in the Devon Corridor, located between McCormick and Drake. He also continued by summarizing a zoning overlay technique that could be utilized to allow for residential use if desired in the corridor as well as summarizing current policies and plans affecting residential in the corridor. He then provided an overview of a proposed mixed use development for the Whistler's site located at 3420 Devon Avenue. He ended his presentation noting that staff has available block-by-block slides of the corridor should Commissioners have specific questions or wish to review current conditions in the corridor.

Chairman Persino noted that currently in the Chicago area there is much developer interest in mixed use development and they have largely embraced this form of development.

Chairman Persino suggested that such development might be needed to spur revitalization of this corridor. He noted however a specific concern regarding guest parking for the proposed Whistler's mixed use development because it lacked off street open air parking spaces for guests. Discussion continued on possible parking impacts of this proposed development for both the corridor and in the adjacent neighborhood. Commissioner McCoy noted much of the street parking found on this block is consumed by traffic produced by the Post Office across the street. Commissioner Levine indicated he believed the proposed Whistler's mixed use project was attractive and would improve the corridor. It was noted that the density, height and location of the proposed building toward Devon Avenue were attractive features of this proposed development.

Commissioners discussed the retail viability of the corridor and whether the addition of residential use would be beneficial. Commissioner's generally concurred that residential use would be beneficial to the corridor but believed it was important to maintain the ground floor for commercial uses, limiting residential units to only upper floors.

While noting the importance of creating a new streetscape for the corridor and the recent establishment of a TIF District for the area, Commissioners generally believed that mixed use development in the Devon Corridor would provide an impetus for other beneficial development in the corridor. It was further noted that allowing mixed use development in the

corridor was generally consistent with various planning and policy documents and the recent ULI study.

The overlay technique was then examined by Commissioners and whether Residential Use above the ground level should be listed as a Permitted or Special Use in such a proposed overlay zone. Chairman Persino noted that he generally does not favor using Special Use as a technique since it delays approvals and often is view as a potential obstacle in the development community.

Discussion continued regarding the Special Use technique and how it could be used on a case-by-case basis to review parking matters and address possible guest parking concerns on site specific plans, as was expressed earlier in the meeting. At the conclusion of this discussion, there was general concurrence that listing Residential Use above the ground level as a Special Use rather than as a Permitted Use was most appropriate at this time. In considering this matter, Chairman Persino noted that the Village should review its residential parking standards to address guest parking issues.

Commissioners considered whether an overlay zone should allow other related uses, such as senior housing, assisted living or nursing homes. By consensus, Commissioners believed a use change should only be related to residential use in the corridor.

Hearing no other discussion, Commissioner Kucienski made a motion, seconded by Commissioner Levine, to recommend to the Village Board the creation of an overlay zone for the Devon Avenue Corridor (McCormick Blvd. to Drake Avenue) which would allow as a Special Use, Residential units above the ground floor. Roll Call vote was taken. Supporting the Motion: Strauch; Berger; McCoy; Seniuta; Kucienski; Levine; and Persino. Opposing the Motion: none. Motion approved 7-0.

A motion was then made by Commissioner Kucienski, seconded by Commissioner Strauch to recommend to the Village Board that it consider a zoning code text amendment to address open air, off street guest parking at multifamily developments. Roll Call vote was taken. Supporting the Motion” Strauch; Berger; McCoy; Seniuta; Kucienski; Levine; and Persino. Opposing the Motion: none. Motion approved 7-0.

Director Clarke indicated he expected these recommendations to be considered by the Village Board on December 16, 2014.

## **5. Development Update Report**



Director Clarke summarized the written Update report noting, noting interest in potential development on two parcels along Touhy Avenue.

**6. Other Business**

No other business came before the Commission.

**7. Public Forum**

No member of the public desired to address the Commission.

**8. Adjournment**

The meeting was adjourned by consensus at 9:17AM.

Respectfully Submitted,

---

Timothy M. Clarke, AICP  
Community Development Director

# Memorandum

To: Chair and Members  
Economic Development Commission

From: Timothy M. Clarke, AICP  
Community Development Director

Date: November 7, 2014

## **Subject: Residential Use in the Devon Avenue Corridor**

Presently no type of residential use is allowed in the Village's B2 General Business District Zoning District. This zoning district is found in several locations in the Village including at certain locations along Cicero, Touhy, and Devon Avenues. The Devon Avenue Corridor, located between McCormick and Drake Avenue is zoned B2 and does not now allow for any residential use.

The matter being brought to the Commission only relates to the existing residential prohibition as it relates to the Devon Avenue Corridor. Recently, a mixed use development has been proposed for the Whistler's site located at 3420 Devon Avenue (see attachments) and the Village Board has invited the Economic Development Commission to provide its recommendation concerning residential use in the Devon Avenue Corridor.

### **Concept Plan for 3420 Devon**

As conceived, the proposal for the Whistler's site would include approximately 5,173 square feet of ground level commercial space, identified on the plans for 4 tenants, as well as 18 residential dwellings located on the second and third floors in a 3 story, 38 foot tall building. A one -level indoor parking garage containing 36 parking spaces for the residential component and 7 parking spaces for the commercial component, is also indicated.

The 38 foot, 3 story proposed building height is at the maximum height currently allowed in the B2 Zoning District. As proposed, there would be 2 off-street parking spaces for each of the residential units. This parking amount exceeds the Village's current requirement of 1.5 spaces for each residential unit located above 1<sup>st</sup> floor commercial.

The Village's minimum parking requirement for commercial space is dependent on the specific type of each commercial tenant and therefore cannot be currently calculated. Applying the Village's parking requirement of 3.3 spaces required for standard commercial space to the indicated gross commercial space of 5,172.8 square feet, would require a minimum of 17 off street parking spaces for the commercial component. The Code does provide certain exclusions in calculating this parking requirement, such as for washrooms, so the actual off street parking requirement for general commercial space may be somewhat less. Based on this brief analysis and with the concept plan

showing 7 of street parking spaces for the commercial component, a parking variation for the commercial component is probably likely. That said, there is a dedicated parking lane located on this block along Devon Avenue and although it is not striped for individual spaces, it appears that this parking lane could accommodate up to 10 vehicles, with additional parking possible if some adjustments to the mailbox drop off area located on this block were made.

Except for a possible parking variation for the commercial component, based on a review of the submitted concept plans, the only additional relief required for this development would be a change in the prohibition on residential use at this location. Attached are drawings of this concept development for 3420 Devon Avenue.

### **Comprehensive Plan**

The Village's Comprehensive Plan, prepared in 2001, identifies the Devon Corridor as a "Potential Redevelopment Area" and while this Plan states the preferred land use for this corridor is commercial, it also notes that retail may not be practical and in such cases consideration should be given to multi-family residential. Attached is an excerpt from this Plan concerning the Devon Avenue commercial corridor.

### **ULI Corridor Study**

Earlier this year, the Urban Land Institute (ULI) released its report from its study of the Devon Avenue Corridor. This report identifies the Whistler Restaurant site as one of the 5 key sites where corridor redevelopment efforts should be focused. Much of the reason this site was chosen by ULI is because of the current single ownership of the approximate 28,800 square foot site which currently has about 70 parking spaces in addition to the restaurant building. For this property, the ULI report suggests upgrading the existing restaurant, or redeveloping it as a new destination-oriented single or multi-tenant restaurant, could create a large draw for the corridor. Separately within this report, ULI suggests that the Village consider toward the west end of the corridor, 3-4 story Senior Housing, indicating also that a similarly sized residential development might also fit in. Attached is the entire ULI report for the Corridor.

### **Devon-Lincoln TIF District**

The subject property at 3420 Devon Avenue is located in the newly created Devon-Lincoln TIF District. Pursuant to the Intergovernmental Agreement with the overlapping school districts and the documents adopted for this TIF District, in the event that residential development occurs in this TIF District, the Village is required to declare surplus, TIF Funds equal to the incremental revenue generated by the new residential development, minus any amounts paid the school districts as required by the TIF Act. This Intergovernmental Agreement and the Devon-Lincoln TIF Documents further prohibit the use of TIF Funds to support residential development in this TIF District. The developer/owner has not requested any Village financial assistance for their proposed mixed use development.

## **Commission Review**

What is before the Commission is not specifically the redevelopment proposal for 3420 Devon Avenue, but whether a change in zoning should be made in the Devon Avenue Corridor to allow for residential use. That said, representatives for the Whistler's proposed redevelopment are expected to attend the Commission's meeting and can answer any specific questions Commissioners may have concerning that proposal.

If the Commission is inclined to recommend a change in zoning to allow for residential use, this could be accomplished through the implementation of an overlay district limited only to the B2 Zoning District along Devon Avenue. Such an overlay district could allow residential use as either a permitted or special use, and it could allow residential as a single use of a property or only as part of a mixed use development, such as requiring the ground level to be commercial. Assisted living, independent living for seniors, as well as nursing homes, are also prohibited uses in this zoning district, and the Commission may wish to consider whether a change in zoning should be made for these uses as well.

There are presently 11 separate property ownerships along the Devon Corridor between McCormick and Lincoln. In considering this matter, Commissioners may wish to consider whether allowing residential use would both create sufficient private market incentive to undertake desired Corridor redevelopment and whether the introduction of residential would help sustain or revitalize the commercial district. Further, given the 11 separate property ownerships, the Commission may also wish to consider whether residential use would, even if allowed, likely occur on the other smaller properties in the corridor given their size and typical challenges with land assembly.

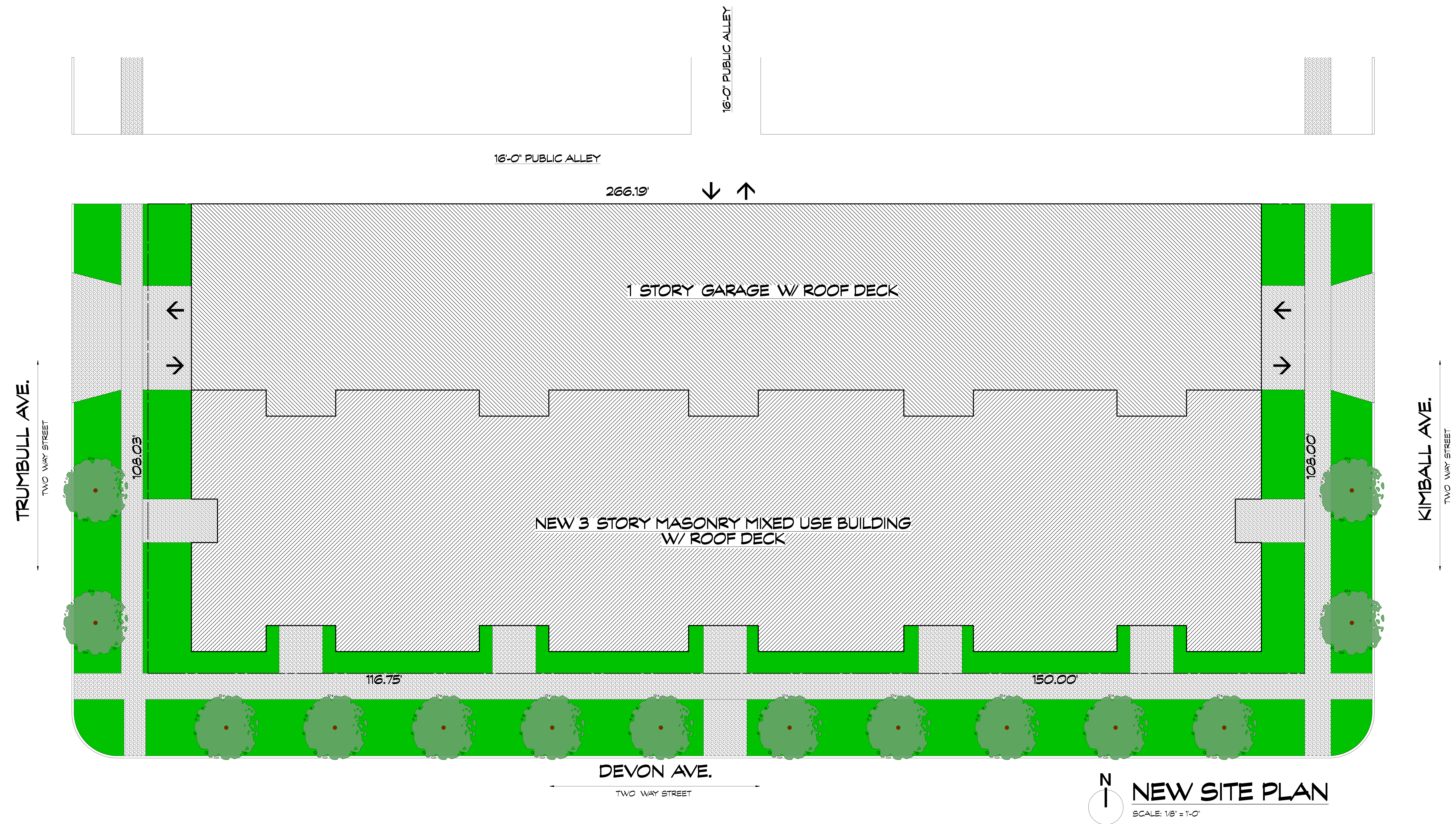
For Commissioner reference, attached is a narrative description on commercial development and residential use in the corridor prepared by staff last year to brief ULI as well as a Business inventory listing. The residential narrative summarizes past discussions concerning residential use in the corridor and a prior proposal for residential development on the Whistler's property.

## **Attachments**

1. Concept Plans for 3420 Devon
2. Comprehensive Plan Excerpt
3. ULI Report
4. Commercial Corridor Narrative
5. Residential Narrative
6. Business Inventory





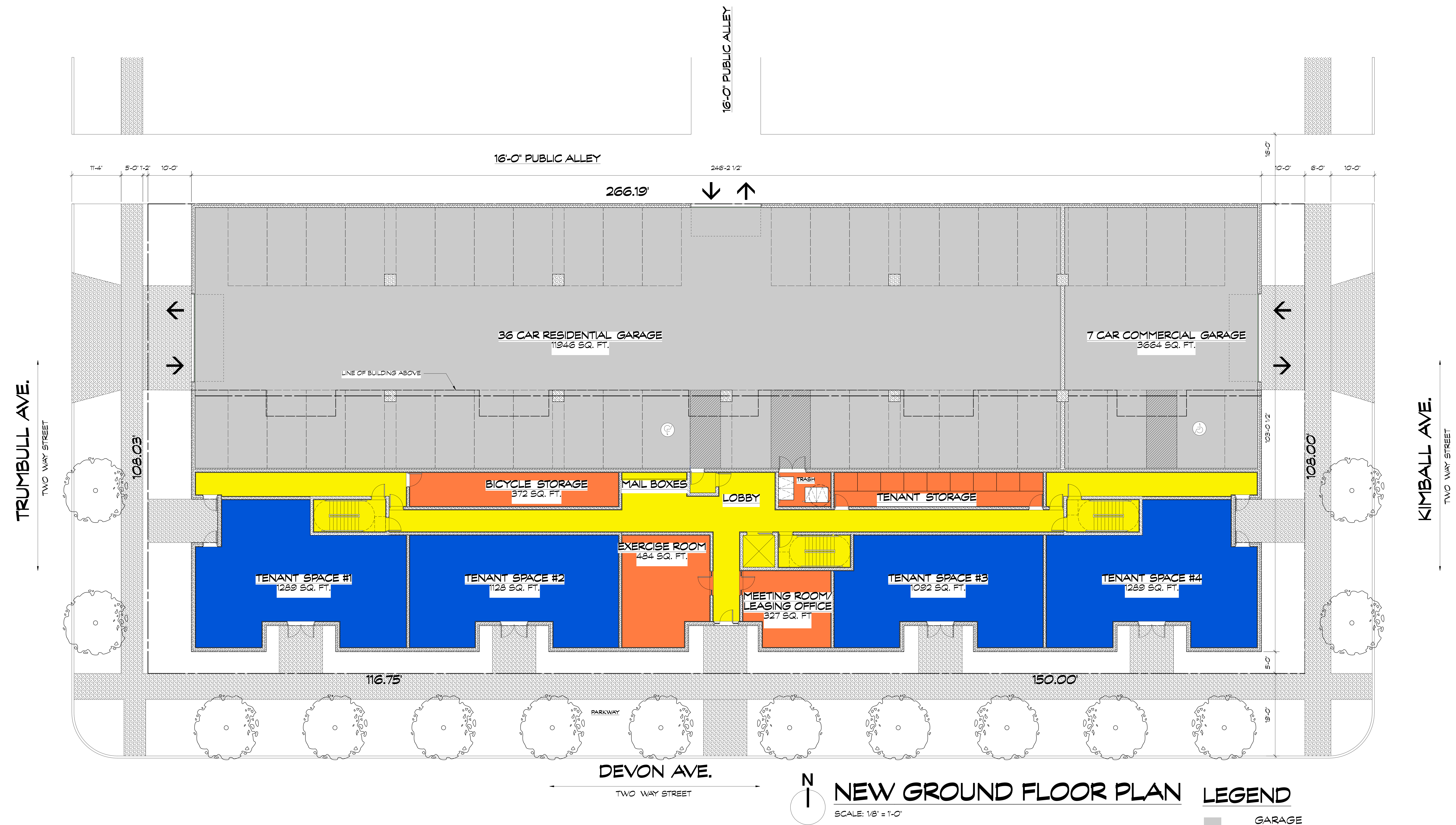


LASZLO SIMOVIC, ARCHITECTS, L.L.C.  
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### BUILDING INFORMATION

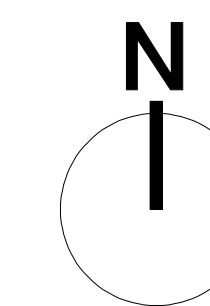
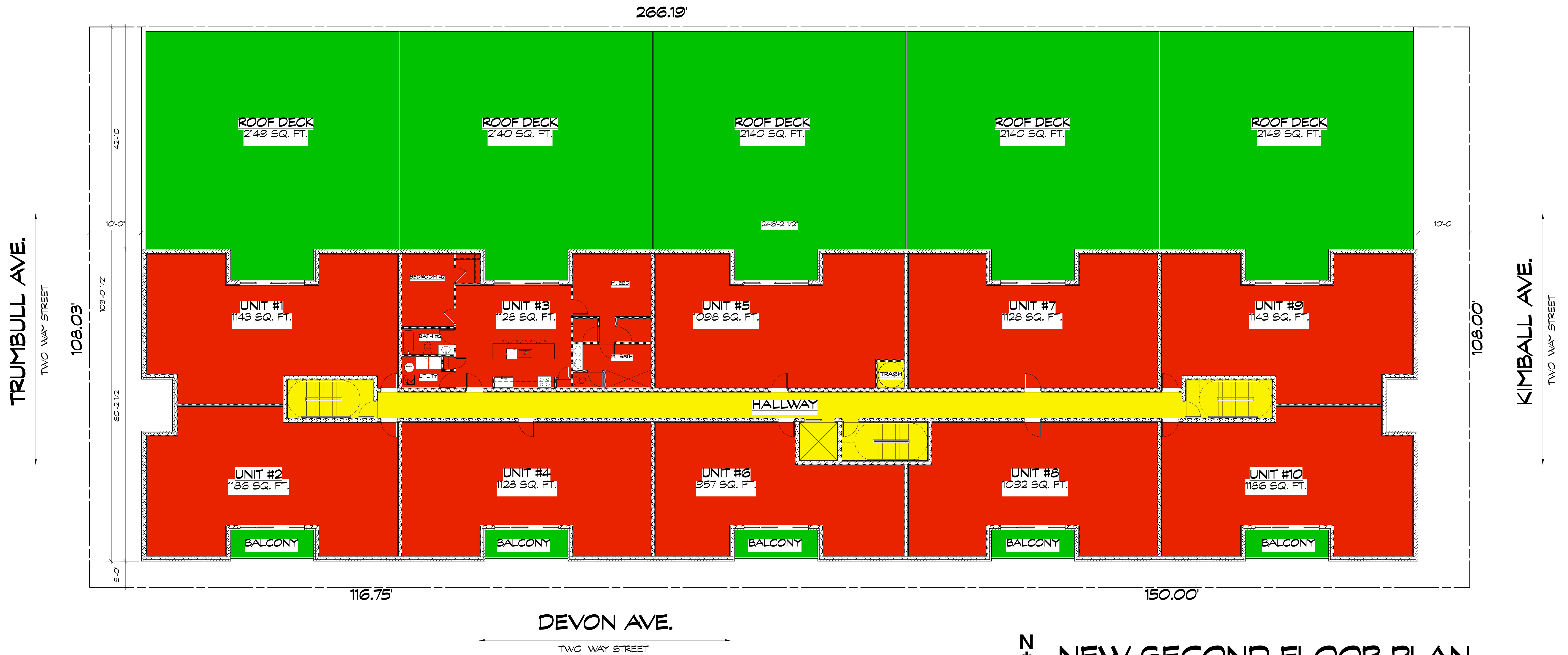
|                                  |                    |
|----------------------------------|--------------------|
| TOTAL F.A.R. (INCLUDING GARAGE)  | 52243.8 SQ. FT.    |
| TOTAL AREA OF GARAGE             | 15099.6 SQ. FT.    |
| TOTAL HEIGHT (TO TOP OF PARAPET) | 38'-0" / 3 STORIES |
| TOTAL NUMBER OF DWELLING UNITS   | 18 DWELLING UNITS  |
| TOTAL AREA OF COMMERCIAL UNITS   | 5172.8 SQ. FT.     |





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## NEW SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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## BUILDING INFORMATION

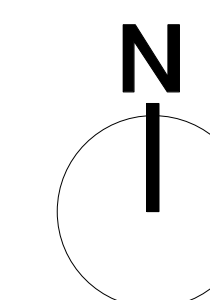
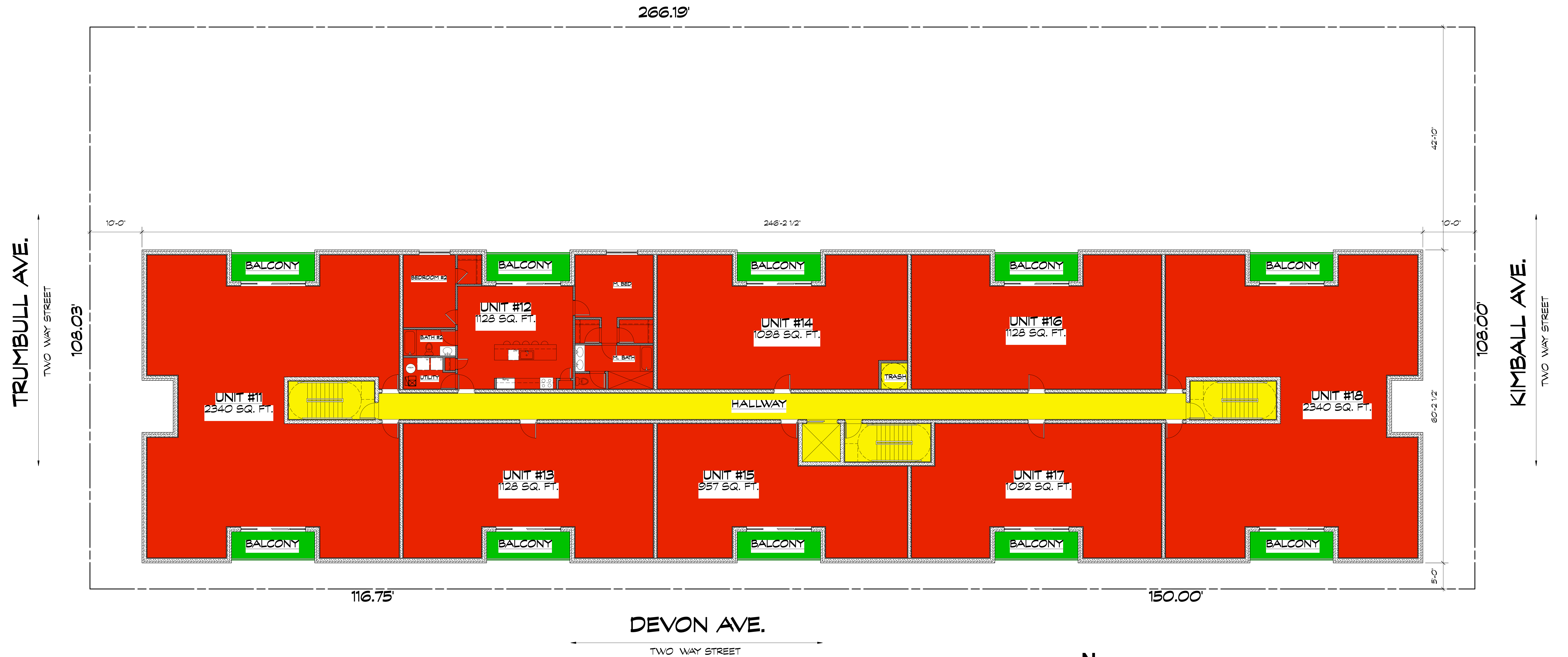
TOTAL FOOT PRINT 2ND FLOOR  
TOTAL UNITS THIS FLOOR

13739.5 SQ. FT.  
10 DWELLING UNITS

## LEGEND

- GARAGE
- COMMERCIAL UNIT
- CIRCULATION SPACE
- RESIDENTIAL UNIT
- BUILDING COMMON SPACE
- EXTERIOR SPACE





## NEW THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

### LEGEND

|  |                       |
|--|-----------------------|
|  | GARAGE                |
|  | COMMERCIAL UNIT       |
|  | CIRCULATION SPACE     |
|  | RESIDENTIAL UNIT      |
|  | BUILDING COMMON SPACE |
|  | EXTERIOR SPACE        |

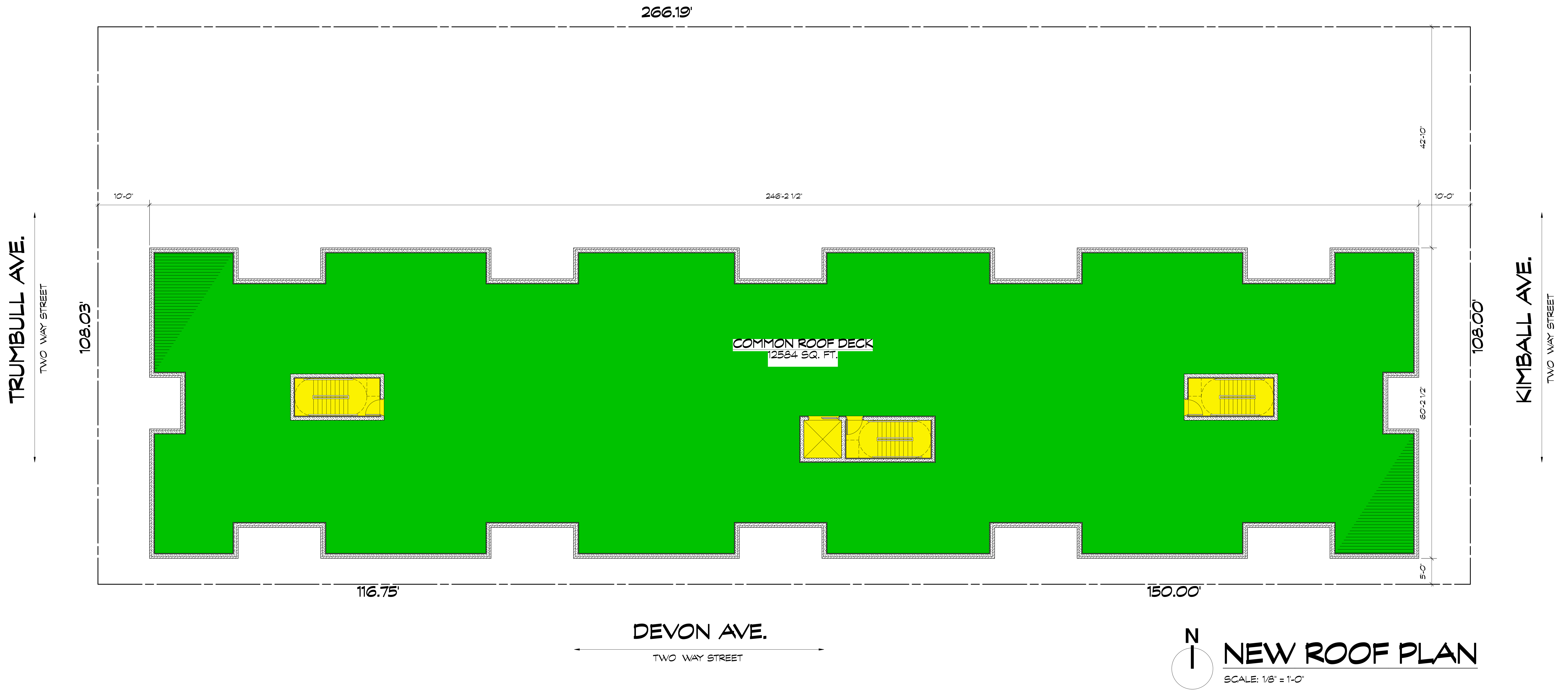
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### BUILDING INFORMATION

TOTAL FOOT PRINT 3RD FLOOR  
TOTAL UNITS THIS FLOOR

13739.5 SQ. FT.  
8 DWELLING UNITS





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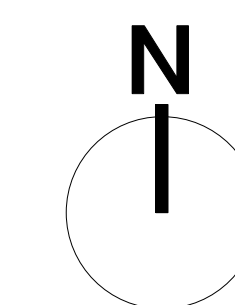
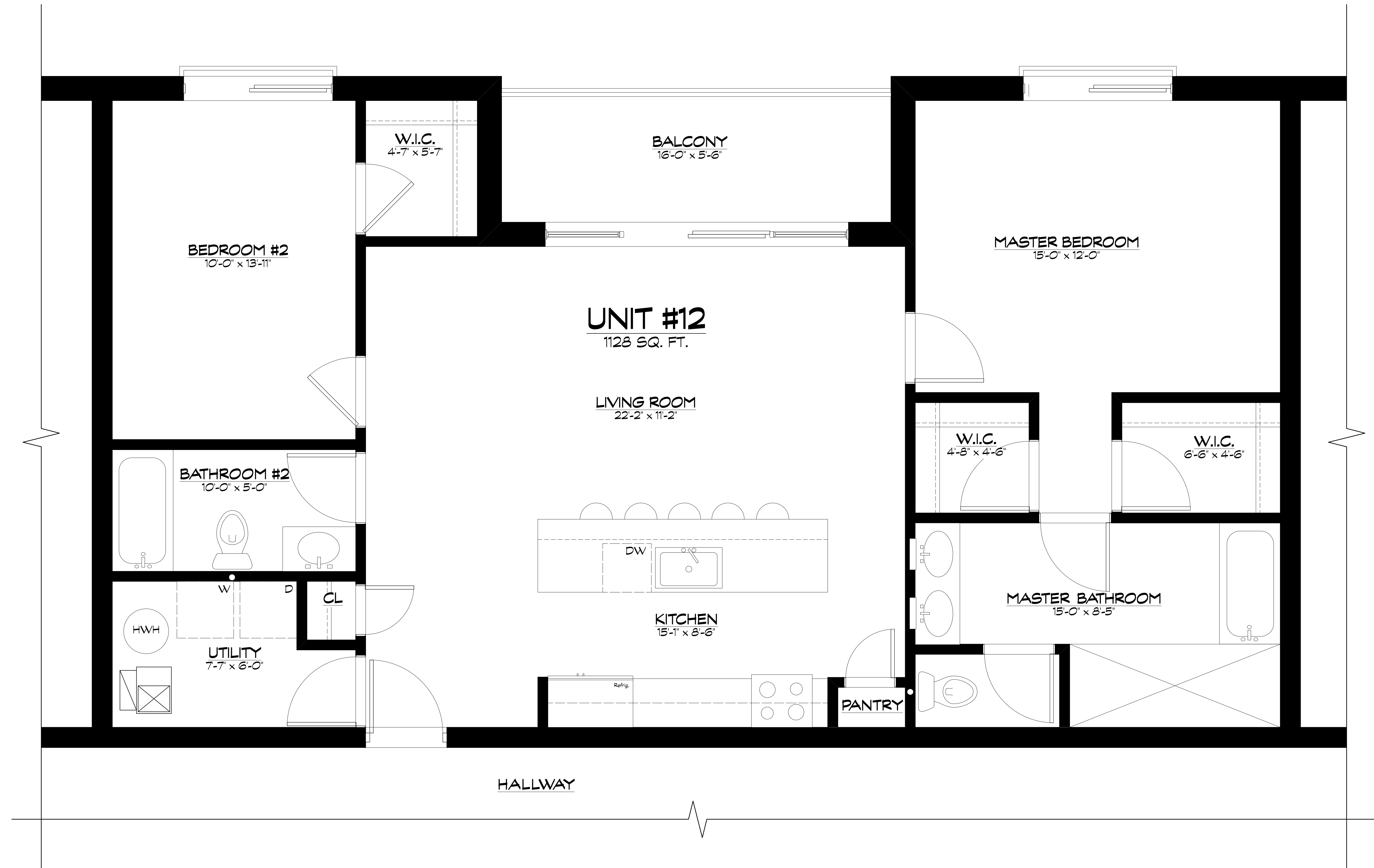
### BUILDING INFORMATION

TOTAL FOOT PRINT ROOF 13739.5 SQ. FT.

### LEGEND

- GARAGE
- COMMERCIAL UNIT
- CIRCULATION SPACE
- RESIDENTIAL UNIT
- BUILDING COMMON SPACE
- EXTERIOR SPACE





## TYPICAL UNIT PLAN

SCALE: 1/2" = 1'-0"





**DEVON ELEVATION**

SCALE: 1/8" = 1'-0"



**KIMBALL ELEVATION**

SCALE: 1/8" = 1'-0"



**TRUMBULL ELEVATION**

SCALE: 1/8" = 1'-0"



**ALLEY ELEVATION**

SCALE: 1/8" = 1'-0"



## Devon Avenue Commercial Area

The Devon Avenue commercial area is a six block long strip of commercial frontage between Lincoln and McCormick Avenues. Current uses include a variety of commercial uses with limited off-street parking that is accessed from the alley, as well as two strip centers, a restaurant and the 1<sup>st</sup> National Bank of Lincolnwood, which all have off-street customer parking that can be accessed from Devon Avenue. Uses on the Chicago side of Devon Avenue include a Super Kmart, U.S. Post Office and a variety of other retail uses.

There is a relatively large parcel of vacant land north on Drake Avenue immediately north of the 1<sup>st</sup> National Bank of Lincolnwood that is currently zoned B1 Restricted Business District. A bowling alley formerly occupied the site. The remainder of the Devon Avenue commercial frontage is zoned B2 General Business District.

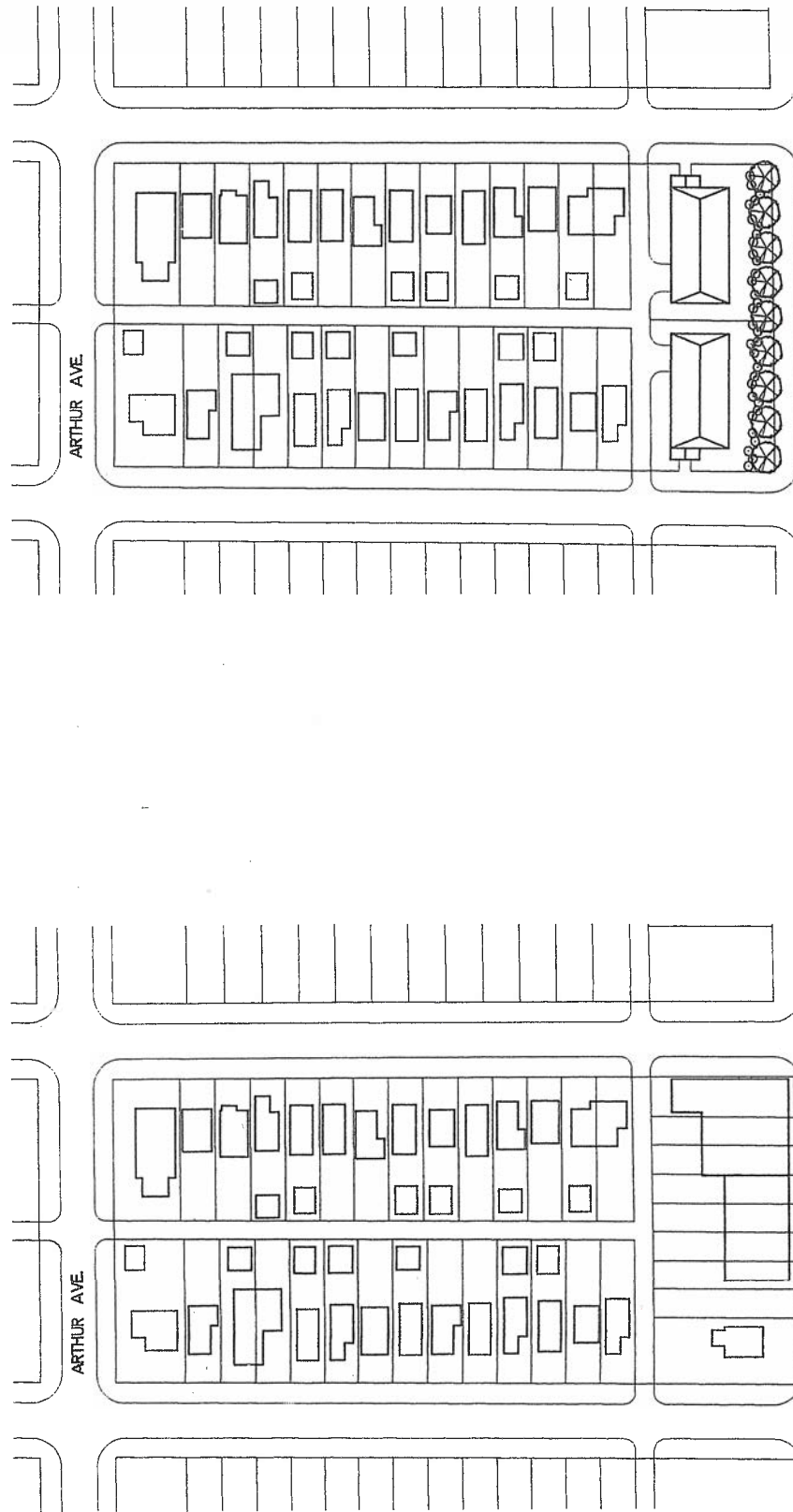
One of the primary issues affecting both existing uses and the redevelopment potential of this subarea is the relatively shallow 125-foot lot depth of properties fronting on Devon Avenue. There is a narrow one-way alley that separates these commercial uses from the single-family residential neighborhood to the north. There is little or no landscaping or fencing to buffer commercial properties from these residential uses.

The following land use policies have been established to guide future land use decisions regarding this subarea:

1. Enhance the property and sales tax base.
2. Protect residential blocks to the north from cut-through traffic.
3. Require uses to provide adequate on-site parking.
4. Improve buffering between commercial and residential uses.
5. Encourage small-scale commercial uses that are compatible with the adjacent single-family neighborhood.
6. Consider allowing low-density multiple family residential development along Devon Avenue east of Drake Avenue.
7. Consider selective cul-de-sacing of residential streets to reduce excess traffic and allow the development of additional parking for commercial uses.
8. Encourage high quality development at the northeast corner of Lincoln and Devon Avenues as a signature entrance to the community.

The preferred land use for the Devon Avenue commercial corridor is retail or other commercial uses. Rezoning of the vacant land on Drake Avenue north of Devon Avenue for two-family residential use is recommended, consistent with the development pattern immediately north of this site. Given the shallow lot depths along this corridor, redevelopment of obsolete commercial properties for retail use may not be practical. In such cases consideration should be given to allowing such sites to recycle as multi-family residential development. Wherever possible, such uses should be oriented to the side streets, which are currently residential in character. *Figure 9: Commercial/Residential Redevelopment Transition* illustrates how lots could be replatted to facilitate this type of development.

The banking facility at the corner of Devon and Lincoln Avenue could continue as a bank/office development or eventually be redeveloped as a retail or high-density multiple family residential development. However, given the prominent location of the site, it is essential that any redevelopment proposal be a high-quality development to enhance this community gateway location.



DEVON AVE  
COMMERCIAL/ RESIDENTIAL  
REDEVELOPMENT TRANSITION

DEVON AVE  
EXISTING CONDITION

FIGURE 9

## COMMERCIAL/ RESIDENTIAL REDEVELOPMENT TRANSITION

LINCOLNWOOD, ILLINOIS



**CAMIROS**  
Planning, Land Use, General Development, and Construction Administration  
111 South LaSalle Street, Chicago, Illinois 60607 Phone: (312) 555-9111

## A TECHNICAL ASSISTANCE PANEL REPORT

# Devon Avenue Corridor

Lincolnwood and Chicago, IL

September 10-11, 2013



**Urban Land  
Institute**

Chicago



Chicago Metropolitan  
Agency for Planning



## Urban Land Institute Chicago

The mission of the Urban Land Institute is to provide leadership in the responsible use of land and in creating and sustaining thriving communities worldwide.

ULI Chicago, a District Council of the Urban Land Institute, has more than 1,200 members in the Chicago region spanning the land use industry including developers, builders, engineers, attorneys, planners, investors, financial advisors, academics, architects and public officials.

## TAP Sponsors

### Village of Lincolnwood

President Gerald C. Turry

### City of Chicago

Alderman Debra Silverstein, 50th Ward

James Cox

Department of Housing and Economic Development

Benet Haller

Department of Housing and Economic Development

## TAP Partner

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the north-eastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will. CMAP developed and now leads the implementation of GOTO 2040, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, GOTO 2040 establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues.

This project was supported through CMAP's Local Technical Assistance (LTA) program, which is funded by the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), U.S. Department of Housing and Urban Development (HUD), Illinois Department of Transportation (IDOT), and the Chicago Community Trust. The Village of Lincolnwood, City of Chicago, Urban Land Institute Chicago, and CMAP would like to thank these funders for their support for this project.

## Sustaining Support

ULI Chicago gratefully acknowledges its 2013 sponsors, whose support is critical to local ULI initiatives:

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# Devon Avenue Corridor

Lincolnwood and Chicago, IL

September 10-11, 2013

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- 2 Introduction
- 2 Challenges Facing the Devon Avenue Corridor
- 4 The TAP Process and Framing Questions
- 4 Key Recommendations
- 12 Financing the Improvements
- 13 Conclusion

## Introduction

The Village of Lincolnwood and the City of Chicago engaged the Urban Land Institute (ULI), through the Chicago Metropolitan Agency for Planning (CMAP), to provide recommendations for redevelopment of a six-block span on Devon Avenue, between McCormick Boulevard to the east and Lincoln Avenue to the west (Figure 1). The inter-jurisdictional Technical Assistance Panel (TAP) was held September 10-11, 2013.

Positioned on the northern border of Chicago, Lincolnwood is a diverse community surrounded by vibrant ethnic neighborhoods. More than half of its approximately 12,000 residents speak a language other than English at home. Its population is mostly upper-middle-class and aging, and many residents hope to age in place as they have lived in Lincolnwood for decades.

Along most of its eastern boundary, the Village is bordered by the North Shore Channel, a man-made canal that is navigable by boat or canoe. The Channel, completed in 1909, along with the nearby railway,

spurred initial development in the area, and the Village was incorporated in 1911 with 359 residents. Today the Channel is part of a larger Chicago River Corridor Development Plan and features bike and walking trails that draw residents from across the region. The Channel also forms a natural habitat for a variety of wildlife and migrating birds.

## Challenges Facing the Devon Avenue Corridor

The focus of the TAP, a six-block corridor on Devon Avenue, was once a vibrant stretch of retail which has declined in recent years. Two long-time retail businesses that were a main draw for the area — Smart Jewelers and Avenue Fashions—departed two years ago, following their customer base north. Their departure has left a void and drained significant energy from the strip, making it hard to attract new retail. Currently, more than 25% of the storefronts in the corridor are vacant. A new business that was slated for the highly visible northwest corner of Devon

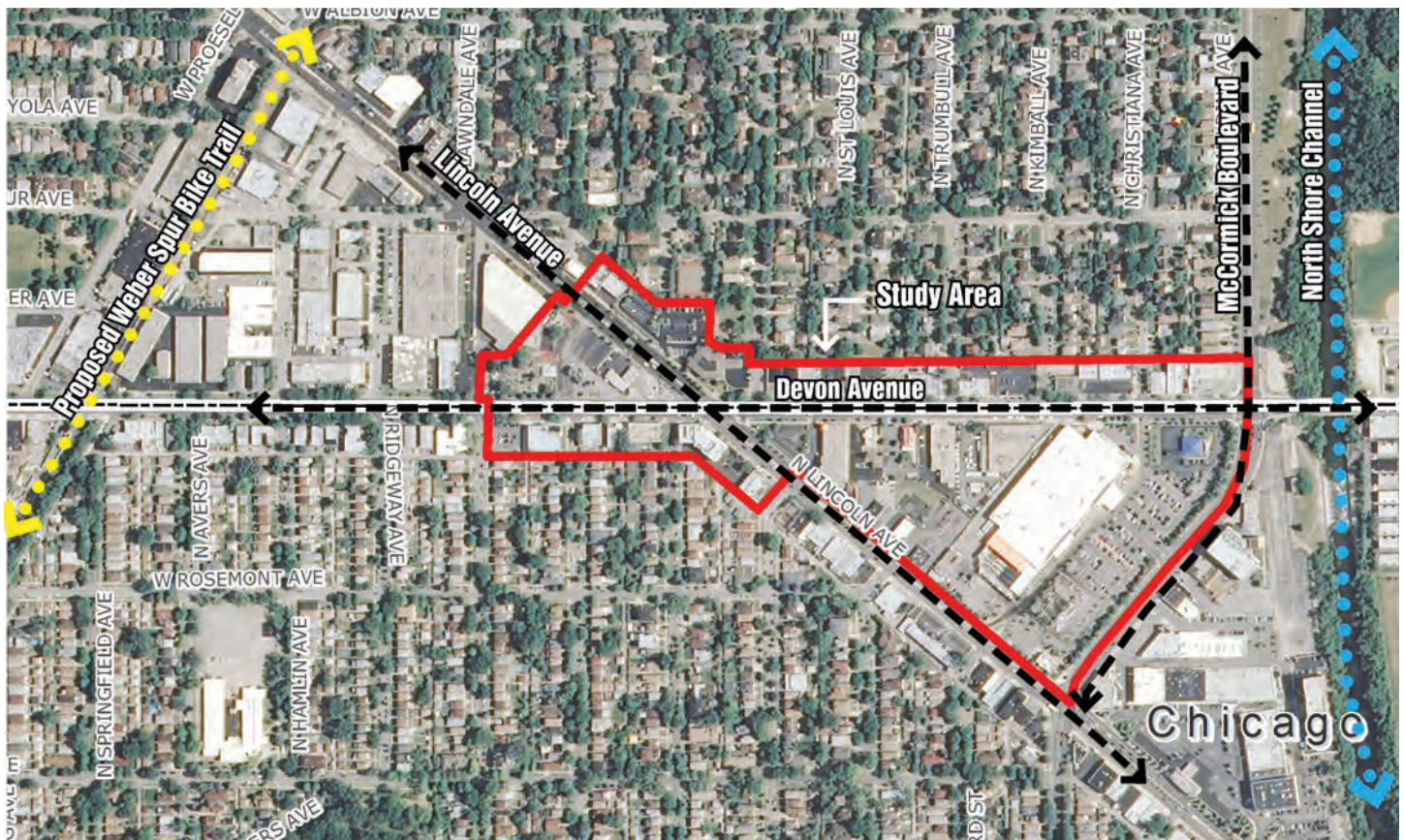


Figure 1: Devon Avenue Corridor Study Area



and McCormick has halted construction midstream because of financing issues, leaving the impression that retail in the area is struggling.

**The area, many feel, lacks an identity or brand, and as one community resident put it, “it’s a forgotten part of town: unappealing and unattractive.”**

Contributing to this perception is the lack of a unified streetscape on the north and south sides of Devon Avenue. Devon Avenue is the dividing line between Lincolnwood and Chicago, and national chains such as Home Depot and other large retail stores have located on the Chicago side (south side) of the street. These businesses do not always front Devon Avenue and have large surface parking lots, creating a different sense of scale than on the north side of the street.

The businesses on the Lincolnwood side of Devon, in contrast, are in smaller buildings built in a mix of architectural styles, and directly front the sidewalk. Many of these storefronts are currently occupied by small, independently owned businesses ranging from a check-cashing outlet to a real estate office. Most businesses on the Lincolnwood side rely on on-street parking for their customers. Ironically, as many noted, the retail on the Chicago-side is more suburban in character than the actual suburban side of the street.

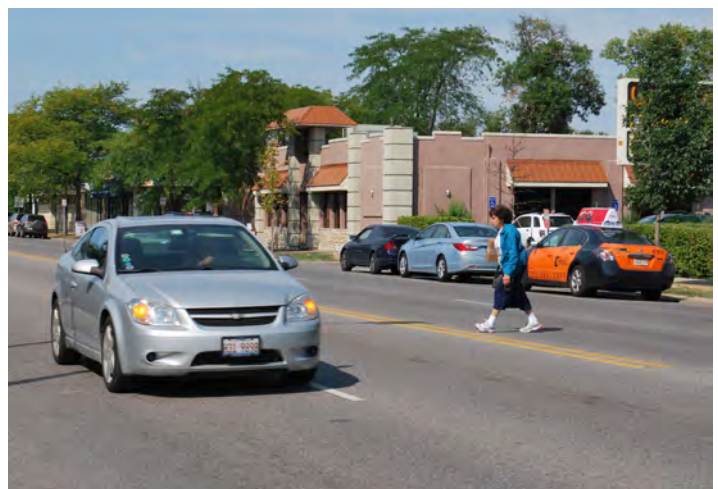
Another challenge in the corridor is pedestrian and bike safety. In the study area, Devon Avenue is a heavily trafficked stretch of four lanes carrying high-speed traffic. The panel found the Corridor to be highly auto-centric, but with limited parking options and few pedestrian amenities to ensure safe crossings. Lincolnwood and Chicago officials as well as local residents regard pedestrian safety as a big concern, especially near the Post Office, which attracts significant foot traffic.



Home Depot on the Chicago (south) side of Devon Avenue



Storefronts on the Lincolnwood (north) side of Devon Avenue



Devon Avenue lacks pedestrian crosswalks in the study area

## The TAP Process and Framing Questions

The Village's vision for the corridor is a dynamic, safe, and attractive commercial district that provides various goods and services that complement the residential neighborhood immediately to the north. A vibrant commercial district and enhanced streetscape, the Village hopes, will also help establish an attractive gateway into the Village. Recognizing the importance of collaboration, the Village of Lincolnwood partnered with the City of Chicago to jointly sponsor this TAP. By coordinating efforts across jurisdictional lines the Village hopes to create a cohesive identity for the area.

The Village of Lincolnwood and the City of Chicago identified several complementary questions and issues that they hoped the TAP could address. These are:

1. What is the market for commercial redevelopment in the corridor? If commercial market demand is limited, what are other uses that could be successful in the corridor?
2. Would streetscaping have an impact on the viability of development? What impact would pedestrian and median improvements have? What type of streetscaping would be most valuable?
3. How can the corridor take advantage of nearby transportation assets such as the North Shore Channel Trail, PACE, and CTA bus routes? What opportunities are there for connections to Sauganash and Weber Spur trails across Devon Avenue?
4. What is the plan for the site at the northeast corner of Devon and McCormick (immediately adjacent to the study area)?

ULI Chicago convened a panel of experts to provide technical assistance to the Village and the City by developing realistic, implementable strategies to address the issues along Devon Avenue.

The ten-member panel met over two days and included experts from a variety of fields including transportation planning, real estate redevelopment,

sustainable design, and, landscape design. The panel was chaired by John Mays, a lawyer specializing in real estate development at Gould & Ratner, LLP, a mid-sized Chicago law firm.

To prepare for the panel, all panelists reviewed detailed background briefing material in advance. During the two day panel, the panelists toured the study area, heard from City of Chicago and Village of Lincolnwood representatives, and met with 40 area stakeholders, including residents and business owners. Using this information, the panelists worked together to develop several near term and longer term strategies to rejuvenate the study area.

## Key Recommendations

The Village has several strengths to capitalize on, including its location, diverse demographics, high median income, strong retail base, and good fiscal health. However, socio-economic realities, including an aging population and the existence of retail elsewhere in the Village that competes with the corridor, limit the potential of the study area. Further, within the corridor, smaller lots, limited parking, and a small buffer area (alleyway) with the single-family residential neighborhoods, create challenging conditions for retail.

**To restore vitality to the corridor, the Village must adapt to demographic changes, the changing retail landscape they usher in, as well as the physical constraints of the corridor. Additionally, the Village and the City must continue to collaborate to ensure that future developments and improvements create a more cohesive and a safer experience for all users along the corridor.**

The panel's recommendations to address the questions posed by the Village and the City, focus on:

- **Redevelopment Opportunities,**
- **Transportation Improvements - Safety and Access, and**
- **Streetscape Enhancements**



## Redevelopment Opportunities

### 1. Focus Redevelopment Efforts on Key Sites

The panel recommends focusing on key sites that have the most development potential and can re-energize the rest of the corridor (Figure 2). These sites include:

A: Northwest corner of Devon Avenue and McCormick Boulevard,  
B: Northwest corner of Lincoln and Devon Avenues,

C: Whistler's Restaurant,

D: Vacant lot on Drake Avenue  
E: Vacant MovieTheater Site

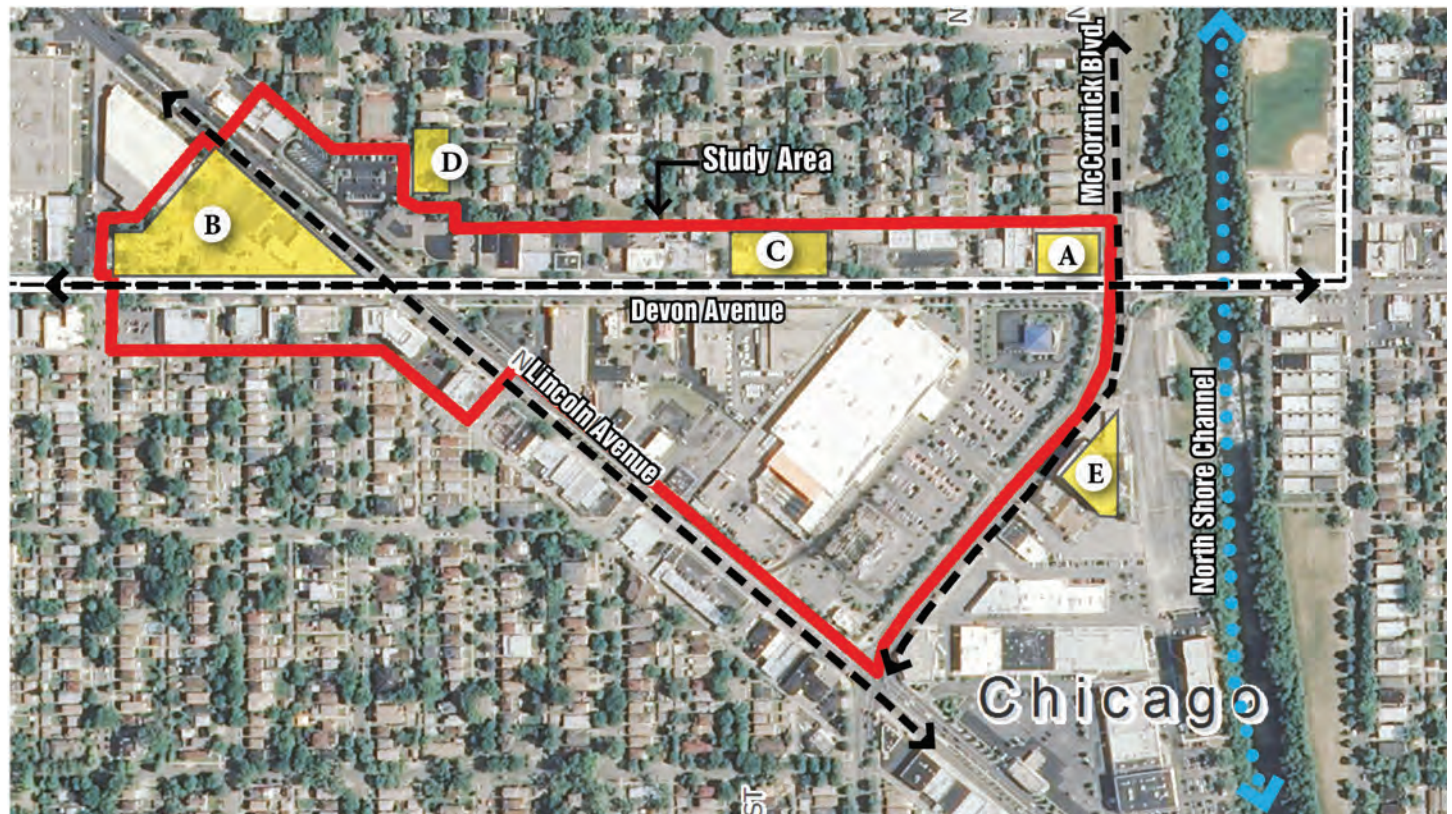


Figure 2: Key Redevelopment Opportunities

#### Site A: Northwest corner of Devon and McCormick.

This 21,300 square foot parcel, as a key bookend to the corridor and with strong potential for redevelopment, should be a primary, and immediate, focus for the Village. If the current tenant is unable to complete construction and start operations in a timely fashion, Lincolnwood should recruit another business for this location. The site and the currency exchange to its west are under the same ownership and could be assembled for redevelopment. Because of its high visibility, the panel recommends a retail focus for this location. A developer could use Tax Increment Financing (TIF) proceeds to renovate or rebuild.



Construction remains halted on the site at the NW corner of Devon and McCormick



**Site B: Northwest corner of Lincoln and Devon Avenues.** This 2.9 acre site, which forms the other bookend of the study area, consists of three parcels currently occupied by a Shell gas station, miniature golf, and a parking lot, as well as a Village-owned street that could be vacated.

As an assembled site with one owner, this corner is another attractive option for redevelopment. TIF status would be particularly helpful for redevelopment. Because of the need to assemble the parcel, vacate the street and potentially complete an environmental clean-up, this site should be viewed as a longer-term redevelopment opportunity.



Northwest corner of Devon and Lincoln Avenues is currently under-utilized

**Site C: Whistler's Restaurant.** Located between Kimball and Trumbull Avenues, Whistler's is a key redevelopment site because of its size (28,800 square feet), large parking area (70 spaces), and single ownership. By upgrading the existing restaurant, or redeveloping it as a new destination-oriented single or multiple tenant restaurant, this site can become a big draw on Devon Avenue. A new or upgraded restaurant could potentially attract many more people to the area, increasing the customer base for other nearby businesses.



Whistler's has the large on-site surface parking lot on the north side of Devon

**Site D: Vacant lot on Drake between Devon and Arthur Avenues.** This 26,400 square foot site, which is privately owned and has been vacant for more than 50 years, is a prime residential development opportunity, and should be included in any TIF district that is established for the Devon Corridor. The lot, which is zoned R-4, could be developed as townhomes or market-rate senior housing. It could also be developed as usable open space. If developed, this property would generate additional tax revenue for the TIF.



Vacant private property on Drake Avenue

**Site E: Vacant Movie Theater Site.** Although not within the immediate study area, the vacant movie theater site at the southeast corner of McCormick and Devon, offers another significant redevelopment opportunity. Because the site is located in Chicago, Lincolnwood should collaborate with the City of Chicago including the 50<sup>th</sup> Ward Alderman's office, to incorporate the site as an important component of the future plans for the overall area. If redeveloped, a retail use similar to Walgreens could be appropriate for this site.

## 2. Focus on Service-based Commercial Uses

Once some of the key sites, especially the northwest corner of Devon and McCormick, are redeveloped, it will be easier to attract smaller businesses to fill vacancies in the rest of the corridor. For these spaces, the panel recommends that the Village focus its efforts on attracting service-based commercial outlets providing services such as dentists, physical therapy, real estate, and similar uses.

The reason to focus on service business rather than traditional retail in this area is because the retail market along the six-block corridor on the Lincolnwood side of Devon is currently weak. Vacancy rates exceed 25 percent. The lots are shallow (125 feet deep), and a narrow alleyway behind the properties offers little barrier between the Devon business corridor and the residential neighborhood. Further, most of the buildings are privately owned, some with long tenures, and the rents are low. Together, these conditions suggest that tearing down existing buildings and replacing with newer retail would be difficult and not an effective use of funds.

In addition, there are already strong retail options elsewhere in the Village. In some ways, the decline of the corridor is a result of the Village doing an excellent job elsewhere in attracting retail. The Lincolnwood Mall, the planned development for the “Purple Hotel” site, and the retail options in the Touhy-Crawford area have saturated the Village with retail options. Therefore developing more retail in the Devon corridor would likely be self-defeating, and risk cannibalizing retail elsewhere.

## 3. Consider Market-rate Senior Housing

In addition, at the west end of the corridor, several parcels could be assembled to create market-rate, independent living, senior housing to accommodate the aging demographics in the area, which is also reflective of the national trend. The location is a prime spot, near the Swedish Covenant medical facility and a park, and could spur improvements in the buildings and parcels nearby. Zoning would need to be altered to accommodate higher density—three or four stories—to make this option viable. Because the surrounding architecture is three- to four-story buildings, a similarly sized residential building would



Many storefronts are vacant on the Lincolnwood side of Devon Avenue

fit in, and the development could add energy to the corridor. Indeed, senior housing is a growth market with many developers seeking opportunities in the market.

## 4. Build Relationships with Property Owners

To build out the commercial/service tenants in the four sites and along the full corridor, it will be critical that the Village build strong relationships with the current owners of the parcels and gather pertinent information to have on hand when courting real estate developers. Vacancy rates, zoning options, and lot sizes and prices, are the types of information that real estate developers will seek when making decisions where to invest. Having that information readily available will be critical.



## Transportation Improvements - Safety and Access

The Devon corridor is a heavily trafficked span. However, it also has the potential to be a walkable, inviting stretch, with certain safety improvements. While motorists are important, so too are pedestrians. The visible activity that a highly walkable street filled with pedestrians encourages, sends a signal that the area is a good place to shop and linger.

A unique feature of the area is its Orthodox Jewish community, which is forbidden to drive on the Sabbath. Therefore, there is a built-in walking community already, which with some encouragement via high-quality design, could be convinced to abandon their cars and walk on other days of the week as well. In addition, people are coming from other parts of the region to use the trails along the North Shore Channel. Once completed, the Saugansah Trail and the Weber Spur Trail along with the existing North Shore Channel Trail, will form a strong regional bike network, a significant portion of which will traverse through Lincolnwood. Improving bike and pedestrian access to the Devon corridor from these trails would encourage additional visitors.

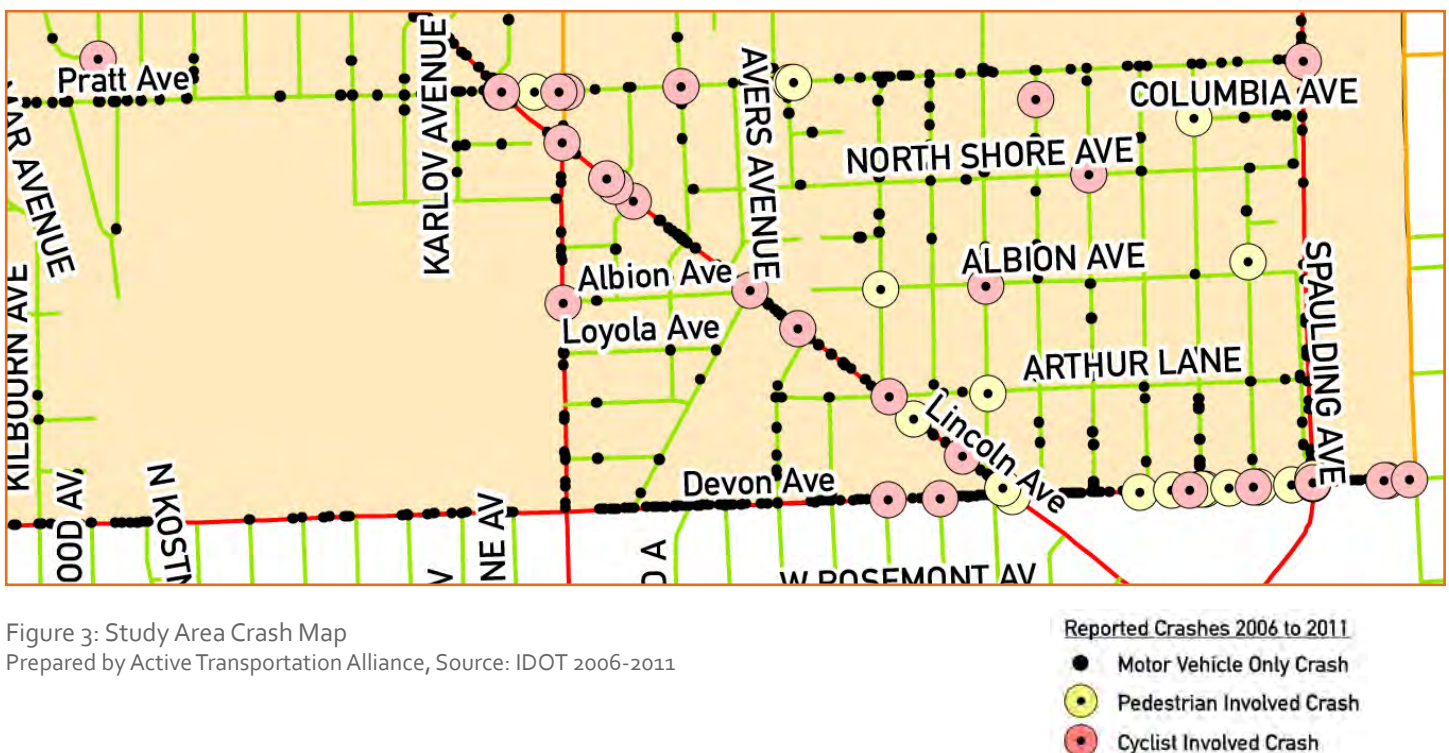
Creating opportunities for people to “trip-chain”—park and shop in two or more places—makes for a more vibrant area, as does the seamless integration of public transit. Encouraging a more walkable area also reduces the need for additional parking, because customers can park once and walk between shops.

**With some effort, the six-block stretch of Devon could be a “complete” street—a street attractive to all users.**

### 1. Improve Pedestrian Safety

A key element in any plan to attract more pedestrians is to improve safety. Two of the most frequent comments from residents were that the area does not have a cohesive look and that the lack of pedestrian crossings was dangerous. This latter concern was confirmed by looking at accident data, which shows higher incidences of pedestrian and bicycle accidents in the study area, compared to the other segments of Devon Avenue. (Figure 3)

To transform this auto-oriented stretch of Devon into a “complete” street, Lincolnwood and Chicago should work together to develop a shared vision for the corridor. Also because the Illinois Department of



Transportation (IDOT) has jurisdiction over Devon Avenue, Lincolnwood and Chicago should jointly approach IDOT to make safety improvements. Features such as refuge islands, curb bump-outs, and improved sidewalks, will certainly help.

**Create refuge Islands.** Pedestrian safety can be improved by creating a median with pedestrian refuge islands. This allows people to cross halfway and then safely pause before crossing the other half of the street.

**Add pedestrian crosswalks.** The panel recommends installing a crosswalk with pedestrian-activated flashing beacons near the Post Office at Devon and Kimball. The beacons signal to drivers that a pedestrian is about to cross. Although a signal at the intersection is the best option for safety, it is also the most expensive.

**Create Curb Bump-outs.** The panel also recommends curb bump-outs at intersections with residential streets. Bump-outs shorten the distance from one side of the street to the other for pedestrians, making their passage safer.

**Complete Sidewalks.** The Village should complete the missing sidewalk between Lincoln and Hamlin streets, and should maintain continuous sidewalks along Devon.



Mid-block crosswalks and curb bump outs allow pedestrians to cross safely

A landscaped "end-cap" for on-street parking enhances safety and appearance

## 2. Create Bike Lanes

The Panel recommends adding a bike lane, both to slow traffic and to increase transportation options in the corridor. Making Devon Avenue bike-friendly will make the bike trail along the Channel more accessible from the proposed Saugansah and Weber Spur trails, further strengthening the regional bike network.



Bike lanes increase transportation options

## 3. Improve Parking Options

The panel recommends that the Village consider creating angled parking on residential streets at intersections with Devon. Angled parking will significantly increase the amount of parking in the area and is likely to work within the existing street width. The Village could also approach MB Bank to share some of the parking in the large bank lot with area businesses, especially during the evening, when the bank is closed, but the other businesses are open. Additionally, the Village should create end-caps for street parking to enhance pedestrian safety.





A detailed engineering study will be needed to develop a new “complete street” design for Devon Avenue. However, based on preliminary roadway measurements provided by the Village of Lincolnwood, Devon Avenue is approximately 60 feet wide from curb to curb in the study area, which is sufficient to incorporate many of the safety recommendations. Over a longer term, by reconstructing curbs and redesigning the entire right-of-way, which is almost 100 feet, Devon Avenue can be transformed into a street that is safe and attractive for all users. Figure 4 presents a roadway cross-section concept developed by the Active Transportation Alliance which illustrates several pedestrian and bike safety features recommended for Devon Avenue.

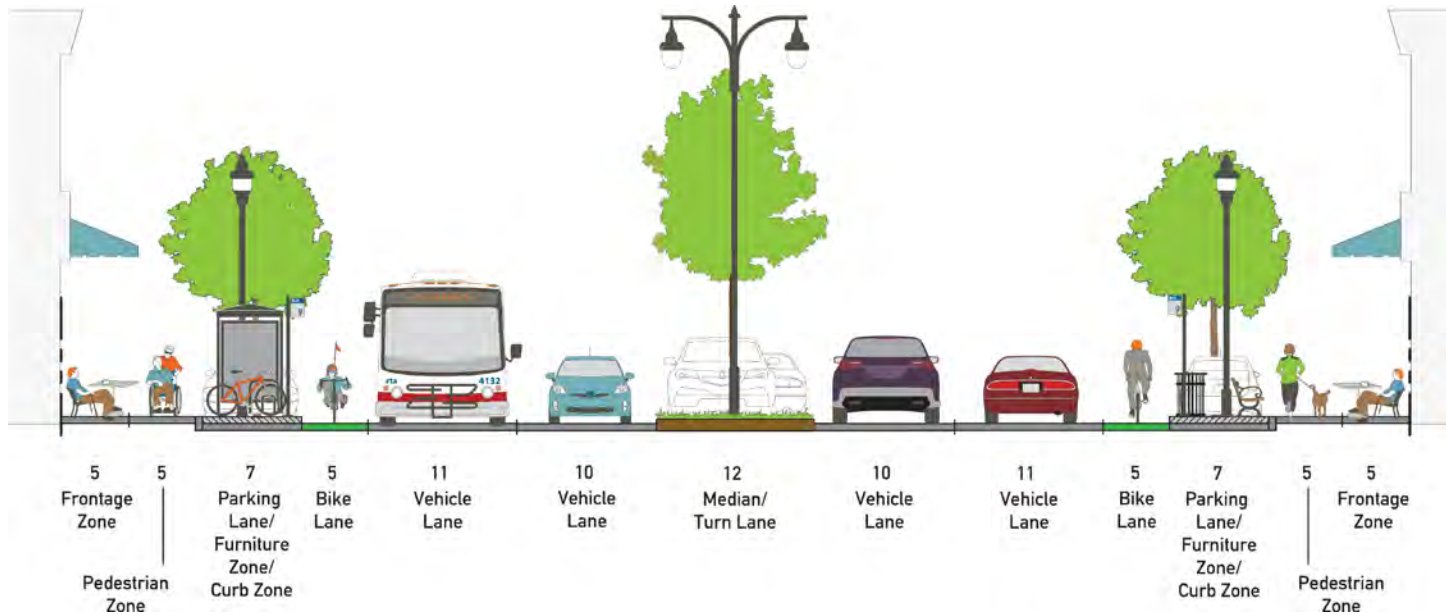


Figure 4: Typical Cross-Section for a Urban Commercial Mixed Use Boulevard

Source: Complete Streets, Complete Networks Design Manual by the Active Transportation Alliance

## Streetscape Enhancements

**An improved streetscape along Devon Avenue can help build enthusiasm for the area and signal visually that the area is rejuvenated. As one resident said, “The worst case outcome is to do nothing.”**

To improve the look and feel of the corridor, the corridor should be tied into the North Shore Channel and trail on the east, and Lincoln Avenue on the west side. To make shoppers feel welcome and engaged in the shopping experience, the panel suggests several beautification strategies, some immediate, others short-term, as well as longer-term plans. The panel feels strongly that the investment in landscaping and beautification would reap dividends in increased shoppers, and several features could greatly improve safety. Furthermore, streetscape is an essential investment if private developers are to show any interest.

50<sup>th</sup> Ward Alderman, Debra Silverstein, reported that Devon Avenue just east of the study area will undergo major streetscaping starting in 2014. With funding from an established TIF district and the State of Illinois, Devon Avenue from Kedzie Avenue to Leavitt Street in Chicago, will see new street lighting, wider sidewalks with decorative pavers, trees, benches, new crosswalks and community identifiers, among other improvements. To remain an attractive draw for shoppers and service seekers, the panel recommends that Lincolnwood focus on improving its own streetscape along Devon Avenue, drawing from the existing Streetscape Plan adopted by the Village for Lincoln Avenue. In addition to aligning with the design elements of Lincoln Avenue, key elements of the new streetscape should include public art and public spaces (Figures 5a and 5b). More specifically, the panel recommends that the Village do the following:

### 1. Clean up the Area

Encourage current building owners to invest in their own properties to make them more attractive for leasing. In addition, have the Village Public Works Department do an immediate clean-up, focusing on sidewalks, trash, weeds, and other eyesores.

### 2. Create Gateways

The panel recommends focusing on the corner of Devon and McCormick as the gateway into the Village from the south and the east, and the corner of Devon and Lincoln as a gateway to the north and west. The panel recommends creating gateways as a way to visually bring attention to the transition into the Village and to slow traffic, giving drivers a reason to pause and look around.

The panel further recommends creating a gateway green space on the empty lot owned by the Metropolitan Water Reclamation District (MWRD),

on the east side of McCormick. Because MWRD's preference is to create and maintain developed open space along the Channel, the panel proposes creating a public space that could also be used for a farmer's market or local food trucks. The area is tied directly to the bike trails, which can encourage bikers to stop and explore the Village.

### 3. Install Public Art

The MWRD lot could be the beginning of several public art displays throughout the Devon corridor, which can be used as an element of continuity in the streetscape. Art is already on display along the bike paths, and there are many nonprofit and commercial organizations anxious to support public art installations. Some of the art could also be functional, such as bike racks or a bus stop. The panel recommends that the art installations begin on the northeast corner of Devon and McCormick, and continue down Devon.

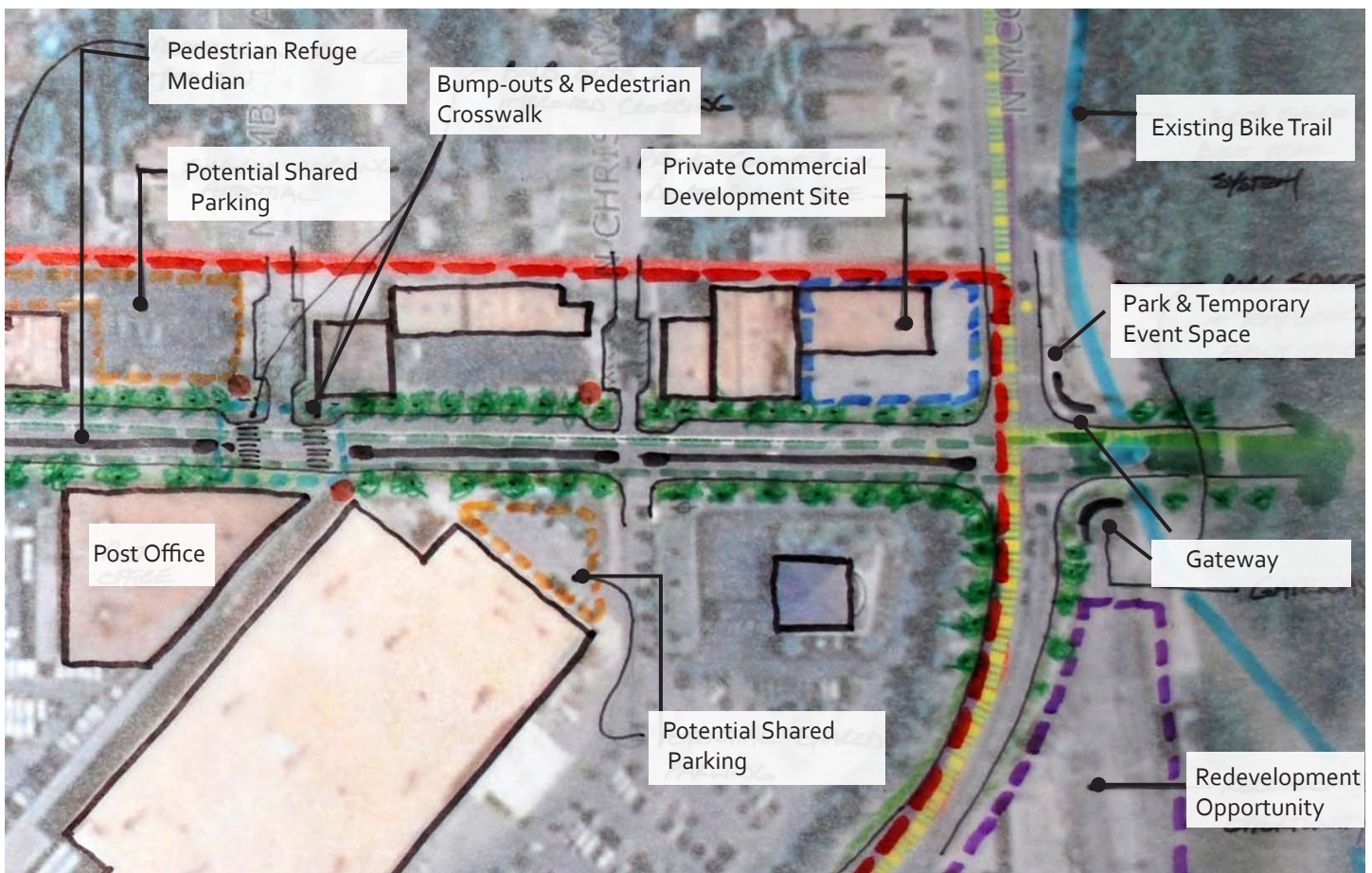


Figure 5a: Redevelopment Sketch for the eastern portion of the study area prepared during the two day panel



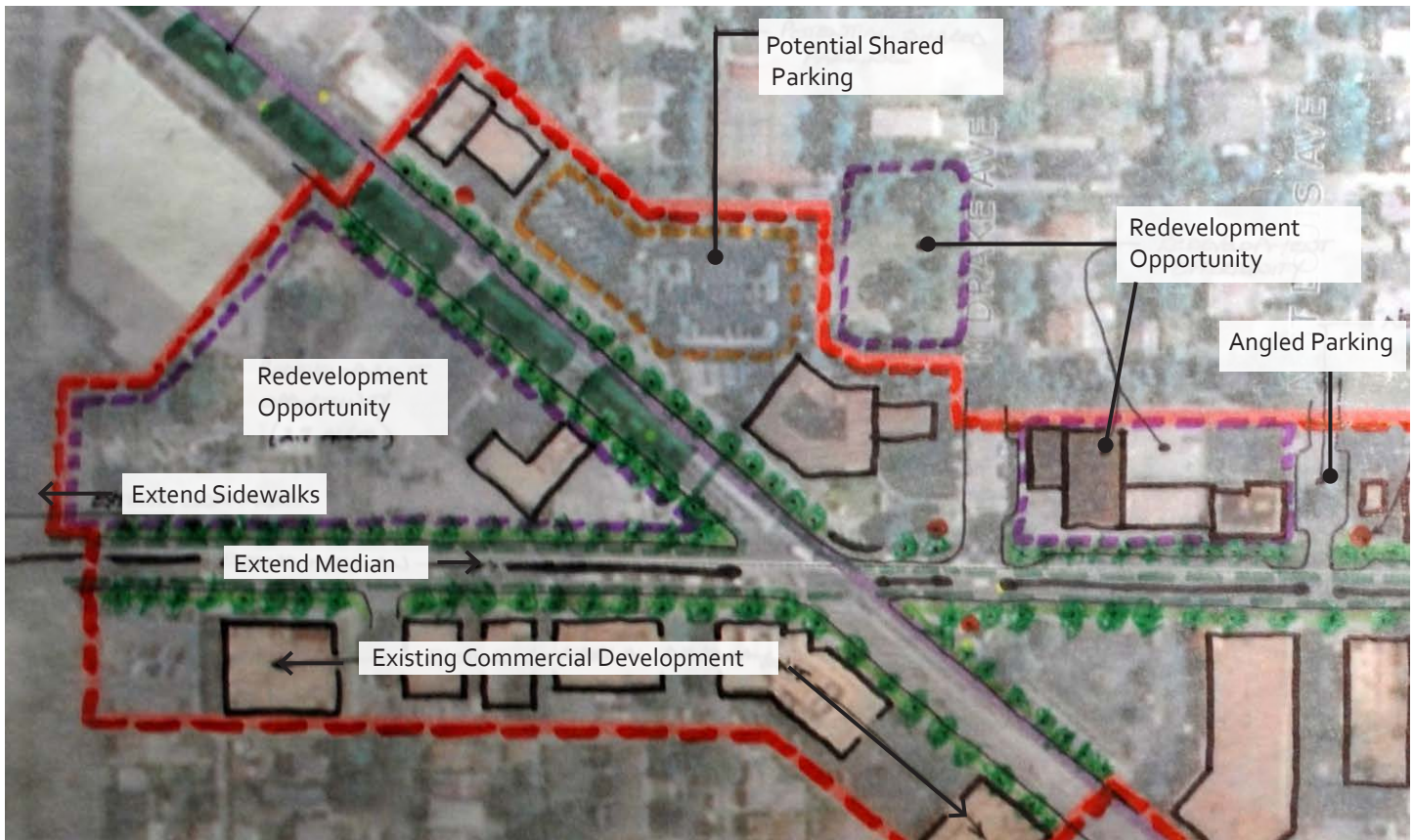


Figure 5b: Redevelopment Sketch for the western portion of the study area prepared during the two day panel

#### 4. Create a Unified Corridor Design

Visual elements indicated in the Lincoln Avenue Streetscape Plan can be extended down into Devon Avenue. These elements include trees, benches, planter boxes, lighting, and signage. The elements should be placed on both sides of Devon, Lincolnwood and Chicago, to tie the street together visually.

### Financing the Improvements

The key to successful commercial/service redevelopment, the panel notes, will be to establish a Tax Increment Finance (TIF) district. TIF districts capture increases in property tax revenues in a specific area without changing the actual tax rate for property owners. Any increased tax revenue is held in a specific TIF fund, which is used to help finance improvements aimed at stimulating economic growth within the district. Village opponents of a TIF on Devon have argued that current taxing bodies, such as the school system, could lose revenue because under a TIF, their share of the property tax would be limited to the



Examples of Recommended Street Furnishings  
Source: Lincoln Avenue Streetscape Plan, Village of Lincolnwood

equalized assessed value of the area at the time the TIF was approved. While the TIF district is in place, tax revenue from increased property values generated within the TIF boundaries go into the TIF fund and then are reinvested in that area.

Although acknowledging the community resistance to a TIF, the panel feels strongly that short of floating a bond, this form of financing is the best option to rejuvenate the area. A TIF would be a clear draw to real estate developers, whose investment can stem the deterioration of the corridor. Without a TIF, the area will continue to decline and with it, the overall tax base. Ultimately, the infrastructure improvements in the area will benefit the public, not the private developers, as some opponents to the TIF have worried.

In addition to a TIF, the panel encourages the Village to reach out to local businesses to support beautification efforts. Home Depot, for example, has already volunteered trees for the streetscape project. In addition, the Village could target \$25,000 annually in Property Enhancement Program funding for four years for the Devon Corridor in the budget. The Property Enhancement Program is designed to provide an incentive to business owners to make improvements to their building's exterior or other property enhancement that will improve the appearance of a business district. The panel also encourages the Village to coordinate with the City of Chicago on beautification planning.

To finance the pedestrian- and bike-safety improvements, the panel recommends approaching IDOT for funds through its Highway Safety Improvements Program. Finally, the panel recommends timing the more major renovations along Devon to align with the eventual sewer repairs to be done by MWRD, as a way to "dig once," and save money.

## Conclusion

The panel recommends that the Village focus on improving the look and safety of the Devon Corridor as a gateway to the Village and to encourage a service use focus for the area with retail on key

sites. The panel also identified options for funding the recommended upgrades and redevelopment efforts. Additionally, the panel has created a set of immediate and longer-term steps the Village can take to implement the recommendations presented in this report.

### Immediate Actions

- Establish a TIF, without which developer interest will wane.
- Send Village crews to clean up trash, weeds, and other eyesores along Devon.
- Address the issues at the languishing, highly visible site at the northwest corner of Devon/McCormick.
- Establish relationships with local business and land owners in the corridor; develop a database of information such as rents and vacancies that are critical to developers.
- Reach out to businesses for potential sponsorships of public art and streetscaping elements.
- Actively engage with MWRD for the post-remediation use of the site on the northeast corner of McCormick and Devon.
- Establish regular meetings with the Chicago Alderman's office, and the City planning staff to build a strong relationship between the Village and the City.

### Longer-term Initiatives

- Establish a zoning overlay district with flexibility in use and density to entice redevelopment on key sites.
- Approach the entire street with a consistent visual design plan and provide incentives for current owners to upgrade their properties.
- Address safety as a part of street design. Partner with the City of Chicago to jointly approach IDOT regarding implementing pedestrian and bike safety improvements along Devon.
- Address parking issues including angled parking on side streets off Devon as a part of overall street design. Identify potential funders for the public art related recommendations.
- Work with owners of key sites to facilitate land assembly and/or redevelopment.

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## **Village of Lincolnwood**

### **Devon Avenue Corridor**

(Study Area: north side of Devon Avenue between McCormick and Lincoln Avenues)

#### **Commercial Development**

The Devon Avenue corridor, located between McCormick Blvd. and Lincoln Avenue and within the Village of Lincolnwood, is comprised of 6 blocks, having approximately 22 businesses, 6 vacancies and 11 separate property ownerships. There is no established local business association or organization specifically for this corridor, although businesses may join the Lincolnwood Chamber of Commerce which serves the entire community. Attached is an inventory of the existing businesses located within the Devon Avenue corridor.

The Lincolnwood side of this corridor is characterized by a traditional urban development form with most buildings fronting directly onto the public sidewalk. For these properties, there is either no off-street parking or off-street parking is limited and located to the rear of the building, accessible via an alleyway.

Although the general condition is for the buildings to front directly onto the public sidewalk, 2 properties on the Lincolnwood side of the corridor are developed in a more traditional suburban strip pattern, with the 2 buildings situated toward the rear of the property with off-street parking occurring toward the street front. In the approximate middle of the corridor, an independent restaurant with a large adjoining off-street parking lot, comprises the entire block.

The corridor is generally characterized by single story buildings. Four properties however have second stories. While construction dates of the existing buildings located in the corridor is generally not known, most buildings appear to date to the 1950's-1960's. The one exception is the MB Financial Bank building located at the corner of Lincoln and Devon Avenues which was constructed in approximately 2003 (and which replaced another bank building at this location).

An alleyway separates the Devon Avenue commercial corridor properties from an adjacent well established residential area immediately to the north. Except for this alleyway however, there is little if any buffer between these land uses.

While there is no statistical data available, anecdotally a large orthodox Jewish population resides in this neighborhood north of the corridor. Within the Devon Corridor itself, a Community Kollel has been established on the Village side of the corridor and west of Lincoln Avenue along Devon in Chicago, two synagogues exist, one denoted as an orthodox synagogue.

In addition to religious diversity present, 26.6% of the Village's population is of Asian race, and more than half of the Village population speaks a foreign language at home, with 37.5% of the population foreign born. The largest Asian ethnic groups present in the Village are Asian Indian,



followed by Filipino and Korean. In 2009, the median household income of the Village was \$82,875. 71% of residents have either a college degree or some college.

In October 2010, the Village commissioned a study, prepared by Houseal Lavigne Associates, to study the feasibility of retail in an area of the Village located five blocks north of the Devon Avenue Corridor. This area, locally identified as the Lincolnwood Business Park, is an industrial area adjoining the newer Lincolnwood Town Center Mall development. While this study focused on the feasibility of retail in the Lincolnwood Business Park area, the report identified the Devon/McCormick/Lincoln Triangle as one of the retail concentrations located in Lincolnwood's primary market area. For reference, attached is this report.

### **Attachments**

1. Inventory of Businesses in Corridor
2. Houseal Lavigne Retail Report

## **Village of Lincolnwood**

### **Devon Avenue Corridor**

(Study Area: north side of Devon Avenue between McCormick and Lincoln Avenues)

#### **Residential Development**

The Devon Avenue corridor within the Village of Lincolnwood is presently zoned B2 General Business District, from McCormick Blvd., westward to Drake Avenue. This zoning district does not allow for any type of residential development and there are no existing residential units found along this corridor, nor any currently planned.

Westward of Drake Avenue, including properties adjacent to the Devon/Lincoln Avenue intersection and taking in other properties north along Lincoln Avenue, the properties are presently zoned B1 Traditional Business District with a Mixed Use overlay zone. Within this Devon/Lincoln hub area, residential housing is not a Permitted Use; however, multifamily housing may be authorized with specific Special Use approval by the Village Board.

Whether to allow through any means, residential uses, including multifamily housing in the Mixed Use, Devon/Lincoln overlay zone, was of some controversy when the Village considered adopting new zoning in the 2007-08 time period. Some in the community did not believe it was appropriate that residential housing should be allowed at this Lincoln/Devon gateway area into the community.

On Lincoln Avenue, properties located north of approximately Arthur Avenue and northward for some distance, current zoning allows for residential development of up to three stories, although recently the Village Board has requested the Plan Commission to review whether any residential development along Lincoln Avenue south of Pratt Avenue to Devon Avenue is appropriate. This review has not yet occurred.

In 2008, at the time the Village adopted a comprehensive amendment to its zoning code, a proposal to allow residential development in the B2 District along Devon Avenue east of Drake, to McCormick Blvd., was made. This proposal was put forward in response to a plan by Whistler's Restaurant to develop a multi-story condominium building with first floor retail on this property within the corridor. This proposal became somewhat controversial in the community with concerns of the impact new residential units would have on local schools voiced and a call for further study before any change in the code was made allowing for residential in the Devon Avenue corridor. This proposal to allow for residential development in the Devon Avenue Corridor was subsequently defeated and no further interest or action concerning residential use in the corridor has been made.

Notwithstanding that presently residential is not allowed within the B2 zone of the Devon Avenue Corridor and the most recent land use consideration has been not to change this policy, the Village's 2001 Comprehensive Plan (updated in 2006 which added changes for Lincoln Avenue) recommends consideration of low density multifamily residential See attached excerpt.

The area immediately north of the Devon Avenue corridor within the Village is zoned R4 Residential District, which allows for single family, duplex, townhouse and multifamily dwellings on minimum lot sizes of 5,400 square feet. While properties which front Spaulding Avenue (facing McCormick Blvd.) are largely 3 flats and there exists some duplexes, the character of this area immediately north of the Devon corridor is generally single family residential. Prior to the economic downturn in 2008, residential teardowns and rebuilds occurred in this area. Foreclosures in this area do not appear excessive.

### **Attachments**

1. Excerpt Lincolnwood Comprehensive Plan Devon Avenue Corridor (2001)

**Village of Lincolnwood  
Devon Avenue Corridor Business Inventory**

| Address                                                                              | Business Name                       | Business Type            | Approximate Size* | Off Street Parking          | Comments                          |
|--------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-------------------|-----------------------------|-----------------------------------|
| <b><u>McCormick Intersection</u></b>                                                 |                                     |                          |                   |                             |                                   |
| 3300 Devon                                                                           | Jaffa Bagels (not open)             | Restaurant               | 4600 sq ft        | 15 spaces (in front)        | Premises Under Construction       |
| 3310 Devon (2 story)                                                                 | Currency Exchange                   | Financial                | 1000 sq ft        | 3 spaces (to side)          |                                   |
| 3318 Devon (2 story)                                                                 | Shore Galleries                     | Firearm Shop             | 4400 sq ft        | None                        |                                   |
| 3320 Devon                                                                           | CD One Price Cleaners               | Dry Cleaner              | 3300 sq ft        | 6 spaces (in rear)          |                                   |
| <b><u>Christiana Intersection</u></b>                                                |                                     |                          |                   |                             |                                   |
| 3350-56 Devon                                                                        | Vacant                              | N/A                      | 3000 sq ft        | 29 spaces shared (in front) | Previously Smart Jewelers         |
| 3362 Devon                                                                           | Vacant                              | N/A                      | 1300 sq ft        | See above                   |                                   |
| 3364 Devon                                                                           | Vacant                              | N/A                      | 1300 sq ft        | See above                   | Previously World Unlimited Travel |
| 3366 Devon                                                                           | Vacant                              | N/A                      | 1300 sq ft        | See above                   |                                   |
| 3368-70 Devon                                                                        | Eye on Devon                        | Optometry Office         | 2600 sq ft        | See above                   | Previously Avenue Fashion         |
| 3372 Devon                                                                           | Vacant                              | N/A                      | 5000 sq ft        | 10 spaces                   | Previously Monty Levenson Golf    |
| <b><u>Kimball Intersection</u></b>                                                   |                                     |                          |                   |                             |                                   |
| 3420 Devon                                                                           | Whistler's Restaurant               | Restaurant               | 5200 sq ft        | 70 spaces                   |                                   |
| <b><u>Trumbull Intersection</u></b>                                                  |                                     |                          |                   |                             |                                   |
| 3450 Devon                                                                           | Fast Signs                          | Sign and Banner Shop     | 2800 sq ft        | None                        |                                   |
| 3454 Devon                                                                           | Global Podiatry                     | Medical                  | 3600 sq ft        | 8 spaces (in rear)          |                                   |
| 3456 Devon                                                                           | Allstate                            | Insurance                | 1400 sq ft        | 14 spaces shared (in rear)  |                                   |
| 3458 Devon                                                                           | Mr. Refund                          | Financial (tax services) | 1400 sq ft        | See above                   |                                   |
| 3462 Devon                                                                           | Lincolnwood Community Kollel        | Religious Center         | 3000 sq ft        | See above                   |                                   |
| 3472 Devon                                                                           | Dairy Star                          | Restaurant (ice cream)   | 980 sq ft         | 16 spaces                   |                                   |
| <b><u>St.Louis Intersection</u></b>                                                  |                                     |                          |                   |                             |                                   |
| 3500 Devon (2 story)                                                                 | Siddharth Jewelers                  | Jeweler                  | 2600 sq ft        | 18 spaces shared (in rear)  |                                   |
|                                                                                      | Dianoor Collectibles                | Specialty                |                   | See above                   |                                   |
|                                                                                      | Memsahab Boutique                   | Clothing                 |                   | See above                   |                                   |
|                                                                                      | Senior Helpers of Niles/Lincolnwood | Senior care              |                   | See above                   | On Second Floor                   |
|                                                                                      | Dream Life Realty                   | Real Estate              |                   | See above                   |                                   |
|                                                                                      | Shree Balaji Travel & Tours         | Travel Agency            |                   | See above                   | On Second Floor                   |
| 3508-3510 Devon                                                                      | E-Tech Services                     | IT/Computer Repair       | 2300 sq ft        | 24 spaces shared (in rear)  |                                   |
| 3514 Devon                                                                           | Vacant                              |                          | 1600 sq ft        | See above                   |                                   |
| 3516 Devon                                                                           | Jerger Design Services              | Window Coverings         | 2600 sq ft        | None                        |                                   |
| 3518 Devon                                                                           | Jackson Hewitt                      | Financial (tax services) | 2600 sq ft        | None                        |                                   |
| 3520 Devon                                                                           | Prudential Realty                   | Real Estate              | 5200 sq ft        | None                        |                                   |
| <b><u>Drake Intersection</u></b>                                                     |                                     |                          |                   |                             |                                   |
| 6401 Lincoln (2 story)                                                               | MB Financial                        | Bank, Financial Services | 10300 sq ft       | 77 spaces                   | Property includes drive-thru      |
| <b><u>Lincoln Intersection</u></b>                                                   |                                     |                          |                   |                             |                                   |
| <b>Notes</b>                                                                         |                                     |                          |                   |                             |                                   |
| <i>Parking count is estimated from aerial maps</i>                                   |                                     |                          |                   |                             |                                   |
| <i>Business space is estimated from aerials; only ground square footage is shown</i> |                                     |                          |                   |                             |                                   |
| <i>Businesses are located on ground level unless otherwise noted</i>                 |                                     |                          |                   |                             |                                   |
| <i>All properties along the corridor are one story unless otherwise noted</i>        |                                     |                          |                   |                             |                                   |