



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
6:30 P.M., MAY 3, 2016**

**AGENDA**

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – Committee of the Whole Meeting – April 19, 2016
- IV) Regular Business**
  - 1) Discussion Concerning a Potential Culver’s Restaurant at 4433 W. Touhy Avenue (6:30 – 7:00 p.m.)
  - 2) Status Report from the Zoning Board of Appeals (7:00 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: April 29, 2016

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
APRIL 19, 2016**

[DRAFT](#)

**Call to Order**

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6 PM, Tuesday, April 19, 2016 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

**Roll Call**

On roll call by Village Clerk Beryl Herman the following were:  
PRESENT: President Turry, Trustees Patel, Spino, Klatzco, Elster, Bass  
ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village manager; Charles Meyer, Assistant to the Village Manager; Amanda Pazdan, Management Analyst; Robert Merkel, Finance Director; Charles Greenstein, Village Treasurer; Robert LaMantia, Police Chief; Steven McNellis, Director of Community Development.

**Approval of Minutes**

Minutes of the April 5, 2016 Committee of the Whole meeting were distributed in advance of the meeting and were examined.

Trustee Spino moved to approve the minutes as presented. Trustee Klatzco seconded the motion. The motion was approved by Voice Vote.

## **Regular Business**

### **1. Discussion Concerning Video Gaming**

This item was introduced by Mr. Wiberg using PowerPoint.

\*Staff (Mr. Wiberg, Mr. Petroschius, Mr. Meyer and Chief LaMantia) visited Laredo Hospitality locations in Franklin Park, Wheeling, Prospect Heights and Waukegan.

\*All were located in strip commercial centers

- All were clean
- Friendly staff
- No noted problems reported from host Police Departments
- Of 38 Laredo Hospitality facilities in the Chicagoland area, average annual revenue per facility is \$24,000

#### **Potential Regulations Existing in Illinois Communities**

\*Limiting the number of gaming terminals in the Village

\*Limiting gaming to certain Liquor License classes

\*Limiting gaming to certain zoning districts

\*Allowing gaming only through Special Use process

\*Require facilities to comply with specific requirements, i.e. service of food, hours of operation, floor area requirements, etc.

\*Distance requirements from schools, parks, etc.

Larry Lott of Laredo Hospitality and Mike Thiessen of Blackhawk Restaurant Group addressed the Board, offering information regarding amounts of revenue received by municipalities. It was noted that each of Laredo's locations has only five machines.

Discussion ensued regarding the image of the village. Various opinions were expressed on this subject.

A publicized public meeting will be held in order to obtain input from residents. The date has not yet been decided upon.

### **2. Discussion Concerning a Potential Hotel Development**

This item was presented by Mr. McNellis using PowerPoint.

Petitioners addressed the Board, Zio Pekovic and Mark LoCascio of Bricton Group Hospitality Resources and Dilshad Lakhani.

Aerial photos and renderings of the property were presented, as well as proposed floor and site plans, and alternative plans with a banquet facility and underground parking.

Discussion ensued. Concerns were expressed regarding traffic, effect on neighbors and size of footprint. This might be a good opportunity to bring more business to the area.

To be looked at further.

### **3. Status Report from the Human Relations Commission**

This item was presented by Rebecca Kohn, Chair of the Human Relations Commission

#### Mission

The Village of Lincolnwood is a diverse community, comprised of people of different racial ethnic, national and religious backgrounds. Our community encompasses residents of all ages, education and economic levels. The Village's Human Relations Commission understands that cultural diversity can sometimes become a cause for social unrest and disharmony. Therefore, the Human Relations Commission is committed to promoting recognition and respect for the dignity of each member of the community. With this in mind the Human Relations Commission will create opportunities for the community to participate in positive interpersonal experiences by:

- \*Sponsoring enjoyable events and activities for citizen involvement;
- \*Providing educational enrichment; and
- \*Serving as a resource and facilitator for the citizens of Lincolnwood

#### Members of the HRC

- \*Rebecca Kohn – Chair
- \*Carol Orah – Vice Chair
- \*Karen Holmes – Secretary
- \*Paul Kramer – Treasurer
- \*Myra Foutris
- \*Mary Koleff-May
- \*Anna Pawlowski – Historian

Photos were exhibited of HRC participation in:

- \*Memorial Day Parade
- \*Independence Day Concert in the Park – Music Provided by Lincolnwood Strings Orchestra
- \*National Anthems Exhibit at Lincolnwood Library
- \*Celebration of Cultural Diversity, to occur August 15, 2016
- \*Yearly HRC Award
- \*Food Drive – Food donated to Niles Township Food Pantry

### Future Goals and Projects

- \*Prepare HRC Programs
- \*Manage the HRC budget
- \*Relate information to Village Boards, Commissions and programs
- \*Continue to work with the Village Administration regarding HRC communications on the Village Website and Social Media
- \*Create Diversity Month activities
- \*\*Bring public awareness of humanitarian issues as it relates to our community

### Proposed Diversity Month Initiatives FY 2016-17

- \*August 15, 2016 Cultural Diversity Celebration
- \*Movie in the Park
- \*Coffee with the Clergy
- \*Training for Local Clergy Leaders
- \*Block Party Kits

Thanks to the HRC for a job well done. It seems that there are many new and creative ideas.

### **Adjournment to Closed Session**

At 7:10 PM Trustee Patel moved to adjourn the Committee of the Whole to Closed Session for discussion of employment matters 2 (c) (1). The motion was seconded by Trustee Spino.

Upon Roll Call the Results were:

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

NAYS: None

### **Reconvention**

At 7:26 PM President Turry reconvened Committee of the Whole.

### **Adjournment**

At 7:27 PM Trustee Bass moved to adjourn Committee of the Whole, seconded by Trustee Klatzco.

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman  
Village Clerk



## MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: April 29, 2016

SUBJECT: **May 3 Committee of the Whole Meeting**

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

1) **Discussion Concerning a Potential Culver's Restaurant at 4433 W. Touhy Avenue (6:30 – 7:00 p.m.)**

Steve Anichini of Culver's will be present to discuss a proposal to construct a new Culver's restaurant at the currently vacant lot at 4433 W. Touhy Avenue. It is contemplated that a drive-through will be requested which would require a Special Use Permit. [Attached](#) is a letter from Culver's outlining the proposed project.

2) **Status Report from the Zoning Board of Appeals (7:00 – 7:30 p.m.)**

Herbert Theisen, ZBA Chair, will be present to discuss the [attached](#) report with the Board.

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



*Aaron N. Cook, AICP*  
Development Manager  
Community Development Department  
Village of Lincolnwood

Aaron,

Thank you for giving us the opportunity to meet with the Lincolnwood Village Board. We are very excited. I will be bringing with me my wife Christine and Chris McGuire of McCon Building Corporation, our general contractor. Chris has built many Culver's restaurants and is highly educated in all areas of building and planning. We are looking to build a 4080 square foot mirrored Metro M style Culver's restaurant on 23,897 square feet of leased property. We will have 40 parking stalls, 14 of which will be shared parking with the other tenants of the Republic Bank building. Our planned hours of operation will be 10 am until 10 pm daily. We will be closed on Christmas, Thanksgiving and Easter. We will have 100 seats in our dining area and be able to stack approximately 7 cars in the drive-thru. We are looking to hire 100 team members in the beginning. There will be approximately 20 full time team members and 80 part time team members.

We are very excited to be a part of the Lincolnwood community. We have a long history of giving back to the Lake Zurich community and with the help of our son Dean, plan on doing exactly that with Lincolnwood.

Sincerely,  
Stephen and Christine Anichini  
Owner/Operators  
Culver's of Lake Zurich



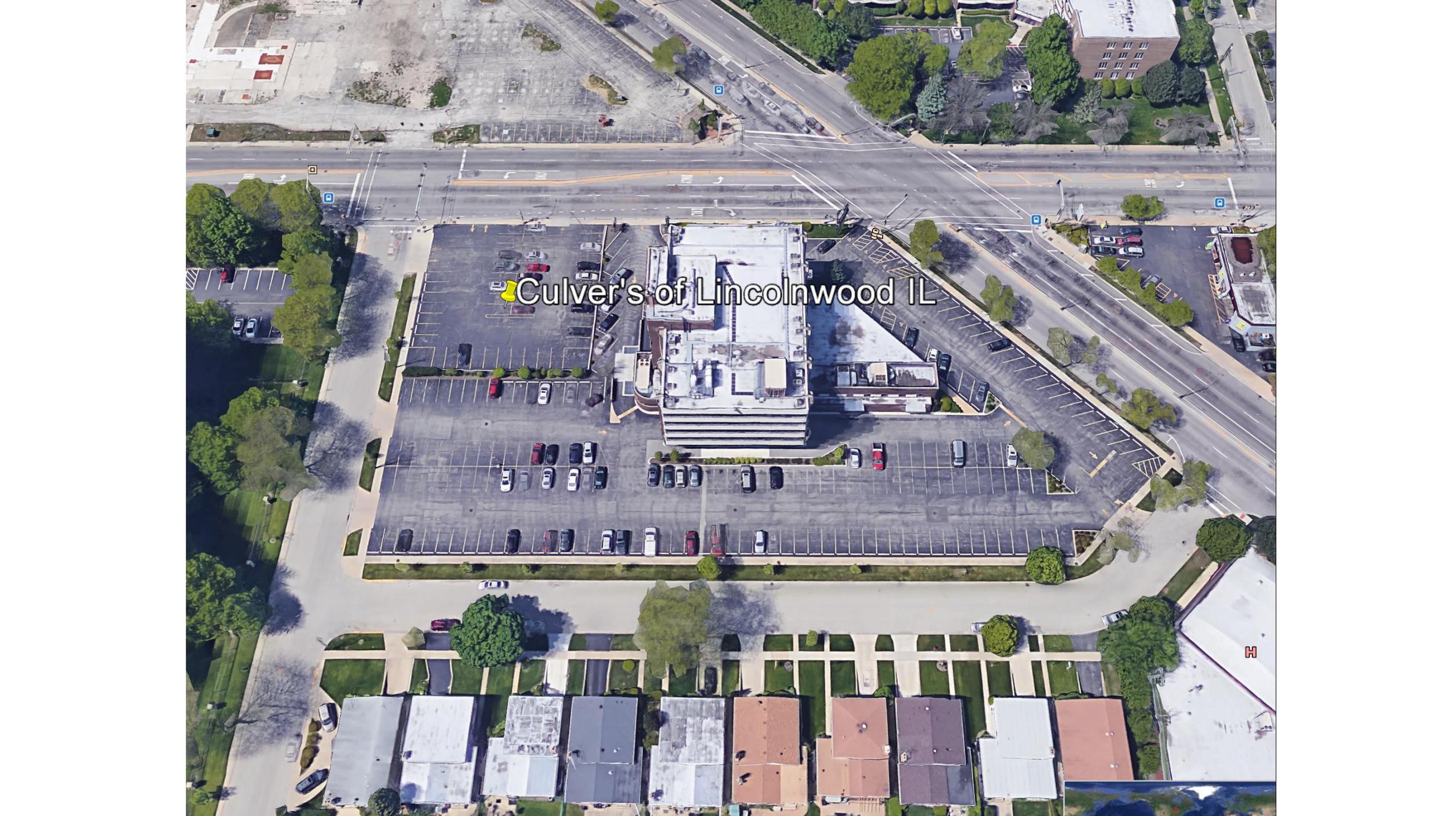
# Culver's of Lincolnwood IL

Proposed Address 4457 W. Touhy

Proposed Culver's restaurant at the southeast corners of Touhy and Kilbourn. Culver's is a quick serve franchise serving fresh, made to order dinners, sandwiches, salads, and a premium ice cream known as frozen custard. The proposed size of the restaurant is 4,080 square feet, with an indoor seating capacity of approximately 89 guests. The outdoor patio area would be approximately 400 square feet and would seat another 16 guests. The restaurant will also have a drive-thru with a headlight screen wall at the intersection constructed of a combination of a landscaping hedge and block wall which is intended to mitigate the potential impact on the surrounding properties.

The site is currently vacant. It has a gross area of approximately .56 acres. The store hours are planned from 10 am to 11 pm daily. There are typically twelve persons working at any given shift.

The total number of proposed parking spaces is 41 for a restaurant with approximately 1,000 total square feet of interior dining area.

An aerial photograph of a commercial building and its parking lot. The building is a multi-story structure with a flat roof, surrounded by a large asphalt parking lot filled with cars. The scene is situated at a street intersection with a multi-lane road. In the foreground, there are residential houses with various roof colors. A yellow pin icon is placed on the left side of the building, pointing to the text label.

Culver's of Lincolnwood IL



*Culver's*  
BUTTERBURGERS &  
FROZEN CUSTARD

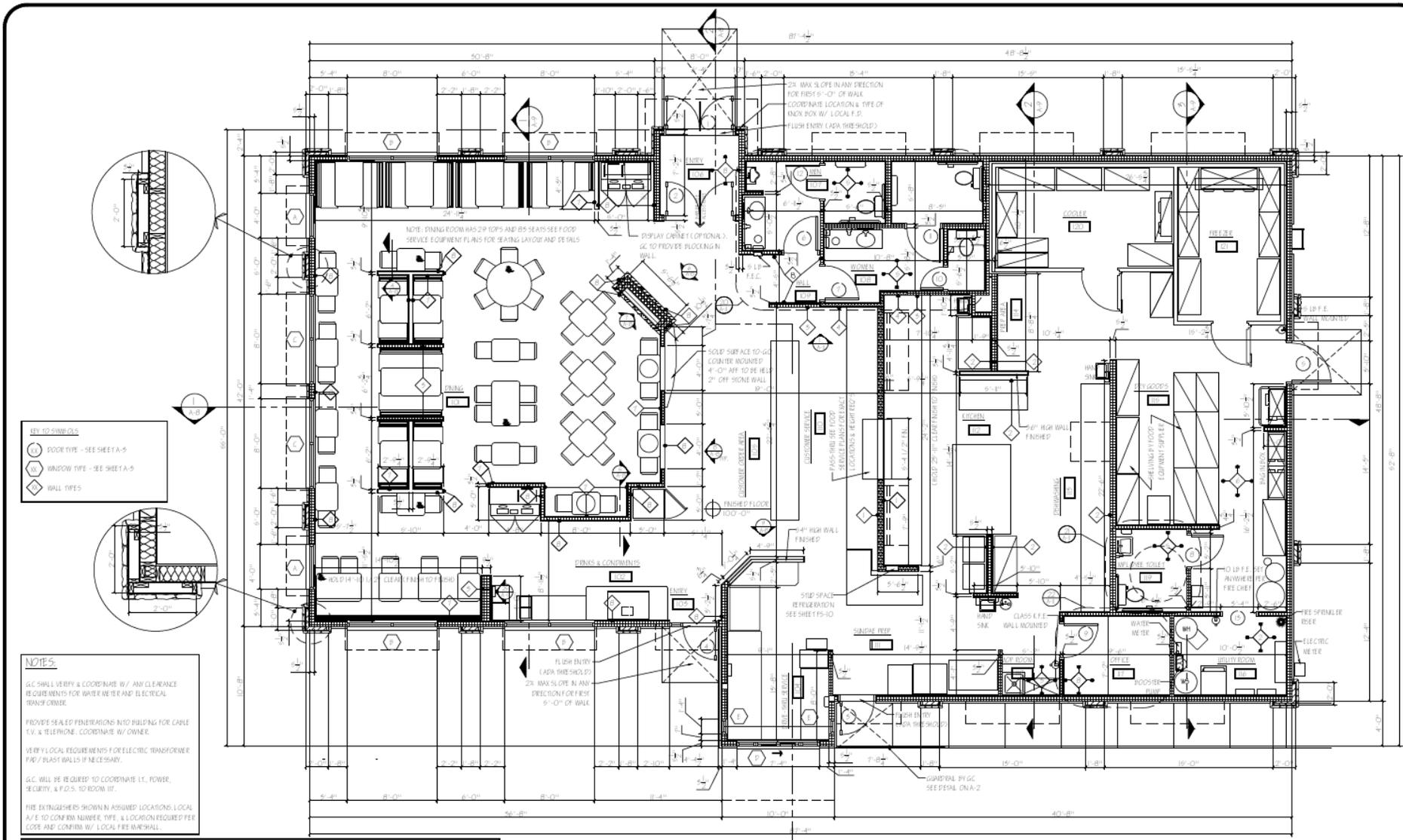
FLAVOR OF  
THE DAY











- KEY TO SYMBOLS**
- (C) DOOR TYPE - SEE SHEET A-5
  - (W) WINDOW TYPE - SEE SHEET A-5
  - (D) WALL TYPES

**NOTES:**

G.C. SHALL VERIFY & COORDINATE W/ A/M CLEARANCE REQUIREMENTS FOR WATER METER AND ELECTRICAL TRANSFORMER.

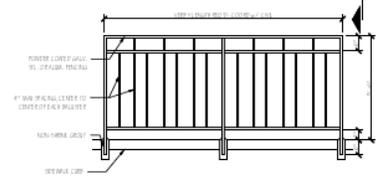
PROVIDE SEAL PENETRATIONS INTO BUILDING FOR CABLE TV & TELEPHONE. COORDINATE W/ OWNER.

VERIFY LOCAL REQUIREMENTS FOR ELECTRIC TRANSFORMER PAD / PLAST WALLS IF NECESSARY.

G.C. WILL BE REQUIRED TO COORDINATE LT. POWER, SECURITY, & F.O.S. TO ROOM 117.

FIRE EXTINGUISHERS SHOWN IN ASSUMED LOCATIONS. LOCAL A/E TO CONFIRM NUMBER, TYPE, & LOCATION REQUIRE FOR CODES AND CONFIRM W/ LOCAL FIRE DEPARTMENT.

- WALL TYPE:**
- (1) 6" RGA STEEL STUDS W/ 1/2" CEMENT BOARD FROM FLOOR TO 6" ABOVE CEILING
  - (2) 1/2" CEMENT BOARD FROM FLOOR TO 12" A.F.F. WITH 1/2" PLYWOOD FROM 12" A.F.F. TO FULL HEIGHT
  - (3) 1/2" CEMENT BOARD FROM FLOOR TO 6" ABOVE CEILING
  - (4) 5/8" STEEL STUDS W/ 1/2" CEMENT BOARD FROM FLOOR TO 6" ABOVE CEILING
  - (5) 1/2" CEMENT BOARD / 1/2" WOOD STUDS W/ 1/2" GYP. BOARD TO EOOD DECK. (COORDINATE WITH INTERIOR FINISHES)
  - (6) 1/2" CEMENT BOARD FROM FLOOR TO 12" A.F.F. / 1/2" PLYWOOD IN LEIS OF GYP. BOARD FROM 4'-0" TO 8'-0" ABOVE FLOOR. GYP. BOARD TO 6" ABOVE CEILING
  - (7) 1/2" PLYWOOD FROM FLOOR TO TOP OF WAINSCOT, GULLED & SCREWED.
  - (8) GYP. BOARD FROM TOP OF WAINSCOT TO 6" ABOVE CEILING WHERE APPLICABLE.
  - (9) 1/2" CEMENT BOARD FROM FLOOR TO 12" A.F.F. / GYP. BOARD FROM 12" TO 6" ABOVE CEILING WHERE APPLICABLE.



**FLOOR PLAN - MIRRORED METRO M - 2016 PROTOTYPE**  
**SCALE: 1/4" = 1'-0"**  
**4,075 SQUARE FEET**



Date	Revision	By

Culver Franchising System, Inc.  
 1240 Water Street  
 Prairie du Sac, WI 53578  
 608-443-7395



**CULVER FRANCHISING SYSTEM, INC.**  
**MIRRORED METRO M - 2016**  
**PROTOTYPE PLANS**

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Sheet Contents:  
**FLOOR PLAN**

Project: **Mirrored Metro M - 2016**  
 Designer: **S. Daska**  
 Date: **Jan. 1, 2016**

Sheet  
**A-2**

# DOOR SCHEDULE

DOOR:		FRAME:		HARDWARE GROUP:	NOTES:		
NO.	WIDTH	HEIGHT	MATERIAL			TYPE	WEIGHT
1	2 @ 36"	84"	ALUM.	A	A, B	1	
2	2 @ 56"	84"	ALUM.	A	A, B	2	
3	56"	84"	ALUM.	A	A, B	3-4	1
4	56"	84"	ALUM.	A	A, B	C	1
5	42"	84"	HA.	B	HA	D	5
6	56"	84"	WD.	C	HA	E, 5-4	4
7	56"	84"	WD.	C	HA	E, 5-4	4
8	54"	84"	WD.	C	HA	E, 5-2	6
9	56"	84"	WD.	D	HA	E, 5-4	5
10	24"	84"	WD.	E	HA	E, 2-4	7
11	56"	60"	WD.	E	HA	E, 5-4	7
12	56"	60"	WD.	E	HA	E, 5-4	7
13					HA	E, 5-4	

## HARDWARE GROUPS:

### HARDWARE GROUP 1: (Doors 1, 5 & 4)

This hardware group to be provided as part of the aluminum entrance package and shall be manufacturer's best quality option.

- Reqs: Extra continuous hinges with heavy duty hardware
- Lock: Touchbar exit device (See Page Series 90) or approved equal
- Pull: Manufacturer's standard flush pull
- Clears: LCN 4000 Series with heavy duty hardware
- Threshold: Aluminum - Meet ADA requirements
- Swaps: Mfr's standard swap
- Weatherstripping: Mfr's premium package
- Wall stops:

### HARDWARE GROUP 2: (Door 2)

This hardware group to be provided as part of the aluminum entrance package and shall be manufacturer's best quality option.

- Reqs: Extra continuous hinges with heavy duty hardware
- Lock: None
- Pull: None
- Clears: LCN 4000 Series with heavy duty hardware
- Threshold: None
- Swaps: None
- Weatherstripping: None

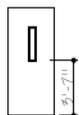
### HARDWARE GROUP 5: (Door 5)

- Reqs: 1-1/2" par bolts - See 5549 490 199 NFP (or Stankis or Flaer equal)
- Lock: Schlage 5 Series "Blade" in 626 Finish
- Lock Pullator: Schlage 5 Series "Blade" - Coord. w/ lock
- Clears: LCN 4000 H Series with heavy duty hardware
- Threshold: Funks 294 Series
- Weatherstripping: Funks - Funks or equal
- Kick Plate: 12" high x door width @ both sides of door. 626 Finish - Funks or equal.

## DOOR TYPES



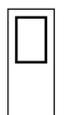
**TYPE 1A1**  
36" x 84" clear finished aluminum finish, glass w/ 5/8" tempered insulating glass pane @ door 1 single leaf @ door 2



**TYPE 1B1**  
42" x 84" insulated aluminum w/ 4 x 20" tempered glass in ADA compliant w/ 5/8" insulating glass Finish to match adjacent exterior field color



**TYPE 1C1**  
56" x 84" w/ 5/4" flush panel solid core w/ door w/ triple weatherstripping to match adjacent 2 alternate weatherstripping door

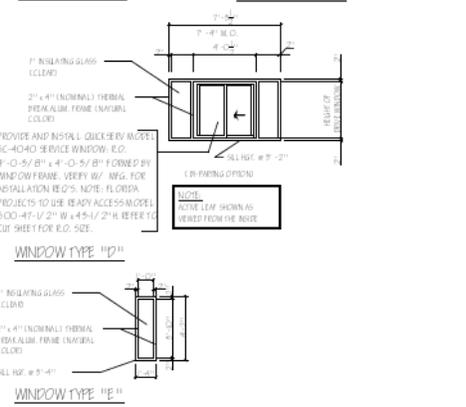
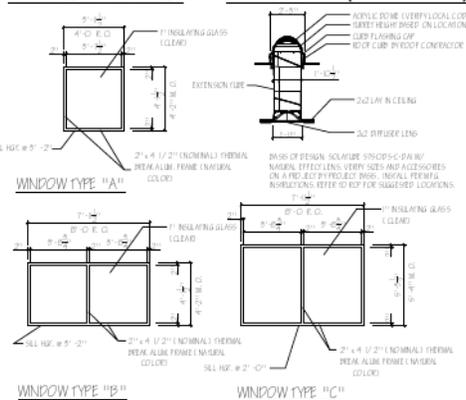


**TYPE 1D1**  
56" x 84" insulated aluminum w/ single pane w/ 4" tempered glass

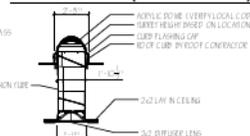


**TYPE 1E1**  
See Door Schedule for width. 60" x 60" w/ 4" flush panel solid core w/ door w/ triple weatherstripping to match adjacent 2 alternate weatherstripping door

## WINDOW TYPES:



## SKYLIGHT: (OPTIONAL)

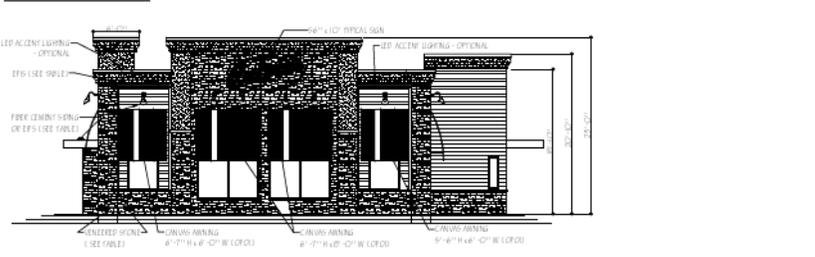


## EXTERIOR MATERIALS OPTIONS: SEE EXTERIOR FINISH SELECTION DOCUMENT FOR SELECTIONS

OPTION A	OPTION B	OPTION C	OPTION D
<ul style="list-style-type: none"> <li>DO NOT PERFORM COLORFAST TESTS</li> <li>DO NOT PERFORM COLORFAST TESTS</li> </ul>	<ul style="list-style-type: none"> <li>DO NOT PERFORM COLORFAST TESTS</li> <li>DO NOT PERFORM COLORFAST TESTS</li> </ul>	<ul style="list-style-type: none"> <li>DO NOT PERFORM COLORFAST TESTS</li> <li>DO NOT PERFORM COLORFAST TESTS</li> </ul>	<ul style="list-style-type: none"> <li>DO NOT PERFORM COLORFAST TESTS</li> <li>DO NOT PERFORM COLORFAST TESTS</li> </ul>



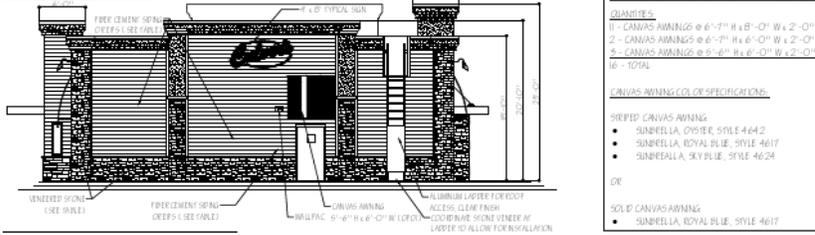
**LEFT SIDE ELEVATION**  
SCALE: 1/8" = 1'-0"



**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"



**RIGHT SIDE ELEVATION**  
SCALE: 1/8" = 1'-0"



**REAR ELEVATION**  
SCALE: 1/8" = 1'-0"

**STANDARD PROTOTYPE AWNINGS (OF01)**

QUANTITIES:

- CANVAS AWNINGS @ 6'-7" H x 8'-0" W x 2'-0" D
- CANVAS AWNINGS @ 6'-7" H x 6'-0" W x 2'-0" D
- CANVAS AWNINGS @ 6'-6" H x 6'-0" W x 2'-0" D
- TOTAL

CANVAS AWNING COLOR SPECIFICATIONS:

STRIPPED CANVAS AWNING:

- SUNBELLA, DYSIE, 516E 464 2
- SUNBELLA, ROYAL BLUE, 516E 4617
- SUNBELLA, SKY BLUE, 516E 4624

OR

SOLID CANVAS AWNING:

- SUNBELLA, ROYAL BLUE, 516E 4617

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Revision: \_\_\_\_\_

Culver Franchising System, Inc.  
1248 Water Street  
Paineau du Lac, WI 53578  
608-643-7980



**CULVER FRANCHISING SYSTEM, INC.**  
**MIRRORED METRO M - 2016**  
**PROTOTYPE PLANS**

Sheet Contents:  
**EXT. ELEV'S,**  
**DOOR & WIND.**  
**SCHEDULE**

Project: **Mirrored Metro M - 2016**  
Drawn by: **S. Datta**  
Date: **Jan. 1, 2016**

Sheet  
**A-3**

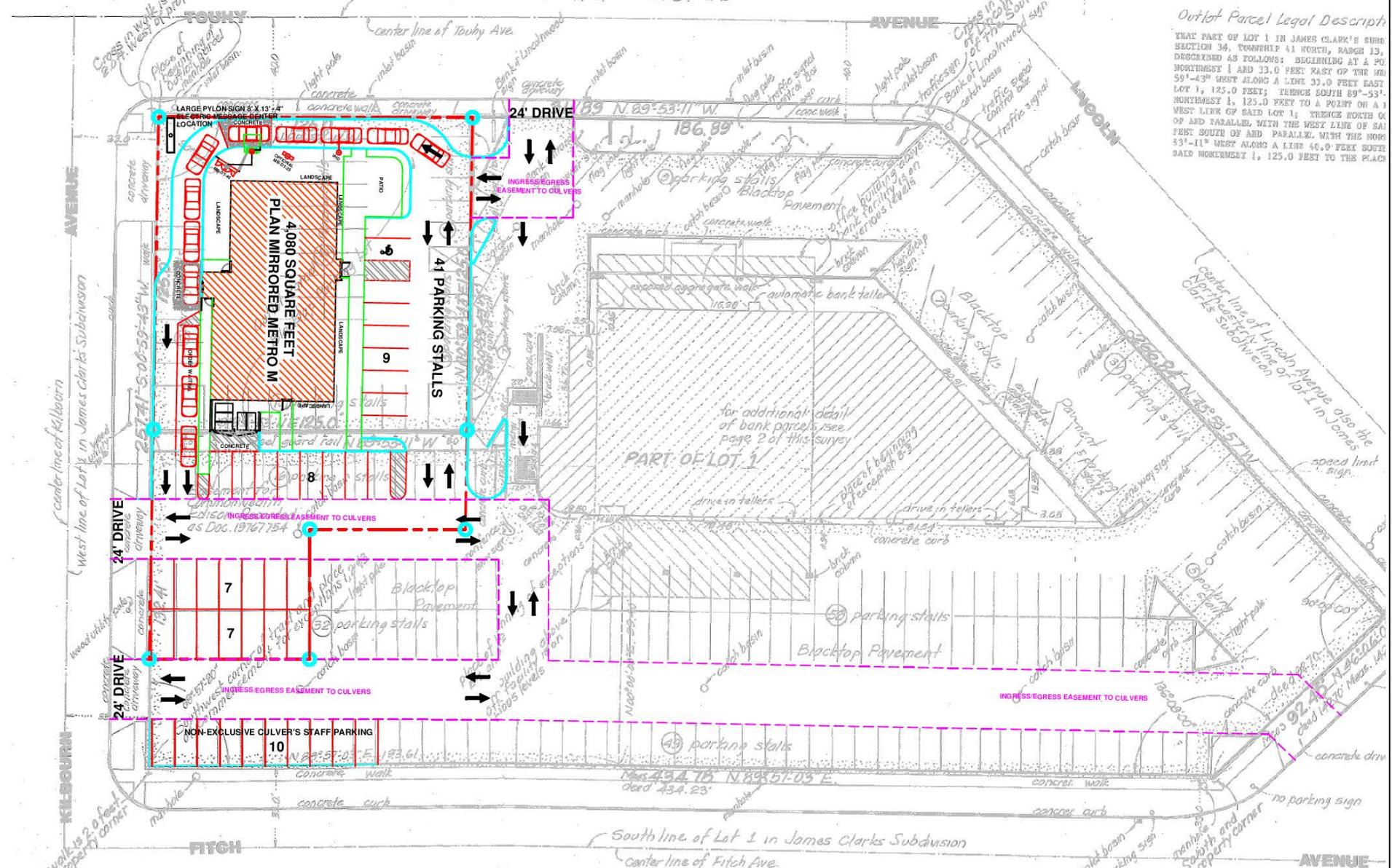
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**PROPOSED CULVER'S RESTAURANT  
LINCOLNWOOD, IL. PLAN MIRRORED METRO M SHOWN**

LOT AREA APPROX. 23,897 SQ. FT. OPTION 3

SPH 02/03/16

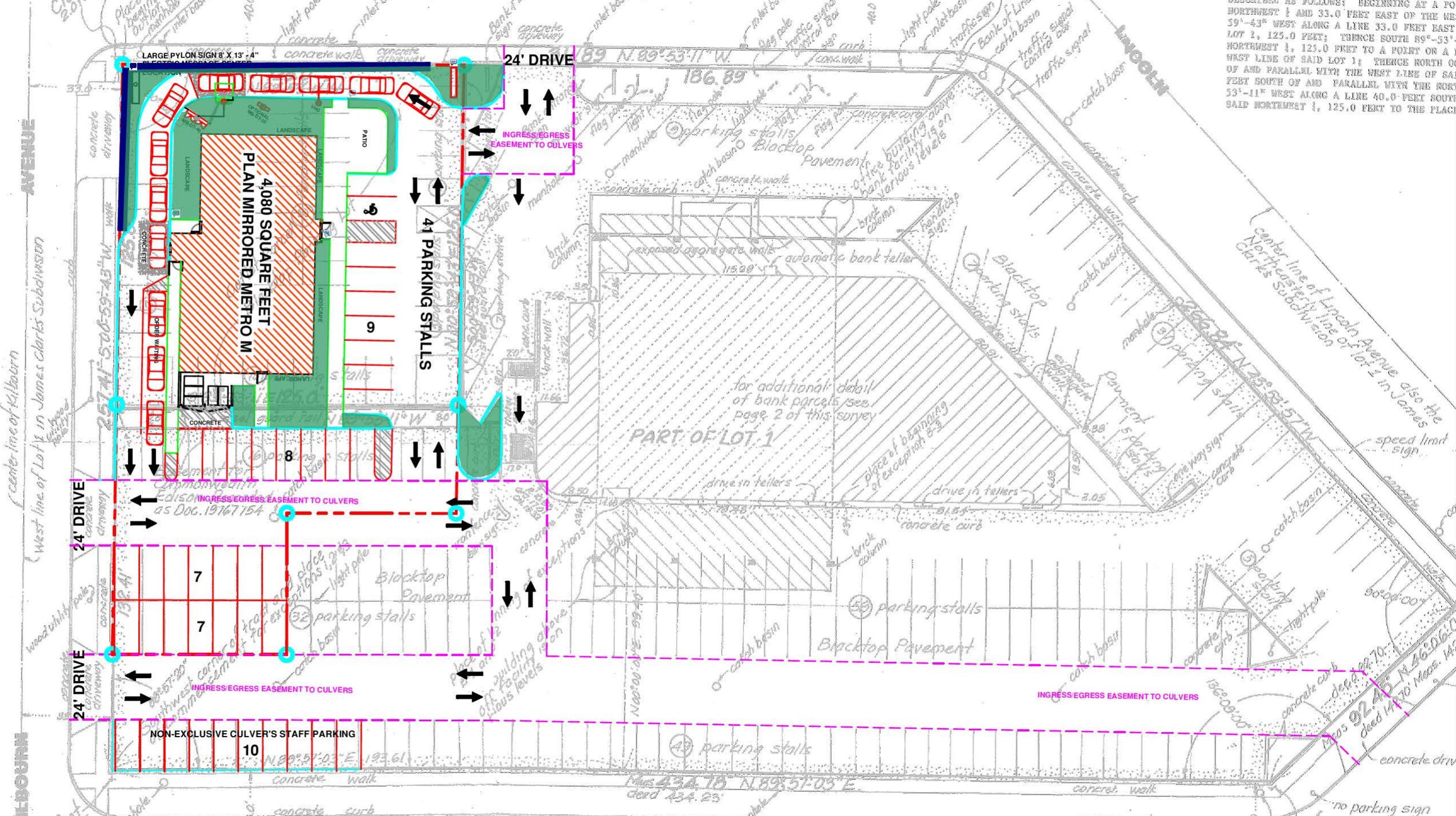
ORIGINAL 15,625 SQ. FT.



**Outlet Parcel Legal Description**  
 THAT PART OF LOT 1 IN JAMES CLARK'S SUBD SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, DECEDED AS FOLLOWS: BEGINNING AT A PO NORTHWEST 1/4 AND 33.0 FEET EAST OF THE NW 59'-43" WEST ALONG A LINE 33.0 FEET EAST LOT 1, 125.0 FEET; THENCE SOUTH 89'-53'-NORTHWEST 1/4, 125.0 FEET TO A POINT ON A 1 WEST LINE OF SAID LOT 1; THENCE NORTH OR UP AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, 434'-53" FEET; THENCE SOUTH 89'-53'-WEST ALONG A LINE 40.0 FEET SOUTH SAID NORTHWEST 1/4, 125.0 FEET TO THE PLACE

North  
 Cross in walk is 20 ft. North end of property corner (50')  
 Place of beginning of driveway (50')  
 center line of Touhy Ave.  
 center line of Kelburn  
 West line of Lot 1 in James Clark's Subdivision  
 center line of Fitch  
 center line of Lincoln Avenue also the Northwest 1/4 line of Lot 1 in James Clark's Subdivision  
 center line of Kelburn  
 10' walk to 20 feet property corner

South line of Lot 1 in James Clark's Subdivision  
 center line of Fitch Ave.



LARGE PYLON SIGN 8' X 13' - 4"

4,080 SQUARE FEET  
PLAN MIRRORED METRO M

41 PARKING STALLS

NON-EXCLUSIVE CULVER'S STAFF PARKING  
10

24' DRIVE

24' DRIVE

24' DRIVE

INGRESS/EGRESS EASEMENT TO CULVERS

INGRESS/EGRESS EASEMENT TO CULVERS

INGRESS/EGRESS EASEMENT TO CULVERS

INGRESS/EGRESS EASEMENT TO CULVERS

PART OF LOT 1

for additional detail  
of bank parcels see  
page 2 of this survey

Blacktop Pavement

49 parking stalls

DESCRIPTION AS FOLLOWS: BEGINNING AT A POINT  
NORTHWEST 1/4 AND 33.0 FEET EAST OF THE NE  
59'-43" WEST ALONG A LINE 33.0 FEET EAST  
LOT 1, 125.0 FEET; THENCE SOUTH 89°-53'  
NORTHWEST 1, 125.0 FEET TO A POINT ON A  
WEST LINE OF SAID LOT 1; THENCE NORTH ON  
OF AND PARALLEL WITH THE WEST LINE OF SAID  
FEET SOUTH OF AND PARALLEL WITH THE NORTH  
53'-11" WEST ALONG A LINE 40.0 FEET SOUTH  
SAID NORTHWEST 1, 125.0 FEET TO THE PLACE

center line of Lincoln Avenue also the  
Northwest 1/4 line of lot 1 in James  
Clark's Subdivision

AVENUE

West line of Lot 1 in James Clark's Subdivision

ELBURN

center line of Elburn

25

33.4

175

125

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## **Village of Lincolnwood Village Board Committee of the Whole**

**Commission:** Zoning Board of Appeals

**Chairperson:** Herbert Theisen  
Paul Grant  
Jean Ikezoe-Halevi  
Christopher Nickell  
Kathy O'Brien  
Martina Keller  
Kirill Vorobeychik

Previous ZBA Members who served during this report period:  
Paul Gordon

### **Summary of Significant Activities of the Previous Two Years:**

- Held **13** public meetings between February 2014 and February 2016
- Considered **18** Public Hearing Cases:
  - Twelve Residential Cases
  - Six Commercial Cases
- Breakdown of Type of Variation Requests Considered:
  - Four sign Variations
  - Six setback Variations
    - Four Residential
    - Two Commercial
  - Three commercial off-street parking Variations
  - Three residential first floor height and design standards Variations
  - Three maximum lot coverage Variations
  - Two fence Variations
  - Two commercial landscaping Variations
  - One Religious Institution landscaping Variations
  - One street parkway parking Variation
    - Amendment to conditions of a prior variance granted
  - One residential accessory structure Variation
  - One commercial building height Variation
  - One residential building separation Variation
- Recommended to the Village Board a Zoning Code text amendment with regards to regulations of painting brick façades.

### **FY 2016-2018 Anticipated Activities/Goals**

- Continue review variation types that have been granted and make recommendations on further Zoning Code Text Amendments.

### **Specific Questions or Comments for the Village Board:**

- None



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., MAY 3, 2016**

**AGENDA**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
  - 1. Village Board Minutes – April 19, 2016
- V. Warrant Approval**
- VI. Village President’s Report**
  - 1. Reappointments to the Boards and Commissions
  - 2. Metropolitan Mayors Caucus Green Initiative Presentation
- VII. Consent Agenda** (If any one wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)
  - 1. Approval of a Resolution Adopting Prevailing Wages Effective May 1, 2016 for the State of Illinois Prevailing Wage Act (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 2. Approval of an Ordinance in Case #ZB-03-16 to Approve a Building Height Variation for a New Flat-Roof Single-Family Home at the Property Located at 4525 West North Shore Avenue (Appears on the Consent Agenda Because it was Approved Unanimously by a Recommending Body)
  - 3. Approval of an Ordinance Waiving Section 105.5 of the Village Building Code Regarding the Maximum Term of a Building Permit and Granting a Time Extension for Zoning Approvals for The Carrington at Lincolnwood (aka South Bay Partners Assisted/ Independent Living Facility) at 3401-3501 Northeast Parkway (Appears on the Consent Agenda Because it is a Routine Function of Government)
  - 4. Approval of an Ordinance in Case #ZB-01-16 to Grant a Building Coverage Variation to Allow a Rear Yard Addition to the Existing Single-Family Home at 3738 West Columbia Avenue (Appears on the Consent Agenda Because it was Approved Unanimously at a Previous Village Board Meeting)

5. Approval of an Ordinance in Case #ZB-02-16 to Grant Special Sign Approval and Sign Setback Variation for Replacement of a Pole/Pylon Sign for the Property Located at 7169 North Crawford Avenue (Appears on the Consent Agenda Because it was Approved Unanimously at a Previous Village Board Meeting)
6. Approval of an Ordinance Waiving the Bid Process and Awarding a Proposal from Christopher B. Burke Engineering, Ltd. for the Design of Landscaped Median Improvements on Lincoln Avenue within the Village (Appears on the Consent Agenda Because it is a Routine Function of Government)
7. Approval of an Amendment to the Local Agency Agreement as Required by the Illinois Department of Transportation for Participation in the Congestion Mitigation Air Quality Grant Program for Construction of a Recreation Path on the Former Union Pacific Railroad Property (Appears on the Consent Agenda Because it is a Routine Function of Government)
8. Approval of an Amendment to the Local Agency Agreement as Required by the Illinois Department of Transportation for Participation in the Congestion Mitigation Air Quality Grant Program for Construction of a Recreation Path on the Commonwealth Edison Right-of-Way (Appears on the Consent Agenda Because it is a Routine Function of Government)
9. Approval of a Resolution to Reject the Bid Received for the 2016 Sidewalk and Curb Replacement Program (Appears on the Consent Agenda Because it is the Rejection of a Bidder)
10. Approval of a Resolution to Approve a Contract with The Detroit Salt Company of Detroit, Michigan for the Purchase of Bulk Sodium Chloride (Appears on the Consent Agenda Because it is for the Lowest Qualified Bidder)
11. Approval of a Resolution Authorizing the Voluntary Withdrawal of Membership from the Regional Emergency Dispatch Center (Appears on the Consent Agenda Because it is a Routine Function of Government)

### **VIII. Regular Business**

12. Consideration of a Recommendation by the Plan Commission in Case #PC-04-16 to Approve a Special Use and Certain Variations of the Zoning Code Needed to Allow an Expansion of an Existing Off-Street Parking Area at 7370 North Cicero Avenue
13. Approval of a Recommendation by the Economic Development Commission to Adopt a Resolution Approving Two Property Enhancement Program (PEP) Grants in an Amount Not to Exceed \$25,000 Per Grant for the Airoom Properties at 6825 North Lincoln Avenue and at 6829-6849 North Lincoln Avenue
14. Consideration of a Resolution to Authorize the Execution of an Agreement with Planned Forest Solutions of Chicago, Illinois for Consulting Arborist Services
15. Consideration of a Referral to the Plan Commission to Convene a Public Hearing for a Proposed Zoning Code Text Amendment Concerning Residential Fences Along Rear Lot Lines Adjacent to Public Recreation Paths

### **IX. Manager's Report**

**X. Board, Commission, and Committee Reports**

**XI. Village Clerk's Report**

**XII. Trustee Reports**

**XIII. Public Forum**

**XIV. Closed Session**

*A Closed Session is Requested to Discuss Employment Matters 2(c)(1)*

**XV. Adjournment**

DATE POSTED: April 29, 2016

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at [Lincolnwood.tv](http://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](http://lwdtv.org).

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
APRIL 19, 2016**

**DRAFT**

**Call to Order**

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, April 19, 2016, 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, Patel, Elster, Bass, Spino

ABSENT: Trustee Cope

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; Steven McNellis, Director of Community Development; Amanda Pazdan, Management Analyst; Charles Greenstein, Village Treasurer.

**Approval of Minutes**

The minutes of the April 5, 2016 Village Board Meeting were distributed and examined in advance. Trustee Klatzco moved to approve the minutes as presented. The motion was seconded by Trustee Spino. The motion passed by voice vote.

**Warrant Approval**

Trustee Klatzco moved to approve warrants in the amount of \$657,820.09. The motion was seconded by Trustee Patel.

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

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

NAYS: None

The motion passed.

## **Village President's Report**

### **1. Proclamation Regarding greenest Region Compact 2**

President Turry read this proclamation which included the following:

The Metropolitan Mayors Caucus provides a form to develop consensus and act on public policy issues including energy efficiency, water conservation, urban forestry and participation in Clean Air Counts. The Caucus created the Greenest Region Compact 2 to address environmental sustainability. The GRC2 is built on important environmental initiatives already underway in many communities of all sizes. The consensus goals will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

President Turry, along with the Village Board of Trustees, hereby endorses the Greenest Region Compact 2 proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.

The Board concurred.

### **2. Appointment of Genelle Iocca to the Economic Development Commission**

President Turry requested that a motion be made.

Trustee Patel moved to approve the appointment, seconded by Trustee Klatzco. The motion passed with a voice vote

### **3. Upcoming Meetings**

President Turry announced upcoming meetings. These meeting dates may be found on the Village Website.

## **Consent Agenda**

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

- 1. Approval of a Resolution Adopting the Strategic Master Technology Plan for Fiscal Year 2016-17**
- 2. Approval of a Resolution Updating the Designation of the Village's Delegate and Alternate Delegate to the Northeastern Illinois Public Safety Training Academy Board of Directors**
- 3. Approval of a Resolution to Award a Proposal and Approve a Contract with KGI Landscaping Company of Skokie, Illinois for Landscaping Maintenance within the Village in the Amount of \$36,000**
- 4. Approval of an Ordinance Authorizing Reallocation of Unused Private Activity Bond Volume Cap Allocation**

*Trustee Patel requested removal of Item 5 and placement as Item 11 under Regular Business for the purpose of discussion.*

**5. Approval of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-03-16 to Approve a Building Height Variation for a New Single-Family Home at the Property Located at 4525 West North Shore Avenue**

Trustee Spino moved to approve the Consent Agenda as amended. The motion was seconded by Trustee Klatzco.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

**Regular Business**

**6. Consideration of the following items pertaining to the School District 74 Campus located at 6855 North Crawford Avenue, 6850 and 6950 North East Prairie Road and 3925 West Lunt Avenue: A. Approval of an Ordinance Amending the Village of Lincolnwood Zoning Ordinance Establishing the “S” Schools Zoning District; B. Approval of an Ordinance Rezoning Property to the “S” Schools Zoning District; and C. Approval of an Ordinance Vacating a Portion of the Morse Avenue Right-of-Way**

This item was presented by Mr. McNellis.

Neighbors were notified of this request. There were no comments and no one was in attendance.

School District 74 – Zoning Requests

\*Establish a new “S” Schools Zoning District

\*Rezone School Campus from \$3 Residential Zoning to the new “S” Schools Zoning District

An Aerial Map of the area was exhibited.

“S” Schools Zoning District – Zoning Regulations

\*”School” Definition

\*Multiple Buildings on a Single Lot

\*Permitted and Special Uses List

\*Accessory Buildings Permissibility

\*Bulk Regulations

\*Off-Street Parking

School District 74 Campus – Map Amendment – R3 to “S” Zoning District rendering was exhibited

School District 74 – Plat Request

\*Vacate a portion of the Morse Avenue right-of-way

•Exists only on paper

•No above-ground improvements

•Consists of landscaping and playground equipment

An aerial view of the Morse Avenue right-of-way at School District 74 Campus was exhibited.

Morse Avenue –Plat of Vacation and Grant of Easement rendering was presented.

Requested Action

\*Consideration of the following requests:

- Text Amendment to create a new “S” Schools Zoning District
- Map Amendment to Rezone School Campus from R3 to “S” Zoning District
- Plat of Vacation and Grant of Easement for a portion of the Morse Avenue right-of-way

Attorney Elrod stated that he spoke with the attorney for School District 74 and it was agreed to make clear that the front yard of this zone is Pratt, the rear yard is Lunt and the two side yards are Crawford and East Prairie.

Since the last Village Board meeting, Attorney Elrod, Village Manager Wiberg, Trustees Elster and Patel met with School Board representatives, School Board President Scott Anderson and Board Member John Vranas. A discussion was held regarding the Intergovernmental Agreement (IGA) previously approved for the Devon/Lincoln TIF District. In that agreement the parties agreed that if any residential development occurred in the Touhy/Lincoln TIF District, any tax increment generated by the residential development would be declared surplus and distributed to all of the taxing bodies. The Village Attorney stated that at the time this agreement was being negotiated, there was no residential development contemplated at the Purple Hotel Site. At the current time it is not known whether the Shoppes at Lincoln Pointe project will ever be built, and the Village is consistently hearing from potential developers of this site, that residential would need to be a component of this development and that developers would need to receive some type of economic incentive in order to make their project economically viable. Therefore, the Village is interested in renegotiating the Devon/Lincoln TIF Agreement, in order to allow for a payment to be made to the school districts based on how many students actually were generated from a residential development on the Purple Hotel site. The representatives from School District 74 indicated they would support this concept and agreed to work with the Village to develop language to this effect. The Village Attorney further stated that once an agreement was reached with School District 74 on this issue that the Village would then introduce the same proposal to School District 219.

Trustee Elster moved to approve Ordinances A. B. and C., seconded by Trustee Bass.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

**7. Consideration of a Recommendation in Case #ZB-02-16 by the Zoning Board of Appeals to Deny a Special Sign Request and a Sign Setback Variation and a Sign Orientation Variation for Replacement of a Pole/Pylon Sign for the Property Located at 7169 Crawford Avenue**

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

Aerial views of the area were presented.

Requested Action

\*Special Sign Consideration (Section 11.10(1)iv)

- Replacement Pole/Pylon Sign

\*Sign Setback Variation (Section 11.10(11)iv.5)

- Minimum Required – 10 Feet
- Touhy Avenue Setback – 7 Feet

- Crawford Avenue Setback – 7.7 Feet

\*Sign Orientation Variation (Section 11.10(1)Iv.1(4))

- Required to be perpendicular to primary street: Touhy Avenue
- Sign proposed to face intersection of Touhy and Crawford

A land survey was exhibited, as were proposed signs and area photos.

#### ZBA Deliberations

\*Public Hearing – March 16

\*Special Sign and Variations Consideration

- Petitioner – existing obstructions would block perpendicular monument sign
- Petitioner – neighboring existing gas station has pole/pylon sign
- ZBA divided on appropriateness of new sign – Majority supported a compliant monument sign

#### ZBA Recommendation

\*By 4 – 2 vote, Recommends Denial of Requested Special Sign, Sign Setback, and Sign Orientation Variations

- Majority found necessary conditions/hardship not demonstrated – preference for compliant monument sign
- Two dissenting votes concerned with owner being at a competitive disadvantage

\*After Public Hearing, Commissioner raised concern with different treatment of existing pole/pylon signs versus new and replacement pole/pylon signs

#### Variations Requested

\*Special Sign Consideration (Section 11.10(1) iv)

- Replacement Pole/Pylon Sign

\*Sign Setback Variation (Section 11.10(1) iv)

- Minimum Required – 10 Feet
- Touhy Avenue Setback – 7 Feet
- Crawford Avenue Setback – 7.5 Feet

\*Sign Orientation Variation (Section 11.10(1) iv.1 (4))

- Required to be perpendicular to primary street: Touhy Avenue
- Sign proposed to face intersection of Touhy and Crawford

#### Hardships for Special Sign Approval

##### Section 11.10 (1) iv.13

\*A monument sign would not be feasible due to obstruction of the line of sight triangle;

\*The existence of driveways, driveway approaches, interior drive aisles and parking areas would cause insufficient area to install a monument sign;

\*The existence of trees, shrubbery or vegetation would adversely impact the visibility of a monument sign; or

\*The existence of underground utilities would prevent or interfere with the installation of a foundation for a monument sign.

Some discussion ensued.

Trustee Elster moved to direct the Village Attorney to draft an Ordinance approving the requested Variations, excepting the Orientation request, seconded by Trustee Patel.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

Trustee Patel requested that the Zoning Board of Appeals review “hardship” language.

**8. Consideration of a Recommendation from the Fire and Water Committee to Adopt a Resolution Approving a Six-Year Contract with Paramedic Services of Illinois for the Provision of Fire Protection and Emergency Medical Service**

This item was presented by Mr. Wiberg and Chief Hansen.

Since 1990 there has been a successful relationship between Paramedic Services of Illinois (PSI) and the Village of Lincolnwood.

The Village Fire and Water Committee (Trustees Patel, Spino and Bass) determined that due to favorable services, there was no reason not to renew this contract. PSI and the Committee presented the details of a new 6 year contract.

Chief Hansen spoke of satisfaction with the relationship with the Village.

Some questions ensued with clarification by Mr. Wiberg and Chief Hansen.

Trustee Patel moved to approve the Resolution, seconded by Trustee Spino.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

**9. Consideration of an Ordinance Amending Sections 6-2-4 and 17-1-2 of the Village Code Regarding Various Fees and Fines and a Resolution Establishing Certain Annual Fees to be Charged by the Village During Fiscal Year 2016-17**

This item was presented by Mr. Petroschius using PowerPoint.

Code Section	2015-16 Fee Name	2015-16 Fee	Proposed 2016-17 Fee Name	Proposed 2016-17 Fee	Estimated Additional Revenue/Justification
7-2-31(A)	Parking within an intersection	\$25	Parking within an intersection	\$30	\$380 - Consistent with area communities, consistent with parking fines that were increased to \$30 in Fiscal Year 2015-16
	Parking on a crosswalk	\$25	Parking on a crosswalk	\$30	
	Additional parking regulations	\$20	Prohibited parking on certain streets	\$30	
	Bicyclist violations of the Illinois Vehicle Code	\$10	Bicyclist violations of the Illinois Vehicle Code	\$30	
	Prohibited parking on certain streets	\$20	Prohibited parking on certain streets	\$30	
	Restricted parking in municipal lot (Touhy and Keating), Parking more than two consecutive hours	\$20	Restricted parking in municipal lot (Touhy and Keating), Parking more than two consecutive hours	\$30	
	Resident only parking	\$25	Resident only parking	\$30	

	Permit only parking	\$25	Permit only parking	\$30	
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Code Section	2015-16 Fee Name	2015-16 Fee	Proposed 2016-17 Fee Name	Proposed 2016-17 Fee	Estimated Additional Revenue/Justification
17-1-2	Abandonment of Vehicle	Up to \$2,500	Abandonment of Vehicle	\$30	\$120 – Consistent with area communities; applied as a parking fine instead of a mandatory court appearance
5-3-1	Ambulance User Fee Non Resident Rates		Ambulance User Fee Non Resident Rates		\$20,000 (resident and non-resident fee changes) – Rates have not been increased since Fiscal Year 2010/11; rising costs of business expenses
	Basic Life Support ambulance transport fee	\$850.00	Basic Life Support ambulance transport fee	\$1,000.00	
	Advanced Life Support I ambulance transport fee	\$1,000.00	Advanced Life Support I ambulance transport fee	\$1,150.00	
	Advanced Life Support II ambulance transport fee	\$1,250.00	Advanced Life Support II ambulance transport fee	\$1,400.00	
	Mileage transport fee	\$17.00/Mile	Mileage transport fee	\$20.00/Mile	

<b>Code Section</b>	<b>2015-16 Fee Name</b>	<b>2015-16 Fee</b>	<b>Proposed 2016-17 Fee Name</b>	<b>Proposed 2016-17 Fee</b>	<b>Estimated Additional Revenue/Justification</b>
5-3-1	Ambulance User Fee Resident Rates		Ambulance User Fee Resident Rates		<p>\$20,000 (resident and non-resident fee changes) – Rate have not been increased in Fiscal Year 2010/11; rising costs of business expenses</p>
	Basic Life Support ambulance transport fee	\$500.00	Basic Life Support ambulance transport fee	\$650.00	
	Advanced Life Support I ambulance transport fee	\$700.00	Advanced Life Support I ambulance transport fee	\$850.00	
	Advanced Life Support II ambulance transport fee	\$950.00	Advanced Life Support II ambulance transport fee	\$1,050.00	
	Mileage transport fee	\$15.00/Mile	Mileage transport fee	\$17.00/Mile	

Code Section	2015-16 Fee Name	2015-16 Fee	Proposed 2016-17 Fee Name	Proposed 2016-17 Fee	Estimated Additional Revenue/Justification
6-2-4	Construction in Village Rights-of-Way	\$500	Construction in Village Rights-of-Way	\$1,000	\$1,000; Has not been increased in over 10 years; Provides additional authority through Village Code Text to pass on Village's third party costs to utility (i.e. engineering)
12-3-13(G)	Basic Water User Charge	\$8.28 per 1,000 gallons of metered water consumption	Basic Water User Charge	\$8.69 per 1,000 gallons of metered water consumption	\$191,000 into Water Fund to pay for City of Chicago water purchase as required by Village Financial Policy

Trustee Bass moved to approve the Ordinance and the Resolution, seconded by Trustee Patel

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

**10. Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2016 to April 30, 2017**

This item was presented by Mr. Merkel.

President Turry congratulated Mr. Merkel and his team on the award for Excellence in Financial Reporting

The Budget Team was headed by Mr. Wiberg.

The Draft Budget was presented in February of 2016.

The Village Finance Committee met on March 2.

On April 5, 2016, at a Public Meeting the Budget now being presented was brought to the Village Board.

This Budget now comes before you for authorization to adopt.

- Fifth year of streetlight replacement
- Two Bike Paths will be started this year. (80% of the cost will come thru grants, 20% funded by Village)
- Resurfacing of Pratt Avenue (70% of the cost will come thru grants, 30% funded by Village)
- PSI – Purchasing of new fire truck
- Storm Water Management Pilot Program

Trustee Klatzco moved to approve the Resolution, seconded by Trustee Spino.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

11. *This item was previously Item 5 on the Consent Agenda at the request of Trustee Patel*  
Approval of a recommendation by the Zoning Board of Appeals in CAW #zb-03-16 TO Approve a Building Height Variation for a new Single Family Home at the property located at 4525 W. North Shore Avenue

Trustee Patel had questions and would like the Plan Commission to review the Code.

Petitioners Jason and Amy Schwartz were present. Some discussion ensued.

Trustee Patel moved to approve and to direct the attorney to prepare the Ordinance, seconded by Trustee Bass.

Trustee Bass expressed concerns regarding sprinklers.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

### **Manager's Report**

Mr. Wiberg announced that yesterday the Union Pacific property purchase was completed. Thanks to Mrs. Engelmann for taking over when Mrs. Hincapie left.

### **Board and Commissions Report**

None

### **Village Clerk's Report**

None

### **Trustees Reports**

None

**Public Forum**

None

**Adjournment**

At 8:50 PM Trustee Patel moved to adjourn, 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: April 29, 2016

The following are the totals for the List of Bills being presented at the May 3rd Village Board meeting.

5/03/2016	208,168.76
5/03/2016	192,067.24
5/03/2016	49,253.84
5/03/2016	4,647,061.03
5/03/2016	74,840.56
Total	<hr/> \$ 5,171,391.43

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/22/2016 - 11:49AM  
Batch: 00100.05.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Ace Hardware Skokie ACEHRDS					
199325	4/8/2016	178.02	0.00	04/30/2016	Plexi glass for pool updates
205-560-515-6599 EQUIPMENT- POOL					
199325 Total:		178.02			
Ace Hardware Skokie Tota		178.02			
Al's Cycle Shop ALCYCLES					
730041	4/8/2016	82.98	0.00	04/30/2016	Park Patrol Bike tune up
205-508-515-5730 Program supplies					
730041 Total:		82.98			
Al's Cycle Shop Total:		82.98			
American First Aid Services AFAS INC					
33393	4/11/2016	32.10	0.00	04/30/2016	First air refills
660-620-519-5730 Program supplies					
33393 Total:		32.10			
American First Aid Service		32.10			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Anderson Lock ANDERSON 904267	3/15/2016	49.80	0.00	04/30/2016	
205-560-515-6599 EQUIPMENT- POOL					Concession stand keys
	904267 Total:	49.80			
	Anderson Lock Total:	49.80			
City of Chicago Dept of Water CTYOFCHI 430883-430883	4/8/2016	87,670.48	0.00	04/30/2016	
660-620-519-5790 Water purchases					Water 2/10/16-3/14/16
	430883-430883 Total:	87,670.48			
430884-430884	4/8/2016	77,545.88	0.00	04/30/2016	
660-620-519-5790 Water purchases					Water 2/10/16-3/14/16
	430884-430884 Total:	77,545.88			
	City of Chicago Dept of W	165,216.36			
Commonwealth Edison COMED 1011026306	4/15/2016	2,773.43	0.00	04/30/2016	
101-440-513-5785 Utilities - public way					Mtrd Street lights
	1011026306 Total:	2,773.43			
2028043041	4/8/2016	2,946.83	0.00	04/30/2016	
101-440-513-5785 Utilities - public way					Master Acct Street Lighting
	2028043041 Total:	2,946.83			
2873043051	4/7/2016	149.05	0.00	04/30/2016	
101-440-513-5785 Utilities - public way					6471 N Lincoln - 3/9-4/7

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2873043051 Total:	149.05			
381169268	4/6/2016	157.85	0.00	04/30/2016	7002 N Tripp - 3/8-4/6
	101-440-513-5785 Utilities - public way				
	381169268 Total:	157.85			
4357072009	4/5/2016	149.84	0.00	04/30/2016	6402 Mc Cormick - 3/7-4/5
	101-440-513-5785 Utilities - public way				
	4357072009 Total:	149.84			
4847019018	4/7/2016	133.33	0.00	04/30/2016	6668 N Lincoln - 3/9-4/7
	101-440-513-5785 Utilities - public way				
	4847019018 Total:	133.33			
5103171049	3/17/2016	3,407.44	0.00	04/30/2016	Master Acct Street Lighting
	101-440-513-5785 Utilities - public way				
5103171049	3/17/2016	304.08	0.00	04/30/2016	Master Acct Street Lighting
	660-620-519-5785 Utilities - public way				
	5103171049 Total:	3,711.52			
57221-35010	4/8/2016	437.81	0.00	04/30/2016	Master Acct Street Lighting
	101-440-513-5785 Utilities - public way				
	57221-35010 Total:	437.81			
592075011	3/30/2016	2,367.42	0.00	04/30/2016	Master Acct Street Lighting
	101-440-513-5785 Utilities - public way				
	592075011 Total:	2,367.42			
	Commonwealth Edison To	12,827.08			
Douglas Truck Parts DOUGTK 13843	3/31/2016	90.00	0.00	04/30/2016	Brake clean for shop
	101-410-511-5730 Program supplies				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	13843 Total:	90.00			
14191	4/13/2016	90.00	0.00	04/30/2016	Turn signal for tractor
	205-430-515-5480 R&M - vehicles				
	14191 Total:	90.00			
14192	4/13/2016	14.00	0.00	04/30/2016	Push button coupler for shop
	101-410-511-5730 Program supplies				
	14192 Total:	14.00			
14342	4/18/2016	65.67	0.00	04/30/2016	Grease tip for shop
	101-410-511-5730 Program supplies				
	14342 Total:	65.67			
	Douglas Truck Parts Total:	259.67			
Golf Mill Ford					
GOLFMILL					
395519P	4/12/2016	846.86	0.00	04/30/2016	Brake parts and filters for Fire Dept
	101-350-512-5480 R&M - vehicles				
	395519P Total:	846.86			
	Golf Mill Ford Total:	846.86			
Henry Frerk Sons					
HENRYFRE					
186378	3/9/2016	78.93	0.00	04/30/2016	Tuck point supplies
	205-430-515-6350 Park Construction & Improvem				
	186378 Total:	78.93			
186732	3/14/2016	132.15	0.00	04/30/2016	Tuck point supplies
	205-430-515-6350 Park Construction & Improvem				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

186732 Total:		132.15		
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Henry Frerk Sons Total:		211.08		
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Lowe's Business Acc/GECE

LOWES

1838	4/8/2016	12.36	0.00	04/30/2016
205-560-515-6599 EQUIPMENT- POOL				Display case equipment/frame
1838	4/8/2016	-1.12	0.00	04/30/2016
205-560-515-6599 EQUIPMENT- POOL				Refund

1838 Total:		11.24		
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1912	4/11/2016	18.96	0.00	04/30/2016
205-560-515-6599 EQUIPMENT- POOL				Maintenance equipment for pool

1912 Total:		18.96		
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1913	4/11/2016	46.16	0.00	04/30/2016
205-560-515-6599 EQUIPMENT- POOL				Gaskets for pool

1913 Total:		46.16		
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2024	4/5/2016	3.78	0.00	04/30/2016
205-430-515-6350 Park Construction & Improvem				Light socket for Shelter

2024 Total:		3.78		
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2128	4/6/2016	7.92	0.00	04/30/2016
205-571-515-5535 Facility rental				Community Center door insulation
2128	4/7/2016	-4.16	0.00	04/30/2016
205-571-515-5535 Facility rental				Return
2128	4/7/2016	-1.98	0.00	04/30/2016
205-571-515-5535 Facility rental				Return

2128 Total:		1.78		
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2191	4/7/2016	110.02	0.00	04/30/2016
205-571-515-5535 Facility rental				Roof patch

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		110.02			
2191 Total:					
2278	4/8/2016	42.38	0.00	04/30/2016	Display case equipment/frame
205-560-515-6599 EQUIPMENT- POOL					
		42.38			
2278 Total:					
2291	3/28/2016	447.20	0.00	04/30/2016	Fertilizer/weed prevention
205-560-515-6599 EQUIPMENT- POOL					
		447.20			
2291 Total:					
2326	4/8/2016	67.64	0.00	04/30/2016	Display case equipment/frame
205-560-515-6599 EQUIPMENT- POOL					
		67.64			
2326 Total:					
2494	4/11/2016	23.06	0.00	04/30/2016	Maintenance equipment for pool
205-560-515-6599 EQUIPMENT- POOL					
		23.06			
2494 Total:					
2495	3/18/2016	28.46	0.00	04/30/2016	Concrete blade for Shelter renovation
205-430-515-6350 Park Construction & Improvem					
		28.46			
2495 Total:					
2540	4/12/2016	4.48	0.00	04/30/2016	Computer shelf braces
205-560-515-6599 EQUIPMENT- POOL					
		4.48			
2540 Total:					
2642	4/13/2016	627.90	0.00	04/30/2016	Peat moss for Parks
205-430-515-5680 Landscaping supplies					
		627.90			
2642 Total:					
2643	4/13/2016	75.00	0.00	04/30/2016	Mulch for Exercise equipment
205-430-515-5730 Program supplies					
		75.00			
2643 Total:					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
2644	4/13/2016	1,052.56	0.00	04/30/2016	
205-430-515-5745					Small tools
					Wrench set, drill, adjustable plyers
2644 Total:		1,052.56			
2659	4/13/2016	71.16	0.00	04/30/2016	
205-560-515-6599					EQUIPMENT- POOL
					Tent straps
2659 Total:		71.16			
2660	4/13/2016	10.89	0.00	04/30/2016	
101-420-511-5405					R&M - buildings
					PVC for PD training room
2660 Total:		10.89			
2715	4/14/2016	79.49	0.00	04/30/2016	
101-440-513-5730					Program supplies
					Elbow, pipes and sockets
2715 Total:		79.49			
2724	4/14/2016	84.33	0.00	04/30/2016	
205-560-515-6599					EQUIPMENT- POOL
					Hose
2724 Total:		84.33			
2798	3/22/2016	28.43	0.00	04/30/2016	
205-430-515-6350					Park Construction & Improvem
					Tuck point supplies for Shelter
2798 Total:		28.43			
2953	4/4/2016	126.45	0.00	04/30/2016	
205-430-515-6350					Park Construction & Improvem
					Electrical mat for lights
2953 Total:		126.45			
Lowe's Business Acc/GEC		2,961.37			
Marc Printing					
MARCP					
CYC3,CYC4	4/12/2016	685.97	0.00	04/30/2016	
660-610-519-5720					Postage
					Mailing of water bills - Cycle 3 & Cycle 4

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		685.97			
		685.97			
Martin Implement Sales Inc					
MARTINIM					
P99327	4/13/2016	28.72	0.00	04/30/2016	
660-620-519-5480 R&M - vehicles					Filter for Tractor #2
		28.72			
P99327 Total:		28.72			
		28.72			
Martin Implement Sales In		28.72			
McKenna Automotive					
MCKENNA					
20121398	4/11/2016	65.00	0.00	04/30/2016	
101-440-513-5480 R&M - vehicles					Hydraulic hose for Sweeper #2
		65.00			
20121398 Total:		65.00			
		65.00			
McKenna Automotive Tota		65.00			
Mid American Water of Wauconda, Inc.					
MIDAMER					
172400W	3/3/2016	1,077.20	0.00	04/30/2016	
660-620-519-5796 Water system repair parts					Bolt, flange
		1,077.20			
172400W Total:		1,077.20			
173530W	4/7/2016	1,513.20	0.00	04/30/2016	
660-620-519-5796 Water system repair parts					Coupling, PVC
		1,513.20			
173530W Total:		1,513.20			
		2,590.40			
Mid American Water of Wa		2,590.40			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Midwest Air Pro MIDWESTA 12807	4/8/2016	300.00	0.00	04/30/2016	Repairs to vehicle exhaust system
101-350-512-5499 R&M - other					
12807 Total:		300.00			
Midwest Air Pro Total:		300.00			
NAPA NAPA 210680	4/13/2016	65.64	0.00	04/30/2016	Filter for Tractor #2
660-620-519-5730 Program supplies					
210680 Total:		65.64			
210719	4/13/2016	43.24	0.00	04/30/2016	Wheel seal for ambulance #6
101-350-512-5480 R&M - vehicles					
210719 Total:		43.24			
210759	4/13/2016	22.04	0.00	04/30/2016	Brake caliper for Ambulance
101-350-512-5480 R&M - vehicles					
210759 Total:		22.04			
210861	4/14/2016	94.90	0.00	04/30/2016	Brake caliper for Ambulance
101-350-512-5480 R&M - vehicles					
210861 Total:		94.90			
210907	4/14/2016	94.90	0.00	04/30/2016	Brake caliper for Ambulance
101-350-512-5480 R&M - vehicles					
210907 Total:		94.90			
NAPA Total:		320.72			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Nicor Gas					
NICOR					
1436840000	4/7/2016	1,732.13	0.00	04/30/2016	
205-430-515-5780	Utilities - government buildin				Community Center - 12/8/15-1/8/16
	1436840000 Total:	1,732.13			
21-46-84-00003	4/8/2016	121.61	0.00	04/30/2016	
205-560-515-5780	Utilities - government buildin				Pool - 3/8-4/8
	21-46-84-00003 Total:	121.61			
21-84-84-00004	4/8/2016	205.10	0.00	04/30/2016	
660-620-519-5780	Utilities - government buildin				Pump Station - 3/9-4/8
	21-84-84-00004 Total:	205.10			
3017240000	4/8/2016	7,369.65	0.00	04/30/2016	
101-420-511-5780	Utilities - government buildin				Public Services - 12/9/15-1/11/16
	3017240000 Total:	7,369.65			
31-46-84-00002	4/13/2016	178.26	0.00	04/30/2016	
205-560-515-5780	Utilities - government buildin				Parks & Rec - 3/8-4/8
	31-46-84-00002 Total:	178.26			
5202340000	4/8/2016	2,623.54	0.00	04/30/2016	
101-420-511-5780	Utilities - government buildin				Village Hall - 12/9/15-1/11/16
	5202340000 Total:	2,623.54			
6202340000	4/8/2016	4,488.58	0.00	04/30/2016	
101-420-511-5780	Utilities - government buildin				Public Safety - 12/9/15-1/11/16
	6202340000 Total:	4,488.58			
70-61-47-04487	4/11/2016	78.86	0.00	04/30/2016	
205-560-515-5780	Utilities - government buildin				7055 Kostner - 3/9-4/11
	70-61-47-04487 Total:	78.86			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	Nicor Gas Total:	16,797.73			
North Suburban NORTHSUB					
473-90166	4/11/2016	60.61	0.00	04/30/2016	
205-430-515-5480 R&M - vehicles					Oil for lawn mowers
	473-90166 Total:	60.61			
473-90321	4/13/2016	20.18	0.00	04/30/2016	
205-430-515-5480 R&M - vehicles					High and low note for lawn mowers
	473-90321 Total:	20.18			
	North Suburban Total:	80.79			
Palm Electric PALM					
15364-1	3/20/2016	280.34	0.00	04/30/2016	
205-560-515-6599 EQUIPMENT- POOL					Four float switches for pool
	15364-1 Total:	280.34			
15400-1	3/28/2016	696.66	0.00	04/30/2016	
205-430-515-6350 Park Construction & Improvem					Motor for Shelter renovation
	15400-1 Total:	696.66			
	Palm Electric Total:	977.00			
Sam's Club SAMSCL					
32116	3/21/2016	135.40	0.00	04/30/2016	
205-520-515-5645 Concessions & food					Club Kid Snack
	32116 Total:	135.40			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
407	4/7/2016	199.81	0.00	04/30/2016
205-520-515-5645				Concessions & food Club Kid Snack
	407 Total:	199.81		
	Sam's Club Total:	335.21		
Traffic Control & Protection				
TRAFFICC				
86279	4/13/2016	2,697.50	0.00	04/30/2016
101-440-513-5768				Street materials - signs & bar Signs and barricades
	86279 Total:	2,697.50		
	Traffic Control & Protectio	2,697.50		
Westmont Auto Parts				
WESTMONT				
12120	4/12/2016	624.40	0.00	04/30/2016
101-300-512-5480				R&M - vehicles Pad, rotors for Police vehicles
	12120 Total:	624.40		
	Westmont Auto Parts Total	624.40		
	Report Total:	208,168.76		

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/26/2016 - 3:54PM  
Batch: 00101.05.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Advocate Occupational Health				
ADVOCA				
605463	4/5/2016	114.00	0.00	04/30/2016
101-200-511-5599				Other contractual Drug screening
605463 Total:		114.00		
605787	4/5/2016	371.00	0.00	04/30/2016
101-200-511-5599				Other contractual Drug screening
605787 Total:		371.00		
Advocate Occupational He		485.00		
Airgas USA LLC				
AIRGAS				
9934950205	3/31/2016	201.47	0.00	04/30/2016
101-350-512-5660				EMS supplies Oxygen cylinders for ambulances
9934950205 Total:		201.47		
Airgas USA LLC Total:		201.47		
AllData				
ALLDATA				
2001981716	1/28/2016	750.00	0.00	04/30/2016
101-250-511-5330				Data processing Online vehicle maintenance software
2001981716	1/28/2016	750.00	0.00	04/30/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
660-610-519-5330 Data processing					Online vehicle maintenance software
	2001981716 Total:	1,500.00			
	AllData Total:	1,500.00			
American First Aid Services					
AFAS INC					
35314	4/11/2016	48.60	0.00	04/30/2016	
101-200-511-5599 Other contractual					First aid refills for Village Hall
	35314 Total:	48.60			
35479	4/11/2016	34.00	0.00	04/30/2016	
101-350-512-5660 EMS supplies					First aid kit supplies
35479	4/11/2016	34.00	0.00	04/30/2016	
101-220-512-5799 Other materials & supplies					First aid kit supplies
	35479 Total:	68.00			
35488	4/11/2016	65.30	0.00	04/30/2016	
101-400-511-5730 Program supplies					First aid refills
	35488 Total:	65.30			
	American First Aid Service	181.90			
Arrow Road Construction Co					
ARROWROA					
57197MB	4/8/2016	1,062.41	0.00	04/30/2016	
213-000-561-5340 Engineering					UPM cold patch material for pothole patching
	57197MB Total:	1,062.41			
	Arrow Road Construction C	1,062.41			
ARRP Trucking & Hauling Inc					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
ARRP 20871	4/11/2016	3,084.00	0.00	04/30/2016	12 loads of dirt hauled out
660-620-519-5599 Other contractual					
20871 Total:		3,084.00			
ARRP Trucking & Hauling		3,084.00			
Avalon Petroleum AVALON					
36659	3/21/2016	192.50	0.00	04/30/2016	Mobile drive 5w20 for PW
101-440-513-5675 Lubricants & fluids					
36659	3/21/2016	192.50	0.00	04/30/2016	Mobile drive 5w20 for PW
660-620-519-5675 Lubricants & fluids					
36659	3/21/2016	192.50	0.00	04/30/2016	Mobile drive 5w20 for PW
205-430-515-5675 Lubricants & fluids					
36659 Total:		577.50			
Avalon Petroleum Total:		577.50			
Barracuda Networks BARRACUD					
1434096	3/14/2016	14,289.00	0.00	04/30/2016	Annual Barracuda renewal: Backup server and subscription,
101-250-511-5340 Maintenance Agreement Expen					
1434096 Total:		14,289.00			
Barracuda Networks Total:		14,289.00			
Call One CALLONE					
1129134	4/15/2016	910.00	0.00	04/30/2016	Telephone/Admin/Police
101-210-511-5580 Telephone					
1129134 Total:		910.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
1129135	4/15/2016	472.06	0.00	04/30/2016	
660-610-519-5580 Telephone					Telephone/Standpipe/Pump House
	1129135 Total:	472.06			
1129136	4/15/2016	279.06	0.00	04/30/2016	
101-210-511-5580 Telephone					Telephone/NORCOM Police Radio
	1129136 Total:	279.06			
1129137	4/15/2016	24.80	0.00	04/30/2016	
101-210-511-5580 Telephone					Telephone/Aquatic
	1129137 Total:	24.80			
1129138	4/15/2016	300.95	0.00	04/30/2016	
660-610-519-5580 Telephone					Telephone/Public Works
	1129138 Total:	300.95			
1129140	4/15/2016	30.78	0.00	04/30/2016	
660-610-519-5580 Telephone					Telephone/Public Works
	1129140 Total:	30.78			
1129141	4/15/2016	31.18	0.00	04/30/2016	
660-610-519-5580 Telephone					Telephone/Pump House
	1129141 Total:	31.18			
1129143	4/15/2016	645.14	0.00	04/30/2016	
101-210-511-5580 Telephone					Telephone/Municipal Center
	1129143 Total:	645.14			
1129144	4/15/2016	213.00	0.00	04/30/2016	
101-210-511-5580 Telephone					Telephone/Connection to Red Center
1129144	4/15/2016	50.00	0.00	04/30/2016	
101-000-210-2650 Contractor Permits Payable					Telephone/Connection to Red Center
	1129144 Total:	263.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Call One Total:	2,956.97			
CDW Government CDWGOV CNF8079	3/28/2016	279.35	0.00	04/30/2016	
101-250-511-5340	Maintenance Agreement Expen				Adobe for Parks and Rec
	CNF8079 Total:	279.35			
	CDW Government Total:	279.35			
Chicago Metropolitan Fire Prevention Co. CHGOMETR 127158	3/26/2016	795.50	0.00	04/30/2016	
101-350-512-5411	R&M- Wireless Alarm Equipm				March wireless radio network billing
	127158 Total:	795.50			
	Chicago Metropolitan Fire	795.50			
Christopher Burke Engineering CHRISTB 128367	4/7/2016	4,500.00	0.00	04/30/2016	
101-290-511-5920	Administration Engineer Costs				Retainer - March
128367	4/7/2016	4,500.00	0.00	04/30/2016	
660-620-519-5399	Other professional services				Retainer - March
	128367 Total:	9,000.00			
128368	4/7/2016	555.00	0.00	04/30/2016	
660-620-519-5320	Consulting				Water Model Updates
	128368 Total:	555.00			
128369	4/7/2016	988.78	0.00	04/30/2016	
217-000-561-5340	Engineering				UP Parking lot traffic study

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	128369 Total:	988.78			
128370	4/7/2016	2,569.50	0.00	04/30/2016	Roof Replacement Proesel Park
205-430-515-6350	Park Construction & Improvem				
	128370 Total:	2,569.50			
128371	4/7/2016	74.00	0.00	04/30/2016	3900 Devon
101-290-511-5922	Building Engineering Costs				
	128371 Total:	74.00			
128372	4/7/2016	592.00	0.00	04/30/2016	3400 Pratt
101-290-511-5922	Building Engineering Costs				
	128372 Total:	592.00			
128373	4/7/2016	1,517.00	0.00	04/30/2016	Culver's Plan review
101-290-511-5922	Building Engineering Costs				
	128373 Total:	1,517.00			
128374	4/7/2016	1,372.23	0.00	04/30/2016	4320 Touhy
101-290-511-5922	Building Engineering Costs				
	128374 Total:	1,372.23			
128583	4/13/2016	11,179.99	0.00	04/30/2016	Devon Avenue Streetscape
220-000-511-5340	Engineering				
	128583 Total:	11,179.99			
	Christopher Burke Enginee	27,848.50			
ClientFirst Consulting Group, LLC					
CLIENTFI					
6241	3/31/2016	5,121.25	0.00	04/30/2016	IT Support
101-250-511-5320	Consulting				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		5,121.25			
6241 Total:					
6242	3/31/2016	460.00	0.00	04/30/2016	IT Management
101-250-511-5320 Consulting					
		460.00			
6242 Total:					
6243	3/31/2016	1,462.50	0.00	04/30/2016	Dispatch/CAD
215-000-512-6530 Equipment - data processing					
		1,462.50			
6243 Total:					
6244	3/31/2016	575.00	0.00	04/30/2016	Non- Resident pool pass
205-560-515-5640 Computer supplies					
		575.00			
6244 Total:					
6245	3/31/2016	531.25	0.00	04/30/2016	Pool set up
205-560-515-5640 Computer supplies					
		531.25			
6245 Total:					
6246	3/31/2016	42.50	0.00	04/30/2016	Power outage and weekend project
101-250-511-5320 Consulting					
		42.50			
6246 Total:					
6247	3/31/2016	382.50	0.00	04/30/2016	Public Works Projects
660-620-519-5320 Consulting					
		382.50			
6247 Total:					
6248	3/31/2016	4,087.50	0.00	04/30/2016	PW Server room
660-610-519-5330 Data processing					
		4,087.50			
6248 Total:					
6249	3/31/2016	5,393.75	0.00	04/30/2016	Server replacement
101-250-511-6530 Equipment - data processing					
		5,393.75			
6249 Total:					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
6250	3/31/2016	3,386.25	0.00	04/30/2016
660-620-519-5320 Consulting				Video Surveillance
	6250 Total:	3,386.25		
6251	3/31/2016	1,840.00	0.00	04/30/2016
660-610-519-5330 Data processing				Budget spreadsheets
	6251 Total:	1,840.00		
6253	3/31/2016	127.50	0.00	04/30/2016
101-250-511-5320 Consulting				Network support documentation
	6253 Total:	127.50		
6258	3/31/2016	9,760.00	0.00	04/30/2016
101-250-511-6530 Equipment - data processing				Council AV
	6258 Total:	9,760.00		
	ClientFirst Consulting Gro	33,170.00		
Cook County Recorder of Deeds				
COOKCOUN				
3513312016	3/31/2016	316.00	0.00	04/30/2016
101-230-511-5399 Other professional services				Recording fees - 1607729010-1607729012
	3513312016 Total:	316.00		
	Cook County Recorder of D	316.00		
General Code, LLC				
GENERAL				
BILL00020615	4/8/2016	2,466.16	0.00	04/30/2016
101-110-511-5550 Ordinance codification				Supplement No 25 updates to code
	BILL00020615 Total:	2,466.16		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	General Code, LLC Total:	2,466.16		
Gewalt Hamilton Associates Inc				
GEWALT				
1	4/8/2016	7,414.03	0.00	04/30/2016
454-000-561-5340	Engineering			ComEd path Valley Line Trail
	1 Total:	7,414.03		
9232.378-10	4/7/2016	1,826.50	0.00	04/30/2016
213-000-561-5340	Engineering			Street Light Construction Year 4
	9232.378-10 Total:	1,826.50		
9232.379-19	4/7/2016	1,675.00	0.00	04/30/2016
213-000-561-5340	Engineering			Street Light Construction Year 5
	9232.379-19 Total:	1,675.00		
9232-244	4/7/2016	92.00	0.00	04/30/2016
101-290-511-5942	PW Building Engineer Costs			General Consulting - March
	9232-244 Total:	92.00		
	Gewalt Hamilton Associate	11,007.53		
Holland & Knight LLP				
HOLLAND				
041316	4/13/2016	12,389.00	0.00	04/30/2016
101-230-511-5350	Legal - retainer			Retainer - Marach
	041316 Total:	12,389.00		
3324513	4/6/2016	698.50	0.00	04/30/2016
101-230-511-5370	Legal - review			Purple Hotel Development
	3324513 Total:	698.50		
3324514	4/6/2016	81.00	0.00	04/30/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-230-511-5370	Legal - review				Centerpoint 3400 Pratt
	3324514 Total:	81.00			
3324516	4/6/2016	202.50	0.00	04/30/2016	
101-230-511-5370	Legal - review				3900 Devon
	3324516 Total:	202.50			
3324518	4/6/2016	2,024.00	0.00	04/30/2016	
217-000-517-5399	Other professional services				UP Abandonment
	3324518 Total:	2,024.00			
3324520	4/6/2016	536.00	0.00	04/30/2016	
101-230-511-5370	Legal - review				Telecommunications Ordinance
	3324520 Total:	536.00			
3324524	4/6/2016	81.00	0.00	04/30/2016	
217-000-517-5399	Other professional services				Prosecution of tax appeal
	3324524 Total:	81.00			
3324525	4/6/2016	414.00	0.00	04/30/2016	
101-230-511-5360	Legal - litigation				Litigation
	3324525 Total:	414.00			
3324526	4/6/2016	2,553.00	0.00	04/30/2016	
101-230-511-5370	Legal - review				School District 74
	3324526 Total:	2,553.00			
33245515	4/6/2016	3,283.50	0.00	04/30/2016	
101-230-511-5370	Legal - review				6649 Lincoln
	33245515 Total:	3,283.50			
	Holland & Knight LLP Tot	22,262.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
IRMA				
IRMA				
SALES0015076	3/31/2016	6,349.28	0.00	04/30/2016
101-210-511-5260				Liability insurance March Deductible
	SALES0015076 Total:	6,349.28		
SALES0015115	3/31/2016	8,065.86	0.00	04/30/2016
101-210-511-5260				Liability insurance March Optional Deductible
	SALES0015115 Total:	8,065.86		
	IRMA Total:	14,415.14		
Leavitt, Harice				
LEAVITTH				
UTR2015HL	4/12/2016	49.27	0.00	04/30/2016
101-000-410-4050				Utility tax - electric 2015 Utility tax rebate
UTR2015HL	4/12/2016	51.29	0.00	04/30/2016
101-000-410-4055				Utility tax - natural gas 2015 Utility tax rebate
UTR2015HL	4/12/2016	22.87	0.00	04/30/2016
101-000-410-4060				Telecommunications tax 2015 Utility tax rebate
	UTR2015HL Total:	123.43		
	Leavitt, Harice Total:	123.43		
Lincolnwood Chamber of Commerce & Industry				
LWDCHAMB				
LCCI04262016	4/11/2016	10.00	0.00	04/30/2016
101-200-511-5840				Meals Chamber breakfast
	LCCI04262016 Total:	10.00		
	Lincolnwood Chamber of C	10.00		

Lurvey Landscape Supply

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
LURVEY					
T1-10141769	4/11/2016	218.95	0.00	04/30/2016	Cherry weeping tree
101-440-513-5250 Landscaping services					
	T1-10141769 Total:	218.95			
T1-10141841	4/12/2016	179.30	0.00	04/30/2016	Bluegrass for Water
660-620-519-5680 Landscaping supplies					
	T1-10141841 Total:	179.30			
	Lurvey Landscape Supply	398.25			
M & M Radio Lab					
M&M					
29540	4/11/2016	769.00	0.00	04/30/2016	Metal detector
660-620-519-5745 Small tools					
	29540 Total:	769.00			
	M & M Radio Lab Total:	769.00			
Meade Electric Company Inc					
MEADELEC					
672787	3/31/2016	2,500.31	0.00	04/30/2016	Street light repair
101-440-513-5290 Street lights & traffic signal					
	672787 Total:	2,500.31			
	Meade Electric Company I	2,500.31			
Midwest Meter Inc					
MIDWESTM					
0076663-IN	4/11/2016	1,960.50	0.00	04/30/2016	Compound water meter, coupling
660-620-519-5796 Water system repair parts					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	0076663-IN Total:	1,960.50			
	Midwest Meter Inc Total:	1,960.50			
NAPA					
NAPA					
206335	3/10/2016	77.88	0.00	04/30/2016	
660-620-519-5730	Program supplies				Dielectric grease for Pump House
	206335 Total:	77.88			
	NAPA Total:	77.88			
Nilson, Linda					
NILSON					
040816	4/8/2016	45.00	0.00	04/30/2016	
205-000-210-2430	Parks and Recs Control Deposi				Refund - Household Credit
	040816 Total:	45.00			
	Nilson, Linda Total:	45.00			
Quinlan Security Systems					
QUINLANS					
11388	4/13/2016	817.50	0.00	04/30/2016	
101-250-511-6530	Equipment - data processing				Analog camera replacement PD
	11388 Total:	817.50			
17903	4/12/2016	16,005.19	0.00	04/30/2016	
660-610-519-5340	Maintenance Agreement Expen				Security System equipment and services contract
17903	4/12/2016	18,557.50	0.00	04/30/2016	
660-620-519-5320	Consulting				Security System equipment and services contract
	17903 Total:	34,562.69			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Quinlan Security Systems T		35,380.19			
Robbins, Salomon & Patt, LTD					
RS&PLTD					
198968	4/11/2016	1,117.50	0.00	04/30/2016	
101-230-511-5399					Other professional services
198968	4/11/2016	690.00	0.00	04/30/2016	Municipal Prosecution - March
101-230-511-5399					Other professional services
					Adjudicative Hearings
198968 Total:		1,807.50			
Robbins, Salomon & Patt,		1,807.50			
Rondout Service Center					
RONDOUT					
7659	3/30/2016	70.50	0.00	04/30/2016	
101-440-513-5480					R&M - vehicles
					Safety line inspection for Truck #1, 5
7659 Total:		70.50			
Rondout Service Center To		70.50			
Russo Power Equipment					
RUSSO					
3039862	4/13/2016	4,710.13	0.00	04/30/2016	
205-430-515-5745					Small tools
					Trimmer, rake, hedge
3039862 Total:		4,710.13			
3039882	4/13/2016	2,597.99	0.00	04/30/2016	
205-430-515-5745					Small tools
					Backpack, blowers, lawn edger
3039882 Total:		2,597.99			
Russo Power Equipment T		7,308.12			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Sherill Inc. SHERILL INV-339936	4/7/2016	37.90	0.00	04/30/2016	Pouch wedge file for trees
101-440-513-5745 Small tools					
	INV-339936 Total:	37.90			
	Sherill Inc. Total:	37.90			
Standard Equipment Company STANDARD C11760	4/4/2016	8.80	0.00	04/30/2016	Pin latch for Sweeper
101-440-513-5480 R&M - vehicles					
	C11760 Total:	8.80			
C11918	4/4/2016	1,018.96	0.00	04/30/2016	Bearing for sweeper
101-440-513-5480 R&M - vehicles					
	C11918 Total:	1,018.96			
C11923	4/6/2016	2,058.06	0.00	04/30/2016	Belt, pulley, conveyor
101-440-513-5480 R&M - vehicles					
	C11923 Total:	2,058.06			
	Standard Equipment Comp	3,085.82			
Total Administrative Serv Corp TASC 041116	4/11/2016	1,414.00	0.00	04/30/2016	Administration Fees & Claim card fees
101-210-511-5195 Employee Benefit Expenses					
	041116 Total:	1,414.00			
	Total Administrative Serv C	1,414.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

Trizetto Provider Solutions				
TRIZETTO				
7108041600	4/1/2016	164.60	0.00	04/30/2016
101-000-410-4315 Ambulance & EMS fees				Claims transaction fee

7108041600 Total:		164.60		
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Trizetto Provider Solutions		164.60		
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UPS				
UPS				
48TT5156	4/9/2016	15.31	0.00	04/30/2016
101-350-512-5720 Postage				Delivery fee

48TT5156 Total:		15.31		
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UPS Total:		15.31		
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Report Total:		192,067.24		
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# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/22/2016 - 11:16AM  
Batch: 00102.05.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Active Electrical Supply Co. Inc. & Fox Lighting				
ACTIVELE				
10478760-00	3/28/2016	-28.58	0.00	04/30/2016
205-430-515-6350 Park Construction & Improvem				Refund
10478760-00 Total:		-28.58		
10478761-00	3/28/2016	900.00	0.00	04/30/2016
205-430-515-6350 Park Construction & Improvem				Five LED lights
10478761-00 Total:		900.00		
10478790-00	3/28/2016	139.52	0.00	04/30/2016
205-430-515-6350 Park Construction & Improvem				Nine lights
10478790-00 Total:		139.52		
10478790-01	3/28/2016	82.80	0.00	04/30/2016
205-430-515-6350 Park Construction & Improvem				Three Halo White Frame & Glass
10478790-01 Total:		82.80		
Active Electrical Supply C		1,093.74		
American Express				
AMEREXP				
31083041816	4/18/2016	27.96	0.00	04/30/2016
101-350-512-5660 EMS supplies				Walgreens - baby aspirin
31083041816	4/18/2016	843.00	0.00	04/30/2016
101-350-512-5740 Repair parts				Federal Signal - Light bar

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
31083041816	4/18/2016	964.00	0.00	04/30/2016	
101-350-512-5740					Repair parts Federal Signal - Sirens
31083041816 Total:		1,834.96			
31158031416	3/14/2016	45.00	0.00	04/30/2016	
101-200-511-5510					Advertising Job posting
31158031416	3/14/2016	254.85	0.00	04/30/2016	
101-250-511-5580					Telephone Internet - Village Hall
31158031416	3/14/2016	104.85	0.00	04/30/2016	
660-610-519-5580					Telephone Internet - Pump House
31158031416	3/14/2016	147.85	0.00	04/30/2016	
660-610-519-5580					Telephone Internet - Public Works
31158031416 Total:		552.55			
31158031516	3/15/2016	75.00	0.00	04/30/2016	
101-200-511-5810					Conference & meeting registrat IAMMA Conference
31158031516 Total:		75.00			
31158031616	3/16/2016	148.68	0.00	04/30/2016	
660-620-519-5320					Consulting Patch Cables for PW
31158031616 Total:		148.68			
31158031816	3/18/2016	75.00	0.00	04/30/2016	
101-200-511-5810					Conference & meeting registrat IAMMA Registration
31158031816 Total:		75.00			
31158032316	3/23/2016	46.98	0.00	04/30/2016	
101-100-511-5799					Other materials & supplies Gift for employee
31158032316 Total:		46.98			
31158032816	3/28/2016	113.70	0.00	04/30/2016	
101-100-511-5799					Other materials & supplies Award for School District 74 Students
31158032816 Total:		113.70			
31158033016	3/30/2016	54.44	0.00	04/30/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
660-620-519-5320 Consulting					Patch Cables for Security system
	31158033016 Total:	54.44			
31158040216	4/2/2016	114.08	0.00	04/30/2016	
205-560-515-5640 Computer supplies					Housing service for Parks
	31158040216 Total:	114.08			
31158040416	4/4/2016	105.17	0.00	04/30/2016	
205-560-515-5640 Computer supplies					Domain registration
31158040416	4/4/2016	45.00	0.00	04/30/2016	
101-200-511-5510 Advertising					Job posting
31158040416	4/4/2016	76.70	0.00	04/30/2016	
101-200-511-5840 Meals					Luncheon - Managers
	31158040416 Total:	226.87			
31158040616	4/6/2016	884.45	0.00	04/30/2016	
205-560-515-5640 Computer supplies					Hosting services for Parks
	31158040616 Total:	884.45			
31174040416	4/4/2016	15.00	0.00	04/30/2016	
205-500-515-5725 Credit card charges					Plug n play
	31174040416 Total:	15.00			
31182032116	3/21/2016	1,930.00	0.00	04/30/2016	
205-430-515-6350 Park Construction & Improvem					Toilets for Shelter
	31182032116 Total:	1,930.00			
31190031116	3/11/2016	982.54	0.00	04/30/2016	
205-560-515-6599 EQUIPMENT- POOL					Lifeguard Store - pool staff equipment
31190031116	3/11/2016	3,000.00	0.00	04/30/2016	
205-560-515-5270 Purchased program services					Artiflex Tech Consulting - non resident pool
	31190031116 Total:	3,982.54			
31190031716	3/14/2016	345.00	0.00	04/30/2016	
205-560-515-6599 EQUIPMENT- POOL					Aquatic Council - CPO Course

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
31190031716 Total:		345.00			
31190032316	3/23/2016	70.00	0.00	04/30/2016	Elk Grove Park District - camp trip
205-530-515-5270 Purchased program services					
31190032316 Total:		70.00			
31190032415	3/24/2016	170.81	0.00	04/30/2016	Adventure Realm - camp trip
205-530-515-5270 Purchased program services					
31190032415 Total:		170.81			
31190032815	3/28/2016	297.08	0.00	04/30/2016	Brunswick Zone - camp trip
205-530-515-5270 Purchased program services					
31190032815	3/28/2016	139.80	0.00	04/30/2016	Brunswick Zone - camp trip
205-530-515-5270 Purchased program services					
31190032815	3/28/2016	139.80	0.00	04/30/2016	Brunswick Zone - camp trip
205-530-515-5270 Purchased program services					
31190032815	3/28/2016	104.85	0.00	04/30/2016	Brunswick Zone - camp trip
205-530-515-5270 Purchased program services					
31190032815	3/28/2016	209.70	0.00	04/30/2016	Brunswick Zone - camp trip
205-530-515-5270 Purchased program services					
31190032815	3/28/2016	13.00	0.00	04/30/2016	Brunswick Zone - camp trip
205-530-515-5270 Purchased program services					
31190032815 Total:		904.23			
31190032816	3/28/2016	272.66	0.00	04/30/2016	Printing - Pool/Concert magnets
205-504-515-5510 Advertising					
31190032816 Total:		272.66			
31190032915	3/29/2016	130.47	0.00	04/30/2016	Fun Express - Mom Son Bingo
205-506-515-5730 Program supplies					
31190032915 Total:		130.47			
31190033116	3/31/2016	20.00	0.00	04/30/2016	Facebook ad - LWD soccer
205-504-515-5510 Advertising					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	31190033116 Total:	20.00			
31190040416	4/4/2016	406.00	0.00	04/30/2016	
205-570-515-5270	Purchased program services				Light Opera Works - Senior trip
	31190040416 Total:	406.00			
31190040816	4/8/2016	153.00	0.00	04/30/2016	
205-560-515-6599	EQUIPMENT- POOL				Elifeguard - Pool equipment
31190040816	4/8/2016	50.00	0.00	04/30/2016	
205-500-515-5599	Other contractual				Northbrook Park District - team building
	31190040816 Total:	203.00			
31190040916	4/9/2016	970.99	0.00	04/30/2016	
205-571-515-5535	Facility rental				Amazon - Screens for Community Ctr
	31190040916 Total:	970.99			
31190041016	4/10/2016	83.66	0.00	04/30/2016	
205-560-515-6599	EQUIPMENT- POOL				Amazon - Pool Office Equipment
	31190041016 Total:	83.66			
31190041116	4/11/2016	356.48	0.00	04/30/2016	
205-560-515-6599	EQUIPMENT- POOL				Watersafety - pool equipment
	31190041116 Total:	356.48			
32008031416	3/14/2016	20.00	0.00	04/30/2016	
101-100-511-5820	Local mileage, parking & tolls				Parking - Mayor
	32008031416 Total:	20.00			
32008032116	3/21/2016	49.85	0.00	04/30/2016	
101-200-511-5840	Meals				Lunch with mayor
	32008032116 Total:	49.85			
32008032816	3/28/2016	42.30	0.00	04/30/2016	
101-200-511-5840	Meals				Lunch with new CD Director

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
32008032816 Total:		42.30			
32115032216	3/22/2016	52.07	0.00	04/30/2016	Lunch with Skokie mayor
101-100-511-5840 Meals					
32115032216 Total:		52.07			
32115040816	4/8/2016	151.47	0.00	04/30/2016	Springfield Legislative Session
101-100-511-5830 Lodging					
32115040816 Total:		151.47			
41516	4/15/2016	220.00	0.00	04/30/2016	Membership fees
101-210-511-5725 Bank & Credit Card Fees					
41516 Total:		220.00			
American Express Total:		14,523.24			
American First Aid Services					
AFAS INC					
35482	4/11/2016	50.50	0.00	04/30/2016	Parks & Rec first aid supplies
205-500-515-5700 Office supplies					
35482 Total:		50.50			
American First Aid Service		50.50			
Bank of America, Business Card					
BANKOFAM					
0423040816	4/8/2016	39.99	0.00	04/30/2016	Best Buy - Cable for computer
101-250-511-5640 Computer supplies					
0423040816	4/8/2016	355.00	0.00	04/30/2016	IAPEM Conference
101-300-512-5810 Conference & meeting registrat					
0423040816	4/8/2016	214.98	0.00	04/30/2016	Office Depot - toner
101-300-512-5640 Computer supplies					
0423040816	4/8/2016	69.98	0.00	04/30/2016	Office Depot - labels
101-300-512-5700 Office supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
0423040816	4/8/2016	518.40	0.00	04/30/2016	
101-300-512-5850					Purchased Transportation Airfare - Police Memorial
0423040816	4/8/2016	194.00	0.00	04/30/2016	
101-300-512-5590					Training Winning Mind Training
0423040816	4/8/2016	375.00	0.00	04/30/2016	
101-300-512-5590					Training Annual seminar
0423040816	4/8/2016	73.00	0.00	04/30/2016	
101-300-512-5730					Program supplies Home Depot - vacuum
0423040816	4/8/2016	32.25	0.00	04/30/2016	
101-300-512-5730					Program supplies Schlegl's - Donuts for training seminar
0423040816	4/8/2016	29.85	0.00	04/30/2016	
101-300-512-5730					Program supplies Schlegl's - Donuts for training seminar
0423040816	4/8/2016	720.00	0.00	04/30/2016	
101-300-512-5810					Conference & meeting registrat Assoc Chief of Police conference
0423040816	4/8/2016	5.82	0.00	04/30/2016	
101-300-512-5590					Training International transaction fee
0423040816 Total:		2,628.27			
7130030916	3/9/2016	11.17	0.00	04/30/2016	
101-100-511-5840					Meals Refreshments for Board meeting
7130030916 Total:		11.17			
7130031516	3/15/2016	6.74	0.00	04/30/2016	
101-100-511-5840					Meals Dinner for Board meeting
7130031516	3/15/2016	32.50	0.00	04/30/2016	
101-100-511-5840					Meals Refreshments for Board meeting
7130031516 Total:		39.24			
7130033016	3/30/2016	125.00	0.00	04/30/2016	
101-440-513-5590					Training Registration for employees training
7130033016 Total:		125.00			
7130040516	4/5/2016	6.74	0.00	04/30/2016	
101-100-511-5840					Meals Dinner for Board meeting
7130040516	4/5/2016	17.75	0.00	04/30/2016	
101-100-511-5840					Meals Refreshments for Board meeting

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	7130040516 Total:	24.49			
7868030916	3/9/2016	74.95	0.00	04/30/2016	
205-571-515-5730	Program supplies				Ricoh - Community Center copier
	7868030916 Total:	74.95			
7868031016	3/10/2016	62.89	0.00	04/30/2016	
205-520-515-5730	Program supplies				Fun Express - Club Kid
7868031016	3/10/2016	149.90	0.00	04/30/2016	
205-506-515-5730	Program supplies				Fun Express - Birthday parties
	7868031016 Total:	212.79			
7868031616	3/16/2016	24.00	0.00	04/30/2016	
205-570-515-5730	Program supplies				Jewel - Senior St. Pats party
7868031616	3/16/2016	46.61	0.00	04/30/2016	
205-570-515-5730	Program supplies				Party City - Senior St. Pats party
	7868031616 Total:	70.61			
7868031716	3/17/2016	126.47	0.00	04/30/2016	
205-570-515-5645	Concessions & food				Lee and Eddies - Senior Event food
	7868031716 Total:	126.47			
7868031816	3/18/2016	27.00	0.00	04/30/2016	
205-506-515-5730	Program supplies				Fed Ex - Birthday parties
	7868031816 Total:	27.00			
7868032316	3/23/2016	25.10	0.00	04/30/2016	
205-570-515-5645	Concessions & food				Marriot - Senior trip
7868032316	3/23/2016	48.77	0.00	04/30/2016	
205-570-515-5645	Concessions & food				Rosebud - Senior trip
	7868032316 Total:	73.87			
7868040716	4/7/2016	89.00	0.00	04/30/2016	
205-571-515-5730	Program supplies				Community Center Piping

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
7868040716 Total:		89.00			
8334032816	3/28/2016	40.00	0.00	04/30/2016	
101-210-511-5820 Local mileage, parking & tolls					Ipass replenishment
8334032816 Total:		40.00			
9820030915	3/9/2016	48.94	0.00	04/30/2016	
205-500-515-5700 Office supplies					Amazon - office supplies
9820030915	3/9/2016	33.38	0.00	04/30/2016	
205-500-515-5700 Office supplies					Amazon - office supplies
9820030915 Total:		82.32			
9820031015	3/10/2016	-12.30	0.00	04/30/2016	
205-500-515-5840 Meals					Refund
9820031015	3/10/2016	12.52	0.00	04/30/2016	
205-500-515-5840 Meals					Dunkin Donuts - office meals
9820031015 Total:		0.22			
9820031615	3/16/2016	74.03	0.00	04/30/2016	
205-500-515-5700 Office supplies					Amazon - office supplies
9820031615 Total:		74.03			
9820040615	4/6/2016	105.96	0.00	04/30/2016	
205-500-515-5700 Office supplies					Michaels - office supplies
9820040615 Total:		105.96			
Bank of America, Business		3,805.39			
MBS Identification					
MBS					
24296	3/23/2016	745.00	0.00	04/30/2016	
205-560-515-6599 EQUIPMENT- POOL					ID cards and ink for card printer
24296 Total:		745.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
MBS Identification Total:		745.00			
Mc Vay, Carson					
MCVAY					
041516	4/15/2016	750.00	0.00	04/30/2016	Refund - Summer League
205-000-210-2430 Parks and Recs Control Deposi					
041516 Total:		750.00			
Mc Vay, Carson Total:		750.00			
MG Mechanical Service, Inc.					
MGMECH					
60117	4/29/2016	23,500.00	0.00	04/30/2016	Air handler replacement - PW
101-420-511-5405 R&M - buildings					
60117 Total:		23,500.00			
MG Mechanical Service, In		23,500.00			
Paramedic Services of Illinois					
PARAMEDI					
041916	4/19/2016	529.36	0.00	04/30/2016	Reimbursement - MABAS Division III deployment
101-350-512-5220 Fire protection					
041916 Total:		529.36			
Paramedic Services of Illin		529.36			
Sherwin Williams Co					
SHERWINW					
4936-5	4/5/2016	58.17	0.00	04/30/2016	Paint for shelter
205-430-515-6350 Park Construction & Improvem					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	4936-5 Total:	58.17			
4948-0	4/5/2016	244.34	0.00	04/30/2016	Paint for shelter
	205-430-515-6350 Park Construction & Improvem				
	4948-0 Total:	244.34			
4958-9	4/6/2016	20.97	0.00	04/30/2016	Paint for shelter
	205-430-515-6350 Park Construction & Improvem				
	4958-9 Total:	20.97			
6554-8	4/11/2016	461.20	0.00	04/30/2016	Paint for shelter
	205-430-515-6350 Park Construction & Improvem				
	6554-8 Total:	461.20			
	Sherwin Williams Co Total	784.68			
Stryker Sales Corp.					
STRYKER					
1918070M	4/12/2016	705.98	0.00	04/30/2016	Power cot batteries
	101-350-512-5660 EMS supplies				
	1918070M Total:	705.98			
	Stryker Sales Corp. Total:	705.98			
TKB Associates, Inc.					
TKB					
11913	3/30/2016	1,038.00	0.00	04/30/2016	Laserfiche Annual Maintenance
	101-250-511-5340 Maintenance Agreement Expen				
11913	3/30/2016	1,600.00	0.00	04/30/2016	Laserfiche Annual Maintenance
	660-610-519-5340 Maintenance Agreement Expen				
	11913 Total:	2,638.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

	TKB Associates, Inc. Total	2,638.00		
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Training Concepts, Inc.  
TRAI

26718	4/14/2016	127.95	0.00	04/30/2016
	101-350-512-5770 Training supplies			CPR Cards

	26718 Total:	127.95		
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	Training Concepts, Inc. To	127.95		
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	Report Total:	49,253.84		
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# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/26/2016 - 3:55PM  
Batch: 00103.05.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Account Number	Description
American First Aid Services						
AFAS INC						
35480	4/11/2016	128.10	0.00	04/30/2016		
					101-300-512-5730 Program supplies	First Aid supplies/replenish
		<hr/>			35480 Total:	128.10
		<hr/>			American First Aid Service	128.10
American Traffic Solutions						
ATS						
INV000221850	3/31/2016	4,550.00	0.00	04/30/2016		
					101-300-512-5599 Other contractual	Collection of unpaid violations - Mar
		<hr/>			INV000221850 Total:	4,550.00
		<hr/>			American Traffic Solutions	4,550.00
Barcodes, Inc.						
BARCODES						
843852	2/2/2016	218.68	0.00	04/30/2016		
					101-300-512-5730 Program supplies	Cables for in car computers
		<hr/>			843852 Total:	218.68
		<hr/>			Barcodes, Inc. Total:	218.68

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Batteries Plus LLC					
BATT					
890-250031	4/14/2016	95.98	0.00	04/30/2016	Batteries for UPS in Communication Ctr
215-000-512-5640	Computer supplies				
	890-250031 Total:	95.98			
	Batteries Plus LLC Total:	95.98			
Best Quality Cleaning, Inc.					
BESTQU					
14461	4/20/2016	2,813.34	0.00	04/30/2016	Cleaning service - April 2016
101-420-511-5240	Janitorial				
14461	4/20/2016	416.66	0.00	04/30/2016	Cleaning service - April 2016
205-571-515-5240	Janitorial				
	14461 Total:	3,230.00			
	Best Quality Cleaning, Inc.	3,230.00			
Cassidy Tire					
CASSIDYT					
5181891	4/16/2016	159.24	0.00	04/30/2016	Tires for Squad #MP1123
101-300-512-5480	R&M - vehicles				
	5181891 Total:	159.24			
	Cassidy Tire Total:	159.24			
Chicago Tribune					
CHGOTRIB					
4040776	3/17/2016	59.49	0.00	04/30/2016	Legal notice - 7370 Cicero
101-240-511-5510	Advertising				
	4040776 Total:	59.49			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Chicago Tribune Total:		59.49			
College of Dupage COLLEGEO					
6950	4/14/2016	95.00	0.00	04/30/2016	101-300-512-5590 Training Policer officer training
6950 Total:		95.00			
College of Dupage Total:		95.00			
Elite Printer Solutions ELITE					
4111	1/22/2016	103.97	0.00	04/30/2016	101-240-517-5700 Office supplies Office supplies
4111 Total:		103.97			
Elite Printer Solutions Tota		103.97			
First American Title Insurance Com FIRSTAME					
4182016	4/18/2016	4,602,352.28	0.00	04/30/2016	217-000-561-6100 Land acquisition & improveme Purchase of UP Railroad property for bike path
4182016 Total:		4,602,352.28			
First American Title Insura		4,602,352.28			
FSCI Corporate Office FSCI					
2016-374	3/30/2016	225.00	0.00	04/30/2016	101-240-517-5399 Other professional services 6651 Tower Drive Rd - sprinkler

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

2016-374 Total:	225.00
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FSCI Corporate Office Tot	225.00
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Galls Incorporated

GALLS

005151099	3/31/2016	141.10	0.00	04/30/2016
101-300-512-5070 Uniform allowance				Uniform items

005151099 Total:	141.10
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005172478	4/5/2016	82.64	0.00	04/30/2016
101-300-512-5070 Uniform allowance				Uniform items

005172478 Total:	82.64
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005186730	4/7/2016	193.16	0.00	04/30/2016
101-300-512-5070 Uniform allowance				Uniform items

005186730 Total:	193.16
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Galls Incorporated Total:	416.90
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Infinisource

INFINI

744693	4/10/2016	47.80	0.00	04/30/2016
101-400-511-5440 R&M - office equipment				Monthly maintenance time clock

744693	4/10/2016	66.92	0.00	04/30/2016
205-530-515-5730 Program supplies				Monthly maintenance time clock

744693	4/10/2016	26.29	0.00	04/30/2016
205-560-515-5405 R&M - Buildings				Monthly maintenance time clock

744693 Total:	141.01
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Infinisource Total:	141.01
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Laurens Restoration Inc					
LAURENS					
LPD911	4/14/2016	890.20	0.00	04/30/2016	
215-000-512-5405 R & M Buildings					Clean & disinfect 911 Center
		<hr/>			
LPD911 Total:		890.20			
		<hr/>			
Laurens Restoration Inc To		890.20			
Lowe's Business Acc/GEFCF					
LOWES					
1013	4/18/2016	4.59	0.00	04/30/2016	
101-420-511-5405 R&M - buildings					Electrical covers
		<hr/>			
1013 Total:		4.59			
1994	4/18/2016	7.67	0.00	04/30/2016	
101-420-511-5405 R&M - buildings					Screws for Fire Dept
		<hr/>			
1994 Total:		7.67			
2155	4/18/2016	20.66	0.00	04/30/2016	
101-440-513-5730 Program supplies					PVC pipes for streets
		<hr/>			
2155 Total:		20.66			
2204	4/19/2016	17.07	0.00	04/30/2016	
101-440-513-5730 Program supplies					Plywood for sidewalks
		<hr/>			
2204 Total:		17.07			
2233	4/19/2016	15.63	0.00	04/30/2016	
205-430-515-5730 Program supplies					Insulation for Columbia Park
		<hr/>			
2233 Total:		15.63			
2844	4/15/2016	29.99	0.00	04/30/2016	
101-420-511-5405 R&M - buildings					Junction box - Police Training room
2844	4/15/2016	-29.99	0.00	04/30/2016	
101-420-511-5405 R&M - buildings					Return

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2844 Total:	0.00			
2866	4/15/2016	42.51	0.00	04/30/2016	
101-440-513-5730	Program supplies				Couplings, union for streets
2866	4/15/2016	-10.89	0.00	04/30/2016	
101-440-513-5730	Program supplies				Return
2866	4/15/2016	-36.19	0.00	04/30/2016	
101-440-513-5730	Program supplies				Return
	2866 Total:	-4.57			
3477	4/15/2016	20.50	0.00	04/30/2016	
101-440-513-5730	Program supplies				Elbows for water tanks
	3477 Total:	20.50			
S1748A11	4/15/2016	151.05	0.00	04/30/2016	
101-300-512-5610	Ammunition & range supplies				Air compressor for range cleaning
	S1748A11 Total:	151.05			
	Lowe's Business Acc/GEC	232.60			
Lund Industries					
LUNDIND					
85099	4/7/2016	225.00	0.00	04/30/2016	
101-300-512-5730	Program supplies				Labor-remove/relocate idle switch
	85099 Total:	225.00			
85104	4/7/2016	7,703.28	0.00	04/30/2016	
101-300-561-6580	Equipment - vehicles				Remove/install equipment in squad
	85104 Total:	7,703.28			
85213	4/19/2016	410.00	0.00	04/30/2016	
101-300-512-5480	R&M - vehicles				Change light bars
	85213 Total:	410.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
85214	4/19/2016	894.00	0.00	04/30/2016	
101-300-512-5730					Program supplies
					Cost for parts/install Driver's license scanners
		894.00			85214 Total:
		9,232.28			Lund Industries Total:
Lynn Peavey Company					
LYNNPEAV					
316412	4/6/2016	157.65	0.00	04/30/2016	
101-300-512-5730					Program supplies
					Identification card markers
316412	4/6/2016	22.00	0.00	04/30/2016	
101-210-511-5720					Postage
					Freight
		179.65			316412 Total:
316546	4/8/2016	165.25	0.00	04/30/2016	
101-300-512-5730					Program supplies
					Brushes, tent markers & case
		165.25			316546 Total:
		344.90			Lynn Peavey Company Tot
Malnati Organization					
MALNATI					
002185654	4/13/2016	12.88	0.00	04/30/2016	
101-300-512-5730					Program supplies
					Lunch for Communication operators
		12.88			002185654 Total:
002186570	1/1/2016	14.05	0.00	04/30/2016	
101-300-512-5730					Program supplies
					Lunch for Communication operators
		14.05			002186570 Total:
002186920	4/15/2016	8.25	0.00	04/30/2016	
101-300-512-5730					Program supplies
					Lunch for Communication operators

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
002186920 Total:		8.25			
Malnati Organization Total		35.18			
North Shore Uniform NSHRUFM 16-1142	4/13/2016	201.95	0.00	04/30/2016	
205-430-515-5070 Uniform allowance					Clothing allowance
16-1142 Total:		201.95			
North Shore Uniform Total		201.95			
Northwest Municipal Conference NWMNCCON 9953	2/2/2016	49.45	0.00	04/30/2016	
101-100-511-5840 Meals					NWMC Springfield Dinner
9953 Total:		49.45			
Northwest Municipal Conf		49.45			
Northwest Police Academy NWPDACAD NWPA41416	4/18/2016	75.00	0.00	04/30/2016	
101-300-512-5590 Training					Training seminar
NWPA41416 Total:		75.00			
Northwest Police Academy		75.00			
Personnel Strategies, LLC PERSONNE 040916	4/9/2016	750.00	0.00	04/30/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-200-511-5599 Other contractual					Pre Employment Psychological assessment
040916 Total:		750.00			
Personnel Strategies, LLC		750.00			
Print Xpress PRINTX T040501	4/5/2016	250.00	0.00	04/30/2016	LPD Envelopes
101-300-512-5560 Printing & copying services					
T040501 Total:		250.00			
Print Xpress Total:		250.00			
Promos 911 PROMOS91 5850	4/19/2016	585.15	0.00	04/30/2016	Coloring books
101-350-512-5730 Program supplies					
5850 Total:		585.15			
Promos 911 Total:		585.15			
Quinlan Security Systems QUINLANS 18235	4/19/2016	500.00	0.00	04/30/2016	Replace Police parking lot camera
101-250-511-6530 Equipment - data processing					
18235 Total:		500.00			
18236	4/19/2016	3,930.00	0.00	04/30/2016	Standpipe cameras replacements
660-620-519-5320 Consulting					
18236 Total:		3,930.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Quinlan Security Systems T		4,430.00			
Russo Power Equipment RUSSO 3023635	4/7/2016	1,570.00	0.00	04/30/2016	Honda blower
205-430-515-5745 Small tools					
3023635 Total:		1,570.00			
3058208	4/19/2016	3,077.69	0.00	04/30/2016	Chainsaw, nozzle, sledge hammer
101-440-513-5745 Small tools					
3058208 Total:		3,077.69			
Russo Power Equipment T		4,647.69			
SHI International Corp SHI B04826585	4/8/2016	842.00	0.00	04/30/2016	Touch screen for the pool
205-560-515-5640 Computer supplies					
B04826585 Total:		842.00			
SHI International Corp Tot		842.00			
Sirchie Fingerprint Lab SIRCHIEF 0249732-IN	4/8/2016	97.77	0.00	04/30/2016	Misc ET supplies
101-300-512-5730 Program supplies					
0249732-IN Total:		97.77			
Sirchie Fingerprint Lab To		97.77			

State Treasurer, IL Dept of Trans.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
STATETIL					
50221	4/22/2016	5,947.50	0.00	04/30/2016	
212-000-513-5290					Street lights & traffic signal
					Maintenance for Traffic control signals
	50221 Total:	5,947.50			
	State Treasurer, IL Dept of	5,947.50			
Thompson Elevator Inspection Service, Inc.					
THOMPSO					
1055	4/2/2016	150.00	0.00	04/30/2016	
101-240-517-5399					Other professional services
					1 new construction R & R
1055	4/2/2016	228.00	0.00	04/30/2016	
101-240-517-5399					Other professional services
					6 semi annual elevator
	1055 Total:	378.00			
815	3/16/2016	646.00	0.00	04/30/2016	
101-240-517-5399					Other professional services
					16 semi annual inspections
	815 Total:	646.00			
977	3/29/2016	750.00	0.00	04/30/2016	
101-240-517-5399					Other professional services
					5 new construction R & R
977	3/29/2016	380.00	0.00	04/30/2016	
101-240-517-5399					Other professional services
					10 semi annual reinspections
	977 Total:	1,130.00			
	Thompson Elevator Inspec	2,154.00			
TKB Associates, Inc.					
TKB					
11912	3/30/2016	30.90	0.00	04/30/2016	
101-240-517-5570					Professional associations
					2 Custom Canon DR 5010C
11912	3/30/2016	14.95	0.00	04/30/2016	
101-240-517-5570					Professional associations
					1 Canon Dr - 5010
11912	3/30/2016	9.50	0.00	04/30/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-240-517-5570	Professional associations				Shipping
	11912 Total:	55.35			
	TKB Associates, Inc. Total	55.35			
Union Pacific Railroad Company					
UNIONPAC					
4262016	4/26/2016	889.39	0.00	04/30/2016	
217-000-561-6100	Land acquisition & improve				Adjustment for UP closing
	4262016 Total:	889.39			
	Union Pacific Railroad Co	889.39			
United States Postal Service					
USPOSTAL					
PB042216	4/22/2016	7.29	0.00	04/30/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB042216	4/22/2016	36.89	0.00	04/30/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB042216	4/22/2016	207.62	0.00	04/30/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB042216	4/22/2016	19.41	0.00	04/30/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB042216	4/22/2016	8.91	0.00	04/30/2016	
205-500-515-5720	Postage				Pitney Bowes postage
PB042216	4/22/2016	29.22	0.00	04/30/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB042216	4/22/2016	45.22	0.00	04/30/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB042216	4/22/2016	145.40	0.00	04/30/2016	
660-610-519-5720	Postage				Pitney Bowes postage
	PB042216 Total:	499.96			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	United States Postal Servic	499.96		
VCG Uniform				
VCGUNIFO				
15535	4/13/2016	164.85	0.00	04/30/2016
101-300-512-5070	Uniform allowance			Uniform allowance
15535 Total:		164.85		
15536	4/13/2016	385.00	0.00	04/30/2016
101-300-512-5070	Uniform allowance			Uniform allowance
15536 Total:		385.00		
15537	4/13/2016	62.50	0.00	04/30/2016
101-300-512-5070	Uniform allowance			Uniform allowance
15537 Total:		62.50		
15538	4/13/2016	277.90	0.00	04/30/2016
101-300-512-5070	Uniform allowance			Uniform allowance
15538 Total:		277.90		
15539	4/13/2016	98.95	0.00	04/30/2016
101-300-512-5070	Uniform allowance			Uniform allowance
15539 Total:		98.95		
15540	4/13/2016	99.95	0.00	04/30/2016
101-300-512-5070	Uniform allowance			Uniform allowance
15540 Total:		99.95		
15541	4/13/2016	166.50	0.00	04/30/2016
101-300-512-5070	Uniform allowance			Uniform allowance
15541 Total:		166.50		
15594	4/18/2016	505.79	0.00	04/30/2016
101-300-512-5070	Uniform allowance			Uniform allowance

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	15594 Total:	505.79			
15664	4/20/2016	230.75	0.00	04/30/2016	
101-300-512-5070					Uniform allowance
	15664 Total:	230.75			
	VCG Uniform Total:	1,992.19			
Village of Lincolnwood					
VOL					
04212016	4/21/2016	18.36	0.00	04/30/2016	
101-300-512-5670					Fuel PD Petty Cash reimbursement
04212016	4/21/2016	10.99	0.00	04/30/2016	
101-300-512-5730					Program supplies PD Petty Cash reimbursement
04212016	4/21/2016	62.56	0.00	04/30/2016	
101-300-512-5820					Local mileage, parking & tolls PD Petty Cash reimbursement
04212016	4/21/2016	90.00	0.00	04/30/2016	
101-300-512-5840					Meals PD Petty Cash reimbursement
	04212016 Total:	181.91			
PC042116	4/21/2016	18.00	0.00	04/30/2016	
101-240-517-5590					Training Petty Cash Finance reimbursement
PC042116	4/21/2016	12.69	0.00	04/30/2016	
101-240-517-5570					Professional associations Petty Cash Finance reimbursement
PC042116	4/21/2016	12.90	0.00	04/30/2016	
101-210-511-5720					Postage Petty Cash Finance reimbursement
PC042116	4/21/2016	86.50	0.00	04/30/2016	
101-210-511-5820					Local mileage, parking & tolls Petty Cash Finance reimbursement
PC042116	4/21/2016	13.49	0.00	04/30/2016	
101-350-512-5740					Repair parts Petty Cash Finance reimbursement
PC042116	4/21/2016	26.32	0.00	04/30/2016	
101-240-517-5799					Other materials & supplies Petty Cash Finance reimbursement
PC042116	4/21/2016	25.00	0.00	04/30/2016	
101-200-511-5840					Meals Petty Cash Finance reimbursement
PC042116	4/21/2016	5.00	0.00	04/30/2016	
101-100-511-5840					Meals Petty Cash Finance reimbursement

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
PC042116	4/21/2016	55.00	0.00	04/30/2016
101-200-511-5840 Meals				Petty Cash Finance reimbursement
PC042116	4/21/2016	45.53	0.00	04/30/2016
101-220-512-5620 Books & publications				Petty Cash Finance reimbursement
PC042116	4/21/2016	34.99	0.00	04/30/2016
101-210-511-5590 Training				Petty Cash Finance reimbursement
PC042116	4/21/2016	39.15	0.00	04/30/2016
101-100-511-5840 Meals				Petty Cash Finance reimbursement
PC042116	4/21/2016	39.00	0.00	04/30/2016
101-210-511-5840 Meals				Petty Cash Finance reimbursement
PC042116	4/21/2016	87.48	0.00	04/30/2016
101-200-511-5799 Other materials & supplies				Petty Cash Finance reimbursement
PC042116	4/21/2016	5.00	0.00	04/30/2016
101-240-517-5820 Local mileage, parking & tolls				Petty Cash Finance reimbursement
PC042116	4/21/2016	33.00	0.00	04/30/2016
101-210-511-5820 Local mileage, parking & tolls				Petty Cash Finance reimbursement
PC042116	4/21/2016	50.96	0.00	04/30/2016
205-500-515-5820 Local mileage, parking & tolls				Petty Cash Finance reimbursement
	PC042116 Total:	590.01		
	Village of Lincolnwood To	771.92		
Whistler's Restaurant				
WHISTLER				
WR041916	4/19/2016	310.90	0.00	04/30/2016
101-300-512-5730 Program supplies				Prisoner meals Aug 6th thru Mar 20th
	WR041916 Total:	310.90		
	Whistler's Restaurant Total	310.90		
	Report Total:	4,647,061.03		

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
 Printed: 04/25/2016 - 2:06PM  
 Batch: 00104.05.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Accela Inc. #774375									
ACCELA									
INV32804	3/9/2016	20,516.20	0.00	05/03/2016				False	0
101-250-511-5340	Maintenance Agreement Expen			5/1 thru 4/30 Annual maintenance					
INV32804	3/9/2016	10,000.00	0.00	05/03/2016				False	0
660-610-519-5340	Maintenance Agreement Expen			5/1 thru 4/30 Annual maintenance					
INV32804	3/9/2016	3,000.00	0.00	05/03/2016				False	0
101-000-210-2650	Contractor Permits Payable			5/1 thru 4/30 Annual maintenance					
INV32804	3/9/2016	1,000.00	0.00	05/03/2016				False	0
205-500-515-5599	Other contractual			5/1 thru 4/30 Annual maintenance					
	INV32804 Total:	34,516.20							
INV-ACC-18854	3/31/2016	3,800.00	0.00	05/03/2016				False	0
101-250-511-5330	Data processing			Contract					
	INV-ACC-18854 Total:	3,800.00							
	Accela Inc. #774375 Total:	38,316.20							
Business Only Broadband									
BUSONLY									
69513	5/1/2016	250.00	0.00	05/03/2016				False	0
101-250-511-5580	Telephone			Back up connection - Internet access					
	69513 Total:	250.00							
70242	5/1/2016	250.00	0.00	05/03/2016				False	0
101-250-511-5580	Telephone			Wireless alarm internet access					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	70242 Total:	250.00							
	Business Only Broadband	500.00							
Cline, Rosa									
CLINE									
SCS01	4/4/2016	100.00	0.00	05/03/2016				False	0
205-504-515-5270	Purchased program services			Summer Concert series	Face painter				
	SCS01 Total:	100.00							
	Cline, Rosa Total:	100.00							
National Band & Tag Co.									
NATION									
419184	4/5/2016	232.98	0.00	05/03/2016				False	0
101-210-511-5730	Program supplies			FY 2016/2017	Pet, motorcycle & dealer tags				
	419184 Total:	232.98							
	National Band & Tag Co. T	232.98							
North Regional Major Crimes									
NREGIONA									
16-005	2/23/2016	4,100.00	0.00	05/03/2016				False	0
101-300-512-5540	Intergovernmental fees & dues			2016 Annual Assessment	fees				
	16-005 Total:	4,100.00							
	North Regional Major Crim	4,100.00							
Northern Illinois Police Alarm System									
NTILPALS									
10721	5/1/2016	400.00	0.00	05/03/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-300-512-5540	Intergovernmental fees & dues			Annual membership assessment					
	10721 Total:	400.00							
10722	5/1/2016	4,800.00	0.00	05/03/2016				False	0
101-300-512-5540	Intergovernmental fees & dues			Emergency Services Team					
	10722 Total:	4,800.00							
10723	5/1/2016	875.00	0.00	05/03/2016				False	0
101-300-512-5540	Intergovernmental fees & dues			Communication Assessment					
	10723 Total:	875.00							
	Northern Illinois Police Al	6,075.00							
Pioneer Press									
PIONEERP									
167785464	4/7/2016	32.24	0.00	05/03/2016				False	0
101-300-512-5620	Books & publications			Subscription renewal					
	167785464 Total:	32.24							
	Pioneer Press Total:	32.24							
Police Legal Science									
POLICE									
7037	3/18/2016	720.00	0.00	05/03/2016				False	0
101-300-512-5590	Training			Annual Assessment Dispatcher					
	7037 Total:	720.00							
	Police Legal Science Total:	720.00							
Rydin Decal									
RYDINDE									
316171	3/14/2016	239.25	0.00	05/03/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-210-511-5730	Program supplies			2016-2017	Vending machine stickers				
	316171 Total:	239.25							
	Rydin Decal Total:	239.25							
Solid Waste Agency of Northern Cook County SOLIDWA 5322	4/1/2016	17,951.89	0.00	05/03/2016				False	0
101-440-514-5230	Garbage & recycling			FY2016 O & M costs - May					
	5322 Total:	17,951.89							
	Solid Waste Agency of Nor	17,951.89							
Thomson Reuters - West THOMSON 833819043	4/4/2016	360.00	0.00	05/03/2016				False	0
101-300-512-5620	Books & publications			Quinlan Arrest Law bulletin					
	833819043 Total:	360.00							
	Thomson Reuters - West To	360.00							
Zoll Medical Corporation GPO ZOLLMEDC 90017914	3/31/2016	4,813.00	0.00	05/03/2016				False	0
101-350-512-5660	EMS supplies			Cardiac monitors warranty					
	90017914 Total:	4,813.00							
90017915	3/31/2016	1,400.00	0.00	05/03/2016				False	0
101-350-512-5660	EMS supplies			Auto pulse annual protection fee					
	90017915 Total:	1,400.00							

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

	Zoll Medical Corporation G	6,213.00							
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	Report Total:	74,840.56							
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## **2016 Reappointments for Boards & Commissions**

### **Board of Fire & Police Commissioners**

Sheri Doniger  
Pablo Alcantara

### **Economic Development Commission**

Patrick Kaniff  
James Kucienski  
Paul Levine  
Patrick McCoy

### **Human Relations Commission**

Carol Georges Oraha  
Karen Holmes

### **Park and Recreation Board**

Amy Kaniff  
Arthur Lovering  
Victor Shaw

### **Plan Commission**

Don Sampen  
Irving Fishman

### **Zoning Board of Appeals**

Jean Ikezoe-Halevi  
Kirill Vorobeychik  
Martina Keller

### **Telecommunications Advisory Commission**

Brad Fox  
Joan Friedman

### **Traffic Commission**

Donald Gelfund  
Mark Bonner  
James Lee

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Adopting Prevailing Wages Effective May 1, 2016 for the State of Illinois Prevailing Wage Act

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The State of Illinois Prevailing Wage Act requires the Village to ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics, and other workers performing contracted public works construction for the Village. In so doing, contractors of public works projects coming under the jurisdiction of the Village must be paid at least the same prevailing rates of wages for contracted construction work being performed in the Cook County area.

With the adoption of this proposed Resolution for payment of prevailing wages any and all contracted public works construction undertaken by the Village shall be paid at the prevailing rates for construction work in the Cook County area. The most recent update to the prevailing wages for Cook County was completed in July, 2015. A copy of the rates is attached.

This proposed Resolution will satisfy the requirements of the Prevailing Wage Act. A copy of this Resolution will be forwarded to the Illinois Department of Labor and a required legal notice will be published in a local newspaper.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Cook County Prevailing Wages for July, 2015

**RECOMMENDED MOTION:**

**Move to approve** a Resolution adopting prevailing wages effective May 1, 2016 as required by the Illinois Prevailing Wage Act.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES  
IN THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the State of Illinois has enacted the “Prevailing Wage Act,” 820 ILCS 130/0.01 *et seq.* (“**Act**”); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; 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 adopt 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. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of July 2015, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department’s July 2015 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor’s false certification. Upon seven business days’ notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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

**Exhibit A**

**Illinois Department of Labor Prevailing Wages for Cook County**  
**July 2015**

# Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC	BLD			36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER	BLD			47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON	BLD			43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON	ALL			43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER	BLD			36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.	BLD			40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN	ALL			37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN	ALL			47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN	ALL			45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	ALL			37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER	BLD			40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	ALL			44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER	ALL			39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST	BLD			45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS	ALL			32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON	BLD			43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I	ALL			29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II	ALL			34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER	BLD	1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	FLT	1		53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT	2		52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER	FLT	3		46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT	4		38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT	5		55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT	6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY	1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER	ALL			45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER	ALL			41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD			43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD			41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD			42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER	BLD			31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550			
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350			
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030			
<del>SURVEY WORKER</del>	->NOT IN EFFECT	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500		
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720			
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940			
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990			
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500			
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150			
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150			
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150			
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150			
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150			
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000			
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000			
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000			
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670			

**Legend:** RG (Region)  
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.  
 ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all

marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic

Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation;

Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Approval of an Ordinance in Case #ZB-03-16 to Approve a Building Height Variation for a New Flat-Roof Single-Family Home at the Property Located at 4525 West North Shore Avenue

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At the April 19, 2016 Village Board meeting, the Village Board considered the Zoning Board of Appeals' (ZBA) recommendation to grant a building height Variation requested by Jason and Amy Schwartz ("Petitioners") for a proposed new flat-roof single-family home at 4525 West North Shore Avenue. The maximum building height for a flat roof residential structure is 22 feet. The Petitioners propose a building height of 23 feet 9 ½ inches.

At its April 19, 2016 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 this direction, 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 Building Height Variation as requested in Case #ZB-03-16 for a new flat roof single family home located at 4525 West North Shore Avenue.

THIS SPACE FOR RECORDERS USE ONLY

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE GRANTING A VARIATION  
FOR THE CONSTRUCTION OF A TWO-STORY RESIDENTIAL STRUCTURE**  
(4525 West North Shore Avenue)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_ DAY OF MAY, 2016.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
\_\_\_ day of May, 2016

\_\_\_\_\_  
Village Clerk

**AN ORDINANCE GRANTING A VARIATION  
FOR THE CONSTRUCTION OF A TWO-STORY RESIDENTIAL STRUCTURE**  
(4525 West North Shore Avenue)

WHEREAS, Jason and Amy Schwartz (collectively, the "**Owner**") are the record title owners of that certain property located in the R-2 Residential District ("**R-2 District**"), commonly known as 4525 West North Shore Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Owner desires to demolish the existing structure on the Property and construct a new two-story, flat-roof, single-family residential structure ("**Proposed Structure**") on the Property; and

WHEREAS, pursuant to Section 4.11 of the "Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the maximum building height for a flat-roofed residential structure is 22 feet measured from the top of the curb to the highest point of the roof; and

WHEREAS, the building height of the Proposed Structure is 23 feet and 9.5 inches, in violation of the maximum building height regulation set forth in Section 4.11 of the Zoning Ordinance; and

WHEREAS, in order to permit the construction of the Proposed Structure, the Owner has filed an application for a variation from the maximum building height regulation set forth in Section 4.11 of the Zoning Ordinance ("**Requested Variation**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("**ZBA**") to consider approval of the Requested Variation was duly advertised in the *Lincolnwood Review* on February 25, 2016 and held on March 16, 2016; and

WHEREAS, on March 16, 2016, the ZBA made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

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

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

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

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

SECTION 2. APPROVAL OF REQUESTED VARIATION. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, and

subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby grant a variation from Section 4.11 of the Zoning Ordinance to increase the maximum building height for the Proposed Structure from 22 feet to 23 feet and 9.5 inches to permit the construction of the Proposed Structure on the Property.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section 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 Proposed Structure and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Structure and the Property must comply with those certain plans and elevations prepared by Froelich Kim Architecture, consisting of 10 sheets, and dated February 9, 2016, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (collectively, the "*Plans*").
- C. Limitation of Variation. The variation granted in Section 2 of this Ordinance applies and is limited only to the Proposed Structure as depicted in the Plans. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Proposed Structure without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals 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 approvals 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 will be governed solely by the regulations of the R-2 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section 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 become effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
  2. Publication in pamphlet form in the manner required by law; and
  3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this \_\_\_ day of May, 2016.

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

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

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

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

APPROVED by me this \_\_\_ day of May, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois  
#40861639\_v2

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 4 IN BLOCK 17 IN LINCOLNWOOD TERRACE BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1946, AS DOCUMENT 13889160, IN COOK COUNTY, ILLINOIS

Commonly known as: 4525 West North Shore Avenue, Lincolnwood, Illinois.

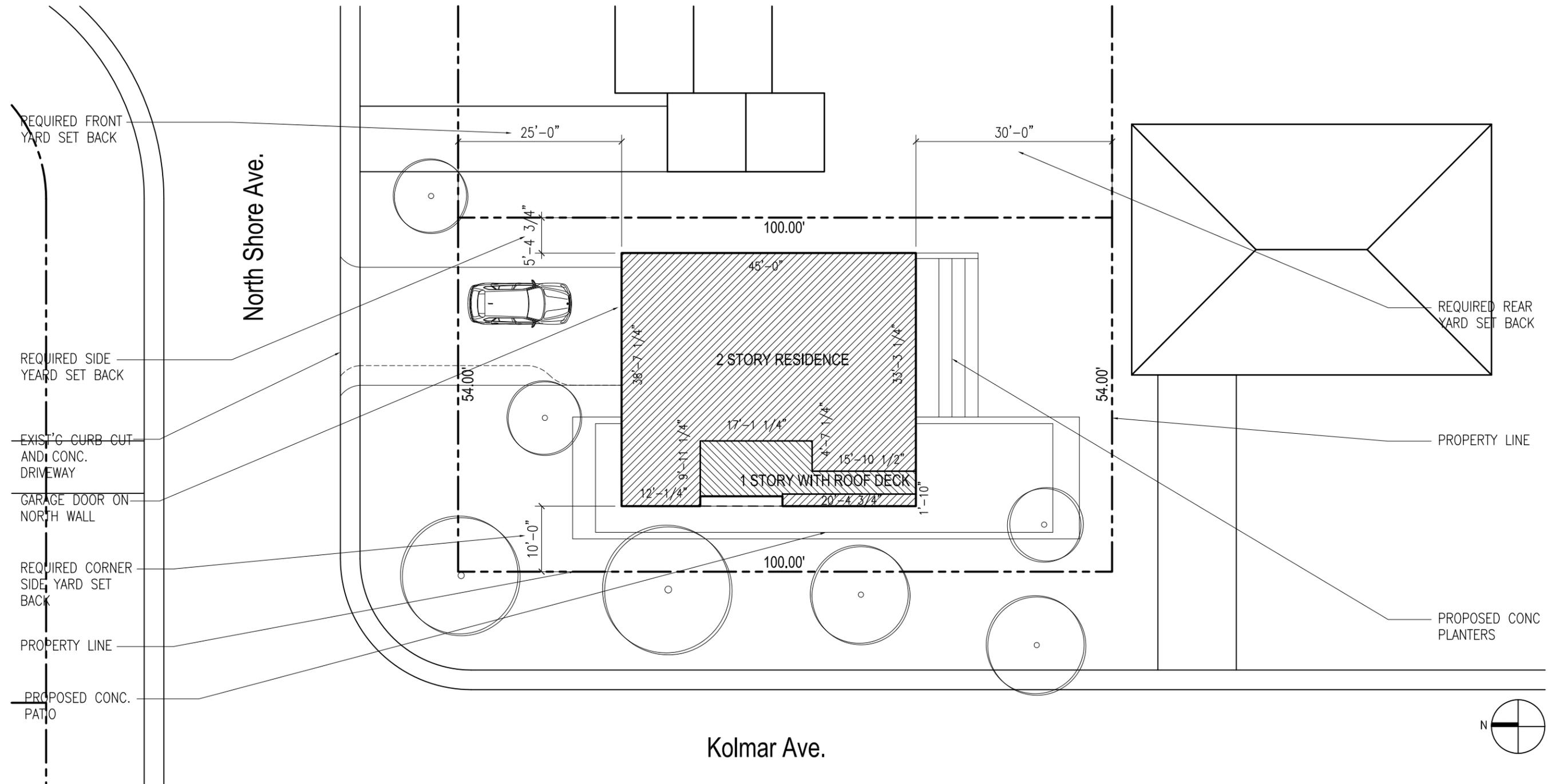
PIN: 10-34-312-036-0000

**EXHIBIT B**

**PLANS**

**Site Plan**

Scale: 1/16" = 1'-0"



**Schwartz Residence**

4525 North Shore Avenue  
Lincolnwood, IL 60712

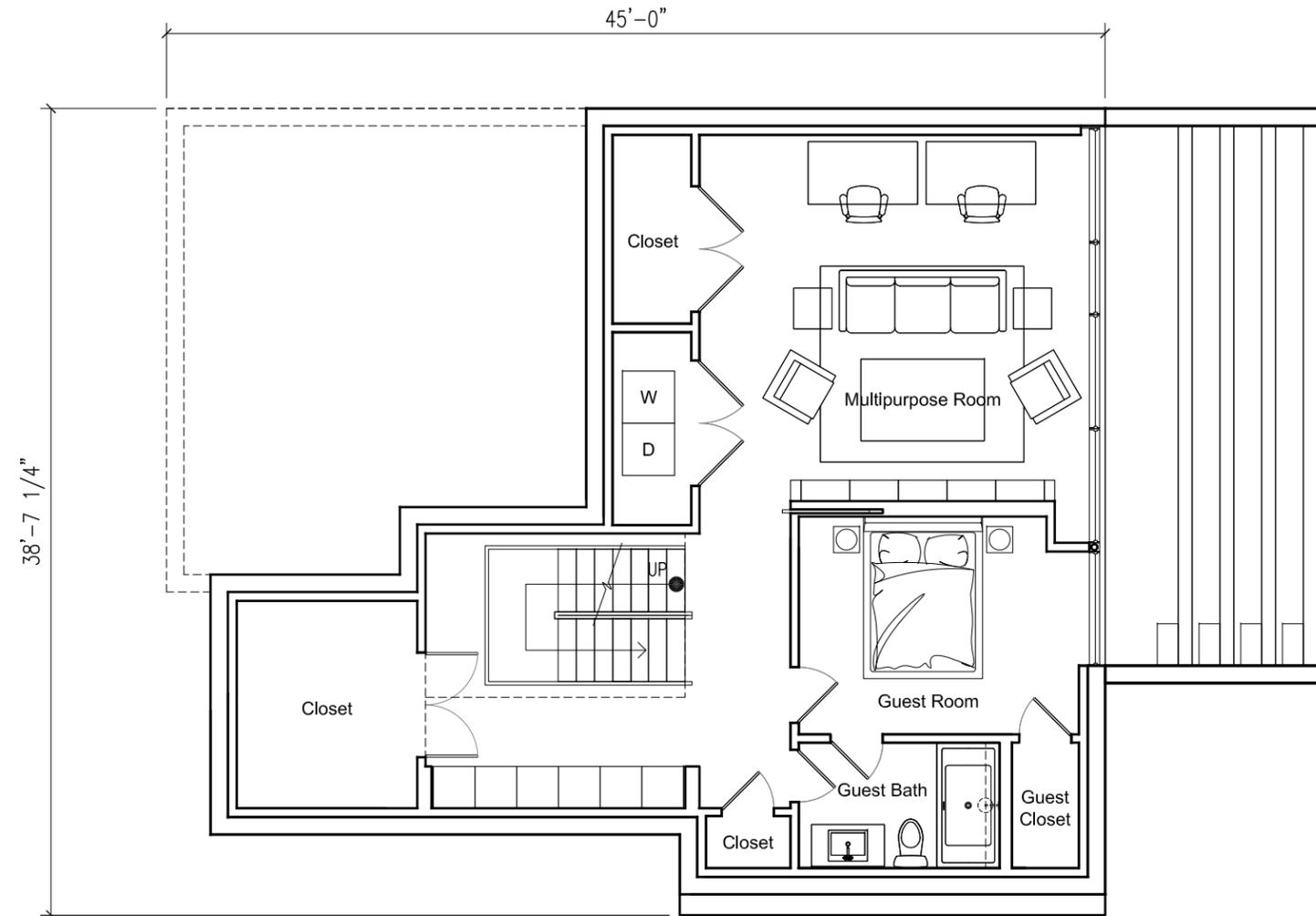
February 9, 2016

**Froelich Kim Architecture**

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

**Basement Floor Plan**

Scale: 1/8" = 1'-0"



**Schwartz Residence**

4525 North Shore Avenue  
Lincolnwood, IL 60712

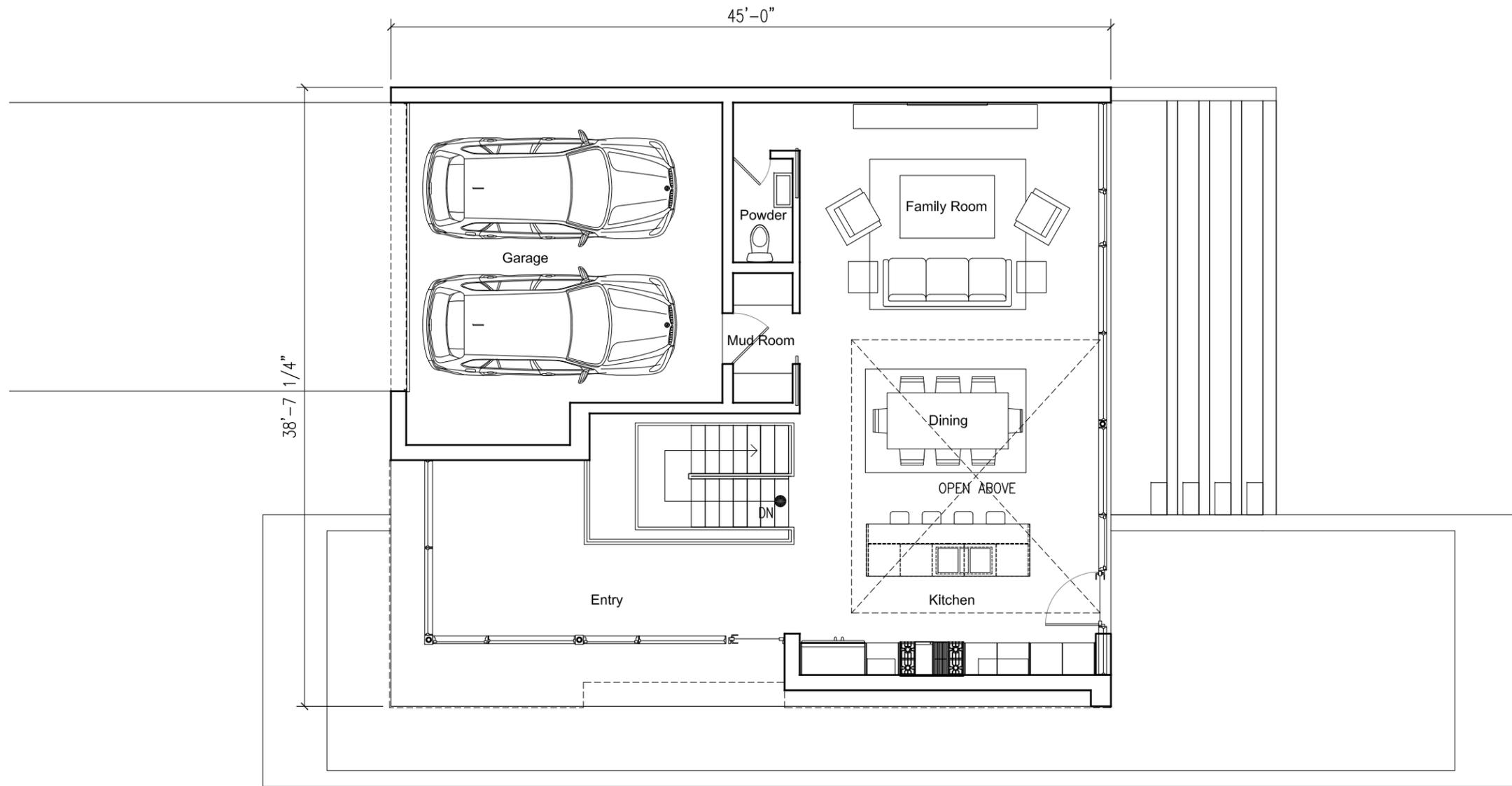
February 9, 2016

**Froelich Kim Architecture**

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

**First Floor Plan**

Scale: 1/8" = 1'-0"



**Schwartz Residence**

4525 North Shore Avenue  
Lincolnwood, IL 60712

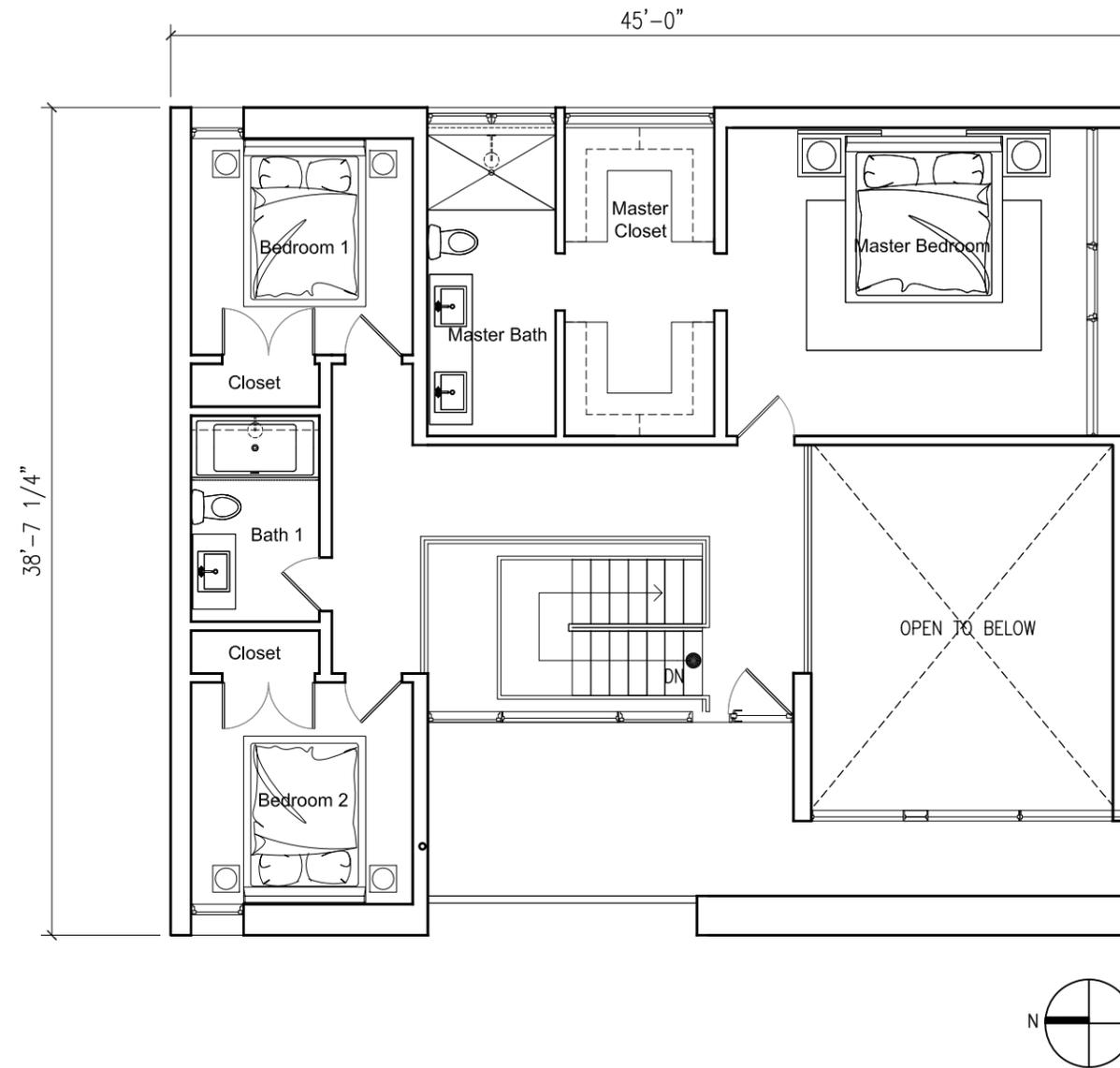
February 9, 2016

**Froelich Kim Architecture**

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

**Second Floor Plan**

Scale: 1/8" = 1'-0"



**Schwartz Residence**

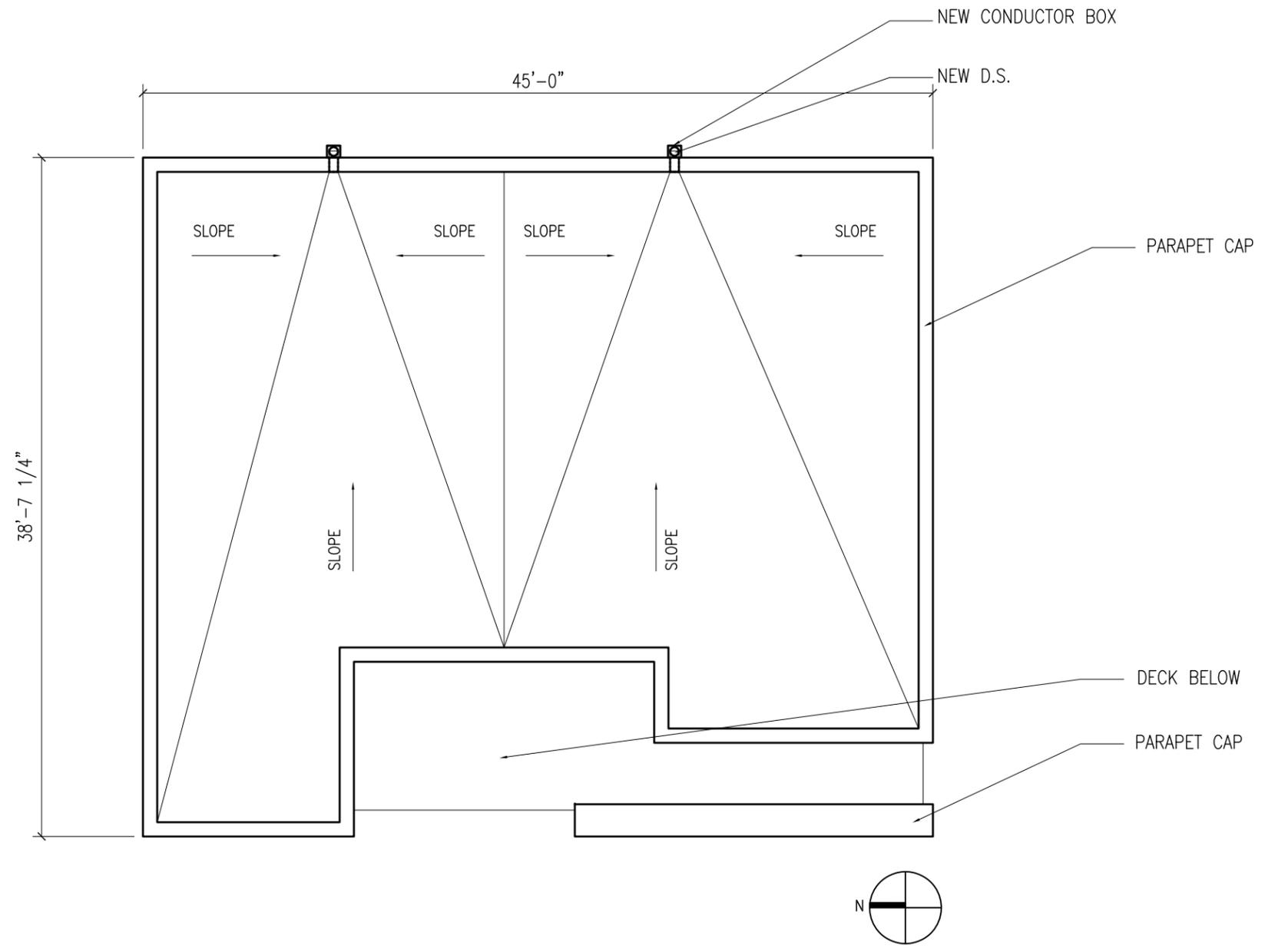
4525 North Shore Avenue  
Lincolnwood, IL 60712

February 9, 2016

**Froelich Kim Architecture**

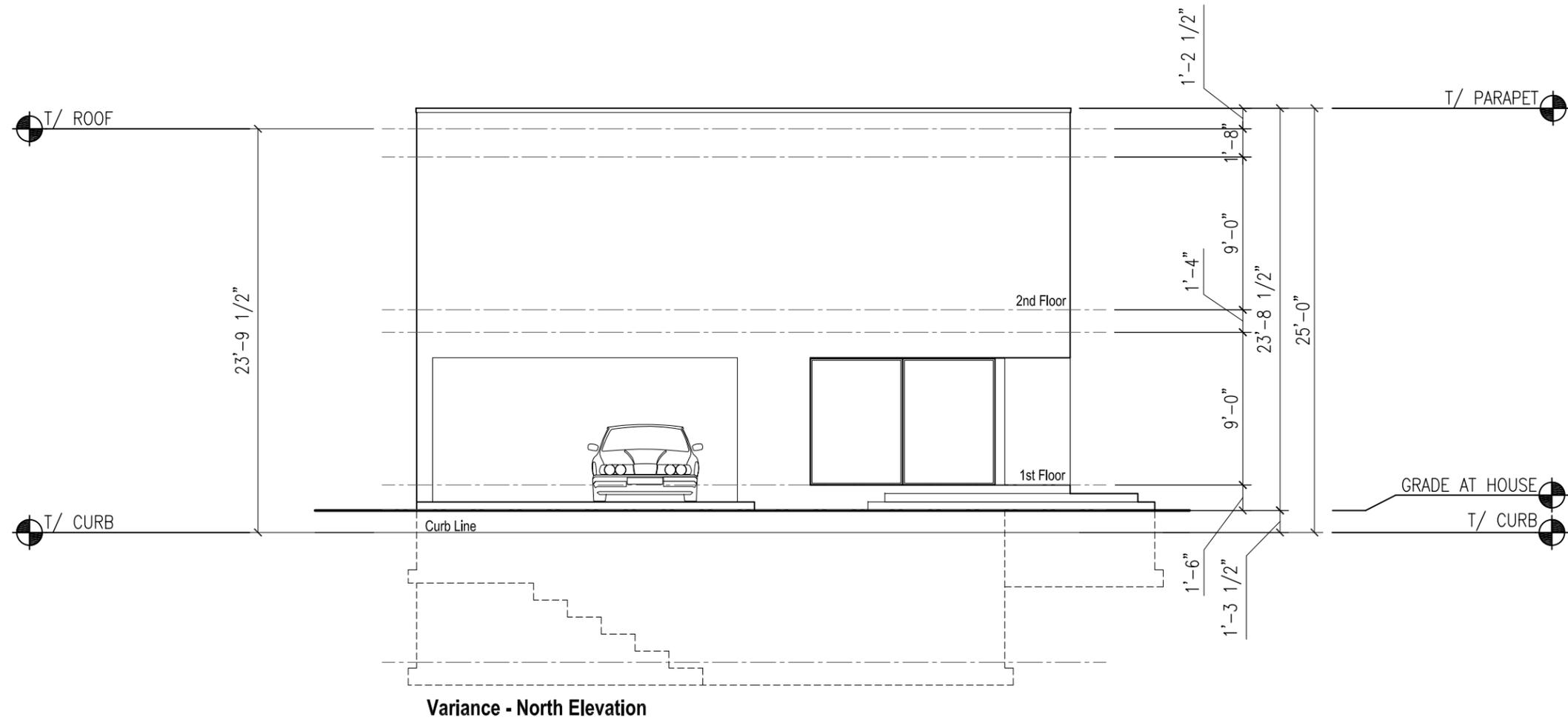
These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

**Roof Plan**  
Scale: 1/8" = 1'-0"



**Exterior Elevations**

Scale: 1/8" = 1'-0"



**Schwartz Residence**

4525 North Shore Avenue  
Lincolnwood, IL 60712

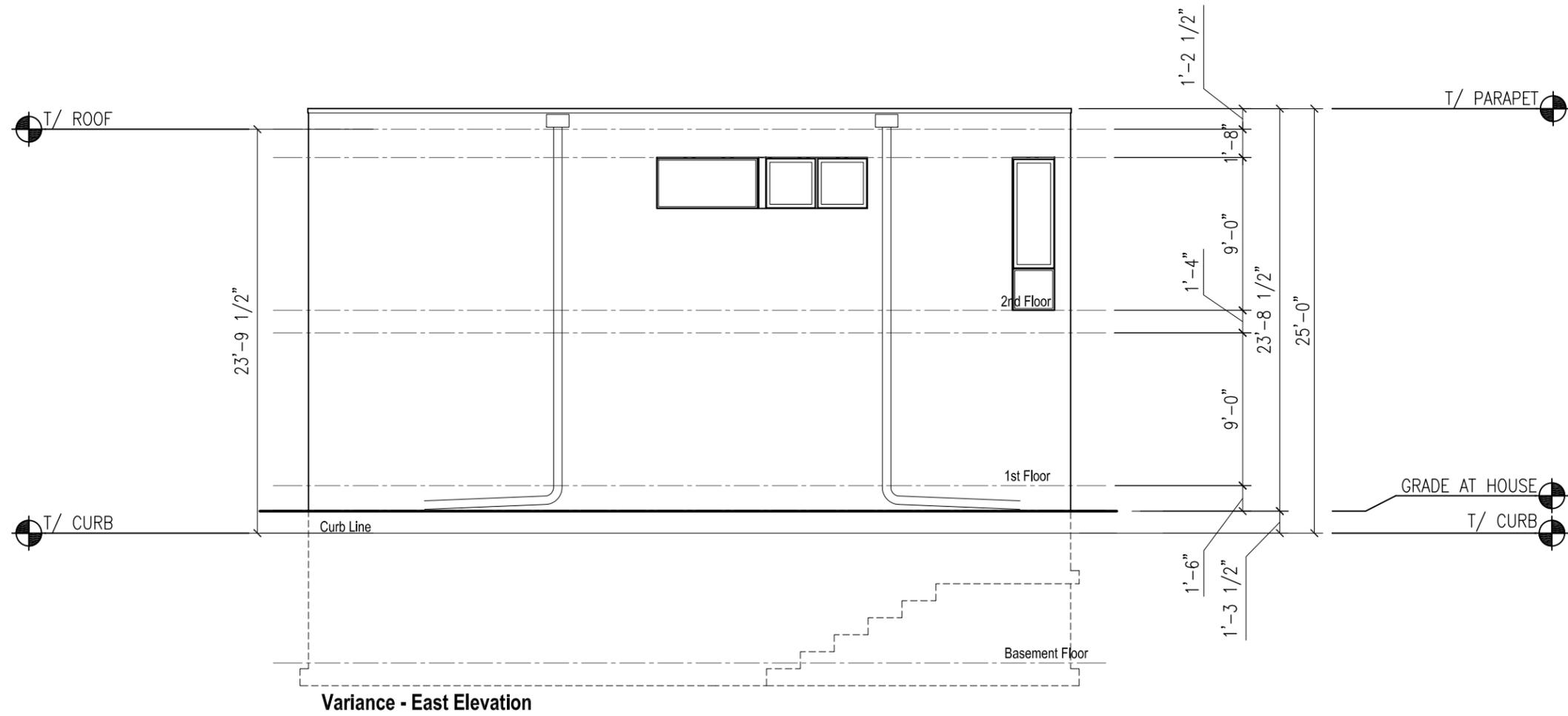
February 9, 2016

**Froelich Kim Architecture**

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

# Exterior Elevations

Scale: 1/8" = 1'-0"



## Schwartz Residence

4525 North Shore Avenue  
Lincolnwood, IL 60712

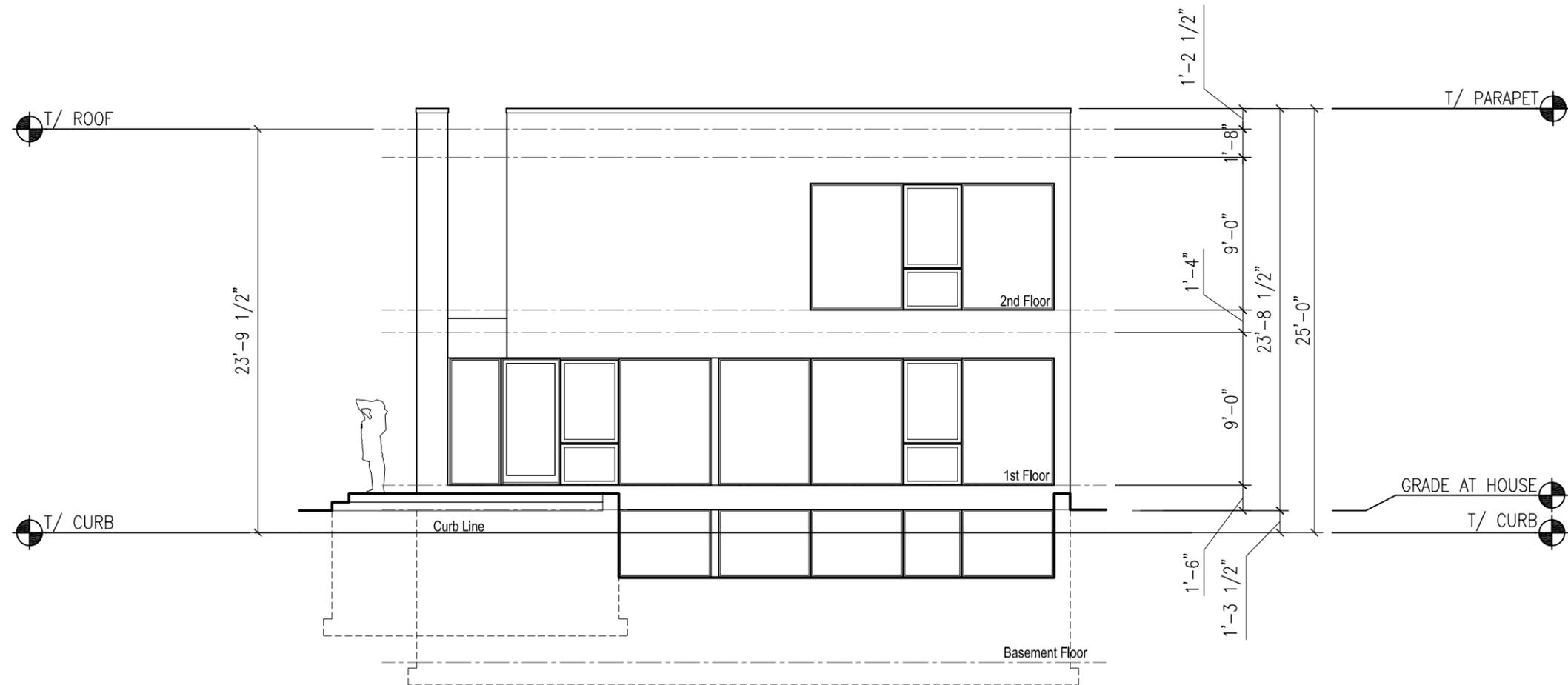
February 9, 2016

**Froelich Kim Architecture**

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

**Exterior Elevations**

Scale: 1/8" = 1'-0"



**Variance - South Elevation**

**Schwartz Residence**

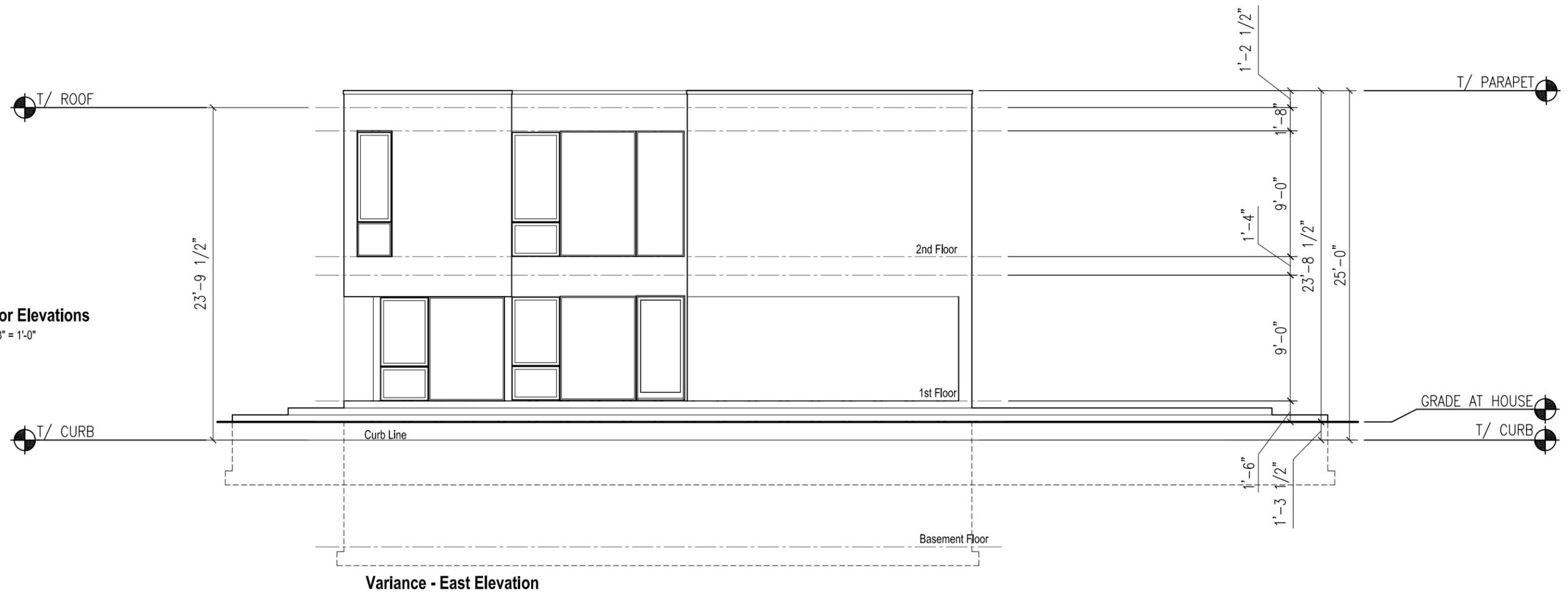
4525 North Shore Avenue  
Lincolnwood, IL 60712

February 9, 2016

**Froelich Kim Architecture**

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

**Exterior Elevations**  
Scale: 1/8" = 1'-0"



**Schwartz Residence**

4525 North Shore Avenue  
Lincolnwood, IL 60712

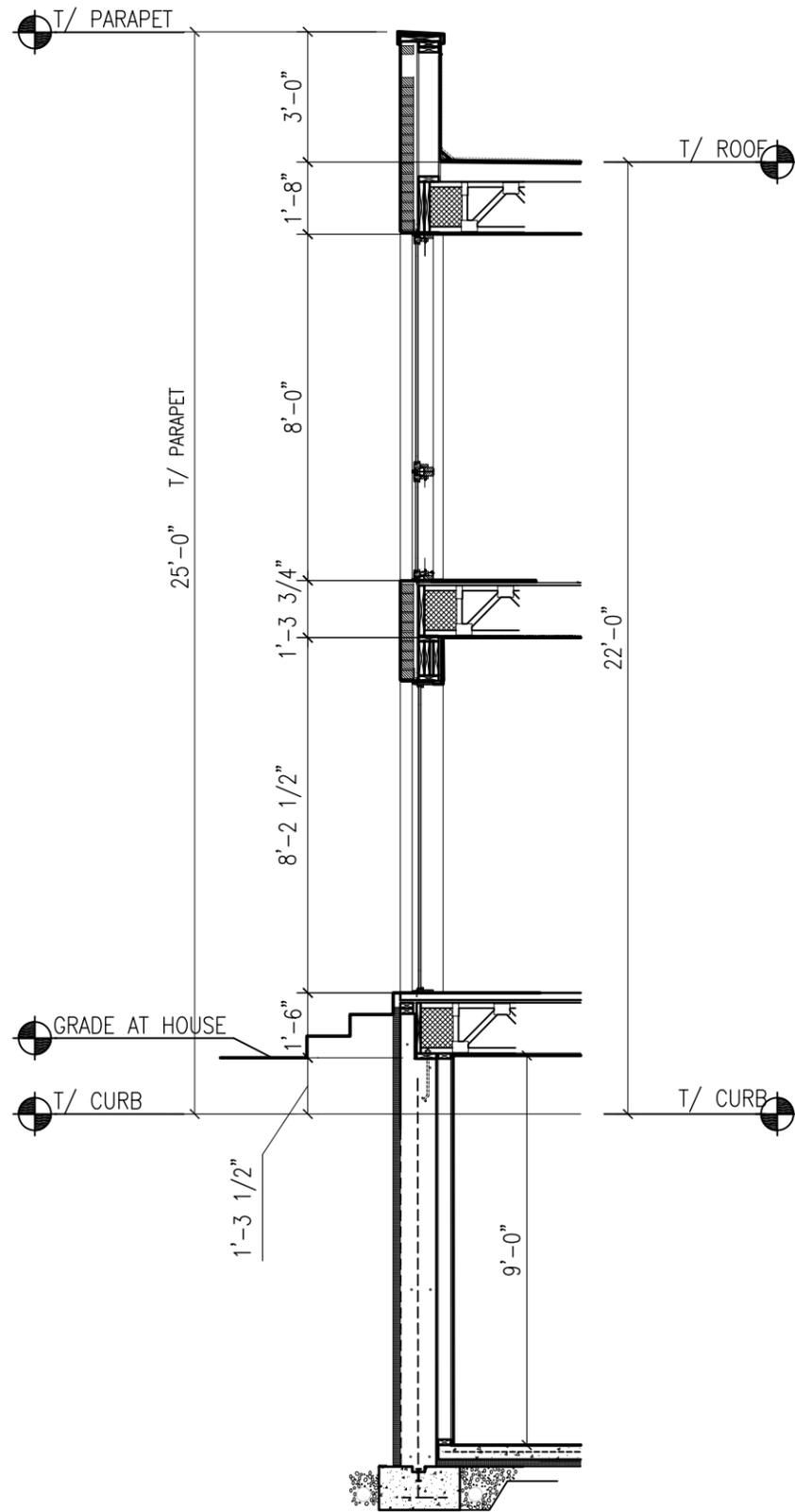
February 9, 2016

**Froelich Kim Architecture**

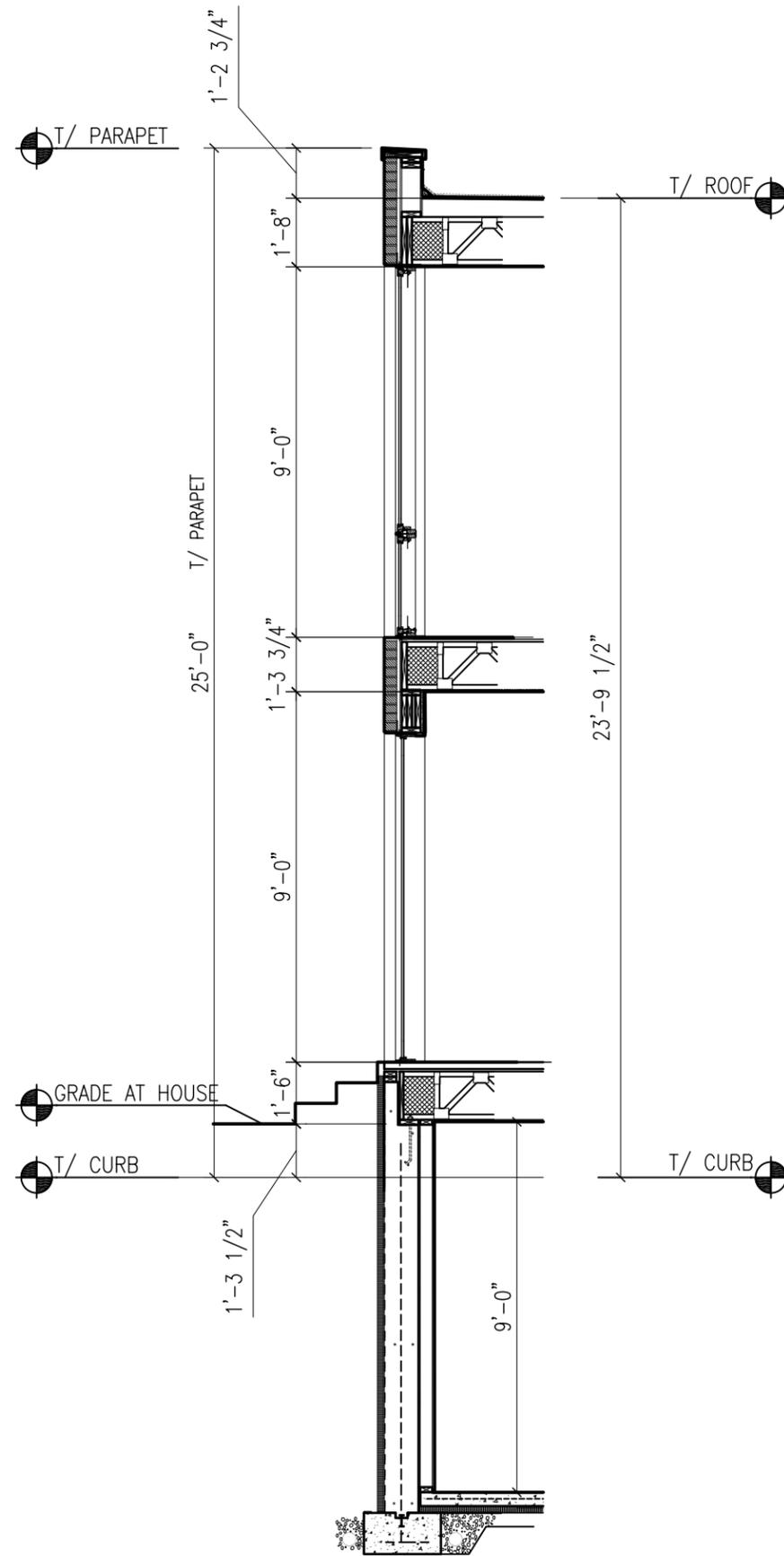
These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

**Wall Section Details**

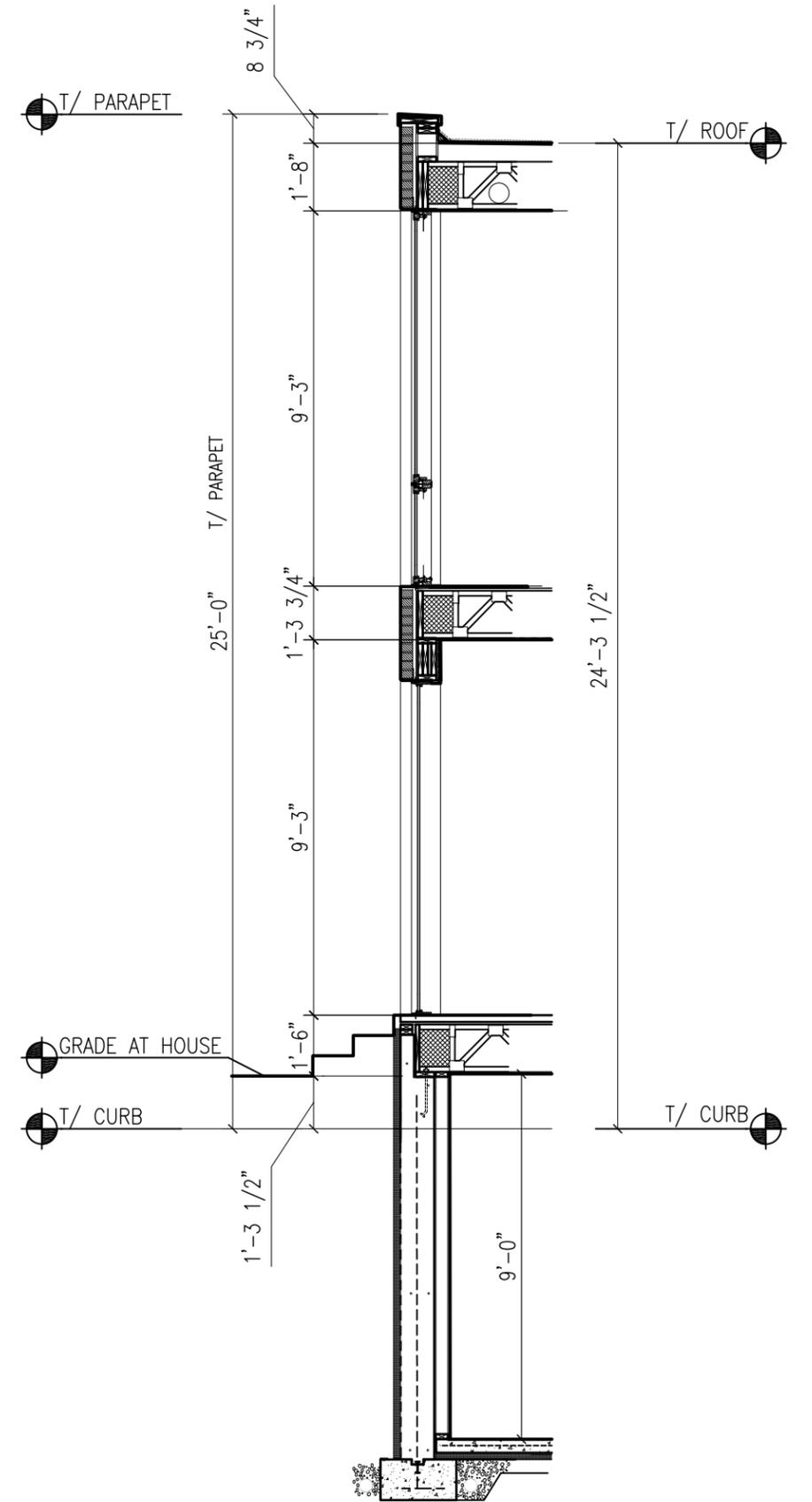
Scale: 1/4" = 1'-0"



No Variance



Variance: 9'-0" Both Ceilings



Variance: 9'-3" Both Ceilings

**Schwartz Residence**

4525 North Shore Avenue  
Lincolnwood, IL 60712

February 9, 2016

**Froelich Kim Architecture**

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

**EXHIBIT C**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Jason and Amy Schwartz (collectively, the "**Owner**") are the record title owners of that certain property located in the R-2 Residential District, commonly known as 4525 West North Shore Avenue, in the Village ("**Property**"); and

**WHEREAS**, Ordinance No. 2016-\_\_\_\_\_, adopted by the Village President and Board of Trustees on May \_\_, 2016 ("**Ordinance**"), grants a variation from "The Village of Lincolnwood Zoning Ordinance" to permit the construction of a new two-story residential structure 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;

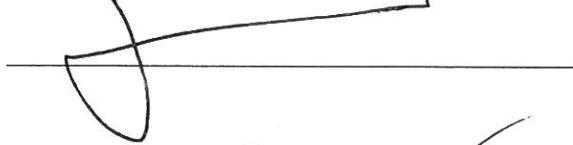
**NOW, THEREFORE**, the Owner does hereby agree and covenant as follows:

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

[SIGNATURE PAGE FOLLOWS]

Dated: April 27, 2016

JASON SCHWARTZ

A handwritten signature in black ink, appearing to be 'Jason', written over a horizontal line.

AMY SCHWARTZ

A handwritten signature in black ink, appearing to be 'Amy', written over a horizontal line.

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Approval of an Ordinance Waiving Section 105.5 of the Village Building Code Regarding the Maximum Term of a Building Permit and Granting a Time Extension for Zoning Approvals for The Carrington at Lincolnwood (aka South Bay Partners Assisted/ Independent Living Facility) at 3401-3501 Northeast Parkway

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At the November 3, 2015 Village Board meeting, the South Bay Partners senior housing development project was reviewed and approved for the former Bell & Howell site at 3401-3501 Northeast Parkway. Since that meeting, South Bay Partners (aka SBLP Lincolnwood, LLC) has worked with their general contractor, Charles Hall Construction of Westmont, Illinois, on building permit plans and a construction schedule.

### **Building Permit Time Extension**

In refining the construction schedule, Hall Construction has determined this 136,667-square foot, 4-story development cannot complete construction and receive a Certificate of Occupancy in the one-year timeframe dictated in the adopted 2009 International Building Code, with Village Amendments. While Village Code permits a one-time six-month extension of an active building permit without additional fees, Hall Construction stated they anticipate construction of the entire facility to last two years. The Building Code requires that any extension of work beyond the 18-month timeframe (standard one-year approval and six-month extension) "shall be assessed at 25 percent of the original cost of the original (building) permit."

Hall Construction is requesting relief from the Village regarding the one-year building permit validity requirement in the Building Code stating the size and complexity of the project will not allow its completion in the required one-year time period. Hall Construction requests that the Village waive the maximum one-year building permit term and extend the maximum term of their building permit to two years after the date of issuance. The proposed waiver would preserve the permissibility for one six-month extension beyond the requested two-year maximum building permit term, with no additional fees, should there be any weather or construction delays. If requested, the six-month extension would continue to be subject to the requirement that "justifiable cause" be demonstrated, as is noted in the current Village Code.

### **Special Uses and Variation Extension**

Pursuant to the Zoning Code for Special Uses and Variations to remain valid, either the related building permit or Certificate of Occupancy must be issued within 180 days of the date the Special Use permits and Variation were approved. While South Bay Partners has submitted an application for a Village

building permit, it is currently under review and has not yet been issued. Without the issuance of a building permit, the Special Uses and Variation approvals are set to expire.

The Zoning Code authorizes the Village Board to grant a one-time, 180-day extension to the validity period of the zoning approvals to allow for the related building permit to be issued. Attached is a letter from Senior Project Manager, Peter Robinson, of Hall Construction, requesting this time extension.

Staff has no objection to either time extension request and, pursuant to those requests, recommends their approval. Attached is a proposed Ordinance, which would grant the requested one-year extension to the maximum term of a building permit and 180-day extension to the validity period of the approved Special Uses and Variation, as requested by SBLP Lincolnwood, LLC.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. April 18, 2016 Request Letter from Charles Hall Construction
3. Village Code Sections 14-2-3 and 15-5-18

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance waving Section 105.5 of the Village of Lincolnwood Building Code regarding the maximum term of a building permit to increase the maximum term to two years after the date of issuance, and granting a 180-day extension for Zoning Approvals for 3401-3501 Northeast Parkway.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE WAIVING SECTION 105.5  
OF THE VILLAGE OF LINCOLNWOOD BUILDING CODE AND  
EXTENDING THE PERIOD OF VALIDITY OF ZONING APPROVALS  
GRANTED FOR 3401-3501 NORTHEAST PARKWAY**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2016

ORDINANCE NO. 2016-\_\_\_\_\_

**AN ORDINANCE WAIVING SECTION 105.5  
OF THE VILLAGE OF LINCOLNWOOD BUILDING CODE AND  
EXTENDING THE PERIOD OF VALIDITY OF ZONING APPROVALS  
GRANTED FOR 3401-3501 NORTHEAST PARKWAY**

WHEREAS, SBLP Lincolnwood, LLC ("**Owner**"), is the record owner of that certain property commonly known as 3401-3501 Northeast Parkway in the Village ("**Property**"); and

WHEREAS, the Owner desires to construct and operate a senior citizen assisted living and independent living facility on the Property ("**Proposed Facility**"); and

WHEREAS, on November 3, 2015, the Village President and Board of Trustees adopted Ordinance 2015-3178 ("**Zoning Approval Ordinance**"), granting the Owner special use permits and a variation from Section 7.06(5) of "The Village of Lincolnwood Zoning Ordinance," as amended, to permit the construction of the Proposed Facility, subject to certain conditions (collectively, the "**Zoning Approvals**"); and

WHEREAS, pursuant to Section 5.18(1) of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Zoning Approvals are valid for 180 days after the date of approval of the Zoning Approval Ordinance, unless a building permit or certificate of occupancy is obtained for the Proposed Facility or the approved special uses are commenced on the Property; and

WHEREAS, as of the date of this Ordinance, no building permit or certificate of occupancy has been obtained for the Proposed Facility, and the proposed special uses have not been commenced on the Property; and

WHEREAS, the Owner has submitted a request, pursuant to Section 5.18(1) of the Zoning Ordinance, for an extension of the period during which the Zoning Approvals are valid; and

WHEREAS, the Village President and Board of Trustees have determined that the Owner has shown good cause for a 180-day extension of the period during which the Zoning Approvals are valid; and

WHEREAS, Section 14-2-2 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), adopts and incorporates by reference the International Building Code, 2009 edition, published by the International Code Council, Inc. ("**Building Code**"), as the building code of the Village; and

WHEREAS, Section 14-2-3 of the Village Code amends Section 105.5 of the Building Code to provide that the maximum term of a building permit is one year after the date that the building permit is issued ("**Maximum Building Permit Term**"); and

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

WHEREAS, construction of the Proposed Facility is estimated to take longer than one year; and

WHEREAS, the Owner has requested that the Village waive the Maximum Building Permit Term set forth in Section 105.5 of the Building Code, as amended by Section 14-2-3 of the Village Code, and increase the Maximum Building Permit term for the Proposed Facility to two years after the date of issuance of the building permit for the Proposed Facility; and

WHEREAS, 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: (i) grant a 180-day extension of the period during which the Zoning Approvals are valid, pursuant to Section 5.18(1) of the Zoning Ordinance; and (ii) waive the Maximum Building Permit Term set forth in Section 105.5 of the Building Code, as amended by Section 14-2-3 of the Village Code, for the Proposed Facility, but all only as set forth in, and subject to the terms and conditions of, this Ordinance;

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

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

SECTION 2. EXTENSION. Pursuant to Section 5.18(1) of the Zoning Ordinance and the home rule powers of the Village, the President and Board of Trustees hereby grant a 180-day extension of the period during which the Zoning Approvals are valid, until August 30, 2016.

SECTION 3. WAIVER. The President and Board of Trustees hereby grant a limited waiver of the enforcement of Section 105.5 of the Building Code, as amended by Section 14-2-3 of the Village Code, but only to increase the Maximum Building Permit Term of the Building Permit from one year to two years after the date that a building permit for the Proposed Facility is issued.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code, or any other rights the Owner may have, the extension granted in Section 2 of this Ordinance and the waiver granted in Section 3 of this Ordinance are expressly subject to, and contingent upon, compliance with each and all of the following conditions:

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

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

- B. Issuance of Required Approvals. The Owner may not perform, or cause to be performed, any portion of the construction of the Proposed Facility except after the prior issuance of all Village and other applicable governmental approvals required therefor.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTESTED and FILED in my office the  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

#40904726\_v2

**Additions are bold and double-underlined;** ~~deletions are struck through.~~



April 18, 2016

**Aaron N. Cook, AICP**  
Development Manager  
Community Development Department  
Village of Lincolnwood

Re: Clarification of Village Adoption of IBC 2009 & Approved Ordinance Extension

Aaron,

It was good to meet you and thanks for your assistance on Thursday.

Please accept this letter as our request to change “one year” in your amendment of article 105.5 of the IBC to “two years”, for the project referred to as The Carrington at Lincolnwood, 3401 Northeast Parkway. We would like all other provisions of the changes to 105.5 to remain in effect. The size and complexity of the project will not allow us to complete the project within a one year building period. We have aggressively scheduled the project and believe that it can be completed within the two year time period.

We understand that the Ordinance approved at the November 3<sup>rd</sup> Village Board Meeting is approaching its 180 day expiration per Section 5.18 of the Village Zoning Code. The design and approvals process for a development of this scope is considerable. Our civil engineers have been working with the Village Engineer to procure our MWRD permit which is essential in applying for and obtaining our building permit. While the MWRD piece is in currently submitted for approval, our architects are completing building permit documents. Our project timeline has that permit set ready for submission by June 1<sup>st</sup>. Depending on the Village review process, we anticipate that permit being ready for pick up by August 1<sup>st</sup>. Mobilization and construction will start shortly thereafter. Please accept this letter as a request to extend that special use permit application/approval deadline as referenced in Section 5.18 of the zoning code. Thank you for bringing this matter to our attention.

Please let me know if there is any additional paperwork that I need to prepare for this request.

Regards,

Peter C. Robinson  
Sr. Project Manager

**Excerpt from Village of Lincolnwood Building Regulations, Article II – Building Code:**

14-2-3\_Exceptions, insertions and additions.

[Amended 9-17-2013 by Ord. No. 2013-3067; 12-15-2015 by Ord. No. 2015-3185]

The following items are the additions, insertions and changes to the International Building Code:

<b>International Building Code Section</b>	<b>Change</b>
Section 101.1	Insert: "Village of Lincolnwood"
Section 101.4.3	Delete: "International Plumbing Code"
Section 101.4.3	Insert: "Illinois Plumbing Code, most current edition"
Section 105.2	Delete
Section 105.5	Insert: "However, no permit or approval shall be valid for a period of more than one year after the date of issuance."
Section 105.5	Delete: "The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated."
Section 105.5	Insert: "The building official is authorized to grant, in writing, one permit renewal or reissuance, for a period not to exceed 180 days. The renewal or reissuance shall be requested in writing and justifiable cause demonstrated. The Village Manager is authorized to grant, in writing, any subsequent permit renewals or reissuances, for periods not to exceed 180 days. Any subsequent renewals or reissuances shall be in writing and justifiable cause demonstrated."

**Excerpt from Village of Lincolnwood Zoning Regulations, Article V – Development Review, Administration and Enforcement:**

5.18\_Effective period.

(1)

No special use permit or variation shall be valid for a period longer than 180 days from the date it is granted, unless a building permit or certificate of occupancy is obtained, or the approved special uses are commenced, within such period. The Village Board may grant one extension of this period, valid for no more than 180 additional days, upon written application and good cause shown, without notice or hearing.

(2)

If any special use is abandoned, or is discontinued for a continuous period of six months, the special use permit for such use shall become void and such use shall not thereafter be re-established unless a new special use permit is obtained.

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Approval of an Ordinance in Case #ZB-01-16 to Grant a Building Coverage Variation to Allow a Rear Yard Addition to the Existing Single-Family Home at 3738 West Columbia Avenue

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At the April 5, 2016 Village Board meeting, the Village Board considered the recommendation of the Zoning Board of Appeals (ZBA) to deny a building coverage Variation for a proposed rear yard addition to the existing single family home at 3738 West Columbia Avenue. Adrian Tise, property owner ("Petitioner"), requested Village Board consideration of a revised plan which reduced the proposed addition by 92-square feet. As a result, the requested total building coverage of the subject property is 1,874-square feet, or 38.4 percent.

At its April 5, 2016 meeting, by a 6-0 vote, the Village Board moved to approve the Petitioner's requested Variation to permit a total building coverage of 38.4 percent rather than the maximum 35 percent building coverage and directed the Village Attorney to prepare the requisite Ordinance. Consistent with this direction, attached for approval is this proposed Ordinance prepared by the Village Attorney.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance in Case #ZB-01-16 to grant a building coverage Variation to allow a rear yard addition to the existing single family home at 3738 West Columbia Avenue.

THIS SPACE FOR RECORDERS USE ONLY

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE GRANTING A BUILDING COVERAGE VARIATION  
FOR THE CONSTRUCTION OF A ONE-STORY ADDITION  
TO AN EXISTING RESIDENTIAL STRUCTURE**

(3738 West Columbia Avenue)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_ DAY OF MAY, 2016.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
\_\_\_ day of May, 2016

\_\_\_\_\_  
Village Clerk

**AN ORDINANCE GRANTING A BUILDING COVERAGE VARIATION  
FOR THE CONSTRUCTION OF A ONE-STORY ADDITION  
TO AN EXISTING RESIDENTIAL STRUCTURE**

(3738 West Columbia Avenue)

WHEREAS, Adrian Tise ("**Owner**") is the record title owner of that certain property located in the R-3 Residential District ("**R-3 District**"), commonly known as 3738 West Columbia Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

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

WHEREAS, pursuant to Section 4.11 of the Zoning Ordinance, the maximum building coverage on a lot in the R-3 District is 35%; and

WHEREAS, the Owner desires to construct a 722-square-foot one-story addition to the existing Structure ("**Proposed Addition**"); and

WHEREAS, upon the construction of the Proposed Addition, the building coverage on the Property will be approximately 38.4%, in violation of the maximum building coverage regulation set forth in Section 4.11 of the Zoning Ordinance; and

WHEREAS, in order to construct the Proposed Addition, the Owner has filed an application for a variation from the maximum building coverage regulation set forth in Section 4.11 of the Zoning Ordinance ("**Requested Variation**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("**ZBA**") to consider approval of the Requested Variation was duly advertised in the *Lincolnwood Review* on January 28, 2016 and held on February 17, 2016; and

WHEREAS, on February 17, 2016, 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 meet the required standards for variations as set forth in Article V of the Zoning Ordinance; and

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

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

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

SECTION 2. APPROVAL OF REQUESTED BUILDING COVERAGE 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 4.11 of the Zoning Ordinance to increase the maximum building coverage allowed on the Property, from 35% (1,706 square feet) to approximately 38.4% (1,874 square feet), to permit the construction of the Proposed Addition on the Property.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section 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 Structure, the Proposed Addition, and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Structure, the Proposed Addition, and the Property must comply with the site plan prepared by Laszlo Simovic, Architects, LLC, consisting of 1 sheet, and dated April 26, 2016, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (collectively, the "*Plans*").
- C. Limitation of Variation. The variation granted in Section 2 of this Ordinance apply and are limited only to the Structure and the Proposed Addition, all as depicted in the Plans. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Structure or the Proposed Addition without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals 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 approvals 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 will be governed solely by the regulations of the R-3 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals 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 become effective only upon the occurrence of all of the following events:
  - 1. Passage by the Village President and Board of Trustees in the manner required by law;
  - 2. Publication in pamphlet form in the manner required by law; and
  - 3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within

30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this \_\_\_ day of May, 2016.

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

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

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

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

APPROVED by me this \_\_\_ day of May, 2016.

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 20 AND THE EAST 10.00 FEET OF LOT 21 IN BLOCK 5 IN LINCOLN AVENUE GARDENS, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF THE SOUTHWEST ¼ OF FRACTIONAL SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED FEBRUARY 11, 1927, AS DOCUMENT 9548461, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3738 West Columbia, Lincolnwood, Illinois.

PIN: 10-35-304-031-0000

**EXHIBIT B**

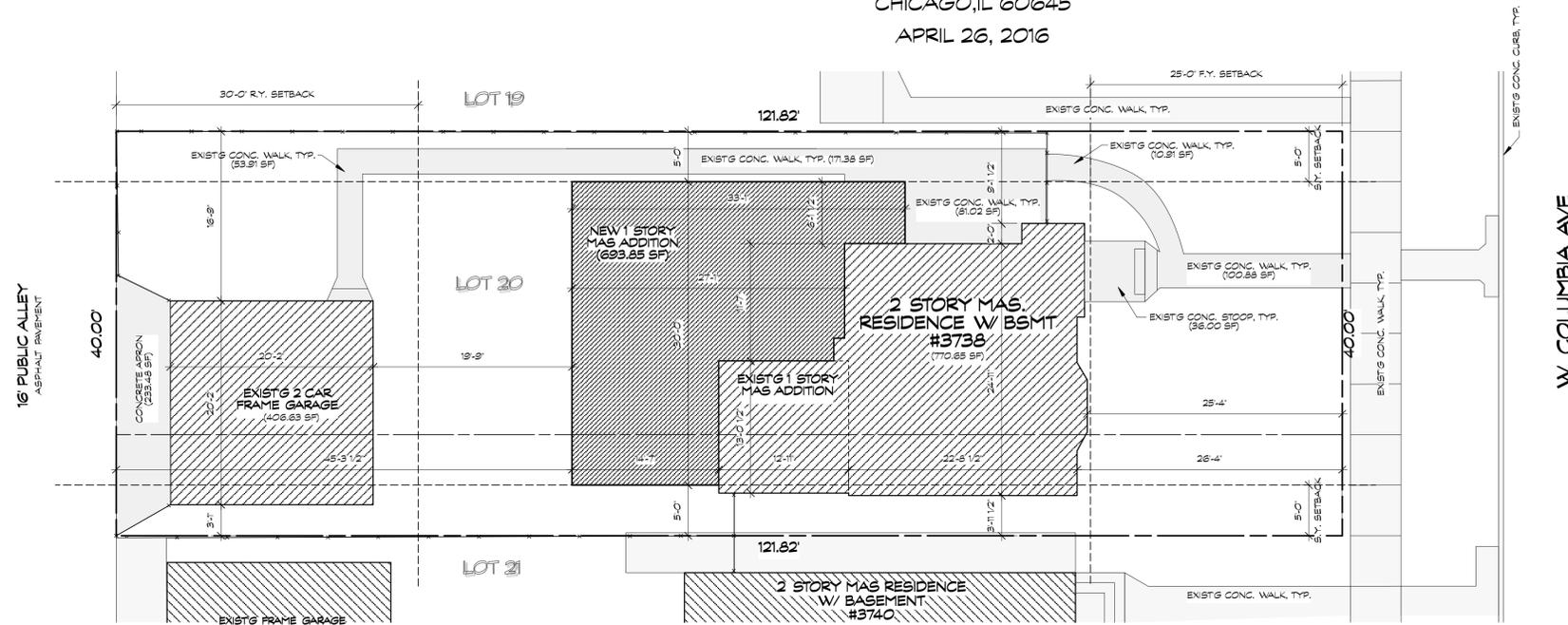
**PLANS**

# NEW 1 STORY MAS. ADDITION TO EXIST'G S.F.R.

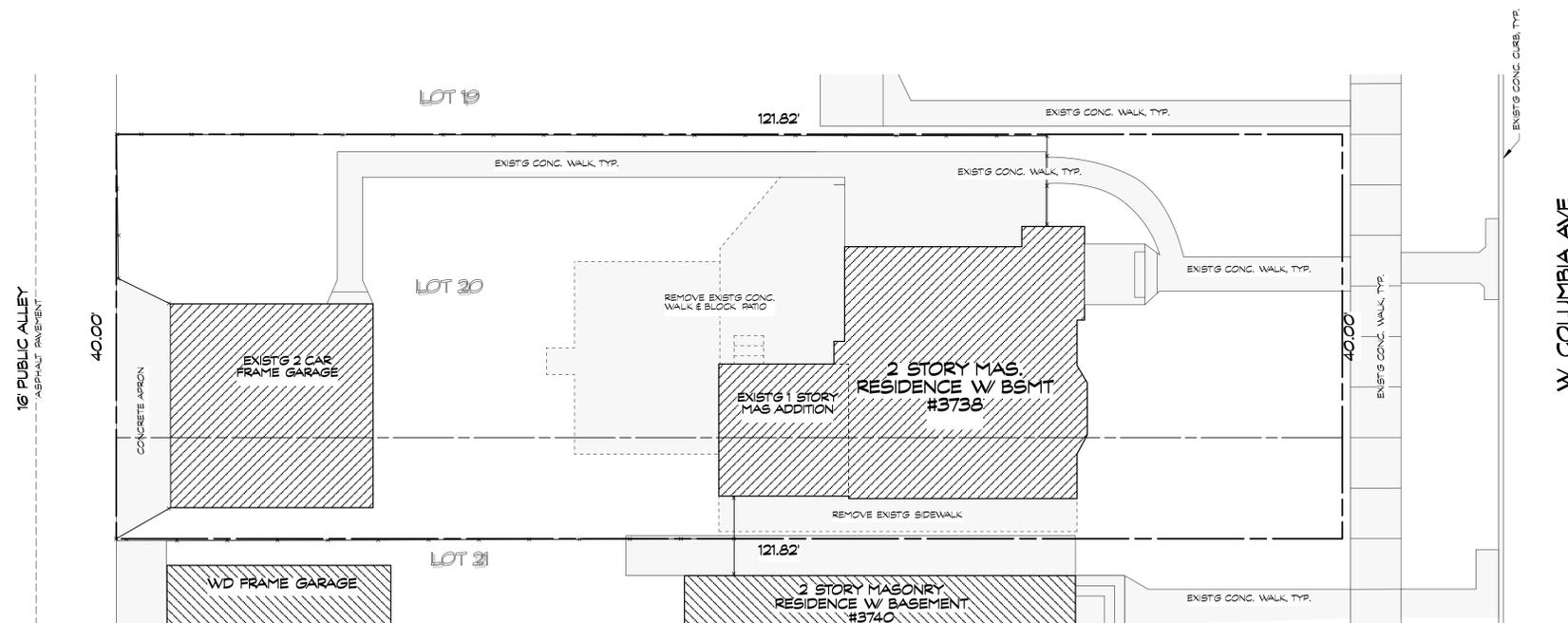
LOCATION: 3738 W. COLUMBIA AVE.  
LINCOLNWOOD, IL 60712

OWNER: MR. & MRS. ADRIAN TISE  
3738 W COLUMBIA AVE  
LINCOLNWOOD, IL 60712

ARCHITECT: LASZLO SIMOVIC, ARCHITECTS, L.L.C.  
6512 N. ARTESIAN AVE  
CHICAGO, IL 60645  
APRIL 26, 2016



**NEW SITE PLAN**  
SCALE: 1/8" = 1'-0"



**DEMO SITE PLAN**  
SCALE: 1/8" = 1'-0"

**PROJECT TO COMPLY W/:**

- 2009 International Building Code
- 2009 International Residential Code
- 2009 International Fire Code
- 2011 National Electrical Code
- 2009 International Mechanical Code
- 2009 International Property Maintenance Code
- 2009 International Fuel Gas Code
- 2012 International Energy Conservation Code
- Illinois Plumbing Code, Current Edition

**ZONING: R-3**

REQUIREMENTS:	REQUIRED:	PROPOSED:
LOT SIZE: 4,872.8 SF		
<b>TOTAL LOT COVERAGE:</b>	2,923.68 SF MAX ALLOWED (60%)	1,871.17 SF
	BUILDING COVERAGE:	136.88 SF
	F.Y. COVERAGE:	694.02 SF
	R.Y. COVERAGE:	182.29 SF
	S.Y. COVERAGE:	2,884.36 SF (59.19% Coverage)
<b>BUILDING COVERAGE:</b>	1,705.48 SF MAX ALLOWED (35%)	770.69 SF
	EXIST'G 1ST FL.:	406.63 SF
	EXIST'G GARAGE:	693.65 SF
	PROPOSED ADDITION:	1,871.17 SF (38.40% Coverage)
<b>F.Y. COVERAGE:</b>	500 SF MAX (50% OF 1,000 SF)	136.88 SF (13.68% Coverage)
	SIDEWALK: 100.88 SF	
	STOOP: 36.00 SF	
<b>R.Y. COVERAGE:</b>	360 SF MAX (90% OF 1,200 SF)	53.91 SF
	EXIST'G SIDE WALK:	233.48 SF
	EXIST'G APRON (DRIVE):	406.63 SF
	EXIST'G GARAGE:	694.02 SF (57.8% Coverage)
<b>S.Y. COVERAGE:</b>	688.2 SF TOTAL	171.35 SF
	EXIST'G SIDEWALK:	10.91 SF
	EXIST'G SIDEWALK:	182.29 SF (27.28% Coverage)
<b>TOTAL FLOOR AREA:</b>	3,216 SF MAX (66% OF 4,872.8)	765.61 SF
	EXIST'G 1ST FL.:	406.63 SF
	EXIST'G GARAGE:	693.65 SF
	PROPOSED 1ST FL ADD:	599.91 SF
	EXIST'G 2ND FLOOR:	2,463.5 SF (50.56% Lot Area)
<b>F.Y. SETBACK:</b>	25'-0"	
<b>S.Y. SETBACK:</b>	5'-0" (EACH)	
<b>R.Y. SETBACK:</b>	30'-0"	
<b>GARAGE SETBACK:</b>	15'-0" FROM HOUSE	

I CERTIFY THAT I AM THE REGISTERED ENERGY PROFESSIONAL FOR THIS PROJECT. I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THE ATTACHED PLAN FOR: 3738 W. COLUMBIA AVE., LINCOLNWOOD, IL 60712 DOES COMPLY WITH THE REQUIREMENTS OF CHAPTER 18-13, ENERGY CONSERVATION, OF THE INTERNATIONAL CODE OF CHICAGO AS OF APRIL 22, 2009.

SIGNED: *Laszlo Simovic* ARCHITECT DATE: APRIL 26, 2016  
ILLINOIS LICENSE NUMBER: 2009-012275

THESE DRAWINGS ARE PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE & BELIEF, ARE IN COMPLIANCE WITH THE CITY OF CHICAGO BUILDING CODE.

*Laszlo Simovic*  
PROFESSIONAL DESIGNER LICENSE NO. 184.006791  
EXPIRES 12/31/2017

**EXHIBIT C**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Adrian Tise ("**Owner**") is the record title owner of that certain property located in the R-3 Residential District, commonly known as 3738 West Columbia Avenue, in the Village ("**Property**"); and

**WHEREAS**, Ordinance No. 2016-\_\_\_\_\_, adopted by the Village President and Board of Trustees on May \_\_, 2016 ("**Ordinance**"), grants a variation from "The Village of Lincolnwood Zoning Ordinance" to permit the construction of a one-story addition to the structure 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 does hereby unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of a variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: APRIL 26, 2016

ADRIAN TISE

Adrian Tise

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Approval of an Ordinance in Case #ZB-02-16 to Grant Special Sign Approval and Sign Setback Variation for Replacement of a Pole/Pylon Sign for the Property Located at 7169 North Crawford Avenue

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At the April 19, 2016 Village Board meeting, the Village Board considered the recommendation of the Zoning Board of Appeals (ZBA) to deny a Special Sign Approval and Sign Variations for a replacement pole/pylon sign at the existing Mobil gas station at the intersection of Touhy and Crawford Avenues. Hafiz Yaqoob of Star Bright Investments ("Petitioner"), new property owner of the Mobil gas station, requested Village Board consideration to replace the existing nonconforming pole/pylon sign.

At its April 5, 2016 meeting, by a 6-0 vote, the Village Board moved to approve the Petitioner's requested Special Sign Approval and Sign Setback Variation to permit a replacement pole/pylon sign. The sign orientation Variation was not supported by the Village Board. The Village Board directed the Village Attorney to prepare the requisite Ordinance. Consistent with this direction, attached for approval is this proposed Ordinance prepared by the Village Attorney.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance in Case #ZB-02-16 to grant a Special Sign Approval and a Sign Setback Variation for replacement of a pole/pylon sign for the property located at 7169 Crawford Avenue.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. Z2016-\_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL SIGN APPROVAL AND  
GRANTING VARIATIONS FOR  
THE INSTALLATION OF A FREESTANDING POLE SIGN**

(7169 North Crawford Avenue)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2016

---

Village Clerk

**AN ORDINANCE GRANTING SPECIAL SIGN APPROVAL AND  
GRANTING VARIATIONS FOR  
THE INSTALLATION OF A FREESTANDING POLE SIGN  
(7169 North Crawford Avenue)**

WHEREAS, Star Bright Investments, LLC ("**Applicant**"), is the owner of that certain property located in the B-2 General Business District ("**B-2 District**"), commonly known as 7169 North Crawford 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 located adjacent to, and to the south of, the Touhy Avenue right-of-way, and adjacent to, and to the east of, the Crawford Avenue right-of-way; and

WHEREAS, the Property is improved with a building developed and used for a gas station and a freestanding pole sign ("**Existing Sign**"); and

WHEREAS, pursuant to 11.10(1)iv of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), freestanding pole signs are allowed only upon authorization of a special sign by the Village Board of Trustees; and

WHEREAS, pursuant to Section 11.10(1)iv.1(4) of the Zoning Ordinance, pole signs installed on properties with multiple street frontages must be oriented perpendicular to the primary street right-of-way; and

WHEREAS, pursuant to Section 11.10(1)iv.5 of the Zoning Ordinance, no pole sign may be located closer than 10 feet from an abutting right-of-way; and

WHEREAS, the Applicant desires to remove the Existing Sign and install a new, approximately 18-foot tall, 52-square-foot freestanding pole sign ("**Proposed Sign**") on the Property; and

WHEREAS, the Proposed Sign will not be oriented perpendicular to Touhy Avenue, the primary street right-of-way adjacent to the Property, in violation of 11.10(1)iv.1(4) of the Zoning Ordinance; and

WHEREAS, the Proposed Sign will be located approximately seven feet from the Touhy Avenue right-of-way and approximately 7.5 feet from the Crawford Avenue right-of-way, in violation of Section 11.10(1)iv.5 of the Zoning Ordinance; and

WHEREAS, in order to permit the construction of the Proposed Sign on the Property, the Applicant filed an application for: (i) approval of the Proposed Sign as a special sign, pursuant to Section 11.10(1)iv of the Zoning Ordinance ("**Special Sign Request**"); (ii) a variation from Section 11.10(1)iv.1(4) of the Zoning Ordinance to eliminate the requirement that the Proposed Sign be oriented perpendicular to the Touhy Avenue right-of-way ("**Requested Sign Orientation Variation**"); and (iii) variations from Section 11.10(1)iv.5 of the Zoning Ordinance to permit the installation of the Proposed Sign at a location approximately seven feet from the Touhy Avenue right-of-way and approximately 7.5 feet from the Crawford Avenue right-of-way ("**Requested Sign Setback Variations**") (collectively, the "**Requested Relief**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("**ZBA**") to consider approval of the Requested Relief was duly advertised in the *Lincolnwood Review* on February 25, 2016, and held on March 16, 2016; and

WHEREAS, on March 16, 2016, the ZBA made findings and recommendations opposing the Requested Relief; and

WHEREAS, the Village President and Board of Trustees have determined that the Special Sign Request and the Requested Sign Setback Variations meet the required standards for special sign authorization and variations as set forth in Article XI of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have further determined that the Requested Sign Orientation Variation does not meet the required standards for special sign authorization and variations as set forth in Article XI 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 Special Sign Request and the Requested Sign Setback Variations, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. AUTHORIZATION OF A SPECIAL SIGN. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, and in accordance with, and pursuant to, Section 11.10 of the Zoning Ordinance and the home rule powers of the Village, the Village hereby authorizes the installation and maintenance of the Proposed Sign on the Property as a special sign ("**Approved Sign**").

SECTION 3. GRANT OF SIGN SETBACK VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, and in accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, the Village hereby grants variations from Section 11.10(1)iv.5 of the Zoning Ordinance to decrease the minimum exterior property line setback for the Approved Sign on the Property, from 10 feet to seven feet along the Touhy Avenue right-of-way and from 10 feet to 7.5 feet along the Crawford Avenue right-of-way.

SECTION 4. DENIAL OF SIGN ORIENTATION VARIATION. In accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, the Village hereby denies the Requested Sign Orientation Variation.

SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Sections 2 and 3 of this Ordinance are hereby expressly subject to, and

contingent upon, the development, use, and maintenance of the Approved Sign and the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of all signs on the Property (including, without limitation, the Approved Sign) and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
  
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer (for matters within his permitting authority) in accordance with all applicable Village standards, the installation, use, operation, and maintenance of the Approved Sign must comply with the sign plan prepared by Everbrite, consisting of one sheet, with a latest revision date of January 20, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.
  
- 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 Applicant 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 Applicant is 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 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant, and each of its heirs, representatives, successors, and assigns.

SECTION 7. 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, as applicable, the approvals granted in Sections 2 and 3 of this Ordinance may, 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 approvals granted in Sections 2 and 3 of this Ordinance 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 revocation, the development and use of the Approved Sign and the Property 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 Administrator and Village Attorney are hereby

authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 8. AMENDMENTS. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Applicant 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 9. 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 10. 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 Applicant 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 Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 10.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_\_ day of May, 2016.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of May, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

---

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

#40863520\_v2

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

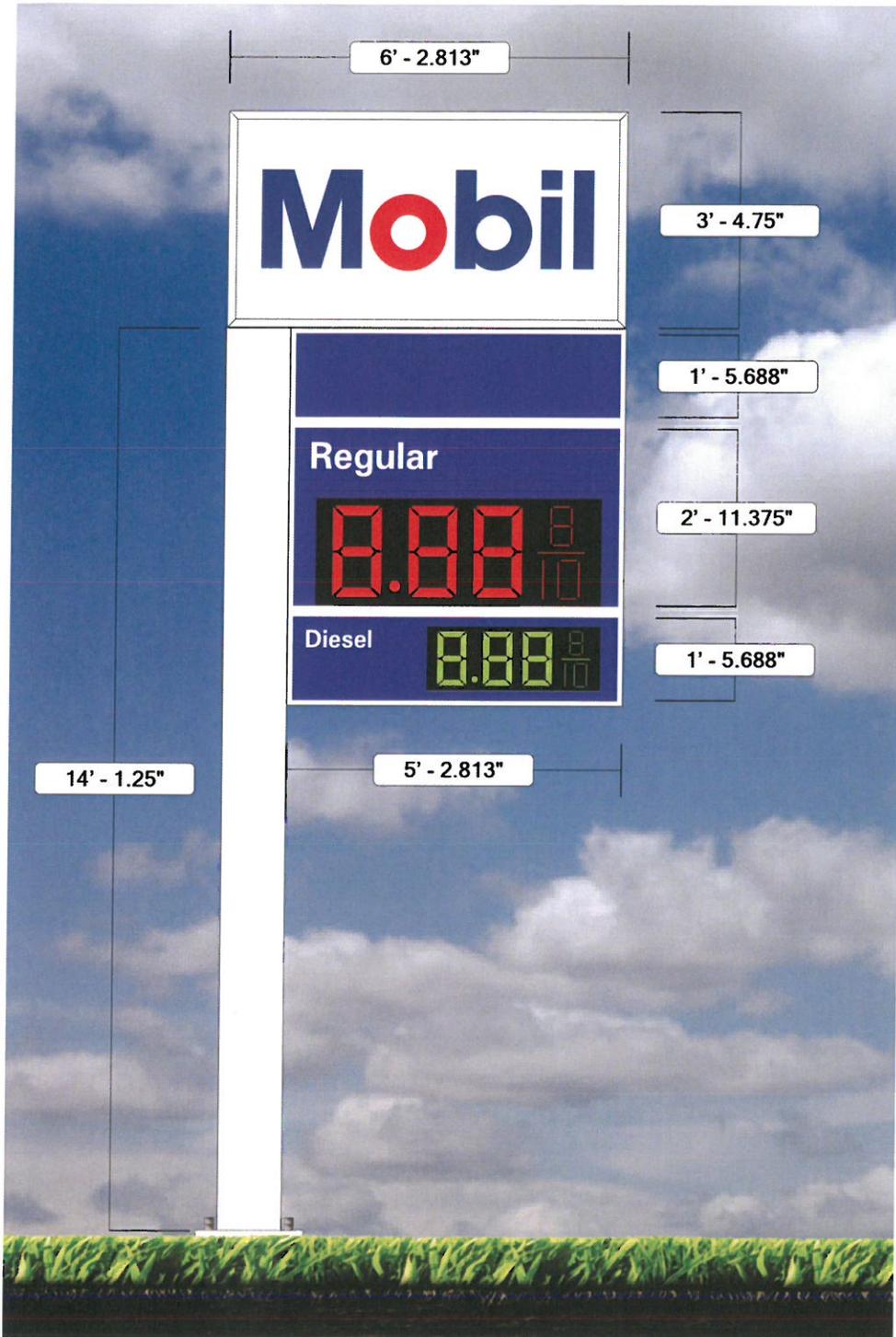
THE NORTH 150 FEET OF THE WEST 150 FEET (EXCEPT THE NORTH 10 FEET AND THE WEST 40 FEET TAKEN FOR WIDENING STREETS) OF LOT 1 IN THE SUBDIVISION OF THE NORTH 10 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7169 North Crawford Avenue, Lincolnwood, Illinois.

PIN: 10-35-100-001-0000

**EXHIBIT B**

**SIGN PLAN**



Notes:  
**\*\*CUSTOM BASE PLATE\*\***Blank blue face for a future Synergy logo face.

Customer: Mobil  
 Sign System: B Model  
 Overall Height: 18' 0"  
 Pole Length: 14' 1.25"  
 Ground Clearance: 8' 8.498"  
 Total Square Footage: 52.033'  
 4 Line Auxiliary Cabinet Height: 5' 10.752"  
 Digit Size: 18", 10"

		<small>DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.</small>	
Customer: Mobil		Description: B MID 2P	
Project No: PP337796AP	Scale: N/A	Customer Approval: NOTE: Unless specified by customer, all depth of embossing will be determined by Everbrite Engineering or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.	
Date: 1/20/2016 2:17:10 PM	Drawn By: Barb Cameron		
Location & Site No: EM11011-1, 7169 N CRAWFORD AVENUE, LINCOLNWOOD, IL, 60646		Revised: <input type="checkbox"/> Please read carefully, check appropriate Sketch OK as is Revised: <input type="checkbox"/> box and fax back to Everbrite: <input type="checkbox"/> New Sketch Required	
		_____ SIGNATURE <span style="float: right;">DATE</span>	

**EXHIBIT C**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Star Bright Investments, LLC ("**Applicant**"), is the owner of that certain property located in the B-2 General Business District, commonly known as 7169 North Crawford Avenue, in the Village ("**Property**"); and

**WHEREAS**, Ordinance No. Z2016-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_, 2016 ("**Ordinance**"), grants special sign authorization and variations from "The Village of Lincolnwood Zoning Ordinance", as amended, to the Applicant for the installation of a freestanding pole sign on the Property; and

**WHEREAS**, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files, 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;

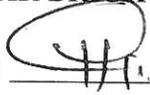
**NOW, THEREFORE**, the Applicant does hereby agree and covenant as follows:

1. The Applicant 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 Applicant 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 Applicant 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 special sign authorization or variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant 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 special sign authorization and variations for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: April 27<sup>th</sup>, 2016

**STAR BRIGHT INVESTMENTS, LLC**

By: 

Its: Officer

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of an Ordinance Waiving the Bid Process and Awarding a Proposal from Christopher B. Burke Engineering, Ltd. for the Design of Landscaped Median Improvements on Lincoln Avenue within the Village

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In 2005, the Lincoln Avenue task force developed a comprehensive plan to guide redevelopment and revitalization within the Lincoln Avenue Corridor. The Task Force report was ultimately adopted by the Village Board and incorporated into the Village's Comprehensive Plan. Two key recommendations of the report were to modify the Village's land use codes to encourage new uses and to create a unified corridor streetscape plan for the public right-of-way. In July 2009, the Village Board approved the Lincoln Avenue Streetscape Master Plan. The plan included roadway and parkway streetscape improvements, entryway monuments and Village Hall and Promenade improvements.

Since approval of the plan several items have been completed:

- Village Hall Promenade update
- Striping of parking lanes on Lincoln Avenue
- An Illinois Transportation Enhancement Program grant (ITEP) was secured to install a bike lane on Lincoln Avenue, which is anticipated to occur in 2017
- Replacement of street lights on Lincoln Avenue

In 2015, staff worked with Christopher B. Burke Engineering, Ltd. (CBBEL) and their in-house landscape architect to develop a design proposal and cost estimate to implement updated and new landscaped medians along Lincoln Avenue. On January 19, 2016 staff presented a concept plan to the Village Board at a Committee of the Whole (COTW) meeting. The concept plan includes the installation of raised beds with perennial landscaping, irrigation and brick edging. The project includes all of the medians on Lincoln Avenue from Jarvis Avenue south to Devon Avenue. Medians that currently do not have plantings would become landscaped. The proposal does not contemplate any modifications within the parkway. The concept plan was received favorably at the COTW meeting by the Village Board. Staff was directed to return to the Budget Workshop in February 2016 with an update as to the budget impact for the project. At the February 18, 2016 Budget Workshop the Village Board directed staff to move forward with inclusion of the project within the budget as presented.

The attached proposal from CBBEL is for design engineering services in the amount of \$34,788. The construction estimate for the project is \$850,000. The proposal is 4% of the total construction cost estimate.

Staff recommends waiving the bid process and awarding a contract to CBBEL to design the Lincoln Avenue median project. The Village has utilized CBBEL as the Village Engineer for the last two years. They act in an official capacity as the Village Engineer on all Public Works and Community Development construction projects and consistently complete projects in a timely fashion. They also developed the concept plan for the Lincoln Avenue median project which provides them with increased knowledge of the project for the design phase.

**FINANCIAL IMPACT:**

Funding for this project is split between the General Fund, Devon-Lincoln Tax Increment Financing (TIF) Fund and the Lincoln-Touhy TIF. The funding breakdown for the project is as follows:

- \$480,000 General Fund
- \$194, 225 Devon-Lincoln TIF Fund
- \$175,775 Lincoln-Touhy TIF Fund

---

Total \$850,000

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Proposal from Christopher B. Burke Engineering, Ltd.

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance waiving competitive bidding and authorizing an agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for the provision of engineering services to design landscaped medians on Lincoln Avenue within the Village.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2016- \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING  
AND APPROVING A DESIGN ENGINEERING SERVICES AGREEMENT  
FOR LINCOLN AVENUE STREETScape IMPROVEMENTS  
WITH CHRISTOPHER B. BURKE ENGINEERING LTD., OF ROSEMONT, ILLINOIS**

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, on July 16, 2009, the Village President and Board of Trustees approved Resolution No. 2009-1517 adopting the “Lincoln Avenue Streetscape Master Plan” to provide for the planning, design, and installation of roadway and parkway streetscape improvements along Lincoln Avenue, entryway monuments, and Village Hall and Promenade improvements (“*Streetscape Plan*”); and

WHEREAS, the Streetscape Plan contemplates the installation of landscaped medians within the Lincoln Avenue right-of-way (collectively, the “*Proposed Medians*”); and

WHEREAS, the Village now desires to procure design engineering services for the construction of the Proposed Medians (“*Services*”); and

WHEREAS, Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois (“*CBBEL*”), has submitted a proposal to the Village to complete the Phase I Services, in an amount not to exceed \$34,788.00 (“*Proposal*”);

WHEREAS, CBBEL currently serves as Village Engineer, has unique knowledge of the design and condition of the Village’s roadway system generally, and, having completed the concept plan for the Proposed Medians, has unique knowledge of the Lincoln Avenue right-of-way and the Streetscape Plan specifically; and

WHEREAS, the Village President and Board of Trustees have determined that CBBEL is uniquely qualified to complete the Services in an efficient, timely, and cost-effective manner, and that is appropriate and in the best interests of the Village for CBBEL to complete the Services; and

WHEREAS, the Village desires to enter into an agreement with CBBEL for the completion of the Services, in accordance with the Proposal (“*Agreement*”); and

WHEREAS, in order to enter into the Agreement, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the Agreement and the completion of the Services by CBBEL, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended (“*Village Code*”); and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interests of the Village to enter into the Agreement for the completion of the Phase I Services;

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Services and the Agreement are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and CBBEL 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 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by CBBEL; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2016

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

#40908244\_v1

**EXHIBIT A**  
**AGREEMENT**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 21, 2016

Village of Lincolnwood  
7001 N. Lawndale Avenue  
Lincolnwood, IL 60712

Attention: Ms. Ashley R. Engelmann  
Public Works Director

Subject: **Proposal for Professional Engineering Services  
Lincoln Avenue Landscaped Medians  
Village of Lincolnwood**

Dear Ashley:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal to provide Professional Engineering Services for the Lincoln Avenue Landscaped Medians. Below are our Understanding of Assignment, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF ASSIGNMENT**

CBBEL understands that the Village of Lincolnwood desires to install landscaping within the existing medians along Lincoln Avenue from Jarvis to Devon. The Village anticipates utilizing local money to fund the project.

We understand that the improvements generally consist of: median pavement removal, brick ribbon behind existing curb, installation of irrigation system, and landscaping. This project is scheduled for fall 2016 construction.

**SCOPE OF SERVICES**

**Task 1 – Landscape and Irrigation Plan:**

Prepare a landscape and irrigation plan for the medians along Lincoln Avenue that is in accord with the median landscape concept that was presented to the Village board in December of 2015.

At 75% complete CBBEL will deliver a complete plan to the Village staff and any committee for review and comment.

CBBEL will make adjustments to the plan based upon the comments and then finalize the plan for bidding.

The landscape plan will show the location, size, spacing and type of plant species. A plant list indicating the plant symbols, botanical name, and the size of all plant material specified will be placed on the plans.

**Task 2 – Cost Estimate:**

In association with the plan CBBEL will prepare a detailed cost estimate.

**Task 3 – Details and Specifications:**

CBBEL will prepare installation details and specifications for the bidding of the median landscaping and irrigation system.

**Task 4 – Permitting:**

Once the plans are prepared, CBBEL will submit a permit application to the Illinois Department of Transportation (IDOT) for performing work within their Right of Way.

**Task 5 – Bidding Assistance:**

Upon approval of the plans, CBBEL will assist the Village in soliciting bids, provide a tabulation of received bid pricing, and make a recommendation of award.

**ESTIMATE OF FEE**

<b><u>TASK</u></b>	<b><u>FEE</u></b>
Task 1 - Landscape and Irrigation Plan	\$22,440
Task 2 - Cost Estimate	\$3,316
Task 3 - Details and Specifications	\$4,696
Task 4 - Permitting	\$2,402
Task 5 - Bidding Assistance	\$1,434
Direct Costs	\$500
<b>TOTAL</b>	<b>\$34,788</b>

The manhour and fee breakdown is contained in Exhibit A.

We will bill you at the hourly rates specified in our previously accepted Master Agreement. Direct costs for printing, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Exhibit A

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF LINCOLNWOOD.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LINCOLN AVENUE MEDIANS  
LINCOLNWOOD, IL  
WORK EFFORT AND FEE STRUCTURE  
EXHIBIT A**

Classification	LAND. ARCH.		CIVIL ENG IV		CAD MANAGER		CAD II		MECH. ENG III		Total	
	\$	121	\$	121	\$	121	\$	112	\$	112	Hours	Cost
Task 1 - Landscape and Irrigation Plan		72		24		8		24		64	192	\$ 22,440.00
Task 2 - Cost Estimate		12		8						8	28	\$ 3,316.00
Task 3 - Details and Specifications		16		8						16	40	\$ 4,696.00
Task 4 - Permitting		4		12		2				2	20	\$ 2,402.00
Task 5 - Bidding Assistance		2		8						2	12	\$ 1,434.00
<b>Subtotal</b>		<b>106</b>		<b>60</b>		<b>10</b>		<b>24</b>		<b>92</b>	<b>292</b>	
% of Hours		36.3%		20.5%		3.4%		8.2%		31.5%		
Total Cost	\$	12,826	\$	7,260	\$	1,210	\$	2,688	\$	10,304	Total Payroll Cost =	\$ 34,288
											Direct Costs =	\$ 500
											<b>TOTAL COST =</b>	<b>\$ 34,788</b>

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 7

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of an Amendment to the Local Agency Agreement as Required by the Illinois Department of Transportation for Participation in the Congestion Mitigation Air Quality Grant Program for Construction of a Recreation Path on the Former Union Pacific Railroad Property

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In 2010, the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant to fund 80% of the cost to construct a recreation path on the former Union Pacific railway land. In August of 2011 the Village was notified that the grant was received.

On March 1, 2016 the Village Board approved a local agency agreement as required by the Illinois Department of Transportation (IDOT) outlining the financial responsibilities of each party involved in the project.

The original grant award was for \$955,000. In 2016, the Village Engineer performed an updated cost estimate which indicated that additional project funding would be needed. The updated cost estimate included the change in construction costs since the original grant application, as well as costs associated with special waste removal and pedestrian crosswalk improvements required by the Illinois Department of Transportation (IDOT). On April 7, 2016 Staff requested additional funds in the amount of \$200,000 from the CMAQ Review Board. Funds were approved. The attached amendment to the local agency agreement reflects the updated grant amount.

This project is scheduled for the June, 2016 IDOT letting with construction expected to begin in September of 2016. The project is anticipated to be complete by the end of 2016.

**FINANCIAL IMPACT:**

The local match for the project is \$231,000 which will be funded out of the Northeast Industrial District Tax Increment Financing Funds.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Amendment to the Local Agency Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving an amendment to the local agency agreement for the Union Pacific recreation path project.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. 2016- \_\_\_\_\_**

**A RESOLUTION APPROVING AN AMENDMENT TO  
THE LOCAL AGENCY AGREEMENT FOR  
THE UNION PACIFIC RECREATION PATH PROJECT**

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 Federal Highway Administration and the Federal Transit Administration jointly administer the Congestion Mitigation and Air Quality Improvement program ("**CMAQ**"), which authorizes state departments of transportation to award grants for surface transportation projects that are designed to improve air quality and reduce congestion; and

WHEREAS, the Illinois Department of Transportation ("**IDOT**") administers CMAQ grants; and

WHEREAS, the Village applied for, and received, a CMAQ grant for the construction of a recreation path on the former Union Pacific railway right-of-way ("**Project**"); and

WHEREAS, as a condition of receiving the CMAQ grant, the Village must enter into a Local Agency Agreement for Federal Participation with IDOT for the Project ("**Local Agency Agreement**"); and

WHEREAS, on March 1, 2016, the Village President and Board of Trustees adopted Ordinance No. 2016-3195, approving, among other things, the Local Agency Agreement to reflect a CMAQ grant for the Project in the amount of \$924,000.00; and

WHEREAS, due to the necessity of additional funds to complete the Project, the Village and IDOT desire to enter into an amendment to the Local Agency Agreement to reflect a new total Project amount of \$1,155,000 ("**Amendment**"); and

WHEREAS, IDOT further requires, as a condition of issuance of the CMAQ grant, that the Village pledges to appropriate Village funds for completion of the Project, in an amount equal to 20 percent of the estimated cost of construction; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Amendment to the Local Agency Agreement with IDOT;

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 AMENDMENT TO LOCAL AGENCY AGREEMENT. The Amendment to the Local Agency Agreement by and between the Village and IDOT 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 Village Attorney.

SECTION 3. EXECUTION OF AMENDMENT TO LOCAL AGENCY AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Amendment to the Local Agency Agreement and all necessary documentation related thereto.

SECTION 4. PLEDGE OF VILLAGE FUNDING. The President and Board of Trustees hereby pledge their intent to appropriate funds for completion of the Project, in an amount equal to 20 percent of the estimated cost of construction of the Project, which amount is currently estimated as \$231,000.

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

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

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

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

---

Beryl Herman, Village Clerk

Village of Lincolnwood, Cook County, Illinois

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**EXHIBIT A**

**AMENDMENT TO LOCAL AGENCY AGREEMENT**

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Amendment # 1 for Federal Participation</b>	Local Public Agency Village of Lincolnwood	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 09-00051-00-BT	Fund Type: CMAQ	ITEP / SRTS / HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-046-13	CMM-4003(092)				

This Amendment 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 have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans 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**

Location Union Pacific Multi-use Trail Route n/a Length 1.10Mi  
Termini Devon Avenue to Touhy Avenue

Current Jurisdiction LPA TIP Number 02-10-0001 Existing Structure No n/a

**Amended Division of Cost**

Type of Work	CMAQ	%	%	LPA	%	Total
Participating Construction	852,000	( * )	( )	213,000	( BAL )	1,065,000
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering	72,000	( * )	( )	18,000	( BAL )	90,000
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 924,000</b>			<b>\$ 231,000</b>		<b>\$ 1,155,000</b>

\* Maximum FHWA (CMAQ) participation 80% not to exceed \$924,000

**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**

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

**ADDENDA**

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

Addendum #1 - Location Map

(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

**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 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

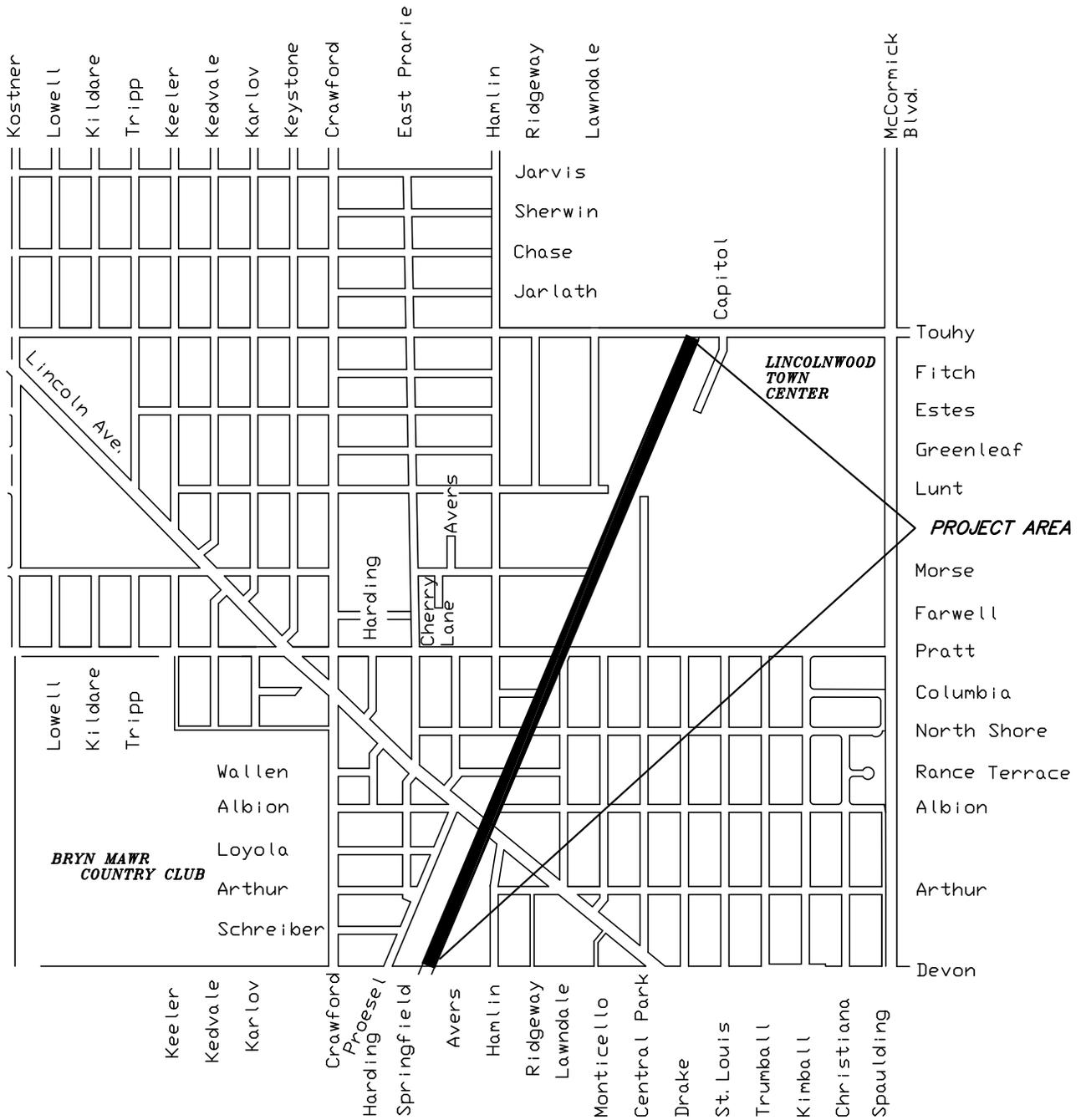
William M. Barnes, Chief Counsel

Date

Jeff Heck, 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.**



*ADDENDUM #1: LOCATION MAP  
 UNION PACIFIC RIGHT-OF-WAY  
 SECTION NO: 09-00051-00-BT  
VILLAGE OF LINCOLNWOOD*

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 8

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of an Amendment to the Local Agency Agreement as Required by the Illinois Department of Transportation for Participation in the Congestion Mitigation Air Quality Grant Program for Construction of a Recreation Path on the Commonwealth Edison Right-of-Way

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In 2009, the Village applied for a Congestion Mitigation Air Quality ("CMAQ") grant to fund 80% of the cost to construct a recreation path on the Commonwealth Edison ("ComEd") right-of-way. In November of 2010 the Village was notified that the grant was received.

On September 16, 2014 the Village Board approved a local agency agreement as required by the Illinois Department of Transportation (IDOT) outlining the financial responsibilities of each party involved in the project.

The original grant award was for \$1,010,000. In January of 2016 IDOT opened bids for the project. The lowest responsible bidder was \$140,000 above the total project cost. This was due to increased construction costs since the original grant application, as well as costs associated with special waste removal and pedestrian crosswalk improvements required by IDOT. On April 7, 2016 Staff requested additional funds in the amount of \$140,000 from the CMAQ Review Board. Funds were approved. The attached amendment to the local agency agreement reflects the updated grant amount.

Construction is currently underway for the project. The project is anticipated to be complete by the end of July 2016.

**FINANCIAL IMPACT:**

The local match for the project is \$230,000 which will be funded out of the Village's General Fund.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Amendment to the Local Agency Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving an amendment to the local agency agreement for the Commonwealth Edison recreation path project.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. 2016- \_\_\_\_\_**

**A RESOLUTION APPROVING AN AMENDMENT TO  
THE LOCAL AGENCY AGREEMENT FOR  
THE COMMONWEALTH EDISON RECREATION PATH PROJECT**

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 Federal Highway Administration and the Federal Transit Administration jointly administer the Congestion Mitigation and Air Quality Improvement program ("**CMAQ**"), which authorizes state departments of transportation to award grants for surface transportation projects that are designed to improve air quality and reduce congestion; and

WHEREAS, the Illinois Department of Transportation ("**IDOT**") administers CMAQ grants; and

WHEREAS, the Village applied for, and received, a CMAQ grant for the construction of a recreation path on the Commonwealth Edison right-of-way ("**Project**"); and

WHEREAS, as a condition of receiving the CMAQ grant, the Village must enter into a Local Agency Agreement for Federal Participation with IDOT for the Project ("**Local Agency Agreement**"); and

WHEREAS, on September 16, 2014, the Village President and Board of Trustees adopted Ordinance No. 2014-3129, approving, among other things, the Local Agency Agreement to reflect a CMAQ grant for the Project in the amount of \$920,000.00; and

WHEREAS, due to the necessity of additional funds to complete the Project, the Village and IDOT desire to enter into an amendment to the Local Agency Agreement to reflect a new total Project amount of \$1,150,000 ("**Amendment**"); and

WHEREAS, IDOT further requires, as a condition of issuance of the CMAQ grant, that the Village pledges to appropriate Village funds for completion of the Project, in an amount equal to 20 percent of the estimated cost of construction; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Amendment to the Local Agency Agreement with IDOT;

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 AMENDMENT TO LOCAL AGENCY AGREEMENT. The Amendment to the Local Agency Agreement by and between the Village and IDOT 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 Village Attorney.

SECTION 3. EXECUTION OF AMENDMENT TO LOCAL AGENCY AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Amendment to the Local Agency Agreement and all necessary documentation related thereto.

SECTION 4. PLEDGE OF VILLAGE FUNDING. The President and Board of Trustees hereby pledge their intent to appropriate funds for completion of the Project, in an amount equal to 20 percent of the estimated cost of construction of the Project, which amount is currently estimated as \$230,000.

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

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

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

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

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Beryl Herman, Village Clerk

Village of Lincolnwood, Cook County, Illinois

#40865200\_v2

**EXHIBIT A**

**AMENDMENT TO LOCAL AGENCY AGREEMENT**

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Amendment # 1 for Federal Participation</b>	Local Public Agency Village of Lincolnwood	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 09-00052-00-BT	Fund Type: CMAQ	ITEP / SRTS / HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-287-10	CMM-9003(543)				

This Amendment 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 have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans 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**

Location Commonwealth Edison ROWI Route N/A Length 1.34Mi  
Termini Jarvis Avenue to Devon Avenue

Current Jurisdiction LPA TIP Number 02-10-0002 Existing Structure No N/A

**Amended Division of Cost**

Type of Work	CMAQ	%	%	LPA	%	Total
Participating Construction	844,000	( * )	( )	211,000	( BAL )	1,055,000
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering	76,000	( * )	( )	19,000	( BAL )	95,000
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 920,000</b>			<b>\$ 230,000</b>		<b>\$ 1,150,000</b>

\* Maximum FHWA (CMAQ) participation not to exceed \$920,000

**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**

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

**ADDENDA**

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

Addendum #1 - Location Map

(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

**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 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

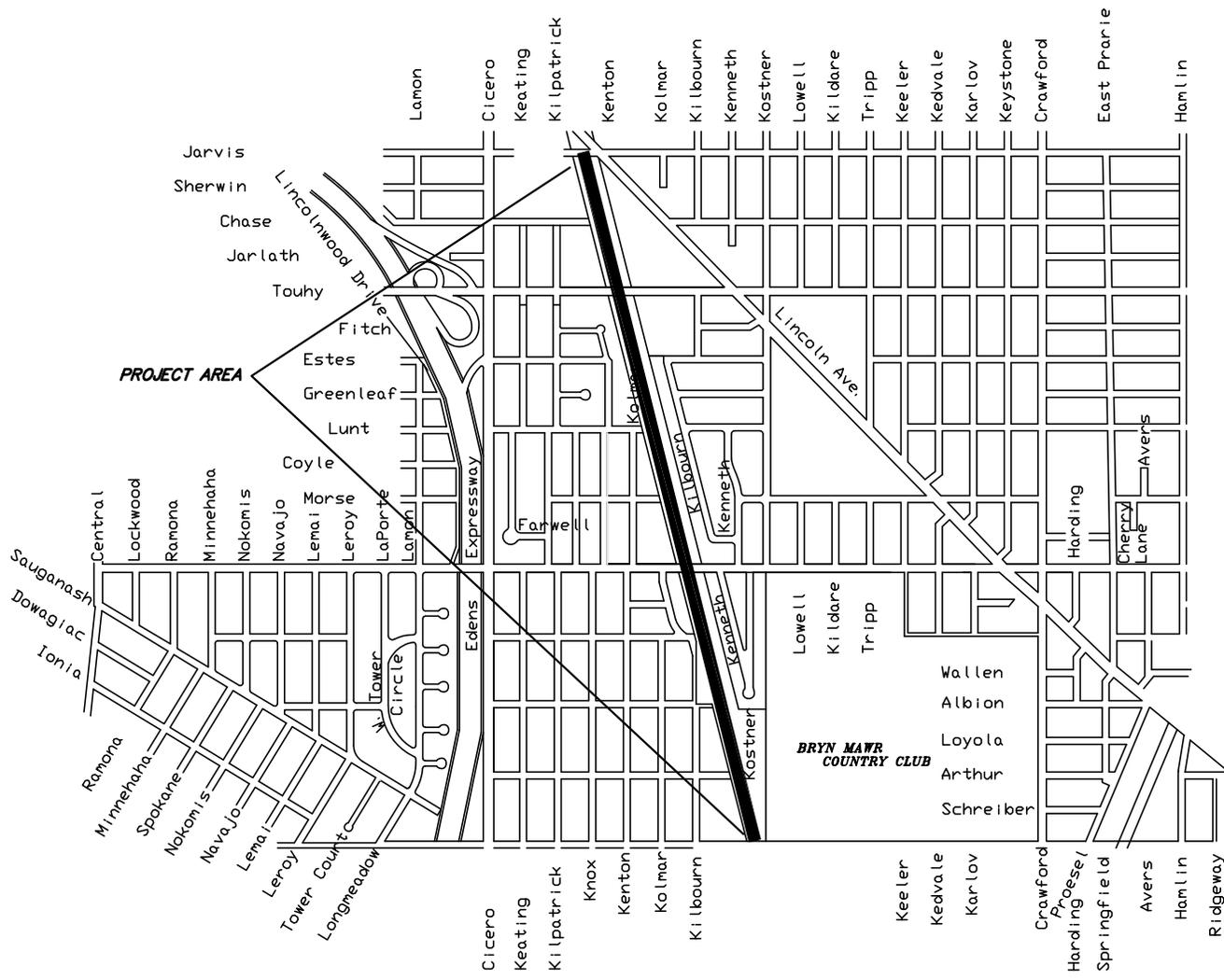
William M. Barnes, Chief Counsel

Date

Jeff Heck, 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.**



ADDENDUM #1: LOCATION MAP  
 COMMONWEALTH EDISON RIGHT-OF-WAY  
 SECTION NO. 09-00052-00-BT  
VILLAGE OF LINCOLNWOOD

# Request for Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 9

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Reject the Bid Received for the 2016 Sidewalk and Curb Replacement Program

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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

On March 31, 2016 a joint bid through the Municipal Partnership Initiative ("MPI") with the Villages of Glencoe, Kenilworth, Wilmette, and Winnetka was advertised in the *Dodge Report* and the *Lincolnwood Pioneer Press* for the 2016 sidewalk and curb replacement program. Bid packets were sent to seven vendors. On April 20, 2016 the Village received and publicly opened one bid.

The sole bid was submitted by Schroeder and Schroeder, Inc. with a total combined price of \$387,924 for all five municipalities. Upon review of the unit prices, the bid submitted by Schroeder and Schroeder is lower than the unit prices paid by the Village in 2015; however, they are higher than what was received by other neighboring communities taking part in a joint bid. In addition, the other MPI joint bid groups received multiple bid responses.

Staff has reached out to each of the plan holders who did not bid. A response was received from one vendor; who indicated that they would likely bid if the Village re-bid the project. Staff recommends rejection of the bid received so that the project may be re-bid to try to obtain additional responses.

**FINANCIAL IMPACT:**

\$102,500 has been budgeted in the fiscal year 2016/2017 annual budget for the removal and replacement of sidewalks.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution

**RECOMMENDED MOTION:**

**Move to approve** a Resolution rejecting the bid received for the 2016 sidewalk and curb replacement program.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION REJECTING THE BID RECEIVED FOR  
THE 2016 SIDEWALK AND CURB REPLACEMENT PROGRAM**

WHEREAS, the Village jointly sought proposals for the award of the 2016 sidewalk and curb replacement program (“*Contract*”) with the Villages of Glencoe, Kenilworth, Wilmette, and Winnetka; and

WHEREAS, the Village received one sealed bid for the Contract; and

WHEREAS, upon investigation, Village Staff has determined that the Village is likely to received additional bids for the Contract by rejecting the one submitted bid for the Contract and re-bidding the Contract; and

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

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

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

SECTION 2. REJECTION OF ALL BIDS RECEIVED. The bid received for the Contract is hereby declared to be unacceptable and is rejected.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

---

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

# Request for Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 10

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Approve a Contract with The Detroit Salt Company of Detroit, Michigan for the Purchase of Bulk Sodium Chloride

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village relies upon bulk sodium chloride (“road salt”) to maintain the safety of roadways during periods of snow and ice. The Village annually purchases approximately 800 tons of bulk rock salt for snow and ice control operations during the winter months.

On March 31, 2016 a joint bid with the Villages of Glencoe, Glenview, Kenilworth, Northbrook, Palatine, Wilmette, and Winnetka was advertised in the *Dodge Report* and the *Lincolnwood Pioneer Press* for the purchase of road salt. Bid packets were sent to six vendors. On April 20, 2016 the Village received and publicly opened four bids.

The following table displays the bids received (prices are for Lincolnwood only):

<b>Vendor</b>	<b>Vendor Location</b>	<b>Price Per Ton</b>	<b>Total Contract Price</b>
Detroit Salt Co.	Detroit, MI	\$65.50	\$52,400
Compass Minerals America, Inc.	Overland Park, KS	\$65.80	\$52,640
Cargill, Inc.	North Olmstead, OH	\$67.50	\$54,000
Morton Salt, Inc.	Chicago, IL	\$70.40	\$56,320

The lowest responsible bidder, meeting all bid specifications, is The Detroit Salt Company (“Detroit Salt”) Staff has checked their references, all of which confirm that Detroit Salt provides quality service in a timely manner, making them the lowest, responsible bidder. Lincolnwood’s price for the 2015/16 season was \$68.19 per ton.

**FINANCIAL IMPACT:**

\$66,000 has been budgeted in the fiscal year 2016/2017 annual budget for the purchase of salt and anti-ice liquids for snow and ice removal.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Bid Proposal
3. Proposed Contract

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving a contract with The Detroit Salt Company of Detroit, Michigan for the purchase of bulk sodium chloride.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-\_\_\_\_\_

**A RESOLUTION APPROVING A CONTRACT WITH  
THE DETROIT SALT COMPANY OF DETROIT, MICHIGAN  
FOR THE PURCHASE OF BULK SODIUM CHLORIDE**

WHEREAS, the Village jointly sought proposals for the award of a contract for the purchase of bulk rock salt ("**Contract**") with the Villages of Glencoe, Glenview, Kenilworth, Northbrook, Palatine, Wilmette, and Winnetka; and

WHEREAS, The Detroit Salt Company of Detroit, Michigan ("**Detroit Salt**"), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2016

---

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

**EXHIBIT A**

**CONTRACT**

VILLAGES OF GLENCOE, GLENVIEW,  
 KENILWORTH, LINCOLNWOOD, NORTHBROOK,  
 PALATINE, WILMETTE, AND WINNETKA  
 CONTRACTS FOR THE  
 2016-17 BULK SODIUM CHLORIDE PURCHASE

**BIDDER'S PROPOSAL**

Proposals to be opened at **10:00 a.m. on Wednesday, April 20, 2016** at Village Hall Council Chambers, Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois.

Name of Bidder The Detroit Salt Company ("*Bidder*")  
 Office \_\_\_\_\_  
 Address 12841 Sanders Street  
 City, State Detroit MI 48217  
 Zip \_\_\_\_\_  
 Contact Person M. Geyer Telephone 313.841.5144  
 Email sales@detroitssalt.com Fax 313.841.0466

TO: Village of Glencoe  
 Village of Glenview  
 Village of Kenilworth  
 Village of Lincolnwood  
 Village of Northbrook  
 Village of Palatine  
 Village of Wilmette  
 Village of Winnetka (collectively, the "*Owners*")

CARE OF: Village of Lincolnwood ("*Bidding Agency*")  
 Public Works Department  
 6900 N. Lincoln Avenue  
 Lincolnwood, Illinois 60712  
 Attn: Andrew Letson, Assistant to the Public Works Director

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_, which are securely stapled to the end of this Bidder's Proposal ("*Bid Package*").**

**Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.**

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with each Owner, in the form of the applicable Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("*Work Site*") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to provide bulk sodium chloride

**PROPOSAL**

(highway deicing salt) to each of the Owners for the 2016-17 winter season, in accordance with the Specifications attached to this Bid Package; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of each respective Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in each Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("**Price Proposal**"), which Bidder understands and agrees will be made a part of the Contract. The Bidder will enter into separate contracts with each Owner.

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work and by the Unit Price set forth below for such Unit Price Item:

**COMPLETE TABLE AS INDICATED**

**SCHEDULE OF PRICES**

Bulk Sodium Chloride (Highway Deicing Salt)	Estimated Quantity (Tons)	Unit Cost	Extension
Village of Glencoe	800	\$ 66.81	\$ 53,448.00
Village of Glenview	1,000	\$ 65.81	\$ 65,810.00
Village of Kenilworth	330	\$ 65.83	\$ 21,723.90
Village of Lincolnwood	800	\$ 65.50	\$ 52,400.00
Village of Northbrook	1,800	\$ 67.21	\$ 120,978.00
Village of Palatine	2,000	\$ 67.21	\$ 134,420.00
Village of Wilmette	1,600	\$ 65.79	\$ 105,264.00
Village of Winnetka	1,200	\$ 65.83	\$ 78,996.00

**BIDDER MUST ATTACH ALL STATEMENTS REQUIRED BY SECTION 16 OF THE GENERAL INSTRUCTIONS TO BIDDERS.**

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owners' estimate only, that Owners reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in each Contract;
2. Owners re not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "*Commencement Date*" set forth in each Contract and will perform the Work diligently and continuously and will complete the Work not later than the "*Completion Date*" set forth in each Contract, but in no event later than April 1, 2017 under any Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 9 and 12 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owners or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time

**PROPOSAL**

Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owners, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owners that Bidder is adequately prepared to fulfill the Contract.

D. Owners' Reliance. Bidder acknowledges that Owners are relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Owners' Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that such Owner will sustain by reason of any such failure and, for such reason, Owners shall have the right, at their option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies they may have against Bidder.

8. **Owner's Rights**

Bidder acknowledges and agrees that Owners reserve the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 12 of the General Instructions to Bidders.

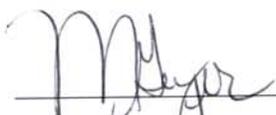
9. **Bidder's Obligations**

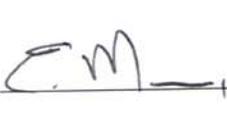
In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 14 day of April, 2016

**ATTEST:**

**BIDDER**

By: 

By: 

Print Name: M. Geyer

Print Name: E. Manos

Title: Manager

Title: President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6,  
FOR SIGNATURE REQUIREMENTS**

ACKNOWLEDGEMENT

VILLAGES OF GLENCOE, GLENVIEW,  
KENILWORTH, LINCOLNWOOD, NORTHBROOK,  
PALATINE, WILMETTE, AND WINNETKA  
CONTRACTS FOR THE  
2016-17 BULK SODIUM CHLORIDE PURCHASE

**BIDDER'S SWORN ACKNOWLEDGEMENT**

E. Manos \_\_\_\_\_ [NAME OF DEPONENT] ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

1. ~~X~~ **Corporation** Limited Liability

The Bidder is a corporation that is organized and existing under the laws of the State of Michigan, that is qualified to do business in the State of Illinois, and that is operating under the legal name of The Detroit Salt Company

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	E. Manos _____	12841 Sanders _____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

The Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

**ACKNOWLEDGEMENT**

3. **Individual**

The Bidder is an individual whose full name is \_\_\_\_\_ whose residence address is and whose business address is \_\_\_\_\_. If operating under a trade or assumed name said trade or assumed name is as follows:  
\_\_\_\_\_ [TRADE OR ASSUMED NAME].

4. **Joint Venture**

The Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_/\_\_\_\_/\_\_\_\_ that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ( )	_____
_____ ( )	_____
_____ ( )	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 14 day of April, 2016

ATTEST:

**BIDDER**

By: Shirley H. Hopewell

By: E. M.

Title: Admin Asst

Title: President

Subscribed and Sworn to

My Commission Expires: 07/07/2016

Before me this 14 day  
of April, 2016

M. Geyer  
Notary Public

[SEAL]

**M GEYER**  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 07-07-2016  
Acting in the County of \_\_\_\_\_

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6,  
FOR SIGNATURE REQUIREMENTS**



**WORK HISTORY**

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this 14 day of April, 2016

**ATTEST:**

**BIDDER**

By: *Shirley H. Higgins*  
 Title: Admin Asst

By: *EM*  
 Title: President

Subscribed and Sworn to  
 Before me this 14 day  
 of April, 2016

My Commission Expires: 07/07/2016

*M Geyer*  
 Notary Public

[SEAL]

**M GEYER**  
 Notary Public, State of Michigan  
 County of Wayne  
 My Commission Expires 07-07-2016  
 Acting in the County of \_\_\_\_\_

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6, FOR SIGNATURE REQUIREMENTS**



DETROIT  
SALT COMPANY

## References

State of Michigan  
Department Management and Budget  
525 W Allegan Street  
Lansing MI 48909  
Lymon Hunter, Buying Manager  
517.241.7015

State of Illinois  
Central Management Services  
401 S South Spring Street  
Springfield IL 62706  
Wayne Ilsley  
217.782.8091

City Chicago  
Department Streets and Sanitation  
121 N LaSalle  
Chicago IL 60602  
John Bieg  
312.744.5445

Genesee County Road Commission  
Purchasing Division  
Joyce McClane  
211 West Oakley Street  
Flint MI 48503  
810.767.4920

Village McCook  
500 Glencoe Ave  
McCook IL 60525  
Richard Paeth  
708.447.2776



DETROIT  
SALT COMPANY

- 1) The Detroit Salt Company stockpile, 3911 South Iron Street Chicago Illinois will service all locations on this bid.
- 2) Magnum Transportation is a Detroit Salt dedicated trucking company, will be delivering all product to all locations on this bid.
- 3) 1,000 tons per day, all locations will be able to get daily deliveries
- 4) The Detroit Salt Company is a rock salt mine



**CONTRACT BETWEEN**  
**VILLAGE OF LINCOLNWOOD**  
**AND**  
**THE DETROIT SALT COMPANY**  
**FOR THE PROVISION OF**  
**2016/2017 Bulk Sodium Chloride**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>ARTICLE I</b> .....	1
<b>1.1 PERFORMANCE OF THE WORK</b> .....	1
<b>1.2 COMMENCEMENT AND COMPLETION DATES</b> .....	2
<b>1.3 REQUIRED SUBMITTALS</b> .....	2
<b>1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS</b> .....	3
<b>1.5 CONDITIONS AT THE WORK SITE; RECORD DRAWINGS</b> .....	3
<b>1.6 TECHNICAL ABILITY TO PERFORM</b> .....	4
<b>1.7 FINANCIAL ABILITY TO PERFORM</b> .....	4
<b>1.8 TIME</b> .....	4
<b>1.9 SAFETY AT THE WORK SITE</b> .....	4
<b>1.10 CLEANLINESS OF THE WORK SITE AND ENVIRONS</b> .....	5
<b>1.11 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY</b> .....	5
<b>1.12 SUBCONTRACTORS AND SUPPLIERS</b> .....	5
<b>1.13 SIMULTANEOUS WORK BY OTHERS</b> .....	6
<b>1.14 OCCUPANCY PRIOR TO FINAL PAYMENT</b> .....	6
<b>1.15 OWNER'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE</b> .....	6
<b>ARTICLE II</b> .....	6
<b>2.1 CHANGES</b> .....	6
<b>2.2 DELAYS</b> .....	7
<b>ARTICLE III</b> .....	7
<b>3.1 INSPECTION; TESTING; CORRECTION OF DEFECTS</b> .....	7
<b>3.2 WARRANTY OF WORK</b> .....	7
<b>3.3 OWNER'S RIGHT TO CORRECT</b> .....	8
<b>ARTICLE IV</b> .....	8
<b>4.1 BONDS</b> .....	8
<b>4.2 INSURANCE</b> .....	8
<b>4.3 INDEMNIFICATION</b> .....	9
<b>ARTICLE V</b> .....	9
<b>5.1 CONTRACT PRICE</b> .....	9
<b>5.2 TAXES AND BENEFITS</b> .....	9
<b>5.3 PROGRESS PAYMENTS</b> .....	9

5.4	FINAL ACCEPTANCE AND FINAL PAYMENT.....	10
5.5	LIENS .....	10
5.6	DEDUCTIONS.....	11
<b>ARTICLE VI.....</b>		<b>12</b>
6.1	DISPUTE RESOLUTION PROCEDURE .....	12
6.2	CONTRACTOR'S REMEDIES .....	12
6.3	OWNER'S REMEDIES .....	12
6.4	OWNER'S SPECIAL REMEDY FOR DELAY .....	14
6.5	TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE .....	14
<b>ARTICLE VII.....</b>		<b>14</b>
7.1	BINDING EFFECT .....	14
7.2	RELATIONSHIP OF THE PARTIES .....	14
7.3	NO COLLUSION.....	14
7.4	ASSIGNMENT.....	15
7.5	CONFIDENTIAL INFORMATION.....	15
7.6	NO WAIVER .....	15
7.7	NO THIRD PARTY BENEFICIARIES.....	15
7.8	NOTICES.....	15
7.9	GOVERNING LAWS .....	16
7.10	CHANGES IN LAWS .....	16
7.11	COMPLIANCE WITH LAWS .....	16
7.12	COMPLIANCE WITH PATENTS .....	17
7.13	TIME OF THE ESSENCE .....	17
7.14	CALENDAR DAYS AND TIME .....	17
7.15	SEVERABILITY .....	17
7.16	ENTIRE AGREEMENT.....	18
7.17	AMENDMENTS AND MODIFICATIONS.....	18

**CONTRACTOR'S CERTIFICATION**

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

**ATTACHMENT A1**- Schedule of Contract Prices

**ATTACHMENT B** - Specifications

**ATTACHMENT C** – Contact Information and Locations

**ATTACHMENT D** – Special Project Requirements

**APPENDIX 1** - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“*Owner*”), and THE DETROIT SALT COMPANY, 12841 Sanders Street, Detroit, Michigan, 48217 (“*Contractor*”), make this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and hereby agree as follows:

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

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

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

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

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

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

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

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

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

## 1.2 Commencement and Completion Dates

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

## 1.3 Required Submittals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.8 Time**

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

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

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

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

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

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

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

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

### **1.12 Subcontractors and Suppliers**

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

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

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

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

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

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

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

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

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

## **ARTICLE II CHANGES AND DELAYS**

### **2.1 Changes**

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

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

## **2.2 Delays**

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

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

## **ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

### **3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

### **3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time

within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

## **ARTICLE IV** **FINANCIAL ASSURANCES**

### **4.1 Bonds**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

### **4.2 Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the

expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

#### **4.3 Indemnification**

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

#### **5.2 Taxes and Benefits**

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

#### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("***Progress Payments***").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### **5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

#### **5.5 Liens**

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## **5.6 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

**ARTICLE VI**  
**DISPUTES AND REMEDIES**

**6.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

**6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

**6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of

actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

#### **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

### **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### **7.2 Relationship of the Parties**

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

#### **7.3 No Collusion**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

#### **7.4 Assignment**

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

#### **7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

#### **7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

#### **7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

#### **7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712  
Attention: Ashley Engelmann, Public Works Director

With a copy to: Holland & Knight LLP  
131 S. Dearborn Street, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Steven M. Elrod, Corporation Counsel

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

The Detroit Salt Company  
12841 Sanders Street  
Detroit, MI 48217

### **7.9 Governing Laws**

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

### **7.10 Changes in Laws**

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

### **7.11 Compliance with Laws**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further,

Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### **7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

#### **7.13 Time of the Essence**

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

#### **7.14 Calendar Days and Time**

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

#### **7.15 Severability**

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

**7.16 Entire Agreement**

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supercedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

**7.17 Amendments and Modifications**

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

**ATTEST:**

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Beryl Herman, Village Clerk

\_\_\_\_\_  
Timothy C. Wiberg, Village Manager

**ATTEST:**

**[CONTRACTOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_

**[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]**

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

SS

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ **EXECUTING OFFICER,**  
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

THE DETROIT SALT COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

**[INSERT NAME OF  
CONTRACTOR'S EXECUTING  
OFFICER]**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**[INSERT TITLE OF  
CONTRACTOR'S EXECUTING  
OFFICER]**

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**

To provide all labor, services, transportation, equipment and other means and items necessary for the supply and delivery of 800 tons of bulk highway deicing salt to be used for ice and snow removal and control. The contract to provide this product is for the period of the commencement date to April 30, 2017.

2. **Work Site:**

Village of Lincolnwood Public Works Department located at 7001 N. Lawndale Ave Lincolnwood, IL 60712.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations.

4. **Commencement Date:**

5. **Completion Date:**

April 30, 2017, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. **Worker's Compensation and Employer's Liability** with limits not less than:

(1) **Worker's Compensation:** Statutory;

(2) **Employer's Liability:**

\$300,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

**SAMPLE CONTRACT**

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

- C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage:

Coverage’s shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

7. **Contract Price:**

\$65.50 per ton

8. **Progress Payments:**

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.
- B. Value of Work. The Value of the Work shall be determined as follows (when applicable):
  - (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

## SAMPLE CONTRACT

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

## **ATTACHMENT B SPECIFICATIONS**

### **INTENT**

The Municipalities are accepting bids from qualified vendors to provide bulk sodium chloride (highway deicing salt) for the 2016/2017 winter season. It is the intention of these specifications to furnish sufficient detail to permit qualified vendors to quote on furnishing and delivery of such product to the Delivery Locations outlined in Contact Information and Locations. The Municipalities reserve the right to reject any or all bids, to waive any informalities in bidding and to accept that proposal deemed most advantageous to the Municipality.

### **SCOPE OF SERVICE**

The successful vendor shall provide all labor, services, transportation, equipment and other means and items necessary for the supply and delivery of bulk highway deicing salt to be used for ice and snow removal and control in accordance with these specifications. Proposals are being requested for a one-year contract with an option to renew for up to one (1) one year increment to provide this product for the period of September 1, 2016 to April 30, 2017.

### **DEFINITIONS**

*“Deicing Salt”* shall mean sodium chloride intended for use as a deicer for road maintenance purposes and meeting the American Society for Testing Materials –Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the invitation for bids except as modified in this bid document.

*“Delivery Location”* shall collectively mean the delivery locations outlined in Contact Information and Locations.

*“Vendor”* as used herein, means a provider of goods and services, or both, who is responding to a bid.

*“Municipalities”* shall collectively mean the City of Park Ridge and the Villages of Bannockburn, Glenview, Lincolnwood, and Wilmette.

### **GUARANTEED PURCHASE**

During the contract period, each individual Municipality guarantees to purchase not less than 80% of the contract amount. The vendor guarantees to furnish not less than 120% (if required) of the contract amount by April 1, 2017 at the same unit price bid.

**DEVIATIONS AND EXCEPTIONS:**

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor’s letterhead, signed and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions and specifications and the vendor shall be held liable. Such deviations and exceptions however, may result (solely at the Municipality’s discretion) in rejection of the bid as being non-responsive.

**NOTICE TO PROCEED**

The vendor shall not commence work under this agreement until notice to proceed in the form of an approved purchase order has been provided by the Municipality.

**MATERIAL SPECIFICATIONS AND REQUIREMENTS**

Unless otherwise provided, all deicing salt shall comply with the latest published standard methods of the American Society for Testing Materials –Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the invitation for bids except as modified in this bid document.

Grade 1 provides a particle grading for general application and has been found by latest research to be most effective for ice control and skid resistance under most conditions.

**PHYSICAL COMPOSITION**

Deicing salt shall meet the following physical and chemical requirements:

1. Gradation

- |                                       |            |
|---------------------------------------|------------|
| a. Passing a 1/2 inch (12.5 mm) sieve | 100%       |
| b. Passing a 3/8 inch (9.5 mm) sieve  | 95 to 100% |
| c. Passing a No. 4 (4.75 mm) sieve    | 20 to 90%  |
| d. Passing a No. 8 (2.36mm) sieve     | 10 to 60%  |
| e. Passing a No. 30 (600 um ) sieve   | 0 to 15%   |

2. Highway deicing salt furnished on any order will not contain more than one-half pound nor less than 35 ppm of ferric ferricyanide or sodium ferrocyanide per ton at the delivery point.

3. The deicing salt shall arrive at the Delivery Locations in a free flowing and usable condition.

4. Reclaimed or re-crushed rock salt will not be accepted.

5. The Municipalities reserve the right to reject any shipments of deicing salt which are delivered in a frozen or caked condition, or which contain free water.

6. The sodium chloride content shall be not less than 95.0 percent.

In the case of deicing salt sampled after delivery to the Municipalities, tolerances from the foregoing specified values shall be allowed as follows:

**Grading** – 5 percentage points on the maximum value for the range for each sieve size, except the 1/2 inch (12.5 mm) and 3/8 inch (9.55 mm) for Grade 1.

**Chemical Composition** – 0.5 percentage point.

### FOREIGN MATERIALS

Truckloads of deicing salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. may be rejected at the delivery site. In the event the Municipality discovers foreign material in truckloads of deicing salt already dumped, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the Municipality and returned for credit. The vendor shall immediately ship a conforming load of replacement deicing salt.

### **PRODUCT AVAILABILITY AND INSPECTION**

The successful vendor shall be required to furnish satisfactory evidence by November 1<sup>st</sup>, of each year that they have or will have stockpiles of deicing salt in Illinois or near its boundaries in sufficient quantities to satisfy contractual requirements. Such stockpiles must be near enough to delivery points to allow for timely deliveries.

The successful vendor may also be required to furnish a list of commitments against these stockpiles as a result of other contracts. If, in the opinion of the Municipalities, the vendor does not have sufficient stockpile quantities to satisfy contractual requirements, the Municipalities may reward a portion or all of the awards to the vendor(s) offering to honor the contract price or its next lowest compliant bid.

The Municipalities reserve the right to make inspection and tests of the deicing salt, either at the origin of the shipment, barge unloading points or at destination, whichever is most convenient to the Municipalities.

### **ORDERING AND DELIVERY**

1. The Municipalities may place an initial fill order on or about September 15, 2016. The successful vendor will be required to ship the initial fill order by October 31, 2016 in increments acceptable to the Municipalities. The initial fill order may be up to 60% of the total order.
2. During seasonal deliveries between November 1, 2016 and April 1, 2017, the Municipalities may order up to 50% of the awarded contract tonnage in any given seven (7) day period.

3. Delivery of orders placed between November 1, 2016 and April 1, 2017 shall be made within seven (7) working days from the date of order.

For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period.

4. **The Municipalities will NOT accept deliveries when it is raining.**

5. Deicing salt transported in open trucks shall be covered to provide protection against the weather. Trucks used for transportation shall be clear of foreign objects or debris and dry. The obligation for the protection of the deicing salt rests solely with the vendor (holder of the purchase order).

6. Deliveries made by motor truck will be accepted only during regular work days and working hours, 8:00 a.m. to 4:00 p.m. Monday thru Friday, except as specified in the next section (ORDERING AND DELIVERING – 6), or when special arrangements have been made in advance with the Director of Public Works or their designee.

7. Delivery Locations for each Municipality are outlined in Contact Information and Locations.

8. *All deicing salt that is delivered by motor trucks is to be transported in dump trucks or in self-unloading vehicles. It shall be the responsibility of the vendor to unload the deicing salt as directed by the Municipalities.*

9. All releases will be for amounts that will make a full truck load (minimum 20 tons). Vendors will not be expected to haul partial loads.

10. Delivery tickets shall be a certified scale ticket indicating gross, tare and net weight of each truckload of deicing salt. Unless otherwise directed, each delivery ticket must also be signed by an authorized Municipal representative at the delivery location point to verify the Municipality has accepted the material. The vendor shall include the date of delivery on each delivery ticket.

## **LIQUIDATED DAMAGES AND DELIVERY FAILURE DAMAGES**

Orders placed between November 1, 2016 and April 1, 2017 shall be subject to application of liquidated damages as stated herein.

If the vendor is unable to make delivery within the authorized delivery time, the Municipality shall have the right to retain as liquidated damages, and not as a penalty, \$0.20 per ton per calendar day on the undelivered portion of the order.

If after seven calendar days of liquidated damage assessment the vendor has still

failed to deliver as required, the Municipalities reserve the right to take action to remedy the failure of the vendor to perform without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or other action to ensure availability of salt for public safety purposes.

## **INVOICING**

1. Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of deicing salt delivered. The vendor shall include the release order number and the date of delivery on each delivery ticket.
2. The Vendor shall invoice each Municipality separately.
3. The deicing salt will be paid for at the contract unit price per ton for furnishing and transporting deicing salt to the delivery location identified by each Municipality.

## **COMMUNICATION/POINT OF CONTACT**

1. The vendor shall meet with the Director of Public Works or their representative from each Municipality to review the terms, conditions and any other pertinent information prior to beginning work on the contract or should issues arise during completion of the contract.
2. The successful vendor shall be required to submit to the Municipalities within ten (10) calendar days after receipt of the contract, a list of ordering, delivery and billing contacts and phone numbers and email address if available.

## **CONTRACT PERIOD/TERMS**

### CONTRACT LENGTH

The initial term of this contract shall be from September 1, 2016 and expiring April 30, 2017. This price quoted by the vendor must remain in effect from date of bid acceptance until April 30, 2017.

### DELIVERY TERMS

Prices shall be quoted F.O.B. delivered and unloaded to the delivery location identified by each Municipality. All costs associated with delivering salt to this drop point are included in each price per ton. Other F.O.B. terms will not be accepted.

### CONTRACT EXTENSION

The initial term of this agreement shall be from on September 1, 2016 and expiring April 30, 2017. The term of this agreement may be extended for one-year periods for a maximum of one

(1) additional year, if approved and accepted in writing by both the vendor and the Municipalities prior to April 30th of the appropriate year.

Vendor performance, quality of products, price, costs savings and the Vendor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by the Municipalities to exercise an option year. The Vendor must submit a written proposal requesting the Municipalities exercise an option year no later than March 15th of the appropriate year, providing price for the subsequent contract year and other pertinent information that would assist the Municipalities in the decision making process.

The initial agreement places no obligation on the Municipalities to renew or appropriate funds for salt purchasing beyond the initial term of the agreement and agreement extensions are dependent upon sufficient funds being appropriated each fiscal year by the corporate authorities of each Municipality for this work.

#### LATE SEASON DISCOUNT OPTION

After March 1, 2017, the Municipalities and vendor may negotiate and agree to a late season discount to be offered for late season purchases within this contract term. Negotiated discount shall be a single percentage to be applied to the contracted price within this contract. Such purchases are dependent upon availability of deicing salt for late season delivery and invoicing prior to contract expiration.

#### PURCHASES GREATER THAN 120% OF GUARANTEED LIMIT – ECONOMIC ADJUSTMENT

The Vendor's price shall remain firm up to the 120% guaranteed limit. The 120% guaranteed limit shall be calculated separately for each Municipality. In the event a Municipality reaches the 120% guaranteed purchase limit established by this contract and elects to purchase additional deicing salt over and above the 120% guaranteed level, if necessary the vendor shall demonstrate that increases in the costs for goods covered by the contract issued as the result of this invitation for bid have increased by more than 5% during the time period in which the contract is in effect.

The vendor, upon submission of written proof of such increase to a Municipality and subsequent approval of a Municipality, is entitled to adjust the price by an amount sufficient to compensate the vendor completely and precisely for such increase. The claim for such an adjustment must include a certification from the manufacturer/supplier verifying that their cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the vendor. No increase or change in the vendor's overhead or profit, or other factors will be approved. The Municipalities reserve the right to ask for invoices, published price lists or any other evidence establishing the vendor's costs to support the increase. Increases which are 5% or less will not be considered.

In all cases, the vendor must file a claim for such adjustment prior to the delivery of the goods. If the vendor has complaints filed against him for non-delivery, his request may be denied until such time as all past complaints are resolved to the satisfaction of the Municipalities. In any

event, the claim for such adjustment will not apply to orders dated prior to the date the Municipality received the required documentation necessary to justify the increase.

In the event such costs should decrease by more than 5% during the time period such contract is in effect, the vendor shall adjust the price downward to reflect such decrease. Such decreases shall become effective immediately upon notification to the vendor by its supplier of the amount of the decrease. It is the responsibility of the vendor to notify the Municipality of any such decrease.

In the event the adjusted price offered by the vendor to the Municipality is higher than the next lowest vendor's bid which was offered on the bid invitation, and if the next lowest bidder is willing to hold its quoted price firm, or if other vendors are willing to honor the current contract price, the Municipality shall be permitted to procure deicing salt from other vendor (s) at the lowest quoted price. In this case, a secondary award will be made and will be in effect for as long as the quoted price remains firm. Should more than one vendor agree to honor the current contract price, a determination of the disposition of secondary awards will be made in the best interests of the Municipality.

#### QUALIFICATIONS AND REFERENCES

The successful vendor must have extensive experience in the business of providing bulk highway deicing salt to agencies responsible for maintaining safe roadways through winter season snow and ice removal operations and must demonstrate evidence of their ability to meet or exceed the contract terms.

Vendors shall provide the following with their bid documentation:

1. Names and locations of salt stockpiles/terminals and the county/individual locations they will service.
2. Names of trucking companies and the salt terminals that they will operate from. This will include whether or not they are under contract with the vendor or independent haulers.
3. Estimated daily capacity of each terminal to deliver salt to the Municipality. This "throughput" capacity needs to be understood as a realistic estimate of what could be expected under adverse weather conditions.
4. All vendors that are dependent upon another salt producer for its supply will provide a statement from their salt supplier guaranteeing that the vendor has a supply commitment for the Municipality. This statement shall be supplied with the bid response.
5. Vendors must return with the bid document, a list of no less than four (4) references from a local government agency that has purchased comparable quantities of the specified product within the last two (2) years. The list must include the name of the government agency along with the name and phone number of a contact person for each agency.

## **VENDOR RESPONSIBILITIES**

### **PERSONNEL AND EQUIPMENT**

The vendor shall supply all material, equipment and personnel necessary to complete the work specified.

### **VENDOR SAFETY RESPONSIBILITY**

Nothing in this contract or the contracts is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the vendor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by the Public Works Department, including officers and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to their parties, regarding work place safety.

In order to ensure this and other duties of the Vendor, certain indemnification and insurance is required by the contract. Additionally, the vendor guarantees to the Public Works Department a safe work place shall be provided for all employees of the vendor and each of its subcontractors. There shall be no violation by the vendor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other work place safety act of the State of Illinois or other work place safety requirement. The vendor agrees to require this work place safety guarantee of all subcontractors, and expressly require the Municipality of Lincolnwood to be a third party beneficiary of each guarantee.

### **PAYMENT OF TOLLS**

The vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the Municipality.

### **MISCELLANEOUS INFORMATION**

Under no circumstance will the Municipality extend storage or security of the vendor's stock or equipment at the Public Works Department.

## **ATTACHMENT D**

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

## APPENDIX 1: PREVAILING WAGE ORDINANCE

### VILLAGE OF LINCOLNWOOD

#### RESOLUTION NO. R2015-1849

##### A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES IN THE VILLAGE OF LINCOLNWOOD

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* ("**Act**"); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; 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 adopt 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. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of May 2015, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department's May 2015 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 5<sup>th</sup> day of May, 2015.

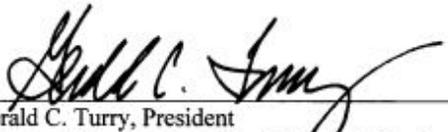
AYES: Trustees Bass, Patel, Cope, Elster, Spino, Klatzco

NAYS: None

ABSENT: None

ABSTENTION: None

APPROVED by me this 5<sup>th</sup> day of May, 2015.

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

ATTESTED and FILED in my office this  
5<sup>th</sup> day of May, 2015

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

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 11

**ORIGINATING DEPARTMENT:** Fire

**SUBJECT:** Approval of a Resolution Authorizing the Voluntary Withdrawal of Membership from the Regional Emergency Dispatch Center

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In 2002, in an effort to consolidate the Fire Department's communication operations, improve efficiencies and reduce expenses the Fire Department staff recommended entering into an Intergovernmental Agreement with the Regional Emergency Dispatch (RED) Center. A Village Resolution, R2002-1196, was approved on March 25, 2002. This agreement has been beneficial to Village and the Fire Department and during our tenure; RED Center has grown to serve 16 fire agencies.

In the summer of 2015, The Illinois General Assembly adopted Public Act 99-0006 which amended the Emergency Telephone Systems (EST) Act in an attempt to consolidate local 9-1-1 centers. This legislation became effective January 1, 2016 and has had a serious impact on the Village. Since Lincolnwood's population is less than 25,000 people, the Village is required to consolidate our EST Board with another EST board or risk losing our 9-1-1 surcharge revenue of approximately \$180,00 per year.. A detailed memo of this Public Act was written by our Attorney and is included in the documents.

In preparing for the Village's potential transition to a different Dispatch Center and/or another EST Board and to protect our interests, staff requests the right to voluntary withdraw from RED Center. Per their bylaws, Lincolnwood has to provide a year's notice to RED Center in the form of a resolution. A letter was sent by our Manager on April 13, 2016. This letter provided notice to the RED Center Executive Board of our intention to leave RED Center on May 1, 2017. The RED Executive Board met on April 20, 2016 and discussed Lincolnwood's intention. This Resolution is necessary to comply with the bylaws of RED Center and it limits the Villages financial responsibilities to RED Center to only one additional fiscal year of service and associated expenditures.

**FINANCIAL IMPACT:**

The Village budgeted \$152,011.08 for 12 months of payments to RED Center for FY 2016/17.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Resolution R2002-1196
3. Village Manager Letter to RED Center, April 13, 2016
4. RED Center Bylaws

5. Memo from Village Attorney detailing PA 99-0006

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing the voluntary withdrawal of membership from Regional Emergency Dispatch Center.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2016-\_\_\_\_\_**

**A RESOLUTION APPROVING THE WITHDRAWAL OF THE VILLAGE FROM  
THE REGIONAL EMERGENCY DISPATCH CENTER**

WHEREAS, on March 21, 2002, the Village President and Board of Trustees adopted Resolution No. R2002-1169, approving the execution by the Village President and Village Clerk of an intergovernmental agreement to permit the Village to join and participate in the Regional Emergency Dispatch Center ("**R.E.D. Center**") for fire dispatch services; and

WHEREAS, on June 29, 2015, the Governor of the State of Illinois signed into law Public Act 99-0006, amending the Emergency Telephone Systems Act, 50 ILCS 750/0.01 *et seq.*, and repealing the Wireless Emergency Telephone Safety Act, 50 ILCS 751, to require, among other things, the consolidation of local 911 systems; and

WHEREAS, pursuant to Public Act 99-0006, because the Village has less than 25,000 residents, it is required to consolidate its emergency telephone systems board ("**ETSB**") with one or more other ETSBs in order to form a joint ETSB ("**JETSB**") that serves at least 25,000 residents; and

WHEREAS, the Village has determined that, in order to comply with Public Act 99-0006, it is necessary and in the best interests of the Village to form a JETSB with one or more other ETSBs; and

WHEREAS, upon establishment of a JETSB, the Village may no longer require the dispatch services provided by R.E.D. Center; and

WHEREAS, pursuant to Article VIII, Section A of the R.E.D. Center By-Laws, the Village now desires to voluntarily withdraw from R.E.D. Center, effective May 1, 2017; and

WHEREAS, the President and Board of Trustees have determined that withdrawal from R.E.D. Center will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF WITHDRAWAL FROM R.E.D. CENTER. Pursuant to Article VIII, Section A of the R.E.D. Center By-Laws, the President and Board of Trustees hereby approve the withdrawal of the City from R.E.D. Center, effective May 1, 2017. The President and Board of Trustees hereby authorize and direct the Village Manager to take such

steps as are necessary to effectuate the withdrawal of the Village from R.E.D. Center pursuant to this Section 2.

SECTION 3. DELIVERY. The President and Board of Trustees hereby authorizes and directs the City Manager to deliver a certified copy of this Resolution to the Board of Directors of R.E.D. Center.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2016

---

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

RESOLUTION NO. R2002-1196

**A RESOLUTION TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT TO  
PARTICIPATE IN A CENTRALIZED FIRE COMMUNICATIONS  
CENTER KNOWN AS THE REGIONAL EMERGENCY DISPATCH CENTER**

**WHEREAS**, the Village of Lincolnwood is a unit of local government authorized to exist under the terms of the Illinois Compiled Statutes; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois (1970) and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, authorize the joint exercise by two or more units of local government of any power common to them; and

**WHEREAS**, the Village of Lincolnwood has determined that participation in a centralized fire department communications center will be beneficial to the citizens of the Village of Lincolnwood, and assists the Lincolnwood Fire Department in providing service to the residents and result in cost savings to the Village; and

**WHEREAS**, the City of Highwood, the Village of Morton Grove, the Village of Niles, the Village of Northbrook, the Village of Winnetka, the North Maine Fire Protection District, the Prospect Heights Fire Protection District and the Deerfield-Bannockburn Fire Protection District have previously formed by intergovernmental agreement a consolidated fire dispatch center known as the Regional Emergency Dispatch Center (R.E.D. Center); and

*u* **WHEREAS**, the Intergovernmental Agreement creating R.E.D. Center and the By-Laws adopted by R.E.D. Center require units of local government who desire to become members of R.E.D. Center to adopt a resolution authorizing membership in R.E.D. Center and signature of the Intergovernmental Agreement; and

**WHEREAS**, the Village of Lincolnwood desires to become a member of R.E.D. Center.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Lincolnwood, Cook County, Illinois as follows:

**Section One:** That the Village of Lincolnwood hereby resolves to enter into an intergovernmental agreement to join the Regional Emergency Dispatch Center (R.E.D. Center).

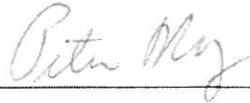
**Section Two:** That the President of the Board of Trustees and the Village Clerk are hereby authorized to execute the intergovernmental agreement with R.E.D. Center by signing the signature page attached to this Resolution as Exhibit "A".

**Section Three:** This Resolution shall supersede any resolutions or ordinances, or parts of resolutions or ordinances, in conflict with any part herein, and any such resolutions or ordinances, or parts thereof, are hereby repealed.

**Section Four:** If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not effect any of the remaining provisions of this Resolution.

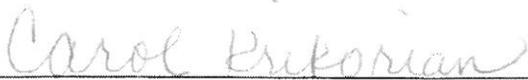
**Section Five:** That this Resolution shall be in full force and effect after May 1, 2002.

Adopted this 21<sup>st</sup> day of March, 2002



Peter Moy  
Village President

ATTEST:



Carol Krikorian  
Village Clerk

STATE OF ILLINOIS

COUNTY OF COOK

**CLERK'S CERTIFICATE**

I, Carol Krikorian, the duly qualified and acting Clerk of the Village of Lincolnwood, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION NO. B2002-1194**

**A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT TO ESTABLISH A CENTRALIZED FIRE  
COMMUNICATIONS CENTER KNOWN AS THE  
REGIONAL EMERGENCY DISPATCH CENTER**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 21<sup>st</sup> day of March, 2002.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 25<sup>th</sup> day of March, 2002.

Carol Krikorian

Carol Krikorian  
Village Clerk

(SEAL)

**JOINT FIRE DEPARTMENT COMMUNICATIONS SYSTEM AGREEMENT**

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the units of local government signatory hereto (and also those which may hereinafter become signatory hereto):

WITNESSETH

WHEREAS, the signatories hereto have determined that there is a need by local governments within Northeastern Illinois for a centralized fire department communications system; and

WHEREAS, the City of Highwood, the Village of Morton Grove, the Village of Niles, the Village of Northbrook, the Village of Winnetka, the North Maine Fire Protection District, the Prospect Heights Fire Protection District, and the Deerfield-Bannockburn Fire Protection District have previously formed a consolidated fire dispatch center known as the Regional Emergency Dispatch Center (R.E.D. CENTER) which has served their needs;

WHEREAS, it has been determined by such signatories that fire department communications is of value on an individual and mutual basis; and

WHEREAS, a centralized fire department communications system has adequately served the needs of all of such signatories; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et.seq. authorizes the joint exercise by two or more units of local government of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for and continue a centralized fire department communications system for their mutual advantage and protection; and

WHEREAS, the parties to this Agreement jointly desire to continue the operation of R.E.D. CENTER and to reformulate the agreement and by-laws by which it operates;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the Intergovernmental Cooperation Act, the undersigned do hereby join together in a cooperative venture for the joint and mutual operation of a centralized public safety communications system, to be known as "The Regional Emergency Dispatch Center" (hereinafter designated as R.E.D. CENTER) which shall consist of all of the units of local government signatory hereto (and also those units of local government which may hereinafter become signatory hereto).
2. By-Laws. R.E.D. CENTER shall be subject to and shall be governed by certain By-Laws, a copy of which is attached hereto as Exhibit "A" and by this reference made a part of this agreement, together with any amendments which may be made to said By-Laws in the manner and means therein set forth.
3. R.E.D. CENTER. Each unit of local government which is a party to the joint fire department communications system (and each unit of local government which may hereafter sign, after approval as required by the By-Laws, provided such units of local government are eligible to participate pursuant to said By-Laws) is a member of R.E.D. CENTER and is entitled to the rights and privileges and is subject to the obligations of membership, all as provided in said By-Laws.
4. Termination. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in R.E.D. CENTER in the manner and means set forth in said By-Laws.

5. Powers of the System. R.E.D. CENTER shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability, or obligation shall be binding upon or obligate any member except as authorized by the attached By-Laws. R.E.D. CENTER shall not have the power of eminent domain or the power to levy taxes.
6. Amendment. This Agreement may not be amended, except by written agreement and resolution of all the then parties to it, provided, however, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the affirmative vote of two-thirds (2/3) of the members of R.E.D. Center.
7. Duration. This Agreement and R.E.D. CENTER shall continue in effect until rescinded by consent of two-thirds of the then parties or until terminated in the manner provided in said By-Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in said By-Laws.
8. Resolution Authorizing. Prior to execution of this Agreement, each member shall deliver to all other members a certified copy of a Resolution authorizing and directing the execution of this Agreement.
9. Effective Date. This Agreement shall become effective when signed by the last of the Village of Highwood, the Village of Morton Grove, the City of Niles, the Village of Northbrook, the Village of Winnetka, the North Maine Fire Protection District, the Prospect Heights Fire Protection District, the Deerfield-Bannockburn Fire Protection District and the Village of Lincolnwood.

IN WITNESS WHEREOF, the undersigned representatives of the member units of local government have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF HIGHWOOD

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF MORTON GROVE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF NILES

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF NORTHBROOK

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF WINNETKA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

NORTH MAINE FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

PROSPECT HEIGHTS FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

DEERFIELD-BANNOCKBURN FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

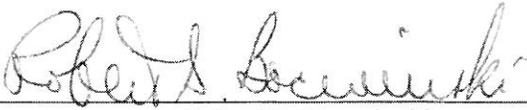
**JOINT FIRE DEPARTMENT COMMUNICATIONS SYSTEM AGREEMENT**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned representatives of the Village of Lincolnwood have set their signatures on the respective dates set forth below.

Village of Lincolnwood

By:   
Peter T. Moy,  
Village President

By:   
Robert S. Bocwinski  
Village Administrator

ATTEST:

  
Carol Krikorian  
Village Clerk

Date: March 25, 2002.

VILLAGE PRESIDENT  
Gerald C. Turry

VILLAGE CLERK  
Beryl Herman

VILLAGE MANAGER  
Timothy C. Wiberg



TRUSTEES  
Barry Bass  
Ronald S. Cope  
Lawrence A. Elster  
Craig L. Klatzco  
Jesal B. Patel, Sr.  
Jennifer G. Spino

April 13, 2016

Mr. Jim Clausen  
Executive Director of RED Center  
1842 Shermer Road  
Northbrook, IL 60062

Dear Mr. Clausen

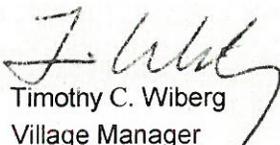
In March 25, 2002 the Village of Lincolnwood entered into an Intergovernmental Agreement with RED Center to centralize our Villages' fire dispatching services. We viewed this consolidation of dispatch services as cost effective and served as a model practice that was beneficial to our residents from a performance and economic perspective.

On January 12, 2016 Public Act 99-0006 became law and the Village of Lincolnwood examined our options as a primary public safety answering point (PSAP). We examined our Police Department and Fire Department communication needs and firmly believe that consolidation of communication services best suited our Village's needs.

After reviewing our options the Village has chosen to consolidate with the Village of Skokie. In preparation of this consolidation, staff reviewed the by-laws of RED Center. The Village of Lincolnwood would like to voluntarily withdraw from RED Center under Article VIII of the Red Center Bylaws. The Village is hereby providing this notice and would appreciate this item be added to the April 20, 2016 agenda of the Board of Directors Meeting. We anticipate the withdrawal effective date will be May 1, 2017.

It has been an honor and a pleasure to be associated with RED Center. Your communication consortium serves as the pinnacle of the consolidation models.

Sincerely,

  
Timothy C. Wiberg  
Village Manager  
Village of Lincolnwood



**BY-LAWS**  
**Of the**  
**REGIONAL EMERGENCY DISPATCH CENTER**

**Article I – Purpose and Definitions**

The Regional Emergency Dispatch Center (R.E.D. Center) is a cooperative venture voluntarily established by contracting units of local government by intergovernmental agreement as defined in Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/5) for the purpose of:

- providing the equipment, services and other items necessary and appropriate for the establishment, operation, and maintenance of a centralized communications center.
- providing for automatic aid response to emergency medical and fire emergency alarms by the closest unit to the emergency in accordance with established agreements between the R.E.D. Center participants, regardless of jurisdiction.
- providing a forum for discussion, study and implementation of other forms of intergovernmental agreement and cooperation between the respective fire departments.

Mission Statement

The Regional Emergency Dispatch (RED) Center exists for the mutual benefit of its members for the purpose of providing a superior level of Fire and EMS Communications services to its member agencies in a professional manner that is efficient, effective and innovative.

We believe that we must act in a professional manner consistent with the highest ethical standards of government to properly serve those who have entrusted that responsibility to us.

We will accomplish our mission with a professional staff, ongoing training and effective use of technology, through leadership, education, employee participation and quality control.

## Definitions

As used in this agreement, the following terms have the meaning hereinafter set out:

UNIT OF LOCAL GOVERNMENT – Shall include cities, villages, and fire protection districts providing fire protection and emergency medical services.

BOARD OF DIRECTORS – Shall be the Board of Directors of the Regional Emergency Dispatch Center.

CORPORATE AUTHORITIES – Units of local government participating in R.E.D.

JOINT CHIEFS AUTHORITY -- The board made up of the chief officer or his alternate of each member agency of R.E.D. Center

## **Article II – Membership**

- A. All cities, villages, fire protection districts and other units of local government within Division 3 of the Mutual Aid Box Alarm System, or adjacent to such units of Division 3 which are members of the R.E.D. Center and which provide fire protection and emergency medical services are eligible for participation.
- B. Participation by a unit of local government shall be contingent upon:
1. Its execution of the Joint Public Safety Communications Systems Agreement creating and establishing R.E.D. Center;
  2. Its delivery to R.E.D. Center of a certified copy of its ordinance or resolution authorizing its execution of the Joint Public Safety Communication System Agreement;
  3. Its payment of any fees as determined by R.E.D. Center's then members;
    - *Initial Feasibility Fee* – Fee to establish a feasibility study for a prospective new member.
    - *Implementation Fee* – Fee for new member to establish proper communications and dispatch services.
    - *Equity/Capital Fee* – Fees or equipment contribution by a new member to RED Center's Capital Account.
  4. Its continuing payment of all annual and other fees and compliance with R.E.D. Center's By-Laws; and
  5. Such other conditions as determined from time to time by the Board of Directors.

- C. New member participants shall be admitted on a two-thirds (2/3) vote of the members of the Board of Directors. All new members shall become liable for payment of existing debts and liabilities of R.E.D. Center to the same extent as all then existing members. The payment of the fee required in this paragraph shall be made within sixty (60) days after the new member's admission to R.E.D. Center unless deferred payment is approved by a two-thirds (2/3) vote of the Board of Directors.

### Article III – Organizations

- A. Board of Directors

The powers of the Board of Directors, or their alternate shall be those necessary and incidental in carrying out the purposes set forth in Article I of these By-Laws.

- 1. Membership

Membership shall consist of one person from each participating unit of local government who shall be selected by the City Council or the Board of Trustees of the unit of local government and shall serve a term of one year or until a successor is appointed.

Agencies receiving services as a customer, partner or on contractual basis will not have a member on the Board of Directors and will be assigned a liaison or a liaison team, for the purpose of communication, by the Chairman of the Board.

The person designated to serve on the Board of Directors must be an elected or appointed member of the Board of Trustees or City Council of the unit of local government. Any alternate representative should also be a member of the respective member's Board or Council and function as a member of the R.E.D. Board of Directors in the event the initial representative is unable to carry out his or her duties. At the first meeting of the fiscal year the Board of Directors shall elect one of its members to serve as Chairman of the Board for one year.

- 2. Meetings

- a) The Board of Directors shall schedule at least four meetings each year. The time, date, and place of such meetings shall be determined by the Chairman. Thirty days notice of meetings shall be given to members of the Board of Directors including an agenda. Additional items may be added to the agenda at the request of any member of the Board of Directors.

- b) Special meetings may be held at the (a) call of the Chairman, (b) at the request of two (2) or more members of the Board of Directors, (c) by the Joint Chiefs Authority upon its own motion, or (d) called by the Joint Chiefs Authority upon written request of a majority of its members. The time, date and place of such meeting shall be approved by the Chairman of the Board of Directors. Ten days written notice shall be given to the Board of Directors, including an agenda for the meeting. Only those items appearing on the agenda may be considered at the meeting.
- c) Except to the extent that these By-Laws or any rules adopted by the Board of Directors impose a stricter requirement, all meetings of the Board of Directors and Joint Chief's Authority shall comply with the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq.
- d) Unless inconsistent with these By-Laws, Robert's Rules of Order shall govern the conduct of all meetings of the Board of Directors and Joint Chief's Authority.
- e) R.E.D. Center shall maintain and distribute copies of all minutes of the Board of Directors and Joint Chief's Authority to each of the member agencies.

3. Voting

- a) A quorum shall be a majority of the members of the Board of Directors.
- b) Each member in attendance shall have one vote.
- c) Proxy votes will not be allowed.

4. Duties

- a) Determine the general policy of R.E.D. Center.
- b) Approve new members in accordance with established procedure.
- c) Appoint and remove the Executive Director.
- d) Adopt the annual budget of R.E.D. Center after approval by their respective corporate authorities.
- e) Select an auditor as required by Article IV of these By-Laws.

- f) Authorize any officer or agent to enter into any contract or execute and deliver any instrument within the purpose of R.E.D. Center in the name of and on behalf of R.E.D. Center. Such authority may be general or confined to specific instances.
- g) Authorize any officer or agent to sign checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of R.E.D. Center.
- h) Select banks and other financial institutions that may be used as depositories of R.E.D. Center funds and securities.
- i) Serve without compensation from R.E.D. Center.

## B. JOINT CHIEFS AUTHORITY

The Joint Chiefs Authority shall be responsible for the daily operation of R.E.D. Center, subject to the policy directions and limitations established by the Board of Directors.

1. Membership shall be given to each Fire Chief of an agency or organization with full membership status in R.E.D. Center. Each Chief shall designate in writing alternates who may serve on the Joint Chiefs Authority in the absence of such Chief. Agencies receiving services as a customer, partner or on contractual basis will not have a member on the Joint Chiefs Authority and will be assigned a liaison or a liaison team, for the purpose of communication, by the Chairman of the Joint Chief's Authority.
2. A Chairman shall be elected from among the member Chiefs at the first meeting of the fiscal year, such Chairman shall serve a term of one year. The duties of the Chairman shall be as follows:
  - a) Shall administer all the business and affairs of R.E.D. Center.
  - b) May sign any instruments as authorized by the Board of Directors.
  - c) Shall perform all duties incidental to the role of chairman and those as may be prescribed by the Board of Directors.
  - d) Shall serve as liaison between the Board of Directors, Joint Chiefs Authority and operating personnel.
  - e) In the absence of the Chairman, the members of the Joint Chiefs Authority shall select a Chairman pro-tem.

- f) A vacancy shall immediately occur in the office of Chairman upon the resignation or death of such person or upon his ceasing to be the Fire Chief of a member. The Joint Chiefs Authority shall elect a successor to fill the vacancy.

3. Meetings

- a) Regular meetings shall be held as needed but no fewer than four (4) times per year. The time, place and date of such meetings shall be determined by the Chairman. Fourteen days notice shall be given to each member unless the date shall have been established at the last regular meeting and have appeared in the minutes.
- b) Special meetings may be held at the call of the Chairman, by the Joint Chiefs Authority upon its own motion or called by the Chairman upon written request of a majority of the Chief officers or their alternates. Time, place and date shall be determined by the Chairman. Ten days written notice of the meeting shall be given to each member of the Joint Chiefs Authority including an agenda. Only those items appearing on the agenda may be considered at such meeting.

4. Voting

- a) A quorum shall be a majority of the Chief Officers or designated alternates of each participant.
- b) Each member in attendance shall have one vote.
- c) Proxy votes will not be allowed.

5. Duties

- a) Shall make all administrative decisions concerning development, efforts, operation, cost sharing, expenditure approval, utilization of personnel and equipment subject to the purpose of R.E.D. Center, the policies established by the Board of Directors and the limits fixed by the approved budget.
- b) Shall have the power to approve the emergency over expenditure of a line item in the budget not to exceed 10%. Such action shall be reported promptly to the Board of Directors. Any additional over expenditures shall be submitted to the Board of Directors for approval, consistent with established budget procedures contained herein and requiring approval of the corporate authorities.

- c) Shall control all expenditures within the approved budget. The Joint Chief's Authority shall approve all expenditures over \$10,000.00.
- d) Shall present a full report of its activities at Board Meetings.
- f) Shall set personnel procedures governing the hiring, firing, benefits and rules and regulations of R.E.D. Center personnel.
- g) Shall recommend the employment of a R.E.D. Center Executive Director to the Board of Directors.
- h) Explore for the good of the organization, governmentally oriented opportunities for service enhancement, bring appropriate issues and concepts to the R.E.D. Center Board of Directors.
- i) Shall serve without compensation from R.E.D. Center.

C. EXECUTIVE DIRECTOR

The Executive Director shall perform the duties delegated to that person by the Board of Directors and the Joint Chief's Authority including:

1. Hiring, supervising, disciplining and firing of the employees of R.E.D. Center;
2. Plans, directs and reviews activities of R.E.D. Center personnel with regard to the operation and maintenance of the organization and assists the personnel with benefit support.
3. Prepares, reviews and maintains records and reports; attends meetings as appropriate to the position, and works to insure the organization is functioning as the best possible emergency communications center using the latest methods with cost-effectiveness and efficiency in mind.
4. Preparation of the proposed annual budget in conjunction with the Budget Sub-Committee and Joint Chief's Authority;
5. Attending all Board of Directors and Joint Chief's Authority meetings and advising them on technical matters.
6. All other duties assigned by the Board of Directors and Joint Chief's Authority and as stated in R.E.D. Center's Policy and Procedures.

7. Approve any budgeted expenditure under \$10,000. Any expenditure of more than \$10,000.00 and less than the budgeted amount must be approved by the Joint Chief's Authority.
8. Review and recommend contracts with other agencies for the use of R.E.D. Center facilities for action by the Board of Directors.
9. The Executive Director serves in an exempt-at-will capacity, subject to emergency re-call.

#### Article IV – Finances

A. Fiscal Year

The fiscal year of R.E.D. Center shall begin May 1<sup>st</sup> of each year and end on April 30<sup>th</sup> of the following year.

B. Budget

An annual budget shall be submitted by the Budget Sub-Committee for adoption by the Board of Directors. There shall be no expenditure of funds except as set forth in the annual budget and as specifically authorized by the Board of Directors. The annual budget may be amended at any time or from time to time in the same manner as provided for passage of the annual budget.

- C. Payment of charges established in Paragraph D of this Article shall be made to R.E.D. Center on a monthly basis. Notice of such payment due shall be given at least thirty (30) days prior to due date. Any member whose charges have not been paid within thirty (30) days after the date due shall not be entitled to further voting privileges until payment is made.

D. Cost

The cost of installation, maintenance and operation of R.E.D. Center shall be pro-rated among the members according to the following formula, which percentage shall be determined annually by the Board of Directors for the fiscal year beginning May 1 through April 30.

*Percent = Each Dept. # of alarms divided by total # of alarms  
(January 1 through December 31)*

Each Member's annual contribution shall be established by R.E.D. Center's budget and may not be increased without specific approval of the Board of Directors. The Joint Chiefs Authority may recommend to the Board of Directors an adjustment in an agency's or agencies' annual alarm total based on catastrophic or disaster oriented alarm activity. This adjustment would be applied to the cost for service in the year of occurrence and to the percentage calculation formula for the budgeting purpose.

E. Books and Records; Notice

1. R.E.D. Center shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and the Joint Chiefs Authority, and shall keep at the R.E.D. Center office a record giving names and addresses of the Chief Executive Officer of each member, and Board of Directors member and the Fire Chief. All books and records of R.E.D. Center may be inspected by the corporate authorities of any Member or the agent or attorney of any Member for any proper purpose at any reasonable time.
2. Any required written notice shall be deemed to have been properly given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address of the Member as maintained on file at the R.E.D. Center offices.

#### Article V – Personnel

The number and job descriptions of persons employed on behalf of R.E.D. Center shall be determined by the Board of Directors upon recommendation of the Joint Chiefs Authority. All such persons will be employees of R.E.D. Center in accordance with the personnel procedures adopted by the Joint Chief's Authority. The Executive Director, in cooperation with the Joint Chief's Authority, shall prepare a personnel manual for approval by the Board of Directors.

#### Article VI – Obligations

In addition to duties and responsibilities specified in other sections of this agreement, the Members of R.E.D. Center hereto expressly and mutually agree as follows:

- A. R.E.D. Center shall provide continuous communications and dispatching services to the members for all fire emergency and emergency medical operations in the manner determined by the Joint Chiefs Authority.

**B. R.E.D. Members**

1. Once R.E.D. Center has made the dispatch, each member shall be responsible for responding to the fire and/or medical emergency service call. R.E.D. Center's alarm responsibilities are exclusively dispatch functions.
2. Each member of R.E.D. Center, subject to the approval of their respective corporate authorities, and consistent with procedures contained herein, agrees to appropriate for, budget for, and where necessary, to levy for, and to promptly pay all annual or other payments to the R.E.D. Center at such times and in such amounts as shall be established by the Board of Directors within the scope of this agreement.
3. Members shall provide and maintain accurate mapping and related fire protection information necessary for efficient fire dispatching. This information and all subsequent information shall be the responsibility of the Members and all changes shall be sent to the R.E.D. Center.

**Article VII – Liability and Property**

**A. Liability**

1. Except to the extent of the limit of the financial contributions to R.E.D. Center agreed to herein or such additional obligations as may be agreed upon by the Board of Directors, no member agrees or contracts herein to be responsible for any claims in tort or contract made against any other member.
2. Each Member agrees to indemnify and hold the other participating Members, and each and every one of them, harmless against any claim or claims meritorious or otherwise for any loss, personal injury, death or damages that may arise in connection with or result from or alleged to arise in connection with or result from the act or failure to act of one or more employees or officials of the indemnifying participating Member insofar as such act or failure to act occurs in connection with or results from the operation of the joint and cooperative communication systems contemplated herein, including all cases of such loss, personal injury, death or damages for which either the indemnifying participating Member or the indemnified participating member or members, jointly or severally, may or shall be liable.

3. R.E.D. Center shall procure and maintain, during the term of these By-Laws and any extension thereof, sufficient insurance to cover the replacement value of the R.E.D. Center equipment wherever located and provide liability insurance for the employees, officers and agents of R.E.D. Center.
4. In connection with the obligation of the Members undertaken in Paragraph 2 hereunder, each Member hereby represents and warrants that it presently possesses and will continue to possess a comprehensive general liability insurance policy, including coverage for contractual liabilities, and a blanket excess insurance policy, such policy or policies providing comprehensive liability coverage in an aggregate amount not less than \$3,000,000.00. Each Member shall take all actions necessary to keep such insurance policy or policies, or another comparable policy or policies, in full force and effect from time to time during the period in which such participating municipality receives communications services from R.E.D. Center. A failure by any Member to so keep such insurance coverage in continuing effect shall result in an automatic suspension of the right of that Member to receive communications services from R.E.D. Center. Such suspension shall be automatically lifted when insurance is in effect. Not later than fifteen (15) days after the effective date of this agreement, each Member shall deliver or cause to be delivered to R.E.D. Center a satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverages, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or cancelled except after ten (10) days prior written notice served on R.E.D. Center. In all subsequent years a certificate or certificates evidencing renewal or replacement of the policy or policies required above shall be delivered by each of the Members to R.E.D. Center no later than the date of expiration of the then current certificate or certificates.

B. Property and Equipment

1. R.E.D. Center may purchase, own, rent or lease, such real and personal property, including, land, buildings, equipment, furniture and fixtures, that are necessary or convenient for it to fulfill its purpose.
2. All property, real and personal, acquired by R.E.D. Center shall be owned in common by the parties to the Joint Public Safety Communications Systems Agreement unless otherwise specified in a writing signed by all members.

3. Unless otherwise provided by individual contracts, each member participant of R.E.D. Center shall be liable for the debts and liabilities of R.E.D. Center only to the extent of the authorized charges then owed by that member participant. Persons or companies contracting with R.E.D. Center cannot rely upon the assets of any member participant beyond the charges or single current annual contribution amount previously agreed to by that member participant under the then current budget.
4. Each member of the Board of Directors and Joint Chief's Authority serves in that capacity as an agent for the member unit of local government.
5. R.E.D. Center has the power to purchase and maintain a policy of insurance, containing coverage commonly known as Errors and Omissions, on behalf of any person who is an employee or agent of R.E.D. Center, so long as such insurance is available and is economically feasible.

#### **Article VIII – Withdrawal, Expulsion, Dissolution**

##### **A. Voluntary Withdrawal**

Any Member may give written notice of withdrawal by resolution of the Corporate Authorities of the Member at the conclusion of the second full year of participation or at the conclusion of any fiscal year thereafter. Such notice shall be given to the Board of Directors at the first meeting of the fiscal year and shall be effective no less than one year prior to the date of actual termination. Any Member voluntarily withdrawing from R.E.D. Center shall not be entitled to any value of R.E.D. Center property or repayment of initial feasibility, implementation, and/or equity/capital fees.

##### **B. Expulsion of Members**

By a vote of two-thirds (2/3) of the entire membership of the Board of Directors, any member may be expelled. Such expulsion, which shall take effect at the beginning of the next fiscal year, may be carried out for one or more of the following reasons:

1. Failure to make any payments due R.E.D. Center.
2. Failure to provide any of the services described in Article VI to any Member(s) of R.E.D. Center.
3. Failure to carry out any obligation of a member which impairs the ability of R.E.D. Center to carry out its purpose or powers.

No Member may be expelled except after notice from the Board of Directors of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Board to expel a Member after notice and hearing and failure to cure the alleged defect shall be final unless the Board shall be found by a Court to have committed a gross abuse of discretion. After expulsion, the former Member shall continue to be fully obligated for its proportionate share of the costs of R.E.D. Center for a twelve (12) month period.

C. Dissolution

On withdrawal or expulsion of a Member or Members so as to reduce the number of continuing Members to less than that required to keep R.E.D. Center operational, and/or upon the action of two-thirds (2/3) of the entire Board of Directors to dissolve, then these By-Laws and R.E.D. Center shall be terminated and dissolved.

Upon such dissolution (and after payment of all debts) all assets or liabilities of R.E.D. Center shall be distributed among the Members who had participated in R.E.D. Center for more than one (1) year prior to such mandatory dissolution, in proportion to their respective payments for the preceding three (3) years.

#### Article IX – Amendments

These By-Laws may be amended at a meeting of the Board of Directors by a two-thirds (2/3) vote of all directors if the proposed amendment was submitted in writing to all directors at least thirty (30) days before the meeting at which the proposed amendment is considered.

**Article X – Effective Date**

The effective date of these By-Laws and the commencement of the R.E.D. Center operations as set forth in these By-Laws shall be \_\_\_\_\_.

Dated: \_\_\_\_\_

ACCEPTED:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Agency

Adopted Date: March 7, 2001  
Amendment Date: April 28, 2004  
Amendment Date: November 20, 2013

**Amendment Signature Page**

Dated: \_\_\_\_\_

ACCEPTED:

*Albert Speller III*  
\_\_\_\_\_  
Name

*Chairman, Board of Directors - RED Center*  
\_\_\_\_\_  
Title

*Sharon J. Deane JCA*  
\_\_\_\_\_  
Attest

*Village of Northbrook*  
\_\_\_\_\_  
Agency

# Holland & Knight

131 South Dearborn Street, 30th Floor | Chicago, IL 60603 | T 312.263.3600 | F 312.578.6666  
Holland & Knight LLP | www.hklaw.com

## Memorandum

Date: April 4, 2016

To: Robert LaMantia, Chief of Police  
Tim Wiberg, Village Manager

From: Stewart J. Weiss

cc: Steven M. Elrod, Village Attorney  
Hart M. Passman, Asst. Village Atty.

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Re: Transition of 911 Call Answering and Dispatch Pursuant Public Act 99-0006 –  
**UPDATED WITH ADDITIONAL INFORMATION FROM ISP**

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## Introduction

In the summer of 2015, the General Assembly adopted Public Act 99-0006 (“*Act*”), which significantly amended the Emergency Telephone Systems Act (50 ILCS 750) (“*ETSA*”) and repealed the Wireless Emergency Telephone Safety Act (50 ILCS 751/27), for the purpose consolidating local 911 systems and preparing for a statewide conversion to a “Next Generation” 911 system.

The Act, which became effective January 1, 2016, (i) transferred responsibility for the administration of 911 systems and the collection and distribution of 911 surcharges from the Illinois Commerce Commission to the newly created Office of the Statewide 911 Administrator (“*Administrator*”), a department of the Illinois State Police (“*ISP*”) and (ii) established a cross-departmental Statewide 911 Advisory Board (“*Advisory Board*”) as a consulting body to the ISP.

Most significantly for municipalities, the Act severely limited local control of the operation and maintenance of emergency telephone systems. The Act (i) rescinded local authority to collect surcharges from telecommunications carriers and wireless carriers, (ii) replaced all local surcharges with a uniform statewide surcharge on telecommunication carriers, wireless carriers and VOIP (Voice Over Internet Protocol) providers, and (iii) imposed a statewide mandate requiring smaller emergency telephone system boards (“*ETSBs*”) and dispatch centers to consolidate their operations and facilities. This memo provides a brief summary of the Act and the emergency administrative regulations promulgated by the ISP (83 Ill. Adm. Code Parts 1324 through 1329 “*Emergency Rules*”) and explains how the Act will affect Lincolnwood’s 911 call-answering and dispatch operations.

Anchorage | Atlanta | Austin | Boston | Chicago | Dallas | Denver | Fort Lauderdale | Houston | Jacksonville | Lakeland | Los Angeles | Miami  
New York | Northern Virginia | Orlando | Portland | San Francisco | Stamford | Tallahassee | Tampa | Washington, D.C. | West Palm Beach  
Bogotá | Mexico City

## Summary of the Act

**Purpose:** The purpose of the Act is to prepare Illinois for the implementation of a statewide “Next Generation” 911 system that will be administered by the ISP. A Next Generation 911 or “NG911” system will include greater interoperability with various forms of communication (including text messages, web submissions, and video calls). All local 911 systems in Illinois will be required to be NG911 compliant by July 1, 2020.<sup>1</sup> In our discussions with ISP staff, we learned that the Board’s consensus is that there are too many independent ETS systems in the state and that consolidation would lead to greater interoperability and significant cost savings at both the state and local levels. A primary goal of the Act is to reduce the number of ETSBs that the state distributes funds to as well as the number of Public Safety Answering Points (“*PSAPs*”) that the state regulates.

### Consolidation of ETS Funding

As of January 1, 2016, the Act rescinded all local authority to impose an emergency telephone system surcharge on telecommunications (wireline/landline) or wireless carriers, and VOIP providers.<sup>2</sup> 50 ILCS 750/15.3(l). In place of local surcharges, the state has implemented a uniform statewide \$0.87 surcharge (“*Statewide Surcharge*”) on all telecommunications network connections, wireless accounts, and VOIP accounts. 50 ILCS 750/20. The Statewide Surcharge is collected directly from the telecommunication and wireless carriers and VOIP providers. Of this amount, \$0.053 of each Statewide Surcharge is retained by the state for various special funds and administrative costs. The remainder is deposited into the “Statewide 911 Fund” which is the central repository from which all ETSBs will be funded going forward (“*Statewide Fund*”). 20(b)(2). The ISP will make monthly payments to ETSBs from the Statewide Fund in an amount equal to the average monthly wireline (i.e. land line) and VOIP surcharge collections reported by the ETSB to the ICC in the 2014 annual reporting period. The amount of this “*Monthly Disbursement*” will remain equal to the combined 2014 wireline and VOIP collection going forward. If a 911 Authority that previously maintained its own ETSB is required to consolidate into a joint ETSB (see section on Consolidation below), its Monthly Disbursement will be remitted directly to the joint ETSB. In addition to the Monthly Disbursements, the ISP is directed to pay all “network costs” incurred by 911 Systems outside of Chicago directly to telecommunications vendors. 50 ILCS 750/30(b)(2)(B). The ETSA defines “Network Costs” as:

“[T]hose *recurring costs* that directly relate to the operation of the 911 network as determined by the Statewide 911 Advisory Board, including, but not limited to, costs for interoffice trunks, selective routing charges, transfer lines and toll charges for 911 services, Automatic Location Information (ALI) database charges, call box trunk circuit (including central office only and not including extensions to fire stations), independent local exchange carrier charges and nonsystem provider charges, carrier charges for third party database for onsite customer premises equipment, backup PSAP trunks for nonsystem providers, periodic database updates as provided by carrier (also known as “ALI data dump”), regional ALI storage charges, circuits for call delivery (fiber or circuit connection), NG911 costs,

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<sup>1</sup> The Act defines “NG911 Compliant” as an Internet-Protocol based system that is compliant with NENA Standards i3 Solution 08003. 50 ILCS 750/15.6b.

<sup>2</sup> With the exception of Chicago, which is allowed to maintain its existing surcharge.

and all associated fees, taxes, and surcharges on each invoice. "Network costs" shall not include radio circuits or toll charges that are other than for 911 services."

50 ILCS 750/1 (emphasis added). Finally, any money left over in the Statewide Fund after these distributions have been paid, will be remitted by the ISP to 911 Authorities in the form of "**Proportional Grants**" based on the number of subscribers of wireless services with billing addresses within a 911 Authority's jurisdiction.

As a result, some 911 Authorities<sup>3</sup> may actually receive more funding for emergency telephone services under the new system than they did from their local surcharges. However, the language of the Act does cause some concern. First, all distributions from the Statewide Fund are "[s]ubject to appropriation," which, as demonstrated by the ongoing state budget impasse, can result in mission-critical funds being withheld. 83 Ill. Adm. Code 1329.610. Also, the distributions from the Statewide Fund are listed in order of priority, with the Monthly Distributions being first after the administrative withdrawals, but no absolute amounts are guaranteed to be distributed as Proportional Grants if the Statewide Fund does not have sufficient money to pay out.

#### Consolidation of 911 Authorities and Facilities

The new Section 15.4a of the ETSA includes the most significant change for municipalities, requiring the consolidation of all but the largest 911 Authorities into joint intergovernmental ETS systems, known as "**JETSBS**". The explicit goal of these changes is to reduce the number of ETSBs, and their corresponding PSAPs, in Illinois by 50% in the next year.

Any 911 Authority that serves less than 25,000 people will be required consolidate its ETSB with one or more other ETSBs to form a JETSB that serves a population exceeding the 25,000 threshold. 50 ILCS 750/15.4a(a)(2). Even if a 911 Authority already serves a population in excess of the 25,000 threshold but does not utilize a PSAP located within its jurisdictional boundaries, the 911 Authority is required to consolidate its ETSB with an ETSB that does have a PSAP within its jurisdictional boundaries. 750/15.4a(a)(2). JETSBS are formed by intergovernmental agreements that address operational, staffing, and financial management issues. JETSBS require governing documents and rules of procedure like all other intergovernmental bodies.

Note, however, that the consolidation mandate and deadlines are not absolute. The Act does allow 911 Authorities to request a temporary waiver from the consolidation requirement in the following circumstances:

A waiver from a consolidation required under subsection (a) of this Section may be granted if the Administrator finds that the consolidation will result in a **substantial threat to public safety, is economically unreasonable, or is technically infeasible.**

50 ILCS 750/15.4a(c) (emphasis added). A more in-depth explanation of these waiver standards is included below.

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<sup>3</sup> "911 Authority" is defined as "an Emergency Telephone System Board, Joint Emergency Telephone System Board, and a qualified governmental entity." 50 ILCS 750/2

### Process for Consolidation

#### *Initial Plan/Waiver Application*

All existing 911 Authorities that are required to consolidate under the Act must submit either a consolidation plan (“**Plan**”) or an application for a waiver from the consolidation requirement (“**Waiver**”) to the ISP no later than July 1, 2016. All submissions must be made electronically. A Plan requires a 911 Authority to submit a great deal of information about how it intends to consolidate its operations, staff, equipment, and networks with its new partner communities. Plans must also include ordinances authorizing the dissolution of the existing ETSB and the formation of the new JETSB as well as intergovernmental agreements governing the JETSB. These ordinances and IGAs must have been adopted/approved prior to their inclusion in the Plan and cannot be in draft form. However, the ordinances and the IGAs may have delayed effective dates contingent upon the Administrator’s approval of the Plan and the issuance of an Order of Authority to commence operation of the JETSB. The specific components of a Plan are listed in Section 1324.200 of the Emergency Rules adopted by the ISP. 83 Ill. Adm. Code 1324.200. A copy of the ISP’s “Application for 911 Consolidation or Modified Plan” is attached as **Exhibit A** to this memo.

#### *Standards for Waivers*

As mentioned above, the Act does allow 911 Authorities to petition for a Waiver from the consolidation requirement in cases where consolidation will result in a (i) substantial threat to public safety, (ii) is economically unreasonable, or (ii) is technically infeasible. The Emergency Rules offer some clarity as to how these standards will be measured:

*"Threat to Public Safety"* means that consolidation would place the public in greater danger of injury than if the consolidation did not occur.

*"Economically Unreasonable"* means that the cost of consolidation materially outweighs the benefit to the community served and makes it illogical or impractical to consolidate.

*"Technically Infeasible"* means that consolidation is unworkable or unviable consistent with the technical standards established in 83 Ill. Adm. Code 1328.

83 Ill. Admin 1324.110. A 911 Authority seeking a Waiver will be required to prove that at least one of these standards applies to justify a Waiver from the consolidation process. Also the Emergency Rules indicate that the ISP will not grant permanent waivers from the consolidation mandate. Specifically, applications for Waivers must include both the “duration of time for which a waiver is sought” and “[a] five-year strategic plan, including, but not limited to, financial projection, for implementation of a consolidation plan.” 83 Ill. Adm. Code 1324.200(e). These provisions indicate that, even if it is not feasible for a 911 Authority to complete a consolidation by July 1, 2017, the 911 Authority needs to present the ISP with its intended path to compliance. A copy of the ISP’s “Consolidation Waiver Request” is attached as **Exhibit B** to this memo.

### *Plan/Waiver Review Process*

Plans and Waiver applications must be filed electronically with the ISP no later than July 1, 2016. Plans and Waiver applications will be reviewed by the Illinois Commerce Commission to determine compliance with the ICC's technical regulations and standards for 911 systems set forth in 83 Ill. Adm. Code 725. Within 40 days of submission, the Advisory Board will appoint an Administrative Law Judge to hold a hearing on the Plan or Waiver application and make a recommendation to the Advisory Board. Within 60 days of submission, the Advisory Board will schedule a public hearing<sup>4</sup> on the Plan or Waiver application and make a final recommendation to the Statewide 911 Administrator, who will make the final decision approving or denying the Plan or Waiver application within 30 days. The decision of the Administrator is considered a final administrative decision subject to judicial review under Illinois Administrative Review Law. An order approving a Plan will be considered an "Order of Authority" sufficient to commence operation of a JETSB.

### *Grants*

Section 15.4b of the ETSA establishes a process for 911 Authorities to apply for grants to fund "non-recurring costs associated with the consolidation of 911 systems" but not for ongoing operational expenses. 50 ILCS 750/15.4b. Grants will be awarded in pursuit of the following goals:

- (1) reducing the number of transfers of a 911 call;
- (2) reducing the infrastructure required to adequately provide 911 network services;
- (3) promoting cost savings from resource sharing among 911 systems;
- (4) facilitating interoperability and resiliency for the receipt of 911 calls;
- (5) reducing the number of 911 systems or reducing the number of PSAPs within a 911 system;
- (6) cost savings resulting from 911 system consolidation; and
- (7) expanding 911 service coverage as a result of 911 system consolidation including to areas without 911 service.

Grant funds will be awarded annually by the Administrator no later than June 30 of each year, and may be applied retroactively to eligible costs that have been incurred by the 911 Authority since 2010. Funding for these grants will be taken from the Statewide Fund after monthly disbursements and network costs have been paid out. The Advisory Board has set a cap of \$12.5 million in grants to be distributed in both 2016 and 2017, with that number increasing annually thereafter. However, first priority for these grants will be given to *counties that do not currently provide 911 service as of January 1, 2016*. Grant applications are due to the ISP by March 31, 2016. A copy of the ISP's "Request for Grant Proposals" is attached as *Exhibit C* to this memo.

### **Impact on the Village of Lincolnwood**

#### Surcharge

As of January 1, 2016, the Village's Emergency Telephone System Surcharge of \$1.00 per in-service network connection established by Article 15 of Chapter 8 of the Village Code of

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<sup>4</sup> If there are "no contested issues in the filing" the Advisory Board may waive the requirement of a public hearing. 83 Ill. Adm. Code. 1325.210(e)

April 4, 2016

Page 6

Ordinances *is no longer of legal force and effect*. The Village's surcharge has been replaced by the Statewide Surcharge. We recommend that Article 15 be repealed and reserved for future use.

#### Monthly Distributions and Proportional Grants

As mentioned above, the monthly distributions to the Village from the Statewide Fund are set at an amount equal to the average monthly wireline surcharge collections reported by the Village's ETSB in the October 2014 annual report to the ICC.<sup>5</sup> According to the ILCC Form AR-911 submitted by the Village in October 2014, the Lincolnwood's ETSB collected \$88,662 in wireline surcharges over the 2014 reporting year (from May 1, 2013 to April 30, 2014). (Reports available at <https://www.icc.illinois.gov/filings/ar911/default2014.aspx>) According to the formula set forth in the Act, the ISP should be providing the Village with an approximate monthly disbursement of \$7,388.50. During the same period, the Village collected \$87,382 in wireless surcharges. In addition the Monthly Disbursements, the ISP should be paying all qualifying "Network Charges" for the Village's 911 System directly to the Village's network vendors.

After the original draft of this memo was sent to the Village, we spoke with Karl Pound, the ISP employee in charge of Monthly Disbursements and Proportional Grants, and he confirmed that despite the consistent historical lag in surcharge distributions, he expects that the April 2016 payments from the ISP to ETSBs will reflect the Act's new distribution system and that the April payment to the Village (for January 2016 surcharge collections) will include both the Monthly Disbursement and the Proportional Grant. Mr. Pound expects that most 911 Authorities will receive funding equal to, if not higher than, the amounts previously collected through local surcharges, especially given the ISP's direct payment of Network Costs. Mr. Pound explained that the Proportional Grants are expected to roughly match the amounts previously collected through wireless surcharges. Those Proportional Grants, coupled with the ISP's direct payment of the Village's Network Costs should, in Mr. Pound's estimation, make the Village whole. However, as the final calculations for the April payments have not yet been made, Mr. Pound could not guarantee this.

#### Network Costs

As mentioned above, the Act requires the ISP to directly pay telecommunications providers for all "Network Costs" incurred by ETSBs in the operation of E911 systems. The ISP is required to provide each ETSB with a monthly report of Network Costs attributed to the operation of its 911 system. If the ISP has not reached out to the Village to verify the proper reimbursement amounts for the Village's network costs, we can put the appropriate Village staff in touch with Mr. Pound and his staff.

#### Consolidation Requirement

Due to the fact that its population is below 25,000, the Village is subject to consolidation mandate of Section 15.4a. To satisfy this requirement, the Village will be required to submit a plan to form or join an existing JETSB that would serve over 25,000 customers and would maintain a PSAP within the JETSB's service area.

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<sup>5</sup> The Village did not impose a surcharge on VOIP connections.

If the Village determines that consolidation of its 911 System by the July 1, 2017 deadline will not be possible or in the Village's best interest, it can submit a Waiver application to the ISP by July 1, 2016.

If the Village intends to comply with the consolidation mandate, the following steps would need to be taken:

- Find partner communities to form a JETSB and enter into an intergovernmental agreement for the management of the JETSB and the operation of a PSAP and any separate dispatch facilities (also known as "*Secondary Answering Points*" or "*SAPs*");
- Adopt code amendments abolishing the Village's ETSB and authorizing participation in the new JETSB; and
- Transfer all of the Village's ETSB's reserve funds to the new JETSB.

Holland & Knight will be able to assist with the preparation of any intergovernmental agreements, code amendments, service provider contracts, and Plan or Waiver applications that may be necessary.

### **Lincolnwood Specific Questions**

The following questions were posed to the Village Attorney by the Board of Trustees and the Village Manager.

- (1) ***Can the Village, as a home rule municipality, opt out of the consolidation requirement of the ETSA?***

The Village is subject to the ETSA despite its status as a home-rule municipality. The operation of a Statewide 911 emergency telephone system is a matter of statewide concern that preempts the Village's home rule authority.

- (2) ***What are the consequences if the Village does not comply with the consolidation requirements of the Act?***

If the Village decides not to comply with the consolidation requirements of Section 15.4a and does not receive a Waiver from the Administrator, the Village would be in violation of the ETSA. The consequences for such a violation would be threefold:

- (i) Without an Order of Authority issued by the Administrator, the Village would not be eligible to receive distributions from the Statewide Fund or have its network costs paid for by the ISP, resulting in a large financial loss to the Village. 83 Ill. Adm. Code 1329.200; and
- (ii) Section 12 of ETSA grants the Illinois Attorney General the authority to commence judicial proceedings against public bodies to enforce compliance with the ETSA. This would likely be in the form of a mandamus action;

(iii) Section 1324.200(j) of the Emergency Rules states that noncompliance with the Plan and Waiver submission requirements will “subject the county or 911 Authority submitting the plan or request for waiver to the penalty provisions of ETSA Section 15.4a(b)(1).” However, there is no Section 15.4a(b)(1) in the ETSA. This may be clarified when the Emergency Rules are revised and updated for final inclusion in the Illinois Administrative Code.

(3) ***What would happen to the 911 Surcharges that would otherwise be allocated to the Village?***

The monthly distributions and network costs would be retained by the ISP in the Statewide Fund and would likely be disbursed to other communities.

**Looking Forward**

In our communications with ISP staff, we have made it clear that local 911 Authorities have received very little guidance on the Act and the corresponding changes to the E911 funding scheme. We believe that the ISP needs to take a more proactive approach to communication with local 911 Authorities to ensure that this transition goes smoothly. Mr. Pound suggested that representatives from the local ETSBs reach out directly to Cindy Barbera-Brelle, the Statewide 911 Administrator with any questions, comments, or concerns that municipalities have. It may be worthwhile to work with either the IML, the Northwest Municipal Conference, or a less formal group of municipalities that provide E911 services in the northern Chicagoland area to schedule an open forum discussion with the Administrator regarding concerns that the Village has going forward.

If you have any questions, please feel free to contact me at by phone (312) 715-5884 or email [stewart.weiss@hkllaw.com](mailto:stewart.weiss@hkllaw.com). I would also be happy to meet at Village Hall anytime over the next few weeks to discuss the Village’s options going forward.

**Exhibits:**

- Ex. A Application for 911 Consolidation or Modified Plan
- Ex. B Consolidation Waiver Request
- Ex. C Request for Grant Proposal

**ILLINOIS STATE POLICE**  
**Statewide 9-1-1 Administrator**



**State of Illinois**

**Application for**  
**9-1-1 Consolidation or Modified Plan**

# INTRODUCTION

The following document provides the application for submitting a consolidation or modified plan that will supply the Department of State Police (Department) and the 9-1-1 State Advisory Board with the necessary information about your proposal for consolidation of your 9-1-1 system.

The Emergency Telephone System Act ("ETSA" or "Act") (50 ILCS 750) Section 15.4a(b) states that by July 1, 2016, each county and/or 9-1-1 authority required to consolidate under this Section shall file a plan for consolidation or a request for a waiver with the Department. Within 60 calendar days of receiving a consolidation plan, the Statewide 9-1-1 Advisory Board shall hold at least one public hearing on the plan and provide a recommendation to the Administrator. Notice of the hearing shall be provided to the respective entity to which the plan applies. Within 90 calendar days of receiving a consolidation plan, the Administrator shall take action regarding the plan or waiver. A waiver from a consolidation required under the ETSA may only occur if the Administrator finds that the consolidation will result in a substantial threat to public safety, is economically unreasonable, or is technically infeasible.

There are three categories of filings. Below specifies the documents necessary in a consolidation or modified plan filing.

- i. Consolidation of an unserved county with an existing 9-1-1 authority and the creation of a Joint ETSB;
- ii. Consolidation of either paper ETSBs or multiple ETSBs resulting in the creation of a Joint ETSB and consolidation of individual PSAPs; and
- iii. Consolidation of PSAPs within an ETSB.

The first two categories of plans must file all documents included in this plan application, have a public hearing with the Statewide 9-1-1 Advisory Board and receive approval from the Statewide 9-1-1 Administrator.

The last category deals with consolidations within the ETSB. Per Section 1325.200(h), the filing entity must provide notice to the Statewide 9-1-1 Administrator 10 days prior to: permanent relocation of a PSAP or backup PSAP facility; reduction in 9-1-1 trunks from the selective router to PSAP; or reduction of PSAPs within a 9-1-1 authority. The modification should consist of the following documents in this plan application:

- 9-1-1 General Information Page;
- Verification;
- Narrative statement that explains which PSAP is closing, the date of closure and which PSAP the 9-1-1 calls will be rerouted to; and
- Revised Network Diagram.

An electronic copy of the consolidation or modified plan must be submitted to the Statewide 9-1-1 Administrator who will, in consultation with the Department and Statewide 9-1-1 Advisory Board, provide a thorough review and decision.





# VERIFICATION

I, \_\_\_\_\_, first being duly sworn upon oath, depose and say that I am \_\_\_\_\_, of \_\_\_\_\_; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, ILLINOIS

**9-1-1 SYSTEM PROVIDER  
LETTER OF INTENT**  
(with copy of consolidation Plan)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(9-1-1 System Provider Company Representative)

\_\_\_\_\_  
(9-1-1 System Provider Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

Dear \_\_\_\_\_:

This letter is to confirm our intent to consolidate our 9-1-1 System with (Name all 9-1-1 authorities that will be involved). Enclosed is your copy of our consolidation plan to be filed with the Department of Illinois State Police for approval. Thank you for your attention to this matter.

Sincerely,

(Name)  
(Title)

enclosure: Consolidation Plan

# PLAN NARRATIVE

Please answer the questions below, and provide an overview narrative to help the Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administer understand the consolidation plan as it applies to this application. Please use additional sheets if necessary.

\*Not required for consolidation within a 911 System

1	The exact address of the PSAP, location within building and security of the PSAP.	
2	Are the buildings compliant with Administrative Rules for security <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain below and include anticipated compliance date.	
2a		
3	Type of Radio/Telecommunications compatible with participating and adjacent agencies.	<input type="checkbox"/> STARCOMM21 <input type="checkbox"/> STARCOMM21 ITTF channels only <input type="checkbox"/> Other, explain below
3a		
4	How 9-1-1 calls will be dispatched to participating and adjacent agencies.	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Dispatch <input type="checkbox"/> Call Relay
5*	Have you included maps to show the territory covered by the system, i.e., list town, counties, district, etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
6*	Have you included a listing of all telephone companies?	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
7	Have you included a copy of the intergovernmental agreement and/or resolutions?	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
8*	Have you included adjacent agencies?.	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
9*	Have you included financials?	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
10	Public education.	<input type="checkbox"/> This is an underserved system that will require public education. (See attachment.) <input type="checkbox"/> This is an existing system(s) and does not require public education.

11	Training.	<input type="checkbox"/> This is an underserved system that will require training. (See attachment.) <input type="checkbox"/> This is an existing system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.
12	Use of TTY's and Training	<input type="checkbox"/> This is a underserved system that will require training. (See attachment.) <input type="checkbox"/> This is an existing system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.
13	Have you included call handling agreements; location of alternate PSAP for backup?	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
14	Have you included documents for aid for outside jurisdictions?*Filings without this documentation will be rejected.	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
15	Have you included a new system diagram?	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
15a	Does the new system diagram include PSAP backup locations?	<input type="checkbox"/> Yes <input type="checkbox"/> No* *Filings without this documentation will be rejected.
16*	How are rural residences addressed for the data base?	
16a	Explain all aspects of the data base, i.e., how often is it updated, where is it located, etc.	
16b	Is the selective router being provided by the local exchange carrier via tariffed rates or will it be a county/city/ETSB owned or leased selective router.	

Narrative:

# FINANCIAL INFORMATION

Name of ETSB(s) that are dissolving

Total Reserves to be transferred to Joint ETSB

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

## Dispatch Staff and Positions

\_\_\_\_\_ Number of answering positions prior to the consolidation (total for all entities)

\_\_\_\_\_ Number of answering positions in the consolidated system

\_\_\_\_\_ Number of full time dispatchers/call takers prior to the consolidation (total for all entities)

\_\_\_\_\_ Number of full time dispatchers/call takers in the consolidated system

\_\_\_\_\_ Number part time dispatchers/call takers prior to the consolidation (total for all entities)

\_\_\_\_\_ Number part time dispatchers/call takers in the consolidated system

Total amount (and percentage) of salaries paid for by 9-1-1 prior to consolidation: \$ \_\_\_\_\_ %

Total amount (and percentage) of salaries to be paid for by 9-1-1 after consolidation: \$ \_\_\_\_\_ %

## 9-1-1 Network Cost (per year)

a) Total network cost for each entity prior to the consolidation \$ \_\_\_\_\_

b) Total network cost of consolidated system \$ \_\_\_\_\_

c) Net change in network costs: a - b = c \$ \_\_\_\_\_

If no cost savings in network please explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Identify Network Costs that the ETSB believes the State will pay for the Consolidated System:**

Item	Estimated Amount (per year)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Other Consolidation Cost**

PSAP, CPE, CAD Equipment, logging recorders	\$ _____
MSAG and Mapping Development or changes	\$ _____
Radio Consoles	\$ _____
Construction or Remodel of PSAP	\$ _____
Personnel	\$ _____
Other (Please place total amount in the blank at the right and explain below).	\$ _____

**Recurring and Nonrecurring Cost (per year)**

Estimated nonrecurring cost for consolidation	\$ _____
a) Recurring costs prior to consolidations (all entities)	\$ _____
b) Proposed recurring cost for consolidated system	\$ _____
c) Net change in recurring costs: a – b = c	\$ _____
Revenue (per year)	
Projected surcharge revenue	\$ _____
Projected revenue from local governments	\$ _____
Projected revenue from other sources (grants)	\$ _____
Revenue in reserves	\$ _____
Total Revenue	\$ _____









# ATTACHMENTS

**Ordinance** - Documentation that the individual ETSB will be dissolved and replaced with a JOINT ETSB per an intergovernmental agreement once the consolidation plan is approved by the Illinois State Police Administrator.

**Intergovernmental Agreement** - The agreement creating the Joint ETSB.

**Back-up PSAP Agreement** - The agreement that establishes back-up service due to interruptions or overflow services between PSAPs.

**9-1-1 Network Diagram** - Diagram provided by the 9-1-1 System Provider. Re-evaluation of P.O1 grade of Service for cost savings and network efficiency.

# CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

## For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the \_\_\_\_\_, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

## CALL HANDLING

(System Name) \_\_\_\_\_ PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: \_\_\_\_\_ (State Specific Procedures if radio frequency-identity number, if telephone-identity telephone number)

Secondary: \_\_\_\_\_ (State Specific Procedures if radio frequency-identity frequency number, if telephone-identity number)

## AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 System.

It shall be the responsibility of your agency to maintain the report of the call and the disposition of each call received.

All agreements, management, records, and service will be the responsibility of the advisory and policy board.

\_\_\_\_\_  
PSAP Agency

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Annual Renewal Date

## TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).

2) List wireline exchanges to be tested.

3) List of wireless and VoIP Carriers to test with.

**ILLINOIS STATE POLICE**  
**Statewide 9-1-1 Administrator**



**State of Illinois**

**Consolidation**  
**Waiver Request**



# VERIFICATION

I, \_\_\_\_\_, first being duly sworn upon oath, depose and say that I am \_\_\_\_\_, of \_\_\_\_\_; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, ILLINOIS

# WAIVER REQUEST

Pursuant to 50 ILCS Act 750, Section 15.4a (c), Emergency Telephone System Act, A waiver from the requirement to consolidate may be granted if the Administrator finds that the consolidation will:

- 1) result in a substantial threat to public safety;
- 2) is economically unreasonable; or
- 3) is technically infeasible.

The 9-1-1 authority must fully demonstrate a need for a waiver to the consolidation requirement as specified in 50 ILCS Act 750, Section 15.4a (a), Emergency Telephone System Act. A report must be provided to the Statewide 9-1-1 Administrator which thoroughly addresses one or more of the items listed above with any documentation which supports your waiver request.

The Statewide 9-1-1 Advisory Board and Statewide 9-1-1 Administrator acknowledge that costs to consolidate may not be present within the mandatory time frame. The waiver should provide a minimum five year financial projection to demonstrate that consolidation is economically unreasonable. The waiver should include a projected time frame for consolidation under the current economic or technical conditions. For example, when the next major equipment replacement will take place within the system or how the 911 system will begin interoperability, shared resources and/or consolidation.

Any decision of the Administrator under this Section shall be deemed a final administrative decision and shall be subject to judicial review under the Administrative Review Law.

**Report of Request for Waiver from PSAP Consolidation or  
a Joint ETSB Consolidation**

System Name: \_\_\_\_\_

System Address: \_\_\_\_\_

System Contact: \_\_\_\_\_

Contact Number: \_\_\_\_\_

List documentation provided to support the narrative waiver request. Requestor should include any financial analysis, strategic plans, equipment replacement schedules, etc. to support this waiver request.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Time frame to become compliant for consolidation:

Narrative:



Office of the Statewide 9-1-1 Administrator  
9-1-1 System Consolidation Grant Program  
Request for Grant Proposals  
January 1, 2016

**Announcement:**

The Administrator is announcing a Request for Grant Proposals. Consolidation Grants will be awarded to defray costs associated with 9-1-1 system consolidation of systems outside of a municipality with a population in excess of 500,000. The awarded grants must be used to offset non-recurring costs associated with the consolidation of 9-1-1 systems and shall not be used for ongoing operating costs associated with the consolidated system.

Please submit Grant Proposals no later than **March 31, 2016**. Grant Proposals shall include at least the following information to receive consideration pursuant to Section 15.4b of the Emergency Telephone System Act (hereinafter "Act") and 83 Ill. Admin Code 1327.

## Table of Contents

<b>I.</b>	<b>General</b>	<b>3</b>
<b>II.</b>	<b>Guidelines for the Preparation of Proposals</b>	<b>5</b>
	<b>A. Grant Proposal Cover Sheet</b>	<b>6</b>
	<b>B. Grant Proposal Application</b>	<b>7</b>
<b>III.</b>	<b>Grant Management Provisions</b>	<b>15</b>
<b>IV.</b>	<b>Certifications</b>	<b>16</b>

## I. General

### A. The Consolidation Grant Program

The Illinois State Police Office of the Statewide 9-1-1 Administrator (hereafter “Administrator”) seeks Grant Proposals from entities who are subject to consolidation under Section 15.4a of the Act or who have previously consolidated their 9-1-1 systems seeking to offset non-recurring costs associated with the consolidation of 9-1-1 systems. Applicants must submit proposals in compliance with the Act and the administrative rules adopted thereunder. The Administrator’s goals in administering this program are to:

*Defray costs associated with 9-1-1 system consolidation of systems while increasing the availability and efficiency of E9-1-1 service coverage throughout Illinois*

Grants will be funded, in whole or in part, with funds appropriated to the Illinois State Police (ISP) under the Act from the Statewide 9-1-1 Fund. The Administrator, with the advice and recommendation, of the Statewide 9-1-1 Advisory Board shall administer the program and award grants based on criteria that include but are not limited to:

- (1) reducing the number of transfers of a 9-1-1 call;
- (2) reducing the infrastructure required to adequately provide 9-1-1 network services;
- (3) promoting cost savings from resource sharing among 9-1-1 systems;
- (4) facilitating interoperability and resiliency for the receipt of 9-1-1 calls;
- (5) reducing the number of 9-1-1 systems or reducing the number of PSAPs within a 9-1-1 system;
- (6) cost savings resulting from 9-1-1 system consolidation; and
- (7) expanding E9-1-1 service coverage as a result of 9-1-1 system consolidation including to areas without E9-1-1 service.

The primary purposes of this initiative are to: 1) assist and encourage consolidations of ETSBs and PSAPs; 2) ensure E9-1-1 coverage is expanded throughout the State; and 3) create more efficient and cost effective systems throughout the State. The anticipated benefit of this initiative is statewide E9-1-1 coverage that reduces the number of transfers of 9-1-1 calls, reduces the amount of infrastructure required statewide, promotes cost savings from resource sharing; facilitates interoperability and resiliency for the receipt of 9-1-1 calls, reduces the number of PSAP’s statewide, and promotes long term cost savings.

Priority shall be given first to counties not providing 9-1-1 service as of January 1, 2016, and next to other entities consolidating as required under Section 15.4a of this Act. Funds awarded through this grant shall only be used to offset non-recurring costs associated with the consolidation of 9-1-1 systems and shall not be used for ongoing operation costs associated with the consolidated system. Consolidation Grant funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must remain separate and kept in compliance with the requirements of the Act.

## **B. Project Monitoring**

The ISP will require the successful Applicant to submit to monitoring of the Project. The Applicant will be required to prepare a detailed budget indicating expenses for commodities, equipment, materials and labor, as well as to submit quarterly reports. Details regarding the budget and quarterly reports will be outlined in the grant agreement and will depend upon whether the grant is for reimbursement purposes. Grants that are for reimbursement purposes will not be subject to project monitoring but must meet the requirements set forth for budget details.

## **C. Submission of Grant Proposals**

A completed cover sheet and a signed original of the Applicant's Grant Proposal shall be submitted in a sealed envelope along with an attached file in Microsoft Word e-mailed to [911\\_Admin\\_Support@isp.state.il.us](mailto:911_Admin_Support@isp.state.il.us). **Faxed copies of Proposals will not be accepted.** Please note that the Applicant must submit both the hard copy AND the electronic version of the Proposal.

THE OUTSIDE ENVELOPE AS DELIVERED TO THE ADMINISTRATOR MUST BE ADDRESSED AND MARKED AS FOLLOWS:

Illinois State Police  
Office of the Statewide 9-1-1 Administrator  
9-1-1 Administrative Support Command  
801 South 7th Street  
Springfield IL 62703

All Grant Proposals must be received by the RFGP Contact as shown below:

Due Date and Time: March 31, 2016 1:00 P.M.

Opening will be on the same Due Date at 3:00 P.M.

Anticipated Date for Announcement of Successful Applicant: June 16, 2016.

Please note that the conditions for submission of Proposals, including the deadline, may not be waived or extended regardless of weather conditions or other circumstances that may delay delivery of the Applicant's Proposal. Please allow sufficient time for the delivery.

## **II. Guidelines for the Preparation of Proposals**

The Applicant's Proposal should be organized according to the following:

### **A. Grant Proposal Cover Sheet**

Complete the cover sheet in the format provided. Complete all items of information on the cover sheet. Include the cover sheet as the first item of the proposal. The information on the cover sheet is used to log in the proposal. Therefore, the cover sheet must be the first page of the proposal so it is easily found. Do not cover the Proposal with a letter of transmittal.

This sheet includes the Grant Liaison Contact Information. Please fill in all applicable information.

### **B. Grant Proposal Application**

Complete all of the following items relating to the Grant Proposal:

1. **Signature Page:** The Grant Proposal will be used to produce briefing materials for ISP management. The Grant Proposal must be signed by the Chief Officer of the Applicant.
2. **Grant Proposal Overview:** The Grant Proposal must include an overview to include the following information: Purposes, Goals, and Objectives; Demographic and Criminal Justice Data; Analysis of Needs; Nature and Complexity; and Property, Construction, and Equipment Details.
3. **Statement of Work:** Include a statement of work to be accomplished with this grant. Indicate the benefits to statewide 9-1-1 that this grant will address as well as the relative costs to be incurred and benefit to be achieved.
4. **Budget:** The Applicant must provide the Administrator a budget that illustrates how the funds will be spent during the Agreement period. Please provide your budget in the format provided.

### **C. Required of Applicant**

The Grant Applicant is required to complete and submit all forms listed below as part of the Grant Proposal. The entire document (including the instructions and agreement) shall be submitted both in paper format (signed original) and emailed in a Microsoft Word file to [911\\_Admin\\_Support@isp.state.il.us](mailto:911_Admin_Support@isp.state.il.us). It is important to note that this section references State forms that vendors must complete as part of the evaluation and grant award process, and does not serve as an opportunity for vendors to insert their own forms.

**Office of the Statewide 9-1-1 Administrator  
 9-1-1 System Consolidation Grant Program  
 Grant Proposal Cover Sheet**

<b>ISP USE ONLY:</b>
<b>LOG #:</b>

<b><u>1. Amount Requested and Duration:</u></b>		
<b>Total Project Cost: \$</b>		
<b>Grant Funds Requested: \$</b>		
<b>Start Date:</b>	<b>End Date:</b>	
<b><u>2. Applicant Information</u></b>		
<b>9-1-1 Authority:</b>		
<b>Telephone Number:</b>	<b>Fax Number:</b>	
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip + 4:</b>
<b>County:</b>		
<b>9-1-1 System:</b>		
<b>9-1-1 System Provider:</b>		
<b>ETSB:</b>		
<b><u>3. Grant Liaison (Contact Person)</u></b>		
<b>First name:</b>	<b>Last Name:</b>	
<b>Title:</b>		
<b>Telephone Number:</b>	<b>Fax Number:</b>	
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip + 4:</b>
<b>Email Address:</b>		

**Note: Use this as the top page of Applicant's Proposal.**

**Office of the Statewide 9-1-1 Administrator  
9-1-1 System Consolidation Grant Program  
Grant Application Signature Page**

**Eligibility Information:**

9-1-1 systems outside of a municipality with a population in excess of 500,000 and counties not providing 9-1-1 service as of January 1, 2016 shall be eligible to apply for Consolidation Grants.

Is your system outside of a municipality with a population in excess of 500,000?	Yes <input type="radio"/> No <input type="radio"/>
Did your county have 9-1-1 service as of January 1, 2016?	Yes <input type="radio"/> No <input type="radio"/>
Do you have an order of Authority to operate as a 9-1-1 System?	Yes <input type="radio"/> No <input type="radio"/>
Have you submitted a Consolidation Plan?	Yes <input type="radio"/> No <input type="radio"/>

I hereby certify that the information contained in this grant application is true, accurate, and complete, including but not limited to any attachments hereto made.

\_\_\_\_\_  
(Hereinafter, the Grant Applicant)

\_\_\_\_\_  
*(Signature of Chief Officer)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Office of the Statewide 9-1-1 Administrator  
9-1-1 System Consolidation Grant Program  
Grant Proposal Overview**

**Purposes, Goals, and Objectives Information:**

Please provide a statement of work to be accomplished with this grant and brief narrative specifically identifying how your consolidation plan will:

- A) reduce the number of transfers of a 9-1-1 call;
- B) reduce the infrastructure required to adequately provide 9-1-1 network services;
- C) promote cost savings from resource sharing among 9-1-1 Authorities;
- D) facilitate interoperability and resiliency for the receipt of 9-1-1 calls;
- E) reduce the number of 9-1-1 Authorities or reduce the number of PSAPs within a 9-1-1 system;
- F) save costs in the jurisdictions served through their consolidation;
- G) expand E9-1-1 service coverage; and
- H) the anticipated time period that will be required to achieve consolidation, if it has not already been completed.

**Demographic and Criminal Justice Data:**

What is the approximate population of the geographical area to be served post Consolidation?	
How many law enforcement agencies have jurisdiction within the geographical area to be served post Consolidation?	
How many fire departments have jurisdiction within the geographical area to be served post Consolidation?	
How many ambulance service providers have jurisdiction within the geographical area to be served post Consolidation?	
Are there any other emergency service providers with jurisdiction within the geographical area to be served post Consolidation? If yes, please explain further below.	Yes <input type="radio"/> No <input type="radio"/>

Other Emergency Service Providers:

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**Analysis of Needs:**

Is this grant proposal entirely for reimbursement purposes for expenses that have already been incurred?	Yes <input type="radio"/> No <input type="radio"/>
Are there additional financial resources available to assist with the acquisition and/or construction required by the Consolidation plan? If yes, please explain further below.	Yes <input type="radio"/> No <input type="radio"/>
If the grant proposal is not for reimbursement purposes, is it possible to proceed with the Consolidation in the absence of grant funds? If no, please explain further below.	Yes <input type="radio"/> No <input type="radio"/>
Does your Consolidation Plan include a five-year strategic plan for implementation of the consolidation with financial projections? If no, please explain further below.	Yes <input type="radio"/> No <input type="radio"/>
Did you attach a copy of your submitted Consolidation Plan? If not, please explain further below.	Yes <input type="radio"/> No <input type="radio"/>

**Financial Resources:**

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**Grant Funds required to proceed:**

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**Explain lack of strategic plan and/or attached plan:**

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**Office of the Statewide 9-1-1 Administrator  
9-1-1 System Consolidation Grant Program  
Grant Proposal**

**3.0 Statement of Work**

- 3.1 Project Abstract
- 3.2 Background
- 3.3 Project Objectives
- 3.4 Project Benefits
- 3.5 Scope of Activities
  - a. Geographical and Physical Boundaries
  - b. Environmental Determination
  - c. Description of Work
    - Task 1.0:
      - Sub-Task 1.1:
      - Sub-Task 1.2:
    - Task 2.0:
      - Sub-Task 2.1:

3.6 Deliverables

#	Deliverable Name	Deliverable Description	Related Task
1			
2			
3			
4			

3.7 Project Schedule

- a. Period of Performance: The period of performance for the work described above shall be XX months, beginning MM/YYYY and ending MM/YYYY.

3.8 Schedule of Work

#	Task Name	Estimated Start Date	Estimated End Date
<b>1.0</b>	<b>Major Task</b>	<b>MM/YYYY</b>	<b>MM/YYYY</b>
1.1	Sub-Task	MM/YYYY	MM/YYYY
1.2	Sub-Task	MM/YYYY	MM/YYYY
	<i>Deliverable 1:</i>	<i>n/a</i>	<i>MM/YYYY</i>
<b>2.0</b>	<b>Major Task</b>	<b>MM/YYYY</b>	<b>MM/YYYY</b>
2.1	Sub-Task	MM/YYYY	MM/YYYY
	<i>Deliverable 2:</i>	<i>n/a</i>	<i>MM/YYYY</i>
2.2	Sub-Task	MM/YYYY	MM/YYYY

**Office of the Statewide 9-1-1 Administrator  
9-1-1 System Consolidation Grant Program  
Grant Proposal**

**4.0 Project Budget**

The total estimated cost of the project is [Total Project Cost \$ \_\_\_\_\_], for which the State of Illinois grant will contribute an estimated [State of Illinois Share \_\_\_\_\_.\_\_\_\_\_%] of the total cost, but no more than [Total Amount of State of Illinois Award \$ \_\_\_\_\_]. Any expense required beyond that provided in this grant to complete the project shall be borne by the Grant Applicant.

Itemize anticipated expenses *for this grant project* using the following categories where applicable:

	<b>9-1-1 CALL DELIVERY</b>	<b>Total Cost</b>
4111	9-1-1 System Provider Costs	
4112	ILEC/CLEC Costs	
4114	NG9-1-1 ESINET	
4122	Microwave/Broadband Connectivity	
4124	Other Network Costs	
	<b>9-1-1 CALL DELIVERY TOTAL</b>	\$ -
	<b>9-1-1 CALL TAKING</b>	
4011	Salary and Wages: Mapping & Addressing/GIS Personnel	
4012	Salary and Wages: Telecommunicators	
4060	Call Taking--Personnel Benefits (retirement, insurance, FICA, etc.)	
4211	Computer Aided Dispatch (CAD) Workstations/Hardware	
4212	CAD Software	
4213	CAD Lease/Maintenance	
4214	CPE Workstation Equipment/Hardware	
4215	CPE Software	
4216	CPE Lease/Maintenance	
4217	GIS Software	
4218	GIS Hardware	
4219	GIS Software Maintenance	
4220	GIS Hardware Maintenance	
4221	Other GIS Data Development and Maintenance	
4222	EMD/EFD/EPD Hardware/Software	
4223	Network Hardware	
4224	Server Hardware	
4225	Voice/Data Logging Recorder	
4226	Voice/Data Logging Recorder Lease/Maintenance	
4227	TTY Equipment (if not built into CPE)	
4228	Emergency Power Generator	
4229	Generator Fuel	
4230	Generator Maintenance	
4231	Lease for Generator	
4232	UPS Power	
4233	UPS Power Maintenance	

4234	9-1-1 Workstation Furniture	
4242	Records Management (portion directly related to 9-1-1)	
4243	9-1-1 Language Translation Services	
4276	Call Taking 9-1-1--Technical Training/Required Certifications/Testing	
	<b>9-1-1 CALL TAKING TOTAL</b>	\$ -
	<b>9-1-1 CALL DISPATCH</b>	
4311	Fire/EMS Station Alerting	
4321	Pagers	
4322	Wireless Phones	
4323	Portable Radios/Mobile	
4331	Mobile Data Interface	
4332	Radio Consoles	
4333	Radio Circuits to Towers	
4334	Radio Antenna System	
4335	Radio System/Infrastructure	
4336	Radio Lease/Maintenance	
4337	Radio Frequency Licensing	
4341	Tower Site	
4342	Tower Lease	
4343	Tower Site Maintenance	
	<b>9-1-1 CALL DISPATCH TOTAL</b>	\$ -
	<b>ADMINISTRATIVE</b>	
4031	Salary and Wages: 9-1-1 Coordinator	
4032	Salary and Wages: Other Administrative	
4033	Salary and Wages: Technical Personnel	
4034	Salaries and Wages: Other Employees (Explain in Tab 9.)	
4080	Administrative--Personnel Benefits (retirement, insurance, FICA, etc.)	
4411	Administrative Telephone Lines	
4412	Administrative Wireless Phones	
4413	CJIS Security Compliance	
4414	NG9-1-1 ESINET Design Planning	
4415	NG9-1-1 Regional Shared Services	
4417	Wireless Accuracy Testing Services	
4418	Physical Security	
4419	Procurement/Installation Services	
4421	Repairs/Maintenance not Covered in a Lease/Maintenance Agreement (Explain on Tab 9.)	
4431	Public Education Materials	
4432	Road Signs/Installation/Maintenance	
4441	Office Equipment	
4442	Office Furniture	
4443	Office Supplies	
4444	Uniforms	
4445	Subscriptions and Dues (Explain on tab 9.)	
4476	Administrative 9-1-1--Technical Training/Required Certifications/Testing	
4481	Travel/Lodging/Meals (Directly related to 9-1-1)	
4482	Mileage Reimbursement	
4485	Vehicle	
4486	Vehicle Insurance/Fuel/Maintenance	
4513	Audit and Accounting Services	
4524	Financial Services	
4525	Human Resources Services	
4527	IT Services--Contracted	

4529	Legal Services	
4541	Contract Fees for Outsourced 9-1-1 Activity	
4542	Other 9-1-1 PSAP or Administrative Cost Directly Related to 9-1-1	
4543	PSAP/9-1-1 Office Building/Lease Cost	
4546	Grants (Explain fully on Tab 9.)	
4590	Utilities (electricity, gas, telephone, water, internet)	
4618	Insurance (other than for personnel)	
	<b>ADMINISTRATIVE TOTAL</b>	\$ -
	<b>GRAND TOTAL</b>	\$ -

#### 4.1 Cost Summary

Project Cost by Task		
#	Major Task Name	Total Cost
1.0		\$ 00,000
2.0		\$ 00,000
<b>Total Project Cost</b>		<b>\$ 00,000</b>

#### 4.2 Funding Sources

Project Cost by Funding Source				
Category	Project Contribution Amount	Percentage of Total Project Cost	Other Contribution Amount	Total Cost
<b>State of IL</b>	\$00,000	00.0000%		\$00,000
<b>Grantee</b>	\$00,000	00.0000%	\$00,000	\$00,000
<b>State?</b>	\$00,000	00.0000%	\$00,000	\$00,000
<b>Local</b>	\$00,000	00.0000%	\$00,000	\$00,000
<b>Other</b>	\$00,000	00.0000%	\$00,000	\$00,000
<b>Program Income</b>	\$00,000	00.0000%	\$00,000	\$00,000
<b>TOTAL</b>	<b>\$00,000</b>	<b>100.0000%</b>	<b>\$00,000</b>	<b>\$00,000</b>

**III. Grant Management Provisions – the following provisions shall apply only to grants that are at least partially prospective and are not entirely for reimbursement purposes.**

**A. Project Management**

The Grant Proposal must identify the primary manager of the grant project as well as key staff that will work on the grant project. Please detail experience of such staff as it pertains to this project.

**B. Project Deliverables**

The Grant Proposal must outline deliverables in accordance with the purpose of this grant initiative, including deadlines for achieving such deliverables.

**C. Project Auditing**

The Grant Proposal must outline the auditing mechanisms that will be established and utilized to ensure deliverable deadlines are met and grant funds are utilized in accordance with the project proposal.

**IV. Certifications (include in Grant Proposal as an Attachment)**

**A. Information Regarding Terminations, Litigation and Debarment**

Please provide the following information (Failure to disclose these matters may result in rejection of the Grant Proposal or in termination of any subsequent agreement. This is a continuing disclosure requirement. Any such matter commencing after submission of a Grant Proposal, and with respect to the successful Applicant after the execution of an Agreement, must be disclosed in a timely manner in a written statement to the Department):

1. During the last five (5) years, has Applicant had a contract for services or grant agreement terminated for any reason? If so, provide full details related to the termination.
  
2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by Applicant under any of its existing or past grants or contracts as it relates to services performed that are similar to the services contemplated by this Grant Proposal and the resulting Agreement. If any, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to Applicant.
  
3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of Applicant to engage in any business, practice or activity.
  
4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of Applicant to perform the required services.
  
5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by Applicant on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

## **B. State of Illinois Required Certifications**

The Grant Applicant makes the following certifications as a condition of submitting this Grant Proposal. These certifications are required by state law. The Applicant's execution of this Grant Proposal shall serve as its attestation that the certifications made herein are true and accurate.

1. Conflict of Interest. The Applicant certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of the Applicant's obligations under this Grant Proposal.
2. Bid Rigging / Bid Rotating. The Applicant certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
3. Americans with Disabilities Act. The Applicant certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
4. Drug Free Workplace Act. If the Applicant employs 25 or more employees, it certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
5. Anti-Bribery. The Applicant certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has the Applicant or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).
6. Discrimination / Harassment. The Applicant certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 12

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Plan Commission in Case #PC-04-16 to Approve a Special Use and Certain Variations of the Zoning Code Needed to Allow an Expansion of an Existing Off-Street Parking Area at 7370 North Cicero Avenue

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Mr. Constatin Izvanariu, a dentist and owner of an office building located at 7370 Cicero Avenue, has requested a Special Use and certain zoning Variations for his proposed expansion of an existing off-street parking lot at this location. The subject property, located at the southwest intersection of Jarvis and Cicero Avenues, is located in the Village's "O" Office Zoning District. Adjacent and immediately to the west of the subject property is residential property, zoned R-3. On-street parking is allowed in this area on both Jarvis and Cicero Avenues.

Mr. Izvanariu received a Village business license to operate his dental practice from this location on March 6, 2015. In 2015, Mr. Izvanariu applied for Variations to allow the proposed off-street parking lot extension. The Zoning Board of Appeals unanimously recommended the Variations be denied. Subsequently, the Village Board directed the Plan Commission to review the prohibition of front yard parking on commercial property. The Plan Commission recommended, and the Village Board concurred with, a Text Amendment to allow front yard parking as a Special Use rather than a Variation.

Mr. Izvanariu proposes to expand the existing approximate six-space off-street parking lot by four additional parking spaces with this proposed expansion extending approximately 34 feet into the front yard of the building toward Cicero Avenue. Parking is not allowed in the front yard and this proposed extension of the parking lot into the front yard requires Special Use approval and is the central consideration of the request. Also requested is a parking lot perimeter landscaping Variation and a Variation for parking lot endcap landscaping.

The existing off-street parking lot is presently deemed nonconforming as it lacks the required eight-foot-wide perimeter landscaping area. The Petitioner seeks a Variation to continue this nonconformity for the proposed expanded parking lot area. Proposed end caps for the parking lot require landscaping equal in size to a parking space, and, as proposed, the endcaps do not conform to Code and represent the third Variation requested for this proposed project.

## **Commission Deliberations and Recommendation**

The Plan Commission considered these variation requests on April 13, 2016. At this Public Hearing, no member of the public was present to provide comment or testimony.

At this hearing, Mr. Izvanariu indicated that the existing parking lot was not sufficient for his dental practice. He stated many of his clients are middle age and elderly and they do not want to walk down the street for their vehicle; and, further, that he wanted to be a good neighbor by not having his customers park in front of the adjoining residential properties. He indicated these were the hardships he has and the reason he is seeking the Special Use and Variations.

In deliberating this matter, the Plan Commission acknowledged the practical difficulties with expanding the off-street parking area in a manner compliant with the Zoning Code's landscape requirements. The Commission further considered the appropriateness of expanding the off-street parking. The Commission concluded that the expanded off-street parking area is appropriate with the installation of landscape screening, a minimum of five to six feet in height, to buffer the parking lot from Cicero Avenue.

By a unanimous 7-0 vote, the Plan Commission recommends approval of the requested Special Use and Variations to expand the off-street parking lot at 7370 Cicero Avenue subject to the installation and maintenance of a row of solid landscape screening five to six feet in height buffering the parking lot from Cicero Avenue.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Plan Commission Minutes Dated April 13, 2016 Excerpt (Draft)
2. Staff Report to Plan Commission Dated April 13, 2016
3. Zoning Code Section 7.06(5)
4. Zoning Code Section 6.14
5. Public Hearing Applications
6. Site Plan
7. Proof of Ownership

**RECOMMENDED MOTION:**

**Move to concur** with the recommendation of the Plan Commission in Case #PC-04-16 to approve a Special Use and certain Variations of the Zoning Code needed in order to allow an expansion of an existing off-street parking area at 7370 North Cicero Avenue and to direct the Village attorney to prepare an Ordinance for adoption consistent with this concurrence.

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

**Nay: None**

**Motion Approved: 7-0**

**DRAFT**

**IV. Case #PC-04-16: Public Hearing: 7370 North Cicero Avenue – Special Use for Off-Street Parking Location and Off-Street Parking Landscape Variations**

Chairman Eisterhold swore in the Petitioner, Dr. Constantin Izvanariu, property owner of 7370 North Cicero Avenue.

Development Manager Cook presented the Special Use and Variations requested for the dental office located at 7370 North Cicero Avenue in the O Office District for the expansion of the existing off-street parking area. The Petitioner is requesting a Special Use to allow parking to the front of the building. A text amendment was recently adopted by the Village to change this action from a Variation to a Special Use. The two Variations requested are to allow less than minimum perimeter landscaping for off-street parking and to allow less than minimum interior landscaping for off-street parking.

The Special Use request is to permit off-street parking to the front of the building; this is any parking that is closer to a public street than the building. The area proposed is not allowed to have any off-street parking. The proposed expansion is to the south of the property which includes four parking spaces located eight feet off the property line.

The requested perimeter landscape Variation proposes a 1.25-foot setback along the south lot line with no screening to match the existing off-street parking area. The Zoning Code requires an eight-foot perimeter landscape area.

The requested interior landscape Variation proposes no landscape islands that matches or complies with the Zoning Code which requires a 9-foot by 18-foot landscape island at the end of a parking row. The existing off-street parking also does not include any landscape area. A row of bushes is being proposed to be installed on the east side of the property to screen the expanded parking area. The Petitioner will comply with the wishes of the Plan Commission with regards to what is planted.

Dr. Izvanariu began excavation and prep work to expand the parking area last year. The work was stopped and Dr. Izvanariu was made aware of the Variation requirement. The Variation request was denied by the Zoning Board of Appeals in June 2015. The Village Board allowed the gravel area to remain as long as it was not unsafe. This proposal is what triggered the text amendment change to a Special Use from a Variation.

If the Plan Commission finds that the Special Use standards have been met relative to location, then these standards create a hardship which would require the two requested Variations. To comply with the Zoning Code, the parking area would have to be moved seven feet into the interior of the property causing a loss of half of the parking space area. The drive aisle would need to be moved in order to comply. The proposed landscaping is only one foot shy in width of Code requirements.

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

**Motion to approve the Special Use and Off-Street Parking Perimeter Landscape Variation and Off-Street Parking Interior Landscape Variation was made by Commissioner Pauletto and seconded by Commissioner Yohanna with the requirement that the bushes be maintained at a height of five to six feet.**

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

**Nay: None**

**Motion Approved: 7-0**

#### **V. Case #PC-01-16: Public Hearing: New Comprehensive Plan**

Chairman Eisterhold swore in Mr. Doug Hammel, Principal Associate with Houseal Lavigne Associates, the consultant for the new Comprehensive Plan. Mr. Hammel presented the Comprehensive Plan process and outlined key policies and recommendations. A Comprehensive Plan is the Village's formal policy document that should be used to guide both regulatory decisions and capital improvement decisions over the next 15-20 years.

Commissioner Goldfein asked about specific recommendations regarding alley vacation and commercial parking areas.

Commissioner Sampen asked if there was one goal or concern that would be the focus going forward. Mr. Hammel replied that the Purple Hotel site and the commercial viability of properties along Lincoln Avenue have the potential to be the most transformative direction the Village should undertake.

Commissioner Fishman believes the Commissioners and the public were not given enough notice to have their comments incorporated into the Plan.

Commissioner Pauletto said that this draft Comprehensive Plan provides a very good outline and a guide to making decisions. Chairman Eisterhold commented on the professionalism of the consultants.

Commissioner Yohanna asked Mr. Hammel if the list of funding sources was comprehensive. Mr. Hammel replied that this list should be regularly updated. Grant applications regularly asks if the proposed grant is in line with the policies of the Village's Comprehensive Plan. Village Manager Tim Wiberg spoke about the uses that grant money has funded and that three dollars of every four that the Village spends is from grant money.

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing.

Village Trustee Jesal Patel commented that this Public Hearing should be the forum for discussion for any changes to the Plan and the ideas presented are only recommendations and not mandates.

Commissioner Fishman said the Plan should not dictate aesthetics, especially with respect to garage aesthetics. Commissioners Goldfein and Jakubowski agreed with Commissioner Fishman. Mr. Cook replied that the garage aesthetic recommendation in the Comprehensive Plan would be an added design layer for new single family homes or new additions. This section specifies a specific direction as to how the Zoning Code should be amended. Commissioner Sampen does not agree with this direction.



## Plan Commission Staff Report

### Case # PC-04-16

April 13, 2016

**Subject Property:**

7370 North Cicero Avenue

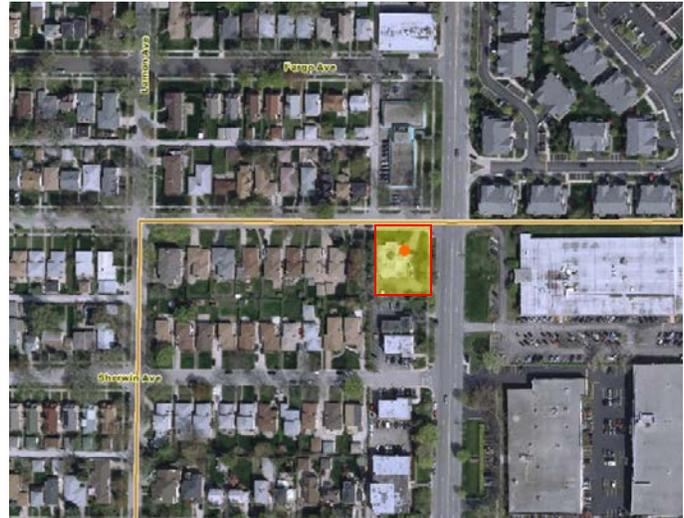
**Zoning District:**

O Office District

**Petitioner:**

Constantin Izvanariu, Property Owner

**Nature of Request:** Dentist office seeks to extend the existing off-street parking area toward Cicero Avenue beyond the established front of the existing building at 7370 North Cicero Avenue.



**Requested Action:**

**Special Use** to extend the existing off-street parking area nearer to Cicero Avenue than the existing building (Section 7.06(5)).

**Variations:**

1. Minimum Perimeter Landscape Requirement for Off-Street Parking Lots (Section 6.14);
2. Minimum Interior Landscape Requirements for Off-Street Parking Lots (Section 6.14);

**Notification:** Notice in Lincolnwood Review March 17, 2016, Public Hearing Sign Installed at 7370 North Cicero Avenue, and Mailed Legal Notices Dated March 17, 2016 to Properties within 250 Feet.

**Summary of Request**

Constantin Izvanariu, property owner of 7370 North Cicero Avenue, seeks a Special Use and Variations in order to extend the existing off-street parking area beyond the established front of the existing building used for a dentist office. The property is within the O Office District in which dentist offices are a Permitted Use. The new dentist office received a business license from the Village on March 6, 2015.

The property is improved with an office building, an off-street parking area to the south of the building, and a circular drive accessed from Jarvis Avenue and exiting onto Cicero Avenue. The property is approximately 17, 550 square feet in area which includes one-

half of a vacated alley that once ran to the west of the property. Parking is permitted on both Jarvis and Cicero Avenue.

The Petitioner seeks approval to extend the existing off-street parking area by approximately 34 feet toward Cicero Avenue. The four new parking spaces will be located nearer to Cicero Avenue than the existing building which is not permitted by Zoning Code. The expansion of the off-street parking area triggers landscape/screening requirements. The Petitioner seeks relief from interior and perimeter landscape requirements in addition to relief from the off-street parking location requirement.

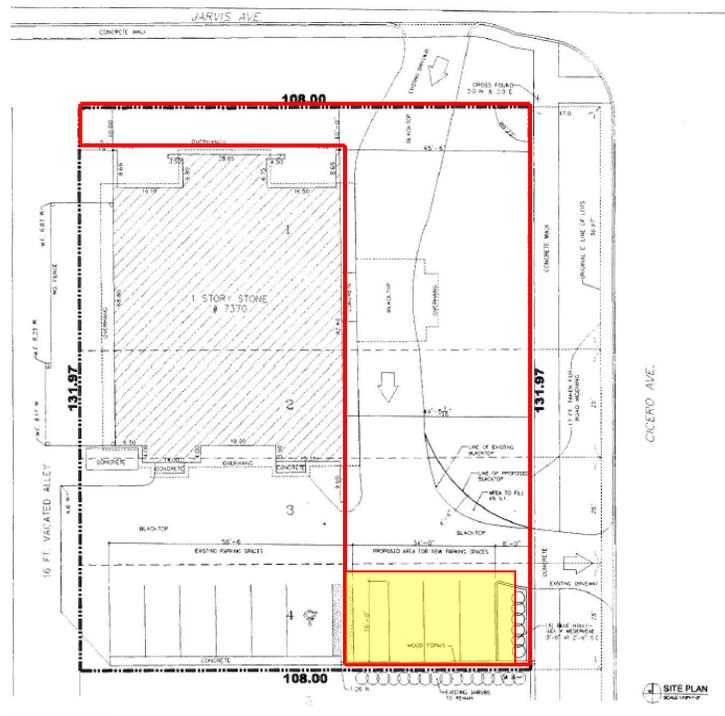
Adjacent to the west of the subject property is a residential neighborhood. To the east and south of the property are various office buildings within the O District. To the north of Jarvis Avenue, the corporate border between Skokie and Lincolnwood is a continuation of commercial uses.

In 2015 Mr. Izvanariu applied for Variations to allow the proposed off-street parking lot extension that is now before the Plan Commission. The Zoning Board of Appeals unanimously recommended the Variations be denied. Subsequently, the Village Board directed the Plan Commission to review the prohibition of front yard parking on commercial property. The Plan Commission recommended, and the Village Board concurred with a Text Amendment to allow Front Yard Parking as a Special Use rather than a Variation.

**Special Use**

**Off-Street Parking Location:**

The Zoning Code, Section 7.06(5), permits off-street parking in any yard except a front yard and a yard abutting a street. In order to install off-street parking in a front and yard abutting a street (“Front Yard Parking”), a Special Use is required. The Village recently modified the review process from a Variation to a Special Use to approve Front Yard Parking. Lou Malnati’s was the first to request a Special Use to allow Front Yard Parking and Mr. Izvanariu is the second Special Use request. As proposed, the new off-street parking area extends



approximately 34 feet beyond the existing building. The site plan above includes an area outlined in red to identify on the subject property where off-street parking is not allowed per the Zoning Code. The highlighted area is the location of the four proposed parking spaces. The new off-street parking area will make the property more compliant relative to

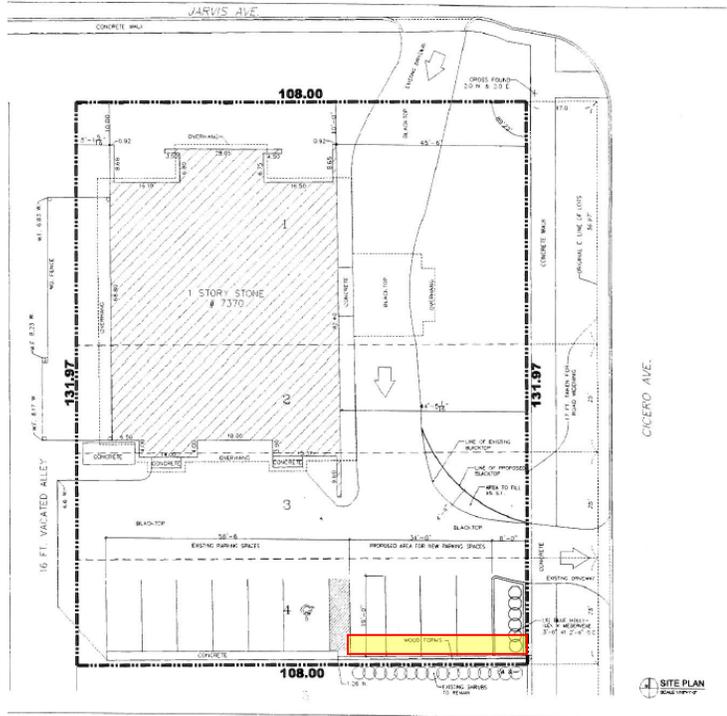
the number of required off-street parking spaces as well as drive aisle width and parking stall dimensions.

**Variations**

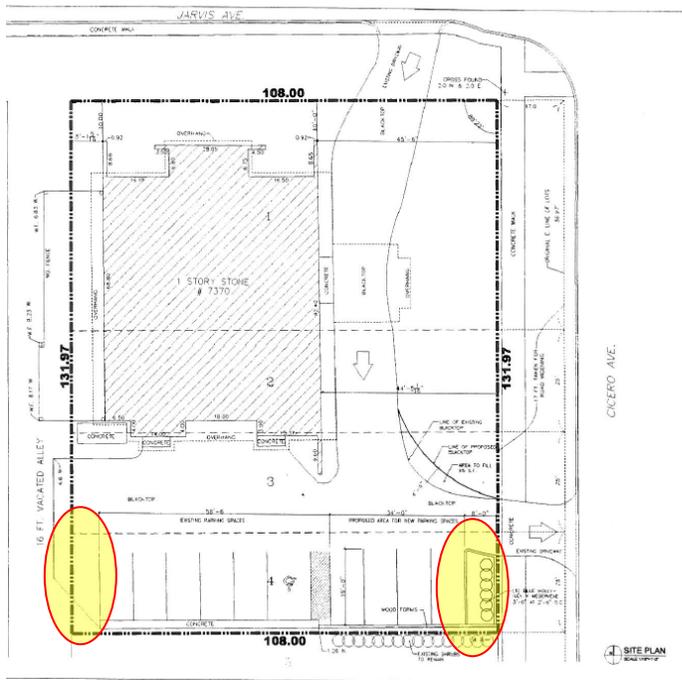
**Off-Street Parking Perimeter**

**Landscape Variation:** The Petitioner seeks approval to permit the perimeter landscape setback along the south lot line to be less than the minimum required width of eight feet. The new off-street parking area is designed to match the existing off-street parking area to the west, at approximately 1.25 feet from the south lot line.

The area highlighted in the excerpt of the site plan to the right identifies the location of the requested Variation to permit less than the required eight-foot perimeter landscape area and screening. The proposed extension is designed to match the existing off-street parking area. The south perimeter area, which is 1.25 feet in width, does not include screening, as required per Zoning Code Section 6.14(1)b. The Petitioner has identified landscape area to the south of the lot line on the property at 7356 North Cicero Avenue as providing the screening envisioned by the Zoning Code.



*Picture of subject property looking across Cicero Avenue and west along south property line. Area of proposed parking lot extension in the foreground.*



**Off-Street Parking Interior Landscape Variation:** The Petitioner seeks relief from the minimum interior landscape requirements of the Zoning Code.

The highlighted areas to the left represent locations of required landscape islands; each end of the row of parking. The highlighted area at the west of the property is an existing nonconforming area with no landscape island. The highlighted area at the east of the property is an area that is eight feet in width. In this location, the Zoning Code would require both perimeter landscape of eight feet with screening and a landscape island at the end of a parking row. Landscape islands are to be 9' x 20' and include one tree. The Petitioner seeks approval to

consider the area highlighted to the east as a perimeter landscape area resulting in no landscape islands at either end of the parking row.

**Conclusion**

Constantin Izvanariu seeks Special Use approval and certain Variations to allow construction of an extension to the existing off-street parking area for the dentist office at 7370 North Cicero Avenue. In total, the project requires:

- Special Use for Off-Street Parking Location (Section 7.06(5));
- Variation from the Minimum Perimeter Landscape Requirement for Off-Street Parking Lots (Section 6.14); and
- Variation from the Minimum Interior Landscape Requirements for Off-Street Parking Lots (Section 6.14);

Any modification to the driveway exiting on to Cicero Avenue is subject to review and approval by the Illinois Department of Transportation (IDOT). Staff has received two phone calls from the public, both of which sought additional information on the project.

**Documents Attached**

1. Zoning Code Section 7.06(5)
2. Zoning Code Section 6.14
3. Public Hearing Application Packet
  - a. Public Hearing Special Use Application
  - b. Site Plan
  - c. Proof of Ownership

Close

Print

Resize:



Village of Lincolnwood, IL  
Friday, April 8, 2016

## Chapter 15. Zoning

### Article VII. OFF-STREET PARKING AND LOADING

#### 7.06. General standards for off-street parking facilities.

Off-street parking facilities shall be provided in accordance with regulations hereinafter set forth.

- (1) Use. Off-street parking facilities required herein listed shall be solely for the parking of automobiles of patrons, occupants, or employees. When bus transportation is provided for patrons, occupants or employees of a specific establishment, additional open or enclosed off-street parking spaces for each bus to be parked on the premises shall be provided in accordance with subsection 7.06(4) through (7) of this article.
- (2) Computation. When determination of the number of off-street parking spaces required by this Zoning Ordinance results in a requirement of a fractional space, any fraction of 1/2 or less may be disregarded while a fraction in excess of 1/2 shall be counted as one parking space.
- (3) Access. Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement.
- (4) Handicapped accessible spaces. The minimum number and dimension of parking spaces set aside as handicapped spaces shall be provided in accordance with the standards of the of the Illinois Capitol Development Board, as set forth in Illinois Accessibility Code, dated April 24, 1997, as may be amended from time to time.
- (5) In yards. Subject to the provisions set forth in this Section 7.06, open-air, off-street parking spaces may be located in: (a) any rear yard, in any zoning district; and (b) in a front yard or a side yard abutting a street, but only within the B-1, B-2, B-3, O-1, M-B, and P Districts, and only upon the issuance of a special use permit therefor pursuant to the procedures set forth in Section 5.17 of this Zoning Ordinance. [Amended 2-2-2016 by Ord. No. 2016-3189]
- (6) Design and maintenance.
  - a. Open and enclosed parking spaces. Parking spaces may be open-air or enclosed in a building and shall be accessed by a private drive that meets the following minimum aisle width standards:

**Table 7.06.01**

Parking Angle	Width (feet)	Length (feet)	One-Way (feet)	Two-Way (feet)
Parallel	9	22	12	20
30°	9	19	12	20
45°	9	19	16	20

Close

Print

Resize:



Village of Lincolnwood, IL  
Friday, March 13, 2015

## Chapter 15. Zoning

### Article VI. SITE DEVELOPMENT STANDARDS

#### Part D. Landscaping

##### 6.14. Minimum landscape requirements for off-street parking lots.

- (1) Perimeter screening required. Every off-street parking lot or parking area containing, five or more parking spaces shall be set back, buffered and screened from public view and adjacent property by a perimeter landscaped area having a minimum width of eight feet, or, where screening shall consist of a masonry wall, a minimum width of five feet.
  - a. The minimum width for the perimeter screening area shall be measured from the property line and shall not include any parking overhang.
  - b. Screening within the perimeter setback area shall consist of a masonry wall, densely planted hedge or massing of shrubs resulting in a 75% semi-opaque screen within one year of installation, installed in a manner so as to inhibit public views of the parking area.
  - c. Perimeter screening shall be continuous, except for breaks as may be permitted for sidewalks, driveways and sight triangles.
  - d. Masonry walls used for perimeter screening shall have a minimum height of 30 inches and a maximum height of 36 inches. Such walls shall have a finished surface which is the same or closely similar to the masonry of the principal building.
  - e. Shrubs planted as perimeter screening shall be at least three feet in height at time of installation.
  - f. The surface of the perimeter setback area shall be suitably covered with grass, ground cover or similar vegetation and periodically mulched. Impervious materials such as asphalt, concrete or a layer of stone is prohibited.
  - g. A six-inch continuous poured-in-place concrete curb shall separate all drive and parking surfaces from landscape areas.
  - h. Upon petition, the ZBA may recommend a creative alternate perimeter screening plan of berms, walls, shrubs, trees or other material, which has the effect of providing a minimum three-foot high visual screen of parking areas.

(2) Interior landscaping requirements.

- a. A planting island equal in area to a parking space shall be located at each end of a parking row and after each 20 parking spaces within a parking row.
- b. One tree shall be required for each planting island required in Section 6.14(2)(a) above.
- c. The surface of the planting island shall be suitably covered with grass, ground cover or similar vegetation and periodically mulched. Impervious materials such as asphalt, concrete or a layer of stone is prohibited.
- d. A six-inch continuous poured in place curb shall separate and surround all interior landscape island areas.
- e. All areas within or at the edges of parking lots which are greater than 50 square feet and not designed for parking stalls, drive aisles or shopping cart collection points, shall be curbed and landscaped with sod, ground cover, bushes or trees.
- f. All landscaped islands shall have a minimum topsoil depth of three feet and mounded to a center height of six to 12 inches above top of curb height.



**VILLAGE OF LINCOLNWOOD**  
**Community Development Department**

**Public Hearing Application**  
**Special Use and PUD**

**SUBJECT PROPERTY**

Property Address: 7370 N. CICCERO AVE.

Permanent Real Estate Index Number(s): 10-28-420-025-0000

Zoning District: 0 Lot Area: 12,515 S.F.

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.  
ONE STORY BUILDING WITH BASEMENT

Are there existing development restrictions affecting the property? \_\_\_ Yes  No  
(Examples: previous Variations, conditions, easements, covenants) If yes, describe: \_\_\_\_\_

**REQUESTED ACTION**

- Special Use - Residential
- Special Use - Non-Residential
- Planned Unit Development (PUD)
- Other

**PROJECT DESCRIPTION**

Describe the Request and Project: EXTEND EXISTING PARKING TO ADD (4) PARKING SPACES ALONG SOUTH SIDE OF THE PROPERTY TO CICCERO AVE,

**PROPERTY OWNER/PETITIONER INFORMATION**

Property Owner(s): (List all Beneficiaries if Trust)

Name: CONSTANTIN IZVANARIU

Address: 5205 MADISON ST, SKOKIE, IL 60077

Telephone: (847) 668-8800 Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: IZVANARIU@GMAIL.COM

Petitioner: (if Different from Owner)

Name: \_\_\_\_\_ Relationship to Property: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

## REQUIRED ATTACHMENTS \*

Check all Documents that are Attached:

Plat of Survey	<u>X</u>	Applicable Zoning Worksheet	<u>      </u>
Site Plan	<u>X</u>	Photos of the Property	<u>X</u>
Proof of Ownership	<u>X</u>	PDF Files of all Drawings	<u>X</u>
Floor Plans	<u>N/A</u>	Elevations	<u>      </u>

\*The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.

## COST REIMBURSEMENT REQUIREMENT

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

Invoices in connection with this application shall be directed to:

Name: CONSTANTIN IZVANARIU  
Address: 5205 MADISON ST.  
City, State, Zip: SKOKIE IL, 60077.

## ATTESTMENT AND SIGNATURE

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

**PROPERTY OWNER:**

Constantin Izvanariu

Signature

CONSTANTIN IZVANARIU

Print Name

2/25/16

Date

**PETITIONER:** (if Different than Property Owner)

        
Signature

        
Print Name

        
Date

## SPECIAL USE STANDARDS

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

1. Please explain how the Special Use is necessary for the public convenience at this location and the subject property is deemed suitable for the use. (Please explain in detail)

PRESENTLY, THERE ARE 6 PARKING SPACES, WHICH INCLUDES 1 DISABLED PARKING SPOT. THE OFFICE PERSONAL CONSIST OF 4-6 PEOPLE. TO AVOID STREET PARKING, ON CICERO AVE AND JARVIS ST., I NEED ADDITIONAL PARKING SPOTS FOR THE SAFTY AND CONVENIANCE OF THE GENERAL PUBLIC. THERE IS SUFFICIENT SPACE ON THE SOUTH SIDE OF THE PROPERTY, TO EXTEND THE EXISTING PARKING. BY AN ADDITIONAL FOUR SPACES.

2. Please explain how the Special Use is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.

BY PROVIDING MORE PARKING SPOTS ON THE PROPERTY, THE PUBLIC (YOUNG + OLD) WILL HAVE A SAFE PLACE, OFF THE STREETS, AND OUT OF HARMS WAY. TTUS, POTENTIAL INJURIES AND ACCIDENTS WILL BE AVOIDED.

3. Please explain how this Special Use would not cause substantial injury to the value of other property in the neighborhood in which it is located.

BY PROVIDING MORE PARKING SPOTS ON MY PROPERTY, THE RESIDENTIAL AREA ON JARVIS ST. WILL BENEFIT THE MOST. THE CICERO AVE. PARKING SPOTS ARE GENERALLY TAKEN IN THE MORNING AND OCCUPIED ALL DAY, BY WORKERS OF OTHER BUSINESSES IN THE AREA.  
- THERE IS NO INJURY TO THE VALUE OF THE SURROUNDING PROPERTIES, ON THE CONTRARY, EVERYONE BENEFITS!

## SPECIAL USE STANDARDS (Continued)

4. The Special Use is consistent with the goals and policies of the Comprehensive Plan.

— YES

THE SPECIAL USE FOR ADDITIONAL PARKING ON THE PROPERTY WILL RELIEVE PARKING CONGESTION IN THE RESIDENTIAL NEIGHBORHOODS, WILL PROVIDE A SAFE AREA FOR THE GENERAL PUBLIC AND WILL NOT HAVE ANY NEGATIVE IMPACT ON THE NEIGHBORHOOD AND TRAFFIC.

5. The Special Use would not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the underlying Zoning District.

— YES

THE SPECIAL USE WILL BE CONCENTRATED ON THE EXISTING PROPERTY AND WILL NOT AFFECT THE NEIGHBORING PROPERTY.

6. Please explain how the Special Use is so designed to provide adequate utilities, access roads, drainage, or necessary facilities.

— THE EXISTING ITEMS LISTED ARE ADEQUATE.

7. Please explain how the Special Use is so designed to provide ingress and egress to minimize traffic congestion on public streets.

THE FOUR ADDITIONAL PARKING SPOTS WILL NOT INCREASE BUSINESS FOR MYSELF. THEY WILL SIMPLY ALLOW MY PRESENT PATIENTS TO PARK ON MY PROPERTY, SAFELY, AND TAKE THEM OFF THE STREET PARKING, WITH NO IMPACT ON TRAFFIC.



**SUBJECT PROPERTY**

Property Address: 7370 N Cicero Ave

Permanent Real Estate Index Number(s): 10-28-420-025-0000

Zoning District O Lot Area: 12,515 s.f.

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.  
One story building with basement

Are there existing development restrictions affecting the property?     Yes   X   No  
(Examples: previous variations, conditions, easements, covenants)

If yes, describe: \_\_\_\_\_

**REQUESTED ACTION**

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards
- Variation - Signs/Special Signs
- Minor Variation
- Other

**PROJECT DESCRIPTION**

Describe the Request and Project: Extend existing parking to add (4) parking spaces along south side of the property to Cicero Ave.

**PROPERTY OWNER/PETITIONER INFORMATION**

**Property Owner(s):**

Name: (List all beneficiaries if Trust): Constantin Izvanariu

Address: 5206 Madison , Skokie, IL 60077

Telephone: (847) 668-8800 Fax: (\_\_\_\_) \_\_\_\_\_ E-mail Address: izvanariu@gmail.com

**Petitioner (if different from owner):**

Name: SAME Relationship to Property: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

## REQUIRED ATTACHMENTS \*

Check all documents that are attached:

Plat of Survey	<u>    X    </u>
Site Plan	<u>    X    </u>
Proof of Ownership	<u>    X    </u>
Floor Plans	<u>   N/A   </u>
Elevations	<u>   N/A   </u>
Applicable Zoning Worksheet	<u>          </u>
Photos of the property	<u>    X    </u>
PDF files of all drawings	<u>    X    </u>

### For Office Use Only

Fee: \_\_\_\_\_ Deposit: \_\_\_\_\_

Date Received: \_\_\_\_\_

Checked By: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.

## COST REIMBURSEMENT REQUIREMENT

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

Invoices in connection with this application shall be directed to:

Name: Constantin Izvanariu  
Address: 5206 Madison  
City, State: Skokie, IL 60077

## ATTESTMENT AND SIGNATURE

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

PROPERTY OWNER

Constantin Izvanariu 4/27/15  
Signature Date

CONSTANTIN IZVANARIU  
PRINT NAME

PETITIONER (if different than property owner)

Constantin Izvanariu 4/27/15  
Signature Date

CONSTANTIN IZVANARIU  
PRINT NAME



**VILLAGE OF LINCOLNWOOD**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**VARIATION STANDARDS**

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

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

See attached

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

See attached

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

See attached.

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

See attached.

**VARIATION STANDARDS (continued)**

- 5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

See attached.

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

See attached.

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

See attached.

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

See attached.

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## SIGN VARIATION STANDARDS

*For all Sign Variation and/or Special Sign requests the Applicant shall also complete Questions 9-12.*

9. The proposed variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

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10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

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11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

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12. The proposed sign conforms with the design and appearance of nearby structures and signs.

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**Variation Standards**

RECEIVED

APR 28 2015

LINCOLNWOOD  
COMMUNITY DEVELOPMENT

Question 1:

We are requesting a variance for the following zoning variances:

1. Parking in front of the building:  
This is a request to add (4) parking spaces to the existing parking lot along the South lot line to accommodate the dental patients and designated drivers for dental surgery patients.
2. Perimeter Landscape width 8'-0":  
We can accommodate the 8'-0" landscape requirement along the East lot line and are requesting to maintain the parking line along the south lot line and
3. Off-street parking screening along south lot line:  
We are requesting to utilize the existing shrubs along the south lot line as off-street parking screening.

Question 2:

The dentist would like to accommodate his patients who have had surgery and their designated drivers with the convenience of this additional parking. This variance would also relieve parking congestion in the residential neighborhood.

Question 3:

The request is for this property.

Question 4:

The additional parking would be convenient for dental patients who have had surgery. This variance would also relieve parking congestion in the residential neighborhood.

Question 5:

The dentist would like to accommodate his patients who have had surgery and their designated drivers with the convenience of this additional parking. This variance would also relieve parking congestion in the residential neighborhood.

Question 6:

The variance will be concentrated on the existing property and will not affect the neighboring property.

Question 7:

This is a request to add (4) parking spaces to the existing parking lot along the South lot line to accommodate the dental patients and their designated drivers for dental surgery patients, to maintain the parking line along the south lot line, accommodate the 8'-0" landscape requirement along the East lot line and to utilize the existing shrubs along the south lot line for off-street parking screening.

Question 8:

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



QUIT CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, NORTH COMMUNITY BANK, an Illinois banking corporation, as Successor by merger with THE FIRST COMMERCIAL BANK, ("Grantor"), whose address is 1110 W. 35<sup>th</sup> Street, Chicago, Illinois 60609, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quit claim and convey AS-IS WHERE, without recourse, unto Constantin Izvanariu ("Grantee"), whose address is 5205 Madison St., Skokie, Illinois 60077, all of Grantor's right, title and interest, if any:

the personal property, if any, as set forth in the Real Estate Contract, as amended, by and between NORTH COMMUNITY BANK, an Illinois banking corporation, as Successor by merger with THE FIRST COMMERCIAL BANK and Constantin Izvanariu for the sale and purchase of the of the property legally described on Exhibit A ("Property").

Grantor makes no representations or warranties whatsoever, regarding the personal property conveyed hereunder, including, without limitation, any representations or warranties related to title, quality, merchantability or fitness for a particular purpose.

Grantor and Grantee acknowledge and agree that this Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of date set forth opposite the signatures below.

GRANTOR: NORTH COMMUNITY BANK, an Illinois banking corporation, as Successor by merger with THE FIRST COMMERCIAL BANK

By: \_\_\_\_\_

Printed Name: Denius Jacobs

Its: Director - Head of DEO

Date: \_\_\_\_\_

ACCEPTANCE OF BILL OF SALE BY GRANTEE:

GRANTEE: Constantin Izvanariu

By: \_\_\_\_\_

Printed Name: CONSTANTIN IZVANARIU

Its: \_\_\_\_\_

Date: 2/28/14

**SPECIAL WARRANTY DEED  
Statutory (Illinois)**

Above Space for Recorder's use only

THIS AGREEMENT, made this 25 day of February, 2014, between NORTH COMMUNITY BANK, an Illinois banking corporation, as Successor by merger with THE FIRST COMMERCIAL BANK, party of the first part, 1110 W. 35<sup>th</sup> St., 2<sup>nd</sup> Floor, Chicago, Illinois 60609, and Constantin Izvanariu, party of the second part, 5205 Madison St., Skokie, Illinois, 60077. WITNESSETH, that the party of the first part, for and in consideration of Ten and 00/100 (\$10.00) Dollars in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN and CONVEY unto the party of the second part, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

**SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A**

Together with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: zoning and building laws and ordinances, general real estate taxes not yet due and payable; special assessments confirmed after the contract date; building, building line and use or occupancy restrictions, private, public and utility easements, existing leases and tenancies, acts of Grantee or those claiming, by through or under Grantee, covenants, conditions and restrictions of record, drainage ditches, lateral and drain tile, pipe or other conduit, matters that would be revealed by a survey of the property.

Permanent Real Estate Numbers: 10-28-420-025-0000; 10-28-420-026-0000; 10-28-420-027-0000 and 10-28-420-028-0000

Address of real estate: 7370 N. Cicero Ave., Lincolnwood, Illinois 60712



EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN BLOCK 5 GEORGE F. NIXON AND COMPANY'S HOWARD-LINCOLN AND  
CICERO SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE  
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7370 N. Cicero Ave., Lincolnwood, Illinois 60712

PIN NO.: 10-28-420-025-0000; 10-28-420-026-0000; 10-28-420-027-0000 and 10-28-420-028-0000

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 13

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Approval of a Recommendation by the Economic Development Commission to Adopt a Resolution Approving Two Property Enhancement Program (PEP) Grants in an Amount Not to Exceed \$25,000 Per Grant for the Airoom Properties at 6825 North Lincoln Avenue and at 6829-6849 North Lincoln Avenue

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Mr. Mike Klein, owner of both the Airoom Headquarters property at 6825 Lincoln Avenue and the Airoom Plaza property at 6829-6849 Lincoln Avenue, has applied for two separate PEP Grants on adjoining properties for one overall project. The project, for which the separate PEP Grants are requested, consists of a redesign of the parking area in front of the Airoom building and FedEx tenant space in the Airoom Plaza, to alter the parking spaces from 90-degree "head-in" spaces to angled parking with a one-way off-street driveway for maneuvering. On-street parking would be provided on the Lincoln Avenue side of the sidewalk, creating an additional buffer between the parking area and drive aisle on the Airoom property.

In addition, the owner will be requesting the Village vacate the right-of-way on the north side of Keystone Avenue, immediately adjacent to the Airoom building, in order to provide ten additional parking spaces to supplement the eight spaces lost in front of the Airoom headquarters building in the shift from 90-degree parking to angled parking. Landscaping improvements are contemplated at the two parking lot access drives from Lincoln Avenue to the Airoom building and Airoom Plaza. The redesigned parking area also requires a relocation of the existing pole sign approximately eight feet south to accommodate the relocated handicapped-accessible parking space. This project consists entirely of improvements to the sites themselves, with no improvements proposed to the buildings as part of the PEP Grant requests.

The Village has been encouraging redevelopment of property along Lincoln Avenue to eliminate individual parking space access directly on to Lincoln Avenue. This type of parking requires vehicles to back out onto Lincoln Avenue, increasing the risk of serious accidents on this busy roadway. Eliminating these dangerous maneuvers would prove beneficial not only to customers of Airoom, but also to drivers along Lincoln Avenue.

These properties are eligible for PEP Grants under the Village-wide PEP Program which currently has a maximum grant limit of \$25,000 per project. PEP Grants require that the property owner fund at least 50 percent of the total project costs. To obtain the maximum grant, the total project cost of each project must be \$50,000 or greater. The Village has received no previous PEP Grant applications for either property. The owner has submitted the three bids summarized below for each requested PEP grant,

with a cost range of \$115,282 to \$117,690 for the Airoom building site work and \$37,943 to \$79,011.50 for the Airoom Plaza site work. Should the owner select the bid from Brigg's Paving, the eligible PEP funds for the Airoom Plaza site would not meet the threshold for a \$25,000 PEP Grant. In that case, the Airoom Plaza site would only be eligible for \$18,971.75. Both other bids would be eligible for \$25,000 in PEP Grant funds for each project.

At its April 27, 2016 meeting, the Economic Development Commission considered the two PEP Grant requests and provided a recommendation for approval, by a 7-0 vote, of a PEP Grant for 6825 Lincoln Avenue, in the amount of \$25,000, and a PEP Grant for 6829-6849 Lincoln Avenue, in an amount up to \$25,000, subject to the amount awarded being no greater than 50 percent of the project costs for that particular property.

In addition to the requested grant approvals, several additional approvals are necessary in order for this project to move forward. Illinois Department of Transportation (IDOT) approval is required for the proposed reconfiguration of Lincoln Avenue, and Village Board approval is required for the proposed vacation of a portion of the Keystone Avenue right-of-way. Zoning Variations would also be needed for parking lot stall and drive aisle dimensions, as well as minor landscaping Variations. Mr. Klein will separately proceed through the required Village approvals at the Plan Commission and Village Board in the next two to three months.

The attached Ordinance has been prepared for consideration, should the Village Board be amenable to this request.

**FINANCIAL IMPACT:**

Maximum expenditure of \$50,000 from the PEP Fund in the 2016 Budget

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. April 22, 2016 Staff Memo to EDC
3. PEP Grant Applications
4. Property Surveys
5. Property Title Report
6. Bid Proposals
7. Scope of Work
8. Proposed Site and Landscape Plan
9. Pictures of the Property
10. PEP Grants Summary
11. April 27, 2016 EDC Meeting Minutes (Draft)

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving two Property Enhancement Program (PEP) Grants, in an amount not to exceed \$25,000 per grant for the Airoom properties at 6825 Lincoln Avenue and at 6829-6849 Lincoln Avenue

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. 2016- \_\_\_\_**

**RESOLUTION APPROVING THE AWARD OF TWO PROPERTY  
ENHANCEMENT PROGRAM (PEP) GRANTS FOR IMPROVEMENTS TO  
6825 AND 6829-6849 LINCOLN AVENUE**

WHEREAS, the Village of Lincolnwood (“Village”) is a home rule municipality in accordance with Article VIII, Section 6(a) of the Constitution of the State of Illinois;

WHEREAS, the Village, as a home rule municipality, has the authority to adopt ordinances and resolutions and to promulgate ordinances, resolutions, rules and regulations that pertain to its government and affairs, and this Resolution is adopted pursuant to the Village’s home rule authority;

WHEREAS, the President and Village Board of Trustees of the Village of Lincolnwood (“Corporate Authorities”) have established the Property Enhancement Program (“PEP”) Grant Program to help property owners with improving and beautifying their business property within the Village;

WHEREAS, the Corporate Authorities have considered the findings and recommendation of the Economic Development Commission concerning the award of two separate PEP Grants; the Airoom Building at 6825 Lincoln Avenue and the Airoom Plaza at 6829-6849 Lincoln Avenue and concur with these findings and recommendation.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lincolnwood, Cook County, Illinois, as follows:

SECTION 1. That the Preamble to this Resolution is adopted by this reference as if fully set forth herein.

SECTION 2. That the Corporate Authorities hereby concur with the recommendation provided by the Economic Development Commission and hereby approve the award of a PEP Grant for Airoom and Airoom Plaza, for improvements to the properties at 6825 Lincoln Avenue and 6829-6849 Lincoln Avenue, in a grant amount not to exceed \$25,000 per property, and with an improvement completion date deadline of no later than one-year from the date of this Resolution.

SECTION 3. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_

\_\_\_\_\_

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Gerald C. Turry  
Village President

ATTEST:

\_\_\_\_\_  
Beryl Herman  
Village Clerk

# Memorandum

To: Chair and Members  
Economic Development Commission

From: Steve McNellis  
Community Development Director

Date: April 22, 2016

**Subject: PEP Grant Requests -**

- 1) 6825 Lincoln Avenue (Airoom building)**
- 2) 6829-6849 Lincoln Avenue (Airoom Plaza – Multi-tenant commercial ctr.)**

Attached is an application from Mr. Michael Klein, owner of Airoom, for two Property Enhancement Program (PEP) Grants for the Airoom building at 6825 Lincoln Avenue, and the adjacent multi-tenant Airoom Plaza at 6829-6849 Lincoln Avenue. Per the attached applications, the property owner of the Airoom building is LAMB Corp., based at 6825 Lincoln Avenue in Lincolnwood and the owner of Airoom Plaza is New Trier Partners LLC, based at 6815 N. Lincoln Avenue in Lincolnwood. The Airoom headquarters building is two-three stories in height and houses Airoom's offices and showrooms, while the adjacent plaza consists primarily of a one-story building with a variety of commercial service tenants, including; FedEx Office, Gentle Touch Dentistry, Lincolnwood Chiropractic, Luna Nails, Rosati's Pizza, Subway, a Cleaners, Joseph's Shoe repair and Chris's Hair Salon. These properties are located in the Lincoln-Pratt Business District, a key commercial district in the 2005 Lincoln Avenue Corridor Plan.

This is essentially one project spanning two properties, thus the request for two separate PEP Grants. The project for which the PEP Grants are requested consists of a redesign of the parking area in front of the Airoom building and FedEx tenant space in the Airoom Plaza, to alter the parking spaces from 90 degree "head-in" spaces to angled parking with a one-way off-street driveway for maneuvering, all located behind a parkway that consists primarily of a curbed sidewalk. On-street parking would be provided on the Lincoln Avenue side of the sidewalk, creating an additional buffer between the parking area and drive aisle on the Airoom property.

In addition, the owner is requesting the Village vacate the right-of-way on the north side of Keystone Avenue, immediately adjacent to the Airoom building, in order to provide ten additional parking spaces to supplement the eight spaces lost in front of the Airoom headquarters building in the shift from 90 degree parking to angled parking. Landscaping improvements are contemplated at the two parking lot access drives from Lincoln Avenue to the Airoom building and Airoom Plaza. The redesigned parking area also requires a relocation of the existing pole sign approximately 8' south to accommodate the relocated handicapped-accessible parking space. This project consists entirely of improvements to the site itself, with no improvements proposed to the building as part of the PEP Grant request.

As background, the Village has been encouraging redevelopment of property along Lincoln Avenue to eliminate individual parking space access directly on to Lincoln Avenue. This type of parking requires vehicles to back-out on to Lincoln Avenue, increasing the risk of serious accidents on this busy roadway. Eliminating these dangerous maneuvers would prove beneficial not only to customers of Airoom, but also to drivers along Lincoln Avenue.

These properties are eligible for PEP Grants under the Village-wide PEP Program which currently has a maximum grant limit of \$25,000 per project. PEP Grants require that the property owner fund at least 50% of the total project costs. To obtain the maximum grant, the total project cost of each project must be \$50,000 or greater. The owner has submitted the three bids summarized below for each requested PEP grant, with a cost range of \$115,282 - \$117,690 for the Airoom building site work and \$37,943 to \$79,011.50 for the Airoom Plaza site work. Should the owner select the bid from Brigg's Paving, the eligible PEP funds for the Airoom Plaza site would not meet the threshold for a \$25,000 PEP Grant. In that case, the Airoom Plaza site would only be eligible for \$18,971.75. Both other bids would be eligible for \$25,000 in PEP Grant funds for each project.

Bidders	Airoom Building (PEP Request 1)	Airoom Plaza (PEP Request 2)
Rabine Paving	\$115,789.25	\$79,011.50
P.S. Coyote, Inc.	\$115,282.00	\$66,465.00
Briggs Paving	\$117,690.00	\$37,943.50

Mike Klein, owner of Airoom and the adjacent Airoom Plaza, will be present at our Wednesday morning meeting to present his project, discuss his bid preference, and answer any questions Commissioners may have regarding this request.

### **Approvals Required**

In addition to the requested grant approval, several additional approvals are necessary in order for this project to move forward. Illinois Department of Transportation (IDOT) approval is

required for the proposed reconfiguration of Lincoln Avenue and Village Board approval is required for the proposed vacation of a portion of the Keystone Avenue right-of-way. Zoning Variations would also be needed for parking lot stall and drive aisle dimensions, as well as minor landscaping variations. Therefore, staff recommends approval of the requested PEP Grant be subject to obtaining required approvals from both IDOT and the Village.

### **Recommendation**

Should the EDC support the award of the two requested PEP Grants, the following motion would be appropriate:

**Move to** recommend approval of a PEP Grant for 6825 Lincoln Avenue in the maximum amount of \$25,000 and a PEP Grant for 6829-6849 Lincoln Avenue in the amount of (\$25,000 or \$18,971.75), subject to receipt of required approvals from IDOT and the Village Board

### **Attachments**

1. PEP Grant Application
2. Property Survey
3. Property Title Report
4. Bid Proposals
5. Scope of Work
6. Proposed Site Plan and Landscape Plan
7. Pictures of Property
8. PEP Grants summary (2000-2016)



VILLAGE OF LINCOLNWOOD

# Property Enhancement Program

*Application for Participation*

## Applicant Information

Applicant's Name: Michael Klein  
Applicant's Address: 6825 N. Lincoln Ave, Lincolnwood, IL 60712  
E-Mail Address: mklein@airoom.com  
Contact Person for Project: Sherie Cervantes  
Daytime Phone Numbers: Voice: (847) 213-5240 FAX (847) 674-0794  
Applicant is (check all that apply) Tenant  Property Owner   
Number of Year's in Lincolnwood: 55  
Contact Name/Contact Information for Applicant's Agent or Architect (if any) \_\_\_\_\_  
Michael Klein (Agent) 847-213-5240  
(Note: if applicant is only a tenant, attach a letter from the property owner granting permission for project)

## Property Information

Project Property Location/Address: 6825 N. Lincoln Ave., Lincolnwood, IL 60712  
Property Owner Name/Address: LAMB Corp., 6825 N. Lincoln Ave., Lincolnwood, IL 60712  
This Property is: Retail  Office  Industrial  Other  (explain) \_\_\_\_\_  
Number of businesses on-site: 1  
Name of All Businesses/Tenants on site: Airoom, Architects Builders and Remodelers  
  
Size of Building (dimensions or total square feet) 25,000 SF Number of stories in Building 3  
Size of Property (dimensions or total square feet) 20,106 SF  
Number of Parking Spaces on Property 26  
Last Year Property was Sold: N/A Last Real Estates Taxes Paid \$ \$56,212.05 <sup>(2014 1st</sup> <sub>Installation)</sub>  
Property Tax Index Number(s) (PIN): 10-34-229-014, 10-34-229-015, 10-34-229-016, 10-34-229-017 and 10-34-229-028  
(Note: Attach a photo of this property, land survey, title report, legal description and information regarding property insurance)

## Project Information

Total Anticipated Project Cost: \$ 335K Amount Requested From Village \$ 50K

Project Scope: Describe and identify all the exterior improvements proposed for this Property  
(Use additional paper if necessary to fully describe proposed project and proposed improvements)

Install new curbs, create new parking spaces, planting, landscaping, lighting and signage.

If approved, estimated project completion date: July 30, 2016

Note: Attach line item cost estimate, site plan/landscape plan/drawings or additional information to fully describe this project.

-OVER-

**Application Statement**  
***(Read and Sign Below)***

I hereby make application to participate in Lincolnwood's Property Enhancement Program (PEP). In making this application I understand that the purpose of PEP is to help create attractive, exterior improvements to business property in the Village and it is not intended to fund routine or required property maintenance. I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. I understand that all improvements made through PEP must be in accordance with Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I also understand that any work started or completed prior to approval of the project and my participation in the PEP program, is not eligible for reimbursement.

In making this application, I understand that the PEP program is highly competitive, funds are limited and selection for participation is at the sole discretion of the Village. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. As part of any Village approval, I understand that the Village may require changes or additions to my plans and intended scope of work. I recognize that a project that will be highly visible and attractive, which proposes comprehensive improvements and/or requires less Village matching funds, stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project and this may be at an amount lower than requested or less than half of the anticipated cost of the project. I further understand that PEP operates as a rebate grant program and therefore if selected for participation, Village funds will be paid to me at the conclusion of the work, after submittal by me of copies of all bills and satisfactory evidence of their payment. I understand that the actual rebate amount will be calculated at 50% of the documented actual costs incurred by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project. I acknowledge cash payment(s) for work under this program is not acceptable and understand it is my sole responsibility to provide the Village clear and convincing documentation of the costs I have incurred and paid.

While I understand that all contracts will be between my chosen contractor(s) and myself, I also understand that if I am approved to participate in the PEP program, I must competitively bid the improvement work and provide evidence of competitive bidding to the Village. I also understand that I will be expected to select the lowest responsible bidder, or alternatively provide a reasonable explanation for choosing another contractor, and will obtain Village approval prior to engaging any contractor.

Although PEP is considered a grant program, I understand that the Village has an interest in the longevity of the improvements made and therefore, if within 5 years of the completion of PEP funded improvements, said improvements are subsequently removed or damaged, (except by an Act of God), I shall have an obligation to reimburse to the Village, grant funds provided and I will repay the Village, on a pro-rata basis, the PEP Grant amount provided me. To ensure the Village's interest and repayment, I agree to carry property insurance on the subject property, name the Village as an additional insured and I further consent to this reimbursement obligation being recorded as a covenant on the subject property. In making this application I understand and agree that if selected for PEP participation, I must follow any and all program requirements (including securing all Village permits as may be required), in order to remain eligible for the rebate grant.

**By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the PEP Program.**

\_\_\_\_\_  
**APPLICANT SIGNATURE**

\_\_\_\_\_  
**DATE**

THE FOLLOWING REQUIRED APPLICATION ITEMS ARE ATTACHED TO THIS APPLICATION

- Land Survey of Subject Property
- Title Report for Subject Property
- Legal Description of Subject Property
- Line Item Estimate of Proposed Improvements
- Proposed Site Plan/Landscape Plan/Elevation Plan(s)
- Photo(s) of Subject Property
- Name/Address/Policy Number of Property Insurance Company

# ALTA/ACSM Land Title Survey

Central Survey, LLC 6415 N. Caldwell Ave., Chicago, Illinois 60646-2713  
 Phone (773) 631-5285 www.Centralsurvey.com Fax (773) 775-2071

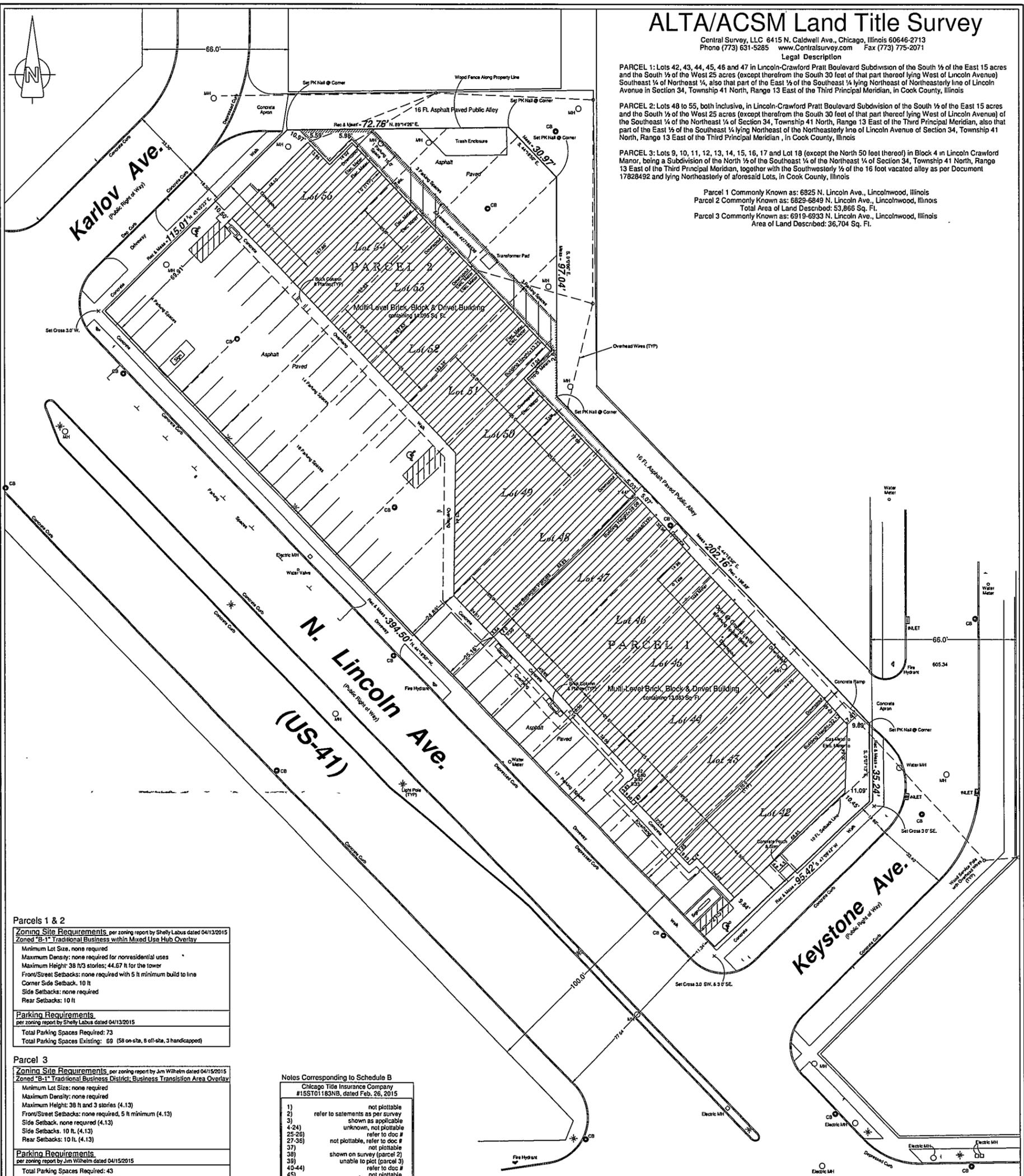
## Legal Description

**PARCEL 1:** Lots 42, 43, 44, 45, 46 and 47 in Lincoln-Crawford Pratt Boulevard Subdivision of the South 1/2 of the East 15 acres and the South 1/2 of the West 25 acres (except therefrom the South 30 feet of that part thereof lying West of Lincoln Avenue) Southeast 1/4 of Northeast 1/4, also that part of the East 1/2 of the Southeast 1/4 lying Northeast of Northeastly line of Lincoln Avenue in Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

**PARCEL 2:** Lots 48 to 55, both inclusive, in Lincoln-Crawford Pratt Boulevard Subdivision of the South 1/2 of the East 15 acres and the South 1/2 of the West 25 acres (except therefrom the South 30 feet of that part thereof lying West of Lincoln Avenue) of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, also that part of the East 1/2 of the Southeast 1/4 lying Northeast of the Northeastly line of Lincoln Avenue of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

**PARCEL 3:** Lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and Lot 18 (except the North 50 feet thereof) in Block 4 in Lincoln Crawford Manor, being a Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, together with the Southwesterly 1/2 of the 16 foot vacated alley as per Document 17828492 and lying Northeastly of aforesaid Lots, in Cook County, Illinois

Parcel 1 Commonly Known as: 6825 N. Lincoln Ave., Lincolnwood, Illinois  
 Parcel 2 Commonly Known as: 6829-6849 N. Lincoln Ave., Lincolnwood, Illinois  
 Total Area of Land Described: 53,866 Sq. Ft.  
 Parcel 3 Commonly Known as: 6919-6933 N. Lincoln Ave., Lincolnwood, Illinois  
 Area of Land Described: 36,704 Sq. Ft.



**Parcels 1 & 2**

**Zoning Site Requirements** per zoning report by Shelly Labus dated 04/13/2015  
 Zoned "B-1" Traditional Business within Mixed Use Hub Overlay

Minimum Lot Size: none required  
 Maximum Density: none required for nonresidential uses  
 Maximum Height: 38 ft/3 stories; 44.67 ft for the tower  
 Front/Street Setbacks: none required with 5 ft minimum build to line  
 Corner Side Setback: 10 ft  
 Side Setbacks: none required  
 Rear Setbacks: 10 ft

**Parking Requirements**  
 per zoning report by Shelly Labus dated 04/13/2015  
 Total Parking Spaces Required: 73  
 Total Parking Spaces Existing: 69 (58 on-site, 8 off-site, 3 handicapped)

**Parcel 3**

**Zoning Site Requirements** per zoning report by Jim Wilhelm dated 04/15/2015  
 Zoned "B-1" Traditional Business District, Business Transition Area Overlay

Minimum Lot Size: none required  
 Maximum Density: none required  
 Maximum Height: 38 ft and 3 stories (4.13)  
 Front/Street Setbacks: none required, 5 ft minimum (4.13)  
 Side Setback: none required (4.13)  
 Side Setbacks: 10 ft (4.13)  
 Rear Setbacks: 10 ft (4.13)

**Parking Requirements**  
 per zoning report by Jim Wilhelm dated 04/15/2015  
 Total Parking Spaces Required: 43  
 Total Parking Spaces Existing: 44 (37 on-site, 6 off-site, 1 handicapped)

**Notes Corresponding to Schedule B**  
 Chicago Title Insurance Company  
 #15ST01183NB, dated Feb. 26, 2015

- 1) not plottable
- 2) refer to statements as per survey
- 3) shown as applicable
- 4-24) unknown, not plottable
- 25-26) refer to doc #
- 27-36) not plottable, refer to doc #
- 37) not plottable
- 38) shown on survey (parcel 2)
- 39) unable to plot (parcel 3)
- 40-44) refer to doc #
- 45) not plottable

**Legend**

- N = North
- S = South
- E = East
- W = West
- (TYP) = Typical
- Rec = Record
- Meas = Measure
- St. = Street
- Ave. = Avenue

Scale: 1 inch equals 20 feet

Ordered By: Allgood  
 Order Number: 68259  
 Assume no dimension from scaling upon this plot. Compare all points before building and report any difference at once. For building restrictions refer to your abstract, deed, contract and local ordinances.

**Statement of Encroachments**  
 (A) Fence encroaches 0.56" W/y. onto public right of way

**Surveyor's Notes:**

- \*Property is located within Flood Zone "X" (areas determined to be outside the 0.2% annual chance floodplain) per FEMA Map Number 17031C0265J, dated 8/19/2008.
- \*No observed evidence of earth moving work, building construction or additions.
- \*No observed evidence of proposed changes in street right of way lines and observed evidence of recent street or sidewalk construction or repairs.
- \*No observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- \*No observed evidence of site containing wetland areas.
- \*No observed evidence of offsite easements or servitudes serving the property.

State of Illinois )  
 County of Cook ) S.S.

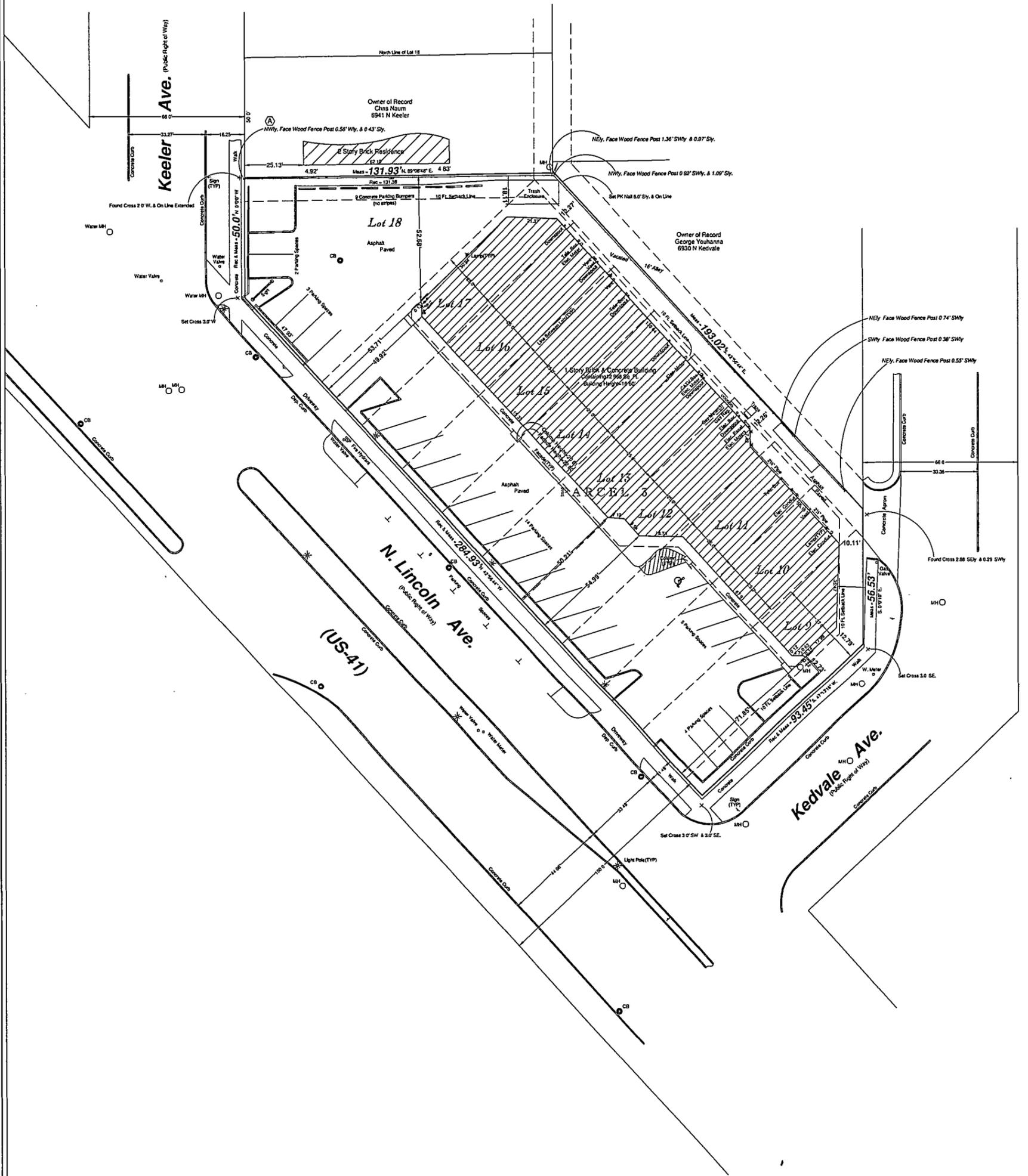
This is to certify to Lamb Corporation, an Illinois corporation; Aloom Plaza, L.L.C., an Illinois limited liability company; Lincolnwood Commons, L.L.C., an Illinois limited liability company; KeyBank National Association, a national banking association, its successors and/or assigns and Chicago Title Insurance Company that an on the ground survey per record description of the land shown hereon was performed March 16, 2015 and that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2011 and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(c), 13, 16, 17, 18, 19 and 20(a) of Table "A" thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS, and in effect on the date of this certification, I further certify that in my professional opinion, as a land surveyor registered in the State of Illinois the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Dated this 16th day of March 2015  
 William R. Webb P.L.S. #2190  
 Professional Design Firm Land Surveying Corporation

*William R. Webb*  
 Expires November 30, 2016  
 (License Number 184-004113)

**William R. Webb**  
 2190  
 Professional  
 Land  
 Surveyor  
 State of  
 Illinois  
 Chicago, Illinois

This professional service conforms to current Illinois minimum standards for a boundary survey



# ALTA LOAN POLICY OF TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

**15ST01183NB**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - (b) failure of any person or Entity to have authorized a transfer or conveyance;
  - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;

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ALTA Loan Policy (06/17/2006)

Page 1

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- (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
- (g) a defective judicial or administrative proceeding.
- 10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
- 11. The lack of priority of the lien of the Insured Mortgage upon the Title
  - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
    - (i) contracted for or commenced on or before Date of Policy; or
    - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
  - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
- 12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
- 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
  - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:

President

Attest:

Secretary



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### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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ALTA Loan Policy (06/17/2006)



Issued By: Stewart F. Schechter  
630 Dundee Road, Suite 120  
Northbrook, IL 60062

SCHEDULE A

Date of Policy	Amount of Insurance
May 1, 2015	\$7,700,000.00

Policy No.: 15ST01183NB  
Loan No.: 10093599  
Address Reference: 6825 N. Lincoln, Lincolnwood, IL 60712  
6829-6849 N. Lincoln, Lincolnwood, IL 60712  
6921-6933 Lincoln, Lincolnwood, IL 60712

1. Name of Insured:

KeyBank National Association, a national banking association, ISAOA, its successors and/or assigns as their respective interests may appear

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

Lamb Corporation, a corporation of Illinois as to parcel 1, Airoom Plaza, L.L.C., an Illinois limited liability company as to parcel 2 and Lincolnwood Commons L.L.C., an Illinois limited liability Company as to parcel 3

4. The Insured Mortgage and its assignments, if any, are described as follows:

Mortgage, Assignment of Leases and Rent, Security Agreement and Fixture Filing, dated April 21, 2015 and recorded May 1, 2015 as document no. 1512101043 made by Lamb Corporation, an Illinois corporation, Airoom Plaza, L.L.C., an Illinois limited liability company and Lincolnwood Commons, L.L.C., an Illinois limited liability company to KeyBank National Association, a National Banking Association to secure an indebtedness in the amount of \$7,700,000.00.

5. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A



**EXHIBIT "A"**  
Legal Description

**Parcel 1:**

Lots 42, 43, 44, 45 46, and 47 in Lincoln-Crawford Pratt Boulevard subdivision of the south 1/2 of the east 15 acres and south 1/2 of the west 25 acres (except therefrom the south 30 feet of that part thereof lying west of Lincoln Avenue) southeast 1/4 of northeast 1/4, also that part of the east 1/2 of southeast 1/4 lying northeast of northeasterly line of Lincoln Avenue in section 34, township 41 north, range 13, east of the third principal meridian, in Cook County, Illinois.

**Parcel 2:**

Lots 48 to 55, both inclusive, in Lincoln-Crawford Pratt Boulevard subdivision of the south 1/2 of the east acres and the south 1/2 of the west 25 acres (except therefrom the south 30 feet of that part lying west of Lincoln Avenue) of the southeast 1/4 of the northeast 1/4 of section 34, township 41 north, range 13, east of the third principal meridian, also that part of the east 1/2 of the southeast 1/4 lying northeast of the northeasterly line of Lincoln Avenue of section 34, township 41 north, range 13, east of the third principal meridian, in Cook County, Illinois.

**Parcel 3:**

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, and lot 18 (except the north 50 feet thereof) in block 4 in Lincoln Crawford Manor, being a subdivision of the north 1/2 of the southeast 1/4 of the northeast 1/4 of section 34, township 41 north, range 13, east of the third principal meridian, together with the southwesterly 1/2 of the 16 foot vacated alley as per doc #17828492 and lying northeasterly of aforesaid lots, in Cook County, Illinois.

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ALTA Loan Policy (06/17/2006)



SCHEDULE B
EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

PART I

- 1. 1. Taxes for the year(s) 2014 and 2015
2015 taxes are not yet due or payable.

1A. Note: 2014 final installment not yet due or payable

Table with 2 columns: Perm tax#, Pcl. Lists 22 items from 10-34-216-007-0000 to 10-34-229-028-0000.

- 2. 1. Taxes for the year(s) 2014 and 2015
2015 taxes are not yet due or payable.

1A. Note: 2014 final installment not yet due or payable

Table with 2 columns: Perm tax#, Pcl. Lists 1 item: 10-34-229-007-0000 1 of 1

- 3. Ordinance by the village of Lincolnwood recorded as document 1426745075

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

4. Terms, provisions and conditions as contained in the ordinances recorded as document numbers 0904231151, 1000831065, 1217931097 and 1218822125.
5. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) Relates to handicap but does not discriminate against handicapped persons), relating to cost, location, character and use of buildings to be erected on the land and to the use of said land contained in the document recorded August 2, 1926 as document No. 9359136 which does not contain a reversionary or forfeiture clause.
- (Affects Parcel 1)
6. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) Relates to handicap but does not discriminate against handicapped persons), relating to cost, location, character and use of buildings to be erected on the land and to the use of said land contained in the document recorded December 21, 1932 as document No. 11178268 which does not contain a reversionary or forfeiture clause.
- (Affects Parcel 1)
7. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) Relates to handicap but does not discriminate against handicapped persons), relating to character, location, cost and use of buildings to be erected on the land contained in the document recorded August 7, 1931 as document No. 10950966 which does not contain a reversionary or forfeiture clause.
- (Affects Parcel 1)
8. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) Relates to handicap but does not discriminate against handicapped persons), relating to cost, location, character and use of buildings to be erected on the land contained in the document recorded August 12, 1931 as document No. 10953285 which does not contain a reversionary or forfeiture clause.
- (Affects Parcel 1)
9. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) Relates to handicap but does not discriminate against handicapped persons), relating to the cost, use and location of buildings to be erected on the land contained in the Deed recorded May 22, 1930 as document No. 10666307 which does not contain a reversionary or forfeiture clause.
- (Affects Parcel 1)

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ALTA Loan Policy (08/17/2006)



**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**  
(continued)

10. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) Relates to handicap but does not discriminate against handicapped persons), relating to the cost, location, use and character of buildings to be erected on the land contained in the Deed recorded November 25, 1930 as document No. 10797203 which does not contain a reversionary or forfeiture clause.

(Affects Parcel 1)

11. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) Relates to handicap but does not discriminate against handicapped persons), relating to the cost, location, use and character of buildings to be erected on the land contained in the Deed recorded February 13, 1934 as document No. 11357164 which does not contain a reversionary or forfeiture clause.

(Affects Parcel 1)

12. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) Relates to handicap but does not discriminate against handicapped persons), relating to the cost, location, use and character of buildings to be erected on the land contained in the Deed recorded February 13, 1934 as document No. 11357165 which does not contain a reversionary or forfeiture clause.

(Affects Parcel 1)



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
 (continued)

13. right of tenants as tenants only, with no options to purchase or rights of first refusal, under unrecorded leases as of the date of this policy:  
 tenants listed below.

Airoom LLC  
 Fed Ex  
 Gentle Touch Dentistry  
 Chong S. Kim, DBA K Cleaners  
 Subway Restuarants, Inc.  
 Rosati's Pizza  
 Lincolnwood Chiropratic  
 Luna Nails  
 Chris Nail Salon  
 Accelerated Health  
 Gage Cleaners  
 Joseph Shoe Clinic  
 Lincolnwood Wine and Spirits  
 Miracle Ear  
 Revive

14. Easement in, upon, over and along the as shown on the attached sketch marked Exhibit "A" of the land to install and maintain all equipment for the purpose of serving the land and other property with telephone and electric service, together with right of access to said equipment, as created by Grant to Commonwealth Edison Company and Illinois Bell Telephone Company Recorded July 26, 1984 as document 27188536.

Said easement is shown as a strip varying in width from 4.00 feet to 14.00 feet northeaset of and adjoining the building on the land.

(Affects Parcel 2)

15. Easement in, upon, over and along the as shown on the attached sketch marked Exhibit "A" of the land to install and maintain all equipment for the purpose of serving the land and other property with telephone and elec.tric service, together with right of access to said equipment, as created by Grant to Commonwealth Edison Company and Illinois Bell Telephone Company Recorded July 26, 1984 as document 27188536.

Said easement is shown as a strip varying in width from 4 feet to 14 feet northeaset of and adjoining the building on the land.

(Affects Parcel 3)

16. Covenants and restrictions contained in deed from Philiip State Bank and Trust Company, as trustee under trust number 96 Victoria Capizzi dated October 24, 1931 and recorded November 18, 1931 as document 11006705 relating to the construction, cost, character and use of the buildings.

(Affects parcel 3)

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ALTA Loan Policy (06/17/2006)



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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
 (continued)

17. Covenants and restrictions contained in deed from Phillip State Bank and Trust Company, as trustee, to Arthur W. Blaurock and Elsie Blaurock, his wife, dated February 1, 1930 and recorded April 7, 1930 as document 10630643, relating to construction, costs, materials, location and use of buildings to be erected on the land.
- (Affects parcel 3)
18. Covenants and restrictions contained in Deed from Phillip State Bank and Trust Company, as trustee and Alice Margaret Sullivan dated November 30, 1926 and recorded January 25, 1927 as document 9531171 conveying lots 9 and 10, relating to construction, materials, cost, use, kind and location of buildings to be erected on said land.
- Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition.
- (Affects parcel 3)
19. Covenants and restrictions contained in deed from Phillip State Bank and Trust Company, as Trustee under Trust No. 96 to August G. Reinhardt and Mary E. Reinhardt dated March 29, 1930 and recorded October 17, 1930 as document 10771095, relating to the construction, cost, character and use of buildings.
- (Affects parcel 3)
20. Covenants and restrictions contained in Deed from Phillip State Bank and Trust Company, as trustee under trust No 96 to Taber Jackson dated November 1, 1930 and recorded November 30, 1931 as document 10836885, relating to the construction, cost, character and use of buildings.
- Note: Said instrument contains no provision for a forfeiture of or a reversion of title in case of breach of condition.
- (Affects parcel 3)
21. Subordination, Non-Disturbance and Attornment Agreement dated April 15, 2015 and recorded May 1, 2015 as document no. 1512101048 by Fedex office and Print Services, Inc., and the Airoom Companies, LLC.
22. Subordination, Non-Disturbance and Attornment Agreement dated April 15, 2015 and recorded May 1, 2015 as document no. 1512101049 by KeyBank National Association and the Airoom Companies, LLC.

**END OF SCHEDULE B - PART I**

**Title Insurance Agent:**

Stewart F. Schechter  
 630 Dundee Road, Suite 120  
 Northbrook, IL 60062  
 Phone: (847)498-8872  
 Fax: (847)480-7882

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**SCHEDULE B  
EXCEPTIONS FROM COVERAGE****PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

1. Assignment of Rents and Leases, assigned to KeyBank National Association, assigned by Lamb Corporation, an Illinois corporation; Airoom Plaza, L.L.C., an Illinois limited liability Company and Lincolnwood Commons, L.L.C., an Illinois Limited liability Company, recorded on May 1, 2015 as Document No. 1512101044.
2. Security interest of KeyBank National Association, secured party, in certain described chattels on the land, as disclosed by financing statement naming Lamb Corporation, an Illinois corporation; Airoom Plaza, L.L.C., an Illinois limited liability company and Lincolnwood Commons, L.L.C., an Illinois limited liability Company as debtor and recorded May 1, 2015 as Document No. 1512101047.

**END OF SCHEDULE B - PART II**

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ALTA Loan Policy (06/17/2006)

Page 11

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## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
- (i) the amount of the principal disbursed as of Date of Policy;
  - (ii) the amount of the principal disbursed subsequent to Date of Policy;
  - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
  - (iv) interest on the loan;
  - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
  - (vi) the expenses of foreclosure and any other costs of enforcement;
  - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
  - (viii) the amounts to pay taxes and insurance; and
  - (ix) the reasonable amounts expended to prevent deterioration of improvements;
- but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes
    - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
    - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
    - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (D) successors to an Insured by its conversion to another kind of Entity;
    - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured, or
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
    - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
  - (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

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ALTA Loan Policy (06/17/2006)



(continued)

- (l) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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ALTA Loan Policy (06/17/2006)



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(continued)

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
- (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
  - (ii) To purchase the indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
- (i) the Amount of Insurance,
  - (ii) the Indebtedness,
  - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
  - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as Insured,
- (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as Insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

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ALTA Loan Policy (06/17/2006)



(continued)

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

**11. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT****(a) The Company's Right to Recover**

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

**(b) The Insured's Rights and Limitations**

- (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.
- (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

**(c) The Company's Rights Against Noninsured Obligors**

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those Instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

**13. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

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ALTA Loan Policy (06/17/2006)



(continued)

**16. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**17. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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ALTA Loan Policy (06/17/2006)



Printed: 07.01.15 @ 10:46 AM

February 3, 2016

Robert Clark  
Airoom Architects, Builders & Remodelers  
6825 N. Lincoln Ave.  
Lincolnwood IL 60712  
Direct: (847) 213-5349  
Cell: (847) 708-0764  
Email: Rclark@airoom.com



*"Quality and Dependability Doesn't Cost, It Pays!"*

**Project: 6825 N. Lincoln Ave. Lincolnwood, IL**

We propose to provide labor, material, equipment and supervision to perform the following work:

**Airoom – approximately 5,552 sf of new asphalt**

- Excavate approximately 1,700 sf of sidewalk and stone
- Excavate approximately 500 sf of stone and dirt
- Remove approximately 3400 sf of deteriorated asphalt
- Install and compact 8 inches of aggregate base over 2,300 sf
- Remove brick planter and sign to a depth of 12 inches below grade
- Install and compact 2.5 inches of hot mix asphalt binder course
- Install and compact 1.5 inches of hot mix asphalt surface course
- Stripe the asphalt to the layout indicated on the drawing
- Re-anchor existing wheel stops. New wheel stops will be an additional cost.

**Investment \$48,450.00**

**Plaza – approximately 12,545 sf of crack sealing, sealcoating and re-striping**

- REMOVE & RECONSTRUCT PER ADA
- Power blow any loose debris from parking lot.
  - Approximately 2,000 lf of single cracks ¼ inch or wider will be sealed with hot rubberized sealant.
  - Apply a heavy coat of commercial grade sealer incorporating the following admixture:
    - o Latex Modifier, Hardening Agent, and 2 lbs. to 4 lbs. of silica sand per gallon.
  - Re-stripe the parking lot to the original layout.

**Investment \$1,882.00**

**IDOT Plaza**

- Remove approximately 80 lf of curb and 349 sf of sidewalk
- Install and compact 5 inches of CA-6 aggregate base for the new sidewalk
- Form and pour approximately new curb and walk
- Fire hydrant relocation, by others

**Investment \$9,500.00**

**IDOT Airoom**

- Remove and replace approximately 350 sf of concrete sidewalk
- Form and pour 380 lf of new concrete curb

**Investment \$22,000.00**

5106 Walnut Avenue • Downers Grove, IL 60515 • (630) 963-7800 • Fax (630) 963-5538

*Briggs Paving is a division of Construction Management Corporation of America*

**Keystone**

- Remove (4) medium sized trees
- Remove and replace approximately 700 sf of sidewalk
- Form and pour 265 lf of concrete curb
- Excavate and haul off 1,620 sf of dirt
- Install and compact 8 inches of CA-6 aggregate base
- Install and compact 2.5 inches of hot mix asphalt binder course
- Install and compact 1.5 inches of hot mix asphalt surface course
- Stripe the asphalt to the layout indicated on the drawing

REMOVAL? OF curbs + 180

**Investment \$47,240.00**

**Alley A – approximately 5,336 sf**

- o Grind the asphalt 5 inches and haul away to an authorized dump site
- o Prepare existing base as necessary to receive new asphalt
- o Install and compact 3.5 inches of hot mix asphalt binder course
- o Install and compact 1.5 inches of hot mix asphalt surface course
- o Install pavement markings as necessary.
- o Leave property neat and broom clean upon completion.
- o All traffic control and barricading included in price.

**Investment \$18,676.00**

**Alley B – approximately 2,253 sf**

- o Grind the asphalt 5 inches and haul away to an authorized dump site
- o Prepare existing base as necessary to receive new asphalt
- o Install and compact 3.5 inches of hot mix asphalt binder course
- o Install and compact 1.5 inches of hot mix asphalt surface course
- o Install pavement markings as necessary.
- o Leave property neat and broom clean upon completion.
- o All traffic control and barricading included in price.

**Investment \$7,885.50**

Note: 1) Prices are for budgetary reasons and subject to change anytime. 2) Project is contingent upon village approval. 3) Price does not include engineering. 4) Any subgrade that does not pass proof roll to be removed and replaced at \$90.00/cy which would be over and above the contract price. 5) Permit fees not included. 6) Anything not detailed above will incur additional charges. 7) Sprinkler system relocation or repairs by others. 8) Drawing is ambiguous and scope is not clearly defined. Price will vary based upon final engineering drawing or actual work performed.

Accepted by: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

### Terms & Conditions

**Contract Documents** – Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation. Pricing on proposals is valid for 30 days. All alternate bid pricing is based on the approval of the base bid. Pricing may vary on alternate bids if base work isn't completed at the same time.

**Payments Terms Net Balance Due 30 Days After Completion of Work** – Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Briggs Paving all sums earned to date. The client's obligation to pay for the work contracted is in no way dependent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the Client's successful completion of the project or other contingency. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

**Permit and Fees** – Unless noted otherwise, this quotation excluded the cost of CITY PERMITS, BONDS and LICENSES or plans required to obtain the aforementioned. However, for an additional fee, Briggs Paving will provide these services, if requested.

**Employee Safety** – All employees will have ear and eye protection. All employees will wear boots and safety vests. Weekly tool box talks to be had regarding job safety and work progression. Progress reports will be given to the client upon request.

**Unmarked/Undocumented Utilities** – The client shall be responsible for repairing any private utility lines damaged by Briggs Paving during the course of this project which were un-marked, un-documented or non-conforming to prevailing codes. While Briggs Paving shall be responsible for repairing utilities in situations where Briggs Paving damaged marked, conforming private utility lines. Briggs Paving shall not be held liable for additional cost associated with utility interruption regardless of whether the lines were marked and/or documented properly or not. The customer is responsible to call the utility company.

**Work Accessibility** – The price (s) quoted herein contingent upon the work being free of any obstructions, (vehicles, dumpsters, etc.) at the scheduled project start date and time. Briggs Paving reserves the right to adjust the agreed upon project price if the job conditions prevent Briggs Paving work crews from starting on time and proceeding without interruption.

**Mobilizations** – There will be a charge for each additional mobilization required by request of the customer. Additional mobilizations due to weather, machine failure, and other unforeseen circumstances will not be charged.

**Soil Conditions** – The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Briggs Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Briggs Paving will notify agent or owner for inspection.

Based upon recent law amending the Clean Construction Demolition Debris (CCDD) regulations, all hauling of spoils off site to a licensed CCDD fill operation must have a Source Site Certification executed by the property owner/professional engineer. This must be IEPA form LPC-663 certifying that the material is uncontaminated. Costs for this are by others or at an additional cost.

**Water Drainage** – On project where the natural fall of the land is less than 2%, Briggs Paving cannot guarantee that there will be total water drainage on pavements. After the repair, Briggs Paving shall not be held liable for ponding or retention in the surrounding areas.

**Cleaning Expenses** – The owner understands that the work called for in this agreement is a messy process. The parties agree that Briggs Paving is not responsible for cleaning, repairing or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Briggs Paving's employees.

**Volatile Market** – Material cost may be affected by fluctuations in raw materials and is therefore subject to change.

**Indemnity** – Following installation, customer shall be responsible for all materials and shall be held solely liable for all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided by Briggs Paving. The customer hereby agrees to indemnify and hold Briggs Paving and its agents harmless from any and all loss, expense, liability, or attorney's fee in connection with such events.

**Successors and Assigns** – The Client binds himself, his partners, successors, executors, administrators, and assigns to the contractor to this proposal in respect to all the terms and conditions of this proposal. Neither the Client nor Contractor shall assign his interest in this proposal without the written consent of the other. Wherever possible each provision of this lease shall be interpreted in such manners as to be effective and valid under applicable Illinois law.

**Insurance** – We maintain Workman's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit) \$1,000,000.00. We will pay for any damaged suffered by the Client arising solely from our negligent acts or omissions in performing out services under this agreement, but our liability to pay for such damaged shall be limited to the amount of insurance proceeds then available from the insurance policy which covers us for the Client's damages on the date any judgment is entered. In no event shall we, our agents, employees, or any independent contractors be personally liable for any damages. "Damages" as referred to in this clause shall include any type of damage that are or could be awarded by any court or arbitration panel such as, by way of general example but not limitation, tort damages, contract damages, strict liability damages, liquidated damages, punitive damages, consequential damages, incidental damages, direct damages, or any penalty, if the Client places greater responsibilities upon us or required further insurance coverage, we, if specifically so directed, will take out additional insurance, (if procurable) to protect us, at the Client's expense.

As a duly authorized representative of \_\_\_\_\_, I agree to these Terms & Conditions.      **Initialed:** \_\_\_\_\_      **Date:** \_\_\_\_\_

# P.S. COYOTE, INC.

Licensed and Insured Water, Sewer and Excavation Contractor

268 Mill Avenue Hampshire, IL

(847) 683-7510 – Fax # 847-683-7511

April 14, 2016

Robert Clark  
Airoom Architects  
6825 N. Lincoln Avenue  
Lincolnwood, IL

## Scope of Work

### **Plaza (ADA) Demo & New – Price \$66,465.00**

Remove and replace existing concrete walk – 1,170 sf

Remove and replace existing asphalt – 12,208 sf

Adjust storm catch basin extension rings – 3

Relocate ADA post signs - 2

Layout & stripe parking lot – 33 stalls

### **Airoom Lot – Demo – Price \$20,067.00**

Remove existing asphalt parking lot – 4,772 sf

Demo and haul away exterior planter box – see photo

Relocate existing pylon sign 14' from original location – see photo

### **Airoom Lot – New – Price \$62,297.00**

Provide new asphalt parking lot – 5,772 sf

Relocate existing signage (ADA post)

Layout & stripe parking lot – 9 stalls and 1 handicapped

### **Keystone – Demo – Price 32,918.00**

Remove 4 existing trees between 12' – 20' caliper

Remove existing sidewalk – 735 sf

Demo existing concrete curb – 300 lf  
Excavate ex landscape area to depth of 12” and haul away spoils – 2,260 sf  
Remove existing canopy and haul away – see picture  
Remove exist concrete stoop – 50 sf

**Keystone – New – Price \$42,240.00**

New sidewalk – 702 sf  
New pcc curb and gutter – 352 lf  
New asphalt parking area – 1620 sf  
Replace stoop – 50 sf  
Layout and stripe for 10 stalls at parkway and 4 stalls along Keystone  
Provide 24” stop bar

**IDOT Plaza – Demo – Price \$67,200.00**

Remove existing concrete sidewalk – 632 sf  
Remove, sawcut existing asphalt street – 200 lf  
Relocate fire hydrant – 1 at 10’0” away

**IDOT Plaza – New – Price \$10,565.00**

New sidewalk – 350 sf  
New curb and gutter – 159 lf

**IDOT Airoom lot – Demo – Price \$4,720.00**

Demo existing concrete walk – 1835 sf  
Demo existing asphalt, sawcut – 324 sf, 162 lf  
Remove existing PCC catch basin ring – 1

**IDOT Airoom lot – New – Price \$29,054.00**

New concrete sidewalk – 1033 sf  
New pcc curb and gutter – 316 lf  
Repair existing asphalt – road -324 sf  
New PCC ext. ring for catch basin – 1

**Project total: \$335,526.00**

**This Price Does Not Include:** Detention, Fees, Permits, De Watering, Re-Routing of Existing Utilities, Shoring, Staking , Engineering, Winter Conditions, Frost Removal, Removal Of Obstructions , Debris Or Wet Overweight Material, Contaminated Soil Removal, Remedial Paperwork.

All IEPA paperwork and generator #s will be provided by owners.

900 National Parkway, Suite 260  
Schaumburg, Illinois 60173  
Phone (888) 722-4633 Fax (847) 995-1033  
www.rabinegroup.com

**Submitted To:** Robert Clark  
The Airoom Companies, LLC  
rclark@airoom.com

**Date:** November 9, 2015

**Reference #:** #15-0205

**Project Name:** Airoom Lot Reconstruction  
6825 Lincoln Ave  
Lincolnwood, IL

**Scope of Work:** Parking Lot Reconstruction for ADA Slope

**For Furnishing the Necessary Labor, Material and Equipment to Complete the Following:**

Quantity	U/M	Airoom New Lot Construction	Unit Price	Total
8,925.00	SF	Remove Existing Asphalt and Concrete	\$ 2.00	\$ 17,850.00
190.00	LF	Remove Existing Curb	\$ 11.00	\$ 2,090.00
4.00	EA	Remove Tree and Salvage	\$ -	No Bid
2,500.00	SF	Excavate Area to a Depth of 12" and Dispose of Spoils	\$ 4.20	\$ 10,500.00
1,600.00	SF	Furnish and Install New Aggregate Base Material	\$ 1.70	\$ 2,720.00
800.00	LF	Construct New PCC Curb and Gutter	\$ 43.15	\$ 34,520.00
1,845.00	SF	Construct New PCC Sidewalk	\$ 10.65	\$ 19,649.25
8,400.00	SF	Construct 4" HMA Pavement	\$ 3.15	\$ 26,460.00
4.00	EA	Parking Lot Signage	\$ 350.00	\$ 1,400.00
1.00	LS	Layout and Stripe as Per Plans	\$ 600.00	\$ 600.00
<b>Total Base Bid:</b>				<b>\$ 115,789.25</b>

Quantity	U/M	Plaza ADA Upgrades	Unit Price	Total
11,870.00	SF	Remove and Replace 4" Pavement to Correct ADA Grades	\$ 3.95	\$ 46,886.50
2.00	EA	PCC Structure Collar	\$ 2,200.00	\$ 4,400.00
1.00	EA	ADA Sign Relocate	\$ 125.00	\$ 125.00
1.00	LS	Layout and Stripe Lot to Match Existing	\$ 700.00	\$ 700.00
<b>Total Base Bid:</b>				<b>\$ 52,111.50</b>

Quantity	U/M	Alley Pavement Replacement (Private Parking Area Only)	Unit Price	Total
5,000.00	SF	Remove and Replace 4" Pavement	\$ 3.95	\$ 19,750.00
1,375.00	SF	Undercut Area Damaged by Tree Roots	\$ 5.20	\$ 7,150.00
<b>Total Base Bid:</b>				<b>\$ 26,900.00</b>

**Note**

\*\*\*In order to achieve proper ADA slopes throughout the lot, we would need to be able to grade the entire lot at 1 time. This lot would need to be closed for a period of 2 days to completely remove, grade, and pave during which time access to the parking areas would be off limits.

\*\*\*New lot construction portion fo the proposal should be considered budgetary until engineered plans can be provided.

**Exclusions and Conditions:**

- No permits, bonds, fees, soil testing, engineering, surveying, or layout.
- No landscaping or moving of any utility lines are included.
- No undercutting of unsuitable material below designed subgrade or replacement with suitable material.
- Must have suitable access to all work areas at all times.
- On-site property management to locate any privately owned facilities (i.e. irrigation, site lighting, communications, etc.)
- If a private locator is required, it is the responsibility of others, or at an additional cost.
- Any required testing of spoils to be completed by others.
- No contaminated or hazardous materials.
- Excavated material is figured to be "clean" and accepted at any dump site
- No fence removal, demolition, or relocation.
- No relocation or disconnection of live utilities.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. Rabine Paving is authorized by the Owner/Contractor to do the work as specified. Payment will be made to Rabine Paving by Owner/Contractor as outlined above. If separate or alternate bids are indicated, acknowledge acceptance by initialing those prices which

Respectfully Submitted by:

*Brian Blackowicz*

**Brian Blackowicz - Engineer**

I/you hereby accept. \_\_\_\_\_

815.354.1800

The undersigned by entering this agreement acknowledges and agrees to the attached terms and conditions attached and hereby incorporates them into the contract agreement.

Owner/Contractor: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

## PROPOSAL TERMS AND CONDITIONS

If for any reason beyond Rabine Paving's control, the Work cannot be completed within 30 calendar days of the aforementioned date, Rabine Paving reserves the right to adjust the terms of this agreement.

Prior to commencement of work, Rabine Paving project management staff will communicate with owner's agent or management and agree to project schedule for each phase. This will include joint project communication with respect to safety, traffic control, anticipated schedule, preconstruction meetings via direct contact, phone communication and written documentation.

Prior to acceptance of working agreement, due to rising material costs, any additional increase in material pricing between date of proposal and the starting date of construction is subject to an escalation clause. This escalation clause obligates the owner/general contractor to pay for any cost increases including taxes and 10% markup on material.

Rabine Paving will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Rabine Paving advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Rabine Paving harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

This proposal includes 1 mobilization(s) onto the job for each phase of the work (i.e. grading, paving, etc). If Rabine Paving is required to mobilize more than 1 time(s) per job phase due to the acts or omissions of Owner/Contractor, the charge for such additional mobilizations shall be \$ 1,750.00 per mobilization.

Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Rabine Paving is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Rabine Paving commencing any of the Work before any others have completed their work.

In order to meet any agreed upon completion date, Rabine Paving must receive a 10 day advance notice to proceed plus the total number of working days required to complete the work under normal conditions.

Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay Rabine Paving an extra charge over and above the contract.

Prior to Rabine Paving beginning Work under this agreement, Owner/Contractor shall provide evidence to Rabine Paving that Owner/Contractor has made financial arrangements acceptable to Rabine Paving to fulfill its obligations under this agreement.

Owner/Contractor shall provide Rabine Group with a signed copy of Rabine Paving's credit application, once this proposal is accepted. The credit application must be completely filled out. All information gathered in the credit process will be kept in strict confidence.

Owner/Contractor shall provide Rabine Paving with a legal description, project address and county of work prior to agreement and processing of contract documents. This information has the sole purpose for use in the event of necessary collection measures and processing of lien documentation.

If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Rabine Paving reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If Owner/Contractor directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the Work as to satisfactory surface drainage. Rabine Paving is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable, or frozen sub grade. A suitable sub grade shall be furnished to Rabine Paving as a condition precedent to any performance of any Work required under this agreement. All sub grade must be rough graded by Owner/Contractor to within +/- 0.10'.

When resurfacing concrete, brick or asphalt pavements Rabine Paving is not responsible for the reproduction of cracks or expansion joints which may occur.

If during the course of construction activities, Rabine Paving is required to travel across existing concrete or asphalt pavements, Rabine Paving is not liable for damage done with trucks delivering or removing materials or equipment to or from the project location to the existing pavements.

Owner/Contractor, at its sole expense, shall comply and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

If any amount due under this contract is not paid when due, referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or actions shall be necessary, Owner/Contractor agrees to pay for all attorney's fees, costs and expenses incurred by Rabine Paving in connection with collecting that month. Any legal action with respect to this Proposal shall be brought in the Circuit court of McHenry County, Illinois and the parties agree to submit to venue in McHenry County, Illinois.

Rabine Paving proposes to furnish material and labor - complete in accordance with above specifications and prices. Rabine Paving is entitled to final payment upon substantial completion of the Work" required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged for all outstanding balances.



Aaron Cook, AICP  
Development Manager  
Community Development Dept  
Village of Lincolnwood

RE: Property Enhancement  
Airoom, Inc  
6825 N. Lincoln Ave  
Lincolnwood, IL 60712

The following is a narrative of the scope of work for Airoom, Inc parking lot renovation project. This document is to be used in conjunction with the attached drawings D1.0 & CS1.0. This list itemizes the scope of work and is keyed to the attached drawings.

This constitutes the scope of work for the Airoom property enhancement per your request.  
Thank you.

Sincerely,

Lance Shalzi  
Director of Architecture



## Scope of Work

### **Plaza (ADA) Demo & New**

- A Remove and replace existing concrete walk- 1,170 SF
- B Remove and replace existing asphalt- 12,208 SF
- 1 Adjust storm catch basin extension rings
- 2 Relocate ADA post signs
- \* Layout and stripe parking lot- 33 stalls

### **Airoom Lot- Demo**

- C Remove existing asphalt parking lot- 4,772 SF
- 3 Demo and haul away exterior planter box- see photo
- 4 Relocate existing pylon sign 14' from original location- see photo

### **Airoom Lot- New**

- D Provide new asphalt parking lot- 5,772 SF
- 5 Relocate existing signage (ADA post)
- \* Layout and stripe parking lot- 9 stalls and 1 handicapped

### **Keystone- Demo**

- 6 Remove 4 existing trees between 12'- 20' caliper
- E Remove existing sidewalk- 735 SF
- L1 Demo existing concrete curb- 300 LF
- F Excavate existing landscape area to depth of 12" and haul away spoils- 2,260 SF
- 7 Remove existing canopy and haul away- see photo

8 Remove existing concrete stoop- 50 SF

**Keystone- New**

G New sidewalk- 702 SF

\* New PCC curb and gutter- 352 LF

H New asphalt parking area- 1,620 SF

9 Replace stoop- 50 SF

\* Layout and stripe for 10 stalls at parkway and 4 stalls along Keystone

10 Provide 24" stop bar

**IDOT Plaza- Demo**

I Remove existing concrete sidewalk- 632 SF

L2 Sawcut and remove existing concrete curb- 200 LF

11 Relocate fire hydrant- 1 at 10'0" away

14 Adjust storm catch basin extension ring- 1

**IDOT Plaza- New**

J New sidewalk- 350 SF

L3 New curb and gutter- 159 LF

**IDOT Airoom Lot- Demo**

K Demo existing concrete walk- 1,835 SF

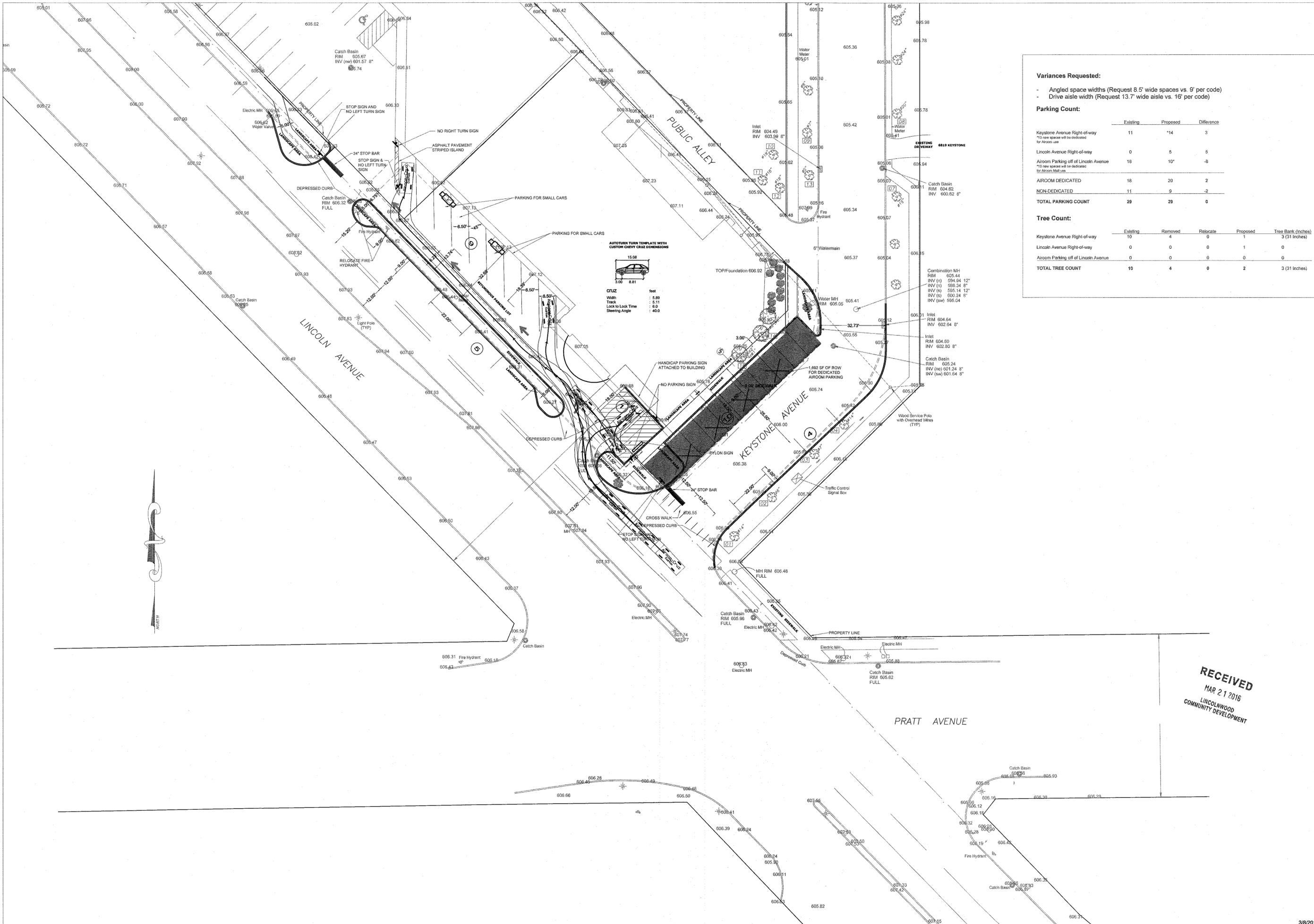
L4 Sawcut and demo existing asphalt- 162 LF and 324 SF

12 Remove existing PCC catch basin ring- 1



### **IDOT Airoom Lot- New**

- L New concrete sidewalk- 1,033 SF
- L5 New PCC curb and gutter- 316 LF
- M Repair existing asphalt road- 324 SF
- 13 New PCC existing ring for catch basin- 1



**Variations Requested:**

- Angled space widths (Request 8.5' wide spaces vs. 9' per code)
- Drive aisle width (Request 13.7' wide aisle vs. 16' per code)

**Parking Count:**

	Existing	Proposed	Difference
Keystone Avenue Right-of-way *10 new spaces will be dedicated for Airoom use	11	14	3
Lincoln Avenue Right-of-way	0	5	5
Airoom Parking off of Lincoln Avenue *10 new spaces will be dedicated for Airoom Mail use	18	10*	-8
<b>AIROOM DEDICATED</b>	18	20	2
<b>NON-DEDICATED</b>	11	9	-2
<b>TOTAL PARKING COUNT</b>	29	29	0

**Tree Count:**

	Existing	Removed	Relocate	Proposed	Tree Bank (Inches)
Keystone Avenue Right-of-way	10	4	0	1	3 (31 inches)
Lincoln Avenue Right-of-way	0	0	0	1	0
Airoom Parking off of Lincoln Avenue	0	0	0	0	0
<b>TOTAL TREE COUNT</b>	10	4	0	2	3 (31 inches)

PROJECT STAFF	ISSUE	REVISIONS	DATE
PROJECT MANAGER: B. BONO P.E.	1	PRELIMINARY DRAWINGS	10/11/11
ENGINEER: T. CACCIAMO P.E.	2	EXPANDED SITE PLAN TO NORTHWEST CORNER	04/29/13
TECHNICIAN:	3	SITE PLAN REVISIONS PER VILLAGE	06/26/14
	4	SITE PLAN REVISIONS PER VILLAGE (NOT LANE WIDTHS)	06/26/14
	5	SITE PLAN REVISIONS PER OVERSIGHT	10/28/14
	6	SITE PLAN REVISIONS PER OVERSIGHT	11/26/14
	7	SITE PLAN REVISIONS PER VILLAGE	11/26/14
	8	THREE REVISIONS PER VILLAGE	12/29/14
	9	REVISIONS PER OWNER	02/26/15

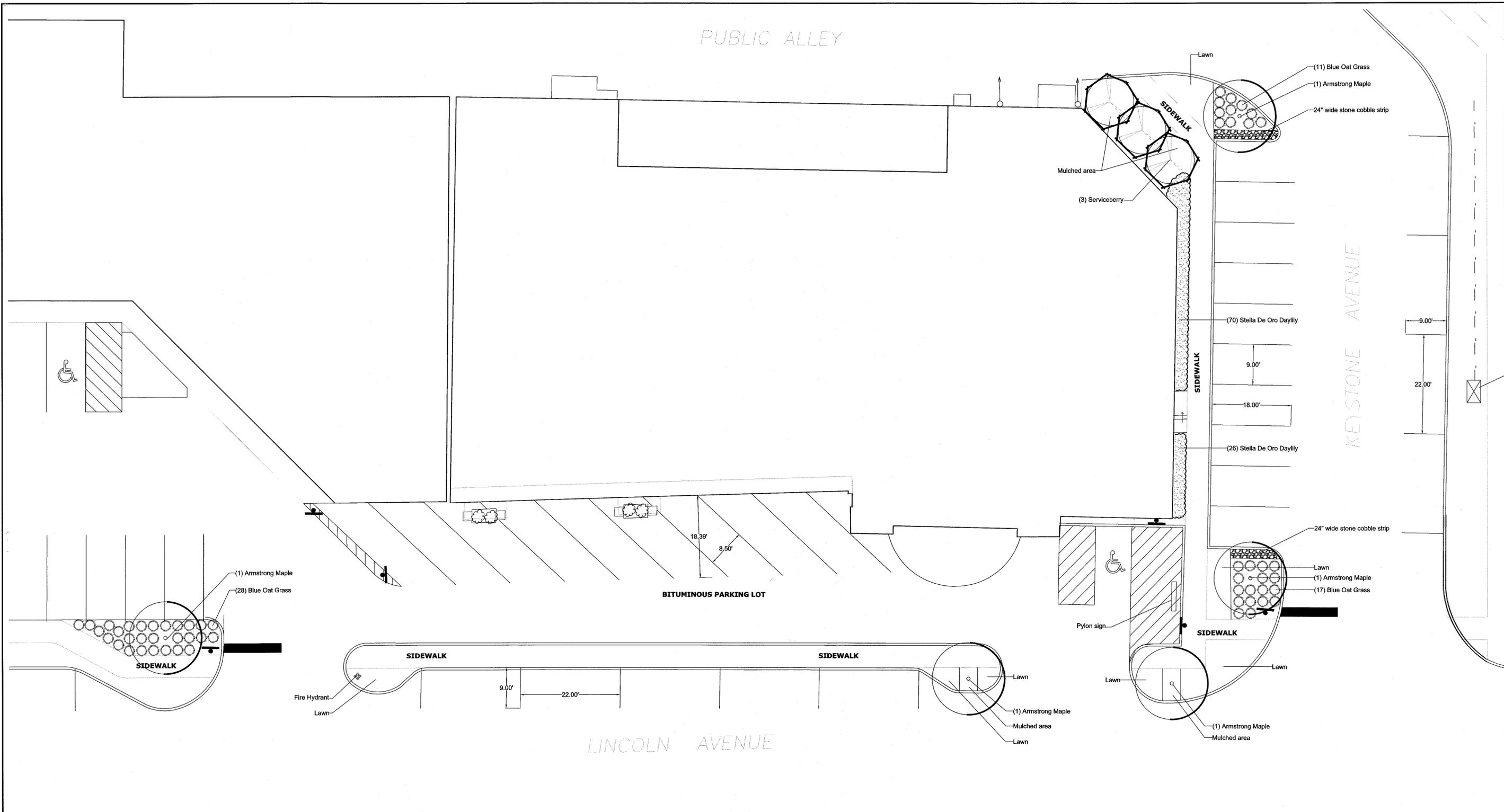
**BCI**  
**BONO CONSULTING, INC.**  
 CIVIL ENGINEERS  
 1018 BUSSE HIGHWAY PH: (847) 823-3300  
 PARK RIDGE, IL 60068 FAX: (847) 823-3303  
 bbono@bonoconsulting.com

PROPOSED SITE PLAN (W/ AUTOTURN)  
 AIROOM ARCHITECTS  
 6825 LINCOLN AVE., LINCOLNWOOD, ILLINOIS

RECEIVED  
 MAR 21 2016  
 LINCOLNWOOD  
 COMMUNITY DEVELOPMENT

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PROJECT NO.:	1124
BASE FILE:	
SHEET FILE:	
ISSUE DATE:	OCT. 17, 2011
SCALE:	1" = 20'
SHEET NUMBER	<b>C-1</b>



**PROPOSED PLANT MATERIAL**

BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE
<i>Acer freemanii</i> 'Armstrong'	Armstrong Maple	5	3"cal.
<i>Amelanchier canadensis</i>	Serviceberry	3	6'
<i>Helictotrichon sempervirens</i>	Blue Oats Grass	56	1 gal.
<i>Hemerocallis</i> spp.	Stella De Oro Daylily	96	1 gal.

James Martin Associates, Inc.  
 Landscape Architecture Construction Management  
 39 East US Highway 84/7, 634-1660  
 E-Mail: MARTIN@COMTNET  
**Martin Associates**

**AIRROOM - LANDSCAPE PLAN**  
 6825 Lincoln Avenue, Lincolnwood Illinois

Job #: \_\_\_\_\_  
 Scale: 1" = 10'  
 Date: 3/14/16  
 Sheet: \_\_\_\_\_ of \_\_\_\_\_  
 Rev: \_\_\_\_\_  
 North

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Joseph's Shoe Repair

Shoemakers

SUBWAY

Bread's Place

Luna Nails

ROOM PLAZA  
FedEx Office  
LUNA NAILS  
Rosati's Pizza  
SUBWAY  
Clean  
Chris Hair Salon  
Laserpro  
Joseph's Shoe Repair

FedEx Office

FedEx Office

AMER



FedEx Office

**AIRROOM**  
ARCHITECTS-BUILDERS-REMODELERS  
SINCE 1958

HOME DESIGN SHOWROOM





AIR ARCHITECTURE

Home

Custo

Eleg

Cust

AIR ARCHITECTURE

HOME DESIGN

6825

AIR ARCHITECTURE VISITOR PARKING



847-864-7500  
16 969 TX

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ARCHITECTURE INTERIORS  
DESIGN SERVICES

HOME DESIGN SHOW

Peel Office

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DESIGN SERVICES

FLORIDA 047631-4200 FLORIDA  
YO ADAM  
MULLER



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OFFICE SUPPLIES  
DIRECT MAIL

6829

## Property Enhancement Program (PEP) Grants:

<b>Date Approved:</b>	<b>Name:</b>	<b>Address:</b>	<b>Purpose:</b>	<b>Grant Amount:</b>	<b>Total Project Cost:</b>
6/1/2000	Radisson Hotel	4500 Touhy Ave	Landscaping	\$45,000.00	\$110,000.00
7/18/2002	Edler Warehouse*	6900 Central Park	Façade /Parking Improvements	\$50,000.00	\$100,000.00
5/1/2003	Whistler's Restaurant	3420 Devon Ave	Parking/ Façade Improvements	\$50,000.00	\$179,060.00
9/10/2003	Ultimate Martial Arts	3920 Touhy Ave	Façade Improvements	\$23,018.00	\$46,036.00
2/5/2004	Brown Wood Products*	7040 Lawndale Ave	Pavement Removal/ Landscaping	\$1,230.00	\$2,460.00
3/15/2004	D&R Industries*	7101 Capital Drive	Façade Improvements	\$48,350.00	\$96,700.00
5/6/2004	ATF (Accur. Threaded Fasteners)*	3550 W Pratt Ave	Building Enclosure	\$50,000.00	\$108,000.00
9/2/2004	David's Square	4370 Touhy Ave	Façade Improvements	\$44,500.00	\$89,000.00
11/3/2005	Linden Property	3900 Touhy Ave	Patio/ Parking Improvements	\$50,000.00	\$105,180.00
8/17/2006	Portanova Multi Tenant	6435-67 Cicero Ave	Parking / Façade Improvements	\$50,000.00	\$121,400.00
4/5/2007	Myron & Phil's	3900 Devon Ave	Façade and New Outdoor Patio	\$50,000.00	\$140,895.00
7/19/2007	Jun Property	3948-56 Touhy Ave	Parking Lot Improvements	\$50,000.00	\$171,602.93
11/6/2012	Kardaris Property	3940 Touhy Ave	Façade Improvements	\$10,000.00	\$26,300.00
10/15/2013	Ravenswood Studio*	6950 Central Park	Windows & Door Replacement	\$14,062.00	\$28,124.00
<b>TOTAL:</b>				<b>\$536,160.00</b>	<b>\$1,324,757.93</b>

\*Indicates TIF Fund



## Economic Development Commission

**DRAFT**

Wednesday, April 27, 2016  
Council Chambers Room

### Minutes

#### Commissioners Present

James Persino, Chair  
James Kucienski, Vice Chair  
Myles D. Berman  
Patrick Kaniff  
Paul Levine  
Pat McCoy  
Terrence Strauch

#### Commissioners Absent

Genelle Iocca  
James Berger

#### Staff Present

Tim Wiberg, Village Manager  
Robert Merkel, Finance Director  
Steve McNellis, Community Development Director  
Aaron Cook, AICP, Community Development Manager  
Caleb Miller, Community Development Intern

#### Others Present

Jacqueline Boland, Executive Director of the Lincolnwood Chamber of Commerce  
Michael Klein, Airoom

#### **1. Call to Order/ Quorum Declaration**

Noting that a quorum of 7 members was present, the meeting was called by Chairman Persino at 8:05 AM.

#### **2. Minutes Approval**

Chairman Persino suggested two amendments to the minutes. The first was a misspelling of the word, "Powder-coated" on the fourth page of the minutes. He also noted that he had mentioned traffic issues with the left-turn restrictions on Kimball Avenue, next to Whistler's restaurant, and proposed including those comments in the minutes. He then asked Commissioners whether they had any additional amendments to the minutes.

Hearing no further discussion, Vice Chairman Kucienski moved to approve the minutes as amended. Motion was seconded by Commissioner Strauch. Minutes approved by voice vote 7-0.

### **3. PEP Grant Requests for 6825 Lincoln Avenue and 6829-49 Lincoln Avenue**

Chairman Persino then moved discussion to the Property Enhancement Program (PEP) Grant being sought by Michael Klein, the owner of Airoom. He introduced Steve McNellis, the new Community Development Director, who then began his discussion. Director McNellis noted that two separate PEP Grants are being sought by the applicant for two properties, but both are part of the same overall project. He then explained the purpose of the PEP Grant, which is to assist businesses with façade improvements and other beautification projects. Additionally, the grant covers up to 50% of the project costs, with a maximum amount of \$25,000. Director McNellis then reviewed the three bids quoted by contractors for the Airoom projects, as well as the approvals required by the Village Board and IDOT to move forward with the project. After presenting the proposed site plan, Director McNellis turned conversation over to Michael Klein.

Mr. Klein briefly discussed the history of the site, mentioning that Airoom had been in the Village since 1961, and that he had purchased the property in the mid-1990s. He then discussed the specifics of the plan, which included the establishment of angled parking along the front of the Airoom building, the creation of a parkway along Lincoln Avenue separating the lot, and adding perpendicular parking along the north side of Keystone Avenue by vacating a portion of Village right-of-way. Manager Wiberg added that this project was similar to that which had been completed at the Touhy-Crawford business district, next to Wholly Frijoles. He continued, explaining that the plans put forth by Mr. Klein had been consistent with the Lincoln Avenue Task Force Plan, which intended to reduce traffic conflicts on Lincoln Avenue, since the parking alignment as proposed does not require backing into Lincoln Ave traffic. Manager Wiberg also noted that the Village had been working with Mr. Klein to negotiate the right-of-way vacation along Keystone Avenue, and discussing the need for additional parking on the site because of the new diagonal configuration of the spaces, which reduces the amount of on-site parking by 8-9 spaces.

Chairman Persino noted that the concept of the side-street right-of-way vacation had been used before and had been very effective in the Village. Commissioner Levine inquired whether the sidewalk along Keystone would remain. Manager Wiberg explained that a new sidewalk would be installed, but it would require an access easement agreement between the Village and Airoom. Discussion then moved on to the parking configuration. Manager Wiberg explained the traffic flow through the lot and pointed out the additional public street parking along Lincoln Avenue that would be created through the project. Director McNellis noted that, in all, the project would bring a net gain of parking both on

and off the property. Chairman Persino also pointed out that the exit of the parking lot would be right-turn only, and that the plan would reduce traffic conflicts at the site, particularly compared to the current situation. He then inquired whether the required amount of handicapped parking spaces was met, noting that only one had been marked on the plans. Mr. Klein replied saying that the plan had taken into account the required handicapped parking, and explained that one of the spaces along Keystone Avenue would be used as a handicapped space. Director McNellis stated staff would confirm handicapped parking requirements were met.

Commissioner McCoy then asked whether the Keystone parking would impact the sight line when exiting the alley to the rear of the Airoom building. He mentioned that parking at the corner of Keystone and the alley is currently restricted because it would negatively impact the sight line. He had heard complaints, however, and was concerned the parking proposal along the street would have a similar impact on the sight line. Mr. Klein responded by explaining that the new configuration would make the street wider by roughly 9 feet. Because of this, a car turning right out of the alley would still have the same sight line as it currently does.

Commissioner Berman mentioned that he was concerned with the means of egress from the parking lot due to the potential conflicts between cars entering and exiting. Manager Wiberg responded, explaining that this design was similar to that on the north side of Touhy and Crawford, which has seen no accidents since it opened. He noted that it was not the most ideal parking situation, but that it was one of the best possible options for that particular property due to the shape of the lot and the location of the building. Chairman Persino proposed erecting a sign at that particular location in the lot that restricted egress for cars coming from the angled spaces, so that they would be required to travel the length of the Airoom Plaza lot and exit onto Karlov Avenue. Discussion ensued. Finally, Director McNellis suggested leaving the plans as they are, and if problems arise, signage could be required at a later time. Commissioners concurred.

Chairman Persino then asked Mr. Klein whether he had sought a PEP Grant for the façade work that was done prior to this particular project. Mr. Klein stated that he did not seek the grant funds at the time. Commissioner Berman then asked whether the PEP Grant required bidders to be “arm’s length”, and if the bidders shown in the presentation were at “arm’s length” or “captive”. Mr. Klein responded, saying that the bidders were at arm’s-length, meaning they were separate subcontractors unrelated to his own business. Manager Wiberg noted that if the Village Board approves the PEP Grant at their May 3<sup>rd</sup>, 2016 meeting, the Village would already be in the following fiscal year. However, he explained that the funds may be taken out of the 2015-16 fiscal year, leaving the EDC

with funds to approve additional PEP Grants in fiscal year 2016-17, assuming the EDC acted on this matter at today's meeting.

Hearing no further discussion, Commissioner Berman made a motion to recommend approval of the PEP Grant for 6825 Lincoln Avenue in the maximum amount of \$25,000 and a PEP Grant for 6829-49 Lincoln Avenue in the amount of either \$25,000 or \$18,971.75 (depending on the bidder selected), subject to receipt of required approvals from IDOT and the Village Board. Motion seconded by Commissioner Strauch. Approved by voice vote 7-0.

#### 4. **Economic Development Work Plan**

Chairman Persino then turned the discussion over to Director McNellis, who began his presentation on a proposed Economic Development Work Plan. He explained that the Village's primary objectives were both business attraction as well as business retention. Before moving on to the specific work plan, Manager Wiberg discussed Director McNellis' prior work history with the Village of Lincolnshire, indicating that he had a strong background in economic development.

Director McNellis began his presentation, proposing various items. He first discussed business site visits, which would involve Village employees going directly to businesses and asking about any needs they may have and their experience, both the positive and negative, as well as providing any additional information they may not have. Director McNellis also discussed broker meetings, which would be used to promote the community and provide additional information on new projects and businesses that may be helpful to commercial brokers and property owners. He then moved on to discuss improved marketing strategies, such as an updated promotional brochure, greater use of social media, and consideration of membership in the Chicago North Shore Visitor's Bureau.

He then continued discussion, proposing a new business-only website geared toward local businesses that would be linked to the Village government's website. Other strategies included an updated shop and dine guide (both print and digital); attendance at trade conferences and events; business roundtable meetings in concert with the Chamber of Commerce that meet with businesses of varying categories (i.e. light industrial, retail, restaurant, etc.); business-friendly zoning changes; a new (economic development only) branding strategy for the Village; and a monthly business e-newsletter. Additionally, Director McNellis discussed the need for improved signage that would help delineate where the Village boundaries are, which could also be a boost to civic pride and identity. He indicated that a typical driver may not necessarily know they are traveling through Lincolnwood depending on which road they are using. He also suggested directly

contacting targeted businesses, such as niche uses, restaurants, and entertainment uses, in order to gauge the industry's interest in the Village. He indicated that the International Council of Shopping Centers compiles a book of businesses looking to expand, along with the broker contact information; this book could be used to reach out to targeted industries.

Finally, Director McNellis discussed consideration of newspecial events that could attract people from outside the Village to Lincolnwood, and to promote the various food and retail establishments in the process. He suggested adding new events to existing ones, such as the Towers Christmas Lights event. Commissioner Levine noted that Lincolnwood Fest, which is held every summer, would be an excellent starting point to build on. Director McNellis agreed, and suggested adding new events within Lincolnwood Fest that would draw in larger crowds. He then proposed a commercial business landscape award, which he indicated could be awarded during Lincolnwood Fest. This in particular would provide an incentive to businesses to improve their façades and landscaping, as well as to recognize those that have made the best strides to do so.

Director McNellis ended his discussion by inviting feedback. Chairman Persino encouraged the Commissioners to read the Director's memorandum and provide him any thoughts or suggestions they may have. Jacqueline Boland of the Chamber of Commerce expressed her excitement about these proposals, and reiterated the Director's comments regarding the Village and Chamber of Commerce working together on many of them. Finally, Vice Chairman Kucienski proposed a recurring report on the state of each of these efforts that would indicate their potential success, as well as any additional information that may have been gathered from business site visits and broker meetings.

## **5. Reports**

### **A. Development Updates**

Manager Cook presented the Development Updates, including a summary of the recent public hearing on the updated Comprehensive Plan, which was held on April 13<sup>th</sup>, indicating that the subject was continued and will be held at 7:00 PM on May 25<sup>th</sup>, 2016. Chairman Persino indicated he would like Plan Commissioners' comments on the Comprehensive Plan to be sent to the Economic Development Commissioners.

Manager Cook then discussed the Village Board approval of the addition of Lou Malnati's located at 6649 North Lincoln Avenue. He described the extent of the project, which included the demolition of a residential structure – owned by Lou Malnati's – just north of the business, as well as the construction of a new parking lot and masonry wall in the rear and side of the property. Chairman Persino inquired about when the construction would begin. Manager Cook indicated that there is no specific timeline set,

but construction typically starts within the first 2 to 3 months depending on the demolition schedule. Discussion ensued on the Lou Malnati's project.

Manager Cook then summarized the establishment of a new Schools (S) zoning district that was approved by the Village Board. He indicated that prior to this change, the District 74 campus was located in an R3 residential zone, which posed several complications as the school performed exterior improvements. Chairman Persino asked if the Village received any direct benefit from this particular change. Manager Wiberg indicated that District 74 and the Village were able to renegotiate an intergovernmental agreement regarding residential units on the Purple Hotel site. Discussion ensued.

**B. New Business Licenses**

Commissioners reviewed the list of new business licenses issued during the months of February and March 2016.

**6. Other Business**

Commissioner McCoy inquired about the site of Long John Silver's, located on Touhy Avenue. Manager Cook indicated that the most recent information suggests the company intends to reopen. Discussion then moved to façade and parkway improvements along the south side of Touhy Avenue. Discussion ensued on potential site enhancements for that particular corridor.

**7. Public Forum**

No member of the public desired to address the Commission.

**8. Adjournment**

By consensus, the meeting was adjourned at 9:45AM.

Respectfully Submitted,

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Caleb Miller  
Community Development Intern

# Request for Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 14

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of a Resolution to Authorize the Execution of an Agreement with Planned Forest Solutions of Chicago, Illinois for Consulting Arborist Services

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Since 2006, the Village has contracted with Natural Path Urban Forestry Consultants (NPUFC) for consulting arborist services. The consulting arborist has performed a number of duties including reviewing residential building plans for compliance with the Village's tree protection and planting requirements, private hazardous tree mitigation, development of a public tree inventory, management of the biannual tree planting program, and management of the Village's Emerald Ash Borer Plan. NPUFC has informed the Village that due to changes in staffing, they will no longer be able to provide the Village with the expected level of service.

Since NPUFC informed the Village that they would no longer be able to provide consulting arborist services, staff reviewed the Village's current arboricultural processes. Currently, the Forestry/Alleys Foreman works with the consulting arborist to manage the Village's publicly owned trees. The Foreman and consulting arborist often work jointly to evaluate parkway trees and communicate with residents. Recently, the Village's in-house forestry staff has become more professionalized; evidenced by three of the members of the Forestry/Alleys crew becoming certified arborists. Due to this, staff believes that it is in the best interest of the Village to reallocate the private and public tree management duties, with the consulting arborist responsible for private trees and in-house staff responsible for public trees.

Moving forward, the consulting arborist will be responsible for reviewing residential tree removal permits and managing the mitigation of hazardous trees on private property. Staff anticipates that this change will reduce the total overall cost of the consulting arborist as they will not need to devote time to the bi-annual planting or tree inventory. The total cost will ultimately be tied to the number of tree permit requests and hazardous tree mitigation cases. Staff also evaluated the possibility of the Forestry/Alleys Foreman taking on the management of private trees; however, due to other responsibilities such as managing the Village's street light system and alleys, it was determined to not be feasible at this time. Table 1 provides a breakdown of the duties assigned to the consulting arborist and the Forestry/Alleys Foreman. Items in italics were previously assigned to the consulting arborist, but have been reassigned to the Forestry/Alleys Foreman.

<b>Consulting Arborist</b>	<b>Forestry/Alleys Foreman*</b>
Private tree inspections	Cyclic pruning cycle of all public trees
Private tree removal permit requests	Public tree inspections
Nuisance tree (private) management	Public tree removal program
Private property plan review (private trees)	Public tree pruning requests
	<i>Conduct public tree damage assessments for IRMA claims</i>
	<i>Private property plan review (public trees)</i>
	<i>Bi-annual tree planting program</i>
	<i>Coordination of the annual Arbor Day event</i>

Staff developed a request for proposals (RFP) seeking a consulting arborist firm to manage the private tree permit and hazardous tree mitigation processes. On March 17, 2016 the RFP was advertised in the *Dodge Report* and the *Lincolnwood Pioneer Press*. RFP packets were sent to 10 vendors. On March 30, 2016 two submissions were received. The RFP required the submitting firms to include a separately sealed cost proposal to allow staff to evaluate each firm based solely on their qualifications.

Submissions were received from Planned Forest Solutions and Mark Younger Urban Forestry. Each firm consists of only one employee and was started within the last six months; however both candidates have several years of experience as arborists. References for each firm were positive. An interdepartmental staff committee made up of the Assistant Village Manager, Public Works Director, Development Manager, Assistant to the Public Works Director, and the Forestry/Alleys Foreman conducted a thorough review including interviewing the potential firms, reviewing a required practical exercise, and a cost comparison.

On April 15, 2016 the committee conducted an interview with each firm. Each firm demonstrated experience in the required areas; however, Planned Forest Solutions stood out as providing professional, direct, concise responses. Following the interview, each firm was asked to complete an evaluation of a tree and submit a report. The report submitted by Planned Forest Solutions was detailed and included information such as references to the Village Code and photos of the tree in question pointing out areas of concern. Upon reviewing the interview responses, as well as the practical exercise, the committee unanimously agreed that Planned Forest Solutions is the preferred firm. Throughout the course of the interview and practical exercise phase of the proposal review, the cost proposals remained sealed.

Mark Younger Urban Forestry submitted a cost proposal that was \$22 per hour less than Planned Forest Solutions, the preferred vendor. Staff reached out to Planned Forest Solutions and was able to negotiate a revised hourly rate. The original proposed rate was \$85 per hour and the negotiated revised rate is \$72 per hour. This rate is \$7 more per hour than the Village's current contract with NPUFC. NPUFC has not requested a rate adjustment since the original contract was executed in 2006. Had NPUFC received a 2% rate adjustment each year, the current hourly rate would be \$79.23 per hour. Table 2 provides a breakdown of the proposed hourly rates.

<b>Firm</b>	<b>Hourly Rate</b>	<b>Estimated Annual Hours</b>	<b>Estimated Total Cost</b>
NPUFC (Current Firm)	\$65	416	\$27,040
Planned Forest Solutions (Original)	\$85	416	\$35,360
<b>Planned Forest Solutions (Revised)</b>	<b>\$72</b>	<b>416</b>	<b>\$29,952</b>
Mark Younger Urban Forestry	\$63	416	\$26,208

Planned Forest Solutions' President and Consulting Arborist, Andrew Lueck has 12 years of arboricultural experience and has worked for the past three years as a consulting arborist in communities such as Morton Grove, Streamwood, and Woodbury, Minnesota. Mr. Lueck would be on site one day per week, although the total hours will vary based on the volume of tree permit requests and hazardous tree mitigation cases. The consultant agreement will provide for a one year term with an annual option to renew, providing the Village with an opportunity to conduct a regular review of the contract and the services provided by the consultant.

**FINANCIAL IMPACT:**

\$27,000 has been budgeted in the fiscal year 2016/2017 annual budget for consulting arborist services. Staff will work with the consulting arborist to ensure that the total annual cost does not exceed the budgeted amount.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Agreement
3. Planned Forest Solutions RFP Response

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing the execution of an agreement with Planned Forest Solutions of Chicago, Illinois for consulting arborist services.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-\_\_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT WITH  
PLANNED FOREST SOLUTIONS OF CHICAGO, ILLINOIS  
FOR THE PROVISION OF CONSULTING ARBORIST SERVICES**

WHEREAS, the Village has identified the need to retain a professional arborist consulting firm to provide arboricultural services (“*Services*”); and

WHEREAS, on March 17, 2016 the Village issued a request for proposals for the provision of the Services (“*RFP*”); and

WHEREAS, after review and consideration of the two responses to the RFP, and following further interviews of the two responding firms for the Services, the Village has determined that the proposal submitted by Planned Forest Solutions of Chicago, Illinois (“*PFS*”), is the most appropriate for provision of the provision of the Services to the Village; and

WHEREAS, the Village now desires to enter into an agreement with PFS for the provision of the Services (“*Agreement*”); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

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

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2016

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

**EXHIBIT A**  
**AGREEMENT**

**VILLAGE OF LINCOLNWOOD  
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2016, and is by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

**SECTION 1.      CONSULTANT.**

**A.   Engagement of Consultant.** The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the work identified below:

<b>Consultant Name ("<i>Consultant</i>"):</b>	Planned Forest Management
<b>Address:</b>	4315 N. Kenmore Avenue #3S Chicago, Illinois 60613
<b>Telephone No.:</b>	(773) 243-7442
<b>Email:</b>	andrew@plannedforest.com
<b>Project Name/Description:</b>	Consulting Arborist Services
<b>Agreement Amount:</b>	\$72.00 per hour

**B.   Work Description.** The Consultant will provide tree permit review, hazard tree mitigation, and on call evaluation services, as described in greater detail in Attachment A ("**Proposal**").

**C.   Representations of Consultant.** The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

## **SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village ("***Time of Performance***"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village.

**D. Reporting.** The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

**E. Term.** The term of this agreement shall be fore one (1) year from the Commencement Date. This Agreement may be renewed for additional one (1) year terms upon mutual consent of the Village and Consultant.

## **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Agreement Amount.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D, 3.E, or 3.F of this Agreement.

**B. Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Agreement Amount in Section 1.A. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

**C. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

**D. Claim In Addition To Agreement Amount.**

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

**E. Additional Services.** The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

**F. Annual Rate Adjustment.** The Consultant may increase the price outlined in Section 1.A on an annual basis for the term of each one year extension by no more than the annual average increase in the Chicago Consumer Price Index for all urban consumers (available through the Bureau of Labor Statistics [www.bls.gov](http://www.bls.gov)) for the previous 12 month period. Only one increase shall be allowed in any agreement extension period.

**G. Taxes, Benefits, and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

**H. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or

each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

**SECTION 4. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation. Unless provided with an explicit exception from the Village Manager, or his designee, the Consultant shall provide personnel on site no less than one day per week which is to be scheduled in advance.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

**SECTION 5. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term “*Confidential Information*” shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

**SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.**

**A. Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability,

claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

**C. Insurance.** The Consultant shall provide, at its sole cost and expense, liability insurance in the amount outlined in Attachment A.

**D. No Personal Liability.** No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

**SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

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

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm,

or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

**E. Compliance With Laws and Grants.**

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**F. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to

perform or satisfy the Services or any other requirement of this Agreement (“**Event of Default**”), and fails to cure any such Event of Default within ten business days after the Consultant’s receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

**G. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

**H. Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Board. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Board.

**I. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

**J. News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

**K. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

**L. GIS Data.** The Village has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall

cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

**SECTION 8. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Broker in accordance with all applicable statutory procedures.

**B. Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

**C. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Lincolnwood  
Village Hall  
6900 North Lincoln Avenue.  
Lincolnwood, Illinois 60712  
Attention: Timothy C. Wiberg, Village Manager

With a copy to:

Holland & Knight LLP  
131 S. Dearborn, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Steven M. Elrod, Corporation Counsel

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

Planned Forest Solutions  
4315 N. Kenmore Avenue #3S  
Chicago, Illinois 60613  
Attention, Andrew Lueck, President

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

**F. Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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

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

**I. Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**J. Authority to Execute.**

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

**L. Waiver.** Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

**M. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

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

**O. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**P. 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.

**Q. Exhibits.** Exhibits A through \_\_\_ 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 and the text of this Agreement, the text of this Agreement shall control.

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

**S. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Beryl Herman,  
Village Clerk

By: \_\_\_\_\_  
Timothy C. Wiberg,  
Village Manager

ATTEST:

**CONSULTANT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTACHMENT A  
PROPOSAL

A. Proposal for Arborist Services – The Consultant must provide the following services:

1. Permit Review

- i. Review residential and commercial building plans, including remodel and reconstruction, to ensure compliance with the Village’s tree protection requirements.
- ii. Review residential tree removal permit applications to ensure compliance with the Village’s requirements.

2. Hazardous Tree Mitigation

- i. Work with private property owners to ensure mitigation of hazardous trees, issue tickets for violations of the Village Code, and attend and testify at the Village’s monthly administrative adjudication proceedings.
- ii. Work with property owners to reach a positive outcome in a courteous manner.

3. On-Call Evaluations: Assist with evaluations of public and private trees following severe storms. This work will often be on call and could be at short notice.

B. Additional Requirements – The selected Consultant must possess the following characteristics and provide the Services in accordance with the following requirements:

1. The Consultant and its employees must represent the Village in a polished, professional manner, working as a team with Village employees.
2. The Consultant must address all inquiries or complaints by the public in a timely, professional manner, and must timely alert the Village of any issues relating to the provision of the Services.
3. The Consultant and its employees must demonstrate positive working relationships with Village staff and private property owners.
4. The Consultant must be responsive in a courteous, efficient and timely manner to inquiries made by Village officials and staff, and other third parties.
5. The Consultant must maintain weekly office hours on a regular schedule (i.e. generally the same day of the week) for at least eight hours per week. The Village will provide an employee of the Consultant with a work station, a Village e-mail address, and standard Microsoft applications for use by the Consultant’s employee while performing work associated with the Services. To the maximum extent feasible, the same person from the Consultant must attend office hours each week.

6. The Consultant must provide adequate transportation for its employees. The Village will provide a magnetic decal of the Village's logo for use by the Consultant's employees while performing work associated with the Services.
7. The Consultant must provide and maintain the following insurance policies and coverages at the Consultant's expense:

A. Workers' Compensation and Employer's Liability with limits not less than:

(1) Workers' Compensation: Statutory Limits

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois Article 107.02.

- B. Business Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees of the Consultant must be included as insured.

- C. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Coverages must include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

All employees of the Consultant must be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Owner as Additional Insured. The Village, its officials, employees, agents and volunteers must be named as an Additional Insured on a primary and non-contributory basis by policy endorsement using ISO form CG 20 10 or CG 20 26 on the required liability policies.

# Proposal to Provide Consulting Arborist Services

## Prepared for:

Andrew Letson  
Assistant to the Public Works Director  
Village of Lincolnwood  
6900 N. Lincoln Ave.  
Lincolnwood, Illinois 60712

## Prepared by:

Planned Forest Solutions, LLC  
Andrew Lueck, President and Consulting Arborist  
Registered Consulting Arborist #560  
ISA Board Certified Master Arborist # IL-4641B

March 29, 2016



## **A. Contact Information**

Firm Name: Planned Forest Solutions LLC  
Contact: Andrew Lueck, President and Consulting Arborist  
Office Address:  
4315 N. Kenmore Ave. #3S  
Chicago, IL 60613  
Telephone: (773) 243-7442  
Fax: N/A  
Email: [andrew@plannedforest.com](mailto:andrew@plannedforest.com)  
Website: [www.plannedforest.com](http://www.plannedforest.com)

## **B. History of Firm**

Planned Forest Solutions LLC has been in business since December of 2015. The firm was established to provide an independent voice in the management of urban trees. We work with a wide variety of clients, including municipalities, construction firms, architects, developers and homeowners, among others. The firm is fully capable of performing all services described in the Project Scope section of the Consulting Arborist Services RFP issued by the Village of Lincolnwood. We have significant experience in all aspects of arboriculture, including but not limited to:

- Tree risk assessment
- Urban forest management planning
- Municipal tree permit applications
- Tree disorder diagnosis
- Building plan review for tree protection
- Tree planting planning and assessment

The firm's president and sole employee, Andrew Lueck, would perform all consulting arborist services for the Village of Lincolnwood associated with the RFP. While our firm is new, Andrew has worked in the field of urban forestry/arboriculture since 2003 in a variety of capacities. His past experience includes positions in commercial arboriculture, municipal government and higher education. He holds a Bachelor of Science in Urban Forestry from the University of Wisconsin - Stevens Point and a Masters in Urban Planning and Policy from the University of Illinois at Chicago. Specific examples of Andrew's work as it relates to the Project Scope of the RFP includes:

1. Tree preservation plan preparation for municipal compliance (4+ years)
2. Municipal and large landscape tree inventories (5+ years)
3. Tree risk assessment reports (4+ years)
4. Community outreach and engagement (4+ years)

More details about Andrew's work and educational history can be found in his attached CV.

Andrew's certifications include:

Board Certified Master Arborist – International Society of Arboriculture  
Registered Consulting Arborist – American Society of Consulting Arborists  
LEED AP ND – US Green Building Council

## C. References

1. Cynthia Klein-Banai  
Associate Chancellor for Sustainability  
University of Illinois at Chicago  
cindy@uic.edu  
(312) 413-9816  
Relationship: Graduate assistantship in the UIC Office of Sustainability, including completion of tree inventory and management plan for the UIC campus.
  
2. Mike Kuncewicz  
Village Forester  
Village of Streamwood, IL  
mkuncewicz@streamwood.org  
(630) 736-3850  
Relationship: Completed ash tree inventory and web mapping for the Village.
  
3. Jordan Schaefer  
Community Manager  
Foster Premier  
jschaefer@fosterpremier.com  
(847) 459-1222 ext. 338  
Relationship: Completed tree and shrub inventory and management planning for a large homeowner association through Foster Premier.
  
4. Bill Burns  
Village Arborist  
Village of Morton Grove, IL  
bburns@mortongroveil.org  
(847) 470-5325  
Relationship: Completed tree risk assessment and tree appraisal services for the Village of Morton Grove.
  
5. Caleb Ward  
Woodbury, MN  
caleb.ward@ci.woodbury.mn.us  
(651) 714-3720  
Relationship: Completed tree planting assessment services for the City of Woodbury.

I authorize that the above information is accurate and that I am an authorized official of Planned Forest Solutions LLC.



Andrew Lueck, President and Consulting Arborist

# Andrew Lueck

alueck@gmail.com

4315 N. Kenmore Ave. #3S, Chicago, IL 60613

773.243.7442

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## EDUCATION

**University of Illinois at Chicago, Chicago, IL** **January 2010- December 2011**  
Masters in Urban Planning and Policy, Environmental Planning Concentration

**University of Wisconsin-Stevens Point, Stevens Point, WI** **August 2000 - May 2004**  
Bachelor of Science in Forestry, Urban Forestry Option, Minor in Resource Management

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## EXPERIENCE

**Planned Forest Solutions LLC, Chicago, IL** **December 2015 - Present**  
*President and Consulting Arborist*

- Urban tree planning and consulting for homeowners, municipalities, construction firms, architects and others
- Services include tree inventory and management planning, tree preservation, planting plans, risk assessment, expert witness

**SavATree Consulting Group, Northbrook, IL** **March 2013 – December 2015**  
*Consulting Arborist*

- Provide clients with actionable intelligence for management of trees and surrounding landscapes
- Services include tree inventory and management planning, tree preservation, landscape evaluation, tree risk assessment

**Illinois Green Economy Network (IGEN), Grayslake, IL** **July 2012 – March 2013**  
*Program Specialist*

- Develop and maintain programs and initiatives for IGEN to further environmental sustainability goals at Illinois community colleges and in surrounding communities
- Create partnerships, communicate with colleges and subcontractors, conduct research to help ensure success of network

**Office of Sustainability - University of Illinois at Chicago, Chicago, IL** **May 2011 – July 2012**  
*Graduate Assistant*

- Coordinated campus initiative to become recognized as a Tree Campus USA by the Arbor Day Foundation
- Calculated tree care expenditures to determine financial needs for campus forest management, developed campus tree care committee, scheduled service learning projects based on campus forest, planned Arbor Day observances and wrote campus tree care plan
- Completed i-Tree analysis and GIS inventory of over 5,000 trees on UIC campus to determine benefits of carbon sequestration, pollutant removal and compensatory value

**Planning and Development Department, Village of Glen Ellyn, IL** **June 2010 – June 2011**  
*Planning Intern*

- Drafted ordinances, provided community support, researched Department actions, updated Village GIS database, presented at Village Board and Commission meetings, composed staff reports and memoranda
- Worked towards implementation of Village comprehensive plan through advancement of various initiatives
- Increased cooperation between Village government and community members through improved communication and systemization of Department operations

**F.A. Bartlett Tree Expert Company, Northbrook, IL** **June 2004 - December 2009**  
*Arborist Representative*

- Managed wide range of clients to develop urban forest management plans, supervised work crews, composed sales proposals, recruited and trained new employees, marketed to new clients, performed customer service
- Handled all clients within the city of Chicago, including homeowners, businesses, associations, churches and schools
- Consistently exceeded sales expectations while maintaining a high rate of client retention and satisfaction

**Integrated Pest Management Technician** **June 2004 - September 2007**

- Conducted property inspections, scheduled work, prescribed treatments, inventoried biota, wrote reports and performed customer relations. Performed general tree care duties in late fall and winter, including pruning, climbing, cabling, etc.

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## CERTIFICATIONS

- Registered Consulting Arborist #560 - American Society of Consulting Arborists
- Board Certified Master Arborist # IL-4641B - International Society of Arboriculture
- LEED AP ND - US Green Building Council

## **PROFESSIONAL AFFILIATIONS**

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- International Society of Arboriculture (2005-present)
- Illinois Arborist Association (2005-present)
- US Green Building Council - Illinois Chapter (2013-present)
- American Society of Consulting Arborists (2013-present)

## **PRESENTATIONS**

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- *Urban Forests: Engaging with Sustainability at UIC*, Illinois Sustainable Universities and Colleges Symposium, Normal, IL, 10/2011
- *The UIC Campus Forest: Managing Our Natural Resource*, UIC Library, Chicago, IL, 4/2012
- *The Power of Collaboration to Grow the Green Economy*, Association for the Advancement of Sustainability in Higher Education Conference, 9/2012
- *Urban Forests: Combining Community Outreach and Resource Management to Improve Tree Health*, Midwest Ecological Landscape Alliance Conference, Grayslake, IL, 2/2013
- *Urban Tree Management - Technology and Best Practices*, American Public Works Association Exposition, Chicago, IL 8/2013
- *Measuring and Maximizing Urban Tree Benefits* - Green Tech U, Chicago Center for Green Technology, Chicago, IL 11/2013
- *Climate Change in Your Backyard* - Green Fest Chicago, 5/2013
- *The Forests Where We Live Tour*, Greentown Chicago, 5/2014
- *Considering Trees During Development Activities*, Midwest Renewable Energy Association Energy Fair, 6/2015

## **VOLUNTEER SERVICE**

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- Green Schools Committee - US Green Building Council - Illinois Chapter (2013-present)
- Pollution Prevention Technical Advisory Group - Illinois Green Business Association (2013-2015)
- Environmental Task Force - North Lake Shore Drive Redevelopment (2013-present)
- Young Innovators Board – Congress for New Urbanism (2016-present)

# Request For Board Action

**REFERRED TO BOARD:** May 3, 2016

**AGENDA ITEM NO:** 15

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Referral to the Plan Commission to Convene a Public Hearing for a Proposed Zoning Code Text Amendment Concerning Residential Fences Along Rear Lot Lines Adjacent to Public Recreation Paths

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village will soon begin construction of two new public recreation paths:

1. The former Union Pacific Railroad Corridor between Devon Avenue and Touhy Avenue is a multi-use path which will provide connectivity for bicyclists and pedestrians between Devon and Touhy Avenues on the east side of Lincolnwood. The path will be constructed on former railroad right of way that has been purchased by the Village from the Union Pacific Railroad.
2. The Valley Line Trail is a multi-use path which will provide connectivity for bicyclists and pedestrians between existing paths in Chicago and Skokie. The path will be constructed on a utility corridor that has been leased by the Village from Commonwealth Edison.

Both proposed paths are adjacent to residential areas where no public access has previously been allowed. As part of the project, existing trees and bushes have been removed along each corridor which results in greater visibility from the residential areas to the location of the paths. As a result, residents along these corridors have expressed a desire for greater privacy.

One such opportunity for residents to screen their view of the paths and increase privacy is to install a fence along their rear lot lines. The Zoning Code does not permit solid fences along the rear lot lines of these properties and limits the maximum fence height to six feet. In response to the anticipated desire for greater privacy, staff recommends a Text Amendment to the Zoning Code relative to residential fences along rear lot lines adjacent to public recreation paths. The recommendation includes consideration to allow eight-foot solid fences, of all material types, along the rear lot lines of those residential properties with rear lot lines adjacent to the former Union Pacific Railroad Corridor and The Valley Line Trail.

Procedurally, the Village Board refers proposed Text Amendments to the Plan Commission to conduct the requisite Public Hearing and for the Plan Commission to provide its recommendation to the Village Board on the matter.

**FINANCIAL IMPACT:**

None

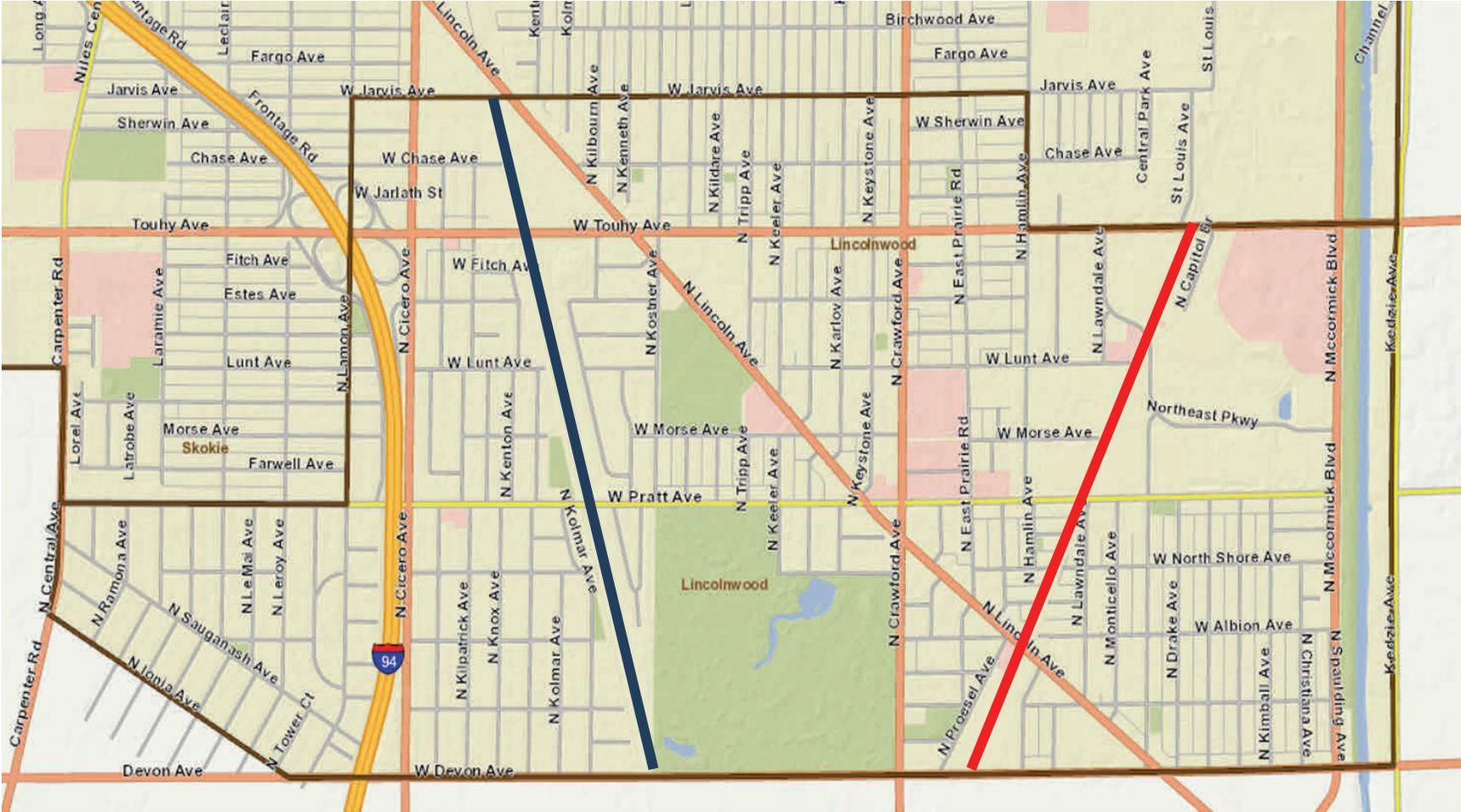
**DOCUMENTS ATTACHED:**

1. Map - Public Recreation Paths

**RECOMMENDED MOTION:**

**Move to refer** to the Plan Commission direction to convene a Public Hearing to consider a Zoning Code Text Amendment concerning residential fences along rear lot lines adjacent to public bicycle and pedestrian paths.

# PUBLIC RECREATION PATHS



## Legend and Description of Project Limits

Union Pacific Bicycle Path Project Limits:   
*Former Union-Pacific right-of-way between Devon and Touhy Avenues*

Valley Line Trail Project Limits:   
*ComEd right-of-way between Devon and Jarvis Avenues*