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March 17, 2015

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ADAM R. DURKIN

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IN REPLY REFER TO FILE NO.

Mr. Pasquale Martorana  
[pasmartorana@yahoo.com](mailto:pasmartorana@yahoo.com)

EP-1

**Re: Freedom of Information Act Request**

Dear Mr. Martorana:

On March 3, 2015, the Village of Elmwood Park received your March 2, 2015, Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request for the following records:

- "Electronic records of expenditures or invoice and contracts
- 1) Any and all business or contracts, consulting contract with village of Elmwood park and Kane McKenna & Assoc from 5-1-2013 to present.
  - 2) all forms of payment made to Kane McKenna & Assoc from the village of Elmwood park from 5-1-2013 to present,
  - 3) all board meeting minutes regarding Kane McKenna & Assoc For 5-1-13 to present."

Enclosed are records responsive to your FOIA request. However, please be advised that certain information in the records being provided has been determined to be exempt from disclosure under FOIA, and that information has been redacted from the records being provided.

Section 7(1)(b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS 140/2(c-5). Consequently, certain unique identifiers, such as signatures, have been redacted from the records being provided.

**STORINO, RAMELLO & DURKIN**

Mr. Pasquale Martorana  
March 17, 2015  
Page 2

The person responsible for the decision to deny a portion of your FOIA request is the Village of Elmwood Park Freedom of Information Officer, Gina Pesko. In accordance with Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office. You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt  
Public Access Counselor  
Office of the Attorney General  
500 South 2<sup>nd</sup> Street  
Springfield, Illinois 62706  
Fax: 217-782-1396  
E-mail: [publicaccess@atg.state.il.us](mailto:publicaccess@atg.state.il.us)

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor.

You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section 11 of FOIA.

Sincerely,

STORINO, RAMELLO & DURKIN  
Attorneys for the Village of Elmwood Park

  
Erin C. Tinaglia

Enclosures

**THE 2131st REGULAR MEETING OF THE PRESIDENT AND BOARD OF  
TRUSTEES VILLAGE OF ELMWOOD PARK**

**June 3, 2013**

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The 2132<sup>nd</sup> meeting of the President and Board of Trustees was called to order by President Angelo "Skip" Saviano at 7:00pm.

On roll call the following members were present:  
Jonathan Zivojnovic, Anthony Del Santo, Jeff Sargent, Alan Kaminski, Angelo Lollino, Angela Stranges and President Angelo "Skip" Saviano.

A motion was made by Mr. Kaminski and seconded by Mr. Sargent to approve the minutes of the President and Board of Trustees meeting on May 20, 2013.  
Motion carried.

**APPLICATIONS FOR APPROVAL**

The Clerk presented the following applications for approval.

<b><u>License for:</u></b>	<b><u>Location:</u></b>	<b><u>Applicant:</u></b>
Sign Permit	7430A Grand Ave. Elmwood Park, IL	Chicago Postal Store Pablo Alva
Concrete	3111 Elm St. River Grove, IL	Antoni Construction
Carpentry	3208 Kenilworth Berwyn, IL	Bandola Homes
Electric	3208 Kenilworth Berwyn, IL	Bandola Homes
Masonry	3208 Kenilworth Berwyn, IL	Bandola Homes

Electric	7501 Waukegan Rd Niles, IL	Brilliant Electric, Heating & Cooling
Electric	P.O. Box 39 Medinah, IL	Elcon Electrical Construction
Concrete	2150 Ashland Av. Unit 1 Evanston, IL	Kelvin Company, LLC
Electric	1214 W. Kingslay Arlington Hts, IL	Komar Electric
Roofing	7644 W. Norridge Norridge, IL	Leader Construction & Remodeling
Electric	123 N. Stratton Mt. Prospect, IL	Level Industries, Inc.
Electric	7943 N. Kenneth Skokie, IL	Lite Zone Electric
Electric	101 E. Webb St. Sandwich, IL	ML Electric
Hvac	320 S. Budler Rd. Romeoville, IL	M&R Hvacr, Inc.
Carpentry	3022 W. Wilson Av. Chicago, IL	Manuel Maldonado Construction
Carpentry	3544 Elder Lane Franklin Park, IL	Professional US
Carpentry	1155 Bowes Rd. Elgin, IL	Quality Craft Inc, dba QCI Restoration
Asphalt	1039 S. School St. Lombard, IL	R.J. Boezio
Elevator Installation	2506 Clear Creek Dr. Plainfield, IL	Specialty Safety Products & Services
Carpentry	917 Tower Rd. Mundelein, IL	Thermaseal/Lakeside Insulation

Tank Removal	3333 Warrenville Rd. Lisle, IL	Underground Storage Tank Specialists, Inc.
Plumbing	6074 N. Northcott Ave. Chicago, IL	Vincent Duffy Plumbing

A motion was made by Mr. Sargent and seconded by Mr. DelSanto to approve the above applications. Motion carried.

### BILLS AND VOUCHERS

President Saviano summarized the following Bills and Vouchers for the period  
ending May-31, 2013. Summary of Expenditures Approved:

**ACCOUNTS PAYABLE:**

General Fund	\$ 793,053.01
Water Fund	\$ 523,068.37
Parks and Recreation Fund	\$ 66,864.56
TIF Fund	\$ 540,347.00
Garbage Fund	\$ 146,788.00
Motor Fuel Tax Fund	\$ 6,439.55
Emergency Telephone System Fund	\$ 61,387.31
Special Deposit Fund	\$ 2,771.79
New Capital Projects Fund	\$ 359,724.92
Capital Projects/Bond Fund	<u>\$ 61,950.63</u>
<b>TOTAL ACCOUNTS PAYABLE</b>	<b>\$ 2,562,395.14</b>

**PAYROLL:**

General Fund	\$ 95,996.65
Administration	\$ 30,482.14
Code Administration	\$ 242,256.60
Police Department	\$ 63,160.80
Police Additional Pay	\$ 84,901.32
Public Works	\$ 165,297.34
Fire Department	\$ 25,339.89
Fire Additional Pay	<u>\$ 707,434.74</u>
<b>Total General Fund</b>	<b>\$ 707,434.74</b>
Water Fund	\$ 29,122.61
Playground & Recreation Fund	\$ 25,531.92
<b>Total Gross Payroll</b>	<b>\$ 762,089.27</b>
IMRF & FICA Village Portion	<u>\$ 60,154.50</u>

**TOTAL EXPENDITURES FOR BOARD APPROVAL REPORT**  
\$ 3,384,638.91

A motion was made by Mr. Kaminski and seconded by Mr. Lollino to approve the bills and vouchers for the month of May 2013, and authorize execution for payment by the President.

Mr. Kaminski reported that the Finance Committee reviewed the bills and vouchers and it was the unanimous recommendation of the Finance Committee that the bills and vouchers be approved for payment.

On roll call the following voted "Aye": Jeff Sargent, Alan Kaminski, Angelo Lollino, Angela Stranges, Jonathan Zivojnovic and Tony DelSanto. Motion Carried.

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### **PUBLIC COMMENTS**

None at this meeting.

### **REPORTS OF COMMITTEES AND TRUSTEES**

The Village Clerk read a letter addressed to Mr. Dino Braglia, Public Works director, from Linda Leyva thanking him on the fine job patching some deep potholes in the alley behind 2009 72<sup>nd</sup> Ct.

Mr. Sargent reported that the bimonthly Farmers Markets have started up again in Central Park with the next one scheduled for June 9<sup>th</sup>. He encouraged all to attend.

Mr. Lollino reported that there are 25-26 confirmed restaurants for the Taste of Elmwood Park and that most of those restaurants are local. Entertainment has been booked and marketing pieces are in the works.

Mrs. Stranges reported that the Arts and Special Events commission held their first community bike ride on Sunday, May 26<sup>th</sup>. It was well attended. Sunday, June 9<sup>th</sup> in conjunction with the farmers market, the commission will sponsor a "Kids Day at the Market" with games, balloon maker and face painting. Also, there will be another community bike ride the evening of the June 27<sup>th</sup> starting at Central Park and ending there in time for the concert in the park.

Mr. Zivojnovic reported that the Elmwood Park public library has started their summer reading program for children and adults. He attended the senior meeting today at the Parks and Recreation center. The senior group would like to pass word to anyone interested in joining to please contact Tina Gordon for more information.

Village attorney Michael Durkin reports that the ordinance on the agenda this evening creating the economic development commission and renaming the plan, zoning and development commission will require a public hearing and follow-up approval to amend the text ordinance of the zoning code. The economic development commission can be created in advanced however.

### **MANAGER'S REPORT**

Mr. Volpe reports on an update on the bond issuance, purchase of dump trucks/plows for Public Works, Insurance renewal proposal from Mesirov Financial, WCMC vehicle auction, TIF and related economic development services and the Village wide canvass. A copy of his full report is attached hereto.

### **PRESIDENT'S REPORT**

President Saviano reports that he was in Springfield last week and that the legislature was able to pass the bill to establish the "Elmwood Park Railroad Relocation Authority". That bill is on its way to the Governor. This is the beginning of a long road of trying to accomplish the underpass at the Grand Avenue crossing.

The formation of the Economic Development commission will be an aggressive commission in attracting and keeping businesses here in the Village. There are many projects taking place in the Village and it's exciting to see.

### **COMMUNICATIONS**

President Saviano reminds that he is sponsoring a "Memorial Bike Run" this Saturday, June 8<sup>th</sup> starting at 9:00 am in the circle. This is a fundraiser to build an Elmwood Park memorial in honor of Lance Corporal Nickolas Daniels and all servicemen killed in action who resided in Elmwood Park. President Saviano encouraged everyone to attend.

## RESOLUTIONS

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2013 FORD F-750 TRUCKS.

A motion was made by Mr. Zivojnovic and seconded by Mr. Lollino to authorize the purchase. On roll call the following voted "Aye": Jeff Sargent, Alan Kaminski, Angelo Lollino, Angela Stranges, Jonathan Zivojnovic and Tony DelSanto. Motion Carried.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE VILLAGE OF ELMWOOD PARK AND KANE, MCKENNA AND ASSOCIATES, INC.

A motion was made by Mr. Sargent and seconded by Mr. Kaminski to execute the above agreement. On roll call the following voted "Aye": Jeff Sargent, Alan Kaminski, Angelo Lollino, Angela Stranges, Jonathan Zivojnovic and Tony DelSanto. Motion Carried.

## ORDINANCES

AN ORDINANCE AUTHORIZING THE SALE BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF ELMWOOD PARK.

A motion was made by Mr. Sargent and seconded by Mr. DelSanto to approve the above ordinance. On roll call the following voted "Aye": Jeff Sargent, Alan Kaminski, Angelo Lollino, Angela Stranges, Jonathan Zivojnovic and Tony DelSanto, President Saviano. Motion Carried.

AN ORDINANCE CREATING AN ECONOMIC DEVELOPMENT COMMISSION AND CREATING A PLAN AND ZONING COMMISSION, THEREBY REPLACING THE PLAN, ZONING AND DEVELOPMENT COMMISSION.

A motion was made by Mr. Kaminski and seconded by Mr. DelSanto to approve the above ordinance. On roll call the following voted "Aye": Jeff Sargent, Alan Kaminski, Angelo Lollino, Angela Stranges, Jonathan Zivojnovic, Tony DelSanto and President Saviano. Motion Carried.

**OLD BUSINESS**

None at this meeting.

**NEW BUSINESS**

Approval of Employee benefits insurance program proposal from Mesirow Financial for the period of July 1, 2013 to June 30, 2014.

A motion was made by Mr. DelSanto and seconded by Mrs. Stranges to approve the above proposal. On roll call the following voted "Aye": Jeff Sargent, Alan Kaminski, Angelo Lollino, Angela Stranges, Jonathan Zivojnovic, Tony DelSanto and President Saviano. Motion Carried.

With no other business brought before this board, a motion to adjourn was made by Mr. Sargent and seconded by Mr. Lollino.  
Motion carried. Meeting adjourned at 7:40pm.

Respectfully submitted,

Gina Pesko  
Village Clerk

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**THE 2,149th REGULAR MEETING OF THE PRESIDENT AND BOARD OF  
TRUSTEES VILLAGE OF ELMWOOD PARK**

**April 7, 2014**

The 2,149th meeting of the President and Board of Trustees was called to order by President Angelo "Skip" Saviano at 7:00 pm. The Pledge of Allegiance was recited.

On roll call the following members were present: Jonathan Zivojnovic, Anthony Del Santo, Angela Stranges, Alan Kaminski, Jeff Sargent and President Saviano. A motion was made by Mr. Kaminski and seconded by Mr. Zivojnovic to excuse Mr. Lollino from the meeting. Motion carried.

A motion was made by Mr. Zivojnovic and seconded by Mr. Sargent to approve the minutes of the President and Board of Trustees meeting from March 17, 2014. Motion carried.

**APPLICATIONS FOR APPROVAL**

The Clerk presented the following applications for approval:

<u>License for:</u>	<u>Location:</u>	<u>Applicant:</u>
Home Business	7431 Fullerton 2E Elmwood Park, IL	Diamond Electric Inc.
Business (Landscaping)	1365 Louis Av Elk Grove, IL	Ranieri's Landscaping Svc.
Business (Junker)	2646 75 <sup>th</sup> Av 2E Elmwood Park, IL	Recollecting Metal
Business (Junker)	2655 N. Monitor Chicago, IL	Z&R Junking

Sign	7230 W. North Av 106B Elmwood Park, Il	Presence Medical Group
Carpentry	7752 W. Strong Norridge, Il	A.R.C. Renovations
Carpentry	119 W. Winchester Rd Libertyville, Il	AYS Construction
HVAC	850 Meadow View West Chicago, Il	Blue Frost Heating & Cooling
Elevator Installer	2468 Wisconsin Downers Grove, Il	Carlsen's Elevator Services
Window Installer	6119 W. 35 <sup>th</sup> St Cicero, Il	Defender Steel Door Co.
Fire Sprinkler Installation	4551 Prime Parkway McHenry, Il	Fireguard of Illinois
HVAC	453 S. Ellis St Bensenville, Il	First Star Mechanical
Carpentry	3717 N. Ravenswood Chicago, Il	Jamm Construction Solutions
Electrical	6475 Joliet Rd Countryside, Il	Orchard Electric Inc.
Masonry	812 S. See Gwun Mt. Prospect, Il	Prime One Masonry
Carpentry	2418 Forestview River Grove, Il	Quality Home Construction, LTD

A motion was made by Mr. DeSanto and seconded by Mr. Stranges to approve the submitted license applications. Motion carried.

## BILLS AND VOUCHERS

President Saviano summarized the following Bills and Vouchers for the period ending March 31, 2014 in the amount of \$1,837,389.55.

### Summary of Expenditures Approved:

#### ACCOUNTS PAYABLE:

General Fund	423,229.88
Water Fund	284,663.36
Parks and Recreation Fund	68,071.95
Motor Fuel Tax Fund	64,279.84
Garbage Fund	165,382.00
New Capital Projects Fund	68,234.02

**TOTAL ACCOUNTS PAYABLE** **\$1,073,861.05**

#### PAYROLL:

General Fund	
Administration	67,881.26
Code Administration	33,554.56
Police Department	244,847.11
Police Additional Pay	32,394.64
Public Works	93,175.23
Fire Department	159,642.79
Fire Additional Pay	6,055.59
Total General Fund	\$ 637,551.18
Water Fund	29,830.14
Playground & Recreation Fund	25,051.10

**Total Gross Payroll** **\$ 692,432.42**

**IMRF & FICA Village Portion** **71,096.08**

**Total Expenditures** **\$1,837,389.55**

A motion was made by Mr. Kaminski and seconded by Mrs. Stranges to approve the bills and vouchers for the month of March 2014, and authorize execution for payment by the President. Mr. Kaminski reported that it was the unanimous recommendation of the Finance Committee which met this evening at 6:30pm that the bills and vouchers be approved for payment.

On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None. Absent: Angelo Lollino. Motion carried.

### PUBLIC COMMENTS

Garlan Armstrong-2336 72<sup>nd</sup> Ct-Comments on litter by McDonalds on Grand Av.  
Ron Anderson-3134 78<sup>th</sup> Ct- Comments on North side street paving.  
Dean Pritt-2829 75<sup>th</sup> Ct-Comments on a police incident reported March 30, 2014.

### REPORTS OF COMMITTEES AND TRUSTEES

Trustee Zivojnovic reported that the Parks and Recreation Department will be starting a new Bocce Ball league to be held at Centennial Park. He encouraged residents to form a team and sign up. Trustee Stranges reported on the public meeting being held April 8, 2014 at Elmwood Park High School regarding construction projects at the high school and at Elmwood Elementary.

### ATTORNEYS REPORT

Mr. Durkin reported on the ordinance which will amend the board procedures during meetings. He explained in detail some points about the consent agenda format.

### MANAGER'S REPORT

Mr. Volpe gave an extensive report summarizing the resolutions and ordinances on the agenda this evening including an Intergovernmental Agreement with the MWRD, Economic development in the North & Harlem Areas, Amendment to the rules of order and other matters regarding meetings of the board, volume cap allocation and supplemental engineering services with Christopher Burke Engineering related to the Flood Mitigation Project. He also summarized an ordinance on the agenda changing eligibility requirements for entry level firefighters, an amendment to the contract with Groot Industries for waste removal, 2014 street improvements and improvements at Elm School baseball field. A copy of his report is attached hereto.

### PRESIDENT'S REPORT

President Saviano commented that the Village is very busy with numerous projects. He commented on the change to requirements for the entry level firefighters.

## COMMUNICATIONS

A motion was made by Mr. Kaminski and seconded by Mr. Sargent to approve the re-appointment of Mr. John Lannefeld to the Elmwood Park Fire Department Pension Board at the request of the boards secretary, Mr. Daniel Diprizio. Motion carried.

A motion was made by Mr. Kaminski and seconded by Mr. Zivojnovic to approve a raffle application submitted by Ms. Jennifer Carbonara for the American Cancer Society "Relay for Life" event being held at Elmwood Park High School on June 13, 2014. Motion carried. Mr. Kaminski pointed out that the group should ask permission of the Village of River Grove as well since the high school is actually located there. Mr. DelSanto stated that the group is in the process of submitting a request to the River Grove Village board at this time.

## RESOLUTIONS

A motion was made by Mr. DelSanto and seconded by Mr. Kaminski to authorize a resolution approving an agreement with Murray Weiner d/b/a Entertainment Management Group to serve as the Village's Agent for Certain Musical Events. On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None Absent: Angelo Lollino. Motion carried.

A motion was made by Mr. Zivojnovic and seconded by Mr. Kaminski to pass a resolution to approve and authorize the execution of a Supplemental Engineering Services proposal with Christopher B. Burke Engineering, Ltd. Regarding the Village's Flood Mitigation Project. On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None. Absent: Angelo Lollino. Motion carried.

A motion was made by Mrs. Stranges and seconded by Mr. DelSanto approving a resolution authorizing the execution of an agreement by and between Kane, McKenna and Associates, Inc. (North Avenue/Harlem Avenue TIF District). On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None Absent: Angelo Lollino. Motion carried.

A motion was made by Mr. DelSanto and seconded by Mrs. Stranges authorizing a resolution approving an Intergovernmental Agreement by and between the Metropolitan Water Reclamation District of Greater Chicago and the Village of Elmwood Park. On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None Absent: Angelo Lollino. Motion carried.

A motion was made by Mr. Zivojnovic and seconded by Mr. DelSanto approving a resolution authorizing the execution of an agreement by and between Kane, McKenna and Associates, Inc. (North Avenue/Harlem Avenue Business District). On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None Absent: Angelo Lollino. Motion carried.

A motion was made by Mrs. Stranges and seconded by Mr. Sargent approving a resolution authorizing the execution of an Amendment to a Contract for the Collection of Waste from Single Family and Non-Commercial Multiple-Family Dwelling Units between Groot Industries, Inc. and the Village of Elmwood Park. On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None Absent: Angelo Lollino. Motion carried.

### ORDINANCES

A motion was made by Mr. Kaminski and seconded by Mr. Zivojnovic to approve an Ordinance reserving and authorizing the Transfer of Volume Cap in connection with Private Activity Bond Issues, and Related Matters. Mr. Kaminski reported that in most years we have been successful in selling our cap to other municipalities so this is something we can somewhat benefit from. On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None Absent: Angelo Lollino. Motion carried.

A motion was made by Mr. Kaminski and seconded by Mr. Sargent to approve an Ordinance amending various sections of the Village Code regarding the Rules of Order and other matters regarding meeting of the Board of Trustees. On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None. Absent: Angelo Lollino. Motion carried.

A motion was made by Mr. Zivojnovic and seconded by Mr. DelSanto to approve an Ordinance amending Section 18-2A of the Code of the Village of Elmwood Park regarding qualifications for firefighters. On roll call the following voted "Aye", Alan Kaminski, Jeff Sargent, Tony DelSanto, Jonathan Zivojnovic, Angela Stranges and President Saviano. "Nays": None. Absent: Angelo Lollino. Motion carried.

The Ordinance Revoking Two (2) Special Use Permits Authorizing Drive-Through Facilities in conjunction with a Proposed Bank Facility and a Walgreen's Facility, both to be Located at 1600-1610 North Harlem Avenue in the Village of Elmwood Park, Illinois.  
TABLED.

President Saviano reported that the developer has closed on these two properties and this ordinance will be addressed at the next meeting. He reported Walgreens and First Merit Bank have entered into long term leases for the redevelopment.

**OLD BUSINESS**

None at this meeting.

**NEW BUSINESS**

A motion was made by Mr. Kaminski and seconded by Mrs. Stranges to authorize the Village Clerk to advertise for bids for the Elmwood Park 2014 Street Rehabilitation Project, South. On roll call the following voted "Aye": Alan Kaminski, Angelo Lollino, Jonathan Zivojnovic, Tony DelSanto, Angela Stranges, Jeff Sargent and President Saviano. "Nays" none. Motion carried.

President Saviano swore in Ed Nowak as a new commissioner on the Plan and Zoning Commission. He congratulated him and thanked him for serving his community.

**ADJOURNMENT**

With no other business to be brought before the board, a motion was made by Mr. DelSanto and seconded by Mrs. Stranges to adjourn the meeting. Meeting adjourned at 7:29 pm.

Respectfully Submitted,

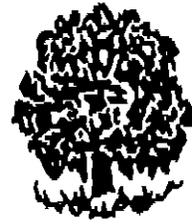


Gina Pesko  
Village Clerk

# Accounts Payable

## Checks by Date - Detail by Check Date

User: kparrilli  
Printed: 3/3/2015 9:20 AM



## Village of Elmwood Park

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
68582	KA100 11752	Kane Mc Kenna & Assoc consulting fees/TIF	07/31/2013	4,775.00
Total for Check Number 68582:				4,775.00
Total for 7/31/2013:				4,775.00
68806	KA100 11806	Kane Mc Kenna & Assoc consulting fees/TIF	08/30/2013	2,737.50
Total for Check Number 68806:				2,737.50
Total for 8/30/2013:				2,737.50
69002	KA100 11857	Kane Mc Kenna & Assoc consulting fees/tif	09/30/2013	5,500.00
Total for Check Number 69002:				5,500.00
Total for 9/30/2013:				5,500.00
69217	KA100 11919	Kane Mc Kenna & Assoc consulting fees/newTIF	10/31/2013	3,075.00
Total for Check Number 69217:				3,075.00
Total for 10/31/2013:				3,075.00
69414	KA100 11981	Kane Mc Kenna & Assoc consulting fees/TIF	11/27/2013	8,281.25
Total for Check Number 69414:				8,281.25
Total for 11/27/2013:				8,281.25
69611	KA100 12040	Kane Mc Kenna & Assoc consulting fees/tif	12/31/2013	5,283.80
Total for Check Number 69611:				5,283.80
Total for 12/31/2013:				5,283.80

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
69799	KA100 12100	Kane Mc Kenna & Assoc consulting fees/tif	01/31/2014	2,804.14
Total for Check Number 69799:				2,804.14
Total for 1/31/2014:				2,804.14
69961	KA100 12162	Kane Mc Kenna & Assoc consulting fees/new TIF	02/28/2014	1,762.50
Total for Check Number 69961:				1,762.50
Total for 2/28/2014:				1,762.50
70557	KA100 12330 12331	Kane Mc Kenna & Assoc consulting fees/North Ave TIF consulting fees/North Ave TIF	05/30/2014	87.50 175.00
Total for Check Number 70557:				262.50
Total for 5/30/2014:				262.50
71586	KA100 12386 12387	Kane Mc Kenna & Assoc consulting fees/tif consulting fees/tif	06/30/2014	2,112.50 1,925.00
Total for Check Number 71586:				4,037.50
Total for 6/30/2014:				4,037.50
71806	KA100 12443 12444	Kane Mc Kenna & Assoc consulting fees/business district consulting fees/North Ave TIF	07/31/2014	4,600.00 1,662.50
Total for Check Number 71806:				6,262.50
Total for 7/31/2014:				6,262.50
72020	KA100 12505 12506	Kane Mc Kenna & Assoc consulting fees/north ave business dist consulting fees/north ave tif	08/29/2014	2,662.50 1,750.00
Total for Check Number 72020:				4,412.50
Total for 8/29/2014:				4,412.50
72234	KA100 12562 12563	Kane Mc Kenna & Assoc consulting fees/ bd consulting fees/tif	09/30/2014	3,037.50 2,125.00
Total for Check Number 72234:				5,162.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 9/30/2014:	5,162.50
72431	KA100 12620 12621	Kane Mc Kenna & Assoc consulting fees/bd consulting fees/tif	10/31/2014	2,212.50 450.00
			Total for Check Number 72431:	2,662.50
			Total for 10/31/2014:	2,662.50
72629	KA100 12688 12689	Kane Mc Kenna & Assoc consulting fees/bd consulting fees/north & harlem/tif	11/26/2014	1,550.00 2,575.00
			Total for Check Number 72629:	4,125.00
			Total for 11/26/2014:	4,125.00
72804	KA100 12759	Kane Mc Kenna & Assoc consulting fees/north ave tif	12/31/2014	2,625.00
			Total for Check Number 72804:	2,625.00
			Total for 12/31/2014:	2,625.00
72988	KA100 12823	Kane Mc Kenna & Assoc consulting fees/tif	01/30/2015	2,131.25
			Total for Check Number 72988:	2,131.25
			Total for 1/30/2015:	2,131.25
73177	KA100 12619 12885	Kane Mc Kenna & Assoc consulting fees/TIF consulting fees/North Avo TIF	02/27/2015	437.50 2,684.40
			Total for Check Number 73177:	3,121.90
			Total for 2/27/2015:	3,121.90
			Report Total (18 checks):	69,022.34

RESOLUTION NO. 483 -13

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BY AND BETWEEN  
THE VILLAGE OF ELMWOOD PARK AND  
KANE, McKENNA AND ASSOCIATES, INC.

PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
THIS 3<sup>rd</sup> DAY OF JUNE, 2013

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Elmwood Park, Illinois  
the 3<sup>rd</sup> day of June, 2013

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BY AND BETWEEN  
THE VILLAGE OF ELMWOOD PARK AND  
KANE, McKENNA AND ASSOCIATES, INC.**

WHEREAS, it is in the best interests of the Village of Elmwood Park, Cook County, Illinois, (hereinafter referred to as the AVillage@) to enter into that certain agreement by and between the Village and Kane, McKenna and Associates, Inc. (AKMA@) for the purpose of assisting the Village with matters pertaining to tax increment financing, and/or the amendment of the Village's existing tax increment districts, and/or other economic development or financial consulting matters.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. The Village President be and he is hereby authorized and directed to execute and the Village Clerk is directed to attest, that certain Letter of Agreement by and between the Village of Elmwood Park and Kane, McKenna and Associates, Inc., substantially in the form attached hereto as and made a part hereof as Exhibit A, with such changes therein as shall be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of their approval of the same.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED this 3<sup>rd</sup> day of June, 2013.

AYES: 7

NAYS: 0

ABSENT: 0



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

**EXHIBIT A**  
**AGREEMENT**

## ADDENDUM

This Addendum is made this 4<sup>th</sup> day of June, 2013, by and between Kane, McKenna and Associates, Inc. ("KMA") and the Village of Elmwood Park, Illinois (the "Village") for professional services relating to assisting the Village with matters pertaining to tax increment financing, and/or the amendment of the Village's existing tax increment districts, and/or other economic development or financial consulting matters.

WHEREAS, the Village desires to contract with KMA for professional services relating to the above-described services and proposes to enter into a Letter of Agreement (the "Agreement") to be dated evenly therewith and desires to amend the Agreement by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and this Addendum, KMA and the Village agree that the Agreement shall be amended and supplemented as follows:

1. The following terms and conditions shall be and are hereby added to the Agreement:

Certifications. KMA certifies that KMA, its shareholders holding more than five percent (5%) of the outstanding shares of KMA, its officers and directors:

- a. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- c. are in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, KMA may be declared ineligible for future agreements with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
- d. are in compliance with equal employment opportunities and that during the performance of this Agreement:

- 1) That KMA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that KMA will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if KMA hires additional employees in order to perform this Agreement or any portion of this Agreement, KMA will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which KMA may reasonably recruit and KMA will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by KMA or on its behalf, KMA will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That KMA will send to each labor organization or representative of workers with which KMA has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of KMA's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with KMA in its efforts to comply with the Act and Rules and Regulations, KMA will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.
- 5) That KMA will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- 6) That KMA will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That KMA will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, KMA will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the

provisions. In addition, KMA will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

e. are in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;

f. are in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in KMA's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) KMA's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph f.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

(4) Notifying the Village within ten (10) days after receiving notice under Subparagraph f.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.

- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

g. that during the performance of this Agreement KMA will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise; KMA (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that KMA will retain such certifications in its files;

h. that no Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of any interest in KMA; or, if KMA's stock is traded on a nationally recognized securities market, that no Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of more than one percent (1%) of KMA, but if any Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of less than one percent (1%) of KMA, KMA has disclosed to the Village of Elmwood Park in writing the name(s) of the holder of such interest;

i. that no officer or employee of the Village of Elmwood Park has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the

government employment or the official position of the employee or officer from KMA in violation of the Elmwood Park Village Code;

j. that KMA has not given to any officer or employee of the Village of Elmwood Park any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Elmwood Park Village Code;

k. that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that KMA and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

l. shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

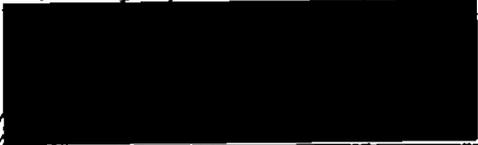
2. The remaining terms and provisions of the Agreement are in full force and effect and are not amended, altered or modified by this Addendum.

VILLAGE OF ELMWOOD PARK

By: 

Angelo "Skip" Saviano, Village President

KANE, McKENNA AND ASSOCIATES, INC.

By: 

Philip R. McKenna, President

May 20, 2013

Mr. Paul Volpe  
Village Manager  
Village of Elmwood Park  
11 Conti Parkway  
Elmwood Park, Illinois 60707-4597

Dear Mr. Volpe:

Pursuant to our discussions last week, Kane, McKenna and Associates, Inc. ("KMA") is prepared to assist the Village of Elmwood Park (the "Village") in evaluating a certain area in the Village generally located along the north and south sides of Grand Avenue between approximately Harlem Ave and 78<sup>th</sup> Avenue and along the west side of Harlem Avenue between approximately Grand Avenue and Wrightwood Avenue (the "Project") in reference to tax increment financing or other related economic development programs.

Kane, McKenna and Associates, Inc., will provide the following services to Village as necessary.

**PHASE I – TIF AND RELATED ECONOMIC DEVELOPMENT SERVICES**

- 1) Assist Village in investigating the desirability and feasibility of utilizing Tax Increment Financing ("TIF") or other appropriate economic development incentives for the Project.
- 2) Evaluate various methods of achieving Village's goal of achieving long term economic development utilizing appropriate public participation in the financing of the Project including, but not limited to, the use of incremental property and other taxes (if applicable); Special Service Area (SSA) financing, Business District (BD) program and other state, federal and local economic development and infrastructure funding programs (collectively the "Economic Development Programs").
- 3) Identify the preliminary feasibility of adopting tax increment financing. KMA will also identify other Economic Development Programs for the Project.
- 4) Prepare preliminary estimates of incremental revenues and supportable public debt.

Mr. Paul Volpe  
Page 2  
May 20, 2013



- 5) Review the characteristics of the Project site in order to recommend the specific boundaries for a TIF District or other Economic Development Programs, and to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.
- 6) In the event that other local financing programs or economic development tools are available to compliment or provide a viable alternative to a TIF, KMA will identify the other Economic Development Programs and a strategy for implementing them and any conditions for their use by the Village.
- 7) Advise the Village regarding the most economical public financing strategy for the Project.
- 8) Prepare a presentation for the Village of incremental revenue projections and financing alternatives. Identify eligible public improvements and other eligible costs as well as potential public funding options.

Prepare a report regarding the applicability of implementing a TIF or other Economic Development Programs based upon the applicable law.

At a minimum, the Report will include the following:

- a. Review area for land use and conditions and summarize results.
- b. Establish preliminary Project boundaries.
- c. Determine area qualification under various Economic Development Programs.
- d. Prepare survey analysis and identify necessary documentation to back up findings.

Mr. Paul Volpe  
Page 3  
May 20, 2013



## PHASE II – COMPLETE REDEVELOPMENT PLAN AND PROJECT

Upon Village direction, KMA will complete the redevelopment plan and project or other documentation as required by law for implementation under a TIF or other Economic Development Programs. Among other elements the redevelopment plan prepared will include:

- 1) A statement of redevelopment goals and objectives.
- 2) Examination of qualification factors and presentation of rationale for basis under which the TIF District or other Economic Development Programs are to be justified under state law.
- 3) A statement of eligible redevelopment activities the Village may implement under the plan.
- 4) Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- 5) A detailed discussion of impediments to the successful redevelopment of the Project area and the measures the Village could undertake to eliminate such barriers so to promote economic revitalization within the Project area.
- 6) Assist Village by participating in required public hearings, Joint Review Board meetings or other required meetings, as well as helping to insure preparation and execution of proper notification as required for all meetings.
- 7) Assist the Village by participating in meetings with all interested and affected parties, including property owners, and overlapping tax jurisdictions. KMA will help Village to follow the procedures for such gatherings as required by state law.
- 8) Work with the Village's counsel to meet all the requirements of Illinois law so to insure proper establishment of the TIF District or other Economic Development Programs.

Mr. Paul Volpe  
Page 4  
May 20, 2013

- 
- 9) Assist Village's counsel in preparation of the appropriate ordinances required for adoption of the redevelopment plan and project by the Village whether implementing a TIF or other Economic Development Programs.
  - 10) Assist Village to establish and maintain complete documentation files to assure proper support of eligibility findings in order to provide legal standing for implementation of a TIF or other Economic Development Programs.

**PHASE III – REDEVELOPMENT AGREEMENTS, PLAN AND PROJECT IMPLEMENTATION**

KMA will assist the Village, as requested in the implementation of an economic development program to facilitate financing for projects using TIF or other Economic Development Programs. Services that will be provided include:

- 1) Arrange and attend meetings with the Village pertinent to the negotiation of any redevelopment agreements or projects.
- 2) Provide assistance and information necessary for resolution of any redevelopment agreement related issues faced by the Village.
- 3) Work with the Village regarding the most feasible economic public financing strategy for any public improvements or other needs in the proposed Project. Work with Village regarding preparation of "but for" arguments related to potential development proposals under TIF or other Economic Development Programs.
- 4) Assist the Village in drafting and/or redrafting any redevelopment agreements for presentation and negotiations with the Village and otherwise perform all duties necessary to facilitate any required agreements on behalf of Village.
- 5) Estimate anticipated incremental revenues to be generated from potential development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development's characteristics and potential.

Mr. Paul Volpe  
Page 5  
May 20, 2013



- 6) Provide the Village with recommendations regarding proposed revenue/costs projections and the potential funding advantages and disadvantages of various public financing strategies.

#### **PHASE IV – FINANCIAL ADVISORY SERVICES**

KMA (and its affiliate Kane, McKenna Capital, Inc.), will assist the Village, as requested, in the implementation of financing relating to capital improvements and other eligible activities undertaken using a TIF or other Economic Development Programs.

#### **COMPENSATION FOR SERVICES**

The Village shall be billed monthly for services at the following rates per hour:

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

Phase I services are estimated to be in the range of \$7,500 to \$12,500. Phase II services will only be undertaken at the direction of the Village and are estimated to be in the range of \$25,000 to \$35,000. Services related to Phases III and IV will only be undertaken at the direction of the Village after an estimate of cost to provide the services is provided by KMA.

The Village shall have the right to terminate this Agreement at any time upon five (5) days written notice.

Out of pocket expenses related to any mailing, newspaper publication, and the preparation of the legal description are not included in the hourly fees. No other fees will be charged for travel, copying or other normal expenses.

Mr. Paul Volpe  
Page 6  
May 20, 2013



The effective date of this Agreement shall be May 20, 2013 regardless of its actual date of execution.

KMA understands that the Village may pass through any or all fees provided in this Letter of Agreement to a private developer.

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

Sincerely,

[Redacted Signature]

Robert Rychlicki  
Executive Vice President

[Redacted Signature]

Charles J. Biondo  
Senior Vice President

AGREED TO: [Redacted Signature]

Philip R. McKenna, President  
Kane, McKenna and Associates, Inc.

5-20-13

Date

[Redacted Signature]  
Paul Volpe, Village Manager  
Village of Elmwood Park, Illinois

6-10-13

Date

RESOLUTION NO. 534 -14

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BY AND BETWEEN  
THE VILLAGE OF ELMWOOD PARK AND  
KANE, McKENNA AND ASSOCIATES, INC.  
(NORTH AVENUE/HARLEM AVENUE TIF DISTRICT)

PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
THIS 7TH DAY OF APRIL, 2014

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Elmwood Park, Illinois  
the 7th day of April, 2014

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BY AND BETWEEN  
THE VILLAGE OF ELMWOOD PARK AND  
KANE, McKENNA AND ASSOCIATES, INC.  
(NORTH AVENUE/HARLEM AVENUE TIF DISTRICT)**

WHEREAS, it is in the best interests of the Village of Elmwood Park, Cook County, Illinois, (hereinafter referred to as the AVillage@) to enter into that certain agreement by and between the Village and Kane, McKenna and Associates, Inc. (AKMA@) for the purpose of assisting the Village with matters pertaining to tax increment financing for the area generally described as the north side of North Avenue from Harlem Avenue to 72<sup>nd</sup> Court and the west side of Harlem Avenue from North Avenue to Wabansia Avenue.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. The Village Manager be and he is hereby authorized and directed to execute that certain Letter of Agreement by and between the Village of Elmwood Park and Kane, McKenna and Associates, Inc., substantially in the form attached hereto as and made a part hereof as Exhibit A, with such changes therein as shall be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of their approval of the same.

Section 2. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED this 7th day of April, 2014.

AYES: 6

NAYS: Ø

ABSENT: 1

[Redacted Signature]

VILLAGE PRESIDENT

ATTEST:

[Redacted Signature]

VILLAGE CLERK

**EXHIBIT A**  
**AGREEMENT**

RESOLUTION NO. 535 -14

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BY AND BETWEEN  
THE VILLAGE OF ELMWOOD PARK AND  
KANE, McKENNA AND ASSOCIATES, INC.  
(NORTH AVENUE BUSINESS DISTRICT)

PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
THIS 7TH DAY OF APRIL, 2014

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Elmwood Park, Illinois  
the 7th day of April, 2014

Kane, McKenna  
and Associates, Inc.

150 North Wacker Drive r 312.444.1702  
Suite 1600 f 312.444.9052  
Chicago, Illinois 60606

534-14

March 17, 2014



Mr. Paul Volpe  
Village Manager  
Village of Elmwood Park  
11 Conti Parkway  
Elmwood Park, Illinois 60707-4597

**RE: Potential Tax Increment Finance (TIF) District Designation**

Dear Mr. Volpe:

Pursuant to our discussions last week, Kane, McKenna and Associates, Inc. ("KMA") is prepared to assist the Village of Elmwood Park (the "Village") in evaluating a certain area in the Village generally located along the north side of North Avenue between approximately Harlem Avenue and 72<sup>nd</sup> Court and along the west side of Harlem Avenue between approximately North Avenue and Wabansia Avenue (the "Project") in reference to tax increment financing or other related economic development programs.

Kane, McKenna and Associates, Inc., will provide the following services to Village as necessary.

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- 3) Identify the preliminary feasibility of adopting tax increment financing. KMA will also identify other Economic Development Programs for the Project.
- 4) Prepare preliminary estimates of incremental revenues and supportable public debt.

Mr. Paul Volpe  
Page 2  
March 17, 2014



- 5) Review the characteristics of the Project site in order to recommend the specific boundaries for a TIF District or other Economic Development Programs, and to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.
- 6) In the event that other local financing programs or economic development tools are available to compliment or provide a viable alternative to a TIF, KMA will identify the other Economic Development Programs and a strategy for implementing them and any conditions for their use by the Village.
- 7) Advise the Village regarding the most economical public financing strategy for the Project.
- 8) Prepare a presentation for the Village of incremental revenue projections and financing alternatives. Identify eligible public improvements and other eligible costs as well as potential public funding options.

Prepare a report regarding the applicability of implementing a TIF or other Economic Development Programs based upon the applicable law.

At a minimum, the Report will include the following:

- a. Review area for land use and conditions and summarize results.
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- c. Determine area qualification under various Economic Development Programs.
- d. Prepare survey analysis and identify necessary documentation to back up findings.



Mr. Paul Volpe  
Page 3  
March 17, 2014

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- 2) Examination of qualification factors and presentation of rationale for basis under which the TIF District or other Economic Development Programs are to be justified under state law.
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- 7) Assist the Village by participating in meetings with all interested and affected parties, including property owners, and overlapping tax jurisdictions. KMA will help Village to follow the procedures for such gatherings as required by state law.
- 8) Work with the Village's counsel to meet all the requirements of Illinois law so to insure proper establishment of the TIF District or other Economic Development Programs.

Mr. Paul Volpe  
Page 4  
March 17, 2014



- 9) Assist Village's counsel in preparation of the appropriate ordinances required for adoption of the redevelopment plan and project by the Village whether implementing a TIF or other Economic Development Programs.
- 10) Assist Village to establish and maintain complete documentation files to assure proper support of eligibility findings in order to provide legal standing for implementation of a TIF or other Economic Development Programs.

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- 4) Assist the Village in drafting and/or redrafting any redevelopment agreements for presentation and negotiations with the Village and otherwise perform all duties necessary to facilitate any required agreements on behalf of Village.
- 5) Estimate anticipated incremental revenues to be generated from potential development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development's characteristics and potential.
- 6) Provide the Village with recommendations regarding proposed revenue/costs projections and the potential funding advantages and disadvantages of various public financing strategies.

Mr. Paul Volpe  
Page 5  
March 17, 2014



**COMPENSATION FOR SERVICES**

The Village shall be billed monthly for services at the following rates per hour:

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

Phase I services are estimated to be in the range of \$7,500 to \$12,500. Phase II services will only be undertaken at the direction of the Village and are estimated to in the range of \$20,000 to \$30,000. Services related to Phase III will only be undertaken at the direction of the Village after an estimate of cost to provide the services is provided by KMA.

The Village shall have the right to terminate this Agreement at any time upon five (5) days written notice.

Out of pocket expenses related to any mailing, newspaper publication, and the preparation of the legal description are not included in the hourly fees. No other fees will be charged for travel, copying or other normal expenses.

Mr. Paul Volpe  
Page 6  
March 17, 2014



The effective date of this Agreement shall be March 17, 2014 regardless of its actual date of execution.

KMA understands that the Village may pass through any or all fees provided in this Letter of Agreement to a private developer.

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

Sincerely,

Robert Rychlicki  
Executive Vice President

AGREED TO:

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

3/17/14

Date

Paul Volpe, Village Manager  
Village of Elmwood Park, Illinois

4-7-2014

Date

## ADDENDUM

This Addendum is made this 17th day of March, 2014, by and between Kane, McKenna and Associates, Inc. ("KMA") and the Village of Elmwood Park, Illinois (the "Village") for professional services relating to assisting the Village with matters pertaining to tax increment financing for an area generally described as the north side of North Avenue from Harlem Avenue to 72<sup>nd</sup> Court and the west side of Harlem Avenue from North Avenue to Wabansia Avenue.

WHEREAS, the Village desires to contract with KMA for professional services relating to the above-described services and proposes to enter into a Letter of Agreement (the "Agreement") to be dated evenly therewith and desires to amend the Agreement by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and this Addendum, KMA and the Village agree that the Agreement shall be amended and supplemented as follows:

1. The following terms and conditions shall be and are hereby added to the Agreement:

Certifications. KMA certifies that KMA, its shareholders holding more than five percent (5%) of the outstanding shares of KMA, its officers and directors:

- a. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- c. are in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, KMA may be declared ineligible for future agreements with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
- d. are in compliance with equal employment opportunities and that during the performance of this Agreement:

- 1) That KMA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that KMA will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if KMA hires additional employees in order to perform this Agreement or any portion of this Agreement, KMA will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which KMA may reasonably recruit and KMA will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by KMA or on its behalf, KMA will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That KMA will send to each labor organization or representative of workers with which KMA has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of KMA's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with KMA in its efforts to comply with the Act and Rules and Regulations, KMA will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.
- 5) That KMA will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- 6) That KMA will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That KMA will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, KMA will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the

provisions. In addition, KMA will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

e. are in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;

f. are in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in KMA's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) KMA's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph f.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

(4) Notifying the Village within ten (10) days after receiving notice under Subparagraph f.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.

- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

g. that during the performance of this Agreement KMA will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise; KMA (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that KMA will retain such certifications in its files;

h. that no Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of any interest in KMA; or, if KMA's stock is traded on a nationally recognized securities market, that no Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of more than one percent (1%) of KMA, but if any Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of less than one percent (1%) of KMA, KMA has disclosed to the Village of Elmwood Park in writing the name(s) of the holder of such interest;

i. that no officer or employee of the Village of Elmwood Park has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the

government employment or the official position of the employee or officer from KMA in violation of the Elmwood Park Village Code;

- j. that KMA has not given to any officer or employee of the Village of Elmwood Park any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Elmwood Park Village Code;
- k. that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that KMA and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- l. shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

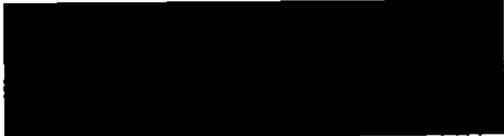
2. The remaining terms and provisions of the Agreement are in full force and effect and are not amended, altered or modified by this Addendum.

VILLAGE OF ELMWOOD PARK

By: 

Paul Volpe, Village Manager

KANE, McKENNA AND ASSOCIATES, INC.

By: 

Robert Rychlicki, Executive Vice President

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BY AND BETWEEN  
THE VILLAGE OF ELMWOOD PARK AND  
KANE, McKENNA AND ASSOCIATES, INC.  
(NORTH AVENUE BUSINESS DISTRICT)**

WHEREAS, it is in the best interests of the Village of Elmwood Park, Cook County, Illinois, (the Village) to enter into that certain agreement by and between the Village and Kane, McKenna and Associates, Inc. (KMA) for the purpose of assisting the Village with matters pertaining to establishing a business district for the area generally described as the north side of North Avenue from Harlem Avenue to Thatcher Avenue and the west side of Harlem Avenue from North Avenue to Armitage Avenue.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. The Village Manager be and he is hereby authorized and directed to execute that certain Letter of Agreement by and between the Village of Elmwood Park and Kane, McKenna and Associates, Inc., substantially in the form attached hereto as and made a part hereof as Exhibit A, with such changes therein as shall be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of their approval of the same.

Section 2. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED this 7th day of April, 2014.

AYES: 6

NAYS: 0

ABSENT: 1

[Redacted Signature]

VILLAGE PRESIDENT

ATTEST:

[Redacted Signature]

VILLAGE CLERK

**EXHIBIT A**  
**AGREEMENT**

535-14

March 17, 2014



Mr. Paul Volpe  
Village Manager  
Village of Elmwood Park  
11 Conti Parkway  
Elmwood Park, Illinois 60707-4505

**RE : Potential Business District (BD) Designation**

Dear Mr. Volpe:

Kane, McKenna and Associates, Inc. ("KMA") is prepared to assist the Village of Elmwood Park (the "Village") regarding professional services associated with the review and analysis of a potential business district to assist in the development of certain property generally located along the north side of North Avenue between Harlem Avenue and Thatcher Avenue and on the west side of Harlem Avenue between North Avenue and Armitage Avenue (the "Project").

KMA will provide the following services as necessary:

**PHASE I: SERVICES AND PRELIMINARY REVIEW OF POTENTIAL BUSINESS DISTRICT QUALIFICATION FACTORS**

- 1) Assist the Village in investigating the desirability and feasibility of creating a business district (the "Business District") and funding for the Project.
- 2) Identify the feasibility of potential financing pursuant to the above program. KMA shall also review related economic development programs for the Project and communicate to Village.
- 3) Advise the Village regarding the most economic and efficient combination of public financing strategy for the Project given application of Business District sales taxes.
- 4) Review the characteristics of the Project site in order to recommend the specific boundaries of an appropriate area and related economic development programs. Assess the potential qualification factors (strengths and weaknesses) of any economic development program identified area under Illinois law.



Mr. Paul Volpe  
Page Two  
March 17, 2014

## **PHASE II: COMPLETE BUSINESS DISTRICT PLAN AND PROJECT**

Under Village direction, KMA will complete the Redevelopment Plan and Project required by State of Illinois Business District Law (defined herein as "Business District law"). Among other elements, the plan prepared for the proposed the Business District will include:

- 1) A statement of redevelopment goals and objectives.
- 2) Examination of Business District qualification factors and presentation of rationale for basis under which the Business District to be justified under State law.
- 3) A statement of eligible redevelopment activities.
- 4) Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- 5) A detailed discussion of impediments to the successful redevelopment of the project area and measures the Village could undertake to eliminate such barriers so to promote economic revitalization of the project area.
- 6) As necessary, assist Village by participating in required community meetings or public hearings, as well as helping to insure preparation and execution of property notification as required for all meetings.
- 7) As necessary, assist the Village in participating in meetings with all interested and affected parties and overlapping taxing jurisdictions. KMA will help Village to follow the procedures for such gatherings as required by State law.
- 8) Work with the Village's counsel to meet all the requirements of appropriate law so to insure proper establishment of the Business District.
- 9) Assist Village's counsel in preparation of the appropriate Ordinances required for adoption of the redevelopment plan and project.
- 10) Assist Village to establish and maintain complete documentation files to assure proper support of eligibility findings in order to support legal standing for establishment of the Business District.



Mr. Paul Volpe  
Page Three  
March 17, 2014

**COMPENSATION FOR SERVICES**

The Village shall be billed monthly for services at the following rates per hour:

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

Phase I services are estimated to be in the range of \$6,500 to \$8,500. Phase II services are estimated to be in the range of \$12,500 to \$15,500.

The Village shall have the right to terminate this Agreement at any time upon five (5) days written notice.

Out of pocket expenses related to any mailing, newspaper publication, or preparation of legal description are not included in the hourly fees. No other fees will be charged for travel, copying or other normal expenses.

150 North Wacker Drive T 312.444.1702  
Suite 1600 F 312.444.9052  
Chicago, Illinois 60606

Mr. Paul Volpe  
Page Four  
March 17, 2014



The effective date of this agreement shall be March 17, 2014 regardless of its actual date of execution.

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

Sincerely,

[Redacted Signature]

Robert Rychlicki  
Executive Vice President

[Redacted Signature]

Charles L. Durham  
Senior Vice President

AGREED TO:

[Redacted Signature]

Robert Rychlicki, Executive Vice President

3/17/14  
Date

[Redacted Signature]

Village of Elmwood Park

4-7-2014  
Date

## ADDENDUM

This Addendum is made this 17th day of March, 2014, by and between Kane, McKenna and Associates, Inc. ("KMA") and the Village of Elmwood Park, Illinois (the "Village") for professional services relating to assisting the Village with matters pertaining to establishing a business district for an area generally described as the north side of North Avenue from Harlem Avenue to Thatcher Avenue and the west side of Harlem Avenue from North Avenue to Armitage Avenue.

WHEREAS, the Village desires to contract with KMA for professional services relating to the above-described services and proposes to enter into a Letter of Agreement (the "Agreement") to be dated evenly therewith and desires to amend the Agreement by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and this Addendum, KMA and the Village agree that the Agreement shall be amended and supplemented as follows:

1. The following terms and conditions shall be and are hereby added to the Agreement:

Certifications. KMA certifies that KMA, its shareholders holding more than five percent (5%) of the outstanding shares of KMA, its officers and directors:

- a. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- c. are in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, KMA may be declared ineligible for future agreements with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;

d.

are in compliance with equal employment opportunities and that during the performance of this Agreement:

- 1) That KMA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that KMA will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if KMA hires additional employees in order to perform this Agreement or any portion of this Agreement, KMA will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which KMA may reasonably recruit and KMA will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
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- 4) That KMA will send to each labor organization or representative of workers with which KMA has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of KMA's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with KMA in its efforts to comply with the Act and Rules and Regulations, KMA will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.
- 5) That KMA will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- 6) That KMA will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That KMA will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, KMA

will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, KMA will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

e. are in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;

f. are in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in KMA's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) KMA's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph f.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

- (4) Notifying the Village within ten (10) days after receiving notice under Subparagraph f.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

g. that during the performance of this Agreement KMA will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise; KMA (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that KMA will retain such certifications in its files;

h. that no Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of any interest in KMA; or, if KMA's stock is traded on a nationally recognized securities market, that no Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of more than one percent (1%) of KMA, but if any Village of Elmwood Park officer, spouse or dependent child of a Village of Elmwood Park officer, agent on behalf of any Village of Elmwood Park officer or trust in which a Village of Elmwood Park officer, the spouse or dependent child of a Village of Elmwood Park officer or a beneficiary is a holder of less than one percent (1%) of KMA, KMA has disclosed to the Village of Elmwood Park in writing the name(s) of the holder of such interest;

- i. that no officer or employee of the Village of Elmwood Park has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from KMA in violation of the Elmwood Park Village Code;
  - j. that KMA has not given to any officer or employee of the Village of Elmwood Park any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Elmwood Park Village Code;
  - k. that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that KMA and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
1. shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).
  2. The remaining terms and provisions of the Agreement are in full force and effect and are not amended, altered or modified by this Addendum.

VILLAGE OF ELMWOOD PARK

By:   
Paul Volpe, Village Manager

KANE, McKENNA AND ASSOCIATES, INC.

By:   
Robert Rychlajski, Executive Vice President