



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., OCTOBER 6, 2015**

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 1. Board Meeting Minutes – September 16, 2015
- V. Warrant Approval**
- VI. Village President’s Report**
- VII. Consent Agenda** (If any one wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)
 1. Approval of an Ordinance in Case #ZB-03-15 to Approve a Sign Variation for Property Located at 6801 North Cicero Avenue (Appears on the Consent Agenda Because it was Approved Unanimously by a Recommending Body)
 2. Approval of an Ordinance (A) Waiving the Bid Process and Awarding a Proposal to Stanley Consultants to Perform Phase II Engineering for a Bicycle/Pedestrian Overpass at Touhy Avenue on the ComEd ROW, (B) Authorizing the Village President to Execute both a Preliminary Engineering Agreement for Federal Participation and a Local Agency Agreement for Federal Participation for Phase II Engineering for a Bicycle/Pedestrian Overpass at Touhy Avenue on the ComEd ROW (Appears on the Consent Agenda Because it is a Routine Function of Government)
- VIII. Regular Business**
 3. Consideration of: 1) an Ordinance Approving an Amendment to the Pratt/McCormick Planned Unit Development (PUD); 2) a Resolution Designating a Blighted Area; 3) a Resolution Consenting to Approval of a Class 7B Cook County Tax Abatement Classification; and 4) a Resolution Approving of a Development Agreement, All Relating to Property Located at 6850 McCormick Boulevard (Former Dominick’s Site)
- 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: October 2, 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
SEPTEMBER 16, 2015**

[Draft](#)

Call to Order

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Wednesday, September 16, 2015, 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 Klatzco, Bass, Spino, Cope, Elster, Patel

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; Timothy Clarke, Community Development Director; Amanda Pazdan, Management Analyst; Charles Greenstein, Village Treasurer; Robert Merkel, Finance Director; Aaron Cook, Community Development Manager.

Approval of Minutes

The minutes of the September 1, 2015 Village Board Meeting were distribute and examined in advance. Trustee Spino moved to approve the minutes as presented, seconded by Trustee Patel.

The motion passed with a Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$473,992.85. Trustee Patel seconded the motion.

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

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

NAYS: None

The motion passed

Village President's Report

1. Proclamation Regarding "Thank a Police Officer – Paint Illinois Blue"

President Turry read this proclamation which states in part:

Whereas we rely on law enforcement officers to keep our Village safe, to enforce our laws and to respond in times of crisis, and in 2015 eighty three law enforcement officers have died in the line of duty, we realize that the men and women of the Lincolnwood Police Department face the threat of violence and danger every day, they put their lives on the line to defend our community and in times of crisis, they leave their own families to protect ours, and our community is made safer every time an officer takes a drunk driver off the street or a child predator is brought to justice, we must show our gratitude to these officers every day.

Now, therefore, be it resolved that I Gerald C. Turry, President of the Village of Lincolnwood along with the Village Board of Trustees, formally designate September 19, 2015, as “Thank a Police Officer – Paint Illinois Blue Day in the Village of Lincolnwood, and furthermore, and do hereby call upon all citizens to show their pride and appreciation for all of our law enforcement officers by thanking an officer and also by displaying something blue.

The Board Concurred.

2. President Turry read a list of scheduled meetings within the Village. These meeting dates and times may be found on the Village Website.

3. Resident Richard Ruderman

President Turry announced the following:

Dick Ruderman participated in the US Masters Swimming Long Course National Championships.

Mr. Ruderman participated in the Men’s Age Group 55-59 Years of age.

50 Meters – 11th Place

100 Meters – 17th Place

200 Meter Relay – 7th Place

Mr. Ruderman commented that it was a truly remarkable event with participants from all over the country, as well as other foreign countries. There were at least three participants 90 years old or older.

President Turry congratulated Mr. Ruderman.

4. Wood Chips

Resident Mark Kristoff was an early recipient of wood chips which are now available at no cost to residents. The chips can be delivered to resident’s homes by the Village.

Mrs. Engelmann spoke indicating that there is a form for residents to fill out, which may be obtained on the Lincolnwood website. The advantage to the Village is that we do not have to pay for removal of the chips and residents may use them for mulch.

Mrs. Engelmann also stated that rain barrels, in a number of colors, are available to be delivered to residents.

Consent Agenda

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

- 1. Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance Amending Chapter Seven, Article Two, Section Twelve of the Village Code Pertaining to Restricting Parking in the Alley Located Directly to the South of 4721 W. Touhy Avenue and Amending Chapter Seven, Article Two, Section Five of the Village Code Pertaining to Designating West Bound Traffic in the Alley Stop at Keating Avenue**
- 2. Approval of a Recommendation by the Traffic Commission to Amend Chapter Seven, Article Two, Section Twelve of the Village Code Pertaining to Restricting Parking on the East Side of Cicero between Northshore Avenue and Pratt Avenue**
- 3. Approval of an Ordinance (A) Waiving the Bid Process and Awarding a Proposal from Christopher B. Burke Engineering, Ltd. for Phase II Engineering for the Pratt Avenue Resurfacing Project, (B) Authorizing the Village President to Execute both a Preliminary Engineering Agreement for Federal Participation and a Local Agency Agreement for Federal Participation for Phase II Engineering for the Pratt Avenue Resurfacing Project**

4. Approval of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-03-15 to Approve a Sign Variation for Property Located at 6801 North Cicero Avenue

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

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

Regular Business

5. Consideration of a Resolution Authorizing the Village to Join and Approving an Intergovernmental Agreement Relating to Membership in the O'Hare Noise Compatibility Commission

This item was presented by Mrs. Pazdan using PowerPoint.

O'Hare Modernization Program

- 2001 – City of Chicago outlined vision for the future of O'Hare
- 2003 – State passed the O'Hare Modernization Act
- 2005 – FAA approved the O'Hare Modernization Program
- 2005 – Construction began
- 2009 – Runway 10L extended and 9L-27R commissioned
- 2013 – Runway 10C-28C commissioned

Renderings were exhibited of:

- Runway Changes
- Air Traffic Noise
- Runways at O'Hare

O'Hare Noise Compatibility Commission Background

*Established 1996

*Only intergovernmental agency dedicated to reducing aircraft noise in communities around O'Hare Airport

*Seeks to increase cooperation between:

- City of Chicago
- Suburban municipalities
- Federal Aviation Administration
- Airlines
- Air Traffic Controllers

ONCC Opportunities

*Participate in discussions

*Explore possible options to mitigate noise

- New aircraft
- New runway rotations
- Grade/height requirements

*Local noise monitor

ONCC Intergovernmental Agreement

*Effective until December 31, 2015

*Requirements

- Approval by the City of Chicago
- Approval by ONCC members, majority vote

*Duties and Responsibilities

- Members shall direct the further development of the noise compatibility programs
- Noise compatibility projects in and outside the City of Chicago
- Participation in regularly scheduled meetings
- Permanent noise monitoring system

Discussion ensued regarding costs to Village....there will be no expense.

A request for noise monitors will be made, also at no cost to the Village.

Trustee Elster moved to approve the Resolution, seconded by Trustee Cope.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

Trustee Patel will attend the International Council of Shopping Centers, in Chicago (Dealmakers), and will be unable to attend the October 6 meeting. Trustee Cope will also be in attendance at this event.

Trustee Elster will be out of town for the October 6 meeting.

Public Forum

None

Adjournment

At 8:10 p.m. Trustee Patel moved to adjourn the Regular Board meeting, seconded by Trustee Elster.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: October 2, 2015

The following are the totals for the List of Bills being presented at the October 6th Village Board meeting.

10/6/15	306,154.71
10/6/15	194,524.66
10/6/15	112,757.77
10/6/15	77,098.47
10/6/15	99,403.65
Total	<hr/> \$ 789,939.26

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 09/24/2015 - 9:16AM
 Batch: 00100.10.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Advanced Public Saftey, Inc.									
ADVANC									
SIN001490	4/27/2015	5,909.28	0.00	10/06/2015				False	0
101-250-511-5330	Data processing				Devices for Police Dept - E ticket project				
SIN001490 Total:		5,909.28							
Advanced Public Saftey, In		5,909.28							
American Express									
AMEREXP									
31083091515	9/15/2015	508.21	0.00	10/06/2015				False	0
101-350-512-5730	Program supplies				Cards Direct - Get Well Cards				
31083091515	9/15/2015	300.00	0.00	10/06/2015				False	0
101-350-512-5770	Training supplies				PWW - Webinar series				
31083091515 Total:		808.21							
31158081215	8/12/2015	7.00	0.00	10/06/2015				False	0
101-200-511-5799	Other materials & supplies				Employee Appreciation prize				
31158081215 Total:		7.00							
31158081315	8/13/2015	102.85	0.00	10/06/2015				False	0
660-610-519-5580	Telephone				Internet for Pump House				
31158081315 Total:		102.85							
31158081915	8/19/2015	109.89	0.00	10/06/2015				False	0
101-200-511-5599	Other contractual				Lifelock				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	31158081915 Total:	109.89							
31158082015	8/20/2015	945.00	0.00	10/06/2015				False	0
101-200-511-5799	Other materials & supplies				Dinner for Employee Appreciation Event				
31158082015	8/20/2015	19.42	0.00	10/06/2015				False	0
101-200-511-5799	Other materials & supplies				Cake for Employee Appreciation Event				
	31158082015 Total:	964.42							
31158082115	8/21/2015	-17.38	0.00	10/06/2015				False	0
101-250-511-5340	Maintenance Agreement Expen				Tax refund				
	31158082115 Total:	-17.38							
31158082415	8/24/2015	15.00	0.00	10/06/2015				False	0
101-200-511-5840	Meals				IAMMA Luncheon				
	31158082415 Total:	15.00							
31158082715	8/27/2015	116.70	0.00	10/06/2015				False	0
660-610-519-5340	Maintenance Agreement Expen				Duo Security yearly fee				
	31158082715 Total:	116.70							
31158082815	8/28/2015	8.26	0.00	10/06/2015				False	0
101-200-511-5700	Office supplies				Shipping - Broken Ipad				
31158082815	8/28/2015	96.85	0.00	10/06/2015				False	0
101-200-511-5599	Other contractual				Drug screens for CDL holders				
31158082815	8/28/2015	57.90	0.00	10/06/2015				False	0
101-200-511-5599	Other contractual				Drug screens for CDL holders				
	31158082815 Total:	163.01							
31174081115	8/11/2015	129.33	0.00	10/06/2015				False	0
205-504-515-5730	Program supplies				Special event supplies				
	31174081115 Total:	129.33							
31174081215	8/12/2015	238.25	0.00	10/06/2015				False	0
205-530-515-5270	Purchased program services				Camp field trip - Legoland				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	31174081215 Total:	238.25							
31174081315	8/13/2015	770.00	0.00	10/06/2015				False	0
	205-530-515-5270 Purchased program services				Camp field trip				
31174081315	8/13/2015	415.75	0.00	10/06/2015				False	0
	205-530-515-5270 Purchased program services				Camp field trip - Enchanted Castle				
31174081315	8/13/2015	170.00	0.00	10/06/2015				False	0
	205-530-515-5270 Purchased program services				Camp field trip - Orbit Skate park				
	31174081315 Total:	1,355.75							
31174081815	8/18/2015	715.00	0.00	10/06/2015				False	0
	205-570-515-5270 Purchased program services				Senior Trip - Drury Lane				
31174081815	8/18/2015	190.99	0.00	10/06/2015				False	0
	205-504-515-5730 Program supplies				Family Fun Fest				
	31174081815 Total:	905.99							
31174081915	8/19/2015	-99.00	0.00	10/06/2015				False	0
	205-530-515-5730 Program supplies				Amazon Membership refund				
	31174081915 Total:	-99.00							
31174082115	8/21/2015	69.42	0.00	10/06/2015				False	0
	205-503-515-5510 Advertising				Fitness Banner				
31174082115	8/21/2015	936.30	0.00	10/06/2015				False	0
	205-509-515-5615 Awards				Crown Awards				
31174082115	8/21/2015	68.40	0.00	10/06/2015				False	0
	205-509-515-5615 Awards				Crown Awards				
	31174082115 Total:	1,074.12							
31174090115	9/1/2015	67.50	0.00	10/06/2015				False	0
	205-530-515-5270 Purchased program services				Camp entertainment				
31174090115	9/1/2015	50.00	0.00	10/06/2015				False	0
	205-500-515-5810 Conference & meeting registrat				IPRA				
	31174090115 Total:	117.50							
31174090215	9/2/2015	56.70	0.00	10/06/2015				False	0
	205-500-515-5725 Credit card charges				Plug n Play				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	31174090215 Total:	56.70							
31174090315	9/3/2015	447.20	0.00	10/06/2015				False	0
205-570-515-5720	Postage			Senior Trip					
	31174090315 Total:	447.20							
31174090815	9/8/2015	22.97	0.00	10/06/2015				False	0
205-571-515-5730	Program supplies			Amazon					
	31174090815 Total:	22.97							
32008081215	8/12/2015	66.72	0.00	10/06/2015				False	0
101-200-511-5840	Meals			Lunch with managers					
	32008081215 Total:	66.72							
32008081315	8/13/2015	147.85	0.00	10/06/2015				False	0
660-610-519-5580	Telephone			Comcast Cable - PW					
32008081315	8/13/2015	252.85	0.00	10/06/2015				False	0
101-250-511-5580	Telephone			Comcast Cable - Village Hall					
	32008081315 Total:	400.70							
32008082515	8/25/2015	37.63	0.00	10/06/2015				False	0
101-200-511-5840	Meals			Lunch with Morton Grove Village Manager					
	32008082515 Total:	37.63							
32008090215	9/2/2015	244.40	0.00	10/06/2015				False	0
101-100-511-5840	Meals			Dinner for V.B. Meeting					
	32008090215 Total:	244.40							
32115081115	8/11/2015	5.00	0.00	10/06/2015				False	0
101-100-511-5820	Local mileage, parking & tolls			Parking - Metro Mayor Caucus					
	32115081115 Total:	5.00							
32115081215	8/12/2015	34.90	0.00	10/06/2015				False	0
101-100-511-5840	Meals			Lunch with Village prosecutor					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	32115081215 Total:	34.90							
32115081415	8/14/2015	80.47	0.00	10/06/2015	Lunch with Bldg Dept			False	0
101-100-511-5840 Meals									
	32115081415 Total:	80.47							
32115082015	8/20/2015	59.01	0.00	10/06/2015	Lunch - LWD Place			False	0
101-100-511-5840 Meals									
	32115082015 Total:	59.01							
	American Express Total:	7,447.34							
AT&T									
AT&T									
773R07163609	8/28/2015	77.45	0.00	10/06/2015	Telephone E911			False	0
215-000-512-5580 Telephone									
	773R07163609 Total:	77.45							
847734584009	9/7/2015	1,203.62	0.00	10/06/2015	Telephone E911			False	0
215-000-512-5580 Telephone									
	847734584009 Total:	1,203.62							
847734584309	9/7/2015	350.37	0.00	10/06/2015	Telephone E911			False	0
215-000-512-5580 Telephone									
	847734584309 Total:	350.37							
	AT&T Total:	1,631.44							
Avalon Petroleum									
AVALON									
16197	8/25/2015	37.11	0.00	10/06/2015	Fuel usage			False	0
101-410-511-5670 Fuel									
16197	8/25/2015	612.84	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-350-512-5670 Fuel 16197	8/25/2015	1,040.84	0.00	10/06/2015	Fuel usage			False	0
101-440-513-5670 Fuel 16197	8/25/2015	304.29	0.00	10/06/2015	Fuel usage			False	0
205-430-515-5670 Fuel 16197	8/25/2015	337.72	0.00	10/06/2015	Fuel usage			False	0
660-620-519-5670 Fuel					Fuel usage				
16197 Total:		2,332.80							
458941	8/25/2015	26.64	0.00	10/06/2015	Fuel usage			False	0
101-420-511-5670 Fuel 458941	8/25/2015	2,097.83	0.00	10/06/2015	Fuel usage			False	0
101-300-512-5670 Fuel 458941	8/25/2015	122.80	0.00	10/06/2015	Fuel usage			False	0
101-350-512-5670 Fuel 458941	8/25/2015	36.01	0.00	10/06/2015	Fuel usage			False	0
101-410-511-5670 Fuel 458941	8/25/2015	74.10	0.00	10/06/2015	Fuel usage			False	0
101-420-511-5670 Fuel 458941	8/25/2015	366.12	0.00	10/06/2015	Fuel usage			False	0
101-440-513-5670 Fuel 458941	8/25/2015	511.61	0.00	10/06/2015	Fuel usage			False	0
205-430-515-5670 Fuel 458941	8/25/2015	329.69	0.00	10/06/2015	Fuel usage			False	0
660-620-519-5670 Fuel					Fuel usage				
458941 Total:		3,564.80							
Avalon Petroleum Total:		5,897.60							
Bank of America, Business Card BANKOFAM 0423081415	8/14/2015	129.96	0.00	10/06/2015				False	0
101-300-512-5730 Program supplies					Helmets/Equipment for bike officers				
0423081415 Total:		129.96							
0423081815	8/18/2015	390.00	0.00	10/06/2015				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				TASER training academy for police					
	0423081815 Total:	390.00							
0423082715	8/27/2015	21.25	0.00	10/06/2015				False	0
101-300-512-5730 Program supplies				Sentry group code for seized safe					
	0423082715 Total:	21.25							
0423090115	9/1/2015	885.00	0.00	10/06/2015				False	0
101-300-512-5810 Conference & meeting registrat				ITOA Group registration					
0423090115	9/1/2015	270.08	0.00	10/06/2015				False	0
101-300-512-5700 Office supplies				Shoplet for FTO program					
	0423090115 Total:	1,155.08							
0423090315	9/3/2015	160.00	0.00	10/06/2015				False	0
101-300-512-5810 Conference & meeting registrat				Cook County regional training					
	0423090315 Total:	160.00							
4259080715	8/7/2015	10.96	0.00	10/06/2015				False	0
205-500-515-5700 Office supplies				Parade supplies - Walmart					
4259080715	8/7/2015	10.96	0.00	10/06/2015				False	0
205-500-515-5700 Office supplies				Parade supplies - Walmart					
4259080715	8/7/2015	36.99	0.00	10/06/2015				False	0
205-563-515-5649 Supplies				Concession stand supplies - Office Depot					
	4259080715 Total:	58.91							
4259081115	8/11/2015	11.23	0.00	10/06/2015				False	0
205-560-515-5270 Purchased program services				Pool entertainment - U.S. Toys					
4259081115	8/11/2015	11.00	0.00	10/06/2015				False	0
205-560-515-5270 Purchased program services				Pool entertainment - Dollar Tree					
	4259081115 Total:	22.23							
4259081915	8/19/2015	-2.87	0.00	10/06/2015				False	0
205-562-515-5645 Concessions & food				Refund tax					
	4259081915 Total:	-2.87							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
4259082715	8/27/2015	107.40	0.00	10/06/2015				False	0
205-560-515-5640				Computer supplies		Non Res pool pass site			
	4259082715 Total:	107.40							
7130081815	8/18/2015	50.99	0.00	10/06/2015				False	0
101-100-511-5840				Meals		Refreshments - Village Board meeting			
7130081815	8/18/2015	5.00	0.00	10/06/2015				False	0
101-100-511-5840				Meals		Lunch for Board meeting			
	7130081815 Total:	55.99							
7130090115	9/1/2015	28.95	0.00	10/06/2015				False	0
101-100-511-5840				Meals		Refreshments - Village Board meeting			
7130090115	9/1/2015	5.00	0.00	10/06/2015				False	0
101-100-511-5840				Meals		Lunch for Board meeting			
7130090115	9/1/2015	-4.28	0.00	10/06/2015				False	0
101-100-511-5840				Meals		Credit			
	7130090115 Total:	29.67							
7868080715	8/7/2015	4.79	0.00	10/06/2015				False	0
205-504-515-5730				Program supplies		Michaels			
	7868080715 Total:	4.79							
7868081815	8/18/2015	4.00	0.00	10/06/2015				False	0
205-570-515-5730				Program supplies		Lettering Delights			
	7868081815 Total:	4.00							
7868081915	8/19/2015	89.99	0.00	10/06/2015				False	0
205-500-515-5510				Advertising		Free pix - Clipart for Marketing			
7868081915	8/19/2015	2.70	0.00	10/06/2015				False	0
205-500-515-5510				Advertising		International fee charged			
	7868081915 Total:	92.69							
7868082015	8/20/2015	4.29	0.00	10/06/2015				False	0
205-570-515-5645				Concessions & food		Jewel - Senior lunch			
7868082015	8/20/2015	59.76	0.00	10/06/2015				False	0
205-570-515-5730				Program supplies		Party City - Senior supplies			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	7868082015 Total:	64.05							
7868082615	8/26/2015	29.72	0.00	10/06/2015				False	0
205-570-515-5645	Concessions & food			Lucky Platter					
	7868082615 Total:	29.72							
7868082815	8/28/2015	100.00	0.00	10/06/2015				False	0
205-504-515-5510	Advertising			Oaklees Guide - marketing					
	7868082815 Total:	100.00							
7868090315	9/3/2015	35.70	0.00	10/06/2015				False	0
205-520-515-5645	Concessions & food			Jewel - Club Kid snack					
	7868090315 Total:	35.70							
7868090415	9/4/2015	28.00	0.00	10/06/2015				False	0
205-520-515-5645	Concessions & food			Little Caesars - Club Kid snack					
	7868090415 Total:	28.00							
8334081115	8/11/2015	289.95	0.00	10/06/2015				False	0
101-210-511-5700	Office supplies			Security Metrics					
	8334081115 Total:	289.95							
8334081915	8/19/2015	40.00	0.00	10/06/2015				False	0
101-210-511-5820	Local mileage, parking & tolls			Ipass replenishment					
	8334081915 Total:	40.00							
9820080715	8/7/2015	2.99	0.00	10/06/2015				False	0
205-530-515-5645	Concessions & food			CVS - camp food					
9820080715	8/7/2015	23.84	0.00	10/06/2015				False	0
205-530-515-5645	Concessions & food			Walmart - camp food					
	9820080715 Total:	26.83							
9820080815	8/8/2015	550.00	0.00	10/06/2015				False	0
205-530-515-5270	Purchased program services			Game Show Gurus - camp entertainment					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9820080815 Total:	550.00							
9820081015	8/10/2015	-69.08	0.00	10/06/2015				False	0
205-530-515-5645	Concessions & food				Walmart - camp food refund				
9820081015	8/10/2015	-29.57	0.00	10/06/2015				False	0
205-530-515-5645	Concessions & food				Walmart - camp food refund				
	9820081015 Total:	-98.65							
9820081315	8/13/2015	-19.44	0.00	10/06/2015				False	0
205-530-515-5730	Program supplies				Walmart - camp supply refund				
9820081315	8/13/2015	2.76	0.00	10/06/2015				False	0
205-530-515-5730	Program supplies				Walmart - camp supplies				
	9820081315 Total:	-16.68							
	Bank of America, Business	3,278.02							
	City of Chicago Dept of Water CTYOFCHI								
430883-430883	9/9/2015	104,896.56	0.00	10/06/2015				False	0
660-620-519-5790	Water purchases				Water - 7/14/15-8/11/15				
	430883-430883 Total:	104,896.56							
430884-430884	9/9/2015	91,663.28	0.00	10/06/2015				False	0
660-620-519-5790	Water purchases				Water - 7/14/15-8/11/15				
	430884-430884 Total:	91,663.28							
	City of Chicago Dept of W	196,559.84							
	Commonwealth Edison COMED								
0008132018	9/3/2015	377.66	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way				Kostner/Morse - 8/10-9/3				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	0008132018 Total:	377.66							
0104767008	9/11/2015	2,725.92	0.00	10/06/2015				False	0
	660-620-519-5785 Utilities - public way			Pump Station - 8/10-9/10					
	0104767008 Total:	2,725.92							
0592075011	8/27/2015	2,340.33	0.00	10/06/2015				False	0
	101-440-513-5785 Utilities - public way			Master Acct Street lighting					
	0592075011 Total:	2,340.33							
0933017059	9/10/2015	523.56	0.00	10/06/2015				False	0
	101-440-513-5785 Utilities - public way			6754 Cicero - 8/7-9/9					
	0933017059 Total:	523.56							
1700394002	9/10/2015	27.25	0.00	10/06/2015				False	0
	101-440-513-5785 Utilities - public way			ES Crawford - 8/10-9/10					
	1700394002 Total:	27.25							
1784010001	9/8/2015	438.70	0.00	10/06/2015				False	0
	101-440-513-5785 Utilities - public way			Shelter Proesel Park - 8/10-9/8					
	1784010001 Total:	438.70							
1784059008	9/8/2015	1,622.35	0.00	10/06/2015				False	0
	101-440-513-5785 Utilities - public way			NS Morse - 8/10-9/8					
	1784059008 Total:	1,622.35							
1784346006	9/8/2015	262.89	0.00	10/06/2015				False	0
	101-440-513-5785 Utilities - public way			SS Touhy - 8/10-9/8					
	1784346006 Total:	262.89							
1784521009	9/8/2015	21.17	0.00	10/06/2015				False	0
	101-440-513-5785 Utilities - public way			WS Cicero - 8/7-9/8					
	1784521009 Total:	21.17							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2028043041	9/8/2015	3,631.17	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way			Master Acct Street lighting					
	2028043041 Total:	3,631.17							
2187009072	9/8/2015	355.32	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way			7000 McCormick - 8/7-9/4					
	2187009072 Total:	355.32							
2631087013	9/9/2015	132.61	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way			6851 Central Park - 8/7-9/8					
	2631087013 Total:	132.61							
2649157097	9/8/2015	127.49	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way			3550 Pratt - 8/6-9/4					
	2649157097 Total:	127.49							
3462712002	9/4/2015	113.95	0.00	10/06/2015				False	0
660-620-519-5785	Utilities - public way			Water Tower - 8/5-9/4					
	3462712002 Total:	113.95							
4147167024	9/11/2015	2,491.86	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way			7055 Kostner - 8/11-9/10					
	4147167024 Total:	2,491.86							
4413156059	9/11/2015	108.22	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way			7300 Cicero - 8/10-9/10					
	4413156059 Total:	108.22							
4791110064	9/10/2015	279.17	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way			3928 W touhy - 8/10-9/9					
	4791110064 Total:	279.17							
57221-35010	9/9/2015	144.07	0.00	10/06/2015				False	0
101-440-513-5785	Utilities - public way			Master Acct Street lighting					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	57221-35010 Total:	144.07							
	Commonwealth Edison To	15,723.69							
Deluxe Business Checks & Solutions									
DELUXEBU									
2035001668	9/18/2015	1,112.80	0.00	10/06/2015				False	0
	101-210-511-5700 Office supplies			AP & PR checks					
	2035001668 Total:	1,112.80							
	Deluxe Business Checks &	1,112.80							
Groot Recycling & Waste Services									
GROOT									
13524841	8/27/2015	4,021.75	0.00	10/06/2015				False	0
	101-440-514-5230 Garbage & recycling			Public Works - 22280-001					
	13524841 Total:	4,021.75							
13527197	8/31/2015	2,542.72	0.00	10/06/2015				False	0
	101-440-514-5230 Garbage & recycling			Public Works - 22280-002					
	13527197 Total:	2,542.72							
13527467	9/1/2015	55,017.88	0.00	10/06/2015				False	0
	101-440-514-5230 Garbage & recycling			Community Pick up - 1229-001					
	13527467 Total:	55,017.88							
13527468	9/1/2015	700.56	0.00	10/06/2015				False	0
	101-440-514-5230 Garbage & recycling			School District 74 - 1230-001					
	13527468 Total:	700.56							
13539123	9/1/2015	3,054.63	0.00	10/06/2015				False	0
	101-440-514-5230 Garbage & recycling			Multi family pick up - 1231-001					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
13539123 Total:		3,054.63							
Groot Recycling & Waste S		65,337.54							
Illinois Department of Revenue ILDEPREV August 2015 205-563-410-4486 Entrees	9/14/2015	1,728.00	0.00	10/06/2015	August Sales tax for Concessions			False	0
August 2015 Total:		1,728.00							
Illinois Department of Rev		1,728.00							
Lowe's Business Acc/GECE LOWES 2370 205-560-515-5730 Program supplies	9/15/2015	31.47	0.00	10/06/2015	Paint brushes			False	0
2370 Total:		31.47							
2417 205-560-515-5730 Program supplies	8/24/2015	85.38	0.00	10/06/2015	Cleaning supplies			False	0
2417 Total:		85.38							
375 205-571-515-5730 Program supplies	8/25/2015	16.93	0.00	10/06/2015	Propane tank for Community Center			False	0
375 Total:		16.93							
381 205-571-515-5730 Program supplies	8/28/2015	19.33	0.00	10/06/2015	Spray to clean Community Center			False	0
381 Total:		19.33							
9184 205-430-515-5745 Small tools	9/4/2015	6.63	0.00	10/06/2015	Cleaning supplies			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9184 Total:	6.63							
	Lowe's Business Acc/GEC	159.74							
Marc Printing MARCP 091815	9/18/2015	743.82	0.00	10/06/2015				False	0
660-610-519-5720 Postage				Postage/Water Bills - Cycle 3 & 4					
	091815 Total:	743.82							
	Marc Printing Total:	743.82							
Sam's Club SAMSCCL 9915	9/9/2015	187.40	0.00	10/06/2015				False	0
205-520-515-5645 Concessions & food				Snacks for Club Kid					
	9915 Total:	187.40							
	Sam's Club Total:	187.40							
United States Postal Service USPOSTAL PB090815	9/8/2015	36.32	0.00	10/06/2015				False	0
101-210-511-5720 Postage				Pitney Bowes postage					
PB090815	9/8/2015	19.95	0.00	10/06/2015				False	0
101-210-511-5720 Postage				Pitney Bowes postage					
PB090815	9/8/2015	0.70	0.00	10/06/2015				False	0
101-210-511-5720 Postage				Pitney Bowes postage					
PB090815	9/8/2015	139.67	0.00	10/06/2015				False	0
101-210-511-5720 Postage				Pitney Bowes postage					
PB090815	9/8/2015	6.79	0.00	10/06/2015				False	0
101-210-511-5720 Postage				Pitney Bowes postage					
PB090815	9/8/2015	132.10	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
205-500-515-5720 Postage PB090815	9/8/2015	94.48	0.00	10/06/2015	Pitney Bowes postage			False	0
101-210-511-5720 Postage PB090815	9/8/2015	6.74	0.00	10/06/2015	Pitney Bowes postage			False	0
101-210-511-5720 Postage PB090815	9/8/2015	1.45	0.00	10/06/2015	Pitney Bowes postage			False	0
660-610-519-5720 Postage					Pitney Bowes postage				
	PB090815 Total:	<u>438.20</u>							
	United States Postal Servic	<u>438.20</u>							
	Report Total:	<u><u>306,154.71</u></u>							

Accounts Payable

To Be Paid Proof List

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 Batch: 00101.10.2015



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									
10464833	8/24/2015	49.47	0.00	10/06/2015				False	0
				205-560-515-5499 R&M - other				Heater repair	
10464833 Total:		49.47							
Active Electrical Supply C		49.47							
Adelfio, Anthony									
ADELFIO									
8302015	8/30/2015	350.00	0.00	10/06/2015				False	0
				205-504-515-5270 Purchased program services				DJ for Family Fun Fest	
8302015 Total:		350.00							
Adelfio, Anthony Total:		350.00							
Advocate Occupational Health									
ADVOCA									
580086	8/11/2015	168.00	0.00	10/06/2015				False	0
				101-200-511-5599 Other contractual				Drug screening	
580086 Total:		168.00							
580087	8/19/2015	737.00	0.00	10/06/2015				False	0
				101-200-511-5599 Other contractual				Drug screening	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		580087 Total:							
580200	8/13/2015	89.00	0.00	10/06/2015				False	0
101-200-511-5599				Drug screening					
		580200 Total:							
		Advocate Occupational He							
		994.00							
Airgas USA LLC									
AIRGAS									
9043162737	9/3/2015	214.73	0.00	10/06/2015				False	0
101-350-512-5660				Oxygen for ambulances					
		9043162737 Total:							
		214.73							
9930075611	8/31/2015	188.20	0.00	10/06/2015				False	0
101-350-512-5660				Oxygen cylinders for ambulances					
		9930075611 Total:							
		188.20							
		Airgas USA LLC Total:							
		402.93							
Ancateu, Grace									
ANCATEU									
32195	9/11/2015	137.44	0.00	10/06/2015				False	0
101-000-110-1010				Replace misplaced P/R check					
		32195 Total:							
		137.44							
		Ancateu, Grace Total:							
		137.44							
Anderson Lock									
ANDERSON									
885620	8/24/2015	137.15	0.00	10/06/2015				False	0
205-560-515-5405				Keys for pool					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	885620 Total:	137.15							
	Anderson Lock Total:	137.15							
Back Flow Solutions Inc BFSINC 2720	9/1/2015	688.60	0.00	10/06/2015				False	0
660-620-519-5399 Other professional services				Program management fee for backflow					
	2720 Total:	688.60							
	Back Flow Solutions Inc T	688.60							
Baqleh, Julia BAQLEH 091115	9/11/2015	140.00	0.00	10/06/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	091115 Total:	140.00							
	Baqleh, Julia Total:	140.00							
Batteries Plus #890 BATT 890-105383	8/4/2015	65.40	0.00	10/06/2015				False	0
205-560-515-5499 R&M - other				Batteries					
	890-105383 Total:	65.40							
	Batteries Plus #890 Total:	65.40							
Bennett, Minh BENNETT 091615	9/16/2015	225.00	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class					
	091615 Total:	225.00							
	Bennett, Minh Total:	225.00							
Birdair Inc BIRDAIR J-15-109-01	7/15/2015	13,442.00	0.00	10/06/2015			0000000558	False	1
205-560-515-6599 EQUIPMENT- POOL				Shade structures for pool					
	J-15-109-01 Total:	13,442.00							
	Birdair Inc Total:	13,442.00							
Blue Cross Blue Shield of Illinois BLUECRSS 14-1737	9/15/2015	587.00	0.00	10/06/2015				False	0
101-000-410-4315 Ambulance & EMS fees				Reimbursement for overpayment - ambulance bill					
	14-1737 Total:	587.00							
	Blue Cross Blue Shield of	587.00							
Bound Tree Medical, LLC BOUND 81896273	8/31/2015	591.17	0.00	10/06/2015				False	0
101-350-512-5660 EMS supplies				Suction unit					
	81896273 Total:	591.17							
	Bound Tree Medical, LLC	591.17							
Brozville Graphics BROZVILL									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
B0068	9/10/2015	504.00	0.00	10/06/2015				False	0
101-350-512-5560	Printing & copying services			Vital pads					
	B0068 Total:	504.00							
	Brozville Graphics Total:	504.00							
Canon Solutions America, Inc									
CANONSOL									
988530027	9/2/2015	226.58	0.00	10/06/2015				False	0
101-210-511-5440	R&M - office equipment			Maintenance for plotter - September					
	988530027 Total:	226.58							
	Canon Solutions America,	226.58							
Chicago Metropolitan Fire Prevention Co.									
CHGOMETR									
112371	9/25/2015	795.50	0.00	10/06/2015				False	0
101-350-512-5411	R&M- Wireless Alarm Equipm			August wireless radio network					
	112371 Total:	795.50							
	Chicago Metropolitan Fire	795.50							
Christ, Donald									
CHRIST									
PAYUMP15	9/13/2015	72.00	0.00	10/06/2015				False	0
205-540-515-5615	Awards			Payment for umpiring					
	PAYUMP15 Total:	72.00							
	Christ, Donald Total:	72.00							

Christopher Burke Engineering

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CHRISTB									
124486	9/8/2015	4,500.00	0.00	10/06/2015				False	0
101-290-511-5920 Administration Engineer Costs				Retainer - August					
124486	9/8/2015	4,500.00	0.00	10/06/2015				False	0
660-620-519-5399 Other professional services				Retainer - August					
124486 Total:		9,000.00							
124487	9/8/2015	2,105.50	0.00	10/06/2015				False	0
660-620-519-5320 Consulting				Water Model updates					
124487 Total:		2,105.50							
124488	9/8/2015	9,395.00	0.00	10/06/2015				False	0
101-440-513-5599 Other Contractual				Five year infrastructure plan					
124488 Total:		9,395.00							
124489	9/8/2015	1,364.09	0.00	10/06/2015				False	0
101-230-511-5399 Other professional services				4530 Pratt legal description					
124489 Total:		1,364.09							
124490	9/8/2015	91.30	0.00	10/06/2015				False	0
220-000-511-5340 Engineering				Devon Avenue streetscape					
124490 Total:		91.30							
124491	9/8/2015	1,573.00	0.00	10/06/2015				False	0
212-000-511-5320 Consulting				Pratt Ave resurfacing Phase 1					
124491 Total:		1,573.00							
124492	9/8/2015	2,103.00	0.00	10/06/2015				False	0
660-620-519-5320 Consulting				Street storage program - Pilot area					
124492 Total:		2,103.00							
124493	9/8/2015	1,555.00	0.00	10/06/2015				False	0
101-290-511-5922 Building Engineering Costs				Dominicks site re-use					
124493 Total:		1,555.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
124494	9/8/2015	1,688.24	0.00	10/06/2015				False	0
101-290-511-5922 Building Engineering Costs				6733-6735 Lincoln Avenue					
	124494 Total:	1,688.24							
	Christopher Burke Enginee	28,875.13							
ClientFirst Consulting Group, LLC									
CLIENTFI									
5558	8/31/2015	5,683.75	0.00	10/06/2015				False	0
101-250-511-5320 Consulting				IT Support					
5558	8/31/2015	500.00	0.00	10/06/2015				False	0
660-620-519-5320 Consulting				IT Support					
	5558 Total:	6,183.75							
5559	8/31/2015	250.00	0.00	10/06/2015				False	0
660-620-519-5320 Consulting				IT Management					
5559	8/31/2015	170.00	0.00	10/06/2015				False	0
101-250-511-6530 Equipment - data processing				IT Management					
5559	8/31/2015	1,017.50	0.00	10/06/2015				False	0
101-250-511-5320 Consulting				IT Management					
	5559 Total:	1,437.50							
5560	8/31/2015	2,486.25	0.00	10/06/2015				False	0
660-620-519-5320 Consulting				PC Replacement					
	5560 Total:	2,486.25							
5561	8/31/2015	250.00	0.00	10/06/2015				False	0
101-250-511-6530 Equipment - data processing				Security Systems RFP					
	5561 Total:	250.00							
5562	8/31/2015	100.00	0.00	10/06/2015				False	0
101-250-511-6530 Equipment - data processing				911 Server replacement					
	5562 Total:	100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	ClientFirst Consulting Gro	10,457.50							
Danielson, Silvija DANIELSO									
091415	9/14/2015	61.50	0.00	10/06/2015				False	0
205-000-210-2430	Parks and Recs Control Deposi			Refund - Tennis					
	091415 Total:	61.50							
	Danielson, Silvija Total:	61.50							
Engelstein, Shirley ENGELSTE									
SE09-2015	8/31/2015	300.00	0.00	10/06/2015				False	0
101-100-511-5270	Purchased program services			Art Gallery Invoice - September/October 2015					
	SE09-2015 Total:	300.00							
	Engelstein, Shirley Total:	300.00							
Gen Ki Karate GENKI									
9415	9/4/2015	833.00	0.00	10/06/2015				False	0
205-502-515-5270	Purchased program services			Karate Fall Session I					
	9415 Total:	833.00							
	Gen Ki Karate Total:	833.00							
Glencoe Beach GLENCOE									
37338	9/9/2015	200.00	0.00	10/06/2015				False	0
205-530-515-5270	Purchased program services			Summer Day camp field trip					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	37338 Total:	200.00							
	Glencoe Beach Total:	200.00							
Halogen HALOGEN 475757	9/3/2015	1,888.00	0.00	10/06/2015				False	0
	205-560-515-5450 R&M - pool equipment			Pool chemicals					
	475757 Total:	1,888.00							
	Halogen Total:	1,888.00							
Hoving Pit Stop HOVING 116758	9/3/2015	95.00	0.00	10/06/2015				False	0
	205-430-515-5730 Program supplies			Portable Toilet - Centennial - August					
	116758 Total:	95.00							
	Hoving Pit Stop Total:	95.00							
Hrvojevic, Ksenija HRVOJEVI 090415	9/4/2015	225.00	0.00	10/06/2015				False	0
	205-000-210-2430 Parks and Recs Control Deposi			Refund - Class					
	090415 Total:	225.00							
	Hrvojevic, Ksenija Total:	225.00							
Illinois Finance Authority ILFINANC 2015-145	9/1/2015	12,500.00	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
330-000-573-7373 Principal-Illinois Finance Aut				T15 loan payment					
	2015-145 Total:	12,500.00							
	Illinois Finance Authority T	12,500.00							
Impact Networking, LLC									
IMPACT									
547208	9/2/2015	126.00	0.00	10/06/2015				False	0
660-610-519-5340 Maintenance Agreement Expen				Copier - Public Works					
547208	9/2/2015	126.00	0.00	10/06/2015				False	0
205-500-515-5440 R&M - office equipment				Copier - Parks					
547208	9/2/2015	126.00	0.00	10/06/2015				False	0
101-000-210-2650 Contractor Permits Payable				Copier - Fire					
547208	9/2/2015	378.00	0.00	10/06/2015				False	0
101-210-511-5440 R&M - office equipment				Copier - Admin & Finance					
	547208 Total:	756.00							
	Impact Networking, LLC T	756.00							
IRMA									
IRMA									
CREDIT0001907	8/31/2015	-50.53	0.00	10/06/2015				False	0
101-210-511-5260 Liability insurance				Optional Deductible August					
	CREDIT0001907 Total:	-50.53							
SALES0014489	8/31/2015	1,835.23	0.00	10/06/2015				False	0
101-210-511-5260 Liability insurance				August Deductible					
	SALES0014489 Total:	1,835.23							
	IRMA Total:	1,784.70							

Klass, Ray
KLASSR

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
9915	9/16/2015	600.00	0.00	10/06/2015				False	0
205-504-515-5270 Purchased program services				Wind Gypsys - Performance for Turkey Trot					
	9915 Total:	600.00							
	Klass, Ray Total:	600.00							
Klepadlo, Ed									
KLEPADIO									
PAYUMP15	9/13/2015	432.00	0.00	10/06/2015				False	0
205-540-515-5615 Awards				Payment for umpiring					
	PAYUMP15 Total:	432.00							
	Klepadlo, Ed Total:	432.00							
Kougias, Susan									
KOUGIAS									
091415	9/14/2015	394.50	0.00	10/06/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	091415 Total:	394.50							
	Kougias, Susan Total:	394.50							
Larson, Jennifer									
LARSONJE									
091415	9/14/2015	111.00	0.00	10/06/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class					
	091415 Total:	111.00							
	Larson, Jennifer Total:	111.00							

Mad Science

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MADSCIEN									
11968	6/29/2015	600.00	0.00	10/06/2015				False	0
205-530-515-5270	Purchased program services			2 Interactive shows for campers					
	11968 Total:	600.00							
	Mad Science Total:	600.00							
Maine-Niles Association of Special Recreation									
MNASR									
15-095	7/30/2015	2,907.20	0.00	10/06/2015				False	0
205-580-515-5270	Purchased program services			Inclusion Services - July B					
	15-095 Total:	2,907.20							
15-101	7/31/2015	2,647.44	0.00	10/06/2015				False	0
205-580-515-5270	Purchased program services			Inclusion Services - July C					
	15-101 Total:	2,647.44							
15-121	8/28/2015	1,218.89	0.00	10/06/2015				False	0
205-580-515-5270	Purchased program services			Inclusion Services - August B					
	15-121 Total:	1,218.89							
	Maine-Niles Association o	6,773.53							
Maniscalco, Anthony									
MANISCAA									
PAYUMP15	9/13/2015	108.00	0.00	10/06/2015				False	0
205-540-515-5615	Awards			Payment for umpiring					
	PAYUMP15 Total:	108.00							
	Maniscalco, Anthony Total	108.00							

Menini Cartage Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MENICRT 45401	9/1/2015	1,551.15	0.00	10/06/2015				False	0
660-620-519-5760 Street materials - Aggregate				Gravel to fill trenches due to water break					
45401 Total:		1,551.15							
Menini Cartage Inc Total:		1,551.15							
MGP, Inc. MGPINC 2678	8/31/2015	891.20	0.00	10/06/2015				False	0
101-250-511-5599 Other contractual				GISC Staffing - August					
2678	8/31/2015	891.21	0.00	10/06/2015				False	0
101-000-210-2650 Contractor Permits Payable				GISC Staffing - August					
2678	8/31/2015	1,782.42	0.00	10/06/2015				False	0
660-620-519-5599 Other contractual				GISC Staffing - August					
2678 Total:		3,564.83							
MGP, Inc. Total:		3,564.83							
Nicor Gas NICOR 21-46-84-00003	9/8/2015	175.69	0.00	10/06/2015				False	0
205-560-515-5780 Utilities - government buildin				Pool - 8/7-9/8					
21-46-84-00003 Total:		175.69							
21-84-84-00004	9/14/2015	157.61	0.00	10/06/2015				False	0
660-620-519-5780 Utilities - government buildin				Pump Station - 3/10-9/9					
21-84-84-00004 Total:		157.61							
3017240000	9/9/2015	95.91	0.00	10/06/2015				False	0
101-420-511-5780 Utilities - government buildin				Public Services - 8/10/15-9/8/15					
3017240000 Total:		95.91							
31-46-84-00002	9/8/2015	1,360.67	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-560-515-5780	Utilities - government buildin				Parks - 8/7-9/8				
	31-46-84-00002 Total:	1,360.67							
5202340000	9/10/2015	199.03	0.00	10/06/2015				False	0
101-420-511-5780	Utilities - government buildin				Village Hall - 8/10/15-9/9/15				
	5202340000 Total:	199.03							
6202340000	9/10/2015	543.97	0.00	10/06/2015				False	0
101-420-511-5780	Utilities - government buildin				Public Safety - 8/10/15-9/9/15				
	6202340000 Total:	543.97							
70-61-47-04487	9/9/2015	96.66	0.00	10/06/2015				False	0
205-560-515-5780	Utilities - government buildin				7055 Kostner - 8/10-9/9				
	70-61-47-04487 Total:	96.66							
	Nicor Gas Total:	2,629.54							
Orange Crush LLC									
ORANGCRH									
492489	8/31/2015	574.07	0.00	10/06/2015				False	0
213-000-561-5490	R&M Road Repairs				Mod surface				
	492489 Total:	574.07							
492627	9/2/2015	277.89	0.00	10/06/2015				False	0
213-000-561-5490	R&M Road Repairs				Mod surface				
	492627 Total:	277.89							
	Orange Crush LLC Total:	851.96							
Patten Industries									
PATTEN									
PM600247663	9/4/2015	609.00	0.00	10/06/2015				False	0
101-420-511-5405	R&M - buildings				Generator monitoring system				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	PM600247663 Total:	609.00							
PM600247668	9/4/2015	609.00	0.00	10/06/2015	Generator monitoring system			False	0
	101-420-511-5405 R&M - buildings								
	PM600247668 Total:	609.00							
	Patten Industries Total:	1,218.00							
Penaloza, Daniela									
PENALOZA									
091415	9/14/2015	324.10	0.00	10/06/2015	Refund - Classes			False	0
	205-000-210-2430 Parks and Recs Control Deposi								
	091415 Total:	324.10							
	Penaloza, Daniela Total:	324.10							
Regional Emergency Dispatch									
REGIONAL									
EQUIP09-15	9/9/2015	1,398.00	0.00	10/06/2015	Wireless modems			False	0
	101-350-512-5730 Program supplies								
EQUIP09-15	9/9/2015	350.00	0.00	10/06/2015	Antennas			False	0
	101-350-512-5730 Program supplies								
	EQUIP09-15 Total:	1,748.00							
	Regional Emergency Dispa	1,748.00							
Ricoh Americas Corporation									
RICOH									
5037829344	9/4/2015	74.95	0.00	10/06/2015	Community Center Copier - September			False	0
	205-571-515-5730 Program supplies								
	5037829344 Total:	74.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Ricoh Americas Corporatio	74.95							
Robbins, Salomon & Patt, LTD									
RS&PLTD									
192004	9/11/2015	37.50	0.00	10/06/2015				False	0
	101-230-511-5399 Other professional services			General Business - August					
	192004 Total:	37.50							
192005	9/11/2015	1,282.50	0.00	10/06/2015				False	0
	101-230-511-5399 Other professional services			Municipal Prosecution/Traffic - August					
	192005 Total:	1,282.50							
192006	9/11/2015	1,012.50	0.00	10/06/2015				False	0
	101-230-511-5399 Other professional services			Adjudicative Hearings - August					
	192006 Total:	1,012.50							
	Robbins, Salomon & Patt,	2,332.50							
Schwartz, Morrie									
SCHWARTM									
PAYUMP15	9/13/2015	636.00	0.00	10/06/2015				False	0
	205-540-515-5615 Awards			Payment for umpiring & Assignor fee					
	PAYUMP15 Total:	636.00							
	Schwartz, Morrie Total:	636.00							
Schwartz, Norma									
SCHWARTN									
091615	9/16/2015	10.00	0.00	10/06/2015				False	0
	205-000-210-2430 Parks and Recs Control Deposi			Refund - Bingo Class					
	091615 Total:	10.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Schwatz, Norma Total:	10.00							
Sitelis, Maria									
SITELIS									
9.9.15	9/9/2006	215.60	0.00	10/06/2015				False	0
	205-503-515-5270 Purchased program services				Zumba Summer, Wednesday				
9.9.15	9/9/2006	249.34	0.00	10/06/2015				False	0
	205-503-515-5270 Purchased program services				Zumba Summer, Sunday, Wed				
9.9.15	9/9/2006	123.20	0.00	10/06/2015				False	0
	205-503-515-5270 Purchased program services				Zumba Summer II Drop In				
	9.9.15 Total:	588.14							
	Sitelis, Maria Total:	588.14							
Sky High Sports									
SKYHIGHS									
72315	7/23/2015	208.00	0.00	10/06/2015				False	0
	205-530-515-5270 Purchased program services				Summer Day Camp Field Trip				
	72315 Total:	208.00							
	Sky High Sports Total:	208.00							
Solid Waste Agency of Northern Cook County									
SOLIDWA									
5184	10/1/2015	19,124.00	0.00	10/06/2015				False	0
	101-440-514-5230 Garbage & recycling				FY 2016 O & M - November				
	5184 Total:	19,124.00							
	Solid Waste Agency of Nor	19,124.00							

The Fun Ones
THEFUN

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
45095	9/9/2015	490.00	0.00	10/06/2015				False	0
205-504-515-5270 Purchased program services				Pumpkin jump					
	45095 Total:	490.00							
	The Fun Ones Total:	490.00							
Training Concepts, Inc.									
TRAI									
25171	9/8/2015	126.95	0.00	10/06/2015				False	0
101-350-512-5730 Program supplies				CPR Cards					
	25171 Total:	126.95							
	Training Concepts, Inc. To	126.95							
Trizetto Provider Solutions									
TRIZETTO									
7108091500	9/1/2015	163.84	0.00	10/06/2015				False	0
101-000-410-4315 Ambulance & EMS fees				Claims transaction fee for ambulance invoices					
	7108091500 Total:	163.84							
	Trizetto Provider Solutions	163.84							
U.S. FoodService, Inc.									
USFOODSE									
2638565	9/2/2015	154.76	0.00	10/06/2015				False	0
205-563-515-5645 Concessions & food				Food for concession stand					
	2638565 Total:	154.76							
	U.S. FoodService, Inc. Tot	154.76							

Village of Lincolnwood, Police Pension Fund

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
VOLPPF									
1stQtr2015	9/11/2015	71,700.69	0.00	10/06/2015				False	0
101-300-512-5140 Employer police pension				Police Pension Fund Contribution					
	1stQtr2015 Total:	71,700.69							
	Village of Lincolnwood, Po	71,700.69							
Weinberg, Julie									
WEINBERJ									
091415	9/14/2015	38.00	0.00	10/06/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	091415 Total:	38.00							
	Weinberg, Julie Total:	38.00							
Welding Supply Inc.									
WELDINGS									
427346	9/2/2015	166.15	0.00	10/06/2015				False	0
205-530-515-5730 Program supplies				Helium tank replacement & delivery					
	427346 Total:	166.15							
	Welding Supply Inc. Total:	166.15							
Zoll Medical Corporation GPO									
ZOLLMEDC									
2282414	9/1/2015	420.00	0.00	10/06/2015				False	0
101-350-512-5660 EMS supplies				X series monitor case					
	2282414 Total:	420.00							
	Zoll Medical Corporation G	420.00							

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

Report Total:

194,524.66

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 09/24/2015 - 9:20AM
 Batch: 00102.10.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
American Traffic Solutions									
ATS									
INV000020231	8/31/2015	4,475.00	0.00	10/06/2015				False	0
101-300-512-5599	Other contractual			ATS Monthly Contractual fee - August					
INV000020231 Total:		4,475.00							
American Traffic Solutions		4,475.00							
Anderson Lock									
ANDERSON									
887101	9/8/2015	44.40	0.00	10/06/2015				False	0
101-420-511-5730	Program supplies			Keys for PW and Street Dept					
887101	9/8/2015	27.75	0.00	10/06/2015				False	0
101-440-513-5730	Program supplies			Keys for PW and Street Dept					
887101 Total:		72.15							
Anderson Lock Total:		72.15							
B & H Youth Soccer Club									
BHYOUTH									
FALL15	9/17/2015	3,876.60	0.00	10/06/2015				False	0
205-505-515-5270	Purchased program services			Fall Soccer league					
FALL15 Total:		3,876.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	B & H Youth Soccer Club	3,876.60							
Batteries Plus #890									
BATT									
890-105278-01	7/15/2015	38.76	0.00	10/06/2015				False	0
101-420-511-5730 Program supplies				Stylus Pro					
890-105278-01 Total:		38.76							
890-242476	9/11/2015	134.66	0.00	10/06/2015				False	0
101-420-511-5730 Program supplies				Stylus Pro + Redline light					
890-242476 Total:		134.66							
Batteries Plus #890 Total:		173.42							
Calalang, Alvin									
CALALANG									
2TRNSUN15	9/17/2015	350.00	0.00	10/06/2015				False	0
205-540-515-5615 Awards				Sunday Softball Tournament 2nd place					
2TRNSUN15 Total:		350.00							
Calalang, Alvin Total:		350.00							
Canon Solutions America									
CANN									
325464	9/1/2015	58.96	0.00	10/06/2015				False	0
101-210-511-5440 R&M - office equipment				Copier Maintenance - August - Police					
325464 Total:		58.96							
Canon Solutions America T		58.96							

Chicago Communications, LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CHGOCOMM									
275419	9/2/2015	774.40	0.00	10/06/2015				False	0
101-300-512-5410 R&M - communications equipm				Monthly Police Mobile radio maintenance - October					
	275419 Total:	774.40							
	Chicago Communications,	774.40							
Commonwealth Edison									
COMED									
1415030000	9/8/2015	77.20	0.00	10/06/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street lighting					
	1415030000 Total:	77.20							
142709057	9/8/2015	156.74	0.00	10/06/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street lighting					
	142709057 Total:	156.74							
1747130062	9/8/2015	84.54	0.00	10/06/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street lighting					
	1747130062 Total:	84.54							
2155160028	9/8/2015	90.71	0.00	10/06/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street lighting					
	2155160028 Total:	90.71							
3219170058	9/11/2015	88.34	0.00	10/06/2015				False	0
101-440-513-5785 Utilities - public way				Mtrd Street lighting					
	3219170058 Total:	88.34							
	Commonwealth Edison To	497.53							

Dash Medical Gloves
DASHMEDG

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
0949567	9/3/2015	188.70	0.00	10/06/2015				False	0
101-300-512-5730				Program supplies	Latex gloves - PD				
	0949567 Total:	188.70							
	Dash Medical Gloves Total	188.70							
Doje's Inc DOJESINC 19906	9/9/2015	191.45	0.00	10/06/2015				False	0
101-300-512-5730				Program supplies	Evidence Technician supplies				
19906	9/9/2015	14.04	0.00	10/06/2015				False	0
101-210-511-5720				Postage	Shipping				
	19906 Total:	205.49							
	Doje's Inc Total:	205.49							
D'Original Juzz Dance Group DORIGINA 912015	9/1/2015	2,397.50	0.00	10/06/2015				False	0
205-504-515-5270				Purchased program services	August 2015 collected (4 dates)				
	912015 Total:	2,397.50							
	D'Original Juzz Dance Gro	2,397.50							
Evident Crime Scene Products EVIDENT 98346A	9/10/2015	200.00	0.00	10/06/2015				False	0
101-300-512-5730				Program supplies	Misc ET supplies				
98346A	9/10/2015	27.00	0.00	10/06/2015				False	0
101-210-511-5720				Postage	Shipping				
	98346A Total:	227.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Evident Crime Scene Produ	227.00							
GFOA									
GFOACAP									
9212015	9/21/2015	435.00	0.00	10/06/2015				False	0
101-210-511-5730	Program supplies			GFOA Excellence in financial reporting					
	9212015 Total:	435.00							
	GFOA Total:	435.00							
Gorenstein, Aron									
GOREN									
1SFTSUM15	9/17/2015	400.00	0.00	10/06/2015				False	0
205-540-515-5615	Awards			Sunday Softball Summer 1st place					
	1SFTSUM15 Total:	400.00							
2TRNSUN15	9/17/2015	150.00	0.00	10/06/2015				False	0
205-540-515-5615	Awards			Sunday Softball tournament 2nd place					
	2TRNSUN15 Total:	150.00							
	Gorenstein, Aron Total:	550.00							
Got Laundry Chicago?, Inc.									
GOTLAUND									
276508	7/8/2015	43.00	0.00	10/06/2015				False	0
101-300-512-5730	Program supplies			Dry clean cell blankets					
	276508 Total:	43.00							
276856	7/16/2015	7.00	0.00	10/06/2015				False	0
101-300-512-5730	Program supplies			Dry clean cell blankets					
	276856 Total:	7.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
277543	7/30/2015	25.00	0.00	10/06/2015				False	0
101-300-512-5730				Program supplies	Dry clean cell blankets				
	277543 Total:	25.00							
277889	8/6/2015	6.00	0.00	10/06/2015				False	0
101-300-512-5730				Program supplies	Dry clean cell blankets				
	277889 Total:	6.00							
278271	8/13/2015	37.00	0.00	10/06/2015				False	0
101-300-512-5730				Program supplies	Dry clean cell blankets				
	278271 Total:	37.00							
278585	8/19/2015	13.00	0.00	10/06/2015				False	0
101-300-512-5730				Program supplies	Dry clean cell blankets				
	278585 Total:	13.00							
278850	8/27/2015	13.00	0.00	10/06/2015				False	0
101-300-512-5730				Program supplies	Dry clean cell blankets				
	278850 Total:	13.00							
	Got Laundry Chicago?, Inc	144.00							
Infinisource									
INFINI									
672680	9/10/2015	69.31	0.00	10/06/2015				False	0
101-400-511-5440				R&M - office equipment	Monthly maintenance on time clock				
672680	9/10/2015	47.80	0.00	10/06/2015				False	0
205-530-515-5730				Program supplies	Monthly maintenance on time clock				
672680	9/10/2015	184.03	0.00	10/06/2015				False	0
205-560-515-5405				R&M - buildings	Monthly maintenance on time clock				
	672680 Total:	301.14							
	Infinisource Total:	301.14							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Johnstone Supply									
JOHNSTON									
37496	9/9/2015	46.00	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Foam, tool kit for PD air conditioner					
	37496 Total:	46.00							
	Johnstone Supply Total:	46.00							
Kiesler's Police Supply									
KIESLERS									
742379C	9/10/2015	1,971.80	0.00	10/06/2015				False	0
101-300-512-5610 Ammunition & range supplies				Ammunition					
	742379C Total:	1,971.80							
	Kiesler's Police Supply Tot	1,971.80							
Landscape Concepts Management									
LANDSCAP									
94395	9/1/2015	2,835.00	0.00	10/06/2015				False	0
205-430-515-5250 Contract Maintenance				Landscaping maintenance - Centennial Park					
	94395 Total:	2,835.00							
	Landscape Concepts Mana	2,835.00							
Midwest Meter Inc									
MIDWESTM									
0070257-IN	9/9/2015	2,462.47	0.00	10/06/2015				False	0
660-620-519-5796 Water system repair parts				Lids and connectors for water meters					
	0070257-IN Total:	2,462.47							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Midwest Meter Inc Total:	2,462.47							
North East Multi-Regional Training NORTHEST									
199562	9/9/2015	50.00	0.00	10/06/2015				False	0
101-300-512-5590 Training				Arrest, Search & Seizure update					
	199562 Total:	50.00							
	North East Multi-Regional	50.00							
North Suburban Employee Benefit NSEBENEF									
Aug-15	9/4/2015	70,690.00	0.00	10/06/2015				False	0
102-000-210-2027 Health insurance premium with				Employee health insurance - August 2015					
	Aug-15 Total:	70,690.00							
Oct-15	9/17/2015	10,331.50	0.00	10/06/2015				False	0
102-000-210-2028 Dental insurance premium with				Dental Bill - October 2015					
	Oct-15 Total:	10,331.50							
	North Suburban Employee	81,021.50							
Northwest Police Academy NWPDACAD									
NWPA91015	9/10/2015	50.00	0.00	10/06/2015				False	0
101-300-512-5590 Training				Training Seminar					
	NWPA91015 Total:	50.00							
	Northwest Police Academy	50.00							

O'Connor, Timothy

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
OCONNOR 091415	9/14/2015	1,824.00	0.00	10/06/2015				False	0
101-300-512-5065 Tuition reimbursement				Reimbursement - Tuition assistance					
	091415 Total:	1,824.00							
	O'Connor, Timothy Total:	1,824.00							
Pitney Bowes PITNEYBO 2355016-SP15	9/13/2015	262.26	0.00	10/06/2015				False	0
101-210-511-5440 R&M - office equipment				Rental fees Aug 30 thru Sep 30					
	2355016-SP15 Total:	262.26							
	Pitney Bowes Total:	262.26							
Play Soccer PALYSOCC 91115	9/11/2015	1,110.00	0.00	10/06/2015				False	0
205-505-515-5270 Purchased program services				Fall Soccer uniforms					
	91115 Total:	1,110.00							
	Play Soccer Total:	1,110.00							
Rabin, Randy RABINR 2SFTSUM15	9/17/2015	225.00	0.00	10/06/2015				False	0
205-540-515-5615 Awards				Sunday Softball Summer 2nd place					
	2SFTSUM15 Total:	225.00							
	Rabin, Randy Total:	225.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
SDI USA, Inc. SDIUSA E57391	7/28/2015	334.00	0.00	10/06/2015				False	0
101-300-512-5420 R&M - data processing equipm				TN3270 Plus maintenance and support					
E57391 Total:		334.00							
SDI USA, Inc. Total:		334.00							
Secretary of State License Renewal SECOSTAT SOS091515	9/15/2015	202.00	0.00	10/06/2015				False	0
101-300-512-5599 Other contractual				Chief/DC license plate renewal					
SOS091515 Total:		202.00							
Secretary of State License		202.00							
Secretary of State/Dept of Police SECDEPT SOSCRV09	9/15/2015	20.00	0.00	10/06/2015				False	0
101-300-512-5599 Other contractual				Additional late fee for renewal					
SOSCRV09 Total:		20.00							
Secretary of State/Dept of P		20.00							
Smith Gamroth, Katie SMITGAM 091715	9/17/2015	1,937.81	0.00	10/06/2015				False	0
205-500-515-5065 Tuition Reimbursement				Educational assistance for two courses					
091715 Total:		1,937.81							
Smith Gamroth, Katie Tota		1,937.81							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
The Blue Line THEBLUEL 33000	9/11/2015	298.00	0.00	10/06/2015				False	0
101-200-511-5510 Advertising				Communications operator recruitment					
33000 Total:		298.00							
The Blue Line Total:		298.00							
Thorstenson, Kara THORSTEN 091715	9/17/2015	88.00	0.00	10/06/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class					
091715 Total:		88.00							
Thorstenson, Kara Total:		88.00							
Trans Union Corp TRANSU 8500634	8/25/2015	50.00	0.00	10/06/2015				False	0
101-300-512-5399 Other professional services				Monthly subscription fee					
8500634 Total:		50.00							
8500638	8/27/2015	18.25	0.00	10/06/2015				False	0
101-300-512-5399 Other professional services				Credit checks on applicants					
8500638 Total:		18.25							
Trans Union Corp Total:		68.25							
Tyco Integrated Security LLC ADTSS 25017061	9/5/2015	535.91	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Annual service for PW alarm system					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	25017061 Total:	535.91							
	Tyco Integrated Security L	535.91							
Velecico, Rodica VELECICO 150140	4/18/2015	2,000.00	0.00	10/06/2015				False	0
101-000-210-2620 Contractor bonds payable				Deposit refund - street opening					
	150140 Total:	2,000.00							
	Velecico, Rodica Total:	2,000.00							
West Central Municipal Confere WESTCENT 0006196-IN	8/31/2015	575.00	0.00	10/06/2015				False	0
101-440-513-5250 Landscaping services				Tree Consortium membership fee					
	0006196-IN Total:	575.00							
	West Central Municipal Co	575.00							
Westmont Auto Parts WESTMONT 9578	9/2/2015	113.88	0.00	10/06/2015				False	0
101-300-512-5480 R&M - vehicles				Filters for Police Dept					
	9578 Total:	113.88							
	Westmont Auto Parts Total	113.88							

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

Report Total:

112,757.77

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 09/28/2015 - 1:46PM
 Batch: 00103.10.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Ahmed, Najia									
AHMEDN									
092215	9/22/2015	70.00	0.00	10/06/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Trot training					
092215 Total:		70.00							
Ahmed, Najia Total:		70.00							
Amato, Stamo									
AMATO									
09212015	9/21/2015	172.00	0.00	10/06/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class					
09212015 Total:		172.00							
Amato, Stamo Total:		172.00							
Arrow Road Construction Co									
ARROWROA									
54505MB	9/8/2015	1,186.86	0.00	10/06/2015				False	0
213-000-561-5340 Engineering				UPM Cold patch material for pothole patching					
54505MB Total:		1,186.86							
Arrow Road Construction C		1,186.86							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Atlas Bobcat Inc ATLASB BB7815 101-440-513-5480 R&M - vehicles	9/8/2015	265.25	0.00	10/06/2015	Swing cylinder for stump grinder			False	0
	BB7815 Total:	265.25							
	Atlas Bobcat Inc Total:	265.25							
Auto Zone AUTOZ 5247148047 101-300-512-5480 R&M - vehicles	9/10/2015	60.00	0.00	10/06/2015	Brake tool for Squad #211			False	0
	5247148047 Total:	60.00							
	Auto Zone Total:	60.00							
Baqleh, Julia BAQLEH 09212015 205-000-210-2430 Parks and Recs Control Deposi	9/21/2015	172.00	0.00	10/06/2015	Refund - Class			False	0
	09212015 Total:	172.00							
	Baqleh, Julia Total:	172.00							
Bell Fuels, Inc. BELLFUEL 226995 101-350-512-5670 Fuel	7/1/2015	321.57	0.00	10/06/2015	Fuel for Village generator			False	0
	226995 Total:	321.57							
	Bell Fuels, Inc. Total:	321.57							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Best Quality Cleaning, Inc.									
BESTQU									
11349	9/20/2015	2,813.34	0.00	10/06/2015				False	0
101-420-511-5240 Janitorial				Cleaning Service - September					
11349	9/20/2015	416.66	0.00	10/06/2015				False	0
205-571-515-5240 Janitorial				Cleaning Service - September					
	11349 Total:	3,230.00							
	Best Quality Cleaning, Inc.	3,230.00							
Business Only Broadband									
BUSONLY									
63793	10/1/2015	250.00	0.00	10/06/2015				False	0
101-250-511-5580 Telephone				Back-up connetion- Internet access					
	63793 Total:	250.00							
63794	10/1/2015	250.00	0.00	10/06/2015				False	0
101-250-511-5580 Telephone				Wireless alarm internet access					
	63794 Total:	250.00							
	Business Only Broadband	500.00							
Call One									
CALLONE									
1010-7823-0001	9/15/2015	878.29	0.00	10/06/2015				False	0
101-210-511-5580 Telephone				Telephone - September - Admin/Police					
	1010-7823-0001 Total:	878.29							
1010-7823-0002	9/15/2015	426.43	0.00	10/06/2015				False	0
660-610-519-5580 Telephone				Telephone - September - Standpipe					
	1010-7823-0002 Total:	426.43							
1010-7823-0003	9/15/2015	250.96	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-210-511-5580 Telephone				Telephone - September - Police Radio					
	1010-7823-0003 Total:	250.96							
1010-7823-0004	9/15/2015	52.06	0.00	10/06/2015				False	0
205-560-515-5580 Telephone				Telephone - September - Aquatic					
	1010-7823-0004 Total:	52.06							
1010-7823-0005	9/15/2015	301.78	0.00	10/06/2015				False	0
660-610-519-5580 Telephone				Telephone - September - Public Works					
	1010-7823-0005 Total:	301.78							
1010-7823-0007	9/15/2015	30.51	0.00	10/06/2015				False	0
660-610-519-5580 Telephone				Telephone - September - PW Alarm line					
	1010-7823-0007 Total:	30.51							
1010-7823-0008	9/15/2015	30.57	0.00	10/06/2015				False	0
660-610-519-5580 Telephone				Telephone - September - Pump House					
	1010-7823-0008 Total:	30.57							
1010-7823-0010	9/15/2015	391.28	0.00	10/06/2015				False	0
101-210-511-5580 Telephone				Telephone - September - Municipal Center					
	1010-7823-0010 Total:	391.28							
1010-7823-0011	9/15/2015	210.00	0.00	10/06/2015				False	0
101-210-511-5580 Telephone				Telephone - September - Connection to Red					
1010-7823-0011	9/15/2015	50.00	0.00	10/06/2015				False	0
101-000-210-2650 Contractor Permits Payable				Telephone - September - Connection to Red					
	1010-7823-0011 Total:	260.00							
	Call One Total:	2,621.88							
Cassidy Tire									
CASSIDYT									
4183414	8/24/2015	425.00	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
660-620-519-5480 R&M - vehicles					Tires for Tractor #6				
4183414 Total:		425.00							
4183535	9/1/2015	425.00	0.00	10/06/2015				False	0
660-620-519-5480 R&M - vehicles					Tires for Tractor #7				
4183535 Total:		425.00							
4183576	9/4/2015	27.20	0.00	10/06/2015				False	0
205-430-515-5480 R&M - vehicles					Tube for lawn mower				
4183576 Total:		27.20							
4183579	9/4/2015	68.00	0.00	10/06/2015				False	0
205-430-515-5480 R&M - vehicles					Mount tires for Tractor #3				
4183579 Total:		68.00							
Cassidy Tire Total:		945.20							
CDW Government									
CDWGOV									
XV55938	9/4/2015	248.56	0.00	10/06/2015				False	0
101-250-511-5340 Maintenance Agreement Expen					Adobe license for Finance				
XV55938 Total:		248.56							
CDW Government Total:		248.56							
Chicago Communications, LLC									
CHGOCOMM									
275406	9/2/2015	24.03	0.00	10/06/2015				False	0
101-400-511-5410 R&M - communications equipm					C.C.S. Maintenance - Septebmer 2015				
275406	9/2/2015	27.06	0.00	10/06/2015				False	0
101-410-511-5410 R&M - communications equipm					C.C.S. Maintenance - Septebmer 2015				
275406	9/2/2015	34.59	0.00	10/06/2015				False	0
205-430-515-5410 R&M - communications equipm					C.C.S. Maintenance - Septebmer 2015				
275406	9/2/2015	39.59	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
660-620-519-5410 R&M - communications equipm				C.C.S. Maintenance - Septebmer 2015					
275406	9/2/2015	50.08	0.00	10/06/2015				False	0
101-440-513-5410 R&M - communications equipm				C.C.S. Maintenance - Septebmer 2015					
	275406 Total:	175.35							
	Chicago Communications,	175.35							
Emcor Services Team Mechanical Inc									
EMCOR									
3048434	9/2/2015	2,500.00	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Contract maintenance for September 2015					
	3048434 Total:	2,500.00							
	Emcor Services Team Mec	2,500.00							
Gelfund, Don									
GELFUND									
15-8408	8/24/2015	45.00	0.00	10/06/2015				False	0
101-400-511-5210 Animal control				Reimbursment - 50/50 animal control					
	15-8408 Total:	45.00							
	Gelfund, Don Total:	45.00							
Golf Mill Ford									
GOLFMILL									
383363P	9/10/2015	67.57	0.00	10/06/2015				False	0
101-300-512-5480 R&M - vehicles				Switch for Squad #200					
	383363P Total:	67.57							
383633P	9/15/2015	131.27	0.00	10/06/2015				False	0
205-430-515-5480 R&M - vehicles				Cluster Housing for Truck #19					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		383633P Total:							
383655P	9/16/2015	419.33	0.00	10/06/2015				False	0
205-430-515-5480 R&M - vehicles				End assembly for Truck #23					
		383655P Total:							
383656P	9/16/2015	419.33	0.00	10/06/2015				False	0
660-620-519-5480 R&M - vehicles				End assembly for Truck #7					
		383656P Total:							
383657P	9/16/2015	653.79	0.00	10/06/2015				False	0
101-440-513-5480 R&M - vehicles				End assembly and rod assembly for Truck #26					
		383657P Total:							
		Golf Mill Ford Total:							
		1,691.29							
Grainger									
GRAINGER									
9839314631	9/10/2015	135.64	0.00	10/06/2015				False	0
205-430-515-5730 Program supplies				Jaw wire stretcher for Proesel Park					
		9839314631 Total:							
		135.64							
		Grainger Total:							
		135.64							
Holland & Knight LLP									
HOLLAND									
08312015	8/31/2015	12,028.00	0.00	10/06/2015				False	0
101-230-511-5350 Legal - retainer				Retainer - August					
		08312015 Total:							
		12,028.00							
3239703	9/17/2015	371.00	0.00	10/06/2015				False	0
101-230-511-5370 Legal - review				Administrative Hearing Officer					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		371.00							
3239703 Total:		371.00							
3239709	9/17/2015	301.50	0.00	10/06/2015				False	0
101-230-511-5370				7370 N. Cicero Zoning					
		301.50							
3239709 Total:		301.50							
3239710	9/17/2015	1,905.50	0.00	10/06/2015				False	0
101-230-511-5370				6850 N. McCormick					
		1,905.50							
3239710 Total:		1,905.50							
3239711	9/17/2015	500.50	0.00	10/06/2015				False	0
101-230-511-5370				4459 N. Pratt					
		500.50							
3239711 Total:		500.50							
3239714	9/17/2015	222.50	0.00	10/06/2015				False	0
101-230-511-5370				Telecommunications Officer					
		222.50							
3239714 Total:		222.50							
3239717	9/17/2015	2,651.25	0.00	10/06/2015				False	0
101-230-511-5399				Prosecution					
		2,651.25							
3239717 Total:		2,651.25							
3239718	9/17/2015	6,148.00	0.00	10/06/2015				False	0
101-230-511-5360				Litigation					
		6,148.00							
3239718 Total:		6,148.00							
3240061	9/17/2015	629.50	0.00	10/06/2015				False	0
101-230-511-5370				School District					
		629.50							
3240061 Total:		629.50							
3240699	9/17/2015	1,728.00	0.00	10/06/2015				False	0
217-000-517-5399				Legal bills for NEID TIF UP Abandonment					
		1,728.00							
3240699 Total:		1,728.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Holland & Knight LLP Tot	26,485.75							
JCK Contractors									
JCKCONT									
17097	9/12/2015	1,800.00	0.00	10/06/2015				False	0
101-440-513-5599 Other Contractual				Loads of top soil					
	17097 Total:	1,800.00							
	JCK Contractors Total:	1,800.00							
Lennox, Nicholas									
LENNOX									
091515	1/15/2015	2,000.00	0.00	10/06/2015				False	0
460-000-561-6350 Sewer Fund				Sewer reimbursement program					
	091515 Total:	2,000.00							
	Lennox, Nicholas Total:	2,000.00							
Malnati Organization									
MALNATI									
E189033	9/16/2015	249.55	0.00	10/06/2015				False	0
101-100-511-5840 Meals				Dinner for Village Board meeting - 9/16/15					
	E189033 Total:	249.55							
	Malnati Organization Total	249.55							
Meade Electric Company Inc									
MEADELEC									
670678	9/15/2015	846.21	0.00	10/06/2015				False	0
101-440-513-5290 Street lights & traffic signal				Street light repair at Touhy to Devon					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	670678 Total:	846.21							
	Meade Electric Company I	846.21							
Mellos, Jimmy MELLOS 15-8405 101-400-511-5210 Animal control	8/13/2015	72.50	0.00	10/06/2015	Reimbursement - 50/50 animal control			False	0
	15-8405 Total:	72.50							
	Mellos, Jimmy Total:	72.50							
NAPA NAPA 182014 205-430-515-5480 R&M - vehicles	9/8/2015	65.20	0.00	10/06/2015	Buzzer for Tractor #2			False	0
	182014 Total:	65.20							
182066 101-410-511-5730 Program supplies	9/20/2015	11.95	0.00	10/06/2015	Condensor for Shop			False	0
	182066 Total:	11.95							
182991 205-430-515-5730 Program supplies	9/15/2015	7.12	0.00	10/06/2015	Fog lamp capsule for gator			False	0
	182991 Total:	7.12							
	NAPA Total:	84.27							
Orange Crush LLC ORANGCRH 492809 213-000-561-5490 R&M Road Repairs	9/4/2015	533.36	0.00	10/06/2015	Mod surface			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	492809 Total:	533.36							
492828	9/4/2015	187.68	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	492828 Total:	187.68							
493261	9/9/2015	336.30	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	493261 Total:	336.30							
493474	9/11/2015	723.93	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	493474 Total:	723.93							
493553	9/11/2015	180.32	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	493553 Total:	180.32							
493779	9/15/2015	735.73	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	493779 Total:	735.73							
493932	9/16/2015	531.59	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	493932 Total:	531.59							
	Orange Crush LLC Total:	3,228.91							
Raynor Door Co									
RAYNOR									
15-17008	9/14/2015	866.58	0.00	10/06/2015				False	0
	101-420-511-5405 R&M - buildings			Photocell system, relay contactor for overhead door					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	15-17008 Total:	866.58							
	Raynor Door Co Total:	866.58							
Schwatz, Norma SCHWARTN 092215	9/22/2015	80.00	0.00	10/06/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class					
	092215 Total:	80.00							
	Schwatz, Norma Total:	80.00							
Stanley Consultants, Inc. STANLEY 18	9/10/2015	26,474.10	0.00	10/06/2015				False	0
454-000-561-5340 Engineering				Touhy overpass					
	18 Total:	26,474.10							
	Stanley Consultants, Inc. T	26,474.10							
Suburban Laboratories, Inc. SUBURB 126177	8/31/2015	400.00	0.00	10/06/2015				False	0
660-620-519-5320 Consulting				Coliform testing and disinfectant by products					
	126177 Total:	400.00							
	Suburban Laboratories, Inc	400.00							
Tru Link Fence TRULNKM 38877	9/8/2015	90.00	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
205-430-515-5730					Program supplies	Fence materials for Tennis Court at Proesel Park			
		<u>90.00</u>			38877 Total:				
		<u>90.00</u>			Tru Link Fence Total:				
Zack, Isabel									
ZACKISA									
092215	9/22/2015	80.00	0.00	10/06/2015	205-000-210-2430 Parks and Recs Control Deposi	Refund - Class		False	0
		<u>80.00</u>			092215 Total:				
		<u>80.00</u>			Zack, Isabel Total:				
		<u><u>77,098.47</u></u>			Report Total:				

Accounts Payable

To Be Paid Proof List

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 Batch: 00104.10.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ADS Environmental Services									
ADSENVIR									
31950-0815	8/31/2015	11,679.12	0.00	10/06/2015			0000000557	False	1
660-620-519-5399 Other professional services					Flow Monitoring System				
31950-0815 Total:		11,679.12							
ADS Environmental Serv		11,679.12							
All Season's Screen Printing									
ALLSEASO									
5318	6/15/2015	770.40	0.00	10/06/2015				False	0
205-562-515-5730 Program supplies					Swim team shirts				
5318 Total:		770.40							
All Season's Screen Printin		770.40							
Amazon									
AMAZON									
125031660281	8/25/2015	400.00	0.00	10/06/2015				False	0
101-200-511-5799 Other materials & supplies					Standing desk				
125031660281 Total:		400.00							
127382557684	8/24/2015	13.93	0.00	10/06/2015				False	0
205-500-515-5440 R&M - office equipment					Standing mat				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	127382557684 Total:	13.93							
12907436505	9/1/2015	21.05	0.00	10/06/2015				False	0
101-100-511-5700	Office supplies			Supplies for Board meeting					
	12907436505 Total:	21.05							
139747823978	8/25/2015	205.43	0.00	10/06/2015				False	0
101-200-511-5700	Office supplies			Display for Conference presentation					
	139747823978 Total:	205.43							
142338323963	8/19/2015	139.94	0.00	10/06/2015				False	0
101-250-511-6530	Equipment - data processing			Laptop battery					
	142338323963 Total:	139.94							
166215861759	7/28/2015	-2.18	0.00	10/06/2015				False	0
101-350-512-5730	Program supplies			Refund sales tax					
	166215861759 Total:	-2.18							
175089141622	8/24/2015	400.00	0.00	10/06/2015				False	0
205-500-515-5440	R&M - office equipment			Standing desk					
	175089141622 Total:	400.00							
175542296957	8/11/2015	89.96	0.00	10/06/2015				False	0
101-350-512-5730	Program supplies			Organizer rack					
	175542296957 Total:	89.96							
234027945851	9/9/2015	10.97	0.00	10/06/2015				False	0
101-200-511-5700	Office supplies			HDMI Cable splitter					
	234027945851 Total:	10.97							
251782329401	8/28/2015	106.99	0.00	10/06/2015				False	0
101-350-512-5730	Program supplies			Office chair					
	251782329401 Total:	106.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
25570410821	8/26/2015	13.93	0.00	10/06/2015				False	0
101-200-511-5799				Other materials & supplies	Standing mat				
	25570410821 Total:	13.93							
256058491554	9/8/2015	84.49	0.00	10/06/2015				False	0
101-400-511-5730				Program supplies	Phone cases				
	256058491554 Total:	84.49							
262892295896	9/2/2015	20.48	0.00	10/06/2015				False	0
101-100-511-5700				Office supplies	Plates for Board dinners				
	262892295896 Total:	20.48							
279236213117	9/3/2015	17.99	0.00	10/06/2015				False	0
101-200-511-5700				Office supplies	Sign holders				
	279236213117 Total:	17.99							
41402936173	8/17/2015	29.98	0.00	10/06/2015				False	0
101-410-511-5410				R&M - communications equipm	Surge Protector				
	41402936173 Total:	29.98							
41403871438	8/17/2015	29.99	0.00	10/06/2015				False	0
101-440-513-5410				R&M - communications equipm	Surge Protector				
41403871438	8/17/2015	29.99	0.00	10/06/2015				False	0
205-430-515-5410				R&M - communications equipm	Surge Protector				
41403871438	8/17/2015	29.99	0.00	10/06/2015				False	0
660-620-519-5410				R&M - communications equipm	Surge Protector				
	41403871438 Total:	89.97							
54543826279	8/11/2015	22.28	0.00	10/06/2015				False	0
660-610-519-5580				Telephone	Phone case				
	54543826279 Total:	22.28							
6694705701	8/19/2015	51.09	0.00	10/06/2015				False	0
101-250-511-6530				Equipment - data processing	Laptop screen display				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	6694705701 Total:	51.09							
	Amazon Total:	1,716.30							
Avalon Petroleum									
AVALON									
16267	9/16/2015	581.89	0.00	10/06/2015				False	0
101-350-512-5670 Fuel					Fuel usage				
16267	9/16/2015	1,236.84	0.00	10/06/2015				False	0
101-440-513-5670 Fuel					Fuel usage				
16267	9/16/2015	231.83	0.00	10/06/2015				False	0
205-430-515-5670 Fuel					Fuel usage				
16267	9/16/2015	349.44	0.00	10/06/2015				False	0
660-620-519-5670 Fuel					Fuel usage				
	16267 Total:	2,400.00							
553533	9/16/2015	2,411.13	0.00	10/06/2015				False	0
101-300-512-5670 Fuel					Fuel usage				
553533	9/16/2015	197.32	0.00	10/06/2015				False	0
101-350-512-5670 Fuel					Fuel usage				
553533	9/16/2015	33.90	0.00	10/06/2015				False	0
101-410-511-5670 Fuel					Fuel usage				
553533	9/16/2015	206.11	0.00	10/06/2015				False	0
101-420-511-5670 Fuel					Fuel usage				
553533	9/16/2015	252.77	0.00	10/06/2015				False	0
101-440-513-5670 Fuel					Fuel usage				
553533	9/16/2015	294.62	0.00	10/06/2015				False	0
205-430-515-5670 Fuel					Fuel usage				
553533	9/16/2015	402.15	0.00	10/06/2015				False	0
660-620-519-5670 Fuel					Fuel usage				
	553533 Total:	3,798.00							
	Avalon Petroleum Total:	6,198.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CANONSOL 988536249	9/12/2015	290.08	0.00	10/06/2015				False	0
101-210-511-5440 R&M - office equipment				Maintenance for plotter - September					
	988536249 Total:	290.08							
	Canon Solutions America,	290.08							
Chicago Tribune CHGOTRIB 002205850	8/31/2015	93.89	0.00	10/06/2015				False	0
101-210-511-5510 Advertising				Legal notice					
	002205850 Total:	93.89							
3511330	8/20/2015	20.29	0.00	10/06/2015				False	0
205-500-515-5510 Advertising				Legal notice -Aquatic master plan					
	3511330 Total:	20.29							
	Chicago Tribune Total:	114.18							
Cook County Recorder of Deeds COOKCOUN 3517312015MEKEL	7/31/2015	96.00	0.00	10/06/2015				False	0
101-230-511-5399 Other professional services				Recording Fees - 1518313046					
	3517312015MEKEL Total	96.00							
	Cook County Recorder of D	96.00							
Douglas Truck Parts DOUGTK 191839	9/8/2015	127.00	0.00	10/06/2015				False	0
101-410-511-5730 Program supplies				Lamp, brake clean, tube, gloves					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	191839 Total:	127.00							
91990	9/11/2015	179.82	0.00	10/06/2015	Batteries for Tractor #6			False	0
	660-620-519-5480 R&M - vehicles								
	91990 Total:	179.82							
92187	9/16/2015	90.00	0.00	10/06/2015	Brake clean for Shop			False	0
	101-410-511-5730 Program supplies								
	92187 Total:	90.00							
	Douglas Truck Parts Total:	396.82							
Duntemann, Mark									
DUNTEMAN									
2015-34	9/29/2015	3,272.50	0.00	10/06/2015	Service request, nuisance tree removal permits			False	0
	101-400-511-5039 Other contract labor								
	2015-34 Total:	3,272.50							
	Duntemann, Mark Total:	3,272.50							
EJ Equipment									
EJ EQUIP									
70792	9/1/2015	284.66	0.00	10/06/2015	Foot counter for Truck #6			False	0
	660-620-519-5480 R&M - vehicles								
	70792 Total:	284.66							
	EJ Equipment Total:	284.66							
Elanar Construction									
ELANAR									
0724-04	9/22/2015	14,800.00	0.00	10/06/2015	O'Brien Park partial payment			False	0
	205-430-515-6350 Park Construction & Improvem								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	0724-04 Total:	14,800.00							
	Elanar Construction Total:	14,800.00							
Elite Printer Solutions ELITE									
3771	9/16/2015	83.98	0.00	10/06/2015				False	0
101-350-512-5700 Office supplies				Office supplies					
	3771 Total:	83.98							
	Elite Printer Solutions Tota	83.98							
Grainger GRAINGER									
9844282047	9/16/2015	39.06	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Industrial dispenser					
	9844282047 Total:	39.06							
9844282054	9/16/2015	99.46	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Silver soap dispenser					
	9844282054 Total:	99.46							
9845428367	9/17/2015	59.85	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Soap dispenser					
	9845428367 Total:	59.85							
9846548007	9/18/2015	374.81	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Electric water heater					
	9846548007 Total:	374.81							
	Grainger Total:	573.18							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Halogen HALOGEN 466721 205-560-515-5499 R&M - other	5/7/2015	2,776.54	0.00	10/06/2015	Parts for pump			False	0
466721 Total:		2,776.54							
470276 205-560-515-5499 R&M - other	6/17/2015	5,568.80	0.00	10/06/2015	Chemicals for pool			False	0
470276 Total:		5,568.80							
473277 205-560-515-5450 R&M - pool equipment	7/28/2015	343.81	0.00	10/06/2015	Markers for pool			False	0
473277 Total:		343.81							
474980 205-560-515-5499 R&M - other	8/21/2015	2,200.00	0.00	10/06/2015	Parts for pump			False	0
474980 Total:		2,200.00							
Halogen Total:		10,889.15							
HMO Healthcare Service Corporation HMO Oct 15 102-000-210-2027 Health insurance premium with	9/16/2015	29,418.18	0.00	10/06/2015	Employee Health Insurance PPO - Oct-15			False	0
Oct 15 Total:		29,418.18							
HMO Healthcare Service C		29,418.18							
Impact Networking, LLC IMPACT 555413 205-500-515-5440 R&M - office equipment	9/23/2015	19.50	0.00	10/06/2015	Shipping fees - copier			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	555413 Total:	19.50							
	Impact Networking, LLC T	19.50							
K & M Tire K&MTIRE 12001442	9/1/2015	428.00	0.00	10/06/2015				False	0
101-440-513-5480 R&M - vehicles				2 new tires for Tractor #3					
	12001442 Total:	428.00							
	K & M Tire Total:	428.00							
Kayak Chicago KAYAKCHI 91615	9/16/2015	1,000.00	0.00	10/06/2015				False	0
205-504-515-5270 Purchased program services				Family Fun Fest 2015					
	91615 Total:	1,000.00							
	Kayak Chicago Total:	1,000.00							
Lowe's Business Acc/GECE LOWES 2056	9/21/2015	168.83	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Shelving unit, spackling for Village Hall					
	2056 Total:	168.83							
2090	9/21/2015	316.80	0.00	10/06/2015				False	0
205-430-515-5730 Program supplies				Nailer air hose, roofing nail					
	2090 Total:	316.80							
2092	9/21/2015	234.50	0.00	10/06/2015				False	0
205-430-515-5730 Program supplies				Roof shingles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2092 Total:	234.50							
2149	9/2/2015	40.33	0.00	10/06/2015				False	0
	205-430-515-5730 Program supplies				Eye bolt, roller cover				
	2149 Total:	40.33							
2185	9/2/2015	298.39	0.00	10/06/2015				False	0
	101-420-511-5405 R&M - buildings				Air conditioner for PW				
	2185 Total:	298.39							
2214	9/2/2015	6.65	0.00	10/06/2015				False	0
	205-430-515-5730 Program supplies				Letters, pencil for Parks				
	2214 Total:	6.65							
2270	9/3/2015	52.61	0.00	10/06/2015				False	0
	101-420-511-5405 R&M - buildings				Brass pipe fittings for Sweeper				
	2270 Total:	52.61							
2278	9/14/2015	722.60	0.00	10/06/2015				False	0
	101-420-511-5405 R&M - buildings				Foundation mosaic, bullnose trim				
	2278 Total:	722.60							
2308	9/3/2015	75.13	0.00	10/06/2015				False	0
	205-430-515-6350 Park Construction & Improvem				Material for walkway around shelter				
	2308 Total:	75.13							
2327	9/3/2015	79.08	0.00	10/06/2015				False	0
	205-430-515-6350 Park Construction & Improvem				Material for walkway around shelter				
	2327 Total:	79.08							
2363	9/15/2015	33.23	0.00	10/06/2015				False	0
	101-420-511-5405 R&M - buildings				Tile adhesive				
	2363 Total:	33.23							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2408	9/4/2015	19.43	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Corner brace, wood glue					
	2408 Total:	19.43							
2619	9/17/2015	89.43	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Painter tape, paint brush					
	2619 Total:	89.43							
2631	9/17/2015	6.80	0.00	10/06/2015				False	0
205-430-515-5730 Program supplies				Epoxy adhesive, socket cap					
	2631 Total:	6.80							
2650	9/17/2015	68.15	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				PVC supply line, adapter fitting					
	2650 Total:	68.15							
2665	9/8/2015	94.16	0.00	10/06/2015				False	0
660-620-519-5730 Program supplies				Cable ties, duct tape, broom					
	2665 Total:	94.16							
2676	9/8/2015	12.50	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Epoxy putty					
	2676 Total:	12.50							
2720	9/18/2015	3.60	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				PVC adapter for PW					
	2720 Total:	3.60							
2727	9/18/2015	10.13	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Joint nut, tailpiece washer					
	2727 Total:	10.13							
2739	9/9/2015	81.19	0.00	10/06/2015				False	0
101-420-511-5405 R&M - buildings				Bar clamp, pocket knife					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2739 Total:	81.19							
2747	9/18/2015	68.64	0.00	10/06/2015				False	0
	101-420-511-5405 R&M - buildings				Copper coil pipe, compreson fitting				
	2747 Total:	68.64							
2793	9/9/2015	95.67	0.00	10/06/2015				False	0
	101-420-511-5405 R&M - buildings				Vac nozzle, valve, plastic hose				
	2793 Total:	95.67							
8601	9/10/2015	14.23	0.00	10/06/2015				False	0
	101-420-511-5730 Program supplies				Remote control for PW TV				
	8601 Total:	14.23							
8991	9/11/2015	53.15	0.00	10/06/2015				False	0
	205-430-515-5730 Program supplies				Primer paint, paint brush				
	8991 Total:	53.15							
	Lowe's Business Acc/GEC	2,645.23							
LPS Pavement									
LPS									
153838-2	9/15/2015	770.00	0.00	10/06/2015				False	0
	101-420-511-5405 R&M - buildings				Installation of engraved pavers				
	153838-2 Total:	770.00							
	LPS Pavement Total:	770.00							
Lurvey Landscape Supply									
LURVEY									
T1-10127489	9/18/2015	179.30	0.00	10/06/2015				False	0
	205-430-515-5680 Landscaping supplies				Bluegrass for Parks				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	T1-10127489 Total:	179.30							
T1-10128276	9/23/2015	358.60	0.00	10/06/2015				False	0
205-430-515-5680	Landscaping supplies			Bluegrass for Parks					
	T1-10128276 Total:	358.60							
	Lurvey Landscape Supply	537.90							
Madison National Life									
MADISON									
1184350	9/17/2015	151.29	0.00	10/06/2015				False	0
101-200-511-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	92.39	0.00	10/06/2015				False	0
101-210-511-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	86.04	0.00	10/06/2015				False	0
101-240-517-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	616.79	0.00	10/06/2015				False	0
101-300-512-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	17.02	0.00	10/06/2015				False	0
101-350-512-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	90.52	0.00	10/06/2015				False	0
101-400-511-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	9.35	0.00	10/06/2015				False	0
101-410-511-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	95.74	0.00	10/06/2015				False	0
101-440-513-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	57.79	0.00	10/06/2015				False	0
205-430-515-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	93.33	0.00	10/06/2015				False	0
205-500-515-5150	Insurance - group life & AD&D			Life insurance - October 2015					
1184350	9/17/2015	94.44	0.00	10/06/2015				False	0
660-620-519-5150	Insurance - group life & AD&D			Life insurance - October 2015					
	1184350 Total:	1,404.70							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		1,404.70							
Madison National Life Tot									
Marc Printing									
MARCP									
109604	9/18/2015	249.37	0.00	10/06/2015				False	0
660-610-519-5720 Postage				Mailing of water bills - Sept 2015					
		249.37							
109604 Total:		249.37							
		249.37							
Marc Printing Total:		249.37							
Martin Implement Sales Inc									
MARTINIM									
A44611	9/21/2015	259.53	0.00	10/06/2015				False	0
660-620-519-5480 R&M - vehicles				Seal kit for Tractor #7					
		259.53							
A44611 Total:		259.53							
		259.53							
Martin Implement Sales In		259.53							
McKenna Automotive									
MCKENNA									
20121278	9/4/2015	33.92	0.00	10/06/2015				False	0
660-620-519-5480 R&M - vehicles				O-Ring for Tractor #7					
		33.92							
20121278 Total:		33.92							
		33.92							
McKenna Automotive Tota		33.92							
Mid-Town Acquisition, LLC									
MIDTOWN									
887065-IN	6/4/2015	905.00	0.00	10/06/2015				False	0
101-300-512-5480 R&M - vehicles				Oil for PD Vehicles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	887065-IN Total:	905.00							
	Mid-Town Acquisition, LL	905.00							
Orange Crush LLC ORANGCRH 494114	9/18/2015	578.20	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	494114 Total:	578.20							
494252	9/18/2015	410.40	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	494252 Total:	410.40							
494307	9/21/2015	437.78	0.00	10/06/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	494307 Total:	437.78							
	Orange Crush LLC Total:	1,426.38							
Rapoport, Y RAPOPORT 150237	6/2/2015	1,000.00	0.00	10/06/2015				False	0
	101-000-210-2620 Contractor bonds payable			Refund - Driveway deposit					
	150237 Total:	1,000.00							
	Rapoport, Y Total:	1,000.00							
Rush Truck Centers of Illinois, Inc RUSHTRUC 3000082464	9/18/2015	732.59	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Gauge cluster for Truck #14					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	3000082464 Total:	732.59							
99436290	8/28/2015	13.96	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Clamps for Sweeper #2					
	99436290 Total:	13.96							
	Rush Truck Centers of Illin	746.55							
Sam's Club SAMSCL 999999	8/20/2015	120.00	0.00	10/06/2015				False	0
	101-210-511-5725 Bank & Credit Card Fees			Annual membership fee					
	999999 Total:	120.00							
CF150821	8/21/2015	50.00	0.00	10/06/2015				False	0
	101-210-511-5725 Bank & Credit Card Fees			Annual admin fee					
	CF150821 Total:	50.00							
	Sam's Club Total:	170.00							
Silvano, Victoria SILVANO 15-8407	8/20/2015	127.50	0.00	10/06/2015				False	0
	101-400-511-5210 Animal control			Reimbursement - 50/50 animal control					
	15-8407 Total:	127.50							
	Silvano, Victoria Total:	127.50							
Silver, Linden SILVER 092315	9/23/2015	10.00	0.00	10/06/2015				False	0
	205-000-210-2430 Parks and Recs Control Deposi			Refund - Lending Closet					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	092315 Total:	10.00							
	Silver, Linden Total:	10.00							
Standard Equipment Company									
STANDARD									
A44516	9/9/2015	216.75	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Inspection on sweeper					
	A44516 Total:	216.75							
C04524	7/27/2015	1,090.10	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Hoses for Sweeper #1					
	C04524 Total:	1,090.10							
C05271	8/10/2015	29.79	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Adapter for Sweeper #1					
	C05271 Total:	29.79							
C05315	8/10/2015	1,181.00	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Main broom for Sweeper #1					
	C05315 Total:	1,181.00							
C05326	8/10/2015	216.60	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Filter for Sweeper #1					
	C05326 Total:	216.60							
C05689	8/21/2015	53.99	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Air brake switch for Sweeper #1					
	C05689 Total:	53.99							
C06116	9/4/2015	47.13	0.00	10/06/2015				False	0
	101-440-513-5480 R&M - vehicles			Switches for PW vehicles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	C06116 Total:	47.13							
	Standard Equipment Comp	2,835.36							
Stansberry, George STANSBER 15-9402	9/17/2015	72.50	0.00	10/06/2015				False	0
101-400-511-5210 Animal control				Reimbursement - 50/50 animal control					
	15-9402 Total:	72.50							
	Stansberry, George Total:	72.50							
Thompson Elevator Inspection Service, Inc. THOMPSON 15-3308	9/9/2015	114.00	0.00	10/06/2015				False	0
101-240-517-5399 Other professional services				Semi-annual elevator reinspections					
	15-3308 Total:	114.00							
15-3425	9/16/2015	300.00	0.00	10/06/2015				False	0
101-240-517-5399 Other professional services				Elevator plan review					
	15-3425 Total:	300.00							
	Thompson Elevator Inspec	414.00							
United States Postal Service USPOSTAL PB092415	9/24/2015	25.42	0.00	10/06/2015				False	0
101-210-511-5720 Postage				Pitney Bowes postage					
PB092415	9/24/2015	88.33	0.00	10/06/2015				False	0
101-210-511-5720 Postage				Pitney Bowes postage					
PB092415	9/24/2015	5.46	0.00	10/06/2015				False	0
101-210-511-5720 Postage				Pitney Bowes postage					
PB092415	9/24/2015	78.49	0.00	10/06/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-210-511-5720 Postage PB092415	9/24/2015	43.61	0.00	10/06/2015	Pitney Bowes postage			False	0
101-210-511-5720 Postage PB092415	9/24/2015	65.13	0.00	10/06/2015	Pitney Bowes postage			False	0
205-500-515-5720 Postage PB092415	9/24/2015	18.59	0.00	10/06/2015	Pitney Bowes postage			False	0
101-210-511-5720 Postage PB092415	9/24/2015	46.36	0.00	10/06/2015	Pitney Bowes postage			False	0
101-210-511-5720 Postage PB092415	9/24/2015	583.16	0.00	10/06/2015	Pitney Bowes postage			False	0
660-610-519-5720 Postage					Pitney Bowes postage				
	PB092415 Total:	954.55							
	United States Postal Servic	954.55							
Warehouse Direct WAREHOUS 2811186-0	9/4/2015	112.34	0.00	10/06/2015				False	0
101-300-512-5700 Office supplies					Office supplies				
	2811186-0 Total:	112.34							
2811187-0	9/4/2015	229.60	0.00	10/06/2015				False	0
101-300-512-5700 Office supplies					Office supplies				
	2811187-0 Total:	229.60							
2811188-0	9/4/2015	198.12	0.00	10/06/2015				False	0
101-350-512-5700 Office supplies					Office supplies				
	2811188-0 Total:	198.12							
2816108-0	9/10/2015	99.06	0.00	10/06/2015				False	0
101-300-512-5730 Program supplies					Office supplies				
	2816108-0 Total:	99.06							
2816239-0	9/10/2015	277.47	0.00	10/06/2015				False	0
101-210-511-5700 Office supplies					Office supplies				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2816239-0 Total:	277.47							
	Warehouse Direct Total:	916.59							
Wholesale Direct Inc WHOLESAL 216162	8/17/2015	548.18	0.00	10/06/2015				False	0
660-620-519-5480 R&M - vehicles				LED Highlighter, riser mount kit for PW Shop					
	216162 Total:	548.18							
216398	3/1/2015	61.47	0.00	10/06/2015				False	0
660-620-519-5480 R&M - vehicles				Riser mount kit for PW Shop					
	216398 Total:	61.47							
	Wholesale Direct Inc Total	609.65							
Work' N Gear, LLC WRKNGEAR HA48487	8/27/2015	159.99	0.00	10/06/2015				False	0
101-440-513-5070 Uniform allowance				Clothing allowance					
	HA48487 Total:	159.99							
HA49116	9/9/2015	225.00	0.00	10/06/2015				False	0
660-620-519-5070 Uniform allowance				Clothing allowance					
	HA49116 Total:	225.00							
HA49117	9/9/2015	230.00	0.00	10/06/2015				False	0
101-410-511-5070 Uniform allowance				Clothing allowance					
	HA49117 Total:	230.00							
HA49118	9/9/2015	214.96	0.00	10/06/2015				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			
	HA49118 Total:	214.96							
HA49119	9/9/2015	227.97	0.00	10/06/2015				False	0
101-440-513-5070	Uniform allowance			Clothing allowance					
	HA49119 Total:	227.97							
HA49120	9/9/2015	189.99	0.00	10/06/2015				False	0
101-440-513-5070	Uniform allowance			Clothing allowance					
	HA49120 Total:	189.99							
HA50027	9/16/2015	36.96	0.00	10/06/2015				False	0
660-620-519-5070	Uniform allowance			Clothing allowance					
	HA50027 Total:	36.96							
	Work' N Gear, LLC Total:	1,284.87							
	Report Total:	99,403.65							

Request For Board Action

REFERRED TO BOARD: October 6, 2015

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance in Case #ZB-03-15 to Approve a Sign Variation for Property Located at 6801 North Cicero Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the September 16, 2015 Village Board meeting, the Village Board considered the Zoning Board of Appeals' (ZBA) recommendation to grant a Sign Variation requested by James Tarzon for the installation of a new sign package at the existing gas station located at 6801 North Cicero Avenue. The request is the result of a recent change in brands from Marathon to British Petroleum (BP).

The proposed sign package seeks to maintain the same number of wall signs for the gas station by replacing the "Marathon" canopy signs with the "BP logo" sign in the same location. The Sign Code allows a maximum of one wall sign per business per street frontage and, therefore, the gas station is limited to a maximum of two wall signs. The Variation allows two existing Dunkin' Donuts signs on the building and the two "BP logo" signs to be installed on the canopy above the gas pumps.

At its September 16, 2015 meeting, by a 6-0 vote, the Village Board moved to concur with the ZBA recommendation and directed the Village Attorney to prepare the requisite Ordinance. Consistent with the direction given the Village Attorney, attached for approval is the proposed Ordinance prepared by the Village Attorney.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance approving a Sign Variation as requested in Case #ZB-03-15 to permit a total of four wall signs (two canopy signs and two building wall signs) for the existing gas station at 6801 North Cicero Avenue.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-_____

**AN ORDINANCE GRANTING A SIGN VARIATION
FOR THE INSTALLATION OF CANOPY AND WALL SIGNS**

(6801 North Cicero Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF OCTOBER, 2015.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
___ day of October, 2015

Village Clerk

**AN ORDINANCE GRANTING A VARIATION
FOR THE INSTALLATION OF CANOPY AND WALL SIGNS**

(6801 North Cicero Avenue)

WHEREAS, MY MS LLC. ("**Owner**") is the record title owner of that certain property located in the B-2 General Business District ("**B-2 District**"), commonly known as 6801 North Cicero Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Property is used for the operation of a gasoline station ("**Gasoline Station**"); and

WHEREAS, the Gasoline Station, which was previously used to sell gasoline under the Marathon brand, is now used to sell gasoline under the BP brand; and

WHEREAS, in connection with the change in affiliation of the Gasoline Station, the Owner desires to install: (i) two new signs on the existing canopy on the Property, one of which will primarily face Pratt Avenue and the other of which will primarily face Cicero Avenue (collectively, the "**Canopy Signs**"); and (ii) maintain two wall signs on the building located on the Property, one of which will primarily face Pratt Avenue and the other of which will primarily face Cicero Avenue ("**Wall Signs**"); and

WHEREAS, pursuant to Section 11.04(4)i of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Owner may not direct both a Canopy Sign and a Wall Sign toward either Pratt Avenue or Cicero Avenue; and

WHEREAS, the Owner has filed an application for a variation from Section 11.04(4)(i) of the Zoning Ordinance to permit the installation on the Property of a total of four signs, with one Canopy Sign and one Wall Sign primarily facing each of Pratt Avenue and Cicero Avenue ("**Requested Variation**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("**ZBA**") to consider approval of the Requested Variation was duly advertised in the Lincolnwood Review on June 25, 2015, and was held on July 15, 2015, and August 19, 2015; and

WHEREAS, on August 19, 2015, the ZBA made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

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

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

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

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

SECTION 2. APPROVAL OF VARIATION. In accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby grant a variation from Section 11.04(4)i of the Zoning Ordinance to permit the installation of the Proposed Signs on the Property.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approval granted pursuant to Section 2 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

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

- B. Compliance with Plans.
 - 1. Except for minor changes and site work approved by the Village Zoning Officer (for matters within his permitting authority) in accordance with all applicable Village standards, and except as provide in Section 3.B.2 of this Ordinance, the installation, development, operation, and maintenance of all signs on the Property (including, without limitation, the Proposed Signs) must comply with those certain plans prepared by Tier 1 New Build, consisting of three sheets, with a latest revision date of August 19, 2014, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (collectively, the "**Sign Plans**").
 - 2. Notwithstanding any notation, depiction, measurement, or dimension on the Sign Plans to the contrary, the Proposed Signs must be installed, developed, operated, and maintained in strict compliance with and at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner is liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal fees, costs, and expenses incurred or accrued in connection

with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property and the Premises will be governed solely by the regulations of the B-2 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

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

SECTION 8. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this

reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

PASSED this ____ day of _____, 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

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

EXHIBIT A

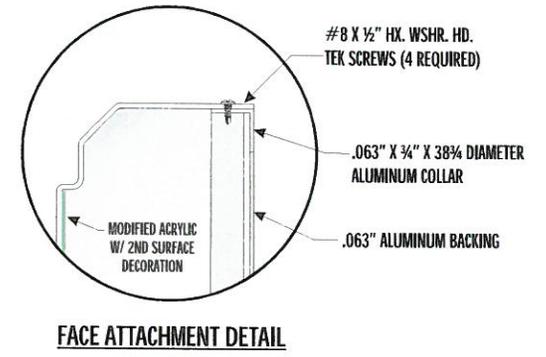
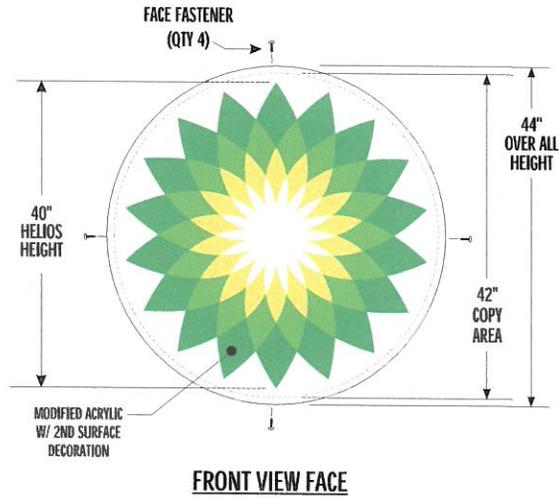
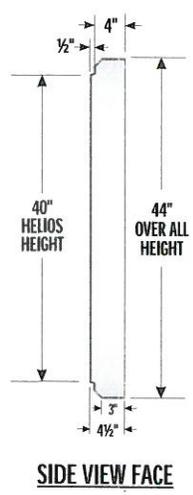
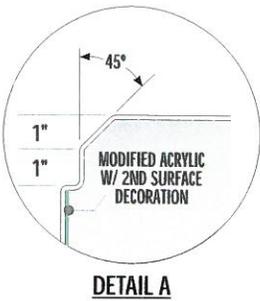
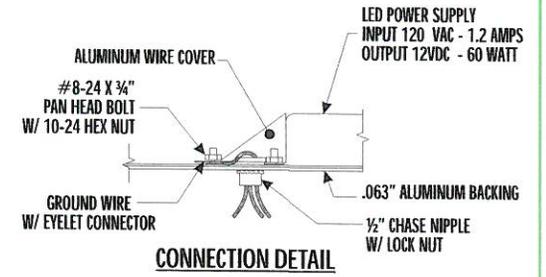
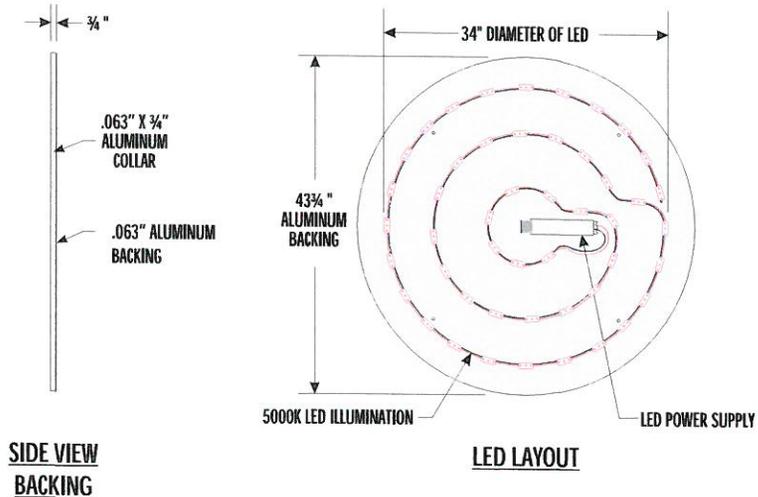
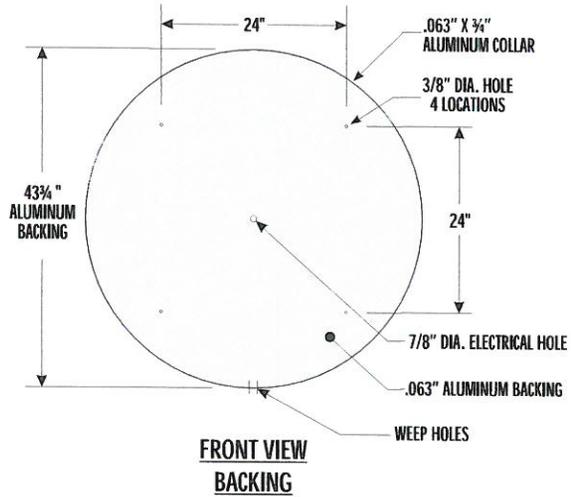
LEGAL DESCRIPTION OF THE PROPERTY

Lot 125 in "Lincolnwood Estates Second Addition" Being a Subdivision of Par of the Northwest A of Section 34, Township 41 North, Range 13, East of Third Principal Meridian, In Cook County, Illinois

Commonly known as: 6801 North Cicero Avenue, Lincolnwood, Illinois.

PINs: 10-34-121-026-0000

EXHIBIT B
SIGN PLANS



DESIGNATION:
44 INCH HELIOS

SignResource
IDENTITY GROUP
www.signresource.com
6135 District Blvd
Maywood, CA 90270
800.423.4283
Fax 323.560.7143

These documents represent prototypical design drawings created specifically for use by SignResource. Use of this unpublished work for any purpose other than the intended application is strongly discouraged. Disclosure or reproduction of any of the information contained within these documents without the written consent of the owner is strictly prohibited.

REV	DATE	DESCRIPTION	BY	APR

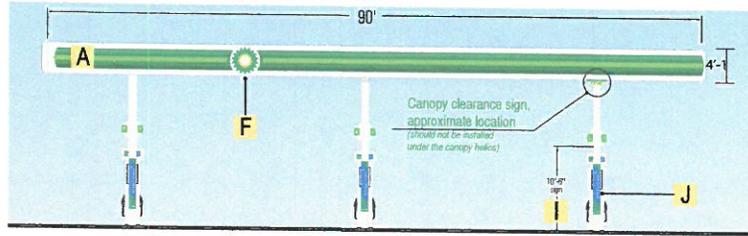
GRAPHICS DEPICTED ARE FOR ILLUSTRATIVE PURPOSES ONLY! USE ONLY APPROVED ARTWORK FOR PRODUCTION.

SHT.	2	BY:	MIKE J.	PART NO.	BGB44CID
OF	2	DATE:	08/19/2014	REVISION LEVEL:	A

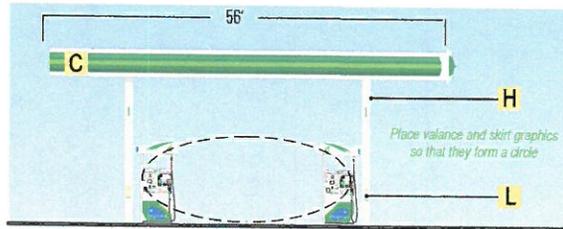
tier 1 new build
BRIGHT GREEN BEACONS-Design Development



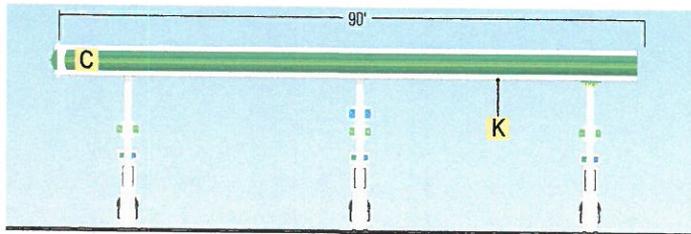
Front Elevation



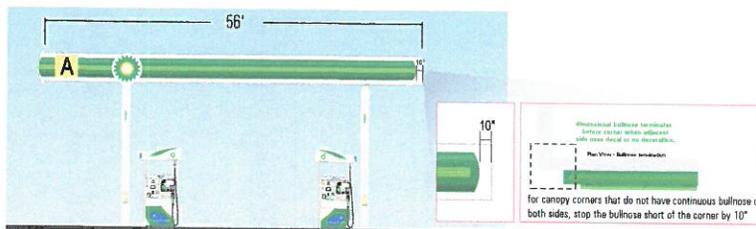
Left Elevation



Back Elevation



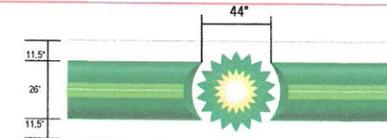
Right Elevation



See Site Notes page for specific paint codes and contact info.
 REMOVE ALL EXISTING SIGNAGE

- A Install BGB bull nose fascia with light bar
- B Install BGB ACM with no light bar
- C Install BGB flat ACM with 3D decal applied
 - Light bar
 - No light bar
- D Install BGB Flat ACM (Jobber supplied ACM), decal only through BP Parts. Must have approval from BP Jobber Engineer.
 - Light bar
 - No light bar
- E Paint existing flat ACM white and install bullnose decal. Must have approval from BP Jobber Engineer.
- F Install Helios without Helios arc
 - 39" Helios
 - 44" Helios
- G Install Helios (restricted P&Z only)
 - 30"
 - 36"
- H Paint canopy columns BP Pearl
- I Install flag signs 10'6" from the ground
- J Install Invigorate column wrap. Please install at a minimum of 3' above ground level & level with bottom edge of valance.
- K Canopy deck to be BP High Hiding White
- L Install credit card application holder

CANOPY DETAIL



NOTES

AERIAL MAP



Graham Enterprise -9970252
 6801 N. Cicero Ave Lincolnwood, IL 60712
 Level B
 Date: 04.2.2015



This is an original concept drawing created by Big Red Rooster Flow, LLC. It is submitted for use in connection with the project being planned for you by BRRFlow. All or any part of this design (except registered trademarks) remains the property of BRRFlow. This drawing is not to scale. For all questions regarding the scope of the project, please contact Jacklyn Bundy 847.886.0756 or The Brand Marketing Engineer, Michelle Knapp 847.346.712.

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, MY MS LLC. ("**Owner**") is the record title owner of that certain property located in the B-2 General Business District ("**B-2 District**"), commonly known as 6801 North Cicero Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, Ordinance No. 2015-_____, adopted by the Village President and Board of Trustees on _____, 2015 ("**Ordinance**"), grants a variation from "The Village of Lincolnwood Zoning Ordinance" for the installation of wall signs on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of a variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

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

ATTEST:

MY MS LLC

By: _____

By: _____

Its: _____

Its: _____

Request For Board Action

REFERRED TO BOARD: October 6, 2015

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of an Ordinance (A) Waiving the Bid Process and Awarding a Proposal to Stanley Consultants to Perform Phase II Engineering for a Bicycle/Pedestrian Overpass at Touhy Avenue on the ComEd ROW, (B) Authorizing the Village President to Execute both a Preliminary Engineering Agreement for Federal Participation and a Local Agency Agreement for Federal Participation for Phase II Engineering for a Bicycle/Pedestrian Overpass at Touhy Avenue on the ComEd ROW

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On 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 (ComEd ROW). The total grant awarded was for \$1,464,000 or 80% of the cost of the entire project, with the Village responsible for a 20% match or \$366,000.

On March 5, 2013 the Village awarded a contract to Stanley Consultants ("Stanley") to perform Phase I engineering. On January 30, 2014 the Illinois Department of Transportation (IDOT) approved the phase I engineering agreement and issued a notice to proceed with the design. During 2014, three public meetings were held at regularly scheduled Park Board meetings to discuss the project.

At the final Park Board meeting held on October 14, 2014 the Park Board voted unanimously to recommend to the Village Board to move forward with a Span Truss Bridge with mechanically stabilized embankment ("MSE") approach walls made of corten steel.

On November 14, 2014 a Village Board meeting was held to discuss the Park Board's recommendation as well as moving forward with a public hearing on the project. The Village Board also discussed updated cost estimates which estimated the construction cost for the bridge at approximately \$3.7 million. The Village Board voted unanimously to direct staff to return to the Congestion Mitigation Air Quality (CMAQ) Selection Committee to request additional CMAQ funds and to schedule a public hearing on the conceptual plan, should additional funding be approved.

On February 19, 2015 staff requested additional funding from the CMAQ Selection Committee. At the meeting a funding increase for Phase I, II and III was approved. The updated funding amounts are as follows:

Phase I Engineering

Grant Amount- \$159,000

Local Match- \$40,000

Phase II Engineering

Grant Amount- \$231,000

Local Match- \$58,000

Phase III Engineering & Construction

Grant Amount- \$3,179,000

Local Match- \$795,000

On May 5, 2015 a public hearing was held to discuss the conceptual design. Upon receiving public comments the public hearing was closed and discussion ensued among the Village Board. Concerns were raised regarding the aesthetics of the bridge design. The Village Board directed staff to return to the following meeting to continue the discussion regarding moving forward with the recommended Phase I design and for staff to review the architectural design elements, provide updated options if available within the budget, and bridge type guidelines discussed thus far.

On May 19, 2015 the Village Board unanimously approved the Phase I Concept plan for the project.

Once the attached agreements are executed they will be submitted to Illinois Department of Transportation (IDOT) for signatures. Upon receiving the executed agreements from IDOT Stanley Consultants will begin Phase II engineering for the overpass.

FINANCIAL IMPACT: \$312,000 has been budgeted in the FY 15/16 Com-Ed ROW Bike Path Fund for engineering costs.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Proposed Preliminary Engineering Agreement for Federal Participation
3. Proposed Local Agency Agreement for Federal Participation
4. Stanley Consultants Proposal

RECOMMENDED MOTION:

Move to approve an Ordinance approving a local public agency agreement for federal participation, waiving competitive bidding and approving a design services agreement for the Touhy Avenue Overpass.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015- _____

**AN ORDINANCE APPROVING A LOCAL PUBLIC AGENCY
AGREEMENT FOR FEDERAL PARTICIPATION,
WAIVING COMPETITIVE BIDDING AND APPROVING
A DESIGN SERVICES AGREEMENT FOR THE TOUHY AVENUE OVERPASS**

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

WHEREAS, the Illinois Department of Transportation ("**IDOT**") issues grants through the Congestion Mitigation and Air Quality Program ("**CMAQ**") for surface transportation improvements designed to improve air quality and mitigate congestion; and

WHEREAS, the Village has obtained a CMAQ grant from IDOT to support the construction of a bicycle and pedestrian overpass over Touhy Avenue ("**Project**"); and

WHEREAS, the Village previously retained Stanley Consultants, of Chicago, Illinois ("**Stanley**"), to provide Phase I engineering services related to the Project; and

WHEREAS, the Village now desires to provide for the preliminary design of the Project improvements ("**Phase II Design Services**"); and

WHEREAS, in order to commence the Phase II Design Services necessary for the Project and to receive the CMAQ grant, IDOT requires that the Village enter into: (i) a Local Public Agency Agreement for Federal Participation with IDOT ("**Local Agency Agreement**"), establishing the guidelines for the use of the CMAQ grant and the respective responsibilities of the Village and IDOT for the funding and completion of the Phase II Design Services and the Project; and (ii) a Preliminary Engineering Services Agreement with Stanley for the provision of the Phase II Design Services for the Project ("**Design Services Agreement**") (the Local Agency Agreement and the Design Services Agreement are, collectively, the "**Agreements**"); and

WHEREAS, the Village President and Board of Trustees have determined that Stanley is qualified to provide the Phase II Design Services in an efficient and cost-effective manner, and that it is appropriate and in the best interest of the Village for Stanley to provide the Phase II Design Services; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to: (i) enter into the Local Agency Agreement with IDOT; and (ii) waive competitive bidding to enter into the Design Services Agreement with Stanley to provide the Phase II Design Services, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("**Village Code**");

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

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

SECTION 2. APPROVAL OF LOCAL AGENCY AGREEMENT. The Local Agency Agreement by and between the Village and IDOT is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and Village Attorney.

SECTION 3. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Phase II Design Services and the Design Services Agreement are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 4. APPROVAL OF DESIGN SERVICES AGREEMENT. The Design Services Agreement by and between the Village and Stanley is hereby approved in substantially the form attached to this Ordinance as **Exhibit B**, and in a final form to be approved by the Village Manager and Village Attorney.

SECTION 5. EXECUTION OF AGREEMENTS. The Village President and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreements and all necessary documentation related thereto.

SECTION 6. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 7. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 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

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

#37400488_v1

EXHIBIT A

LOCAL AGENCY AGREEMENT

EXHIBIT B

DESIGN SERVICES AGREEMENT

Local Agency Village of Lincolnwood	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Stanley Consultants
County Cook				Address 8501 W. Higgins Rd, Suite 730
Section 12-00059-00-BR				City Chicago
Project No. CMM-4003(024)				State IL
Job No. D-91-435-12				Zip Code 60631
Contact Name/Phone/E-mail Address Ashley Engelmann/(847)745-4859/aengelmann@lwd.org	Contact Name/Phone/E-mail Address Paul Schneider/(773)693-9624/schneiderpaul@stanleygroup.com			

THIS AGREEMENT is made and entered into this 06 day of October, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Touhy Avenue Route FAU 1340 Length 0.12 Mi Structure No. 016-6347

Termini Kilpatrick Avenue to Kilbourn Avenue

Description All Phase II Design Engineering for a pedestrain and bicycle bridge over Touhy Avenue for the Skokie Valley Bike Trail.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Stanley Consultants	42-1320758	\$252,073.72

Sub-Consultants:	TIN Number	Agreement Amount
Muller and Muller, Ltd.	36-3652558	\$35,925.80
	Sub-Consultant Total:	\$35,925.80
	Prime Consultant Total:	\$252,073.72
	Total for all Work:	\$287,999.52

Executed by the LA:

Village of Lincolnwood

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Stanley Consultants

By: _____

By: _____

Title: Vice President

Title: Chicago Operations Group Manager

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Lincolnwood			X	
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	12-00059-00-BR	CMAQ			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-435-12	CMM-4003(024)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Touhy Avenue Route FAU 1340 Length 0.12 Mi
Termini Kilpatrick Avenue to Kilbourn Avenue

Current Jurisdiction STATE TIP Number 02-12-0003 Existing Structure No N/A

Project Description

All Phase II Design Engineering for a pedestrian and bicycle bridge over Touhy Avenue for the Skokie Valley Bike Trail.

Division of Cost

Type of Work	CMAQ	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	231,000	(*)	()	58,000	(BAL)	289,000
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 231,000			\$ 58,000		\$ 289,000

* Maximum FHWA (CMAQ) participation 80% not to exceed \$231,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map.

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Gerald C. Turry

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005973 conducting business as a Governmental
Entity.

DUNS Number 085870525

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

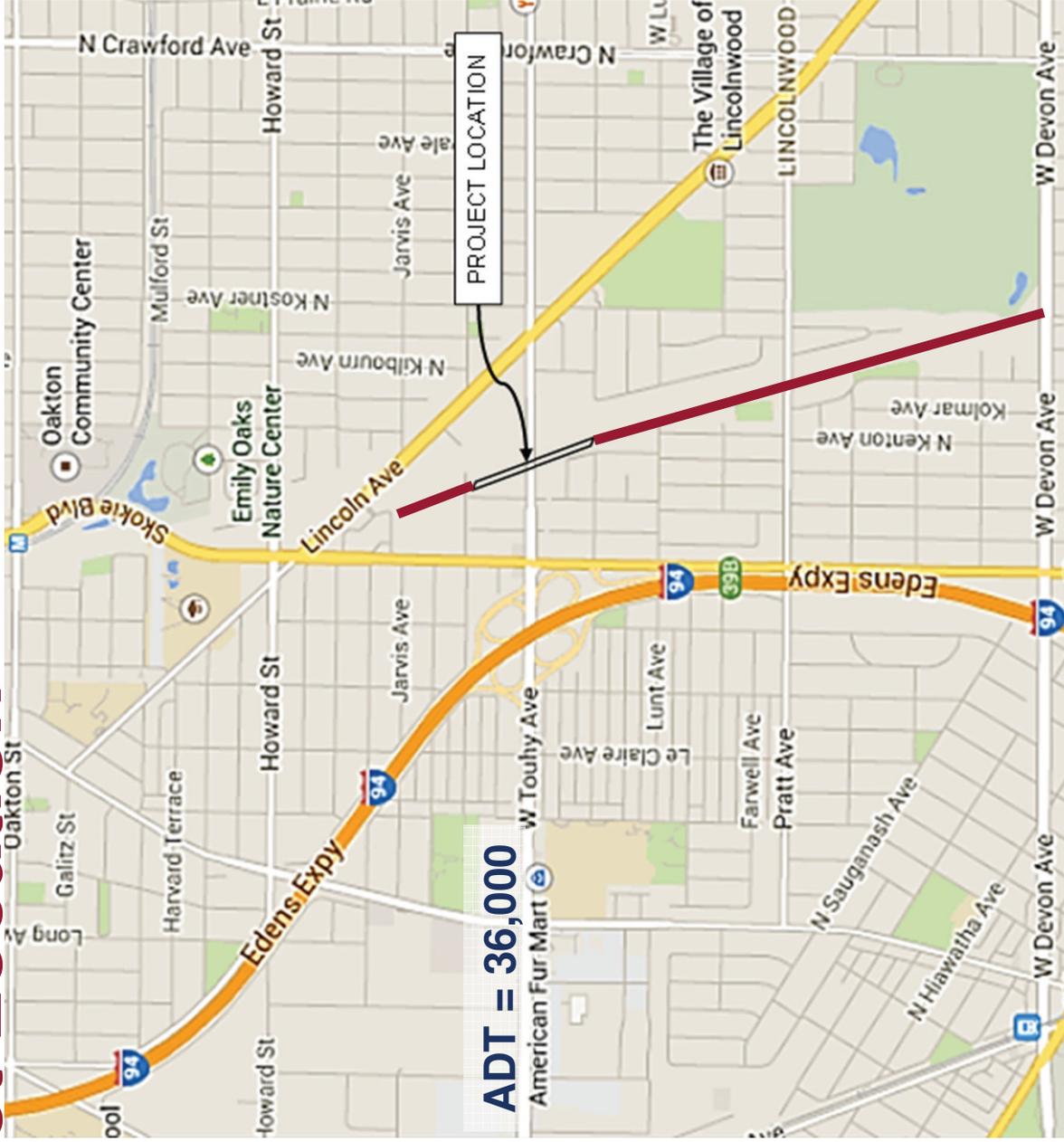
Date

Jim Ofcarcik, Acting Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Project Location



Touhy Avenue Bridge, Skokie Valley Trail

Phase II Scope of Services

Introduction

Phase II (design) engineering services will be provided for the preparation of plans, specifications and cost estimates for the construction of Bicycle/Pedestrian overpass of Touhy Avenue along the Skokie Valley Trail.

The general scope will include removal of the existing Skokie Valley Trail at-grade crossing at Touhy Avenue and construction of the overpass utilizing prefabricated bridges. The existing at-grade crossing will be maintained during the construction of the bridge. The improvements will also include local access ramps on both sides of Touhy Avenue. Supplemental access stairs will be included on the east side of the structure on both sides of Touhy Avenue.

The proposed structure includes three spans with prefabricated truss bridges. The bridge approaches will be constructed on engineered fill between Mechanically Stabilized Earth (MSE) walls to meet the existing trail at the north and south end. The architectural elements will include:

- Column treatments
- Abutment features
- Retaining wall façade
- Lincolnwood sign and lighting
- Enhanced bridge railing
- Landscaping within the improvement limits

The architectural elements, landscaping and lighting will be finalized during this phase with additional coordination with the Village staff. Our subconsultant, Muller and Muller, Ltd will design the architectural elements of the bridge. We propose the following scope of services:

I. Data Collection

A. Utility Atlases

Stanley Consultants (CONSULTANT) will request current utility atlases from utility agencies to update our existing CAD file. The utility coordination table will be revised and kept up-to-date.

- Coordinate a JULIE design locate
- Coordinate with utilities where a potential conflict has been identified

B. Topographic Survey

Complete topographic route survey will be performed by CONSULTANT for the project site. Survey information provided will include the following:

- Existing Skokie Valley Trail and the at-grade crossing.
- Points of access to properties, catch basins, inlets, fire hydrants, manholes, hand holes, traffic signals, fences, pavement, curbs and other manmade improvements
- Conventional elevation surveys at intervals and at locations necessary to create DTM
- Tree survey within the ROW for trees having a diameter of greater than 6" will be performed with location and size of trees

Phase II Scope of Services

- Elevations on paved surfaces to 0.01 of a foot
- Elevations on other surfaces to 0.10 of a foot
- Elevation data at ROW and additional areas outside of ROW as directed by the CONSULTANT, edge of sidewalks, centerline of driveways, edge of pavement, centerline of pavement, edge of curb, flow-line of curb, back of curb, and ground elevation at break points
- Location of roadways, driveways, paved paths, and parking lots
- Location of fences and other evidence of occupation
- Identify manholes, catch basins, valve vaults, and other surface indications of subsurface utilities.

II. Aesthetics (Architectural, Landscaping and Accent Lighting) Design Development

The architectural, landscaping and accent lighting elements were conceptually reviewed during the preliminary engineering phase of the project. These elements will be developed further and presented to the Village for final selection.

Muller and Muller, Ltd in coordination with Stanley Consultants will refine architectural elements which include Lincolnwood identifier sign, handrails on bridge, bridge columns and exposed architectural treatment of the two cast-in-place architectural stairs or precast cladding over cast in place stairs.

The CONSULTANT will recommend three landscaping alternatives and prepare renderings to illustrate the alternatives for proposed landscaping in the vicinity of the bridge. Concepts may include a variety of landscape approaches i.e, low impact, low maintenance and high impact, gateway quality landscape.

A lighting alternative analysis will be conducted to evaluate the types of lighting required to enhance the aesthetics of the bridge:

- The location and intensity of the accent lights for columns and bridge
- Village sign illumination

The CONSULTANT will recommend three alternatives and prepare renderings to illustrate the alternatives.

III. Contract Documents

The contract documents will include:

- A. Plans
- B. Permits
- C. Cost Estimate
- D. Specifications
- E. Estimate of Time

Phase II Scope of Services

The contract documents will be prepared in three stages as follows

- Preliminary – 60% (Village only)
- Prefinal – 90%
- Final – 100%

A. Plan Preparation

1. Summary of Quantities

It is anticipated that one table will be provided on one sheet with a maximum of 12 columns for the breakout of quantities. The quantities will be identified by funding codes.

2. Typical Sections

It is anticipated that existing and proposed typical sections will be required for the multiuse path and bridge.

3. Alignment & Ties

One plan sheet is anticipated to layout the alignment for the project and indicate ties and benchmarks.

4. Maintenance of Traffic

Stanley Consultants will develop a detour plan if required by IDOT for the closure of Touhy Avenue during the erection of the bridge. The remaining construction of the bridge and retaining walls will be constructed using standard IDOT details for temporary lane closures if required.

5. Plan and Profile Plan

It is anticipated that the plan sheet will be at a 1:50 scale on a 2-view plan sheet with existing and removals shown in the top view and proposed shown on the bottom view. The profile will be shown on a separate sheet.

6. Utility Plan

A plan will be prepared to identify relocation of utilities that are in conflict with the proposed improvements.

7. Structural Plans

Final structure plans will be prepared for the bridge and approach retaining walls as follows:

Bridge Plans & Spec's SN 016-6347

- General Plan & Elevation
- Pre-Fab Truss Details
- South Abutment Plan and Elevation with Reinforcement Details
- South Abutment Foundation Details
- North Abutment Plan and Elevation with Reinforcement Details
- North Abutment Foundation Details
- Monolith Details

Phase II Scope of Services

- Pier 1 & 2 Plan and Elevation with Reinforcement Details
- Pier 1 & 2 Foundation Details
- Bearing Details
- Pedestrian Railing
- South and North Bridge Approach Pavement Details
- Soil Boring Logs

South Approach Retaining Walls 1A, 1B & 1C

- General Plan & Elevation
- Typical Wall Sections and Details
- Reinforced Coping Details
- Bicycle Railing
- Concrete Stair Details
- Soil Boring Logs

North Approach Retaining Walls 2A, 2B & 2C

- General Plan & Elevation
- Typical Wall Sections and Details
- Reinforced Coping Details
- Bicycle Railing
- Concrete Stair Details
- Soil Boring Logs

8. Architectural Plans (by Muller and Muller, Ltd.)

The scope of work will consist of contract documents for the architectural elements of a bridge for the Skokie Valley Trail over Touhy Avenue. M+M will work with Stanley Consultants to provide contract documents for architectural elements which include Lincolnwood identifier sign, handrails on bridge, bridge columns and exposed architectural treatment of the two cast-in-place architectural stairs or precast cladding over cast in place stairs.

9. Accent Lighting Plan

A lighting plan will be prepared for the anticipated accent lights for the columns, bridge applications and back-lit Village sign.

10. Landscaping Plan

Landscaping plans will be prepared for proposed landscaping in the vicinity of the bridge and the local trail access. All landscape plant selections will be appropriate to the surrounding environment and will be respectful to long term maintenance considerations.

11. Erosion and Sediment Control Plan

An erosion and sediment control plan will be prepared to identify measures to protect adjacent properties and drainage structures in the vicinity of the project.

12. Cross Sections

It is anticipated that path cross sections will be provided at 50-foot intervals.

Phase II Scope of Services

13. Standard Details

Anticipated standard details will include Traffic Control and Protection and Detour Signing for State Highways.

A summary of anticipated sheets is as follows:

	Description	Sheets
1	Title	1
2	Index, General Notes and Standards	1
3	Summary of Quantities	3
4	Typical Sections	1
5	Alignment and Ties	1
6	Maintenance of Traffic Plan	1
7	Plan and Profile	2
8	Utility Plan	1
9	Structural Plans	46
10	Architectural Plans	8
11	Accent Lighting Plan	3
12	Lighting Details	3
13	Landscaping Plan	6
14	Landscaping Details	3
15	Erosion and Sediment Control Plan	1
16	Cross sections	7
17	Standard Details	4

B. Permits

As the project will disturb more than one acre, an NPDES permit is required. The preparation of the SWPPP is included in the preparation of the NPDES permit.

Impacts are anticipated to the wetlands within the improvement limits. The scope of work regarding the wetlands impact includes the following:

- Coordinate with MWRD / USACE including preparing submittal requesting jurisdictional determination and permit requirements
- Complete the MWRD Watershed Management Permit application
- Prepare and Submit WMO Schedules and Exhibits

C. Cost Estimate

Construction Estimate of Cost will be prepared using form BLR 11510 using current bid tabs for projects of similar size. A blank Estimate of Cost and cost breakdown of lump-sum items will be prepared.

Phase II Scope of Services

D. Specifications

Specifications including Local Roads and Streets and BDE Special Provisions will be prepared. Additional special provisions provided by the Village will be included.

E. Estimate of Time Required

The Estimate of Time will be prepared using form BDE 220A.

A disposition of comments will be prepared after each submittal for comments provided by the Village and IDOT.

IV. Meetings and Coordination

1. Meetings

It is anticipated that there will be six meetings throughout the duration of preparation of contract documents. Three meetings are included to discuss architectural elements, accent lighting and the landscaping alternatives. Three meetings are included to discuss plan review comments. The time to complete minutes is included in the time per meeting.

2. Field Checks

An initial field check will be held with the project team and one additional field check as needed to verify existing conditions and constraints.

3. Utility Coordination

Coordination is anticipated with ComEd to review conflicts and to access the power source for proposed lighting. Two meetings are included. Additional coordination is anticipated with other utilities to review conflicts.

4. Coordination with Subconsultants

The CONSULTANT will coordinate with subconsultants during the duration of the project. Three coordination meetings are included to discuss the project with Muller and Muller, Ltd.

5. Special Waste Coordination

Coordination is anticipated with IDOT and ComEd to identify special waste removal and disposal requirements within and in the vicinity of their respective ROW. A Preliminary Site Investigation (PSI) is not anticipated for the project. Special payitems, quantities and specifications necessary to address handling of special waste will be identified. Special waste requirements by ComEd will be submitted to IDOT for review and approval.

V. Project Management

The task will include managing the project budget and schedule and preparing invoices. The CONSULTANT will submit an invoice once a month.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Stanley Consultants
PRIME/SUPPLEMENT Prime

DATE 07/22/15
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 3/1/2016
RAISE DATE 4/1/2016

OVERHEAD RATE 159.07%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

3/1/2016 - 4/1/2016

4/2/2016 - 3/1/2017

1

12

11

12

= 8.33%
= 1.0275

94.42%

The total escalation for this project would be:

2.75%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Stanley Consultants
Prime

DATE 07/22/15

ESCALATION FACTOR 2.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Principal	\$70.00	\$71.93
Engineering Group Manager	\$70.00	\$71.93
Department Manager	\$68.77	\$70.66
Senior Engineer	\$53.26	\$54.72
Engineer	\$37.66	\$38.70
Engineer Intern II	\$33.65	\$34.58
Engineer Intern I	\$29.25	\$30.05
Senior Resident Project Representative	\$61.07	\$62.75
Resident Project Representative	\$44.43	\$45.65
Senior Construction Observer	\$35.94	\$36.93
Construction Observer	\$24.75	\$25.43
CAD/ Graphics Manager	\$50.26	\$51.64
Designer	\$41.40	\$42.54
Associate Designer	\$32.65	\$33.55
Senior Administrative Assistant	\$23.79	\$24.44
Administrative Assistant	\$22.93	\$23.56
Administrative Services Manager	\$32.74	\$33.64

Subconsultants

FIRM NAME Stanley Consultants
PRIME/SUPPLEMENT Prime

DATE 07/22/15

NAME	Direct Labor Total	Contribution to Prime Consultant
Muller and Muller, LTD	35,925.80	0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	35,925.80	0.00

AVERAGE HOURLY PROJECT RATES

FIRM Stanley Consultants
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 07/22/15

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection			Aesthetics Design Devel			Contract Documents			Meetings and Coordinatio			Project Management		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	71.93	0																	
Engineering Group M	71.93	0																	
Department Manager	70.66	299	15.45%	10.92				8	4.82%	3.41	136	9.35%	6.61	83	49.11%	34.70	72	80.00%	56.53
Senior Engineer	54.72	104	5.37%	2.94				32	19.28%	10.55	42	2.89%	1.58	12	7.10%	3.89	18	20.00%	10.94
Engineer	38.70	120	6.20%	2.40	8	14.29%	5.53				68	4.68%	1.81	44	26.04%	10.07			
Engineer Intern II	34.58	898	46.41%	16.05	16	28.57%	9.88	126	75.90%	26.24	726	49.93%	17.26	30	17.75%	6.14			
Engineer Intern I	30.05	0																	
Senior Resident Proj	62.75	0																	
Resident Project Rep	45.65	0																	
Senior Construction O	36.93	32	1.65%	0.61	32	57.14%	21.10												
Construction Observ	25.43	0																	
CAD/ Graphics Mana	51.64	0																	
Designer	42.54	482	24.91%	10.60							482	33.15%	14.10						
Associate Designer	33.55	0																	
Senior Administrative	24.44	0																	
Administrative Assist	23.56	0																	
Administrative Servic	33.64	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		1935	100%	\$43.51	56	100.00%	\$36.51	166	100%	\$40.20	1454	100%	\$41.37	169	100%	\$54.80	90	100%	\$67.47

Touhy Avenue Bridge Phase II

Village of Lincolnwood, Illinois

In-house Direct Costs

Task	SubTask	Notes	Sub-Total
I	Data Collection		69
	Mileage	5 trips, 20 miles roundtrip @ \$0.57/mile	68.4
	Printing	10 sheets 8.5x11 B&W @ \$0.10/sheet	1
II	Aesthetics Design Development		161
	Mileage	None	0
	Printing	3x10 sheets 8.5x11 B&W @ \$0.10/sheet	3
		3x10 sheets 11x17 Color @ \$0.25/sheet	7.5
		3x10 sheets 22x34 Color @ \$5.0/sheet	150
III	Contract Documents		1554
	Mileage	None	0
	Printing	3x50 sheets x2 8.5x11 B&W @ \$0.10/sheet	30
		3x92 sheets x4 11x17 B&W @ \$0.13/sheet	143.52
		3x92 sheets x5 22x34 B&W @ \$1.0/sheet	1380
IV	Meetings and Coordination		262
	Mileage	8 trips, 20 miles roundtrip @ \$0.57/mile	91.2
	Printing	6x10 sheets 8.5x11 B&W @ \$0.10/sheet	6
		6x10 sheets 11x17 Color @ \$0.25/sheet	15
		3x10 sheets 22x34 Color @ \$5.0/sheet	150
V	Project Management		9
	Mileage	None	0
	Printing	9 invoices at 5 sheets x2 8.5x11 B&W @ \$0.10/sheet	9
TOTAL			\$2,055

Lincolnwood- Phase II Pedestrian and Bicycle Overpass on Touhy Avenue Project

Muller & Muller, Ltd.

Scope of Work: Architectural

June 19, 2015

Per the direction of Stanley Consultants (Stanley), it is our understanding that Stanley is requesting Muller & Muller, Ltd. (M+M) to assist Stanley in the architectural component of Phase II (engineering study) of the Lincolnwood Pedestrian and Bicycle Overpass on Touhy Avenue project. Our scope of work will essentially consist of contract documents for the architectural elements of an overpass bridge for the Skokie Valley Bike Trail over Touhy Avenue. M+M will work with Stanley to provide design and contract documents for architectural elements which include design consultation for Lincolnwood sign element, handrails on bridge, and recommendations for exposed architectural treatment of the two cast in place architectural stairs or precast cladding over cast in place stairs.

We understand that Stanley will provide all primary coordination for the project and that all M+M correspondence will be directed to Stanley unless Stanley specifically directs M+M to coordinate with the Village of Lincolnwood.

It is our understanding that M+M shall coordinate with other sub-consultants, such as landscaping, lighting design for the sign, electrical lighting and power, etc, but that all other sub-consultants will be contracted directly to Stanley. Stanley will provide the base plans in Microstation format and all base drawings will be prepared in Microstation or Autocad/Revit format.

We have organized our tasks as they relate to our scope of work per the bullet points below. Our hours are based upon an anticipated schedule of nine to twelve months from NTP to completion of Phase II. Any addition to the schedule and correlating hours in this proposal will be additional services.

M+M's scope of work and assistance to Stanley is based on the following scope items, which relates directly to the RFP and discussions with Stanley:

Phase II – Design and Contract Documents

- Design consultation for community identifier/Lincolnwood sign element (lighting design by others) or design of abutment walls or support columns with community graphics
- Design of 4"-8" precast cladding over cast in place stairs
- Architecturally railings (stainless steel cable railing system)
- 8 sheets Contract documents for items above

Meetings

Meetings - as follows: (4)

- Attendance at four meetings with Stanley, Lincolnwood, and/or other consultants.

Scope items not included in M+M's proposal to be completed by others:

- Structural and civil design and review (by Stanley).
- Landscape design (by others)
- Lighting design and electrical engineering (by others)

(Continued)

We have categorized our scope of work for the CECS as it relates to the scope above as follows:

- Design Development
- Contract Documents
- Project Coordination and Project Administration
- Meetings

End of document

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Muller & Muller, Ltd.

DATE 08/05/15

PSB NO. _____

CONTRACT TERM 9 MONTHS

START DATE 3/1/2016

RAISE DATE ANNIVERSARY

OVERHEAD RATE 145.08%

COMPLEXITY FACTOR 0

% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

4.5

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.13%

The total escalation for this project would be: 1.13%

PAYROLL RATES

Firm Name
Project
CDOT Project No.

Muller & Muller, Ltd.
Lincolnwood Ped Bridge
-

Date 08/05/15

ESCALATION FACTOR 1.13%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE
Principal	\$ 68.75		\$69.52
Arch 4	\$ 60.74		\$61.42
Arch 3	\$ 37.31		\$37.73
Arch 2	\$ 30.73		\$31.08
Arch 1	\$ 23.24		\$23.50
Admin	\$ 24.04		\$24.31
Intern	\$ 18.03		\$18.23

COST ESTIMATE OF CONSULTANT SERVICES

Prime Consultant: Muller & Muller, Ltd.

DATE 08/05/15

Route: NA
 Local Agency: IDOT
 Section: NA
 Project: Lincolnwood Ped Bridge
 Job No: xxxxx

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing

Method of Compensation

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Overhead Rate 1.4508
 Complexity Factor 0
 Calendar Days 365

Element of Work	Employee Classification	MANHOURS	Payroll Rate	Payroll Costs (DL)	Overhead*	Services By Others	In-House Direct Costs (IHDC)	Profit	Total	% OF GRAND TOTAL
Design Development		58	38.40	2,227.10	3,231.07		31.80	796.05	6,286.01	17.50%
Contract Documents		236	30.73	7,251.77	10,520.87			2,577.03	20,349.68	56.64%
Project Coordination and Admin Meetings		38	39.12	1,486.72	2,156.93			528.33	4,171.98	11.61%
Task 5		40	44.80	1,791.81	2,599.56			636.75	5,028.13	14.00%
Task 6		0	0.00	0.00	0.00	90.00		0.00	90.00	0.25%
Task 7		0	0.00	0.00	0.00			0.00	0.00	0.00%
Task 8		0	0.00	0.00	0.00			0.00	0.00	0.00%
		0		0.00	0.00			0.00	0.00	0.00%
		0		0.00	0.00			0.00	0.00	0.00%
		0		0.00	0.00			0.00	0.00	0.00%
		0		0.00	0.00			0.00	0.00	0.00%
		0		0.00	0.00			0.00	0.00	0.00%
		0		0.00	0.00			0.00	0.00	0.00%
		0		0.00	0.00			0.00	0.00	0.00%
TOTALS		372	19.13	12,757.40	18,508.44	90.00	31.80	4,538.16	35,925.80	100.00%

OUTSIDE DIRECT COSTS

Firm: Muller & Muller, Ltd.

DATE: 08/05/15

TASK/ITEM	QTY.	UNIT	COST	COST
Messenger Service	4	ea	\$15.00	\$60
Overnight Delivery Service	2	ea	\$15.00	\$30
Mounting Presentation	0	ea	\$30.00	\$0
Printing/copying of 24x36 full color plots for presentations	0	ea	\$25.00	\$0
11x17 color presentation booklets	0	ea	\$20.00	\$0
Printing/copying of CDOT 30%,60%,90%,100%, issued for bid, issued for construction sets	0	ea	\$0.00	\$0
Field Equipmnet: Reference materials, photography, computers, computer equipment and software, public outreach printing, graphic reproduction	0	ea	\$0.00	\$0
Cell phone	0	months	\$90.00	\$0
Color printing, Printing and Binding	0	sf	\$2.99	\$0
Total				\$90.00

Note: Printing to be by prime consultant

INSIDE DIRECT COSTS

Firm: Muller & Muller, Ltd.

DATE: 08/05/15

TASK/ITEM	QTY.	UNIT	COST	COST
Plotting/Copying-In-House				
8.5x11 B & W Bond Paper	0	per sheet	\$0.25	\$0.00
11x17 B & W Bond Paper	0	per sheet	\$0.40	\$0.00
18x24 B & W Bond Paper	0	per sheet	\$0.50	\$0.00
24x36 B & W Bond Paper	0	per sheet	\$0.80	\$0.00
36x48 B & W Bond Paper	0	per sheet	\$1.35	\$0.00
8.5x11 Color Bond Paper	0	per sheet	\$1.00	\$0.00
11x17 Color Bond Paper	0	per sheet	\$5.00	\$0.00
18x24 Color Bond Paper	0	per sheet	\$15.00	\$0.00
24x36 Color Bond Paper	0	per sheet	\$20.00	\$0.00
8.5x11 Color Presentation Paper	0	per sheet	\$5.00	\$0.00
11x17 Color Presentation Paper	0	per sheet	\$10.00	\$0.00
18x24 Color Presentation Paper	0	per sheet	\$20.00	\$0.00
24x36 Color Presentation Paper	0	per sheet	\$30.00	\$0.00
Binding	0	each	\$0.80	\$0.00
CD/DVD's	0	each	\$1.00	\$0.00
Photography	0	each	Direct Cost	\$0.00
Mileage (assume xtrips at x mi ea)	60	mile	\$0.53	\$31.80
taxi	0	each	\$10.00	\$0.00
Parking	0	each	\$23.50	\$0.00
Total				\$31.80

Request For Board Action

REFERRED TO BOARD: October 6, 2015

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of: 1) an Ordinance Approving an Amendment to the Pratt/McCormick Planned Unit Development (PUD); 2) a Resolution Designating a Blighted Area; 3) a Resolution Consenting to Approval of a Class 7B Cook County Tax Abatement Classification; and 4) a Resolution Approving of a Development Agreement, All Relating to Property Located at 6850 McCormick Boulevard (Former Dominick's Site)

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Previously, the Village Board considered recommendations from the Economic Development Commission and the Plan Commission regarding a proposal by R&R Global Partners, LLC to reutilize the former Dominick's site located at 6850 McCormick Boulevard. R&R Global's plan for the site includes reusing and retrofitting the existing Dominick's building for three tenants and constructing a new approximate 6,000-square-foot building in the existing parking lot for two additional tenants. Two tenants for this proposal have thus far been named: Planet Fitness for space in the former Dominick's building and Zips Dry Cleaners for a space in the new building. Other tenants have not yet been named.

As part of this proposal, R&R Global seeks both Village consent to a Cook County Class 7B tax abatement and an amendment to the existing Planned Unit Development (PUD).

In May and June 2015, the Economic Development Commission considered the request to consent to a class 7B tax abatement. As part of this consent to a tax abatement, the county requires a finding of blight for the property and, in its deliberations, the Economic Development Commission reviewed a report prepared by Kane McKenna and Associates documenting the blight qualification of the property. By a 7-0-1 vote, the Economic Development Commission recommended approval to the tax abatement consent, subject to a requirement that 50% of the property's building square footage be occupied by retail sales tax producing tenants and subject to approval of the PUD amendment and a Development Agreement. At its July 21, 2015 meeting, the Village Board considered this recommendation and, by a vote of 5-0, concurred with this recommendation and referred to the Plan Commission the requested PUD amendment.

At its meeting on August 5, 2015, the Plan Commission considered the requested PUD amendment. A PUD amendment is required to allow the existing Dominick's building to be used by more than a grocery store and to allow for the addition of a new building with a drive thru lane. At this meeting, by a 7-0 vote, the Plan Commission rendered its recommendation to approve the requested PUD amendment, subject to certain conditions. The Village Board considered this recommendation at its

September 1, 2015 meeting and, by a vote of 6-0, concurred with the Plan Commission's recommendation and directed the Village Attorney to prepare the necessary Ordinance amending the PUD as well as preparation of a Development Agreement and requisite Resolution(s) consenting to the requested tax abatement. As part of the Village's consent to the tax abatement, the county requires a separate resolution designating the site as a blighted area.

Attached for consideration and approval are these four documents prepared by the Village Attorney, consistent with the recommendations of the Plan Commission, Economic Development Commission, and pursuant to the direction of the Village Board. Staff notes that the Plan Commission recommended Permitted Use list for the PUD, attached to the proposed Ordinance, has been clarified since first presented to the Village Board to indicate the Commission's recommendation that gun sales be prohibited in any sporting goods store that may occupy the site.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Ordinance Approving Amendment to PUD
2. Development Agreement
3. Proposed Site Plan A
4. McCormick and Pratt Retail Center Overall Landscape Plan
5. McCormick and Pratt Retail Center Landscape Plan – Area 1
6. McCormick and Pratt Retail Center Landscape Plan – Areas 2 & 3
7. McCormick and Pratt Retail Center Proposed Elevations
8. McCormick and Pratt Retail Center Photometric – Site Plan "A"
9. Resolution Designating a Blighted Area
10. Blight Report
11. Boundary Map
12. Resolution Consenting to Class 7B Tax Abatement
13. Special Circumstances
14. Resolution Approving of a Development Agreement
15. Elevations
16. Landscape Plans
17. Photometric Plan
18. Site Plan
19. Approved Use List
20. Transferee Assumption Agreement

RECOMMENDED MOTIONS:

1. **Move to Approve** an Ordinance Approving an Amendment to the Pratt/McCormick Planned Unit Development.
2. **Move to Approve** a Resolution Designating a Blighted Area at 6850 McCormick Boulevard.
3. **Move to Approve** a Resolution Consenting to Approval of a Class 7B Cook County Tax Abatement for property located at 6850 McCormick Boulevard.
4. **Move to Approve** a Resolution approving of a Development Agreement with R&R Global Partners, LLC.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. Z2015-____

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT**

(6810-6850 North McCormick Boulevard)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS _____ DAY OF _____, 2015.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_____ day of _____, 2015

Village Clerk

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT**
(6810-6850 North McCormick Boulevard)

WHEREAS, R&R Global Partners, LLC ("**Applicant**") is the contract purchaser of that certain parcel of real property consisting of approximately 6.59 acres, located at the address commonly known as 6850 N. McCormick Boulevard, Lincolnwood, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village President and Board of Trustees adopted: (i) Ordinance No. Z99-044 on June 17, 1999, approving a special use permit for a planned unit development of the Property and an adjacent property and a preliminary plat of planned unit development; and (ii) Ordinance No. Z2000-064 on March 16, 2000, approving a final plat of planned unit development for the Property and the adjacent property (collectively, the "**PUD Ordinances**"); and

WHEREAS, the PUD Ordinances authorized the development of the Property as a planned unit development for use as a grocery store; and

WHEREAS, the Village President and Board of Trustees subsequently amended the PUD Ordinances by adopting Ordinance Nos. Z99-051, 2000-018, Z2003-179, Z3003-228, Z2004-236, and 2008-2824 (collectively, the PUD Ordinances and their amendments are the "**Pratt/McCormick Planned Unit Development**"); and

WHEREAS, pursuant to the Pratt/McCormick Planned Unit Development, the Property was developed and is improved with: (i) one 62,000 square-foot retail building formerly used as a grocery store ("**Existing Building**"); and (ii) an 83,843 square-foot surface parking lot located adjacent to, and to the east of, the Existing Building ("**Parking Lot**"); and

WHEREAS, the Applicant desires to: (i) redevelop the Existing Building on the Property for use by three tenants for various possible retail or commercial uses, including a health club; and (ii) construct one new building within the Parking Lot on the Property for use by two tenants for various possible retail or commercial uses ("**New Building**") (collectively, (i) and (ii) are the "**Proposed Development**"); and

WHEREAS, in order to permit the construction of the Proposed Development, and pursuant to Article VIII, Part A of the "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Applicant, with the consent of the owner, filed an application with the Village for approval of an amendment to the Pratt/McCormick Planned Unit Development ("**Requested Relief**"); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of the Requested Relief was duly advertised in the *Lincolnwood Review* on July 16, 2015, and was held on August 5, 2015; and

WHEREAS, on August 5, 2015, the Plan Commission made findings and

recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Applicant has agreed to execute and record a development agreement prepared by the Village Attorney, governing the use and development of the Proposed Development and the Property and incorporating the conditions set forth in this Ordinance, the text of which development agreement is in substantially the form attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Development Agreement")**; and

WHEREAS, the Village President and Board of Trustees have determined that the Proposed Development complies with the required standards for special use permits and planned unit developments set forth in Articles V and VIII of the Zoning Ordinance; and

WHEREAS, consistent with the Plan Commission recommendation, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to approve the Requested Relief, in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. APPROVAL OF AMENDMENTS TO PRATT/MCCORMICK PLANNED UNIT DEVELOPMENT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby approve amendments to the Pratt/McCormick Planned Unit Development, as follows:

- A. Proposed Development. The Pratt McCormick Planned Unit Development is hereby amended to permit the development of the Proposed Development on the Property, in accordance with, and pursuant to, Articles V and VIII of the Zoning Ordinance and the home rule powers of the Village;
- B. Deletion of Lighting Restrictions. The Pratt McCormick Planned Unit Development is hereby amended to delete the parking lot lighting restrictions set forth in Section 4.9 of Ordinance No. Z99-044 and Section 6.6 of Ordinance No. Z2000-064; and
- C. Repeal of Sign Variations. The Pratt McCormick Planned Unit Development is hereby amended by repealing Ordinance No. 2000-018, which granted certain sign variations within the Pratt McCormick Planned Unit Development, in its entirety.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, or any other rights the Applicant may have, the approval granted in Section 2 of this Ordinance will be, and is hereby, expressly subject to and contingent upon the development, use, and maintenance of the

Proposed Development and the Property in compliance with each and all of the following conditions:

A. Development Agreement.

1. Execution and Recordation. Within 30 days after the adoption of this Ordinance, the Applicant must execute the Development Agreement.
2. Compliance. The development, use, operation, and maintenance of the Proposed Development and the Property must at all times comply with all terms, conditions, restrictions, and provisions of the Development Agreement.

B. Standard Conditions.

1. Compliance with Regulations. The development, use, operation, and maintenance of the Proposed Development and the Property must comply with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance or the Development Agreement.
2. Compliance with Final Development Plan. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Development and the Property must comply with the following plans and documents (collectively, the “*Final Development Plan*”):
 - a. That certain plan titled “McCormick and Pratt Retail Center Proposed Site Plan A” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**;
 - b. That certain plan titled “McCormick and Pratt Retail Center Overall Landscape Plan” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**;
 - c. That certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Area 1” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit E**;

- d. That certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Areas 2 & 3” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinances as **Exhibit F**;
 - e. That certain plan titled “McCormick and Pratt Retail Center Proposed Elevations” prepared by OKW Architects, consisting of two sheets, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit G**; and
 - f. That certain plan titled “McCormick and Pratt Retail Center Photometrics – Site Plan ‘A’” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit H**.
- C. Approved Use List. The Proposed Development may not be used for any principal use except those uses set forth on the Approved Use List attached to and, by this reference, made a part of this Ordinance as **Exhibit I**.
- D. Security and Safety Measures.
- 1. Knox Boxes. The Village will have the right to refuse to issue a certificate of occupancy for the Proposed Development prior to the installation by the Applicant of Knox Boxes in a manner, and at specific locations on the Property, approved by the Village Fire Chief in his or her sole discretion.
 - 2. Security Plan. The Village will have the right to refuse to issue a certificate of occupancy for the Proposed Development prior to the approval by the Village Chief of Police of a security plan for Proposed Development, which plan may include the installation of alarms, cameras, lighting, and other devices intended to deter crime and to improve public safety, and which approval may be withheld in the sole and absolute discretion of the Village Chief of Police.
- E. Hours of Operation. The health club on the Property may be open for business to the public 24 hours per day. No other tenant within the Proposed Development may be open for business to the public 24 hours per day.
- F. Signage. Notwithstanding anything to the contrary depicted in the Final Development Plan:
- 1. No wall signs facing Pratt Avenue may be installed on the Existing Building or the New Building.

2. No wall signs may be installed on the west elevation of the Existing Building, other than identification signs necessary to facilitate deliveries to the Existing Building.
 3. The number of wall signs installed on the east elevation of the Existing Building and each New Building will not exceed the number of tenants then occupying each respective building.
- G. Installation and Maintenance of Northeast Parkway Sidewalk. The Applicant must install and maintain, to the satisfaction of the Village Engineer, in his or her sole discretion: (1) a sidewalk along the south side of the Northeast Parkway right-of-way (“*Sidewalk*”) between the west property line of the Property and the west edge of the marked pedestrian crosswalk described in the following clause; and (2) a marked pedestrian crosswalk, located where the Sidewalk crosses the driveway that is located adjacent to, and to the north and west of, the Existing Building, and that provides access to the Property from the Northeast Parkway right-of-way.
- H. Fence Repair. The Applicant must repair or replace the existing wood fence located along the west property line of the Property.

SECTION 4. CONTINUED EFFECT; CONFLICTS.

- A. Except as expressly modified by this Ordinance, the Pratt/McCormick Planned Unit Development will remain in full force and effect, and the Applicant must comply with all requirements, conditions, and restrictions in the Pratt/McCormick Planned Unit Development. Any violation of this Ordinance will be deemed a violation of the Pratt/McCormick Planned Unit Development and the Zoning Ordinance.
- B. In the event of a conflict between the provisions of any of the Ordinances comprising the Pratt/McCormick Planned Unit Development and the provisions of this Ordinance, the provisions of this Ordinance will control.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Property and inure to the benefit of, and are binding upon, the Applicant and its respective personal representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 unless they first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village

President and Board of Trustees. In the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
 - 1. Passage by the Village President and Board of Trustees in the manner required by law;
 - 2. Publication in pamphlet form in the manner required by law;
 - 3. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Cook County; and
 - 4. Execution by the Applicant of the Development Agreement, and delivery to the Village of the executed Development Agreement, within 30 days of the passage of this Ordinance.
- B. In the event that the Applicant does not deliver fully executed copies of the Development Agreement within 30 days after the date of final passage of this Ordinance by the Village President and Board of Trustees, as required by Section 9.A.4 of this Ordinance, this Ordinance will automatically, and without further action, be and become null and void and of no force or effect.

[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

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

#37330201_v5

EXHIBIT A

Legal Description of the Property

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41, RANGE 13 EAST, THENCE NORTHWESTERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, N 00 DEGREES 14' 59" W FOR A DISTANCE OF 658.58 FEET; THENCE N 88 DEGREES 10' 15" E FOR A DISTANCE OF 572.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE N 88 DEGREES 10' 15" FOR A DISTANCE OF 941.62 FEET THENCE S 01 DEGREES 54' 22" E FOR A DISTANCE OF 617.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE S 88 DEGREES 07' 30" W FOR A DISTANCE OF 941.95 FEET ALONG THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE LEAVING SAID RIGHT-OF-WAY N 01 DEGREES 52' 30" W FOR A DISTANCE OF 618.23 FEET TO THE POINT OF BEGINNING.

PIN: 10 -35 -203 -009

Commonly Known As: 6850 McCormick Boulevard, Lincolnwood, Illinois.

EXHIBIT B

Development Agreement

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

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

Above Space For Recorder's Use Only

**DEVELOPMENT AGREEMENT
BETWEEN AND AMONG
THE VILLAGE OF LINCOLNWOOD AND
R&R GLOBAL PARTNERS, LLC
(PRATT/MCCORMICK REDEVELOPMENT)
DATED AS OF _____, 2015**

**DEVELOPMENT AGREEMENT
BETWEEN AND AMONG
THE VILLAGE OF LINCOLNWOOD AND
R&R GLOBAL PARTNERS, LLC
(PRATT/MCCORMICK REDEVELOPMENT)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2015, between and among the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (“*Village*”) and **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company, or its affiliated nominee (“*Developer*”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s home rule powers, the parties hereto agree as follows:

SECTION 1. RECITALS.*

A. The Property is an approximately 6.59-acre property located at 6850 N. McCormick Boulevard, in Lincolnwood, Illinois.

B. As of the Effective Date of this Agreement, Developer is the contract purchaser of the Property.

C. The Corporate Authorities adopted Ordinance No. Z99-044 on June 17, 1999, and Ordinance No. Z2000-064 on March 16, 2000, approving a special use permit and preliminary and final plats of planned unit development for the development of the Property for use as a grocery store as part of a planned unit development that includes the Adjacent Property (“*Pratt/McCormick PUD*”), which ordinances have been amended from time to time.

D. The Property is currently improved with a 62,000 square-foot retail building formerly used as a grocery store (“*Existing Building*”), an approximate 83,843 square-foot surface parking lot located adjacent to, and to the east of, the Existing Building (“*East Parking Lot*”), and an approximate 11,017 square-foot surface parking lot located adjacent to, and to the south of, the Existing Building (“*South Parking Lot*”).

E. Developer desires to: (i) redevelop and subdivide the Existing Building on the Property for use by three tenants for various possible retail or commercial uses, including a health club; and (ii) construct one new approximately 6,000 square-foot building within the East Parking Lot on the Property for use by two tenants for various possible retail or commercial uses (“*New Building*”).

F. In connection with the proposed redevelopment of the Existing Building and the proposed development of the New Building, Developer, with the consent of the owner of the Property, filed applications with the Village seeking: (i) approval of an amendment to the Pratt/McCormick PUD; and (ii) support for and consent to Developer’s application to the office of

*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Ordinance.

the Cook County Assessor for classification of the Property as Class 7b pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance (“**Class 7b Classification**”).

G. A public hearing was held by the Village of Lincolnwood Plan Commission on August 5, 2015, to consider approval of the proposed amendment to the Pratt/McCormick PUD. On August 5, 2015, the Plan Commission voted to recommend to the Corporate Authorities approval of the relief requested, subject to specified conditions.

H. Public meetings were held by the Village of Lincolnwood Economic Development Commission on May 27 and June 24, 2015, to consider approval of the proposed Class 7b Classification. On June 24, 2015, the Economic Development Commission voted to recommend to the Corporate Authorities support for and consent to the Class 7b Classification, subject to specified conditions.

I. The Corporate Authorities, after due and careful consideration, have concluded that the redevelopment and use of the Existing Building and the development and use of the New Building and the Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area and would serve the best interests of the Village.

J. On _____, 2015, the Corporate Authorities approved: (i) the Amending PUD Ordinance; and (ii) the 7b Resolution.

K. The Village desires that the Existing Building, the New Building, and the Property be developed and used only in compliance with this Agreement and the Amending PUD Ordinance.

L. As provided in, and as a condition of, the Amending PUD Ordinance and the 7b Resolution, the Developer has agreed to execute this Agreement so as to provide that the Existing Building, the New Building, and the Property be developed and used only in compliance with this Agreement and the Amending PUD Ordinance.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

“7b Resolution”: Resolution No. 2015-_____, adopted by the Corporate Authorities, supporting and consenting to the classification of the Property as Class 7b pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance

“Adjacent Property”: That certain tract of land located adjacent to, and to the south and east of, the Property and legally described in **Exhibit B** attached to this Agreement.

“Amending PUD Ordinance”: Ordinance No. 2015-_____, adopted by the Corporate Authorities and as may be amended approving an amendment to the Pratt/McCormick PUD for the redevelopment of the Existing Building and the development of the New Building.

“Corporate Authorities”: The President and Board of Trustees of the Village.

“East Parking Lot”: The existing parking lot located on the Property adjacent to, and to the east of, the Existing Building.

“Effective Date”: The date of execution of this Agreement by all of the Parties, which date will be deemed to be the date set forth in the first paragraph of page one of this Agreement.

“Elevations”: That certain plan titled “McCormick and Pratt Retail Center Proposed Elevations” that is part of the Final Development Plan approved by the Amending PUD Ordinance, prepared by OKW Architects, consisting of two sheets, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit C**.

“Events of Default”: Defined in Section 11.A of this Agreement with respect to Developer, and in Section 11.B of this Agreement with respect to the Village.

“Evidence of Title Date”: The date on which the Developer provides to the Village Clerk a copy of the deed or other instrument evidencing that fee simple title to the Property has been conveyed to the Developer or to such other person as the Developer has created or caused to be created for purposes of acquiring the Property.

“Existing Building”: The approximately 62,000 square-foot building formerly used as a grocery store located on the Property and depicted on the Site Plan as the “EXISTING FORMER DOMINICK’S BUILDING.”

“Final Development Plan”: That certain set of plans and documents comprising the final development plan for the Existing Building and the New Building, as approved and defined in Section 5.B.2 of the Amending PUD Ordinance, as may be amended pursuant to Section 14.L of this Agreement.

“Force Majeure”: Strikes, lockouts, acts of God, or other factors beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

“Improvements”: The on-site improvements to be made by Developer in connection with the redevelopment of the Existing Building and the development of the New Building, as provided in Section 4 of this Agreement, but specifically excluding the Existing Building and the New Building.

“Landscape Plans”: The following plans, all of which are components of the Final Development Plan and approved in the Amending PUD Ordinance, which plans are attached to this Agreement as **Group Exhibit D**: (i) that certain plan titled “McCormick and Pratt Retail Center Overall Landscape Plan” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015; (ii) that certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Area 1” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015; and (iii) that certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Areas 2 & 3” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015.

“New Building”: The approximately 6,000 square-foot building to be constructed by Developer on the Property within the East Parking Lot depicted on the Site Plan as “PROPOSED 6,000 S.F. OUTLOT BUILDING.”

“Parties”: The Village and Developer, collectively.

“Person”: Any natural individual, corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above, or other entity capable of holding title to, or any lesser interest in, real property.

“Photometric Plan”: That certain plan titled “McCormick and Pratt Retail Center Photometrics – Site Plan ‘A’” that is a component of the Final Development Plan approved by the Amending PUD Ordinance, prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit E**.

“Property”: That certain tract of land, consisting of approximately 6.59 acres, commonly known as 6850 McCormick Boulevard, in Lincolnwood, Illinois and legally described in **Exhibit A** attached to this Agreement.

“Public Improvements”: Those Improvements by the Developer that will be dedicated to, and accepted by, the Village.

“Requirements of Law”: All applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations.

“Site Plan”: That certain plan titled “McCormick and Pratt Retail Center Proposed Site Plan A” that is a component of the Final Development Plan approved in the Amending PUD Ordinance, prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit F**.

“Site Restoration”: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities or back to the condition of the Property which existed immediately prior to the start of construction.

“South Parking Lot”: The existing parking lot located on the Property adjacent to, and to the south of, the Existing Building.

“Structure”: Defined in the Zoning Ordinance, and including, without limitation, the New Building.

“Subdivision Ordinance”: Chapter 16 of the Village Code.

“Village Code”: “The Municipal Code of Lincolnwood”, as amended.

“Zoning Ordinance”: Chapter 15 of the Village Code, titled “The Village of Lincolnwood Zoning Ordinance”, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, feminine or neutral pronouns must be substituted for those masculine in form and vice versa, and plural terms must be substituted for singular and singular for plural, in any place in which the context so requires.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

SECTION 3. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE EXISTING BUILDING, NEW BUILDING, AND THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available to the Existing Building, the New Building, and the Property pursuant to the Zoning Ordinance, the Existing Building, the New Building, and the Property must be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development restrictions:

A. Redevelopment of the Existing Building. The Existing Building must be redeveloped and located on the Property in accordance with the Final Development Plan.

B. Construction of the New Building. The New Building must be constructed and located in the East Parking Lot on the Property as depicted on the Final Development Plans.

C. Operation and Use.

1. General. Operation of the Existing Building, the New Building, and the Property must at all times be in strict conformance with the applicable provisions of the Zoning Ordinance and the Requirements of Law.

2. Approved Use List. The Existing Buildings, the New Building, and the Property may not be used for any principal use except those uses set forth on the Approved Use List attached to this Agreement as **Exhibit G**.

D. Approval of 7b Tax Incentives. Developer's obligations under this Agreement are subject to Developer receiving a 7b tax incentive from Cook County. If such incentive is not approved by Cook County, Developer will not purchase the Property and this Agreement shall be null and void.

E. Security and Safety Measures.

1. Fire Alarms. All fire alarm systems installed and placed into operation for the Existing Building and the New Building must be connected to the Village Fire Board via a direct radio connection in accordance with the Village Code.

2. Security Plan. The Village will have the right, but not the obligation, to refuse to issue a certificate of occupancy for the Existing Building and the New Building prior to the approval by the Village Chief of Police of a security plan for the Property, which plan may include the installation of alarms, cameras, lighting, and other devices intended to deter crime and to improve public safety, and which approval may be withheld in the sole and absolute discretion of the Village Chief of Police.

F. Installation and Maintenance of Signage. Developer must install and maintain signage on the Property in accordance with, and in the manner depicted on, the Final Development Plan; provided, however, that notwithstanding anything to the contrary depicted on the Final Development Plan, the installation and maintenance of all signage on the Property will be subject to the following restrictions:

1. No Wall Signs Facing Pratt Avenue. No wall signs facing Pratt Avenue may be installed on the Existing Building or the New Building.

2. No Wall Signs on West Elevation. No wall signs may be installed on the west elevation of the Existing Building other than identification signs necessary to facilitate deliveries to the Existing Building.

3. Wall Signs on East Elevation. The number of wall signs installed on the east elevation of the Existing Building and the New Building will not exceed the number of tenants then occupying each respective building.

G. Landscaping and Tree Preservation.

1. Landscaping. Prior to the issuance by the Village of a final certificate of occupancy for the Existing Building and the New Building, Developer must install landscaping on the Property, as depicted on the Landscape Plans, which landscaping must be installed and maintained and in accordance with the following:

a. Unless otherwise approved in advance by the Village Director of Public Works, no plant material to be installed on the Property may be purchased or relocated from a location that is not within a 150-mile radius of the Village.

b. Developer must, prior to construction, erect fencing satisfactory to the Director of Public Works to protect those existing trees located on the Property: (i) designated in the Final Development Plan; and (ii) designated for protection by the Village.

c. Notwithstanding the construction of the parking lot changes and New Building as shown on the Final Development Plan, no grade alteration or construction may take place within the drip line of any protected existing tree without the prior written approval of the Director of Public Works.

d. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Landscape Plans.

e. The Director of Public Works has the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

f. Developer must, and does hereby, guarantee the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of such landscaping.

g. The final grade of the site must contain a minimum of four to six inches of topsoil, except as may be approved by the Director of Public Works.

h. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Landscape Plans, and must comply with the tree replacement requirements set forth in the Village Code.

i. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

2. Tree Preservation. Developer must preserve trees and vegetation as depicted on the Final Development Plan, and must comply with all applicable tree preservation measures adopted by the Village.

H. Sales Tax Generating Operating Requirement. At no time will more than 50 percent of the total gross floor area of the tenant space located within both the Existing Building and the New Building be occupied by tenants primarily engaged in transactions that are not subject to one or more of the following: the Village Municipal Retailers' Occupation Tax, Municipal Service Occupation Tax, and Home Rule Municipal Retailers' and Service Occupation Tax pursuant to Articles 1, 2, and 4 of Chapter 8 of the Village Code and the Illinois Retailers' Occupation Tax, as may be amended.

I. General Use and Development Restrictions. The development and use of, and the construction on, the Existing Building, the New Building, and the Property, must, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Community Development, as appropriate, comply, and be in accordance, with the following:

1. this Agreement;
2. the Amending PUD Ordinance;
3. the Final Development Plan, and all individual plans and documents of which it is comprised;
4. the Zoning Ordinance;

5. the Subdivision Ordinance; and
6. the Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 6 of this Section 3.H, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the plans and documents listed as items 1 through 6 of this Section 3.H must be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 4. IMPROVEMENTS.

A. Description of Improvements. Developer must, at its sole cost and expense, construct and install all of the Improvements depicted on the Final Development Plan, including, without limitation:

1. Sanitary sewer mains and service lines;
2. Water mains and service lines;
3. Knox Boxes for the Existing Building and the New Building, installed in a manner, and at specific locations, approved by the Village Fire Chief in his or her sole discretion.
4. Any other Improvements identified in the Final Development Plan or to be identified by the Parties pursuant to Chapter 16, Article 5 of the Village Code.

B. Design and Construction of the Improvements.

1. **General Standards.** All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Amending PUD Ordinance, and are subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Code and the Subdivision Ordinance. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within the time(s) provided in this Agreement. All materials used for construction of the Improvements must be new and of first rate quality.

2. **Contract Terms; Prosecution of the Work.** Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Amending PUD Ordinance, the Final Development Plan, and the Requirements of Law, until the work is properly completed, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. **Engineering Services.** Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. Developer must promptly provide the Village with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached at all times.

4. Village Inspections and Approvals. All work on the Improvements are subject to inspection and approval by Village representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

6. Parking and Traffic Improvements.

a. Developer must install and maintain, to the satisfaction of the Village Engineer, in his or her sole discretion: (i) a sidewalk along the south side of the Northeast Parkway right-of-way ("**Sidewalk**") between the west property line of the Property and the west edge of the marked pedestrian crosswalk described in the following clause; and (ii) a marked pedestrian crosswalk, located where the Sidewalk crosses the service driveway that is located adjacent to, and to the north and west of, the Existing Building, and that provides access to the Property from the Northeast Parkway right-of-way.

b. All crosswalks and stop bars installed within the Property must be comprised of raised thermoplastic.

7. Fence. Developer must repair or replace the existing wood fence located along the west property line of the Property.

C. Utilities.

1. Burial of Utilities. Developer must, at its sole cost and expense, cause to be buried all utility lines necessary for the Existing Building and the New Building in accordance with the requirements of Section 16-5-6 of the Subdivision Ordinance. Developer must cooperate with all utility companies and owners of neighboring properties as may be necessary to ensure that the burial of utilities required pursuant to this Section 4.C.1 does not disrupt utility service to neighboring properties.

2. Connection to Village Owned Utilities. No sewer and water utilities located on the Property may be connected to the sewer and water utilities belonging to the Village, except: (i) in accordance with the applicable provisions of the Village Code; and (ii) upon payment of the connection fees required pursuant to the Village Code.

D. Completion of the Improvements. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for the Existing Building and the New Building until the Improvements are completed by Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to Section 5.F.2 of this Agreement and applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Developer and approval of the Improvements by the Village will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

E. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer must notify the Village when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date. Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village will not be required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 4.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with all applicable plans, specifications, and Requirements of Law.

2. Dedication and Acceptance of Public Improvements. The execution of this Agreement does not constitute acceptance by the Village of any Improvements that are depicted as “dedicated” on the Final Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Code.

3. Transfer of Ownership of Public Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to this Section 4.E, Developer must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. Developer must, at the same time, grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing.

4. Maintenance of Public Improvements. For a period of two years following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Engineer, in a first rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors to the Property, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Engineer determines, in the Village Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 10 days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the Village, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to the Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 4.E.4, Developer must,

upon demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 7.B of this Agreement, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced by the Village pursuant to this Section 4.E.4, the Village's right to draw upon the Maintenance Guarantee pursuant to Section 7.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement. The balance of funds drawn upon but not used will be returned to Developer.

SECTION 5. CONSTRUCTION.

A. Commencement of Development. The Developer may not commence any demolition or construction required as part of the redevelopment of the Existing Building or the development of the New Building prior to the Evidence of Title Date. This Section 5.A may not be deemed or construed as a limitation on the ability of the then-owner of the Property to cause the demolition of any existing structures on the Property, in accordance with the Requirements of Law.

B. Diligent Pursuit of Construction. Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law.

C. Construction Traffic.

1. **Construction and Traffic Management Plan.** Developer must prepare and submit, for review and approval by the Village Director of Public Works, a Construction and Traffic Management Plan ("**CTM Plan**") for the redevelopment of the Existing Building and the development of the New Building. The CTM Plan must govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The Village has no obligation to issue a building permit for any structure or Improvement, and no construction may be commenced with respect to the structure or Improvement, unless and until the Village Director of Public Works has approved, in writing, the CTM Plan. The Village agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the Village Director of Public Works; provided, however, that nothing in this Agreement may be deemed or interpreted to require approval of the CTM Plan. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Property;
- b. The designation of machinery and construction material storage areas on the Property;
- c. Provisions for the screening of construction areas within the Property;
- d. The hours of operation and schedule for construction on the Property;

e. The location of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;

f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and

g. The location of temporary and durable off-street parking on the Property for construction employees.

2. **Designated Routes of Access.** The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes may not: (a) be unreasonably or unduly circuitous; or (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

3. **Maintenance of Routes of Access.** At all times during the construction of the structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

D. Parking and Storm Water Management During Construction. During construction of any of the structures or Improvements on the Property, Developer must:

1. Install temporary and durable surface off-street parking on the Property for the parking of construction employee vehicles, as necessary; and

2. Temporarily divert or control any heavy accumulation of storm water away from or through the Property in a manner approved in advance by the Village Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point.

E. Issuance of Permits and Certificates.

1. **Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the material terms of this Agreement.

2. **Conditional Certificate of Occupancy.** A conditional certificate of occupancy associated with the Existing Building and the New Building will not be issued until the grading of the street parkways across the frontage of the subject structure, final grading and installation of top soil, seeding/sod, and landscaping on the subject structure have been completed, and sidewalks across the frontage of the subject structure and street lights and surface course of all street pavement throughout the Property have been installed, subject to seasonal conditions.

F. Completion of Construction.

1. **Removal of Partially Constructed Structures and Improvements.** Subject to Force Majeure, if Developer fails to diligently pursue all demolition and construction as

required in, or permitted by, Sections 3 and 4 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for the demolition or construction, as the case may be, and if a perfected application to renew building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 60 days after notice from the Village: (a) remove any partially constructed or partially completed buildings, structures, or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

2. **Removal and Restoration by Village.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 5.G.1 of this Agreement, the Village will have, and is hereby granted the right, at its option, to: (a) demolish and/or remove any of the partially completed buildings, structures, and Improvements from any and all portions of the Property; (b) perform Site Restoration; and/or (c) cause the buildings, structures, or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including legal and administrative costs incurred by the Village for such work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Performance Security and the Maintenance Guarantee, as described in and provided pursuant to Section 7 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so fully reimburse the Village, and the Performance Security and Maintenance Guarantee have no funds remaining in them or is otherwise unavailable to finance such work, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 5.G.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, and/or in equity.

G. As-Built Plans. After completion of the redevelopment of the Existing Building and the construction of any new structure, Developer must submit to the Village Director of Community Development final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) for other final construction documents as required and approved by the Village Engineer and the Village Director of Community Development.

H. Damage to Public Property. Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and the construction of the Improvements. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair any damage that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

SECTION 6. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, Developer must pay to the Village, contemporaneous with the execution of this Agreement by the Village Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Property, including, without limitation, the review and processing of plans therefor; and (2) the

negotiation, preparation, consideration, and review of this Agreement. Payment of all fees, costs, and expenses must be made by a certified or cashier's check. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Property. Further, Developer acknowledges and agrees that it will be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

SECTION 7. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by Developer of Developer's obligations pursuant to and in accordance with Section 4.A of this Agreement, Developer must cause to be provided to the Village a letter of credit, in a total amount equal to 110% of the estimated cost of completing the Improvements required pursuant to Section 4.A of this Agreement, as determined in the sole and absolute discretion of the Village Engineer and the Village Director of Community Development (for matters within their respective permitting authorities) ("**Performance Security**"). The Performance Security must be in a form provided by, and acceptable to, the Village. The Village will release the Performance Security in a timely fashion upon the Village's approval, and as appropriate, acceptance of the Improvements; provided, however, that the Village will only be required to release that percentage of the Performance Security that equals the portion of the Improvements that have been approved and, as appropriate, accepted.

B. Maintenance Guarantee for Public Improvements. Following the Village's release of any percentage of the Performance Security for any Public Improvement, Developer must substitute for the released percentage of the Performance Security a maintenance guarantee in the form of a letter of credit or performance bond ("**Maintenance Guarantee**"), which is equal to 10 percent of the actual costs of the completed Public Improvements for which the letter of credit has been released, and which is acceptable to the Village's Corporation Counsel. Developer must deposit the Maintenance Guarantee with the Village. The Maintenance Guarantee will be effective for a period of two years from the date of acceptance by the Village of the Public Improvements and may be utilized by the Village in accordance with Section 4.E.4 of this Agreement ("**Maintenance Guarantee Term**"). The Village will return to Developer the Maintenance Guarantee upon the end of the Maintenance Guarantee Term if no defects develop in the Public Improvements.

SECTION 8. LIABILITY AND INDEMNITY.

A. Village Review. Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of

the Property or the Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and the Amending PUD Ordinance, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer, only as to its own acts and omissions, agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the Village's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Improvements ("**Indemnified Claims**"); provided, however, that this indemnity does not apply to willful misconduct or gross negligence on the part of the Village.

D. Defense Expense. Developer, only as to its own acts or omissions, hereby agrees to pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 9. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Successors and Transferees. To assure that all grantees, successors, assigns, and transferees of Developer, and all successor owners and tenants of all or any portion of the Property, have notice of this Agreement and the obligations created by it, Developer must:

1. Deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Cook County Recorder of Deeds;

2. Notify the Village in writing at least 30 days prior to any date on which Developer transfers a legal or beneficial interest in any portion of the Property to a third party;

3. Incorporate this Agreement into any and all real estate sales contracts for "transfers", as that term is defined in Section 9.B of this Agreement, entered into for the sale of all or any portion of the Property; and

4. Except as provided in Section 9.C of this Agreement, require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any third party, the transferee of said portion or interest in the Property to execute an enforceable written agreement, in substantially the form of **Exhibit H** attached to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**") and to provide the Village, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that

upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to Developer.

B. Transfer Defined. For purposes of this Agreement, the term "transfer" includes any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

C. Mortgagees of Property. This Agreement is binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 10. TERM.

A. Term. The provisions of this Agreement run with and bind the Property and inure to the benefit of, are enforceable by, and obligate the Village, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. Automatic Termination. In the event the Evidence of Title Date does not occur prior to January 31, 2016, or such later date as the Corporate Authorities may approve by resolution duly adopted, this Agreement will automatically, and without any further action by the Corporate Authorities, be terminated and be null and void and of no force or effect.

SECTION 11. EVENTS OF DEFAULT.

A. Developer Events of Default. The following are Events of Default by Developer under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the

existence, structure, or financial condition of Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

3. Default by Developer for a period of 15 days after written notice thereof from the Village in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Failure to have funds to meet Developer's obligations.

7. Sale, assignment, or transfer of the Property except in accordance with the Transferee Assumption provisions in Section 9 of this Agreement.

8. Change in the organizational status of Developer, except in accordance with the Transferee Assumption provisions in Section 9 of this Agreement.

9. Developer abandons the construction of the Existing Building or the New Building. Abandonment will be deemed to have occurred when work stops on construction for more than 30 days for any reason other than Force Majeure, unless otherwise permitted by this Agreement. The failure of Developer to apply for any approvals required for the development or construction of the Improvements is not a valid defense to abandonment.

10. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements and structures contemplated by this Agreement.

B. Events of Default by the Village. The following are Village Events of Default under this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by the Village in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Force Majeure, default by the Village for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement, provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

SECTION 12. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. Remedies for Default. In the case of an Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 5.G of this Agreement, the Village may, without prejudice to any other rights and remedies available to the Village, require: (a) the demolition and removal of any partially constructed or partially completed buildings, structures, or Improvements from the Property; and (b) the performance of Site Restoration. Concurrent with the Village's exercise of its rights under Section 5.G, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in the Amending PUD Ordinance and this Agreement, without protest or objection by Developer.

3. In case the Village proceeds to enforce its rights under this Agreement and such proceedings are discontinued or abandoned for any reason, then, and in every such case, Developer and the Village will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village will continue as though no such proceedings had been taken.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement including the provisions of this Section 12, Developer agrees that, except in cases of gross negligence, or willful or wanton misconduct, it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

C. Repeal of Amending PUD Ordinance. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village has the absolute right to repeal the Amending PUD Ordinance if a Developer Event of Default occurs under this Agreement, in accordance with the procedure set forth in Section 8 of the Amending PUD Ordinance and such Event of Default is not subsequently cured under Section 11 of this Agreement.

D. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 13. WARRANTIES AND REPRESENTATIONS.

A. By the Village. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and (iii) will not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and

3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Developer is now a party or by which Developer is now or may become bound;

4. To the best of Developer's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting Developer which would impair its ability to perform under this Agreement;

5. Developer will apply for and will maintain all government permits, certificates, and consents (including without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;

6. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement; and

7. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

C. Adjacent Property - Declaration of Covenants. The Parties acknowledge and agree that the Property is subject to a Declaration of Easements, Covenants, Conditions and Restrictions dated as of June 28, 2000, and recorded with the office of the Cook County Recorder of Deeds on October 12, 2001, as document 0010949645, and an Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated as of April 11, 2003, and recorded with the office of the Cook County Recorder of Deeds on May 8, 2003, as document 0312631073 (collectively, the "*Declaration*"). Among other things, and subject to the terms and conditions thereof, the Declaration grants an exclusive easement to the owner of the Adjacent Property, over a portion of the Property for the benefit of the Adjacent Property to use ten parking spaces located within the South Parking Lot on the Property in the area designated by the Declaration (the "Parking Easement"). The Parties acknowledge and agree that the terms and provisions of the Amending PUD Ordinance and this Agreement are not intended to, and do not, alter the Parking Easement.

SECTION 14. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon sent certified return receipt confirmation; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 14.A with signature required for delivery confirmation. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit and receipt is confirmed. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712
Attention: Village Manager

with a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Steven M. Elrod, Corporation Counsel

If to Developer: R&R Global Partners, LLC
1022 East Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Bryan Rishforth

With a copy to: Schain Banks
70 West Madison Street, Suite 5300
Chicago, IL 60602
Attention: Kevin J. Wolfberg

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

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

D. Non-Waiver. The Village is under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any such right will not be deemed or construed to be a waiver thereof, nor will such failure void or affect the Village's right to enforce such right or any other right.

E. Consents. Whenever the consent or approval of any Party to this Agreement is required, the consent or approval must be in writing and may not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all parties have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. Governing Law. This Agreement is governed by, and must be enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property will not be impaired thereby, but the remaining provisions must be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement and the Amending PUD Ordinance, and the prior ordinances and agreements comprising the Pratt/McCormick PUD, constitute the entire agreement between the parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement must be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement must be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

J. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

K. Exhibits/Conflicts. Exhibits A through H attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit to this Agreement and the text of this Agreement, the latter controls. In the event of a conflict between this Agreement and the Pratt/McCormick PUD, or between this Agreement and any other zoning or subdivision relief or approval granted previously by the Village, this Agreement controls.

L. Amendments and Modifications.

1. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

2. Amendments or modifications to the Amending PUD Ordinance or the Final Development Plan can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Ordinance and Subdivision Ordinance and the provisions of this Agreement are satisfied.

M. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law must be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the Village and Developer.

O. Recording. The Village will record this Agreement against the Property, at the sole cost and expense of Developer, with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

P. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original document and together constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

Beryl Herman, Village Clerk

By: _____
Timothy Wiberg
Its: Village Manager

ATTEST:

R&R GLOBAL PARTNERS, LLC,
an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

#37330536_v8

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2015, by Timothy Wiberg, the Village Manager of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2015.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2015, by _____, the _____ of **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2015.

Notary Public

My Commission expires: _____

SEAL

INDEX OF EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	LEGAL DESCRIPTION OF ADJACENT PROPERTY
EXHIBIT C	ELEVATIONS
GROUP EXHIBIT D	LANDSCAPE PLANS
EXHIBIT E	PHOTOMETRIC PLAN
EXHIBIT F	SITE PLAN
EXHIBIT G	APPROVED USE LIST
EXHIBIT H	TRANSFeree ASSUMPTION AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41, RANGE 13 EAST, THENCE NORTHWESTERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, N 00 DEGREES 14' 59" W FOR A DISTANCE OF 658.58 FEET; THENCE N 88 DEGREES 10' 15" E FOR A DISTANCE OF 572.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE N 88 DEGREES 10' 15" FOR A DISTANCE OF 941.62 FEET THENCE S 01 DEGREES 54' 22" E FOR A DISTANCE OF 617.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE S 88 DEGREES 07' 30" W FOR A DISTANCE OF 941.95 FEET ALONG THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE LEAVING SAID RIGHT-OF-WAY N 01 DEGREES 52' 30" W FOR A DISTANCE OF 618.23 FEET TO THE POINT OF BEGINNING.

PIN: 10 -35 -203 -009

Commonly Known As: 6850 McCormick Boulevard, Lincolnwood, Illinois.

EXHIBIT B

LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF ADJACENT PROPERTY

PARCEL 1:

Lot 2 in the Bell and Howell Subdivision, the Plat of which was recorded September 26, 2001 as document number 0010897332 being a subdivision in the Northeast Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

PARCEL 2:

Non-exclusive easements to connect the water main and storm sewer in favor of parcel 1 as created by amended and restated Declaration of Easements and covenants dated June 28, 2000, and recorded July 12, 2000, as document 00517421 by and between Centerpoint Properties Trust and Centerpoint Realty Services Corporation. Over the property listed therein in Exhibit "C" and set forth in the Plat of Subdivision recorded as document 0010897332 (Not Plottable).

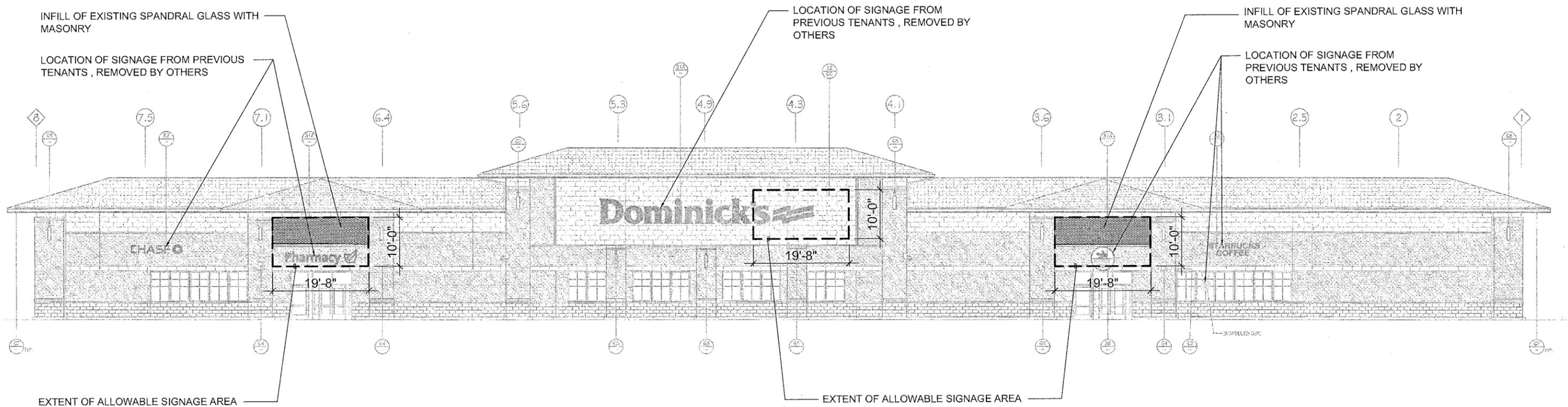
PARCEL 3:

Non-exclusive easement for the benefit of parcel 1, for pedestrian and vehicular use and the right and privilege to use all of the common areas of Lot 1 in the Bell & Howell Subdivision, the Plat of which was in the Northeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, for the purpose of ingress and egress. Deliveries, trash removal and providing access to and from public and private rights-of-way and for public and private utility services in connection with the use of parcel 1, as created by the Declaration of Easements, Covenants, Conditions and Restrictions dated June 28, 2000 and recorded October 12, 2001 as document 0010949645 (Not Plottable).

PIN: 10 -35 -203 -010

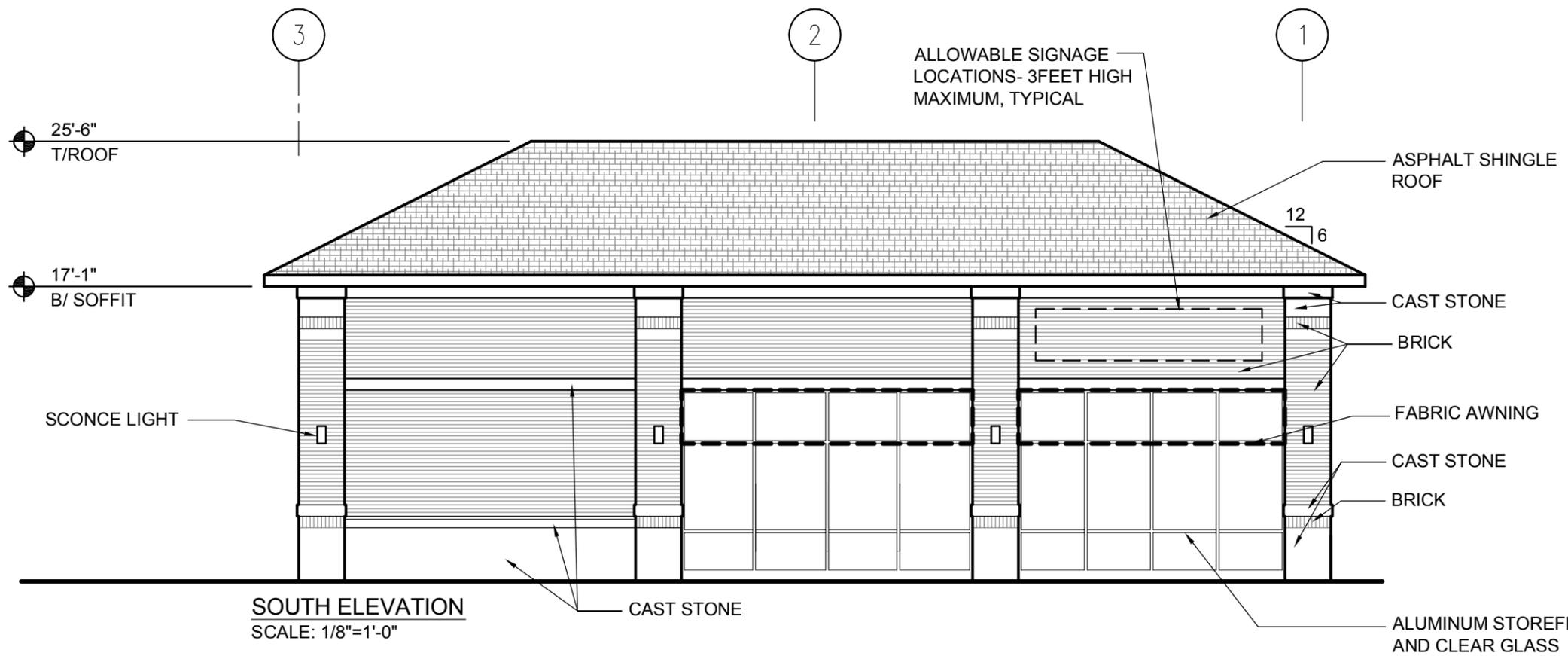
Commonly Known As: 6810 McCormick Boulevard, Lincolnwood, Illinois.

EXHIBIT C
ELEVATIONS



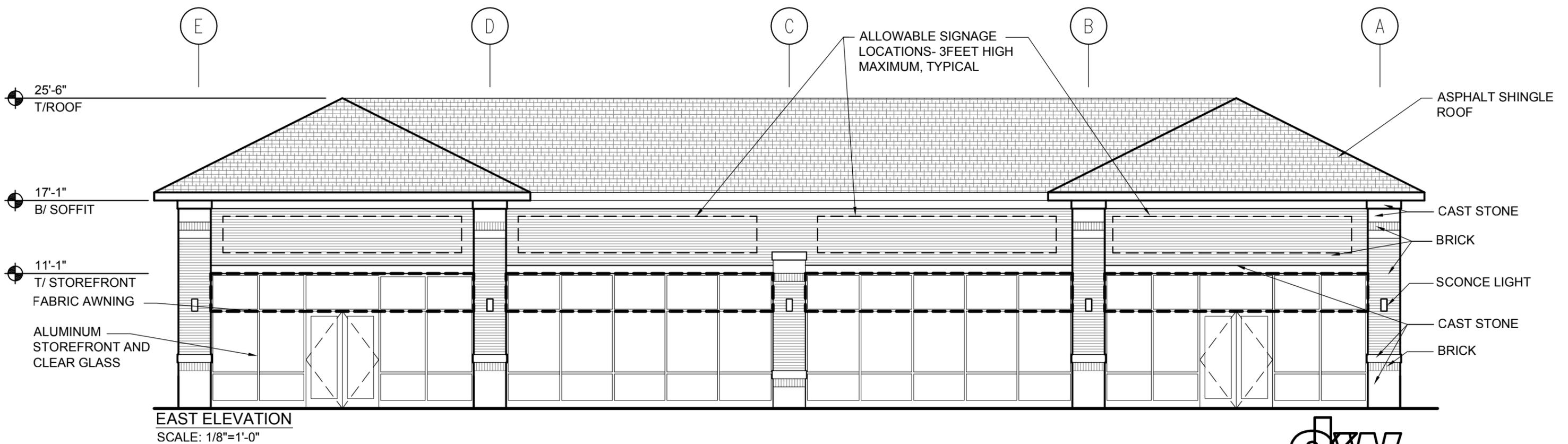
EXISTING BUILDING-EAST ELEVATION

SCALE: 1"=20'-0"



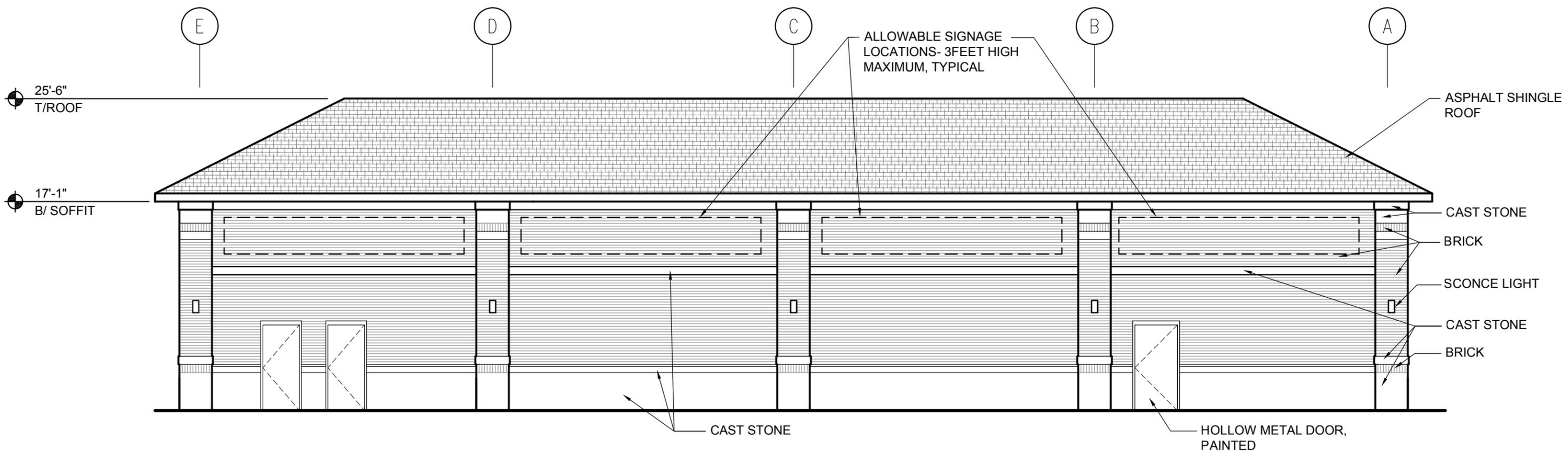
SIGNAGE NOTE:
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SOUTH ELEVATION
 SCALE: 1/8"=1'-0"



EAST ELEVATION
 SCALE: 1/8"=1'-0"

SIGNAGE NOTE:
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WEST ELEVATION
 SCALE: 1/8"=1'-0"

MCCORMICK AND PRATT RETAIL CENTER
 LINCOLNWOOD, ILLINOIS

PROPOSED ELEVATIONS

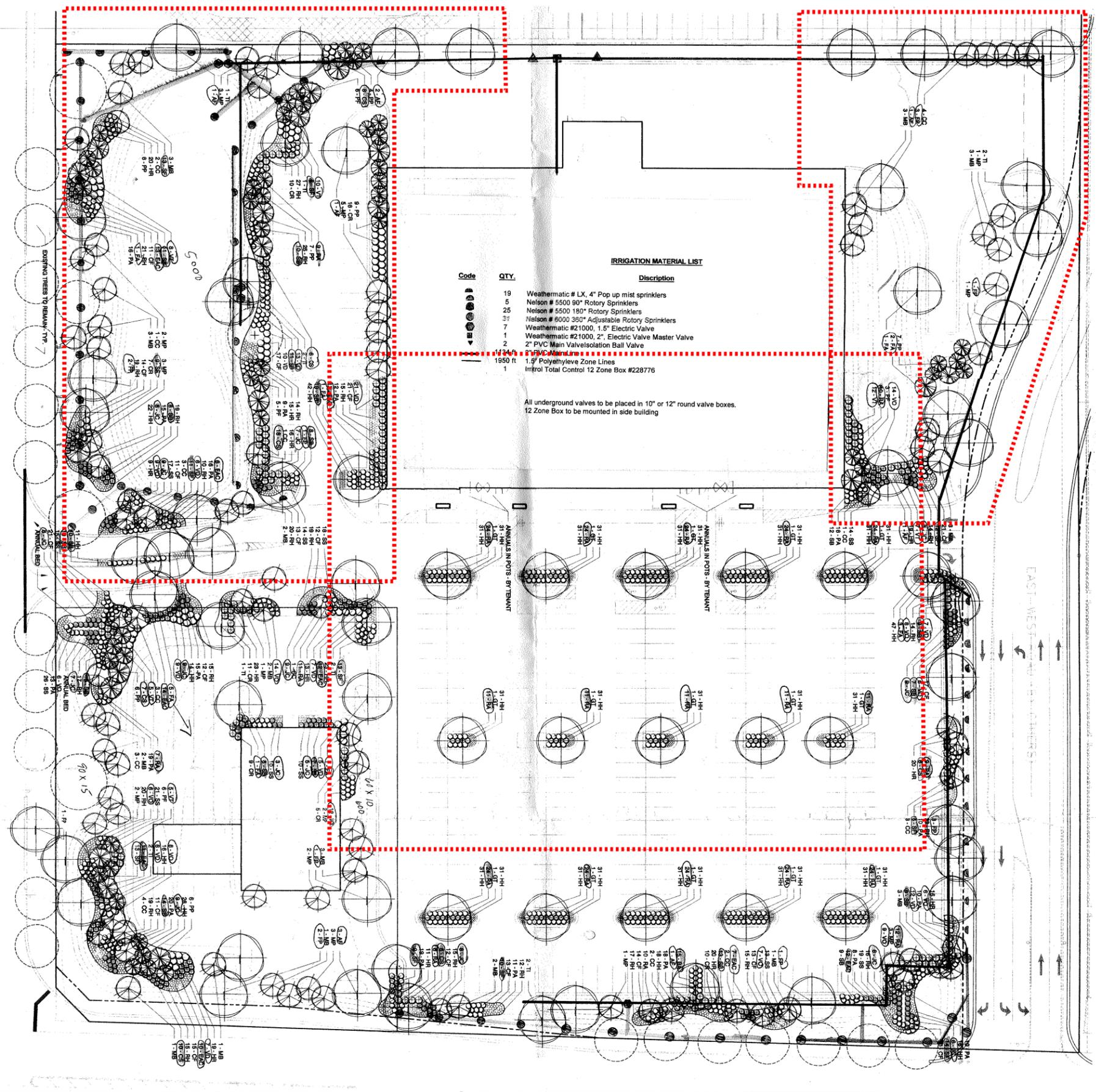


OKW Architects

DATE: JULY 27, 2015

PROJECT NUMBER: 15050

GROUP EXHIBIT D
LANDSCAPE PLANS



IRRIGATION MATERIAL LIST

Code	QTY.	Description
19		Weathermatic # LX, 4" Pop up mist sprinklers
5		Nelson # 5500 90° Rotary Sprinklers
25		Nelson # 5500 180° Rotary Sprinklers
7		Nelson # 8000 360° Adjustable Rotary Sprinklers
7		Weathermatic #21000, 1.5" Electric Valve
1		Weathermatic #21000, 2" Electric Valve Master Valve
2		2" PVC Main Valvesolation Ball Valve
12		1.5" PVC Main Lines
1950		1.5" Polyethylene Zone Lines
1		Introl Total Control 12 Zone Box #228776

All underground valves to be placed in 10" or 12" round valve boxes.
12 Zone Box to be mounted in side building

SHADE TREES

AE	Acer x'tremum/ Autumn Blaze	Autumn Blaze Maple	3 1/2" BB
FA	Fraxinus americana / Autumn Purple	White Ash	3" BB
FP	Fraxinus pennsylvanica / Marshalls	Seedless Green Ash	4" BB
GT	Gleditsia triacanthos / Skyline	Thornless Honeylocust	3" BB
TI	Tilia tomentosa	Silver Linden	3" BB

ORNAMENTAL + EVERGREEN TREES

CC	Crataegus crus-galli / Inermis	Cockspur Hawthorn	6" BB
MB	Malus / Beverly	White Crabapple	2" BB
MP	Malus / Prairiefire	Red Crabapple	2" BB
PP	Picea pungens / Glauca	Green Spruce	7 BB, 10" BB
PF	Pinus flexilis	Lumber Pine	7 BB, 10" BB

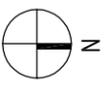
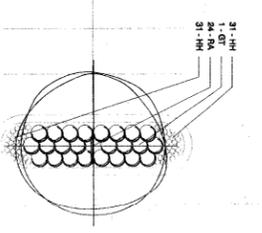
SHRUBS

CR	Cornus racemosa	Gray Dogwood	3" BB
CS	Cornus sericea	Red dogslar Dogwood	3" BB
EAC	Euonymus alatus / compacta	Compact Burningbush	24" BB
JC	Juniperus chinensis / Sea Green	Sea Green Juniper	24" BB
RA	Rhus aromatica / Gro-Low	Gro-Low Sumac	18" BB
SB	Spiraea x burnaida / Anthony Waterer	Anthony Waterer Spiraea	24" BB
SF	Spiraea x burnaida / Froebelii	Froebel Spiraea	24" BB
VD	Viburnum dentatum	Arrowwood Viburnum	3" BB
VO	Viburnum / Bailey	Bailey's Viburnum	24" BB
VT	Viburnum Trilobum*	Amer. Cranberrybush Vib.	3" BB

PERENNIALS

HH	Hemerocallis / Stella d'Oro	Stella Daylily	1 QT
HR	Hemerocallis / Carey Quinr	Red Daylily	1 QT
CF	Calamagrostis acutiflora / Karl Foerster	Feather Reed Grass	1 GAL
PA	Pennisetum alopecuroides	Fountain Grass	1 GAL
RH	Rudbeckia Goldstrum	Black-eyed Susan	1/2 GAL
SS	Sedum spectabile / Autumn Joy	Autumn Joy Sedum	1 QT

C5 ISLAND DETAIL
SCALE: 1/8"=1'-0"



McCormick & Pratt Retail Center

Lincolnwood, IL

Existing Landscape Analysis

The existing landscape at the McCormick and Pratt Retail Center was inspected and assessed for health on July 22, 2015. The following are general observations:

- Overall the landscape appears to have been installed per recorded plan dated 08-23-99.
- An excessive amount of time un-attended have left all planting beds over-grown and in need of weeding. All shrubs need pruning.
- As was common in 1999, Ash species was a prominently planted tree on this project. Many of the Ash are currently missing from the project. It is assumed they have succumbed to Emerald Ash Borer (EAB). It is recommended that remaining Ash be removed.

Attached is an exhibit that shows a more specific analysis of the existing trees on the site.

- Trees colored green are in place and are of fair-good health.
- Trees colored orange are of poor health and should be removed.
- Trees colored red are not planted on site.

Please note the following from the attached exhibit:

1. Trees noted with this number are Ash and should be removed to prevent the spread of Emerald Ash Borer.
2. This designation means that two trees were planted in the parking lot island versus one as was originally shown on the plan.
3. Trees noted with this number will be removed to make way for future improvements and installation of the outlot building as shown on the proposed site plan.

Plant counts

Trees planted and in good/fair health	119
Trees recommended to be removed (potential Emerald Ash Borer)	11
Trees to be removed for future development	9

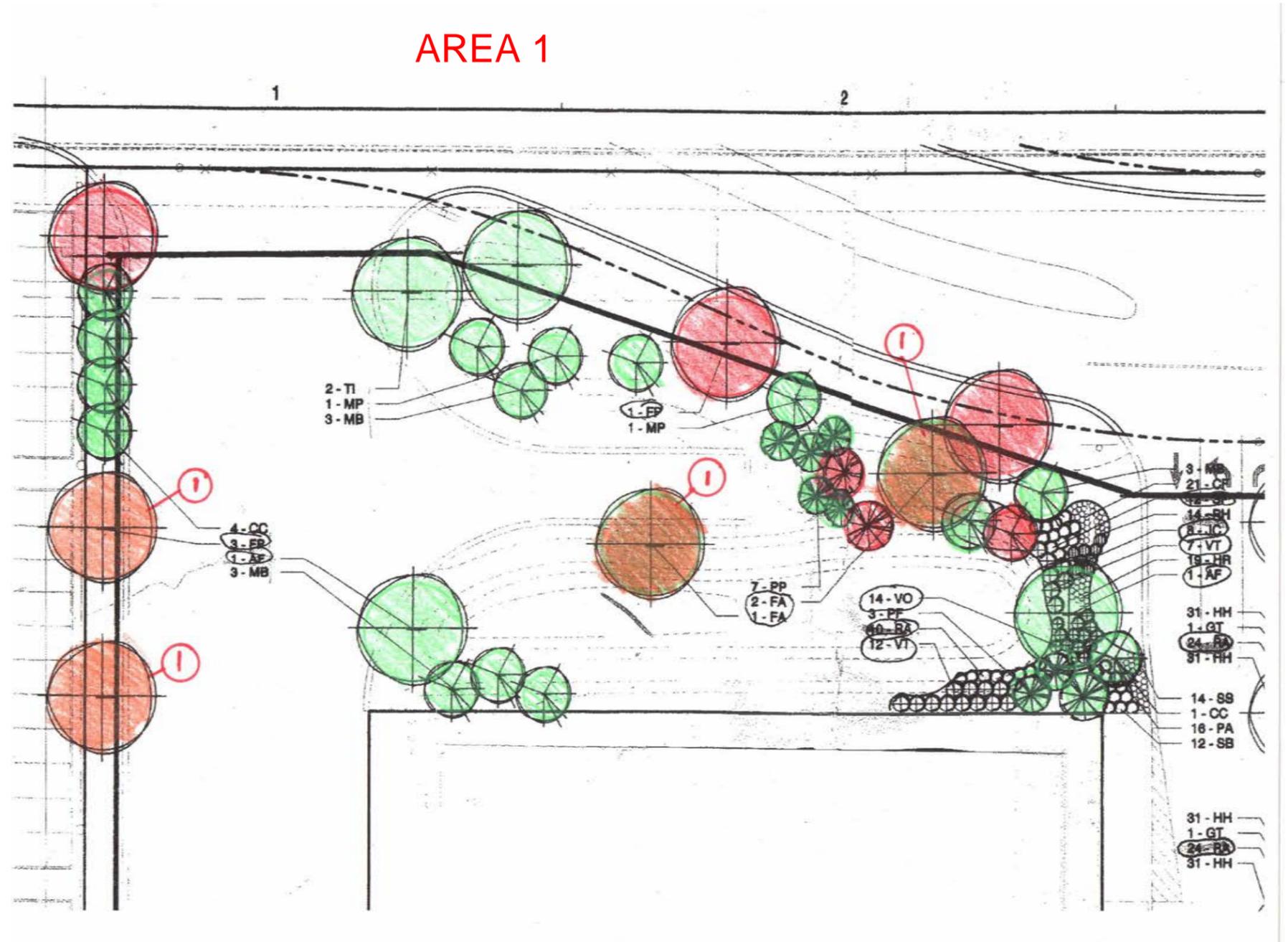


EXHIBIT E
PHOTOMETRIC PLAN

NORTHEAST PARKWAY

N. MCCORMICK BLVD.

TENANT A
PLANET FITNESS

TENANT B
PET MART

TENANT C
ORGANIC FOOD

LOT 2
NOT INCLUDED

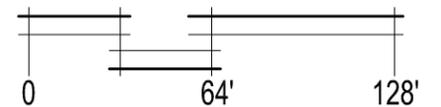
PRATT AVE.

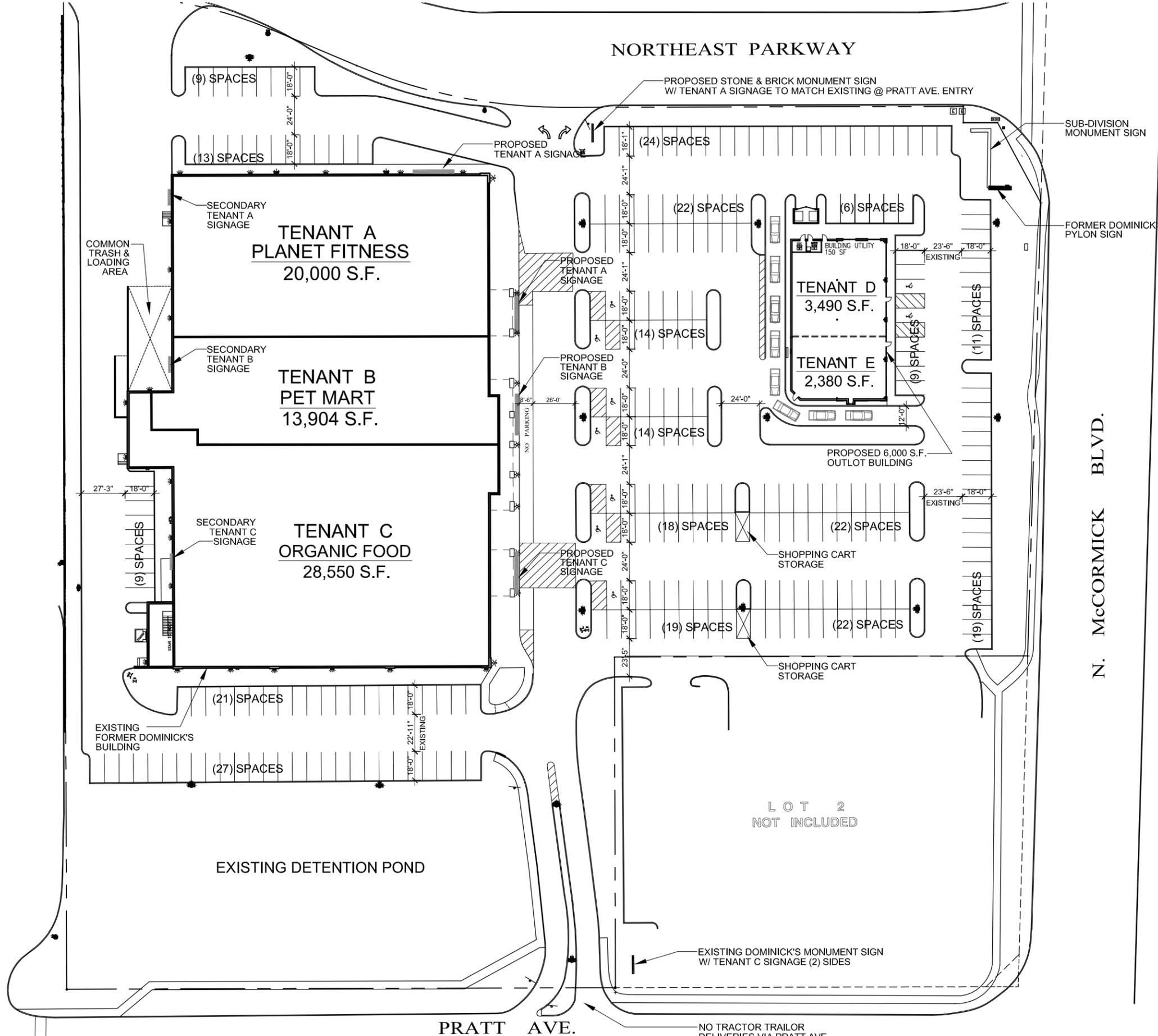
LIGHTING DISTRIBUTION STATISTICS						
DESCRIPTION	SYMBOL	AVERAGE	MAX	MIN	MAX/MIN	AVG/MIN
BACK ACCESS STREET	+	2.6 fc	6.8 fc	0.7 fc	9.7 : 1	3.7 : 1
EMPLOYEE PARKING LOT 1	+	4.7 fc	12.0 fc	1.1 fc	10.9 : 1	4.3 : 1
EMPLOYEE PARKING LOT 2	+	3.5 fc	12.2 fc	0.1 fc	122.0 : 1	35.0 : 1
MAIN ACCESS STREET	+	4.6 fc	8.8 fc	0.6 fc	14.7 : 1	7.7 : 1
MAIN PARKING AREA	+	4.2 fc	11.9 fc	0.8 fc	14.9 : 1	5.3 : 1

LIGHTING FIXTURE SCHEDULE						
FIXTURE TYPE	MANUFACTURER	MODEL	LAMPS OR TUBES			REMARKS
			NUMBER	WATTS	TYPES	
SA	GARDCO	-	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE V
SB	GARDCO	-	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE IV FORWARD THROW
SC	GARDCO	-	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE III
SD	GARDCO	-	1	400W	METAL HALIDE	SINGLE POLE - TYPE III
SE	GARDCO	-	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE IV FORWARD THROW



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





PARKING SUMMARY

REQUIRED PARKING

TENANT A (HEALTH CLUB):
 1 PER (3) PERSONS + 1 PER (2) EMPLOYEES
 215 OCCUPANTS + 10 EMPLOYEES = (77) REQ'D SPACES

TENANT B (RETAIL):
 3.3 SPACES PER 1,000 S.F. = (46) REQ'D SPACES

TENANT C (GROCERY):
 4.5 SPACES PER 1,000 S.F. = (129) REQ'D SPACES

TENANT D (DRY CLEANER):
 4 SPACES PER 1,000 S.F. = (14) REQ'D SPACES

TENANT E (RESTAURANT):
 10 SPACES PER 1,000 S.F. = (24) REQ'D SPACES

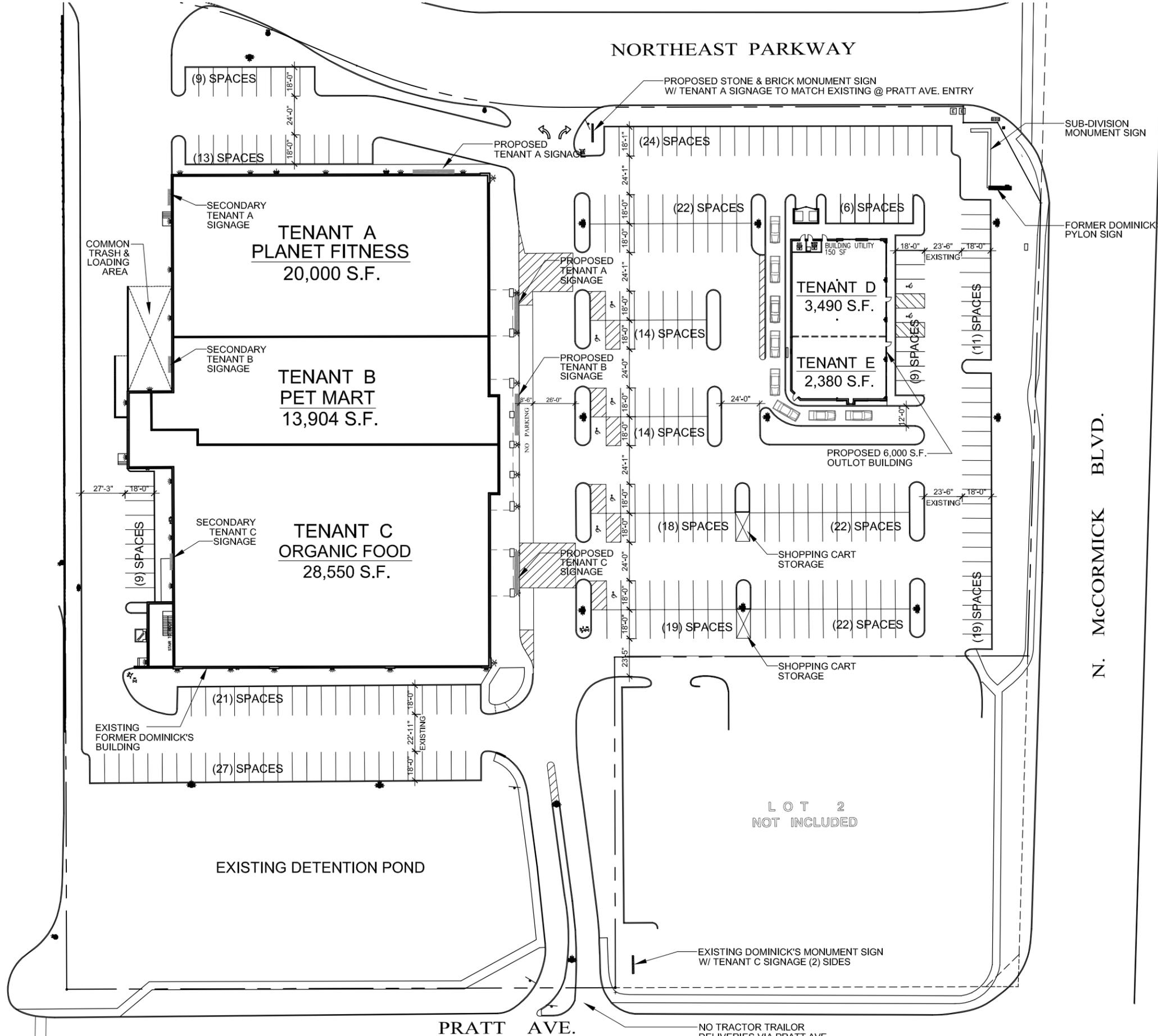
TOTAL REQUIRED SPACES = (290) REQ'D SPACES
 TOTAL PROVIDED = (279) ACTUAL SPACES

— PROPOSED SIGNAGE



EXHIBIT F

SITE PLAN



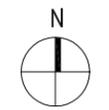
PARKING SUMMARY

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— PROPOSED SIGNAGE



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

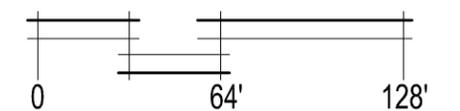


EXHIBIT G

APPROVED USE LIST

Lincolnwood, IL
Permitted Use Categories for PUD Amendment

Apparel and Accessories – All
Art Supplies
Auto Parts
Auto Sales with no Exterior Storage/Display
Banks
Bar
Bookstores
Candy
Cards / Party Supply
Cellular Phones
Coffee
Convenience
Cookware
Cosmetics / Beauty Supply
Craft / Fabric
Doughnuts
Drug Store
Dry Cleaners / Laundromat (w/On-site Plant)
Green Technology
Education / School Supply
Electronics
Fast Food – All Types
Floor Coverings
Florist
Food Specialty
Furniture
Glass
Grocery
Hair Care / Salon
Hardware Store
Healthcare
Health Club / Recreation
Hobby Store
Home Décor
Home Improvement
Ice Cream
Jewelry
Linens
Liquor Store, Package Goods
Mattress
Music
Musical Instruments
Office, General or Professional
Office, Medical or Dental
Office Supplies

Lincolnwood, IL
Permitted Use Categories for PUD Amendment

Optical
Pet Store
Pet Supplies
Pharmacy
Photo / Camera
Physical Therapy
Postal Service/Package Delivery & Logistics
Printers
Private Membership Organization/Fraternal
Organizations
Records
Rent to Own
Restaurant – All Types
Shoes
Signs
Sporting Goods (Sale of Guns Prohibited)
Swim School
Tanning Salon
Tobacco Products
Toys / Hobbies
Urgent Care
Vitamins / Supplements
Weight Loss
Windows

EXHIBIT H

TRANSFEEE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 201____, between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company ("**Developer**"), and _____ ("**Transferee**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20____, the Transferee agreed to purchase from Developer its interest in certain real property situated in Cook County, Illinois and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

WHEREAS, following the conveyance of the interest of Developer in the Property by Developer, the Transferee will have an interest in the Property; and

WHEREAS, as a condition to the conveyance of the interest in the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 2015, and recorded in the office of the Cook County Recorder on _____, 2015, as Document No. _____, by and between the Village and Developer ("**Development Agreement**");

NOW, THEREFORE, in consideration of the agreement of Developer to convey its interest the Property to the Transferee, and of the Village, Developer, *and* Developer to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Developer, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer.

3. **Payment of Village Fees and Costs**. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer.** The Village and Developer hereby acknowledge their agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the Village and Developer hereby release Developer from any liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

Village Clerk

By: _____
Its: Village Manager

ATTEST:

R&R GLOBAL PARTNERS, LLC,
an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

[TRANSFEREE]

By: _____

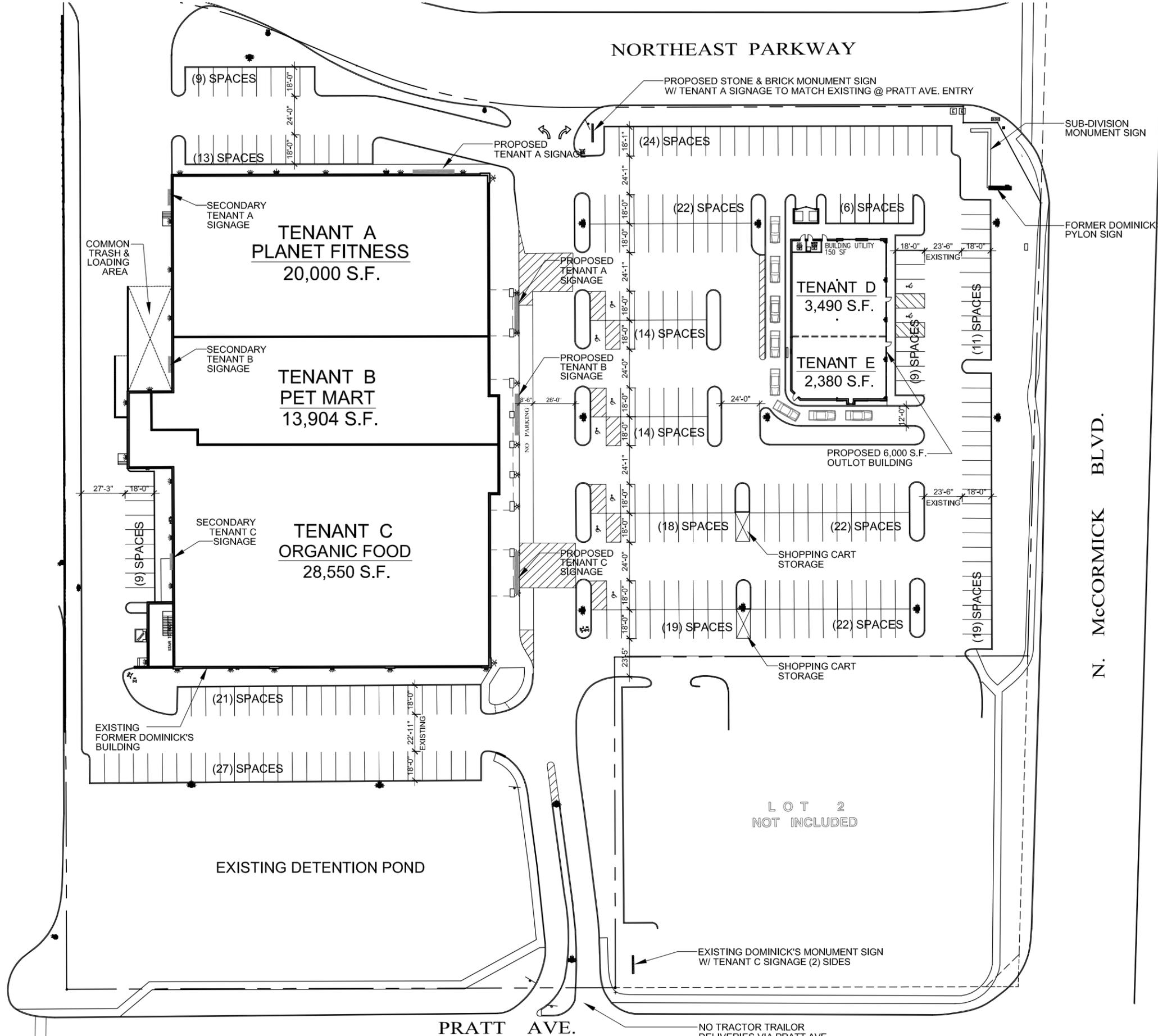
By: _____

Its: _____

Its: _____

EXHIBIT C

Proposed Site Plan A



PARKING SUMMARY

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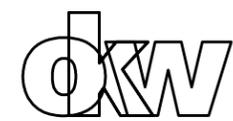


EXHIBIT D

McCormick and Pratt Retail Center Overall Landscape Plan

EXHIBIT E

McCormick and Pratt Retail Center Landscape Plan – Area 1

McCormick & Pratt Retail Center

Lincolnwood, IL

Existing Landscape Analysis

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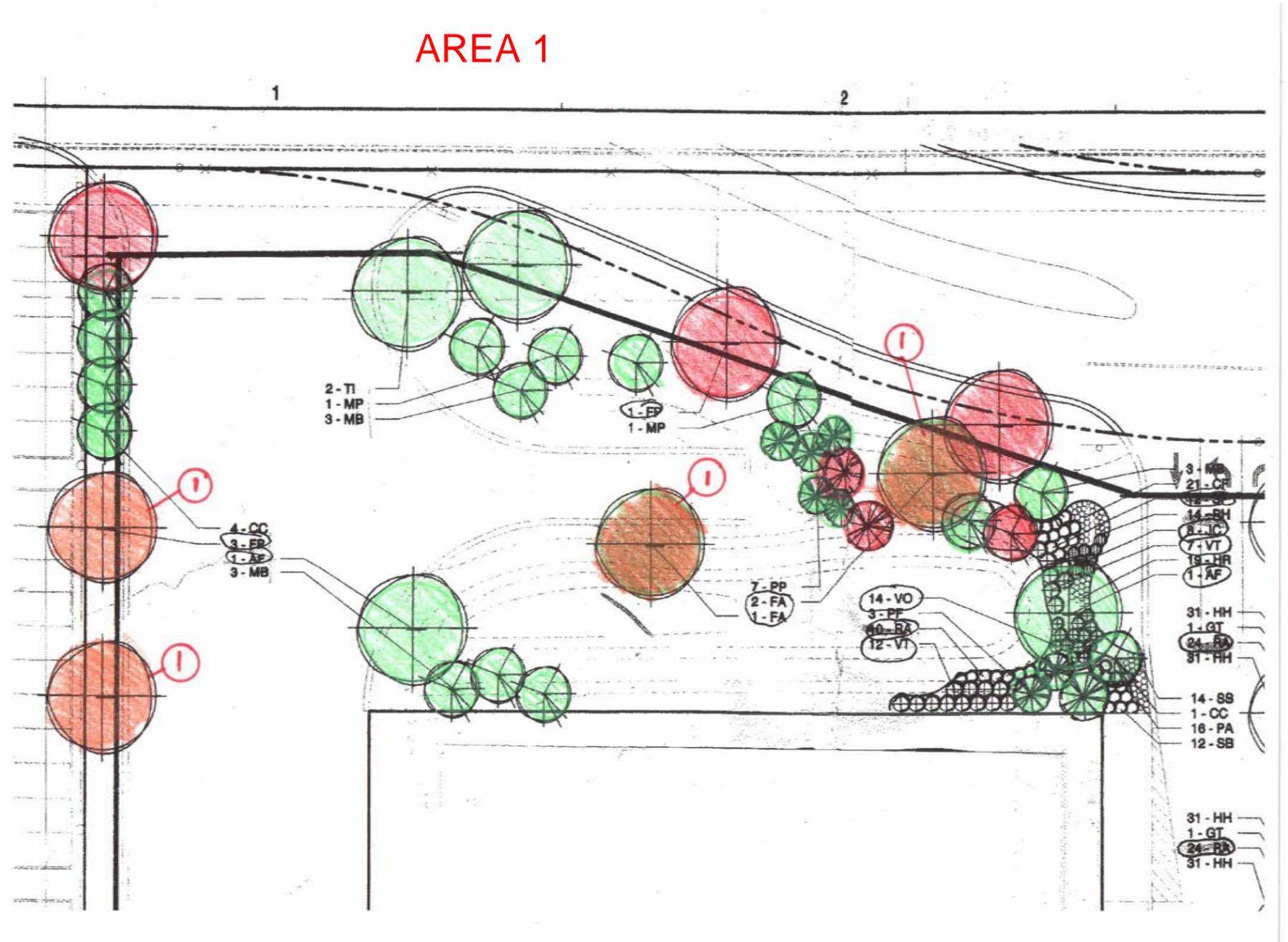
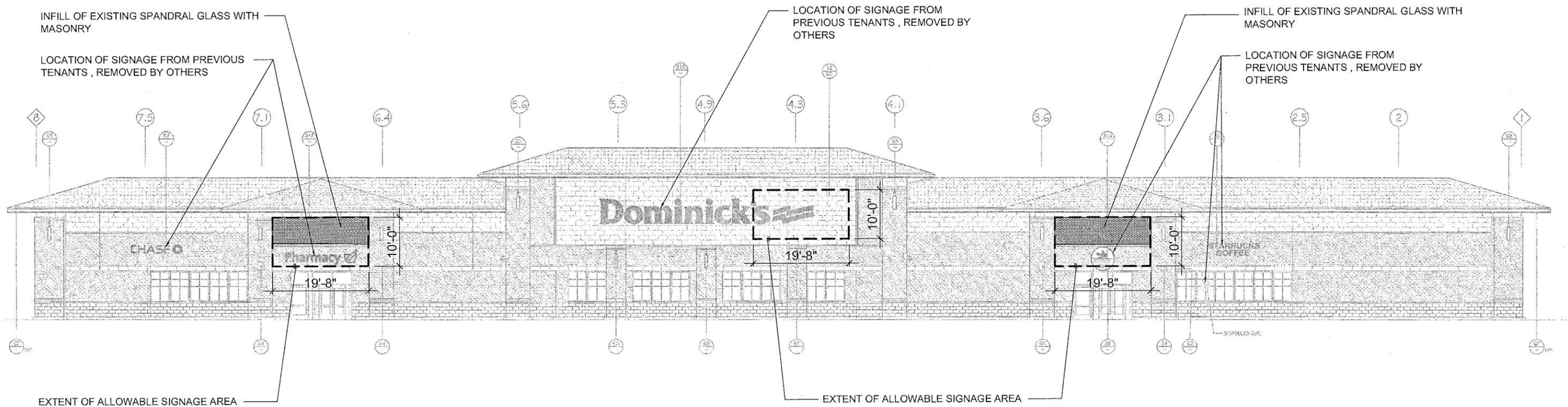


EXHIBIT F

McCormick and Pratt Retail Center Landscape Plan – Areas 2 & 3

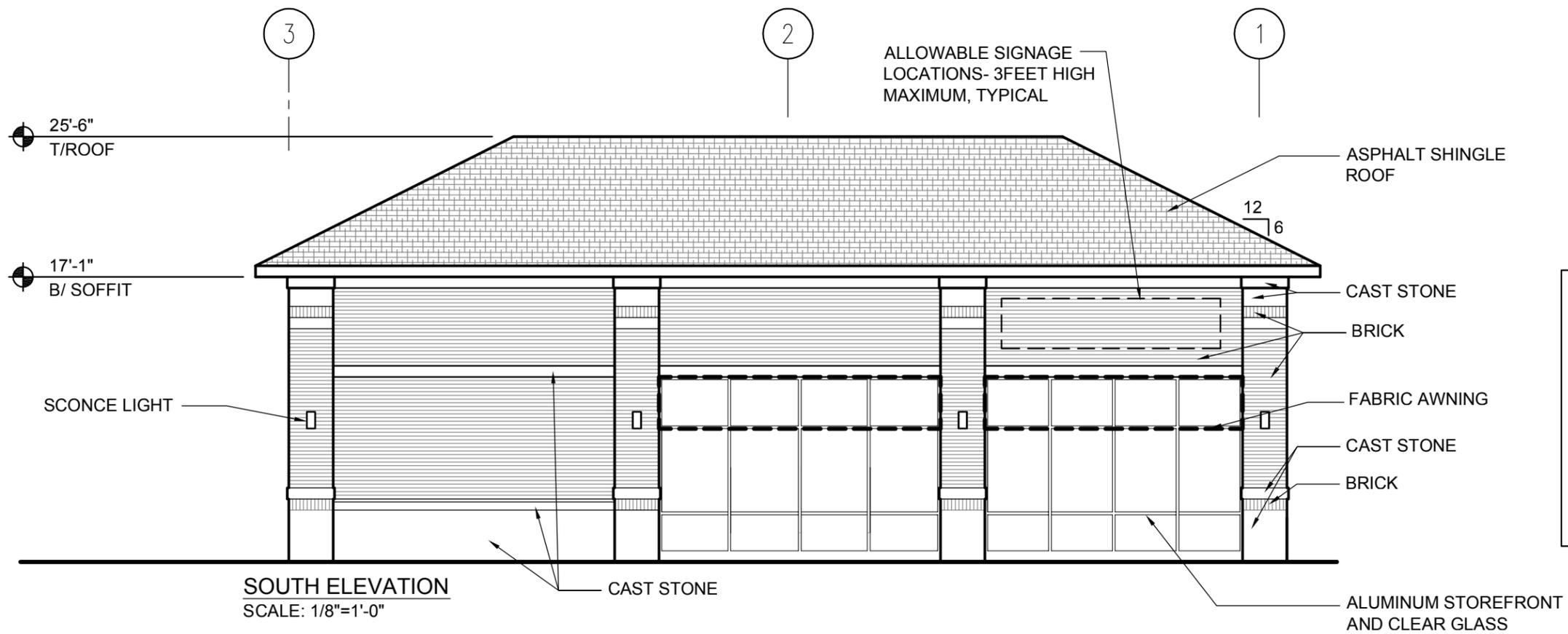
EXHIBIT G

McCormick and Pratt Retail Center Proposed Elevations

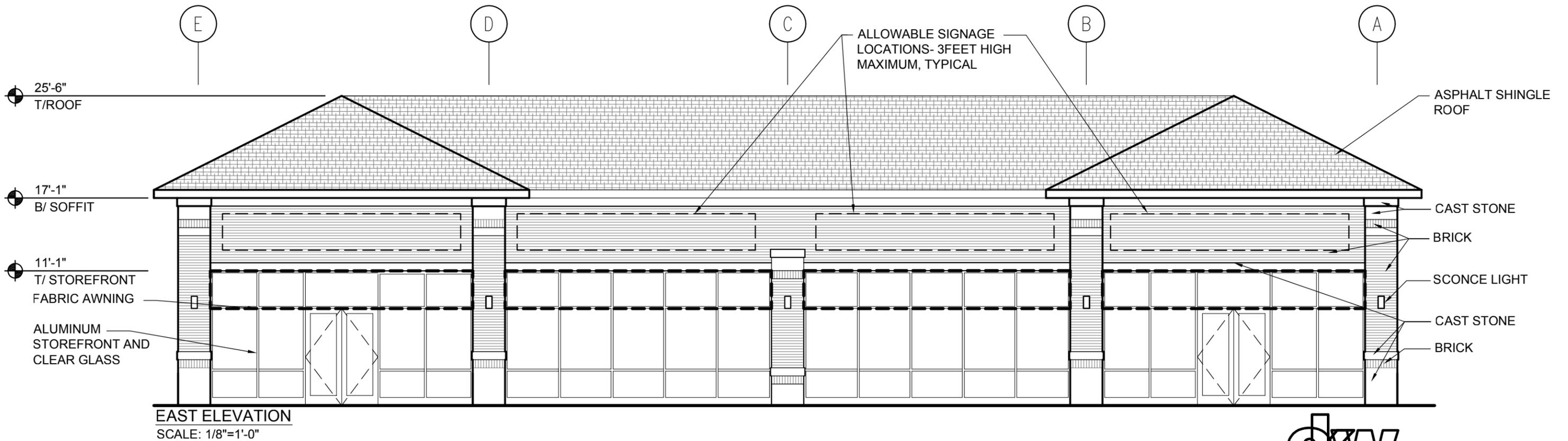


EXISTING BUILDING-EAST ELEVATION

SCALE: 1"=20'-0"

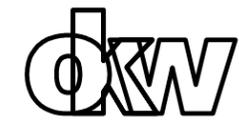


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MCCORMICK AND PRATT RETAIL CENTER

PROPOSED ELEVATIONS



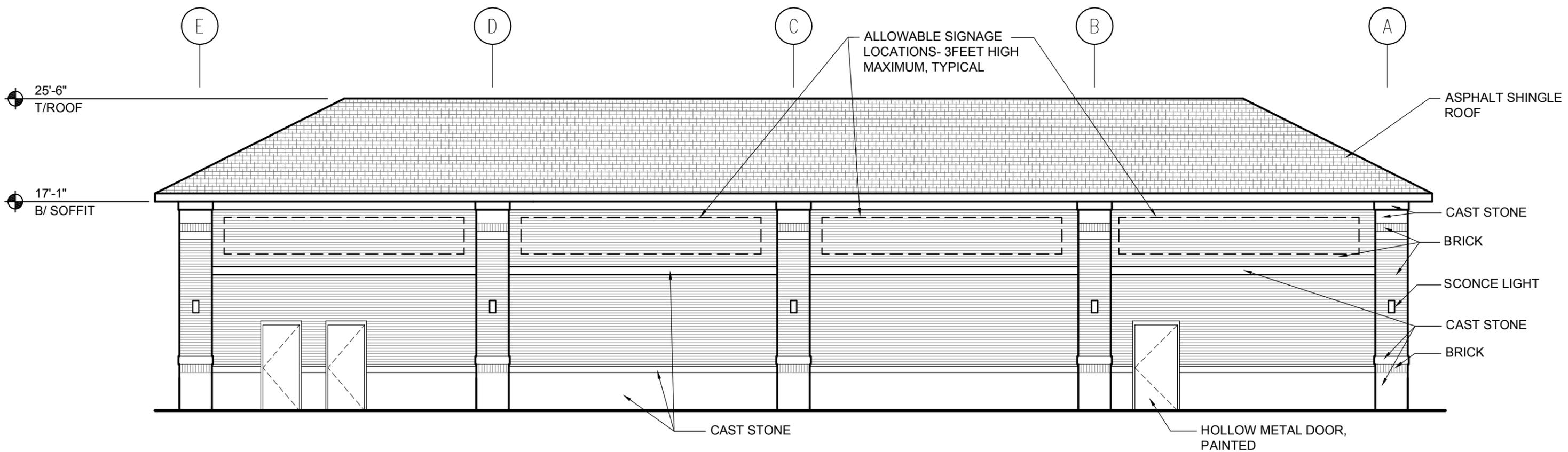
OKW Architects

LINCOLNWOOD, ILLINOIS

DATE: JULY 27, 2015

PROJECT NUMBER: 15050

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WEST ELEVATION
 SCALE: 1/8"=1'-0"

MCCORMICK AND PRATT RETAIL CENTER
 LINCOLNWOOD, ILLINOIS

PROPOSED ELEVATIONS



OKW Architects

DATE: JULY 27, 2015

PROJECT NUMBER: 15050

EXHIBIT H

McCormick and Pratt Retail Center Photometrics – Site Plan ‘A’

NORTHEAST PARKWAY

N. MCCORMICK BLVD.

TENANT A
PLANET FITNESS

TENANT B
PET MART

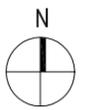
TENANT C
ORGANIC FOOD

LOT 2
NOT INCLUDED

PRATT AVE.

LIGHTING DISTRIBUTION STATISTICS						
DESCRIPTION	SYMBOL	AVERAGE	MAX	MIN	MAX/MIN	AVG/MIN
BACK ACCESS STREET	+	2.6 fc	6.8 fc	0.7 fc	9.7 : 1	3.7 : 1
EMPLOYEE PARKING LOT 1	+	4.7 fc	12.0 fc	1.1 fc	10.9 : 1	4.3 : 1
EMPLOYEE PARKING LOT 2	+	3.5 fc	12.2 fc	0.1 fc	122.0 : 1	35.0 : 1
MAIN ACCESS STREET	+	4.6 fc	8.8 fc	0.6 fc	14.7 : 1	7.7 : 1
MAIN PARKING AREA	+	4.2 fc	11.9 fc	0.8 fc	14.9 : 1	5.3 : 1

LIGHTING FIXTURE SCHEDULE						
FIXTURE TYPE	MANUFACTURER	MODEL	LAMPS OR TUBES			REMARKS
			NUMBER	WATTS	TYPES	
SA	GARDCO	-	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE V
SB	GARDCO	-	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE IV FORWARD THROW
SC	GARDCO	-	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE III
SD	GARDCO	-	1	400W	METAL HALIDE	SINGLE POLE - TYPE III
SE	GARDCO	-	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE IV FORWARD THROW



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

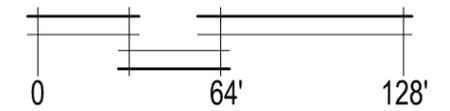


EXHIBIT I

Permitted Use Categories

Lincolnwood, IL
Permitted Use Categories for PUD Amendment

Apparel and Accessories – All
Art Supplies
Auto Parts
Auto Sales with no Exterior Storage/Display
Banks
Bar
Bookstores
Candy
Cards / Party Supply
Cellular Phones
Coffee
Convenience
Cookware
Cosmetics / Beauty Supply
Craft / Fabric
Doughnuts
Drug Store
Dry Cleaners / Laundromat (w/On-site Plant)
Green Technology
Education / School Supply
Electronics
Fast Food – All Types
Floor Coverings
Florist
Food Specialty
Furniture
Glass
Grocery
Hair Care / Salon
Hardware Store
Healthcare
Health Club / Recreation
Hobby Store
Home Décor
Home Improvement
Ice Cream
Jewelry
Linens
Liquor Store, Package Goods
Mattress
Music
Musical Instruments
Office, General or Professional
Office, Medical or Dental
Office Supplies

Lincolnwood, IL
Permitted Use Categories for PUD Amendment

Optical
Pet Store
Pet Supplies
Pharmacy
Photo / Camera
Physical Therapy
Postal Service/Package Delivery & Logistics
Printers
Private Membership Organization/Fraternal
Organizations
Records
Rent to Own
Restaurant – All Types
Shoes
Signs
Sporting Goods (Sale of Guns Prohibited)
Swim School
Tanning Salon
Tobacco Products
Toys / Hobbies
Urgent Care
Vitamins / Supplements
Weight Loss
Windows

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

A RESOLUTION DESIGNATING A BLIGHTED AREA

(6850 N. McCormick Boulevard)

WHEREAS, the Village President and Board of Trustees have reviewed the conditions on that certain real property consisting of approximately 6.59 acres, located at the address commonly known as 6850 North McCormick Boulevard in the Village, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Area**"); and

WHEREAS, the Area is improved with: (i) one 62,000 square-foot retail building formerly used as a grocery store; and (ii) an approximately 83,843 square-foot surface parking lot; and

WHEREAS, the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "**TIF Act**"), provides criteria for determining whether an area is a blighted area under the TIF Act; and

WHEREAS, pursuant to Section 5/11-74.4-3(a)(1) of the TIF Act, a blighted area includes the presence of at least five of the following thirteen factors: (i) dilapidation; (ii) obsolescence; (iii) deterioration; (iv) presence of structures below minimum code standards; (v) illegal use of individual structures; (vi) excessive vacancies; (vii) lack of ventilation, light, or sanitary facilities; (viii) inadequate utilities; (ix) excessive land coverage and overcrowding of structures and community facilities; (x) deleterious land use or layout; (xi) need for environmental clean-up; (xii) lack of community planning; and (xiii) the total equalized assessed value of the proposed redevelopment project area has declined three of the last five years (collectively, the "**TIF Blight Factors**"); and

WHEREAS, the Area is located within the Northeast Industrial District redevelopment project area established pursuant to the TIF Act; and

WHEREAS, the Village President and Board of Trustees have reviewed the report titled "Village of Lincolnwood: Confirmation of Blighted Designation Eligibility," prepared by Kane, McKenna and Associates, Inc.," dated June, 2015, and attached to and, by this reference, made a part of this Resolution as **Exhibit B** ("**Report**"); and

WHEREAS, the Report has determined that the following five TIF Blight Factors are present in the Area, as further described in the Report, which determination the Village President and Board of Trustees hereby adopt as their finding by reference: (i) excessive vacancies; (ii) obsolescence; (iii) lagging or declining equalized assessed valuations; (iv) a lack of community planning; and (v) deterioration; and

WHEREAS, the Village President and Board of Trustees have determined that the Report provides sufficient support for a conclusion that the Area satisfies the legal definition of a blighted area under the TIF Act; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to designate the Area as a blighted area;

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. BLIGHT FINDINGS. The Village President and Board of Trustees hereby find that the Area:

- A. Suffers from excessive vacancies;
- B. Is economically obsolete;
- C. Has lagging or declining equalized assessed valuations;
- D. Suffers from a lack of community planning; and
- E. Is deteriorated and dilapidated.

SECTION 3. BLIGHT DESIGNATION. Based on the blight findings set forth in Section 2 of this Resolution, the President and Board of Trustees hereby determine that:

- A. The Area is a blighted area;
- B. Unless corrected, the blighted condition of the Area will persist and continue to delay any future economic development of the Area; and
- C. The Area is therefore in need of development and renewal to prevent the spread of blight.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval in the manner 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

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

#37387699_v2

EXHIBIT A

LEGAL DESCRIPTION OF AREA

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41, RANGE 13 EAST, THENCE NORTHWESTERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, N 00 DEGREES 14' 59" W FOR A DISTANCE OF 658.58 FEET; THENCE N 88 DEGREES 10' 15" E FOR A DISTANCE OF 572.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE N 88 DEGREES 10' 15" FOR A DISTANCE OF 941.62 FEET THENCE S 01 DEGREES 54' 22" E FOR A DISTANCE OF 617.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE S 88 DEGREES 07' 30" W FOR A DISTANCE OF 941.95 FEET ALONG THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE LEAVING SAID RIGHT-OF-WAY N 01 DEGREES 52' 30" W FOR A DISTANCE OF 618.23 FEET TO THE POINT OF BEGINNING.

PIN: 10 -35 -203 -009

Commonly Known As: 6850 McCormick Boulevard, Lincolnwood, Illinois.

EXHIBIT B

REPORT

**VILLAGE OF LINCOLNWOOD
CONFIRMATION OF TAX INCREMENT FINANCE DISTRICT (TIF)
ELIGIBILITY:
6850 NORTH MCCORMICK BOULEVARD**

A study to determine whether all or a portion of an area located in the Village of Lincolnwood qualifies as a blighted area as set forth in the definitions in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended.

**Prepared for:
The Village of Lincolnwood**

**Prepared by:
Kane, McKenna and Associates, Inc.**

September, 2015

**VILLAGE OF LINCOLNWOOD
CONFIRMATION OF TAX INCREMENT FINANCE DISTRICT (TIF)
ELIGIBILITY:
6850 NORTH MCCORMICK BOULEVARD**

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EXECUTIVE SUMMARY

Kane, McKenna and Associates, Inc. (“KMA”) has been retained by the Village of Lincolnwood to conduct an analysis confirming the TIF eligibility (see below) of an area that is located at 68150 North McCormick Boulevard. The area includes one (1) tax parcel: 10-35-203-009 (the “Property”).

The Village of Lincolnwood (the “Village”) has two principle aims in pursuing the redevelopment of the Property. The first goal is to promote redevelopment of an area that has experienced certain impediments such as obsolescence, excessive vacancies, and deterioration. This designation would enable the Village to address impediments through the use of the Cook County Class 7(b) tax incentive.

Secondly, redevelopment action would address the limited opportunities the Village has to encourage new commercial growth and mixed uses within a “land-locked” community. Because the Village (a) is a mature community that can no longer grow through annexation, (b) has few parcels of undeveloped land remaining within Village limits, and (c) has few groupings of properties served by major roadways, the targeted redevelopment area provides an opportunity to undertake major new reinvestment of a vacant structure and site improvements. By so doing, it would support the Village’s strategy for the encouragement of growth through the reuse and redevelopment under-utilized properties.

Based upon the analysis completed to date, KMA has reached the following conclusions regarding the qualification of the Property as a “blighted area.”

- 1) *The Property continues to qualify as a “blighted area”* under the Illinois Tax Increment Allocation Redevelopment Act (ILCS 5/11-74.4-1 et. seq., as amended; hereinafter referred to as the “TIF Act” or “Act”). This condition prevents, or threatens to prevent, the healthy economic and physical development of properties in a manner that the community deems essential to its overall economic health.
- 2) *Current conditions impede redevelopment* – The existence of certain conditions found at the Property present impediments to the area’s successful redevelopment. This is because the factors negatively impact coordinated and substantial private sector investment. Without the use of Village planning and economic development resources including the use of the Cook County Class 7(b) tax incentive to mitigate such factors, potential redevelopment projections (along with other activities that require private sector investment) are not likely to be economically feasible.
- 3) *Viable redevelopment sites could produce additional revenue* – The Property potentially could be redeveloped or rehabilitated and thereby produce incremental property tax and sales tax revenue. Such revenue, used in combination with other Village resources for redevelopment incentives would likely stimulate private investment and reinvestment at the Property and also benefit adjoining properties.

- 4) *Blighted Area* – To mitigate redevelopment area conditions, promote private sector investment, and foster the economic viability, KMA recommends that the Village proceed with the formal confirmation of the Property as a “blighted area”.

I. INTRODUCTION AND BACKGROUND

Kane, McKenna and Associates, Inc. (“KMA”) has evaluated certain tax parcels located at 6850 North McCormick Boulevard to determine whether they qualify as a “blighted area” as defined in the TIF Act. The Property formerly housed a Dominick’s food store, since vacated in late 2013.

Because of the conditions observed at the Property area and the required coordination for future land uses, the Village is favorably disposed toward supporting redevelopment efforts. The Village has determined that redevelopment should take place through the benefit and guidance of comprehensive economic planning by the Village. Through this coordinated effort, conditions at Property are expected to improve and development barriers to be mitigated.

The Village has further determined that redevelopment is feasible only with public finance assistance including a Cook County Class 7(b) utilization.

The use of the Class 7(b) incentive relies upon induced private redevelopment to create higher real estate values that would otherwise decline without such investment. This would result in increased property taxes compared to the previous land use (or lack of use). In this way, the existing tax base for all tax districts would be protected.

R+R Global Partners, Inc. (or entities formed by it) has prepared to redevelop the Property subject to utilization of the Cook County Class 7(b) incentive.

The Property consists of a vacant 62,000 s.f. former Dominick’s Food Store occupying approximately 280,159 s.f. of land located at 6850 North McCormick Boulevard within the Village.

The Property has a number of important assets:

- The Property is located adjacent to important local roads in terms of visibility;
- The Property is situated near other complimentary users; and
- The area would serve community residents with commercial and related retail services.

Despite its potential advantages, the Property includes a structure that was a special use (utilized as a grocery store as part of the Dominick’s chain) and exhibits a variety of economic development impediments as identified in the TIF Act, such as excessive vacancies and obsolescence, as well as deferred maintenance. In comparison to the balance of Village taxable value, the TIF district property valuations have lagged behind the Village’s annual growth rates. Section V of this report identifies other impediments to redevelopment.

KMA formally began its analysis by conducting a series of meetings and discussions with Village staff, starting in June, 2015 and continuing periodically up to the date of this report's issuance. The purpose of the meetings was to gather data related to the qualification criteria for the Property. These meetings were complemented by a series of field surveys of the entire area to evaluate the condition of the TIF District. The field surveys and data collected have been utilized to test the likelihood that property would qualify for conservation area designation.

For the purpose of the study, the Property was examined in the context of the TIF Act governing improved areas (separate provisions of the TIF Act address unimproved areas). The qualification factors discussed in this report qualify the area as a conservation area, as the term is defined under the TIF Act.

During the course of its work, KMA reported to key Village staff its findings regarding TIF qualification and redevelopment prospects for the area under study.

For additional information about KMA's data collection and evaluation methods, refer to Section IV of this report.

II. QUALIFICATION CRITERIA USED

Kane, McKenna and Associates, Inc. evaluated the TIF District to determine the presence or absence of qualifying factors listed in the TIF Act. The relevant sections of the TIF Act are found below.

The TIF Act sets out specific procedures which must be adhered to in designating a TIF District/Redevelopment Project Area. By definition, a Redevelopment Project Area (RPA) is:

“An area designated by the municipality, which is not less in the aggregate than 1 1/2 acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

TIF Qualification Factors for a blighted area. In accordance with the Illinois TIF Act, KMA revised the following factors are to determine TIF qualification:

If a *blighted area*, industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:

- (A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- (B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.
- (C) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

- (D) Presence of Structures Below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.
- (E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- (F) Excessive Vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- (G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- (H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.
- (I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

- (J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.
- (K) Environmental Clean-Up. The Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.
- (L) Lack of Community Planning. The Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.
- (M) "Stagnant" or Declining EAV. The total equalized assessed value (EAV) of the Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

III. THE BLIGHTED AREA

The Property contains one (1) tax parcel located at the northwest intersection of McCormick Boulevard and Pratt Avenue. Please refer to Exhibit A which contains a map.

Despite the obsolescence and ongoing vacancies associated with the former Dominick's store property, the overall area has a number of assets as identified in Section I above. In addition to traffic volume desirable for retail, commercial and mixed uses, it has a number of other advantages that could be leveraged in the future, including visibility at a prominent intersection and proximity to other retail and commercial uses.

IV. METHODOLOGY OF EVALUATION

In evaluating the Property for designation as a conservation area, the following methodology was utilized:

- 1) Site surveys of the Area were undertaken by representatives from KMA, supplemented with photographic analysis of the sites. Site surveys were completed for each parcel.
- 2) KMA performed EAV trend analysis to ascertain whether EAV growth underperformed or declined in comparison to the remaining part of the Village.
- 3) KMA conducted evaluations of exterior and interior components and associated site improvements, noting such conditions as deterioration and obsolescence. Additionally, KMA reviewed the following data: 2008-2014 tax information from Cook County, tax parcel maps, site data, local history (based on discussions with Village officials and staff), and an evaluation of area-wide factors that have affected the area's development (e.g., excessive vacancies, obsolescence, etc.).
- 4) Existing structures and site conditions were initially surveyed for the purpose of comparing said conditions against the TIF Act criteria, to the best and most reasonable extent possible.
- 5) The Property was examined to assess the applicability of the factors required for qualification for TIF designation under the TIF Act. KMA evaluated parcels by reviewing the information obtained for each factor against the relevant statutory criteria. Improved land within the RPA was examined to determine the applicability of the thirteen (13) different factors for qualification for TIF designation under this statute (referenced in Section II of this report).

V. QUALIFICATION FINDINGS

Based upon KMA’s evaluation the Property and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification as a “blighted area”. These factors are found to be clearly present and reasonably distributed, as required under the TIF Act. The factors are summarized in the table below.

Exhibit 2
Summary of Findings

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in TIF District
13	5	<ul style="list-style-type: none"> • Excessive Vacancies • Obsolescence • Lagging or Declining EAV • Lack of Community Planning • Deterioration

Findings for a Blighted Area Designation. The Property is found to qualify as a blighted area under the statutory criteria set forth in the TIF Act.

1) Excessive Vacancies.

The Act states that this finding is characterized by the presence of unoccupied or underutilized buildings that represent an adverse influence on the area. The single building is currently 100% vacant and has been since late 2013. Unless a replacement use is identified, a large single use 62,000 s.f. building could be in danger of an extended period of vacancy due to the fact that no large grocery chain has demonstrated interest in the Property to date.

In addition, the portions of the building and adjacent surface improvements exhibit deterioration. Because of the reduced economic activity associated with vacancies and the deteriorated physical condition the Property is considered an adverse influence on the wider area as set forth in the TIF Act.

2) Obsolescence.

The Act states that obsolescence is the condition or process of falling into disuse or structures that have become “ill-suited” for their original use. The area exhibits both economic and functional obsolescence.

Economic obsolescence is evidenced primarily by declining EAV (see sub-section 3 below) and excessive vacancies. Excessive vacancies in particular result in the literal “disuse” of the building. Furthermore, the obsolete and vacant structure has a negative “spill-over” effect on the area and may deter other property owners from reinvesting in their own businesses.

Functionally, the Property is experiencing obsolescence related to market conditions and its special use nature. Certain evolving standards in commercial building design, limits the competitiveness of the older buildings – i.e., limits their utility as efficient, marketable workspace. The Developer estimates that almost \$5,500,000 will be required to redevelop the Property to return to productive use. HVAC units must also be replaced. Structural components such as portions of the roof, walls, flooring, concrete foundations, doors and windows will also need to be replaced in whole or in part in order to accommodate new users. The proposed mixed use/multiple tenants will also require extensive redesign to the former Dominick’s store layout in order to meet market standards.

3) Lagging or Declining EAV.

The EAV has declined during three (3) of the past five (5) years. Additionally, the EAV has lagged the Consumer Price Index (CPI) for four of the past five years. Therefore, a finding of declining EAV is made pursuant to the TIF Act.

Exhibit 2
Property EAV Trends

	2013	2012	2011	2010	2009	2008
Total EAV for Area	\$4,379,753	\$4,327,355	\$4,581,850	\$5,089,917	\$4,753,772	\$6,386,336
Annual Change	1.21%	-5.55%	-9.98%	7.07%	-25.56%	
Village EAV (Excluding Area)	\$568,927,111	\$638,753,227	\$689,235,169	\$773,803,795	\$852,453,046	\$865,418,341
Annual Change	-10.93%	-7.32%	-10.93%	-9.23%	-1.50%	
CPI	1.50%	2.10%	3.20%	1.60%	-0.04%	3.80%

Source: Cook County Clerk and Assessor, U.S. Bureau of Labor Statistics

4) Lack of Community Planning.

As noted in Section II, a municipality may make a finding of “lack of community planning” if the area was developed prior to or without the guidance of a community plan. This factor may be documented by inadequate street layout or “other evidence demonstrating an absence of effective community planning.”

As the Village's 1996 TIF Plan noted:

“There are substantial circulation problems within portions of the TIF including poor access to some parking lots as well as deleterious relationships between public and private circulation routes. Public parking lots might be appropriate in certain locations within the TIF. Accessible parking is difficult to identify and access is either limited by the traffic off the main street or via the rear of the structures. Parking needs to be better integrated into some of the older areas to be conserved. Access to Touhy Avenue from most locations within this TIF has become difficult in part because of the absence of traffic signals and turning lanes.

There are additional roadways and alleyways which were originally platted within the TIF which were never vacated or constructed, and would have assisted in internal traffic circulation and residential buffering.

The previously mentioned point regarding the size of lots which comprises many of the area's industrial uses (various structures located on undersized parcels) is evidence of a historical lack of planning, particularly for the area intended to be conserved as a medium-scale industrial area. The area was developed prior to the large increase of traffic now flowing on Touhy Avenue and off-street parking being required by the Village's zoning ordinances. There are numerous examples of insufficient space to accommodate off-street parking, as well as inadequate parking stalls and aisle sizes.”

5) Deterioration.

As noted in Section II, deterioration is a qualification factor under the TIF Act, if it is observed amid surface improvements and/or structures. Deterioration was observed in the condition of surface improvements adjacent to the store as well as the rear driveway and loading areas: parking lots and parking lot “aprons” or driveways.

Because of the widespread cracking, the parking lots needed resurfacing or resealing. Said surface deterioration was identified for the majority of the area. Moreover, because parking lots constitute a large portion of the overall “footprint”, the inadequately maintained lots, in combination, have a negative aesthetic impact on the area.

In addition to surface deterioration, the following indicators of deterioration were:

- Loading Docks rear doors; and
- Rear Exterior including eaves and fencing.

VI. SUMMARY OF FINDINGS / GENERAL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the Village's potential designation of the Property as a "blighted area".

1. The area is contiguous and is greater than 1½ acres in size;
2. The Property will qualify as a blighted area based upon review of the TIF Act. Further, the qualification factors found are present to a meaningful extent and are reasonably distributed throughout the area. A more detailed analysis of the qualification findings is outlined in Section V of this report;
3. All property in the area is expected to substantially benefit by the redevelopment project improvements;
4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and
5. The area would not be subject to redevelopment without the utilization of public assistance, including the Cook county Class 7b incentive.

In the judgment of KMA, these findings provide the Village with sufficient justification to consider designation of the Property as a "blighted area".

EXHIBIT A
Boundary Map



VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

A RESOLUTION CONSENTING TO APPROVAL OF CLASS 7B CLASSIFICATION

(6850 N. McCormick Boulevard)

WHEREAS, R&R Global Partners, LLC, an Illinois limited liability company ("**Applicant**"), is the contract purchaser of that certain real property consisting of approximately 6.59 acres, located at the address commonly known as 6850 North McCormick Boulevard in the Village, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Property**"); and

WHEREAS, the Property is improved with: (i) one 62,000 square-foot retail building formerly used as a grocery store ("**Existing Building**"); and (ii) an approximately 83,843 square-foot surface parking lot located adjacent to, and to the east of, the Existing Building ("**Parking Lot**"); and

WHEREAS, the Applicant desires to: (i) redevelop and subdivide the Existing Building on the Property for use by three commercial or retail tenants; and (ii) construct one new building within the Parking Lot on the Property for use by two commercial or retail tenants ("**New Building**") (collectively, (i) and (ii) are the "**Proposed Development**"); and

WHEREAS, pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance ("**Classification Ordinance**"), certain real property used primarily for commercial purposes may be classified as Class 7b, which temporarily reduces the property tax assessment of the property to promote commercial development; and

WHEREAS, the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 7b classification of the Property; and

WHEREAS, in order for the Property to be classified as Class 7b pursuant to the Classification Ordinance, the Village President and Board of Trustees must adopt a resolution supporting and consenting to the classification; and

WHEREAS, in connection with the Proposed Development, the Applicant, with the consent of the owner of the Property, filed an application with the Village seeking support for and consent to the Applicant's application for Class 7b classification of the Property; and

WHEREAS, pursuant to Section 74-63 of the Classification Ordinance, to be eligible for Class 7b classification: (i) the Property must be "abandoned," as that term is defined in the Classification Ordinance, or special circumstances must exist to justify finding that the Property is abandoned ("**Special Circumstances**"); and (ii) the Property must satisfy the following five eligibility requirements set forth in Section 74-65(a) of the Classification Ordinance: (a) the Property is located within a designated blighted area in need of increased commercial development ("**Blight Requirement**"); (b) real estate taxes within the area, during the last six years, have declined or remained stagnant or potential real estate taxes are not being fully realized due to the depressed condition of the area; (c) there is a reasonable expectation that the

Proposed Development of the Property is viable and likely to go forward on a reasonably timely basis if the Property is classified as Class 7b; (d) construction and operation of the Proposed Development of the Property by the Applicant would not be feasible and would not go forward unless the Property is classified as Class 7b; and (e) classification of the Property as Class 7b will result in an increase in real property tax revenue and an increase in employment opportunities within the area (collectively, (a) through (e) are the “**7b Eligibility Requirements**”); and

WHEREAS, public meetings were held by the Village of Lincolnwood Economic Development Commission on May 27, 2015, and on June 24, 2015, to consider approval of the proposed Class 7b classification, and the Economic Development Commission voted on June 24, 2015, to recommend to the Village President and Board of Trustees support for and consent to the proposed Class 7b classification, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have found and determined that Special Circumstances exist to justify finding that the Property is abandoned for the purpose of Class 7b classification, which Special Circumstances are set forth in **Exhibit B** attached to and, but this reference, made a part of this Resolution; and

WHEREAS, on October 6, 2015, the Village President and Board of Trustees adopted Resolution No. R2015- _____, designating the Property as a blighted area (“**Blight Designation Resolution**”); and

WHEREAS, the Village President and Board of Trustees have found and determined that the Property satisfies the 7b Eligibility Requirements, including, pursuant to the Blight Designation Resolution and without limitation, the Blight Requirement; and

WHEREAS, the Applicant has agreed to execute and record a development agreement prepared by the Village Attorney governing the use and development of the Proposed Development and the Property and incorporating the conditions set forth in this Resolution, the text of which development agreement is in substantially the form attached to and, by this reference, made a part of this Resolution as **Exhibit C** (“**Development Agreement**”); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to support and consent to the proposed classification of the Property as Class 7b, in accordance with, and subject to, the conditions, restrictions, and provisions of this Resolution;

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

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

SECTION 2. DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Resolution, the Village President and Board of Trustees hereby find and determine that:

- A. Special Circumstances justify finding that the Property is an “abandoned property” pursuant to, and in accordance with, the Classification Ordinance;
- B. The 7b Eligibility Requirements, including, without limitation, the Bight Requirement, set forth in Section 74-65(a) of the Classification Ordinance are present; and
- C. Classification of the Property as Class 7b pursuant to the Classification Ordinance is otherwise appropriate.

SECTION 3. CONSENT TO 7B CLASSIFICATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Resolution, the Village President and Board of Trustees hereby express their consent to and support for the classification of the Property as Class 7b pursuant to the Classification Ordinance.

SECTION 4. DELIVERY OF CERTIFIED COPY. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Resolution, the Village Clerk is hereby authorized and directed to transmit certified copies of this Resolution and the Blight Designation Resolution to the Applicant. The Applicant is responsible for filing the certified copies of this Resolution and the Blight Designation Resolution with the office of the Cook County Assessor and the Board of Commissioners of Cook County.

SECTION 5. CONDITIONS. The findings, consent, approvals, and authorizations granted and made in Sections 2, 3, and 4 of this Resolution are expressly subject to, and contingent upon, the development, use and maintenance of the Proposed Development and the Property in compliance with each and all of the following conditions:

- A. Development Agreement.
 - 1. Execution and Recordation. Within 30 days after the adoption of this Resolution, the Applicant must execute the Development Agreement.
 - 2. Compliance. The development, use, operation, and maintenance of the Proposed Development and the Property must at all times comply with all terms, conditions, restrictions, and provisions of the Development Agreement.
- B. Sales Tax Generating Operating Requirement. At no time will more than 50 percent of the total gross floor area of the tenant space located within both the Existing Building and the New Building be occupied by tenants primarily engaged in transactions that are not subject to one or more of the following: the Village Municipal Retailers’ Occupation Tax, Municipal Service Occupation Tax,

and Home Rule Municipal Retailers' and Service Occupation Tax pursuant to Articles 1, 2, and 4 of Chapter 8 of the Village Code, as may be amended.

SECTION 6. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

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

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

#37348736_v4

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41, RANGE 13 EAST, THENCE NORTHWESTERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, N 00 DEGREES 14' 59" W FOR A DISTANCE OF 658.58 FEET; THENCE N 88 DEGREES 10' 15" E FOR A DISTANCE OF 572.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE N 88 DEGREES 10' 15" FOR A DISTANCE OF 941.62 FEET THENCE S 01 DEGREES 54' 22" E FOR A DISTANCE OF 617.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE S 88 DEGREES 07' 30" W FOR A DISTANCE OF 941.95 FEET ALONG THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE LEAVING SAID RIGHT-OF-WAY N 01 DEGREES 52' 30" W FOR A DISTANCE OF 618.23 FEET TO THE POINT OF BEGINNING.

PIN: 10 -35 -203 -009

Commonly Known As: 6850 McCormick Boulevard, Lincolnwood, Illinois.

EXHIBIT B

SPECIAL CIRCUMSTANCES

Special Circumstances
R&R Global Partners LLC or its Assignee

R&R Global Partners, LLC or its assignee (collectively, the “Applicant”) plans to purchase the currently vacant property located at 6850 North McCormick Boulevard in the Village of Lincolnwood, Illinois (PIN: 10-35-203-009-0000). After purchasing the property, the Applicant plans to rehabilitate the site to lease to retail users.

The subject property consists of an approximately 280,159 square foot site that contains an approximately 62,000 square foot existing building (the “Building”) located thereon. The previous occupant was a Dominick’s supermarket and when the Dominick’s brand collapsed, the subject property became completely vacant.

The subject property has been completely vacant and unused since December 2013.

The Applicant plans to rehabilitate and retrofit the site, converting the Building from a large scale supermarket store format to a three tenant high-end retail establishment. The Applicant also plans to construct an approximately 6,000 square foot new building on the subject property (the “New Building”).

The Applicant expects to make at least the following improvements to the existing Building:

- Rehabilitation and retrofitting the Building’s interior.
- Install building wall-dividers in the Building.
- Update the Building’s electrical system.
- Install new HVAC systems.
- Install solar panels on the Building’s roof to provide renewable energy to the property.

The Applicant expects the costs to make the above improvements and the construction of the New Building will be approximately \$5,436,424. The Applicant expects to start construction on the above improvements as soon as possible and be complete with construction by the end of 2015.

The Applicant expects the total project costs for developing the site will be approximately \$14,528,179. This is broken down into the following:

Site Purchase Costs:	\$7,800,000
Hard Costs (see above):	\$5,436,424
Soft Costs:	\$840,543
Loan Interest Expense:	\$451,212

Please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances.

Though the Applicant is excited about bringing new life to the site, it does not believe it can make such a large investment to the property without assistance. Accordingly, the Applicant is asking for the Village of Lincolnwood's consent to a Class 7b Tax Incentive for the subject property.

The Applicant currently has three potential tenants for the subject property. These potential tenants breakdown into the following:

- **Planet Fitness:** The Applicant plans to lease approximately 20,000 square feet of the Building to Planet Fitness. This will be a new franchisee of Planet Fitness, with said Franchisee being owned by an entity related to the Applicant. Planet Fitness is a competitively priced membership fitness and health club facility.
- **ZIPS Dry Cleaners:** The Applicant plans to lease a portion of the New Building to ZIPS Dry Cleaners. This will be a new franchisee of ZIPS Dry Cleaners, with said franchisee being owned by an entity related to the Applicant. ZIPS Dry Cleaners is a retail dry cleaner.
- **Pet Smart, Inc.:** The Applicant plans to lease approximately 17,000 square feet of the Building to PetSmart, Inc. PetSmart, Inc. is a specialty pet retailer of services and solutions for the lifetime needs of pets. Please note that negotiations between the Applicant and Pet Smart, Inc. have not been finalized at this time.

Planet Fitness: Approximately 20,000 Square Feet of the Building

Planet Fitness expects to have approximately 10 full-time employees and 10 part-time employees at the subject property once it is ready to open to the public. It expects to hire an additional 10 full-time employees to work at the subject property shortly thereafter (increasing the full-time employees at the site to approximately 20). Planet Fitness will look to hire qualified Village of Lincolnwood residents for these and other open positions at the property, including taking part in local job fairs.

Planet Fitness has approximately 800 gym locations throughout the country with approximately 3.5 million members visiting these gyms. Planet Fitness has been able to grow into such a large organization by providing its clients quality gym facility with competitive pricing. It prides itself on its Judgement Free Zone, a place where its clients can relax, workout at their own pace and not feel judged.

Planet Fitness provides a wide ranges of services at its facilities. These services include but are not limited to the following:

- Cardiovascular, strength and free weight training.
- Aerobic training and classes.
- Yoga classes.
- Personal training.
- Exercise training and supervision.
- Skin therapy.
- Hair cutting.

Planet Fitness only has approximately 12 facilities in the Chicagoland area. With the site's visibility, proximity to other competitive retail and the area's demographics, Planet Fitness believes the subject property will be an ideal location for it to expand its business and customer base.

ZIPS Dry Cleaners: Up-To 7,000 Square Feet of the New Building

ZIPS Dry Cleaners expects to have approximately 13 full-time employees and approximately 12 part-time employees at the subject property. ZIPS Dry Cleaners will look to hire qualified Village of Lincolnwood residents for these and other open positions at the property, including taking part in local job fairs.

ZIPS Dry Cleaners has over 200 years of dry cleaning experience and is the largest dry cleaning chain in the Baltimore-Washington DC area. It currently has approximately 30 stores nationally. ZIPS Dry Cleaning has been able to grow due to its unbeatable price point of \$1.99 for every dry-cleaned garment while providing high quality services.

As of now, ZIPS Dry Cleaners does not have any locations in the Midwest. It believes that the site's visibility, proximity to other competitive retail and the area's demographics, will allow ZIPS Dry Cleaners to establish its presence in the area.

PetSmart, Inc.: Approximately 17,000 Square Feet of the Building

PetSmart, Inc. expects to have approximately 13 full-time employees and approximately 12 part-time employees at the subject property. PetSmart, Inc. will look to hire qualified Village of Lincolnwood residents for these and other open positions at the property, including taking part in local job fairs.

PetSmart, Inc. is the largest specialty pet retailer of services and solutions for the lifetime needs of pets. Its motto is that pets make their owners better people. This mission impacts everything PetSmart, Inc. does for its customers, the way it supports its associates, and how it give back to its communities.

PetSmart, Inc. employs approximately 53,000 associates, operate approximately 1,404 pet stores in the United States, Canada and Puerto Rico and approximately 202 in-store dog and cat boarding facilities. PetSmart, Inc. provides a broad range of competitively priced pet food and pet products and offer dog training, pet grooming, pet boarding, PetSmart Doggie Day Camp day care services and pet adoption services in-store.

PetSmart, Inc. believes the subject property will be well suited to expand its business. It is excited about serving the residents of Lincolnwood.

It is for these reasons that it is necessary to grant the Applicant a Class 7b Incentive for this property based on the reoccupation of abandoned property with less than twenty-four (24)

months of continuous vacancy with a purchase for value, special circumstances and substantial rehabilitation.

EXHIBIT C

DEVELOPMENT AGREEMENT

Special Circumstances
R&R Global Partners LLC or its Assignee

R&R Global Partners, LLC or its assignee (collectively, the “Applicant”) plans to purchase the currently vacant property located at 6850 North McCormick Boulevard in the Village of Lincolnwood, Illinois (PIN: 10-35-203-009-0000). After purchasing the property, the Applicant plans to rehabilitate the site to lease to retail users.

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The Applicant expects the costs to make the above improvements and the construction of the New Building will be approximately \$5,436,424. The Applicant expects to start construction on the above improvements as soon as possible and be complete with construction by the end of 2015.

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Planet Fitness provides a wide ranges of services at its facilities. These services include but are not limited to the following:

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PetSmart, Inc. believes the subject property will be well suited to expand its business. It is excited about serving the residents of Lincolnwood.

It is for these reasons that it is necessary to grant the Applicant a Class 7b Incentive for this property based on the reoccupation of abandoned property with less than twenty-four (24)

months of continuous vacancy with a purchase for value, special circumstances and substantial rehabilitation.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT

(6850 N. McCormick Boulevard)

WHEREAS, R&R Global Partners, LLC, an Illinois limited liability company ("**Applicant**"), is the contract purchaser of that certain real property consisting of approximately 6.59 acres and located at the address commonly known as 6850 N. McCormick Boulevard in the Village ("**Property**"); and

WHEREAS, the Property is improved with: (i) one 62,000 square-foot retail building formerly used as a grocery store ("**Existing Building**"); and (ii) an approximately 83,843 square-foot surface parking lot located adjacent to, and to the east of, the Existing Building ("**Parking Lot**"); and

WHEREAS, the Applicant desires to: (i) redevelop and subdivide the Existing Building on the Property for use by three tenants for various possible retail or commercial uses, including a health club; and (ii) construct one new building within the Parking Lot on the Property for use by two tenants for various possible retail or commercial uses (collectively, (i) and (ii) are the "**Proposed Development**"); and

WHEREAS, on October 6, 2015, the Village President and Board of Trustees adopted Ordinance No. 2015-_____, amending the planned unit development for the Property to permit the construction of the Proposed Development ("**Amending PUD Ordinance**"); and

WHEREAS, the Amending PUD Ordinance requires that the Village and the Applicant enter into a development agreement governing the use and development of the Property ("**Development Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the Development Agreement with Applicant;

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 DEVELOPMENT AGREEMENT. The Development Agreement by and between the Village and Applicant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF DEVELOPMENT AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Development Agreement upon receipt by the Village Clerk of at least one original copy of the Development Agreement executed by Applicant; provided, however, that if the executed copy of the Development Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of _____, 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

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

#37348584_v3

EXHIBIT A

DEVELOPMENT AGREEMENT

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

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

Above Space For Recorder's Use Only

**DEVELOPMENT AGREEMENT
BETWEEN AND AMONG
THE VILLAGE OF LINCOLNWOOD AND
R&R GLOBAL PARTNERS, LLC
(PRATT/MCCORMICK REDEVELOPMENT)
DATED AS OF _____, 2015**

**DEVELOPMENT AGREEMENT
BETWEEN AND AMONG
THE VILLAGE OF LINCOLNWOOD AND
R&R GLOBAL PARTNERS, LLC
(PRATT/MCCORMICK REDEVELOPMENT)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2015, between and among the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (“**Village**”) and **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company, or its affiliated nominee (“**Developer**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s home rule powers, the parties hereto agree as follows:

SECTION 1. RECITALS.*

A. The Property is an approximately 6.59-acre property located at 6850 N. McCormick Boulevard, in Lincolnwood, Illinois.

B. As of the Effective Date of this Agreement, Developer is the contract purchaser of the Property.

C. The Corporate Authorities adopted Ordinance No. Z99-044 on June 17, 1999, and Ordinance No. Z2000-064 on March 16, 2000, approving a special use permit and preliminary and final plats of planned unit development for the development of the Property for use as a grocery store as part of a planned unit development that includes the Adjacent Property (“**Pratt/McCormick PUD**”), which ordinances have been amended from time to time.

D. The Property is currently improved with a 62,000 square-foot retail building formerly used as a grocery store (“**Existing Building**”), an approximate 83,843 square-foot surface parking lot located adjacent to, and to the east of, the Existing Building (“**East Parking Lot**”), and an approximate 11,017 square-foot surface parking lot located adjacent to, and to the south of, the Existing Building (“**South Parking Lot**”).

E. Developer desires to: (i) redevelop and subdivide the Existing Building on the Property for use by three tenants for various possible retail or commercial uses, including a health club; and (ii) construct one new approximately 6,000 square-foot building within the East Parking Lot on the Property for use by two tenants for various possible retail or commercial uses (“**New Building**”).

F. In connection with the proposed redevelopment of the Existing Building and the proposed development of the New Building, Developer, with the consent of the owner of the Property, filed applications with the Village seeking: (i) approval of an amendment to the Pratt/McCormick PUD; and (ii) support for and consent to Developer’s application to the office of

*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Ordinance.

the Cook County Assessor for classification of the Property as Class 7b pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance (“**Class 7b Classification**”).

G. A public hearing was held by the Village of Lincolnwood Plan Commission on August 5, 2015, to consider approval of the proposed amendment to the Pratt/McCormick PUD. On August 5, 2015, the Plan Commission voted to recommend to the Corporate Authorities approval of the relief requested, subject to specified conditions.

H. Public meetings were held by the Village of Lincolnwood Economic Development Commission on May 27 and June 24, 2015, to consider approval of the proposed Class 7b Classification. On June 24, 2015, the Economic Development Commission voted to recommend to the Corporate Authorities support for and consent to the Class 7b Classification, subject to specified conditions.

I. The Corporate Authorities, after due and careful consideration, have concluded that the redevelopment and use of the Existing Building and the development and use of the New Building and the Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area and would serve the best interests of the Village.

J. On _____, 2015, the Corporate Authorities approved: (i) the Amending PUD Ordinance; and (ii) the 7b Resolution.

K. The Village desires that the Existing Building, the New Building, and the Property be developed and used only in compliance with this Agreement and the Amending PUD Ordinance.

L. As provided in, and as a condition of, the Amending PUD Ordinance and the 7b Resolution, the Developer has agreed to execute this Agreement so as to provide that the Existing Building, the New Building, and the Property be developed and used only in compliance with this Agreement and the Amending PUD Ordinance.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

“7b Resolution”: Resolution No. 2015-_____, adopted by the Corporate Authorities, supporting and consenting to the classification of the Property as Class 7b pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance

“Adjacent Property”: That certain tract of land located adjacent to, and to the south and east of, the Property and legally described in **Exhibit B** attached to this Agreement.

“Amending PUD Ordinance”: Ordinance No. 2015-_____, adopted by the Corporate Authorities and as may be amended approving an amendment to the Pratt/McCormick PUD for the redevelopment of the Existing Building and the development of the New Building.

“Corporate Authorities”: The President and Board of Trustees of the Village.

“East Parking Lot”: The existing parking lot located on the Property adjacent to, and to the east of, the Existing Building.

“Effective Date”: The date of execution of this Agreement by all of the Parties, which date will be deemed to be the date set forth in the first paragraph of page one of this Agreement.

“Elevations”: That certain plan titled “McCormick and Pratt Retail Center Proposed Elevations” that is part of the Final Development Plan approved by the Amending PUD Ordinance, prepared by OKW Architects, consisting of two sheets, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit C**.

“Events of Default”: Defined in Section 11.A of this Agreement with respect to Developer, and in Section 11.B of this Agreement with respect to the Village.

“Evidence of Title Date”: The date on which the Developer provides to the Village Clerk a copy of the deed or other instrument evidencing that fee simple title to the Property has been conveyed to the Developer or to such other person as the Developer has created or caused to be created for purposes of acquiring the Property.

“Existing Building”: The approximately 62,000 square-foot building formerly used as a grocery store located on the Property and depicted on the Site Plan as the “EXISTING FORMER DOMINICK’S BUILDING.”

“Final Development Plan”: That certain set of plans and documents comprising the final development plan for the Existing Building and the New Building, as approved and defined in Section 5.B.2 of the Amending PUD Ordinance, as may be amended pursuant to Section 14.L of this Agreement.

“Force Majeure”: Strikes, lockouts, acts of God, or other factors beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

“Improvements”: The on-site improvements to be made by Developer in connection with the redevelopment of the Existing Building and the development of the New Building, as provided in Section 4 of this Agreement, but specifically excluding the Existing Building and the New Building.

“Landscape Plans”: The following plans, all of which are components of the Final Development Plan and approved in the Amending PUD Ordinance, which plans are attached to this Agreement as **Group Exhibit D**: (i) that certain plan titled “McCormick and Pratt Retail Center Overall Landscape Plan” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015; (ii) that certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Area 1” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015; and (iii) that certain plan titled “McCormick and Pratt Retail Center Landscape Plan – Areas 2 & 3” prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015.

“New Building”: The approximately 6,000 square-foot building to be constructed by Developer on the Property within the East Parking Lot depicted on the Site Plan as “PROPOSED 6,000 S.F. OUTLOT BUILDING.”

“Parties”: The Village and Developer, collectively.

“Person”: Any natural individual, corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above, or other entity capable of holding title to, or any lesser interest in, real property.

“Photometric Plan”: That certain plan titled “McCormick and Pratt Retail Center Photometrics – Site Plan ‘A’” that is a component of the Final Development Plan approved by the Amending PUD Ordinance, prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit E**.

“Property”: That certain tract of land, consisting of approximately 6.59 acres, commonly known as 6850 McCormick Boulevard, in Lincolnwood, Illinois and legally described in **Exhibit A** attached to this Agreement.

“Public Improvements”: Those Improvements by the Developer that will be dedicated to, and accepted by, the Village.

“Requirements of Law”: All applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations.

“Site Plan”: That certain plan titled “McCormick and Pratt Retail Center Proposed Site Plan A” that is a component of the Final Development Plan approved in the Amending PUD Ordinance, prepared by OKW Architects, consisting of one sheet, with a latest revision date of July 27, 2015, a copy of which is attached to this Agreement as **Exhibit F**.

“Site Restoration”: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities or back to the condition of the Property which existed immediately prior to the start of construction.

“South Parking Lot”: The existing parking lot located on the Property adjacent to, and to the south of, the Existing Building.

“Structure”: Defined in the Zoning Ordinance, and including, without limitation, the New Building.

“Subdivision Ordinance”: Chapter 16 of the Village Code.

“Village Code”: “The Municipal Code of Lincolnwood”, as amended.

“Zoning Ordinance”: Chapter 15 of the Village Code, titled “The Village of Lincolnwood Zoning Ordinance”, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, feminine or neutral pronouns must be substituted for those masculine in form and vice versa, and plural terms must be substituted for singular and singular for plural, in any place in which the context so requires.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

SECTION 3. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE EXISTING BUILDING, NEW BUILDING, AND THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available to the Existing Building, the New Building, and the Property pursuant to the Zoning Ordinance, the Existing Building, the New Building, and the Property must be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development restrictions:

A. Redevelopment of the Existing Building. The Existing Building must be redeveloped and located on the Property in accordance with the Final Development Plan.

B. Construction of the New Building. The New Building must be constructed and located in the East Parking Lot on the Property as depicted on the Final Development Plans.

C. Operation and Use.

1. General. Operation of the Existing Building, the New Building, and the Property must at all times be in strict conformance with the applicable provisions of the Zoning Ordinance and the Requirements of Law.

2. Approved Use List. The Existing Buildings, the New Building, and the Property may not be used for any principal use except those uses set forth on the Approved Use List attached to this Agreement as **Exhibit G**.

D. Approval of 7b Tax Incentives. Developer's obligations under this Agreement are subject to Developer receiving a 7b tax incentive from Cook County. If such incentive is not approved by Cook County, Developer will not purchase the Property and this Agreement shall be null and void.

E. Security and Safety Measures.

1. Fire Alarms. All fire alarm systems installed and placed into operation for the Existing Building and the New Building must be connected to the Village Fire Board via a direct radio connection in accordance with the Village Code.

2. Security Plan. The Village will have the right, but not the obligation, to refuse to issue a certificate of occupancy for the Existing Building and the New Building prior to the approval by the Village Chief of Police of a security plan for the Property, which plan may include the installation of alarms, cameras, lighting, and other devices intended to deter crime and to improve public safety, and which approval may be withheld in the sole and absolute discretion of the Village Chief of Police.

F. Installation and Maintenance of Signage. Developer must install and maintain signage on the Property in accordance with, and in the manner depicted on, the Final Development Plan; provided, however, that notwithstanding anything to the contrary depicted on the Final Development Plan, the installation and maintenance of all signage on the Property will be subject to the following restrictions:

1. No Wall Signs Facing Pratt Avenue. No wall signs facing Pratt Avenue may be installed on the Existing Building or the New Building.

2. No Wall Signs on West Elevation. No wall signs may be installed on the west elevation of the Existing Building other than identification signs necessary to facilitate deliveries to the Existing Building.

3. Wall Signs on East Elevation. The number of wall signs installed on the east elevation of the Existing Building and the New Building will not exceed the number of tenants then occupying each respective building.

G. Landscaping and Tree Preservation.

1. Landscaping. Prior to the issuance by the Village of a final certificate of occupancy for the Existing Building and the New Building, Developer must install landscaping on the Property, as depicted on the Landscape Plans, which landscaping must be installed and maintained and in accordance with the following:

a. Unless otherwise approved in advance by the Village Director of Public Works, no plant material to be installed on the Property may be purchased or relocated from a location that is not within a 150-mile radius of the Village.

b. Developer must, prior to construction, erect fencing satisfactory to the Director of Public Works to protect those existing trees located on the Property: (i) designated in the Final Development Plan; and (ii) designated for protection by the Village.

c. Notwithstanding the construction of the parking lot changes and New Building as shown on the Final Development Plan, no grade alteration or construction may take place within the drip line of any protected existing tree without the prior written approval of the Director of Public Works.

d. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Landscape Plans.

e. The Director of Public Works has the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

f. Developer must, and does hereby, guarantee the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of such landscaping.

g. The final grade of the site must contain a minimum of four to six inches of topsoil, except as may be approved by the Director of Public Works.

h. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Landscape Plans, and must comply with the tree replacement requirements set forth in the Village Code.

i. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

2. Tree Preservation. Developer must preserve trees and vegetation as depicted on the Final Development Plan, and must comply with all applicable tree preservation measures adopted by the Village.

H. Sales Tax Generating Operating Requirement. At no time will more than 50 percent of the total gross floor area of the tenant space located within both the Existing Building and the New Building be occupied by tenants primarily engaged in transactions that are not subject to one or more of the following: the Village Municipal Retailers' Occupation Tax, Municipal Service Occupation Tax, and Home Rule Municipal Retailers' and Service Occupation Tax pursuant to Articles 1, 2, and 4 of Chapter 8 of the Village Code and the Illinois Retailers' Occupation Tax, as may be amended.

I. General Use and Development Restrictions. The development and use of, and the construction on, the Existing Building, the New Building, and the Property, must, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Community Development, as appropriate, comply, and be in accordance, with the following:

1. this Agreement;
2. the Amending PUD Ordinance;
3. the Final Development Plan, and all individual plans and documents of which it is comprised;
4. the Zoning Ordinance;

5. the Subdivision Ordinance; and
6. the Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 6 of this Section 3.H, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the plans and documents listed as items 1 through 6 of this Section 3.H must be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 4. IMPROVEMENTS.

A. Description of Improvements. Developer must, at its sole cost and expense, construct and install all of the Improvements depicted on the Final Development Plan, including, without limitation:

1. Sanitary sewer mains and service lines;
2. Water mains and service lines;
3. Knox Boxes for the Existing Building and the New Building, installed in a manner, and at specific locations, approved by the Village Fire Chief in his or her sole discretion.
4. Any other Improvements identified in the Final Development Plan or to be identified by the Parties pursuant to Chapter 16, Article 5 of the Village Code.

B. Design and Construction of the Improvements.

1. **General Standards.** All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Amending PUD Ordinance, and are subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Code and the Subdivision Ordinance. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within the time(s) provided in this Agreement. All materials used for construction of the Improvements must be new and of first rate quality.

2. **Contract Terms; Prosecution of the Work.** Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Amending PUD Ordinance, the Final Development Plan, and the Requirements of Law, until the work is properly completed, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. **Engineering Services.** Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. Developer must promptly provide the Village with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached at all times.

4. Village Inspections and Approvals. All work on the Improvements are subject to inspection and approval by Village representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

6. Parking and Traffic Improvements.

a. Developer must install and maintain, to the satisfaction of the Village Engineer, in his or her sole discretion: (i) a sidewalk along the south side of the Northeast Parkway right-of-way ("**Sidewalk**") between the west property line of the Property and the west edge of the marked pedestrian crosswalk described in the following clause; and (ii) a marked pedestrian crosswalk, located where the Sidewalk crosses the service driveway that is located adjacent to, and to the north and west of, the Existing Building, and that provides access to the Property from the Northeast Parkway right-of-way.

b. All crosswalks and stop bars installed within the Property must be comprised of raised thermoplastic.

7. Fence. Developer must repair or replace the existing wood fence located along the west property line of the Property.

C. Utilities.

1. Burial of Utilities. Developer must, at its sole cost and expense, cause to be buried all utility lines necessary for the Existing Building and the New Building in accordance with the requirements of Section 16-5-6 of the Subdivision Ordinance. Developer must cooperate with all utility companies and owners of neighboring properties as may be necessary to ensure that the burial of utilities required pursuant to this Section 4.C.1 does not disrupt utility service to neighboring properties.

2. Connection to Village Owned Utilities. No sewer and water utilities located on the Property may be connected to the sewer and water utilities belonging to the Village, except: (i) in accordance with the applicable provisions of the Village Code; and (ii) upon payment of the connection fees required pursuant to the Village Code.

D. Completion of the Improvements. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for the Existing Building and the New Building until the Improvements are completed by Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to Section 5.F.2 of this Agreement and applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Developer and approval of the Improvements by the Village will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

E. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer must notify the Village when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date. Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village will not be required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 4.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with all applicable plans, specifications, and Requirements of Law.

2. Dedication and Acceptance of Public Improvements. The execution of this Agreement does not constitute acceptance by the Village of any Improvements that are depicted as “dedicated” on the Final Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Code.

3. Transfer of Ownership of Public Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to this Section 4.E, Developer must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. Developer must, at the same time, grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing.

4. Maintenance of Public Improvements. For a period of two years following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Engineer, in a first rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors to the Property, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Engineer determines, in the Village Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 10 days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the Village, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to the Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 4.E.4, Developer must,

upon demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 7.B of this Agreement, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced by the Village pursuant to this Section 4.E.4, the Village's right to draw upon the Maintenance Guarantee pursuant to Section 7.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement. The balance of funds drawn upon but not used will be returned to Developer.

SECTION 5. CONSTRUCTION.

A. Commencement of Development. The Developer may not commence any demolition or construction required as part of the redevelopment of the Existing Building or the development of the New Building prior to the Evidence of Title Date. This Section 5.A may not be deemed or construed as a limitation on the ability of the then-owner of the Property to cause the demolition of any existing structures on the Property, in accordance with the Requirements of Law.

B. Diligent Pursuit of Construction. Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law.

C. Construction Traffic.

1. **Construction and Traffic Management Plan.** Developer must prepare and submit, for review and approval by the Village Director of Public Works, a Construction and Traffic Management Plan ("**CTM Plan**") for the redevelopment of the Existing Building and the development of the New Building. The CTM Plan must govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The Village has no obligation to issue a building permit for any structure or Improvement, and no construction may be commenced with respect to the structure or Improvement, unless and until the Village Director of Public Works has approved, in writing, the CTM Plan. The Village agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the Village Director of Public Works; provided, however, that nothing in this Agreement may be deemed or interpreted to require approval of the CTM Plan. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Property;
- b. The designation of machinery and construction material storage areas on the Property;
- c. Provisions for the screening of construction areas within the Property;
- d. The hours of operation and schedule for construction on the Property;

e. The location of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;

f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and

g. The location of temporary and durable off-street parking on the Property for construction employees.

2. **Designated Routes of Access.** The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes may not: (a) be unreasonably or unduly circuitous; or (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

3. **Maintenance of Routes of Access.** At all times during the construction of the structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

D. Parking and Storm Water Management During Construction. During construction of any of the structures or Improvements on the Property, Developer must:

1. Install temporary and durable surface off-street parking on the Property for the parking of construction employee vehicles, as necessary; and

2. Temporarily divert or control any heavy accumulation of storm water away from or through the Property in a manner approved in advance by the Village Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point.

E. Issuance of Permits and Certificates.

1. **Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the material terms of this Agreement.

2. **Conditional Certificate of Occupancy.** A conditional certificate of occupancy associated with the Existing Building and the New Building will not be issued until the grading of the street parkways across the frontage of the subject structure, final grading and installation of top soil, seeding/sod, and landscaping on the subject structure have been completed, and sidewalks across the frontage of the subject structure and street lights and surface course of all street pavement throughout the Property have been installed, subject to seasonal conditions.

F. Completion of Construction.

1. **Removal of Partially Constructed Structures and Improvements.** Subject to Force Majeure, if Developer fails to diligently pursue all demolition and construction as

required in, or permitted by, Sections 3 and 4 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for the demolition or construction, as the case may be, and if a perfected application to renew building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 60 days after notice from the Village: (a) remove any partially constructed or partially completed buildings, structures, or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

2. **Removal and Restoration by Village.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 5.G.1 of this Agreement, the Village will have, and is hereby granted the right, at its option, to: (a) demolish and/or remove any of the partially completed buildings, structures, and Improvements from any and all portions of the Property; (b) perform Site Restoration; and/or (c) cause the buildings, structures, or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including legal and administrative costs incurred by the Village for such work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Performance Security and the Maintenance Guarantee, as described in and provided pursuant to Section 7 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so fully reimburse the Village, and the Performance Security and Maintenance Guarantee have no funds remaining in them or is otherwise unavailable to finance such work, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 5.G.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, and/or in equity.

G. As-Built Plans. After completion of the redevelopment of the Existing Building and the construction of any new structure, Developer must submit to the Village Director of Community Development final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) for other final construction documents as required and approved by the Village Engineer and the Village Director of Community Development.

H. Damage to Public Property. Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and the construction of the Improvements. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair any damage that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

SECTION 6. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, Developer must pay to the Village, contemporaneous with the execution of this Agreement by the Village Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Property, including, without limitation, the review and processing of plans therefor; and (2) the

negotiation, preparation, consideration, and review of this Agreement. Payment of all fees, costs, and expenses must be made by a certified or cashier's check. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Property. Further, Developer acknowledges and agrees that it will be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

SECTION 7. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by Developer of Developer's obligations pursuant to and in accordance with Section 4.A of this Agreement, Developer must cause to be provided to the Village a letter of credit, in a total amount equal to 110% of the estimated cost of completing the Improvements required pursuant to Section 4.A of this Agreement, as determined in the sole and absolute discretion of the Village Engineer and the Village Director of Community Development (for matters within their respective permitting authorities) ("**Performance Security**"). The Performance Security must be in a form provided by, and acceptable to, the Village. The Village will release the Performance Security in a timely fashion upon the Village's approval, and as appropriate, acceptance of the Improvements; provided, however, that the Village will only be required to release that percentage of the Performance Security that equals the portion of the Improvements that have been approved and, as appropriate, accepted.

B. Maintenance Guarantee for Public Improvements. Following the Village's release of any percentage of the Performance Security for any Public Improvement, Developer must substitute for the released percentage of the Performance Security a maintenance guarantee in the form of a letter of credit or performance bond ("**Maintenance Guarantee**"), which is equal to 10 percent of the actual costs of the completed Public Improvements for which the letter of credit has been released, and which is acceptable to the Village's Corporation Counsel. Developer must deposit the Maintenance Guarantee with the Village. The Maintenance Guarantee will be effective for a period of two years from the date of acceptance by the Village of the Public Improvements and may be utilized by the Village in accordance with Section 4.E.4 of this Agreement ("**Maintenance Guarantee Term**"). The Village will return to Developer the Maintenance Guarantee upon the end of the Maintenance Guarantee Term if no defects develop in the Public Improvements.

SECTION 8. LIABILITY AND INDEMNITY.

A. Village Review. Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of

the Property or the Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and the Amending PUD Ordinance, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer, only as to its own acts and omissions, agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the Village's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Improvements ("**Indemnified Claims**"); provided, however, that this indemnity does not apply to willful misconduct or gross negligence on the part of the Village.

D. Defense Expense. Developer, only as to its own acts or omissions, hereby agrees to pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 9. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Successors and Transferees. To assure that all grantees, successors, assigns, and transferees of Developer, and all successor owners and tenants of all or any portion of the Property, have notice of this Agreement and the obligations created by it, Developer must:

1. Deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Cook County Recorder of Deeds;

2. Notify the Village in writing at least 30 days prior to any date on which Developer transfers a legal or beneficial interest in any portion of the Property to a third party;

3. Incorporate this Agreement into any and all real estate sales contracts for "transfers", as that term is defined in Section 9.B of this Agreement, entered into for the sale of all or any portion of the Property; and

4. Except as provided in Section 9.C of this Agreement, require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any third party, the transferee of said portion or interest in the Property to execute an enforceable written agreement, in substantially the form of **Exhibit H** attached to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**") and to provide the Village, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that

upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to Developer.

B. Transfer Defined. For purposes of this Agreement, the term "transfer" includes any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

C. Mortgagees of Property. This Agreement is binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 10. TERM.

A. Term. The provisions of this Agreement run with and bind the Property and inure to the benefit of, are enforceable by, and obligate the Village, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. Automatic Termination. In the event the Evidence of Title Date does not occur prior to January 31, 2016, or such later date as the Corporate Authorities may approve by resolution duly adopted, this Agreement will automatically, and without any further action by the Corporate Authorities, be terminated and be null and void and of no force or effect.

SECTION 11. EVENTS OF DEFAULT.

A. Developer Events of Default. The following are Events of Default by Developer under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the

existence, structure, or financial condition of Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

3. Default by Developer for a period of 15 days after written notice thereof from the Village in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Failure to have funds to meet Developer's obligations.

7. Sale, assignment, or transfer of the Property except in accordance with the Transferee Assumption provisions in Section 9 of this Agreement.

8. Change in the organizational status of Developer, except in accordance with the Transferee Assumption provisions in Section 9 of this Agreement.

9. Developer abandons the construction of the Existing Building or the New Building. Abandonment will be deemed to have occurred when work stops on construction for more than 30 days for any reason other than Force Majeure, unless otherwise permitted by this Agreement. The failure of Developer to apply for any approvals required for the development or construction of the Improvements is not a valid defense to abandonment.

10. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements and structures contemplated by this Agreement.

B. Events of Default by the Village. The following are Village Events of Default under this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by the Village in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Force Majeure, default by the Village for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement, provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

SECTION 12. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. Remedies for Default. In the case of an Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 5.G of this Agreement, the Village may, without prejudice to any other rights and remedies available to the Village, require: (a) the demolition and removal of any partially constructed or partially completed buildings, structures, or Improvements from the Property; and (b) the performance of Site Restoration. Concurrent with the Village's exercise of its rights under Section 5.G, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in the Amending PUD Ordinance and this Agreement, without protest or objection by Developer.

3. In case the Village proceeds to enforce its rights under this Agreement and such proceedings are discontinued or abandoned for any reason, then, and in every such case, Developer and the Village will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village will continue as though no such proceedings had been taken.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement including the provisions of this Section 12, Developer agrees that, except in cases of gross negligence, or willful or wanton misconduct, it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

C. Repeal of Amending PUD Ordinance. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village has the absolute right to repeal the Amending PUD Ordinance if a Developer Event of Default occurs under this Agreement, in accordance with the procedure set forth in Section 8 of the Amending PUD Ordinance and such Event of Default is not subsequently cured under Section 11 of this Agreement.

D. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 13. WARRANTIES AND REPRESENTATIONS.

A. By the Village. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and (iii) will not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and

3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Developer is now a party or by which Developer is now or may become bound;

4. To the best of Developer's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting Developer which would impair its ability to perform under this Agreement;

5. Developer will apply for and will maintain all government permits, certificates, and consents (including without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;

6. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement; and

7. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

C. Adjacent Property - Declaration of Covenants. The Parties acknowledge and agree that the Property is subject to a Declaration of Easements, Covenants, Conditions and Restrictions dated as of June 28, 2000, and recorded with the office of the Cook County Recorder of Deeds on October 12, 2001, as document 0010949645, and an Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated as of April 11, 2003, and recorded with the office of the Cook County Recorder of Deeds on May 8, 2003, as document 0312631073 (collectively, the "*Declaration*"). Among other things, and subject to the terms and conditions thereof, the Declaration grants an exclusive easement to the owner of the Adjacent Property, over a portion of the Property for the benefit of the Adjacent Property to use ten parking spaces located within the South Parking Lot on the Property in the area designated by the Declaration (the "Parking Easement"). The Parties acknowledge and agree that the terms and provisions of the Amending PUD Ordinance and this Agreement are not intended to, and do not, alter the Parking Easement.

SECTION 14. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon sent certified return receipt confirmation; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 14.A with signature required for delivery confirmation. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit and receipt is confirmed. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712
Attention: Village Manager

with a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Steven M. Elrod, Corporation Counsel

If to Developer: R&R Global Partners, LLC
1022 East Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Bryan Rishforth

With a copy to: Schain Banks
70 West Madison Street, Suite 5300
Chicago, IL 60602
Attention: Kevin J. Wolfberg

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

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

D. Non-Waiver. The Village is under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any such right will not be deemed or construed to be a waiver thereof, nor will such failure void or affect the Village's right to enforce such right or any other right.

E. Consents. Whenever the consent or approval of any Party to this Agreement is required, the consent or approval must be in writing and may not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all parties have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. Governing Law. This Agreement is governed by, and must be enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property will not be impaired thereby, but the remaining provisions must be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement and the Amending PUD Ordinance, and the prior ordinances and agreements comprising the Pratt/McCormick PUD, constitute the entire agreement between the parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement must be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement must be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

J. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

K. Exhibits/Conflicts. Exhibits A through H attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit to this Agreement and the text of this Agreement, the latter controls. In the event of a conflict between this Agreement and the Pratt/McCormick PUD, or between this Agreement and any other zoning or subdivision relief or approval granted previously by the Village, this Agreement controls.

L. Amendments and Modifications.

1. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

2. Amendments or modifications to the Amending PUD Ordinance or the Final Development Plan can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Ordinance and Subdivision Ordinance and the provisions of this Agreement are satisfied.

M. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law must be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the Village and Developer.

O. Recording. The Village will record this Agreement against the Property, at the sole cost and expense of Developer, with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

P. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original document and together constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

Beryl Herman, Village Clerk

By: _____
Timothy Wiberg
Its: Village Manager

ATTEST:

R&R GLOBAL PARTNERS, LLC,
an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

#37330536_v8

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2015, by Timothy Wiberg, the Village Manager of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2015.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2015, by _____, the _____ of **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2015.

Notary Public

My Commission expires: _____

SEAL

INDEX OF EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	LEGAL DESCRIPTION OF ADJACENT PROPERTY
EXHIBIT C	ELEVATIONS
GROUP EXHIBIT D	LANDSCAPE PLANS
EXHIBIT E	PHOTOMETRIC PLAN
EXHIBIT F	SITE PLAN
EXHIBIT G	APPROVED USE LIST
EXHIBIT H	TRANSFeree ASSUMPTION AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41, RANGE 13 EAST, THENCE NORTHWESTERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, N 00 DEGREES 14' 59" W FOR A DISTANCE OF 658.58 FEET; THENCE N 88 DEGREES 10' 15" E FOR A DISTANCE OF 572.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE N 88 DEGREES 10' 15" FOR A DISTANCE OF 941.62 FEET THENCE S 01 DEGREES 54' 22" E FOR A DISTANCE OF 617.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE S 88 DEGREES 07' 30" W FOR A DISTANCE OF 941.95 FEET ALONG THE NORTH RIGHT-OF-WAY OF PRATT AVENUE; THENCE LEAVING SAID RIGHT-OF-WAY N 01 DEGREES 52' 30" W FOR A DISTANCE OF 618.23 FEET TO THE POINT OF BEGINNING.

PIN: 10 -35 -203 -009

Commonly Known As: 6850 McCormick Boulevard, Lincolnwood, Illinois.

EXHIBIT B

LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF ADJACENT PROPERTY

PARCEL 1:

Lot 2 in the Bell and Howell Subdivision, the Plat of which was recorded September 26, 2001 as document number 0010897332 being a subdivision in the Northeast Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

PARCEL 2:

Non-exclusive easements to connect the water main and storm sewer in favor of parcel 1 as created by amended and restated Declaration of Easements and covenants dated June 28, 2000, and recorded July 12, 2000, as document 00517421 by and between Centerpoint Properties Trust and Centerpoint Realty Services Corporation. Over the property listed therein in Exhibit "C" and set forth in the Plat of Subdivision recorded as document 0010897332 (Not Plottable).

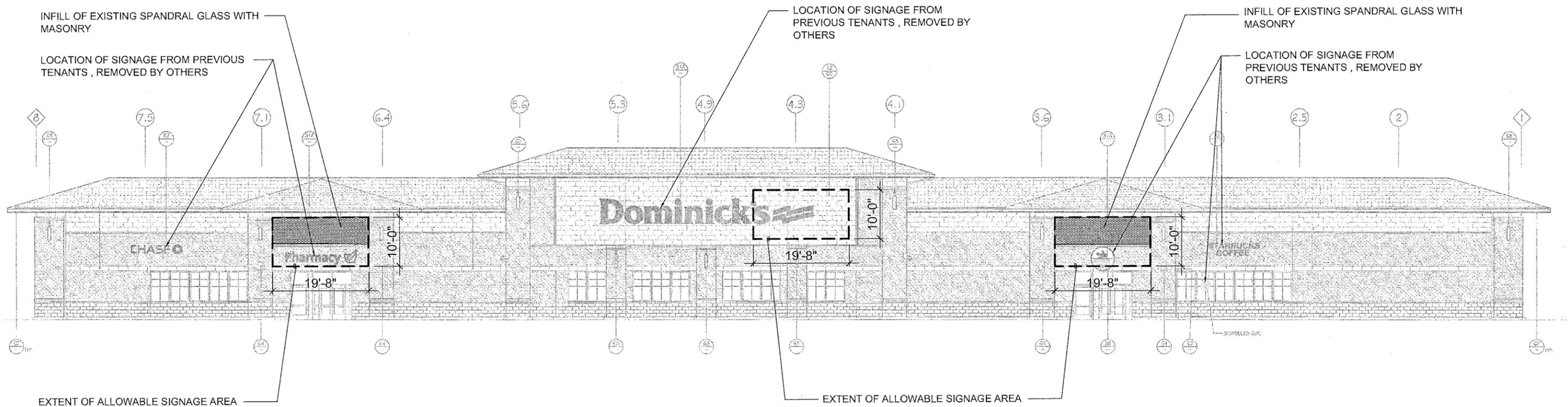
PARCEL 3:

Non-exclusive easement for the benefit of parcel 1, for pedestrian and vehicular use and the right and privilege to use all of the common areas of Lot 1 in the Bell & Howell Subdivision, the Plat of which was in the Northeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, for the purpose of ingress and egress. Deliveries, trash removal and providing access to and from public and private rights-of-way and for public and private utility services in connection with the use of parcel 1, as created by the Declaration of Easements, Covenants, Conditions and Restrictions dated June 28, 2000 and recorded October 12, 2001 as document 0010949645 (Not Plottable).

PIN: 10 -35 -203 -010

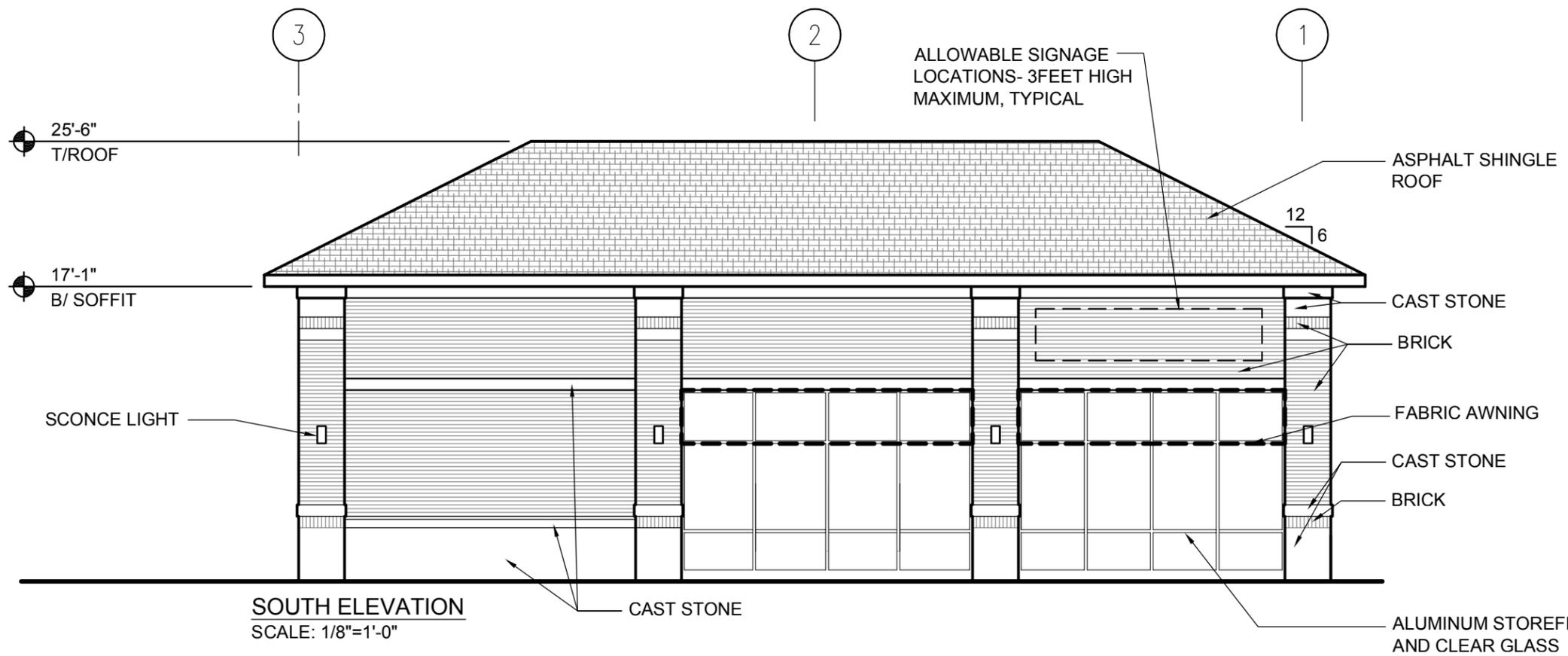
Commonly Known As: 6810 McCormick Boulevard, Lincolnwood, Illinois.

EXHIBIT C
ELEVATIONS



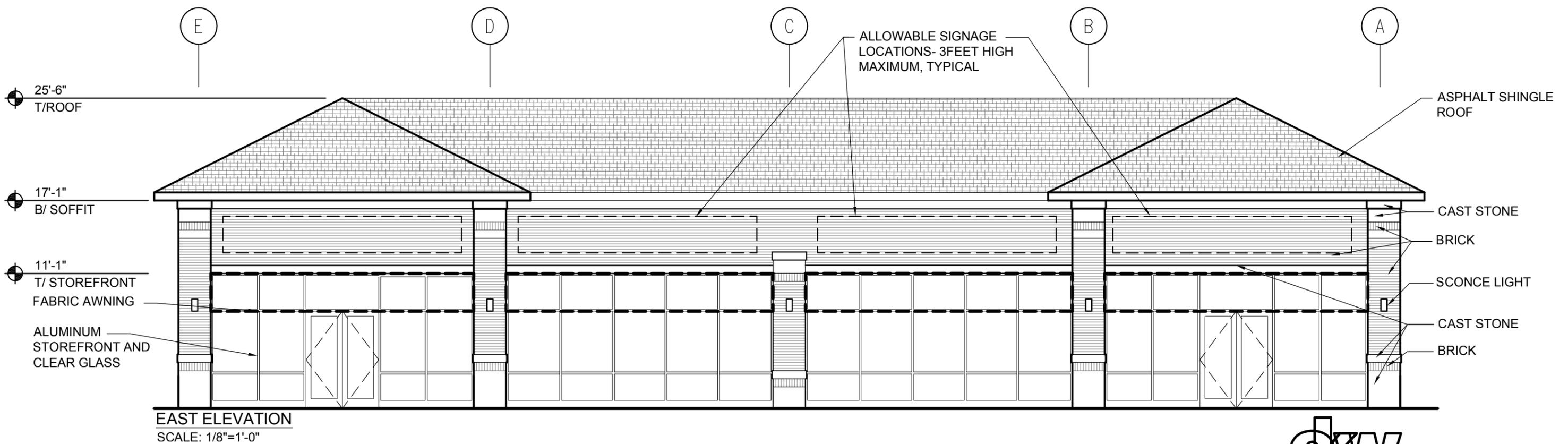
EXISTING BUILDING-EAST ELEVATION

SCALE: 1"=20'-0"



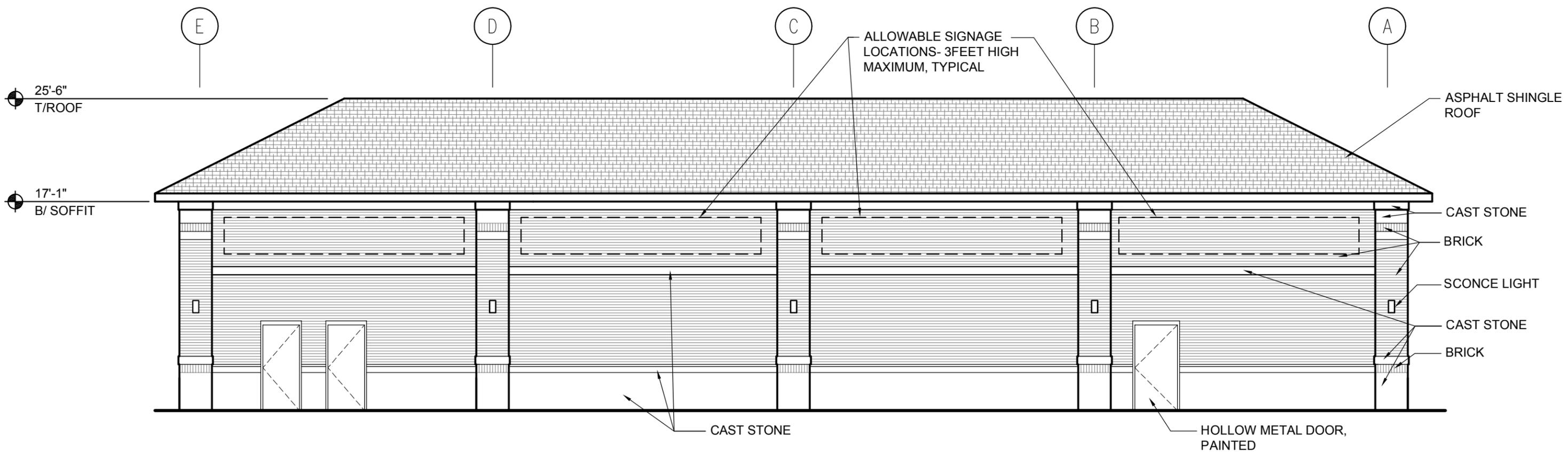
SIGNAGE NOTE:
 EACH TENANT WILL BE ALLOWED 1 BUILDING SIGN PER EXTERIOR WALL OF THEIR SPACE. THE OVERALL SIZE OF SIGNS TO BE A PERCENTAGE OF LINEAR FOOTAGE OF FRONTAGE AND WILL NOT EXCEED 3 FEET IN HEIGHT.

SOUTH ELEVATION
 SCALE: 1/8"=1'-0"



EAST ELEVATION
 SCALE: 1/8"=1'-0"

SIGNAGE NOTE:
 EACH TENANT WILL BE ALLOWED 1 BUILDING SIGN PER EXTERIOR WALL OF THEIR SPACE. THE OVERALL SIZE OF SIGNS TO BE A PERCENTAGE OF LINEAR FOOTAGE OF FRONTAGE AND WILL NOT EXCEED 3 FEET IN HEIGHT.



WEST ELEVATION
 SCALE: 1/8"=1'-0"

MCCORMICK AND PRATT RETAIL CENTER
 LINCOLNWOOD, ILLINOIS

PROPOSED ELEVATIONS



OKW Architects

DATE: JULY 27, 2015

PROJECT NUMBER: 15050

GROUP EXHIBIT D
LANDSCAPE PLANS

McCormick & Pratt Retail Center

Lincolnwood, IL

Existing Landscape Analysis

The existing landscape at the McCormick and Pratt Retail Center was inspected and assessed for health on July 22, 2015. The following are general observations:

- Overall the landscape appears to have been installed per recorded plan dated 08-23-99.
- An excessive amount of time un-attended have left all planting beds over-grown and in need of weeding. All shrubs need pruning.
- As was common in 1999, Ash species was a prominently planted tree on this project. Many of the Ash are currently missing from the project. It is assumed they have succumbed to Emerald Ash Borer (EAB). It is recommended that remaining Ash be removed.

Attached is an exhibit that shows a more specific analysis of the existing trees on the site.

- Trees colored green are in place and are of fair-good health.
- Trees colored orange are of poor health and should be removed.
- Trees colored red are not planted on site.

Please note the following from the attached exhibit:

1. Trees noted with this number are Ash and should be removed to prevent the spread of Emerald Ash Borer.
2. This designation means that two trees were planted in the parking lot island versus one as was originally shown on the plan.
3. Trees noted with this number will be removed to make way for future improvements and installation of the outlot building as shown on the proposed site plan.

Plant counts

Trees planted and in good/fair health	119
Trees recommended to be removed (potential Emerald Ash Borer)	11
Trees to be removed for future development	9

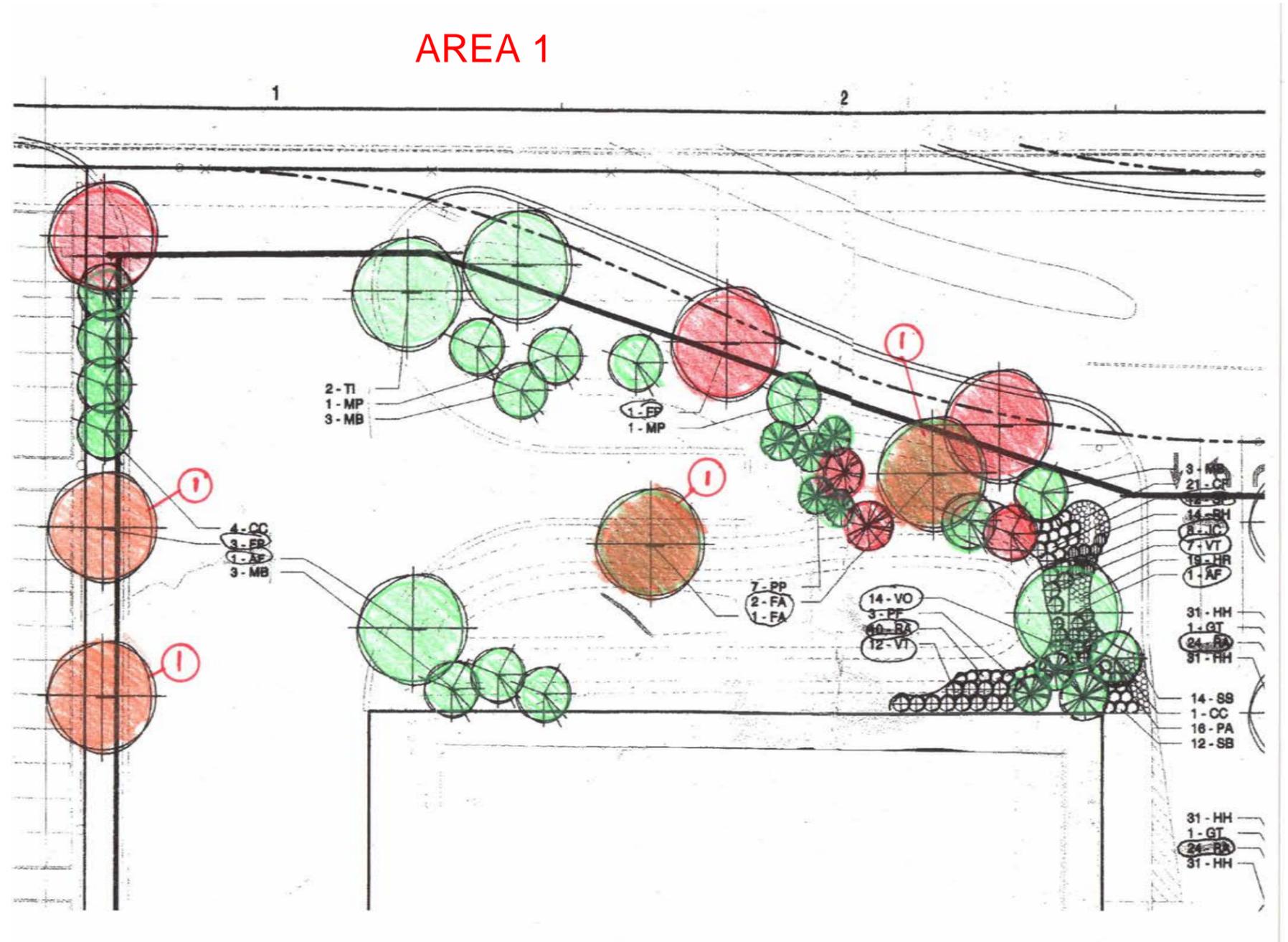


EXHIBIT E
PHOTOMETRIC PLAN

NORTHEAST PARKWAY

N. MCCORMICK BLVD.

TENANT A
PLANET FITNESS

TENANT B
PET MART

TENANT C
ORGANIC FOOD

LOT 2
NOT INCLUDED

PRATT AVE.

LIGHTING DISTRIBUTION STATISTICS						
DESCRIPTION	SYMBOL	AVERAGE	MAX	MIN	MAX/MIN	AVG/MIN
BACK ACCESS STREET	+	2.6 fc	6.8 fc	0.7 fc	9.7 : 1	3.7 : 1
EMPLOYEE PARKING LOT 1	+	4.7 fc	12.0 fc	1.1 fc	10.9 : 1	4.3 : 1
EMPLOYEE PARKING LOT 2	+	3.5 fc	12.2 fc	0.1 fc	122.0 : 1	35.0 : 1
MAIN ACCESS STREET	+	4.6 fc	8.8 fc	0.6 fc	14.7 : 1	7.7 : 1
MAIN PARKING AREA	+	4.2 fc	11.9 fc	0.8 fc	14.9 : 1	5.3 : 1

LIGHTING FIXTURE SCHEDULE						
FIXTURE TYPE	MANUFACTURER	MODEL	LAMPS OR TUBES			REMARKS
			NUMBER	WATTS	TYPES	
SA	GARDCO	-	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE V
SB	GARDCO	-	3	400W	METAL HALIDE	TRIPLE 90° POLE - TYPE IV FORWARD THROW
SC	GARDCO	-	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE III
SD	GARDCO	-	1	400W	METAL HALIDE	SINGLE POLE - TYPE III
SE	GARDCO	-	2	400W	METAL HALIDE	TWIN 180° POLE - TYPE IV FORWARD THROW



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

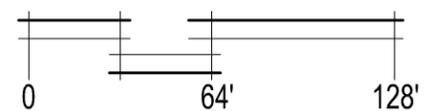
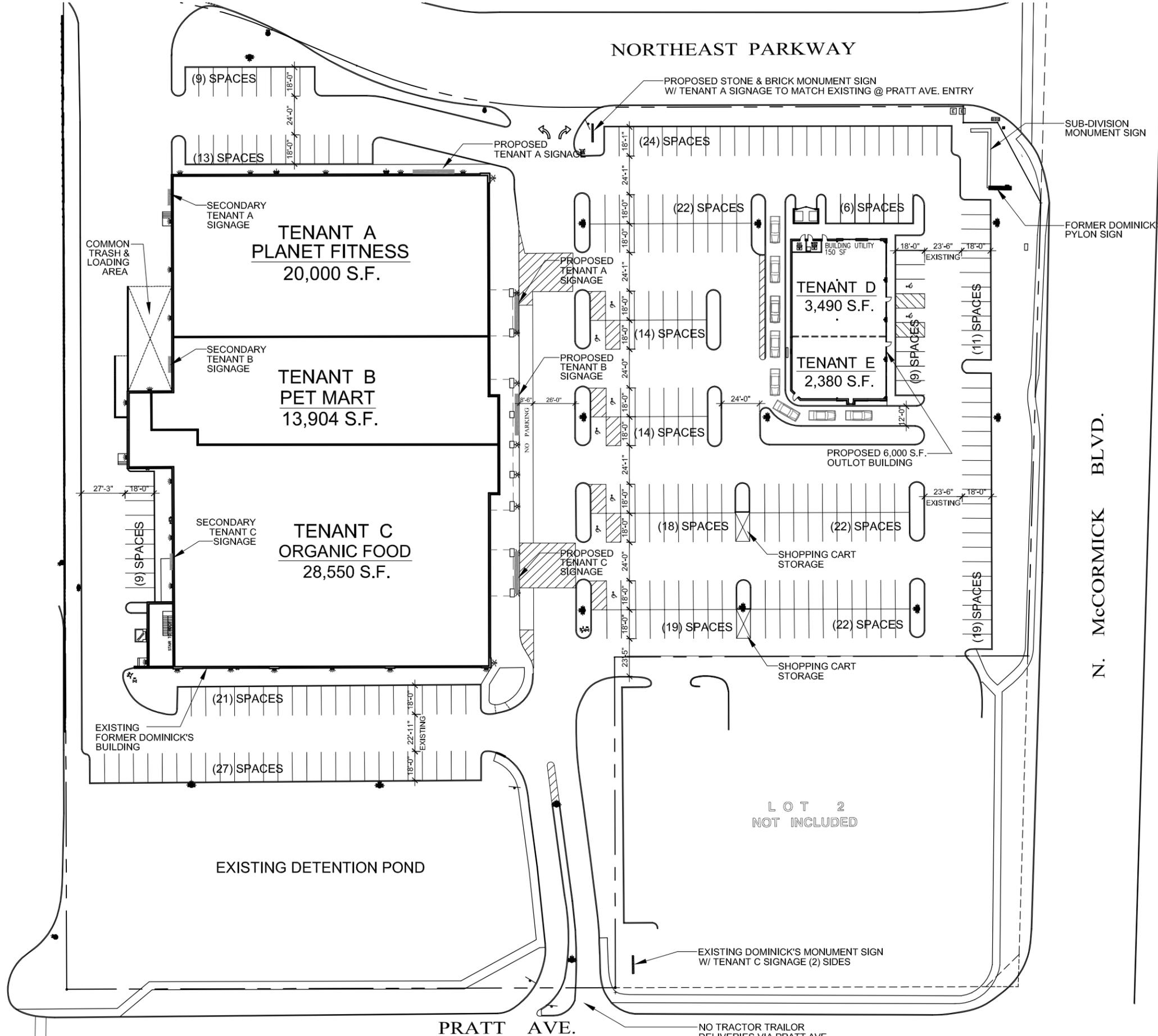


EXHIBIT F

SITE PLAN



PARKING SUMMARY

REQUIRED PARKING

TENANT A (HEALTH CLUB):
 1 PER (3) PERSONS + 1 PER (2) EMPLOYEES
 215 OCCUPANTS + 10 EMPLOYEES = (77) REQ'D SPACES

TENANT B (RETAIL):
 3.3 SPACES PER 1,000 S.F. = (46) REQ'D SPACES

TENANT C (GROCERY):
 4.5 SPACES PER 1,000 S.F. = (129) REQ'D SPACES

TENANT D (DRY CLEANER):
 4 SPACES PER 1,000 S.F. = (14) REQ'D SPACES

TENANT E (RESTAURANT):
 10 SPACES PER 1,000 S.F. = (24) REQ'D SPACES

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

— PROPOSED SIGNAGE

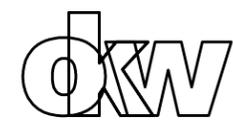


EXHIBIT G

APPROVED USE LIST

Lincolnwood, IL
Permitted Use Categories for PUD Amendment

Apparel and Accessories – All
Art Supplies
Auto Parts
Auto Sales with no Exterior Storage/Display
Banks
Bar
Bookstores
Candy
Cards / Party Supply
Cellular Phones
Coffee
Convenience
Cookware
Cosmetics / Beauty Supply
Craft / Fabric
Doughnuts
Drug Store
Dry Cleaners / Laundromat (w/On-site Plant)
Green Technology
Education / School Supply
Electronics
Fast Food – All Types
Floor Coverings
Florist
Food Specialty
Furniture
Glass
Grocery
Hair Care / Salon
Hardware Store
Healthcare
Health Club / Recreation
Hobby Store
Home Décor
Home Improvement
Ice Cream
Jewelry
Linens
Liquor Store, Package Goods
Mattress
Music
Musical Instruments
Office, General or Professional
Office, Medical or Dental
Office Supplies

Lincolnwood, IL
Permitted Use Categories for PUD Amendment

Optical
Pet Store
Pet Supplies
Pharmacy
Photo / Camera
Physical Therapy
Postal Service/Package Delivery & Logistics
Printers
Private Membership Organization/Fraternal
Organizations
Records
Rent to Own
Restaurant – All Types
Shoes
Signs
Sporting Goods (Sale of Guns Prohibited)
Swim School
Tanning Salon
Tobacco Products
Toys / Hobbies
Urgent Care
Vitamins / Supplements
Weight Loss
Windows

EXHIBIT H

TRANSFEEE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 201____, between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company ("**Developer**"), and _____ ("**Transferee**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20____, the Transferee agreed to purchase from Developer its interest in certain real property situated in Cook County, Illinois and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

WHEREAS, following the conveyance of the interest of Developer in the Property by Developer, the Transferee will have an interest in the Property; and

WHEREAS, as a condition to the conveyance of the interest in the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 2015, and recorded in the office of the Cook County Recorder on _____, 2015, as Document No. _____, by and between the Village and Developer ("**Development Agreement**");

NOW, THEREFORE, in consideration of the agreement of Developer to convey its interest the Property to the Transferee, and of the Village, Developer, *and* Developer to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Developer, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer.

3. **Payment of Village Fees and Costs**. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer.** The Village and Developer hereby acknowledge their agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the Village and Developer hereby release Developer from any liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

Village Clerk

By: _____
Its: Village Manager

ATTEST:

R&R GLOBAL PARTNERS, LLC,
an Illinois limited liability company

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

[TRANSFEREE]

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 201_, by _____, the Village Manager of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 201_, by _____, the _____ of **R&R GLOBAL PARTNERS, LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 201_.

Notary Public

My Commission expires: _____

SEAL
