



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:00 P.M., DECEMBER 15, 2015**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes – Committee of the Whole Meeting – December 1, 2015**
- IV) Regular Business**
 - 1) Discussion Concerning Proposed Modifications to the “Vicious Dog” Ordinance (7:00 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: December 11, 2015

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
DECEMBER 1, 2015**

Draft

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:17 PM, Tuesday, December 1, 2015 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

On roll call by Deputy Village Clerk Douglas Petroschius the following were:

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

ABSENT: None.

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village manager; Robert Merkel, Finance Director; Amanda Pazdan, Management Analyst; Charles Greenstein, Village Treasurer; Timothy Clarke, Community Development Director; Robert LaMantia, Police Chief; Aaron Cook, Community Development Manager; Charles Meyer, Assistant to the Village Manager; Michael Hansen, Fire Chief; Steve Mertes, TPI Building Code Consultants; Irv Fishman, Plan Commission.

Approval of Minutes

Minutes of the November 17, 2015 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Bass moved to approve the minutes. Trustee Spino seconded the motion. The motion was approved 6-0. The minutes were approved.

Regular Business

1. Discussion Concerning Proposed Building Code Amendments

This item was presented by Mr. Clarke and was previously discussed at the November 3, 2015 Committee of the Whole meeting. Mr. Clarke described the purpose of building codes and differentiated them from other codes such as zoning codes. The proposed changes are being requested by Stark Enterprises and South Bay Development who are firms that are seeking to develop multifamily residential in the Village. At the November 3 meeting staff was directed to seek comparable data from other communities' building codes. Discussion ensued. Trustee Cope stated that the Village should make an independent decision and not make decisions to move forward based on what other communities' codes are. Trustee Cope provided information from the International Masonry Institute. Trustee Cope stated that building with masonry makes for a stronger structure. Discussion ensued regarding safety and why staff is supporting the request from the developers. Mr. Mertes provided information and requirements from the International Building Code and indicated that in order to achieve a two hour rating masonry is not required, but the Village Code does require masonry. Discussion ensued regarding fires, response times, sprinklers, and the difference between structural code requirements and exterior wall construction requirements. Mr. Fishman spoke in support of the request from the developers. President Turry asked the Trustees to state their position on the matter. Trustee Elster expressed support of the request. Trustee Spino expressed support of staff's recommendation and indicated that there are hospitals with one hour walls. Trustee Klatzco expressed support of staff's recommendation and indicated that sprinklers save lives. Trustee Cope expressed opposition to the request and indicated that he would not like it to be open-ended. Trustee Patel expressed support of staff's recommendation. Trustee Bass generally agreed with staff's recommendation. Mr. Wiberg indicated it will appear on a future Regular Meeting as an Ordinance.

2. Discussion Concerning a Request for the Village to Exercise its Home Rule Authority to Modify Cook County's Regulations Contained in its "Puppy Mill Ordinance"

This item was presented by Mr. Wiberg. Ken Bearman, owner of The Animal Store located at 4364 West Touhy Avenue, has requested that the Village consider exercising its Home Rule powers to adopt an Ordinance which would modify the requirements included in the Cook County Ordinance, commonly known as "The Puppy Mill" Ordinance. Mr. Wiberg presented the salient aspects of the Cook County Ordinance. Mr. Bearman does not sell dogs and is interested in receiving permission to sell rabbits or possibly cats. Discussion ensued. There was consensus to direct the Village Attorney to prepare an Ordinance in accordance with Mr. Bearman's request. Trustee Bass requested that the Ordinance include a requirement that animals that are sold are from a humane source such as USDA approved facilities. President Turry requested a one-year look back.

Adjournment

At 7:31 PM Trustee Patel made a motion to adjourn the Committee of the Whole. The motion was seconded by Trustee Klatzco. The motion passed by voice vote, 6-0. The Committee of the Whole meeting was adjournment.

Respectfully Submitted,

Douglas Petroschius
Deputy Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: December 11, 2015

SUBJECT: **December 15 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **7:00 p.m.** on Tuesday evening. Dinner will be available beginning at 6:15 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items for discussion:

- 1) **Discussion Concerning Proposed Modifications to the “Vicious Dog\$ Ordinance (7:00 – 7:30 p.m.)**

Following the unfortunate attack by a Pitbull dog this summer, which resulted in a smaller dog being killed, staff has reviewed our current Ordinance regulating vicious dogs. [Attached](#) is a memorandum from the Police Chief which summarizes a series of recommended changes to our Ordinance to make enforcement more effective.

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



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Mr. Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: December 15, 2015

Subject: Review of the Village Code with Regards to Regulations of Dogs

Staff and the Village Attorney conducted a routine review of the Village Code as it pertains to Regulations of Dogs, Cats and Animals. As a result of the review, staff is recommending revisions to the Code.

Staff is not recommending revisions regarding the substance of the Code. The proposed Code continues to carefully regulate "Dangerous Dogs" and "Vicious Dogs." The recommended revisions are merely intended to bring the Code up-to-date and allow more efficient enforcement, when necessary.

The following is a summary of recommended revisions:

1. Defining a bite or attack of any animal or person as a violation of the Code.
2. Revising the definition of a "Dangerous Dog" so it is less vague.
3. Relaxing the standard with regard to an "Enclosure" so it is more moderate without compromising community safety.
4. Updating many definitions including: "Vicious Dog, Microchip, Person, Police Dog, Running at Large, Severe Physical Injury, Service Dog, and Dangerous Dog Designation (Dangerous Behavior), and Vicious Dog Designation (Vicious Behavior)."
5. Redefining "Dangerous Dog" in clearly articulated current language to allow the police department the ability to help frame an argument when enforcement becomes necessary.
6. Designating the Village's Hearing Officer the authority to determine a dog meets the criteria of a "Dangerous Dog," rather than the Circuit Court.

7. Adjusting signage requirements so they remain clearly visible to visitors, but more manageable for dog owners.
8. Adjusting mandated minimum insurance coverage from \$50,000.00 to \$100,000.00.
9. Revise exempting language to include "Service Dogs."

The Code has two classifications of dogs, Dangerous and Vicious, which have separate regulations and requirements. The table below shows the regulations of each.

| Regulation | Dangerous Dogs | Vicious Dogs |
|---------------------------------|---|---|
| Confinement – Private Property | Indoors, or within an enclosure, or a fully-fenced yard. | Indoors, or within an enclosure only. |
| Confinement – Public Property | Leashed at all times by an adult, and muzzled. Leash must be non-retractable and not longer than six feet in length. | Leashed at all times by an adult, and muzzled. Leash must be non-retractable and not longer than six feet in length. Permitted only for veterinary care, transfer outside the Village, transfer into an enclosure, or as required by court or hearing officer order. |
| Signage | "Dangerous Dog" signs required at premises where dog is kept. | "Vicious Dog" signs required at premises where dog is kept. |
| Evaluation and Training | Within 180 days after designation: (1) evaluation by dog behaviorist; and (2) obedience training. | Within 180 days after designation: (1) evaluation by dog behaviorist; and (2) obedience training. |
| Micro chipping | Dog must be micro chipped within 14 days after designation. | Dog must be micro chipped within 14 days after designation. |
| Spaying/Neutering | Not required. | Dog must be spayed or neutered within 14 days after designation. |
| Insurance | Owner must procure \$100,000 liability insurance policy or surety bond, within 14 days after designation. | Owner must procure \$150,000 liability insurance policy or surety bond, within 14 days after designation. |
| Penalties for Failure to Comply | One or more of the following: (1) fine; (2) spaying or neutering of the dog; and (3) removal of the dog from the Village. | One or more of the following: (1) fine; (2) impoundment; (3) humane destruction of the dog; (4) removal of the dog to an animal shelter outside the Village; and (5) removal of the dog from the Village. |

Documents Attached

1. Proposed Ordinance with Redline and Strikeout

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 11
OF THE MUNICIPAL CODE OF LINCOLNWOOD
CONCERNING DOG REGULATIONS**

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

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

ORDINANCE NO. 2015-__

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 11
OF THE MUNICIPAL CODE OF LINCOLNWOOD
CONCERNING DOG REGULATIONS

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

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Article 3 of Chapter 11 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), establishes regulations and procedures for the keeping of animals within the Village; and

WHEREAS, the President and the Board of Trustees desire to amend certain provisions of Article 3 of Chapter 11 of the Village Code to update and clarify Village regulations governing animals bites, dangerous and vicious dogs, and nuisance animals in the Village; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to this Ordinance;

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

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. ANIMAL BITES. Section 11-3-11 of the Village Code is hereby amended further to read as follows:

“11-3-11 ANIMAL BITES.

(A) Biting and Attacking. It shall be unlawful for an Owner or any other person in control of any Domestic Animal to all the Domestic Animal to bite or attack any other Domestic Animal or person in the Village. If a Person is bitten by a Domestic Animal, the incident shall be reported to the police department immediately. All reports of bites or attacks shall be in investigated by the police department in accordance with this article. The police department may, for an initial violation of this Section, issue a warning to the Owner rather than a citation. No more than one such warning will be provided.

(B) Duties of Owner; Rabies Investigation. It shall be unlawful for the owner or keeper of any dog, cat or other animal, when notified that such dog, cat, or other animal has bitten or scratched any person or has otherwise injured any person so as to cause an abrasion of the skin, or any dog, cat, or other animal suspected of having rabies, to sell or give away such dog, cat, or other animal or to permit or allow such dog, cat, or other animal to be taken away beyond the limits of the county, but it shall be the duty of such owner, upon receiving notice of the character aforesaid to immediately place such dog, cat, or other animal in a duly licensed veterinary hospital where such dog, cat, or other animal shall be confined for a period of at least 10 days for observation or deliver, or cause to be delivered, any such dog, cat, or other animal to the Chief of Police or his or her designee for such placement. In case such dog, cat, or other animal is delivered to a veterinary hospital, notice of the name and location of such hospital shall be immediately furnished to the Chief of Police or his or her designee by the owner of such dog, cat, or other animal, and upon receipt of such dog, cat, or other animal, the veterinary hospital shall submit to the Chief of Police or his or her designee, a certificate stating that such dog, cat, or other animal either shows no symptoms of rabies or does show symptoms of rabies. If, at the expiration of the 10 days of confinement in such veterinary hospital, the veterinary hospital shall submit to the Chief of Police or his or her designee a second certificate stating that the dog, cat, or other animal does not have rabies, the dog, cat, or other animal may then be released by the Chief of Police or his or her designee. If such dog, cat, or other animal should die during the interval of observation, the intact brain shall forthwith be delivered to the laboratory of the Illinois Department of Public Health. If, however, evidence is presented that such dog, cat, or other animal has been inoculated against rabies within the time prescribed by law prior to the biting, such dog, cat, or other animal shall be confined in the house of its owner or in a manner that will prohibit such dog, cat, or other animal from biting any person for a period of 10 days, unless in the judgment of the Chief of Police or his or her designee, or a licensed veterinarian, circumstances are such that the dog, cat, or other animal should be confined elsewhere. Such dog, cat, or other animal so confined shall be examined by a licensed veterinarian on the first, fifth, and 10th days during confinement. If, at the expiration of the ten-day confinement, the veterinarian shall submit a certificate stating that the dog, cat, or other animal does not have rabies, the dog, cat, or other animal may then be released by the Chief of Police or his or her designee. Any expense incurred by the Village in connection with the handling of any dog, cat, or other animal under this Section 11-3-11 shall be reimbursed by the owner of the animal within 30 days after receipt of an invoice therefor.”

SECTION 3. DANGEROUS DOGS AND VICIOUS DOGS. Section 11-3-12 of the Village Code is hereby amended further to read as follows:

“11-3-12 **DANGEROUS DOGS AND VICIOUS AND DANGEROUS DOGS AND OTHER ANIMALS DOGS.**

(A) Definitions. The following definitions shall apply in the interpretation and the enforcement of this ~~Section 11-3-12~~ **Article 3:**

ALTERED: an animal that has been permanently spayed or neutered.

BITE: any cutting, wounding, or tearing with the teeth, including any abrasion of the skin.

CSO: The Community Service Officer.

~~DANGEROUS DOG: Any individual dog when unmuzzled, unleashed, or unattended by its owner that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or a companion animal in a public space~~ **dog designated as a dangerous dog pursuant to Section 11-3-12(B) of this Code.**

DOG: All members of the family Canidae.

DOMESTIC ANIMAL: A dog, cat, or other animal, the keeping of which is not otherwise prohibited under the terms of this Article 3, that has been raised or maintained in confinement or otherwise domesticated so as to live in a tame condition.

~~ENCLOSURE: A fence or structure of at least six feet in height, forming or causing an enclosure suitable to~~ **A structure erected in conformance with the Village’s building regulations that:**

- 1. Is designed to confine and prevent the escape of a dangerous dog or vicious dog and** prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner, such as tethering of the vicious dog within the enclosure. Such enclosure shall be securely fenced and locked **children or other animals;**
- 2. Locks securely,** and designed with **includes** a secure sides, top and bottom, and shall be designed to prevent the animal from escaping from;
- 3. Has sides that embed into the ground at a depth of at least one foot and attach to the bottom of** the enclosure **so that the animal confined within cannot escape by digging under the sides of the enclosure;**
- 4. Is adequately lighted and kept in a clean and sanitary condition;**

5. Is labeled with a predominantly displayed warning sign at each entrance that indicates that a dangerous or vicious animal is confined within; and

6. If the enclosure is a room within a residence, the ~~door~~ doors to the room must be locked lock securely.

FOUND TO BE A VICIOUS DOG:

~~1. Except as to pit bull terriers, which are considered herein to be per se vicious dogs, the CSO or an LEO has conducted an investigation in accordance with the Illinois Animal Control Act, 510 ILCS 5/1 et seq., and made a finding in writing that the dog is a "vicious dog," as defined in this Section 11-3-12(A), and based on that finding, the CSO or LEO has declared in writing that the dog is a vicious dog; and~~

~~2. A judge of the Circuit Court of Cook County has found the dog to be a "vicious dog," as defined in this Section 11-3-12(A), and has entered an order based on that finding.~~

~~HAS BEEN BITTEN: Has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced, and further includes contact of saliva with any break or abrasion of the skin.~~

HEARING OFFICER: the individual(s) appointed as a hearing officer in the Village's administrative hearing system pursuant to this Code.

IMPOUNDED: Taken into the custody of the public animal control facility by a CSO or LEO.

LEASH: A cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control.

LEO: Law enforcement officer of the Village.

MICROCHIP: an identifying device consisting of a microchip or similar device that is humanely and permanently installed in or injected under the skin of an animal by a licensed veterinarian and is designed so that it provides, when scanned by an electronic reader, readable information as determined by the Chief of Police to allow, at a minimum, for the identification of the animal and the name, address, and telephone number of the owner.

OWNER: Any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his or her care, or acts as its custodian.

PERSON: any person, firm, partnership, trustee, association, or corporation.

PHYSICAL INJURY: The impairment of physical condition.

PIT BULL TERRIER: Any American pit bull terrier or Staffordshire bull terrier or American Staffordshire terrier breed of dog, or any mix breed of dog which contains as an element of its breeding the breed of American pit bull terrier or Staffordshire bull terrier or American Staffordshire terrier as to be identifiable as partially of the breed of American pit bull terrier

~~SERIOUS PHYSICAL INJURY: A physical injury that creates a substantial risk of death or that causes death, serious or protracted disfigurement, protracted impairment of health, impairment of the function of any bodily organ, or plastic surgery.~~

POLICE DOG: any dog owned or used by the police department in the course of its work.

RUNNING AT LARGE: a dog that is off the premises of its owner and not under the control of the owner (or a person acting for the owner) by means of a leash that is capable of physically restraining the movement of such dog.

SEVERE PHYSICAL INJURY: any physical injury that results in any of the following injuries: (1) broken bones; (2) muscle, ligament, or tendon tears; (3) skin lacerations, puncture wounds, or other injuries that require sutures or surgery, or (4) the transmission of an infectious or contagious disease.

SERVICE DOG: any guide dog, signal dog, or other dog trained to do work or perform tasks for the benefit of an individual with a disability, including, without limitation, guiding individuals with impaired vision, alerting individuals with impaired hearing to sounds, and pulling a wheelchair or fetching dropped items for individuals with mobility impairments.

VICIOUS DOG: a dog designated as a vicious dog pursuant to Section 11-3-12(C) of this Code. Any individual dog:

- ~~(1) That, when unprovoked, inflicts bites or attacks a human being or other domestic animal either on public or private property;~~
- ~~(2) With a known propensity, tendency or disposition to attack without provocation, to cause serious physical injury or to otherwise endanger the safety of a human being;~~
- ~~(3) That has as a trait or characteristic and a generally known reputation for viciousness, dangerousness or unprovoked attacks upon human beings, unless handled in a particular manner or with special equipment;~~
- ~~(4) Owned or harbored primarily or in part for the purpose of dogfighting or any dog trained for dogfighting, or any pit bull terrier, which, for purposes of this Section 11-3-12, is deemed a per se vicious dog; and/or~~

~~(5) Which has been found to be a dangerous dog on at least one prior occasion.~~

~~(B) Exceptions. No dog shall be deemed vicious if it bites, attacks or menaces a trespasser on the property of its owner, or harms or menaces any person who has tormented or abused such dog or is a professionally trained dog for law enforcement or guard duties and attacks or causes injury to a person while the dog is performing its duties as trained.~~ **Dangerous Dogs.**

(1) Dangerous Behavior. It shall be unlawful for an Owner to allow a dog to behave in a dangerous manner. For purposes of this Section, a dog behaves in a dangerous manner when the dog:

(a) unprovoked, bites or injures a Person or a Domestic Animal on public or private property;

(b) unprovoked, chases or approaches a Person or a Domestic Animal upon the streets, sidewalks, or any public or private property in a menacing fashion or apparent attitude of attack; or

(c) otherwise behaves in a manner that a reasonable person would believe poses a serious, unjustified, and imminent threat of physical injury or death to a Person or a Domestic Animal.

However, a dog shall not be considered to behave in a dangerous manner when the behavior occurred because:

(i) the threatened or injured person was committing or attempting to commit a violent crime against the Owner or custodian of the dog or member of its household;

(ii) the threatened or injured person was committing or attempting to commit a crime against the property of the Owner or custodian of the dog, including without limitation burglary, arson, or criminal trespass;

(iii) the threatened or injured person was tormenting, abusing, assaulting, or physically threatening the dog or its offspring;

(iv) the threatened or injured Domestic Animal was attacking or threatening to attack the dog or its offspring;

(v) the dog was responding to inflicted pain or injury;

(vi) the dog was protecting itself or its offspring;

(vii) the dog is a Service Dog or a Police Dog and was performing its duties as expected; or

(viii) the threatened or injured Domestic Animal was Running at Large.

(2) Designation of Dangerous Dogs. A dog shall be designated as a Dangerous Dog when the Hearing Officer or a court, at the request of the police department, has conducted an evidentiary hearing, heard and considered evidence pertaining to the temperament of the dog, and has entered an order determining that the dog has behaved in the manner described in Section 11-3-12(B)(1), and designating the dog as a Dangerous Dog. The Hearing Officer or the court may consider the testimony of a certified applied behaviorist, a board-certified veterinary behaviorist, and other experts in evaluating the dog's behavior and making this determination. The Hearing Officer or the court, upon designating a dog as a Dangerous Dog, shall enter a written order requiring that, in addition to the payment of the penalties provided under Section 11-3-21 of this Code, the Owner shall comply with each and all of the restrictions set forth in this Section 11-3-12(B). The Hearing Officer or court may further order that the Dangerous Dog be altered within 14 days, at the Owner's expense.

(3) Restrictions on Dangerous Dogs. It shall be unlawful to harbor or keep a Dangerous Dog within the Village except in compliance with each and all of the following restrictions all at Owner's expense:

(a) Confinement.

(i) A Dangerous Dog on private premises must be kept indoors, or when outdoors must be confined either within an Enclosure or a fully-fenced yard enclosed on all sides by fencing that: (A) is at least six feet in height; (B) locks securely; (C) has secure sides that prevent the dog from extending any portion of its body through any part of the fence; and (D) is anchored to the ground so that the dog cannot escape by digging under the fence.

- (ii) A Dangerous Dog on public premises must be directly controlled and supervised by an adult of least 18 years of age. Such control and supervision shall require, at a minimum, that the dog be: (A) restrained on a non-retractable leash no longer than six feet; and (B) securely muzzled in a manner that will prevent it from biting any person or animal, but that will not injure the dog or interfere with its vision or respiration.
- (b) Required Signage. The Owner of any dog found to be a Dangerous Dog must display in a prominent place on the premises where the dangerous dog is kept, and at each entrance to any outdoor enclosure where the dog is kept, clearly visible signage stating that a dangerous dog is kept on the premises, in the form and with such content as is approved by the chief of police.
- (c) Evaluation and Training. The Owner of a Dangerous Dog must cause to be completed, no later than 180 days after the designation of the dog as a dangerous dog, both: (i) an evaluation of the dangerous dog by a certified applied behaviorist, a board-certified veterinary behaviorist, or another recognized expert in the field of dog behavior, and (ii) obedience training or other training or treatment of the Dangerous Dog as deemed appropriate by the behaviorist or expert.
- (d) Microchipping. A Dangerous Dog must be microchipped at the Owner's expense, if not already microchipped, within 14 days after the designation of the dog as a Dangerous Dog.
- (e) Insurance Coverage. Within 14 days after the designation of a dog as a Dangerous Dog, the owner of the Dangerous Dog must obtain and maintain, and provide the Village with satisfactory evidence of, liability insurance coverage, in the amount of at least \$100,000, which coverage includes without limitation coverage for animal bites. In lieu of liability insurance, the owner of a Dangerous Dog may obtain a surety bond in the value of at least \$100,000.
- (f) Notice of Designation. No owner shall sell, transfer, or otherwise, place a Dangerous Dog in the permanent possession of any other person, including without limitation any animal shelter, without first notifying

that person that the dog has been designated a Dangerous Dog and notifying the jurisdiction to which the dog will be transferred of the dog's designation as a Dangerous Dog pursuant to this Section 11-3-12.

(4) Dogs Designated as Dangerous in Other Jurisdictions. Any person desiring to bring a dog to live in the Village that has been previously declared within another jurisdiction to have behaved in a dangerous manner or a similar manner, or has been designated within another jurisdiction as a Dangerous Dog or any similar designation, must notify the police department prior to moving the dog into the Village of such declaration or designation. Upon moving the dog into the Village, the dog will be considered a Dangerous Dog pursuant to this section, and the owner must comply at all times with each and every requirement and restriction established in this Section 11-3-12 pertaining to Dangerous Dogs.

(5) Failure to Comply. It shall be unlawful for any person to keep or maintain a Dangerous Dog within the corporate limits of the Village unless the dog is kept and maintained in compliance with this Section 11-3-12 and with the order entered by the Hearing Officer or the court. Upon finding that a Dangerous Dog has not been so kept or maintained, the Hearing Officer or court may, in addition to requiring the payment of the penalties provided in Section 11-3-21 of this Code, order that the Dangerous Dog be altered within 14 days at the owner's expense, or order that the Dangerous Dog be permanently removed from the corporate limits of the Village within 14 days, with the owner of the Dangerous Dog being responsible for all fees and costs incurred by the Village in caring for the Dangerous Dog prior to its removal from the corporate limits.

(C) Enclosure required. It shall be unlawful for any person to keep or maintain any dog which has been found to be a vicious dog unless such dog is at all times kept in an enclosure. The only times that a vicious dog may be allowed out of the enclosure are if it is necessary for the owner to obtain veterinary care for the dog or to comply with the order of a court of competent jurisdiction, provided that the dog is securely muzzled and restrained with a chain having a tensile strength of 300 pounds and not exceeding three feet in length, and shall be under the direct control and supervision of the owner of such dog. Vicious Dogs.

(1) Vicious Behavior. It shall be unlawful for an Owner to allow a dog to behave in a vicious manner. For purposes of this Section 11-3-12(C)(1), a dog behaves in a vicious manner when it, without provocation, attacks a Person or Domestic Animal and causes severe physical injury or death. However, a dog

shall not be considered to behave in a vicious manner if the behavior occurred because:

- (a) the attacked or injured person was committing or attempting to commit a violent crime against the Owner or custodian of the dog or member of its household;
- (b) the attacked or injured person was committing or attempting to commit a crime against the property of the Owner or custodian of the dog, including without limitation burglary, arson, or criminal trespass;
- (c) the attacked or injured person was tormenting, abusing, assaulting, or physically threatening the dog or its offspring;
- (d) the attacked or injured Domestic Animal was attacking or threatening to attack the dog or its offspring;
- (e) the dog was responding to inflicted pain or injury;
- (f) the dog was protecting itself or its offspring;
- (g) the dog is a Service Dog or a Police Dog and was performing its duties as expected, or
- (h) the attacked or injured Domestic Animal was Running at Large.

(2) Designation of Vicious Dogs. Except for pit bull terriers, which are designated as Vicious Dogs per se, a dog shall be designated as a Vicious Dog when the Hearing Officer or the court, at the request of the Police Department, has conducted an evidentiary hearing, heard and considered evidence pertaining to the temperament of the dog, and has entered an order determining that the dog has behaved in the manner described in this Section and designating the dog as a Vicious Dog. A dog previously designated as a Dangerous Dog pursuant to Section 11-3-12(B) of this Code that is found by the Hearing Officer or the court to have behaved in a dangerous manner for a second time may be designated as a Vicious Dog by the Hearing Officer or the court without evidence that the dog has behaved in a vicious manner. In determining whether to designate a dog as a Vicious Dog, the Hearing Officer or the court may consider the testimony of a certified applied behaviorist, a board-certified veterinary behaviorist, and other experts in evaluating the dog's behavior and making this determination. The Hearing Officer or the court, upon

designating a dog as a Vicious Dog, shall enter a written order requiring that, in addition to the payment of the penalties provided under Section 11-3-21 of this Code. The Owner shall comply with each and all of the restrictions set forth in this Section 11-3-12(C).

(3) Restriction of Vicious Dogs. It shall be unlawful to harbor or keep a Vicious Dog within the Village except upon compliance with each and all of the following restrictions, all at the expense of the Owner:

(a) Confinement. The Vicious Dog must be confined as follows:

(i) A Vicious Dog on private premises must be kept indoors or within an Enclosure at all times.

(ii) A Vicious Dog shall only be allowed outdoors and outside of an Enclosure if:

(A) The dog is securely muzzled in a manner that will prevent it from biting any person or animal, but that will not injure the dog or interfere with its vision or respiration;

(B) is restrained on a non-retractable Leash no longer than six feet;

(C) is under the direct control and supervision of the Owner or other adult at least 18 years of age at all times; and

(D) the release is:

(1) necessary for veterinary care for the dog;

(2) pursuant to a sale or other change of Ownership that results in the removal of the Vicious Dog from the corporate limits of the Village;

(3) pursuant to the immediate transfer of the Vicious Dog to another Enclosure; or

- (4) necessary for compliance with an order of the Hearing Officer or the court.
- (b) Required Signage. The Owner of any dog found to be a Vicious Dog must display in a prominent place on the premises where the Vicious Dog is confined, and at each entrance to any outdoor Enclosure where the dog is kept, clearly visible signage stating that a Vicious Dog is kept on the premises, in the form and with such content as is approved by the Chief of Police.
- (c) Evaluation and Training. The Owner of a Vicious Dog must cause to be completed, no later than 180 days after the designation of the dog as a Vicious Dog, both: (a) an evaluation of the Vicious Dog by a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert in the field, and (b) obedience training or other training or treatment of the Vicious Dog as deemed appropriate by the behaviorist or expert.
- (d) Altering and Microchipping. A Vicious Dog must be Altered and Microchipped at the Owner's expense, if not already Altered and Microchipped, within 14 days after the designation of the dog as a Vicious Dog.
- (e) Insurance Coverage. Within 14 days after the designation of a dog as a Vicious Dog, the Owner of the Vicious Dog must obtain and maintain, and provide the Village with satisfactory evidence of, liability insurance coverage, in the amount of at least \$150,000, which coverage includes without limitation coverage for animal bites. In lieu of liability insurance, the Owner of a Vicious Dog may obtain a surety bond in the value of at least \$150,000.
- (f) Notice of Designation. No Owner shall sell, transfer, or otherwise place a Vicious Dog in the permanent possession of any other person, including without limitation any animal shelter, without first notifying that person that the dog has been designated a Vicious Dog pursuant to this Chapter and notifying the jurisdiction to which the dog will be transferred of the dog's designation as a Vicious Dog pursuant to this Chapter.

(4) Dogs Designated as Vicious in Other Jurisdictions. Any person desiring to bring a dog to live in the Village that has been previously declared within another jurisdiction to have behaved in a vicious manner or a similar manner, or has been designated within another jurisdiction as a Vicious Dog or any similar designation, must notify the Police Department prior to moving the dog into the Village of such declaration or designation. Upon moving the dog into the Village, the dog will be considered as a Vicious Dog pursuant to this Chapter, and the Owner must comply at all times with each and every requirement and restriction established in this Chapter pertaining to Vicious Dogs, including without limitation the restrictions set forth in this Section.

(5) Failure to Comply. It shall be unlawful for any person to keep or maintain a Vicious Dog within the corporate limits of the Village unless the dog is kept and maintained in compliance with this Chapter and with the order entered by the Hearing Officer or the court. Upon finding that a Vicious Dog has not been so kept or maintained, the Hearing Officer or court may, in addition to requiring the payment of the penalties provided in Section 11-3-21 of this Code, order:

(a) that the Vicious Dog be permanently removed from the corporate limits of the Village within 14 days, with the Owner of the Vicious Dog being responsible for all fees and costs incurred by the Village in caring for the Vicious Dog prior to its removal from the corporate limits; or

(b) that the Vicious Dog be humanely destroyed, except that the Hearing Officer or the court shall not order the humane destruction of the Vicious Dog if the Owner of the Vicious Dog provides the Hearing Officer or the court with written proof that:

(i) the Vicious Dog will be placed in an animal shelter outside of the Village that has been notified of the dog's designation as a Vicious Dog under this Section 11-3-12(C) and has consented to the shelter and care of the Vicious Dog;

(ii) the animal shelter will accept the Vicious Dog and the Owner is willing to pay all expenses for transporting the Vicious Dog to the animal shelter; and

(iii) the Owner has informed the animal control authority in the jurisdiction to which the animal is being relocated of the dog's designation as a Vicious Dog under this Section 11-3-12(C) and the animal control authority, if required by law, has consented to the relocation.

If the Hearing Officer or the court orders the permanent removal of the Vicious Dog pursuant to this Section, the Owner must, within 14 days of the order to remove the dog from the corporate limits of the Village, provide written evidence to the Village that the Owner has informed the person(s) to whom the dog has been relocated of the dog's designation as a Vicious Dog under this Section 11-3-12(C) and that those person(s) have consented to the shelter and care of the dog, and has informed the animal control authority in the jurisdiction to which the animal is being relocated of the dog's designation as a Vicious Dog under this Section 11-3-12(C) and the animal control authority has consented to the relocation.

(6) Public Nuisance. Any Vicious Dog that is not confined in accordance with this Section 11-3-12(C) is declared hereby to be a public nuisance and shall be impounded by any law enforcement authority having jurisdiction and permanently removed from the corporate limits of the Village.

~~(D) Impoundment and destruction of vicious dogs. Any dog which has been found to be a vicious dog that has been directed to be contained in an enclosure rather than being destroyed, which is not confined to an enclosure, shall be impounded by the CSO or LEO and shall be turned over to a licensed veterinarian for destruction by lethal injection, subject to the provisions of Section 11-3-12(D)(1) of this Code:~~

~~(1) If the owner, after being given written notice of the impoundment order, has not appealed the impoundment order to the Circuit Court of Cook County within seven days from the date of impoundment, the dog may be humanely destroyed by lethal injection administered by a licensed veterinarian.~~

~~(2) A dog found to be a vicious dog that is not destroyed shall not be released to the owner until the CSO or LEO approves an enclosure for the dog.~~

~~(E) Nuisance. It is unlawful for any person to maintain a public nuisance by permitting any vicious dog or dangerous dog to leave the premises of its owner when not under control by a leash or other recognized control methods as may be otherwise provided under this Section 11-3-12.~~

- ~~(F) Exempt dogs. This Section 11-3-12 shall not apply to sentry, guard or police owned dogs that attack or injure a person while performing duties as trained; provided, however, that no dog that is not owned by a unit of government shall be exempt from this Section 11-3-12 unless the owner of such dog has registered the dog with the Village Police Department by providing: (1) the address of the premises at which such exempt dog is housed and/or maintained; and (2) proof that the dog has been inoculated against rabies in accordance with Section 8 of the Illinois Animal Control Act, 510 ILCS 5/8. The Police Department shall provide the Fire Department with a categorized list of all dogs registered pursuant to this Section 11-3-12(F), and shall promptly notify the Fire Department of any reported changes.~~
- ~~(G) Insurance. Any owner of a vicious dog must obtain public liability insurance in the amount of \$50,000.~~
- ~~(H) Implant of identification microchip. Any owner of a vicious dog must have the dog implanted with a microchip identifying the name of its owner, its owner's address and telephone number, and a statement that the dog is vicious.~~
- ~~(I) Neutering or spaying of vicious dogs. Any owner of a vicious dog must have the dog neutered or spayed, as the case may be.~~
- ~~(J) Signs to be posted. Any owner of a vicious dog must display and post in a prominent place on each entry and exit to the property in which the vicious dog is housed, and on the enclosure for the vicious dog, a clearly visible sign with letters not less than two inches in height that states: "WARNING CAUTION VIOIOUS DOG ON PREMISES."~~

SECTION 4. ANIMAL NUISANCES. Section 11-3-14 of the Village Code is hereby amended further to read as follows:

“11-3-14 NUISANCES.

It is hereby prohibited and it shall be deemed to be a public nuisance for any person to cause or permit any dog, or cat, owned or kept by him or her to do the following:

- (A) To be at large, as provided in this Article 3.
- (B) To suffer or permit such dog or cat to disturb the peace and quiet of the neighborhood by barking, making other loud or unusual noises, or by running through or across cultivated gardens or fields.
- (C) To defecate or urinate upon any public place, or upon any premises not owned or controlled by the person owning or keeping the dog or cat; provided, however, that this Section 11-3-14(C) shall not apply if any such

defecation is completely and promptly removed by the owner or keeper of said dog or cat.

- (D) To use property under such person's ownership or control in a manner to allow defecation to accumulate so as to constitute a nuisance in fact.
- (E) To go or be upon any school premises, public swimming pool or public park or playground within the Village or upon a path or sidewalk extending through or within any school premises, public park or playground within the Village, even though on a leash, except as otherwise expressly authorized by this Code.
- (F) To bring or cause to be brought into any shop, store, or retail place of business wherein the public is invited to do business with the management thereof, during such hours as the public is invited, or to bring or cause to be brought into any public building at any time, any dog or cat unless said dog or cat is under control and is brought for the purposes of conducting business or inquiry wherein the physical presence of the dog or cat is required.
- (G)** The provisions of Sections 11-3-14(E) and (F) of this Code shall not apply to ~~blind persons led by guide dogs~~ **Service Dogs**.”

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, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2015.

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

ATTESTED and FILED in my office the
____ day of _____, 20__.

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

#37457827_v3



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., DECEMBER 15, 2015**

AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – December 1, 2015

V. Warrant Approval

VI. Village President's Report

VII. Consent Agenda (If any one wishes to speak to any matter on the Consent Agenda, a Speaker's Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)

1. Approval of a Resolution Regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board (Appears on the Consent Agenda Because it is a Routine Function of Government)
2. Approval of a Resolution Appropriating Funds for the Congestion Mitigation Air Quality Grant Local Match for the Construction of the Commonwealth Edison Multi-Use Trail Project (Appears on the Consent Agenda Because it is a Routine Function of Government)
3. Approval of an Amendment to Section 9 of the Village Code Regulating the Sale of Animals (Appears on the Consent Agenda Because it was Discussed at a Previous Committee of the Whole)

VIII. Regular Business

4. Consideration of a Recommendation by the Economic Development Commission to Approve a Resolution Granting Consent to a Class 7c Classification for Property Located at 4655 Chase Avenue
5. Consideration of an Ordinance Amending Chapter 14 of the Municipal Code Regarding the Village's Building Regulations
6. Consideration of the Approval of the Purchase and Sales Agreement for the Purchase of the Union Pacific Railroad Property

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 Land Acquisition and Potential Litigation

XV. Adjournment

DATE POSTED: December 11, 2015

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

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
DECEMBER 1, 2015**

[Draft](#)

Call to Order

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:36 P.M., Tuesday, December 1, 2015, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

On roll call by Deputy Village Clerk Douglas Petroschius the following were:

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

ABSENT: None.

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Timothy Clarke, Community Development Director; Amanda Pazdan, Management Analyst; Robert LaMantia, Police Chief; Charles Greenstein, Village Treasurer; Aaron Cook, Community Development Manager; Donald Gelfund, Chair, Traffic Commission; Robert Merkel, Finance Director; Kathryn Gamroth, Superintendent of Recreation; Joseph Mangan, Staff Accountant.

Approval of Minutes

The minutes of the November 17, 2015 Village Board Meeting were distributed and examined in advance. Trustee Patel moved to approve the minutes. The motion was seconded by Trustee Klatzco. The motion passed by voice vote, 5-0-1, with Trustee Elster abstaining.

Warrant Approval

Trustee Klatzco made a motion to approve warrants in the amount of \$1,003,658.83. The motion was seconded by Trustee Patel.

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

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

NAYS: None

The motion passed. The warrants were approved.

Village President's Report

1. Proclamation Regarding Toys for Tots Month

President Turry read aloud the Proclamation and thanked John and Dee Barbino for their volunteer assistance in the annual Toys for Tots program. Mr. Barbino accepted the Proclamation.

2. Retirement of Officer Timothy Schaefer

Police Officer Timothy Schaefer was recognized by Chief LaMantia for his 30 years of service to the Village. A long-time friend of Officer Schaefer, State Representative Robert Martwick, recognized Officer Schaefer with a Resolution from the State Assembly.

Consent Agenda

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

1. Approval of a Resolution Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County (SWANCC)

2. Approval of a Resolution Authorizing an Intergovernmental Agreement Relating to its Continued Membership in the O'Hare Noise Compatibility Commission

Trustee Cope requested that item number two be removed from the Consent Agenda and be added to Regular Business. President Turry announced that it would be removed from the Consent Agenda and added as item number seven on the Regular Business Agenda.

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

Upon Roll Call the Results were:

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

NAYS: None

The motion passed by voice vote. The Consent Agenda was approved.

Regular Business

3. Consideration of a Recommendation by the Plan Commission in Case #PC-15-15 to Adopt an Ordinance Granting Special Use Approval and Certain Variations for the Operation of a Packaged Goods Liquor Store at 7175 North Lincoln Avenue

This item was presented by Mr. Clarke using PowerPoint. Mr. Binstein of Binny's Beverage Depot is proposing to renovate approximately 31,000-square feet of space at 7175 Lincoln Avenue in space previously occupied by Lincolnwood Produce, New Century Bank, and the Vineyards of Lincolnwood. To proceed, Binny's requires special use approval for a packaged goods liquor store (separately, a liquor license is also required). In addition, sign variations are also requested for an additional monument sign as well as sign variations related to two new wall signs. Other than the proposed signs, no additional exterior work is proposed. Mr. Clarke provided additional background on the subject property and the request. A special use permit and five variations are being requested. Additional conditions are requested by the Plan Commission. Discussion ensued regarding the additional signage being requested and the need for such signage. Mr. Clarke stated that the petitioner feels that there is not adequate signage on Touhy Avenue. Trustee Patel inquired about landscaping improvements. Mr. Cook indicated that landscaping is governed by other Ordinances pertaining to the entire site and not just one use.

Trustee Cope moved to approve the Ordinance. The motion was seconded by Trustee Spino.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed. The Ordinance was approved.

Mr. Elrod reminded the Village Board and the petitioner that a liquor license is still required to operate the proposed business. President Turry welcomed Binny's to the Village.

4. Consideration of a Recommendation by the Plan Commission in Case #PC-14-15 to Adopt an Ordinance Approving of an Amendment to the Town Center Planned Unit Development (PUD) to Allow the Operation of a Brewery and Tap Room at 7005 Central Park Avenue

Begyle Brewing Company, currently located at 1800 West Cuyler Avenue in Chicago, is proposing to open a second location at 7005 Central Park Avenue which is within the Lincolnwood Town Center PUD. To do this, they require an amendment to the Town Center PUD to allow for this use. Separately, this use will also require a Village liquor license. Begyle's proposed location in the PUD is within the existing multi-tenant building often referred to as the Town Center Warehouse building. Previous to this building housing multiple tenants, it served as the Grossinger Service Center. Within this building, Begyle proposes to occupy approximately 24,000-square feet of existing space located near the southwest corner of the building (near where Central Park crosses the former Union Pacific Railroad line). Within this space, Begyle proposes to manufacture beer and operate a brewery, including a tap room where beer they produce would be served along with retail packaged sales of their product. As part of their tap room plan, Begyle proposes an outdoor patio and seating area. The tap room would have a maximum of 107 indoor seats with 64 seats designated on the outdoor patio. Discussion ensued concerning the ring road prohibition request by the Lincolnwood Town Center and the use of food trucks. Mr. Clarke indicated that although the Town Center made the request for the access prohibition no condition is being recommended by the Plan Commission. Further, the petitioner, Daniel Kohanchi of Begyle Brewing, responded to the concern over food trucks indicating that this is not something that is provided by Begyle but is a common occurrence during special events in other Begyle locations. Discussion ensued pertaining to the possibility of special events and their occurrences. Mr. Elrod indicated that special events would not be addressed by this Ordinance and instead by a staff licensing procedure. Mr. Elrod also stated that, if approved, Begyle Brewing will not only have to apply for a liquor license but will also need to seek a Village Code Text Amendment in the section pertaining to liquor licenses as there is no license category for the brewery/tap room use being requested by Begyle.

Trustee Patel moved to approve the Ordinance. The motion was seconded by Trustee Bass.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed. The Ordinance was approved.

5. Consideration of an Ordinance Levying Property Taxes in the Amount of \$5,431,733 for All Corporate Purposes for the Village of Lincolnwood, Cook County, Illinois for the Real Estate Tax Year 2015, Payable to the Village in the Calendar Year 2016

This item was presented by Mr. Merkel. Each year the Village Board is asked to adopt a Tax Levy Ordinance. This tax levy must be adopted at this meeting in order for the levy to be filed with the County Clerk before December 29, 2015, the last Tuesday in December, 2015. Per current Village financial policy, the tax levy increase is limited to the maximum allowed under the State Statute in regards to tax capped communities and was .8% for the 2015 tax levy. This equates to an increase in the 2015 tax levy of \$43,109. At the October 20, 2015 Committee of the Whole meeting, the Village Board agreed by consensus to increase the 2015 tax levy by the maximum allowable increase for tax capped communities.

Trustee Klatzco moved to approve the Ordinance. The motion was seconded by Trustee Spino.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed. The Ordinance was approved.

6. Consideration of an Ordinance to Abate the 2015 Real Estate Taxes levied for the 2011A and 2011B General Obligation Debt Bonds

This item was presented by Mr. Merkel. Each year the Village Board is asked to adopt an Ordinance to abate the real estate taxes levied for the 2011A and 2011B General Obligation Debt Bonds. The Village has pledged "Alternate Revenue (Sales Tax)" for the purpose of servicing the principal and interest debt payments of the bond issues. \$790,800 of principal and interest payments due on the bond issues during the fiscal year May 1, 2016 through April 30, 2017 are abated from the 2015 real estate tax levy.

Trustee Patel moved to approve the Ordinance. The motion was seconded by Trustee Cope.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed. The Ordinance was approved.

7. Consideration of a Resolution Authorizing an Intergovernmental Agreement Relating to its Continued Membership in the O'Hare Noise Compatibility Commission

Trustee Cope expressed concern regarding changes to airplane traffic patterns at O'Hare causing an increase of noise in the Village and having an adverse impact on property values.

Trustee Cope moved to approve the Ordinance. The motion was seconded by Trustee Klatzco.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed. The Ordinance was approved.

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

Trustee Patel reminded the Village Board and the public that there is a Plan Commission meeting next evening in the Council Chambers.

Public Forum

Buzz Alpert expressed concerns about Administrative Hearing procedures and requested that the Village expunge a Police Report and other documents pertaining to a recent hearing he participated in. Mr. Wiberg informed the Village Board that he would research the matter and that staff would respond to Mr. Alpert with his findings.

Closed Session

At 9:03 P.M., Trustee Patel made a motion to adjourn to Closed Session for the purposes of discussing a purchase or lease of real property and discussion and approval of Closed Session meeting minutes. Trustee Klatzco seconded the motion.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed. The Regular Meeting was adjourned to Closed Session.

Adjournment

At 9:25 P.M., Trustee Patel moved to adjourn the Village Board Meeting. The motion was seconded by Trustee Cope.

The motion passed by voice vote, 6-0. The meeting was adjourned.

Respectfully Submitted,

Douglas Petroschius
Deputy Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: December 11, 2015

The following are the totals for the List of Bills being presented at the December 15th Village Board meeting.

| | |
|------------|---------------------|
| 12/15/2015 | 7,362.26 |
| 12/15/2015 | 417,027.45 |
| 12/15/2015 | 73,441.01 |
| Total | <hr/> \$ 497,830.72 |

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 12/07/2015 - 2:07PM
Batch: 00200.12.2015



| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|--|--------------|----------|----------|-------------------|
| Account Number | | | | Description |
| AACE | | | | |
| AACE | | | | |
| 120315 | 12/3/2015 | 100.00 | 0.00 | 12/15/2015 |
| 101-240-517-5570 Professional associations | | | | Annual Membership |
| | | <hr/> | | |
| 120315 Total: | | 100.00 | | |
| | | <hr/> | | |
| AACE Total: | | 100.00 | | |
| | | <hr/> | | |
| AT&T | | | | |
| AT&T | | | | |
| 773R07163611 | 10/28/2015 | 77.49 | 0.00 | 12/15/2015 |
| 215-000-512-5580 Telephone | | | | E911 Telephone |
| | | <hr/> | | |
| 773R07163611 Total: | | 77.49 | | |
| | | <hr/> | | |
| 847734584011 | 11/7/2015 | 1,204.25 | 0.00 | 12/15/2015 |
| 215-000-512-5580 Telephone | | | | E911 Telephone |
| | | <hr/> | | |
| 847734584011 Total: | | 1,204.25 | | |
| | | <hr/> | | |
| 847734584311 | 11/7/2015 | 349.19 | 0.00 | 12/15/2015 |
| 215-000-512-5580 Telephone | | | | E911 Telephone |
| | | <hr/> | | |
| 847734584311 Total: | | 349.19 | | |
| | | <hr/> | | |
| AT&T Total: | | 1,630.93 | | |

Bell Fuels, Inc.

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|--|----------------------------|----------|----------|--------------|--------------------------------------|
| Account Number | | | | | Description |
| BELLFUEL | | | | | |
| 234004 | 11/17/2015 | 422.06 | 0.00 | 12/15/2015 | |
| 101-350-512-5670 Fuel | | | | | Fuel for Village generator |
| | 234004 Total: | 422.06 | | | |
| | Bell Fuels, Inc. Total: | 422.06 | | | |
| Bound Tree Medical, LLC | | | | | |
| BOUND | | | | | |
| 81979356 | 11/24/2015 | 320.06 | 0.00 | 12/15/2015 | |
| 101-350-512-5660 EMS supplies | | | | | Glucose test strips, gloves |
| | 81979356 Total: | 320.06 | | | |
| | Bound Tree Medical, LLC | 320.06 | | | |
| Buck Brothers, Inc. | | | | | |
| BUCK | | | | | |
| 50463 | 11/6/2015 | 387.93 | 0.00 | 12/15/2015 | |
| 205-430-515-5480 R&M - vehicles | | | | | Hydraulic cylinder for Tractor #1 |
| | 50463 Total: | 387.93 | | | |
| | Buck Brothers, Inc. Total: | 387.93 | | | |
| Clark Baird Smith, LLP | | | | | |
| CLARKBAI | | | | | |
| 6614 | 11/30/2015 | 1,127.50 | 0.00 | 12/15/2015 | |
| 101-230-511-5399 Other professional services | | | | | Legal services for personnel matters |
| | 6614 Total: | 1,127.50 | | | |
| | Clark Baird Smith, LLP To | 1,127.50 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|--|-----------------------------|--------|----------|--------------|---|
| Eterno Attorney at Law, David | | | | | |
| ETERNO | | | | | |
| 11661 | 12/3/2015 | 787.50 | 0.00 | 12/15/2015 | |
| 101-230-511-5399 | Other professional services | | | | Adjudication Hearing Officer - November |
| 11661 Total: | | 787.50 | | | |
| Eterno Attorney at Law, D | | 787.50 | | | |
| Greenspan, David | | | | | |
| GREENSPA | | | | | |
| 15-11401 | 11/19/2015 | 45.00 | 0.00 | 12/15/2015 | |
| 101-400-511-5210 | Animal control | | | | Animal control services - 50/50 reimbursement |
| 15-11401 Total: | | 45.00 | | | |
| Greenspan, David Total: | | 45.00 | | | |
| Illinois Association of Code Enforcement | | | | | |
| ILLINO | | | | | |
| 120315 | 12/3/2015 | 50.00 | 0.00 | 12/15/2015 | |
| 101-240-517-5570 | Professional associations | | | | 2016 Membership |
| 120315 Total: | | 50.00 | | | |
| Illinois Association of Cod | | 50.00 | | | |
| Lowe's Business Acc/GECE | | | | | |
| LOWES | | | | | |
| 2142 | 11/6/2015 | -64.56 | 0.00 | 12/15/2015 | |
| 205-504-515-5730 | Program supplies | | | | Return |
| 2142 Total: | | -64.56 | | | |
| 2143 | 11/6/2015 | 545.28 | 0.00 | 12/15/2015 | |
| 205-504-515-5730 | Program supplies | | | | Holiday Lights |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|------------------------------------|---------------------------------------|--------|----------|--------------|------------------------------------|
| Account Number | | | | | |
| | 2143 Total: | 545.28 | | | |
| 2176 | 11/17/2015 | 28.70 | 0.00 | 12/15/2015 | Turkey Trot - Hooks |
| | 205-509-515-5730 Program supplies | | | | |
| | 2176 Total: | 28.70 | | | |
| 2372 | 11/19/2015 | 3.76 | 0.00 | 12/15/2015 | Community Center - Thermostats |
| | 205-571-515-5535 Facility rental | | | | |
| | 2372 Total: | 3.76 | | | |
| 5155 | 11/19/2015 | 42.66 | 0.00 | 12/15/2015 | Turkey Trot - Propane |
| | 205-509-515-5730 Program supplies | | | | |
| | 5155 Total: | 42.66 | | | |
| 5156 | 11/19/2015 | 23.24 | 0.00 | 12/15/2015 | Turkey Trot - String |
| | 205-509-515-5730 Program supplies | | | | |
| | 5156 Total: | 23.24 | | | |
| 8152 | 11/20/2015 | 7.58 | 0.00 | 12/15/2015 | Turkey Trot - Letters |
| | 205-509-515-5730 Program supplies | | | | |
| | 8152 Total: | 7.58 | | | |
| | Lowe's Business Acc/GEC | 586.66 | | | |
| National Government Services, Inc. | | | | | |
| NATLGOV | | | | | |
| 120215 | 12/2/2015 | 361.98 | 0.00 | 12/15/2015 | Reimbursement Medicare overpayment |
| | 101-350-512-4315 Ambulance & EMS fees | | | | |
| | 120215 Total: | 361.98 | | | |
| | National Government Serv | 361.98 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|------------------------------|------------------------------|--------|----------|---------------------------|
| Account Number | | | | Description |
| NFPA | | | | |
| 65677688X | 11/3/2015 | 175.00 | 0.00 | 12/15/2015 |
| 101-350-512-5570 | Professional associations | | | Annual membership |
| | 65677688X Total: | 175.00 | | |
| | NFPA Total: | 175.00 | | |
| Northwest Building Officials | | | | |
| NORTHW | | | | |
| 120115 | 12/1/2015 | 50.00 | 0.00 | 12/15/2015 |
| 101-240-517-5570 | Professional associations | | | Annual Membership |
| | 120115 Total: | 50.00 | | |
| | Northwest Building Officia | 50.00 | | |
| Prairie Material Sales Inc | | | | |
| PRAIRIEM | | | | |
| 886454703 | 10/31/2015 | 635.00 | 0.00 | 12/15/2015 |
| 660-620-519-5769 | Street materials - Other | | | 3 Cubic yards of concrete |
| | 886454703 Total: | 635.00 | | |
| | Prairie Material Sales Inc T | 635.00 | | |
| Rainbow Farm | | | | |
| RAINBOWF | | | | |
| 33395 | 11/23/2015 | 325.00 | 0.00 | 12/15/2015 |
| 217-000-561-6100 | Land acquisition & improveme | | | Disposal of Woodchips |
| | 33395 Total: | 325.00 | | |
| | Rainbow Farm Total: | 325.00 | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|-----------------------|-------------------------|----------|----------|--------------|--------------------------------------|
| Account Number | | | | | Description |
| Sam's Club | | | | | |
| SAMSCL | | | | | |
| 111615 | 11/16/2015 | 138.22 | 0.00 | 12/15/2015 | |
| 205-509-515-5730 | | | | | Program supplies |
| | | | | | TurkeyTrot Drumstick Dash goody bags |
| | 111615 Total: | 138.22 | | | |
| 112415 | 11/24/2015 | 40.22 | 0.00 | 12/15/2015 | |
| 205-504-515-5645 | | | | | Concessions & food |
| | | | | | Holiday Tree Lights - refreshments |
| | 112415 Total: | 40.22 | | | |
| 4353229546 | 11/18/2015 | 86.40 | 0.00 | 12/15/2015 | |
| 205-504-515-5645 | | | | | Concessions & food |
| | | | | | Turkey Trot - bottled water |
| | 4353229546 Total: | 86.40 | | | |
| | Sam's Club Total: | 264.84 | | | |
| WGN Flag & Decoration | | | | | |
| WGNFLAG | | | | | |
| 44319 | 11/19/2015 | 92.80 | 0.00 | 12/15/2015 | |
| 101-420-511-5730 | | | | | Program supplies |
| | | | | | Replacement US Flag for PW |
| | 44319 Total: | 92.80 | | | |
| | WGN Flag & Decoration T | 92.80 | | | |
| | Report Total: | 7,362.26 | | | |

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 12/07/2015 - 3:32PM
Batch: 00201.12.2015



| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|--|----------------------------|--------|----------|--------------|---------------------------|
| Account Number | | | | | Description |
| 303 Taxi | | | | | |
| 303 | | | | | |
| 26941 | 11/9/2015 | 73.00 | 0.00 | 12/15/2015 | |
| 205-570-515-5280 | | | | | Subsidized taxi program |
| | | | | | Taxi Coupons - October |
| | 26941 Total: | 73.00 | | | |
| | 303 Taxi Total: | 73.00 | | | |
| Active Electrical Supply Co. Inc. & Fox Lighting | | | | | |
| ACTIVELE | | | | | |
| 10470818-00 | 11/13/2015 | 982.03 | 0.00 | 12/15/2015 | |
| 660-620-519-5405 | | | | | R&M - buildings |
| | | | | | LED lights for Pump House |
| | 10470818-00 Total: | 982.03 | | | |
| | Active Electrical Supply C | 982.03 | | | |
| Air One Equipment | | | | | |
| AIRONE | | | | | |
| 108287 | 11/18/2015 | 53.33 | 0.00 | 12/15/2015 | |
| 101-350-512-5430 | | | | | R&M - Fire & EMS equipmen |
| | | | | | SCBA repairs |
| | 108287 Total: | 53.33 | | | |
| | Air One Equipment Total: | 53.33 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|----------------|--------------|--------|----------|--------------|
| Account Number | | | | Description |

| | | | | |
|-------------------------------------|------------|-------|------|----------------|
| Anderson Lock ANDERSON 891464 | 10/23/2015 | 59.20 | 0.00 | 12/15/2015 |
| 205-430-515-5730 Program supplies | | | | Keys for Parks |

| | | | | |
|---------------|--|-------|--|--|
| 891464 Total: | | 59.20 | | |
|---------------|--|-------|--|--|

| | | | | |
|----------------------|--|-------|--|--|
| Anderson Lock Total: | | 59.20 | | |
|----------------------|--|-------|--|--|

| | | | | |
|-------------------------------------|------------|----------|------|------------|
| Avalon Petroleum AVALON 16445 | 11/16/2015 | 417.86 | 0.00 | 12/15/2015 |
| 101-350-512-5670 Fuel | | | | Fuel usage |
| 16445 | 11/16/2015 | 1,071.10 | 0.00 | 12/15/2015 |
| 101-440-513-5670 Fuel | | | | Fuel usage |
| 16445 | 11/16/2015 | 496.48 | 0.00 | 12/15/2015 |
| 205-430-515-5670 Fuel | | | | Fuel usage |
| 16445 | 11/16/2015 | 342.56 | 0.00 | 12/15/2015 |
| 660-620-519-5670 Fuel | | | | Fuel usage |

| | | | | |
|--------------|--|----------|--|--|
| 16445 Total: | | 2,328.00 | | |
|--------------|--|----------|--|--|

| | | | | |
|-----------------------|------------|----------|------|------------|
| 554142 | 11/16/2015 | 126.73 | 0.00 | 12/15/2015 |
| 101-420-511-5670 Fuel | | | | Fuel usage |
| 554142 | 11/16/2015 | 2,003.14 | 0.00 | 12/15/2015 |
| 101-300-512-5670 Fuel | | | | Fuel usage |
| 554142 | 11/16/2015 | 66.29 | 0.00 | 12/15/2015 |
| 101-350-512-5670 Fuel | | | | Fuel usage |
| 554142 | 11/16/2015 | 311.29 | 0.00 | 12/15/2015 |
| 101-440-513-5670 Fuel | | | | Fuel usage |
| 554142 | 11/16/2015 | 316.05 | 0.00 | 12/15/2015 |
| 205-430-515-5670 Fuel | | | | Fuel usage |
| 554142 | 11/16/2015 | 376.50 | 0.00 | 12/15/2015 |
| 660-620-519-5670 Fuel | | | | Fuel usage |

| | | | | |
|---------------|--|----------|--|--|
| 554142 Total: | | 3,200.00 | | |
|---------------|--|----------|--|--|

| | | | | |
|-------------------------|--|----------|--|--|
| Avalon Petroleum Total: | | 5,528.00 | | |
|-------------------------|--|----------|--|--|

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|-------------------------------|-----------------------------|-----------------|----------|--|
| Account Number | | | | Description |
| Best Quality Cleaning, Inc. | | | | |
| BESTQU | | | | |
| 12251 | 11/20/2015 | 416.66 | 0.00 | 12/15/2015 |
| 205-571-515-5240 | | | | Cleaning Service - November |
| 12251 | 11/20/2015 | 2,813.34 | 0.00 | 12/15/2015 |
| 101-420-511-5240 | | | | Cleaning Service - November |
| | 12251 Total: | <u>3,230.00</u> | | |
| | Best Quality Cleaning, Inc. | <u>3,230.00</u> | | |
| Cassidy Tire | | | | |
| CASSIDYT | | | | |
| 4184634 | 11/11/2015 | 55.00 | 0.00 | 12/15/2015 |
| 101-300-512-5480 | | | | R&M - vehicles Alignment for Squad 215 |
| | 4184634 Total: | <u>55.00</u> | | |
| | Cassidy Tire Total: | <u>55.00</u> | | |
| City Welding Sales & Services | | | | |
| CITYWELD | | | | |
| 40170 | 11/19/2015 | 196.06 | 0.00 | 12/15/2015 |
| 101-410-511-5730 | | | | Program supplies Oxygen, face shields for Shop |
| | 40170 Total: | <u>196.06</u> | | |
| | City Welding Sales & Serv | <u>196.06</u> | | |
| Crown Trophy of Skokie | | | | |
| CROWN | | | | |
| 20124 | 11/23/2015 | 172.00 | 0.00 | 12/15/2015 |
| 205-509-515-5615 | | | | Awards Plaques for Trot winners |
| | 20124 Total: | <u>172.00</u> | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|--|--------------|-----------|----------|--------------|--|
| | | 172.00 | | | |
| | | | | | Crown Trophy of Skokie T |
| Douglas Truck Parts DOUGTK | | | | | |
| 95103 | 11/30/2015 | 75.00 | 0.00 | 12/15/2015 | |
| 101-410-511-5730 Program supplies | | | | | Gloves for PW Shop |
| | | 75.00 | | | |
| 95103 Total: | | 75.00 | | | |
| | | 75.00 | | | |
| Douglas Truck Parts Total: | | 75.00 | | | |
| Ehlers EHLERS | | | | | |
| 69138 | 11/17/2015 | 2,800.00 | 0.00 | 12/15/2015 | |
| 101-210-511-5399 Other professional services | | | | | Full continuing disclosure reporting 4/30/15 |
| | | 2,800.00 | | | |
| 69138 Total: | | 2,800.00 | | | |
| | | 2,800.00 | | | |
| Ehlers Total: | | 2,800.00 | | | |
| EJ Equipment EJ EQUIP | | | | | |
| W00218 | 11/13/2015 | 1,750.55 | 0.00 | 12/15/2015 | |
| 660-620-519-5490 R&M - water system equipmen | | | | | Sewer televising camera repair |
| | | 1,750.55 | | | |
| W00218 Total: | | 1,750.55 | | | |
| | | 1,750.55 | | | |
| EJ Equipment Total: | | 1,750.55 | | | |
| Elanar Construction ELANAR | | | | | |
| OBrien Final | 11/24/2015 | 40,000.00 | 0.00 | 12/15/2015 | |
| 205-000-210-2010 Accounts/vouchers payable | | | | | Final payment - O'Brien Park |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|---|--------------|-----------|----------|--------------|-------------------------------------|
| O'Brien Final Total: | | 40,000.00 | | | |
| Elanar Construction Total: | | 40,000.00 | | | |
| Fastenal FASTENAL ILNIL48239 | 11/11/2015 | 29.51 | 0.00 | 12/15/2015 | Blue weld glove for Shop |
| 101-410-511-5730 Program supplies | | | | | |
| ILNIL48239 Total: | | 29.51 | | | |
| Fastenal Total: | | 29.51 | | | |
| Gewalt Hamilton Associates Inc | | | | | |
| GEWALT | | | | | |
| 9232.000-241 | 12/3/2015 | 396.00 | 0.00 | 12/15/2015 | General Consulting - November |
| 101-290-511-5942 PW Building Engineer Costs | | | | | |
| 9232.000-241 Total: | | 396.00 | | | |
| 9232.378-6 | 12/3/2015 | 2,612.00 | 0.00 | 12/15/2015 | Street Lighting Construction Year 4 |
| 213-000-561-5340 Engineering | | | | | |
| 9232.378-6 Total: | | 2,612.00 | | | |
| Gewalt Hamilton Associate | | 3,008.00 | | | |
| Grainger | | | | | |
| GRAINGER | | | | | |
| 9897016326 | 11/18/2015 | 124.92 | 0.00 | 12/15/2015 | Cable ties |
| 205-509-515-5730 Program supplies | | | | | |
| 9897016326 Total: | | 124.92 | | | |
| 9901207325 | 11/23/2015 | 611.79 | 0.00 | 12/15/2015 | Fuses, lightbulbs for PW |
| 101-420-511-5405 R&M - buildings | | | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|----------------------|-----------------------------------|-----------|----------|--------------|------------------------------|
| Account Number | | | | | |
| | 9901207325 Total: | 611.79 | | | |
| | Grainger Total: | 736.71 | | | |
| Holland & Knight LLP | | | | | |
| HOLLAND | | | | | |
| 113015 | 12/3/2015 | 12,389.00 | 0.00 | 12/15/2015 | Retainer - November |
| | 101-230-511-5350 Legal - retainer | | | | |
| | 113015 Total: | 12,389.00 | | | |
| 123015 | 12/3/2015 | 12,389.00 | 0.00 | 12/15/2015 | Retainer - December |
| | 101-230-511-5350 Legal - retainer | | | | |
| | 123015 Total: | 12,389.00 | | | |
| 3270547 | 11/30/2015 | 121.50 | 0.00 | 12/15/2015 | Purple Hotel Development |
| | 101-230-511-5370 Legal - review | | | | |
| | 3270547 Total: | 121.50 | | | |
| 3270550 | 11/30/2015 | 1,715.50 | 0.00 | 12/15/2015 | Centerpoint Properties Trust |
| | 101-230-511-5370 Legal - review | | | | |
| | 3270550 Total: | 1,715.50 | | | |
| 3270551 | 11/30/2015 | 535.50 | 0.00 | 12/15/2015 | 5080 North Shore Zoning |
| | 101-230-511-5370 Legal - review | | | | |
| | 3270551 Total: | 535.50 | | | |
| 3270552 | 11/30/2015 | 81.00 | 0.00 | 12/15/2015 | 3900 Devon |
| | 101-230-511-5370 Legal - review | | | | |
| | 3270552 Total: | 81.00 | | | |
| 3270553 | 11/30/2015 | 4,672.50 | 0.00 | 12/15/2015 | Begyle Brewing Zoning |
| | 101-230-511-5370 Legal - review | | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|------------------------------|--|-----------|----------|--------------|-------------------------------------|
| Account Number | | | | | |
| | 3270553 Total: | 4,672.50 | | | |
| 3270554 | 11/30/2015 | 1,848.00 | 0.00 | 12/15/2015 | Binny's Beverage Depot |
| | 101-230-511-5370 Legal - review | | | | |
| | 3270554 Total: | 1,848.00 | | | |
| 3270556 | 11/30/2015 | 2,543.50 | 0.00 | 12/15/2015 | Legal Bills NEID TIF UP Abandonment |
| | 217-000-517-5399 Other professional services | | | | |
| | 3270556 Total: | 2,543.50 | | | |
| 3270560 | 11/30/2015 | 4,762.00 | 0.00 | 12/15/2015 | 6600 Kilpatrick |
| | 101-230-511-5399 Other professional services | | | | |
| | 3270560 Total: | 4,762.00 | | | |
| 3270564 | 11/30/2015 | 3,444.00 | 0.00 | 12/15/2015 | Litigation |
| | 101-230-511-5360 Legal - litigation | | | | |
| | 3270564 Total: | 3,444.00 | | | |
| 3270565 | 11/30/2015 | 360.00 | 0.00 | 12/15/2015 | School District |
| | 101-230-511-5370 Legal - review | | | | |
| | 3270565 Total: | 360.00 | | | |
| | Holland & Knight LLP Tot | 44,861.50 | | | |
| IL Municipal Retirement Fund | | | | | |
| ZZIMRF | | | | | |
| 113015 | 11/30/2015 | 32,470.71 | 0.00 | 12/15/2015 | Nov IMRF payment |
| | 102-000-210-2023 Employee IMRF withholding | | | | |
| 113015 | 11/30/2015 | 13,925.16 | 0.00 | 12/15/2015 | Nov IMRF payment |
| | 102-000-210-2023 Employee IMRF withholding | | | | |
| | 113015 Total: | 46,395.87 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|---|--------------------------------|-----------|----------|--------------|--|
| Account Number | | | | | Description |
| | IL Municipal Retirement F | 46,395.87 | | | |
| Illinois City/County Management Association | | | | | |
| ILCMA | | | | | |
| ILCMA1152016 | 11/30/2015 | 99.00 | 0.00 | 12/15/2015 | |
| 101-210-511-5590 | Training | | | | Seminar Illinois Financial Forecast Forum |
| ILCMA1152016 | 11/30/2015 | 158.00 | 0.00 | 12/15/2015 | |
| 101-200-511-5810 | Conference & meeting registrat | | | | Seminar Illinois Financial Forecast Forum |
| | ILCMA1152016 Total: | 257.00 | | | |
| | Illinois City/County Manag | 257.00 | | | |
| Illinois Fire Inspectors Assoc. | | | | | |
| ILFIREIN | | | | | |
| 17442 | 11/24/2015 | 95.00 | 0.00 | 12/15/2015 | |
| 101-350-512-5570 | Professional associations | | | | 2016 Membership |
| | 17442 Total: | 95.00 | | | |
| | Illinois Fire Inspectors Ass | 95.00 | | | |
| Impact Networking, LLC | | | | | |
| IMPACT | | | | | |
| 581685 | 11/23/2015 | 19.50 | 0.00 | 12/15/2015 | |
| 101-210-511-5440 | R&M - office equipment | | | | Shipping Fees - Copier |
| | 581685 Total: | 19.50 | | | |
| | Impact Networking, LLC T | 19.50 | | | |
| Lakeshore Athletic Services | | | | | |
| LAKESHOR | | | | | |
| 2052013 | 11/23/2015 | 4,676.75 | 0.00 | 12/15/2015 | |
| 205-509-515-5270 | Purchased program services | | | | Start/Finish line management for Turkey Trot |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|---|----------------------------|----------|----------|--------------|--|
| Account Number | | | | | Description |
| | 2052013 Total: | 4,676.75 | | | |
| | Lakeshore Athletic Service | 4,676.75 | | | |
| Lauterbach & Amen, LP LAUTER | | | | | |
| 1363 | 11/23/2015 | 2,000.00 | 0.00 | 12/15/2015 | |
| 101-210-511-5310 Audit | | | | | Audit of Financial statements - Y/E 4/30/15 |
| 1363 | 11/23/2015 | 1,260.00 | 0.00 | 12/15/2015 | |
| 217-000-517-5310 Audit | | | | | Audit of Financial statements - Y/E 4/30/15 |
| | 1363 Total: | 3,260.00 | | | |
| | Lauterbach & Amen, LP To | 3,260.00 | | | |
| MG Mechanical Service, Inc. MGMECH | | | | | |
| 24851 | 11/25/2015 | 5,950.00 | 0.00 | 12/15/2015 | |
| 205-571-515-5535 Facility rental | | | | | Removal and Installation of Heater Exchange at Community |
| | 24851 Total: | 5,950.00 | | | |
| | MG Mechanical Service, In | 5,950.00 | | | |
| MGP, Inc. MGPINC | | | | | |
| 413 | 11/23/2015 | 245.85 | 0.00 | 12/15/2015 | |
| 101-250-511-5599 Other contractual | | | | | GISC Shared Consortium |
| 413 | 11/23/2015 | 245.85 | 0.00 | 12/15/2015 | |
| 101-000-210-2650 Contractor Permits Payable | | | | | GISC Shared Consortium |
| 413 | 11/23/2015 | 491.70 | 0.00 | 12/15/2015 | |
| 660-620-519-5599 Other contractual | | | | | GISC Shared Consortium |
| | 413 Total: | 983.40 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|---|--------------|------------|----------|--------------|--|
| MGP, Inc. Total: | | 983.40 | | | |
| Mid American Water of Wauconda, Inc. | | | | | |
| MIDAMER | | | | | |
| 168733W | 10/5/2015 | 2,092.32 | 0.00 | 12/15/2015 | PVC pipe |
| 205-430-515-6350 Park Construction & Improvem | | | | | |
| 168733W Total: | | 2,092.32 | | | |
| 168733W-1 | 10/5/2015 | 147.00 | 0.00 | 12/15/2015 | PVC pipe |
| 205-430-515-6350 Park Construction & Improvem | | | | | |
| 168733W-1 Total: | | 147.00 | | | |
| Mid American Water of Wa | | 2,239.32 | | | |
| Paramedic Services of Illinois | | | | | |
| PARAMEDI | | | | | |
| 4642 | 12/1/2015 | 227,074.50 | 0.00 | 12/15/2015 | Services rendered month ended 12/31/2015 |
| 101-350-512-5220 Fire protection | | | | | |
| 4642 Total: | | 227,074.50 | | | |
| Paramedic Services of Illin | | 227,074.50 | | | |
| Promos 911 | | | | | |
| PROMOS91 | | | | | |
| 5578 | 11/17/2015 | 797.45 | 0.00 | 12/15/2015 | Jr. Fire badges, mood pencils |
| 101-350-512-5730 Program supplies | | | | | |
| 5578 Total: | | 797.45 | | | |
| Promos 911 Total: | | 797.45 | | | |

Quatred Touchless Technologies

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|---|--------------|-----------|----------|--------------|--|
| QUATRED | | | | | |
| 53686 | 11/24/2015 | 2,850.00 | 0.00 | 12/15/2015 | Mobile Interface |
| 660-610-519-5330 Data processing | | | | | |
| 53686 Total: | | 2,850.00 | | | |
| 53688 | 11/25/2015 | 3,121.03 | 0.00 | 12/15/2015 | Four, MC9200 Handheld scanners - Springbrook Inventory |
| 101-410-511-5730 Program supplies | | | | | |
| 53688 | 11/25/2015 | 3,121.03 | 0.00 | 12/15/2015 | Four, MC9200 Handheld scanners - Springbrook Inventory |
| 101-420-511-5730 Program supplies | | | | | |
| 53688 | 11/25/2015 | 3,121.03 | 0.00 | 12/15/2015 | Four, MC9200 Handheld scanners - Springbrook Inventory |
| 101-440-513-5730 Program supplies | | | | | |
| 53688 | 11/25/2015 | 3,121.03 | 0.00 | 12/15/2015 | Four, MC9200 Handheld scanners - Springbrook Inventory |
| 660-620-519-5730 Program supplies | | | | | |
| 53688 Total: | | 12,484.12 | | | |
| Quatred Touchless Technol | | 15,334.12 | | | |
| Russo Power Equipment | | | | | |
| RUSSO | | | | | |
| 2776359 | 11/17/2015 | 8.92 | 0.00 | 12/15/2015 | Valve cover gasket for Riding Mower 3 |
| 101-440-513-5460 R&M - Public Works Equipme | | | | | |
| 2776359 Total: | | 8.92 | | | |
| Russo Power Equipment T | | 8.92 | | | |
| Spear, Barbara | | | | | |
| SPEARB | | | | | |
| UTR2014 | 12/1/2015 | 49.93 | 0.00 | 12/15/2015 | 2014 Utility tax rebate |
| 101-000-410-4050 Utility tax - electric | | | | | |
| UTR2014 | 12/1/2015 | 40.82 | 0.00 | 12/15/2015 | 2014 Utility tax rebate |
| 101-000-410-4055 Utility tax - natural gas | | | | | |
| UTR2014 | 12/1/2015 | 38.88 | 0.00 | 12/15/2015 | 2014 Utility tax rebate |
| 101-000-410-4060 Telecommunications tax | | | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|---|----------------------------|--------|----------|--------------|---|
| Account Number | | | | | Description |
| | UTR2014 Total: | 129.63 | | | |
| | Spear, Barbara Total: | 129.63 | | | |
| Suburban Laboratories, Inc. SUBURB 129580 | 11/30/2015 | 400.00 | 0.00 | 12/15/2015 | |
| 660-620-519-5320 Consulting | | | | | Coliform testing and disinfectant by products |
| | 129580 Total: | 400.00 | | | |
| | Suburban Laboratories, Inc | 400.00 | | | |
| Tammo, Nancy TAMMO 111915 | 11/19/2015 | 250.00 | 0.00 | 12/15/2015 | |
| 205-000-210-2430 Parks and Recs Control Deposi | | | | | Refund - Club Kid |
| | 111915 Total: | 250.00 | | | |
| | Tammo, Nancy Total: | 250.00 | | | |
| TKE Corporation TKECORP 3002247979 | 12/1/2015 | 521.29 | 0.00 | 12/15/2015 | |
| 101-420-511-5405 R&M - buildings | | | | | Full maintenance elevator |
| | 3002247979 Total: | 521.29 | | | |
| | TKE Corporation Total: | 521.29 | | | |
| Vermeer-Illinois Inc VRMERIL P95951 | 11/13/2015 | 42.29 | 0.00 | 12/15/2015 | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|--|--------------|----------|----------|--------------|------------------------------------|
| 101-440-513-5480 R&M - vehicles | | | | | Cap oil |
| | | 42.29 | | | |
| P95951 Total: | | 42.29 | | | |
| P95958 | 11/13/2015 | 151.63 | 0.00 | 12/15/2015 | |
| 101-440-513-5480 R&M - vehicles | | | | | Bar, washer for Chippper |
| | | 151.63 | | | |
| P95958 Total: | | 151.63 | | | |
| | | 193.92 | | | |
| Vermeer-Illinois Inc Total: | | 193.92 | | | |
| Welding Supply Inc. | | | | | |
| WELDINGS | | | | | |
| 894029 | 11/30/2015 | 6.36 | 0.00 | 12/15/2015 | |
| 205-571-515-5730 Program supplies | | | | | Helium tank - December |
| 894029 | 11/30/2015 | 6.36 | 0.00 | 12/15/2015 | |
| 101-350-512-5730 Program supplies | | | | | Argon tank - December |
| | | 12.72 | | | |
| 894029 Total: | | 12.72 | | | |
| | | 12.72 | | | |
| Welding Supply Inc. Total: | | 12.72 | | | |
| Wholesale Direct Inc | | | | | |
| WHOLESALE | | | | | |
| 217758 | 11/13/2015 | 219.77 | 0.00 | 12/15/2015 | |
| 101-440-513-5480 R&M - vehicles | | | | | Vise for Truck 26 |
| | | 219.77 | | | |
| 217758 Total: | | 219.77 | | | |
| | | 219.77 | | | |
| Wholesale Direct Inc Total | | 219.77 | | | |
| Woodward Printing Services | | | | | |
| WOODWARD | | | | | |
| 39548 | 11/11/2015 | 2,495.00 | 0.00 | 12/15/2015 | |
| 205-500-515-5560 Printing & copying services | | | | | Printing of Winter/Spring Brochure |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|---|--------------|----------|----------|--------------|--|
| 39548 Total: | | 2,495.00 | | | |
| Woodward Printing Service | | 2,495.00 | | | |
| Work' N Gear, LLC WRKNGEAR HA53546 | 11/23/2015 | 205.00 | 0.00 | 12/15/2015 | |
| 101-440-513-5070 Uniform allowance | | | | | Clothing allowance |
| HA53546 Total: | | 205.00 | | | |
| Work' N Gear, LLC Total: | | 205.00 | | | |
| Ziebell Water Service Product ZIEBELLW 231608-000 | 11/23/2015 | 880.90 | 0.00 | 12/15/2015 | |
| 660-620-519-5796 Water system repair parts | | | | | Oil, grease, gaskets for Fire Hydrants |
| 231608-000 Total: | | 880.90 | | | |
| Ziebell Water Service Prod | | 880.90 | | | |
| Zoll Data System ZOLLDATA 9020796 | 11/15/2015 | 1,017.50 | 0.00 | 12/15/2015 | |
| 101-350-512-5330 Data processing | | | | | Rescue net maintenance ambulance billing |
| 9020796 Total: | | 1,017.50 | | | |
| Zoll Data System Total: | | 1,017.50 | | | |

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 12/07/2015 - 3:32PM
Batch: 00202.12.2015



| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|------------------------------|----------------------------|----------|----------|--------------|---|
| Account Number | | | | | Description |
| Able Service & Supply | | | | | |
| ABLESERV | | | | | |
| 147035 | 12/3/2015 | 231.59 | 0.00 | 12/15/2015 | |
| 101-350-512-5799 | | | | | Other materials & supplies Mop heads, mop handles, deck brushes |
| | 147035 Total: | 231.59 | | | |
| | Able Service & Supply Tot | 231.59 | | | |
| Allen Visual System | | | | | |
| ALLEN | | | | | |
| 13148 | 10/30/2015 | 975.00 | 0.00 | 12/15/2015 | |
| 101-250-511-6530 | | | | | Equipment - data processing On site service for wireless microphones |
| | 13148 Total: | 975.00 | | | |
| 13211 | 11/19/2015 | 130.00 | 0.00 | 12/15/2015 | |
| 101-250-511-6530 | | | | | Equipment - data processing Phone support service for wireless microphones |
| | 13211 Total: | 130.00 | | | |
| | Allen Visual System Total: | 1,105.00 | | | |
| Canon Solutions America, Inc | | | | | |
| CANONSOL | | | | | |
| 988585320 | 12/2/2015 | 246.97 | 0.00 | 12/15/2015 | |
| 101-210-511-5440 | | | | | R&M - office equipment Maintenance for copier - December |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|---|--------------|--------|----------|--------------|------------------------------------|
| Account Number | | | | | |
| 988585320 Total: | | 246.97 | | | |
| Canon Solutions America, | | 246.97 | | | |
| Cassidy Tire CASSIDYT 4184668 | 11/13/2015 | 159.24 | 0.00 | 12/15/2015 | Tires for Squad MP1123 |
| 101-300-512-5480 R&M - vehicles | | | | | |
| 4184668 Total: | | 159.24 | | | |
| Cassidy Tire Total: | | 159.24 | | | |
| Central Polygraph Services LTD CENTRPOL 21423 | 11/30/2015 | 210.00 | 0.00 | 12/15/2015 | Polygraph for PD applicant |
| 101-200-511-5599 Other contractual | | | | | |
| 21423 Total: | | 210.00 | | | |
| Central Polygraph Services | | 210.00 | | | |
| Day, Mitchell DAYM REIM111615MDM | 11/16/2015 | 60.00 | 0.00 | 12/15/2015 | Reimbursement for Training - Meals |
| 101-350-512-5840 Meals | | | | | |
| REIM111615MDM Total: | | 60.00 | | | |
| Day, Mitchell Total: | | 60.00 | | | |
| Douglas Truck Parts DOUGTK 94644 | 11/17/2015 | 50.00 | 0.00 | 12/15/2015 | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|--|--------------|----------|----------|--------------|--------------------------------|
| 101-440-513-5730 Program supplies | | | | | Gloves for Forestry |
| 94644 Total: | | 50.00 | | | |
| Douglas Truck Parts Total: | | 50.00 | | | |
| Fastenal FASTENAL ILNIL48543 | 12/2/2015 | 206.18 | 0.00 | 12/15/2015 | Earplugs for Forestry |
| 101-440-513-5730 Program supplies | | | | | |
| ILNIL48543 Total: | | 206.18 | | | |
| Fastenal Total: | | 206.18 | | | |
| FSCI Corporate Office FSCI | | | | | |
| 2015-1516 | 11/6/2015 | 852.00 | 0.00 | 12/15/2015 | 4655 Chase - Fire Alarm System |
| 101-240-517-5399 Other professional services | | | | | |
| 2015-1516 Total: | | 852.00 | | | |
| 2015-1517 | 11/9/2015 | 207.00 | 0.00 | 12/15/2015 | 3333 Touhy - Fire Sprinkler |
| 101-240-517-5399 Other professional services | | | | | |
| 2015-1517 Total: | | 207.00 | | | |
| FSCI Corporate Office Tot | | 1,059.00 | | | |
| GE Capital GECAPITA | | | | | |
| 63842738 | 11/25/2015 | 232.43 | 0.00 | 12/15/2015 | Copier - PW |
| 660-610-519-5340 Maintenance Agreement Expen | | | | | |
| 63842738 | 11/25/2015 | 269.95 | 0.00 | 12/15/2015 | Copier - P& R |
| 205-500-515-5440 R&M - office equipment | | | | | |
| 63842738 | 11/25/2015 | 232.44 | 0.00 | 12/15/2015 | Copier - FD |
| 101-000-210-2650 Contractor Permits Payable | | | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|---|--------------------------|-----------|----------|--------------|---|
| Account Number | | | | | Description |
| 63842738 | 11/25/2015 | 697.36 | 0.00 | 12/15/2015 | |
| 101-210-511-5440 R&M - office equipment | | | | | Copier - PD, Fin |
| | 63842738 Total: | 1,432.18 | | | |
| | GE Capital Total: | 1,432.18 | | | |
| Gronlund, Eric GRONLUND REIM111615EGM | 11/16/2015 | 60.00 | 0.00 | 12/15/2015 | |
| 101-350-512-5840 Meals | | | | | Reimbursement for Training - Meals |
| | REIM111615EGM Total: | 60.00 | | | |
| | Gronlund, Eric Total: | 60.00 | | | |
| HMO Healthcare Service Corporation HMO DEC-15 | 11/16/2015 | 30,227.08 | 0.00 | 12/15/2015 | |
| 102-000-210-2027 Health insurance premium with | | | | | Employee Health Insurance - Dec-15 |
| | DEC-15 Total: | 30,227.08 | | | |
| | HMO Healthcare Service C | 30,227.08 | | | |
| IPELRA IPELRA 120215 | 12/2/2015 | 250.00 | 0.00 | 12/15/2015 | |
| 101-300-512-5590 Training | | | | | Customer Service Training - Village Employees |
| 120215 | 12/2/2015 | 375.00 | 0.00 | 12/15/2015 | |
| 101-400-511-5590 Training | | | | | Customer Service Training - Village Employees |
| | 120215 Total: | 625.00 | | | |
| | IPELRA Total: | 625.00 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|---------------------------------------|-------------------------|----------|----------|--------------|---|
| Account Number | | | | | |
| JG Uniforms Inc | | | | | |
| JGUNIFOR | | | | | |
| 39543 | 11/16/2015 | 94.95 | 0.00 | 12/15/2015 | |
| 101-300-512-5070 | | | | | Uniform allowance |
| | | | | | Uniform Allowance |
| | 39543 Total: | 94.95 | | | |
| | JG Uniforms Inc Total: | 94.95 | | | |
| L3 Communications Mobile Vision, Inc. | | | | | |
| L3COMM | | | | | |
| 0232799-IN | 11/11/2015 | 19.95 | 0.00 | 12/15/2015 | |
| 101-300-512-5730 | | | | | Program supplies |
| | | | | | Replacement cord for in car squad video |
| 0232799-IN | 11/11/2015 | 12.00 | 0.00 | 12/15/2015 | |
| 101-200-511-5720 | | | | | Postage |
| | | | | | Shipping |
| | 0232799-IN Total: | 31.95 | | | |
| | L3 Communications Mobil | 31.95 | | | |
| Lauria, Justin | | | | | |
| LAURIAJ | | | | | |
| 120415 | 12/4/2015 | 1,551.82 | 0.00 | 12/15/2015 | |
| 101-300-512-5065 | | | | | Tuition reimbursement |
| | | | | | Educational assistance and Books |
| | 120415 Total: | 1,551.82 | | | |
| | Lauria, Justin Total: | 1,551.82 | | | |
| Lowe's Business Acc/GECF | | | | | |
| LOWES | | | | | |
| 06436 | 12/3/2015 | 71.19 | 0.00 | 12/15/2015 | |
| 101-350-512-5799 | | | | | Other materials & supplies |
| | | | | | Saw blades and dolly |
| | 06436 Total: | 71.19 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|------------------|--------------|--------|----------|--------------|--|
| Account Number | | | | | |
| 11407 | 11/16/2015 | 122.75 | 0.00 | 12/15/2015 | |
| 101-440-513-5680 | | | | | Landscaping supplies Cow manure for Streets |
| | 11407 Total: | 122.75 | | | |
| 1261 | 11/20/2015 | 121.24 | 0.00 | 12/15/2015 | |
| 101-420-511-5730 | | | | | Program supplies Batteries for PW |
| | 1261 Total: | 121.24 | | | |
| 1313 | 12/1/2015 | 233.79 | 0.00 | 12/15/2015 | |
| 101-440-513-5730 | | | | | Program supplies Paint, electrical supplies for mail room |
| | 1313 Total: | 233.79 | | | |
| 2063 | 11/16/2015 | 114.86 | 0.00 | 12/15/2015 | |
| 101-440-513-5730 | | | | | Program supplies Couplings, clamps for stump removal repairs |
| | 2063 Total: | 114.86 | | | |
| 2107 | 11/11/2015 | 197.13 | 0.00 | 12/15/2015 | |
| 660-620-519-5405 | | | | | R&M - buildings Underground wire, concrete screw for Pump Hse |
| | 2107 Total: | 197.13 | | | |
| 2125 | 11/17/2015 | 25.92 | 0.00 | 12/15/2015 | |
| 660-620-519-5730 | | | | | Program supplies Insert combination tee for Water |
| | 2125 Total: | 25.92 | | | |
| 2228 | 11/18/2015 | 627.90 | 0.00 | 12/15/2015 | |
| 205-430-515-5680 | | | | | Landscaping supplies Peat moss for Parks |
| | 2228 Total: | 627.90 | | | |
| 2229 | 11/18/2015 | 45.58 | 0.00 | 12/15/2015 | |
| 660-620-519-5405 | | | | | R&M - buildings Epoxy, drill for Pump House |
| | 2229 Total: | 45.58 | | | |
| 2349 | 11/30/2015 | 5.45 | 0.00 | 12/15/2015 | |
| 101-300-512-5480 | | | | | R&M - vehicles Weld steel tube for squad |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|----------------|-----------------------------------|--------|----------|--------------|---|
| Account Number | | | | | |
| | 2349 Total: | 5.45 | | | |
| 2352 | 11/30/2015 | 28.40 | 0.00 | 12/15/2015 | Batteries, nuts for Trucks |
| | 660-620-519-5480 R&M - vehicles | | | | |
| | 2352 Total: | 28.40 | | | |
| 2396 | 12/1/2015 | 21.76 | 0.00 | 12/15/2015 | Bathroom cleaner, weldable steel for Shop |
| | 101-410-511-5730 Program supplies | | | | |
| | 2396 Total: | 21.76 | | | |
| 2414 | 12/1/2015 | 32.09 | 0.00 | 12/15/2015 | Aluminum cable, primer for mail room |
| | 101-440-513-5730 Program supplies | | | | |
| | 2414 Total: | 32.09 | | | |
| 2462 | 12/1/2015 | 97.80 | 0.00 | 12/15/2015 | Spray paints for TIF |
| | 101-440-513-5730 Program supplies | | | | |
| | 2462 Total: | 97.80 | | | |
| 2516 | 12/2/2015 | 186.89 | 0.00 | 12/15/2015 | Stain, T-strap for Finance |
| | 101-420-511-5405 R&M - buildings | | | | |
| | 2516 Total: | 186.89 | | | |
| 2545 | 12/2/2015 | 7.14 | 0.00 | 12/15/2015 | Sandpaper sheets for Finance Dept |
| | 101-420-511-5405 R&M - buildings | | | | |
| | 2545 Total: | 7.14 | | | |
| 2629 | 12/3/2015 | 16.60 | 0.00 | 12/15/2015 | Toilet flapper for American Legion |
| | 101-440-513-5730 Program supplies | | | | |
| | 2629 Total: | 16.60 | | | |
| 2691 | 11/12/2015 | 6.20 | 0.00 | 12/15/2015 | Screws, bolts for PW |
| | 101-420-511-5730 Program supplies | | | | |
| | 2691 Total: | 6.20 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|-----------------------|-------------------------|----------|----------|--------------|---|
| Account Number | | | | | |
| 2762 | 11/23/2015 | 284.05 | 0.00 | 12/15/2015 | |
| 101-440-513-5730 | | | | | Program supplies Refrigerator for PW |
| | 2762 Total: | 284.05 | | | |
| 2848 | 11/24/2015 | 20.37 | 0.00 | 12/15/2015 | |
| 101-410-511-5730 | | | | | Program supplies Batteries for Garage door remote |
| | 2848 Total: | 20.37 | | | |
| 2924 | 11/25/2015 | 29.96 | 0.00 | 12/15/2015 | |
| 101-440-513-5730 | | | | | Program supplies Pliers, fittings for stand in truck |
| | 2924 Total: | 29.96 | | | |
| | Lowe's Business Acc/GEC | 2,297.07 | | | |
| Ly, Nan | | | | | |
| LYNAN | | | | | |
| 140409 | 3/23/2014 | 3,000.00 | 0.00 | 12/15/2015 | |
| 101-000-210-2620 | | | | | Contractor bonds payable Refund - Site Development |
| | 140409 Total: | 3,000.00 | | | |
| | Ly, Nan Total: | 3,000.00 | | | |
| Madison National Life | | | | | |
| MADISON | | | | | |
| 1191208 | 11/18/2015 | 151.29 | 0.00 | 12/15/2015 | |
| 101-200-511-5150 | | | | | Insurance - group life & AD&D Life Insurance - December |
| 1191208 | 11/18/2015 | 92.39 | 0.00 | 12/15/2015 | |
| 101-210-511-5150 | | | | | Insurance - group life & AD&D Life Insurance - December |
| 1191208 | 11/18/2015 | 86.04 | 0.00 | 12/15/2015 | |
| 101-240-517-5150 | | | | | Insurance - group life & AD&D Life Insurance - December |
| 1191208 | 11/18/2015 | 635.49 | 0.00 | 12/15/2015 | |
| 101-300-512-5150 | | | | | Insurance - group life & AD&D Life Insurance - December |
| 1191208 | 11/18/2015 | 17.02 | 0.00 | 12/15/2015 | |
| 101-350-512-5150 | | | | | Insurance - group life & AD&D Life Insurance - December |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|----------------------------|----------------------------|----------|----------|--------------|--|
| Account Number | | | | | Description |
| 1191208 | 11/18/2015 | 64.71 | 0.00 | 12/15/2015 | |
| 101-400-511-5150 | | | | | Insurance - group life & AD&D |
| 1191208 | 11/18/2015 | 35.16 | 0.00 | 12/15/2015 | Life Insurance - December |
| 101-410-511-5150 | | | | | Insurance - group life & AD&D |
| 1191208 | 11/18/2015 | 95.74 | 0.00 | 12/15/2015 | Life Insurance - December |
| 101-440-513-5150 | | | | | Insurance - group life & AD&D |
| 1191208 | 11/18/2015 | 57.79 | 0.00 | 12/15/2015 | Life Insurance - December |
| 205-430-515-5150 | | | | | Insurance - group life & AD&D |
| 1191208 | 11/18/2015 | 93.33 | 0.00 | 12/15/2015 | Life Insurance - December |
| 205-500-515-5150 | | | | | Insurance - group life & AD&D |
| 1191208 | 11/18/2015 | 94.44 | 0.00 | 12/15/2015 | Life Insurance - December |
| 660-620-519-5150 | | | | | Insurance - group life & AD&D |
| | 1191208 Total: | 1,423.40 | | | |
| | Madison National Life Tot | 1,423.40 | | | |
| Malnati Organization | | | | | |
| MALNATI | | | | | |
| E196876 | 12/1/2015 | 235.60 | 0.00 | 12/15/2015 | |
| 101-100-511-5840 | | | | | Meals |
| | | | | | Dinner - Village Board meeting - 12/1/15 |
| | E196876 Total: | 235.60 | | | |
| | Malnati Organization Total | 235.60 | | | |
| Martin Implement Sales Inc | | | | | |
| MARTINIM | | | | | |
| P96260 | 11/3/2015 | 327.79 | 0.00 | 12/15/2015 | |
| 101-440-513-5480 | | | | | R&M - vehicles |
| | | | | | Kit, rods, holders for PW Vehicles |
| | P96260 Total: | 327.79 | | | |
| | Martin Implement Sales In | 327.79 | | | |

Meyer, Charles

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|---|-----------------------|----------|----------|--------------|----------------------------------|
| MEYER | | | | | |
| FBE16D0E-89 | 12/2/2015 | 79.00 | 0.00 | 12/15/2015 | Lunch - Employee training |
| 101-200-511-5840 Meals | | | | | |
| | FBE16D0E-89 Total: | 79.00 | | | |
| | Meyer, Charles Total: | 79.00 | | | |
| MGP, Inc. | | | | | |
| MGPINC | | | | | |
| 2785 | 11/30/2015 | 891.20 | 0.00 | 12/15/2015 | GISC Staffing - November |
| 101-250-511-5599 Other contractual | | | | | |
| 2785 | 11/30/2015 | 891.21 | 0.00 | 12/15/2015 | GISC Staffing - November |
| 101-000-210-2650 Contractor Permits Payable | | | | | |
| 2785 | 11/30/2015 | 1,782.42 | 0.00 | 12/15/2015 | GISC Staffing - November |
| 660-620-519-5599 Other contractual | | | | | |
| | 2785 Total: | 3,564.83 | | | |
| | MGP, Inc. Total: | 3,564.83 | | | |
| NAPA | | | | | |
| NAPA | | | | | |
| 192698 | 11/24/2015 | 27.59 | 0.00 | 12/15/2015 | Cables, brake pack for Truck #29 |
| 205-430-515-5480 R&M - vehicles | | | | | |
| | 192698 Total: | 27.59 | | | |
| 192699 | 11/24/2015 | 12.30 | 0.00 | 12/15/2015 | Oil seal for Truck 29 |
| 205-430-515-5480 R&M - vehicles | | | | | |
| | 192699 Total: | 12.30 | | | |
| 192903 | 11/25/2015 | 6.04 | 0.00 | 12/15/2015 | Gasket for Truck 29 |
| 205-430-515-5480 R&M - vehicles | | | | | |
| | 192903 Total: | 6.04 | | | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | |
|---|-----------------------------|-----------|----------|--------------|-----------------------------------|
| Account Number | | | | | Description |
| | NAPA Total: | 45.93 | | | |
| Porter Lee Corporation PORTERLE | | | | | |
| 16566 | 11/23/2015 | 1,227.00 | 0.00 | 12/15/2015 | |
| 101-300-512-5730 | Program supplies | | | | Label printer and scanner |
| | 16566 Total: | 1,227.00 | | | |
| | Porter Lee Corporation Tot | 1,227.00 | | | |
| Quatred Touchless Technologies QUATRED | | | | | |
| 53695 | 12/2/2015 | 360.00 | 0.00 | 12/15/2015 | |
| 101-250-511-5340 | Maintenance Agreemen | | | | Mobile interface |
| | 53695 Total: | 360.00 | | | |
| | Quatred Touchless Technol | 360.00 | | | |
| R. B. Plumbing & Sewer RBPLUM | | | | | |
| 150903 | 11/4/2015 | 500.00 | 0.00 | 12/15/2015 | |
| 101-000-210-2620 | Contractor bonds payable | | | | Deposit Refund - ROW - 3550 Pratt |
| | 150903 Total: | 500.00 | | | |
| | R. B. Plumbing & Sewer T | 500.00 | | | |
| T.P.I. Building Code Consultants, Inc. TPI | | | | | |
| 2015-11 | 11/30/2015 | 8,310.88 | 0.00 | 12/15/2015 | |
| 101-240-517-5399 | Other professional services | | | | November 2015 - Plan Review |
| 2015-11 | 11/30/2015 | 10,141.50 | 0.00 | 12/15/2015 | |
| 101-240-517-5399 | Other professional services | | | | November 2015 - In House |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|--|--------------|-----------|----------|--------------|--------------------------------------|
| 2015-11 Total: | | 18,452.38 | | | |
| T.P.I. Building Code Cons | | 18,452.38 | | | |
| TransUnion Risk and Alternative | | | | | |
| TRANSUN | | | | | |
| 556811113015 | 11/30/2015 | 28.00 | 0.00 | 12/15/2015 | |
| 101-300-512-5399 Other professional services | | | | | Online investigative database system |
| 556811113015 Total: | | 28.00 | | | |
| TransUnion Risk and Alter | | 28.00 | | | |
| VCG Uniform | | | | | |
| VCGUNIFO | | | | | |
| 14785 | 12/3/2015 | 700.00 | 0.00 | 12/15/2015 | |
| 101-300-512-5730 Program supplies | | | | | Safety Vest |
| 14785 Total: | | 700.00 | | | |
| 14786 | 12/3/2015 | 14.90 | 0.00 | 12/15/2015 | |
| 101-300-512-5070 Uniform allowance | | | | | Uniform allowance |
| 14786 Total: | | 14.90 | | | |
| VCG Uniform Total: | | 714.90 | | | |
| Verizon Wireless | | | | | |
| VERIZON | | | | | |
| 9755709896 | 11/16/2015 | 2,182.18 | 0.00 | 12/15/2015 | |
| 101-210-511-5580 Telephone | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | 18.00 | 0.00 | 12/15/2015 | |
| 205-508-515-5580 Telephone | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | 23.57 | 0.00 | 12/15/2015 | |
| 205-520-515-5580 Telephone | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | 175.50 | 0.00 | 12/15/2015 | |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date | Description |
|--|-------------------------|-----------|----------|--------------|----------------------------------|
| 205-530-515-5580 Telephone | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | 0.23 | 0.00 | 12/15/2015 | |
| 205-550-515-5270 Purchased program services | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | 127.09 | 0.00 | 12/15/2015 | |
| 101-000-210-2650 Contractor Permits Payable | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | 769.38 | 0.00 | 12/15/2015 | |
| 660-610-519-5580 Telephone | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | 655.90 | 0.00 | 12/15/2015 | |
| 101-250-511-5580 Telephone | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | -40.00 | 0.00 | 12/15/2015 | |
| 205-430-515-5410 R&M - communications equipm | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | -32.00 | 0.00 | 12/15/2015 | |
| 660-620-519-5410 R&M - communications equipm | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | -6.00 | 0.00 | 12/15/2015 | |
| 101-440-513-5410 R&M - communications equipm | | | | | Cell phones - Oct 17 thru Nov 16 |
| 9755709896 | 11/16/2015 | -39.70 | 0.00 | 12/15/2015 | |
| 101-410-511-5410 R&M - communications equipm | | | | | Cell phones - Oct 17 thru Nov 16 |
| | | | | | |
| | 9755709896 Total: | 3,834.15 | | | |
| | | | | | |
| | Verizon Wireless Total: | 3,834.15 | | | |
| | | | | | |
| | | | | | |
| | Report Total: | 73,441.01 | | | |

Request For Board Action

REFERRED TO BOARD: December 15, 2015

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Clerk's Office

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village Board met on December 1, 2015 during a Closed Session Meeting to consider whether to authorize the erasure of audiotapes of certain Closed Session meetings as well as to review and discuss whether certain Closed Session minutes should be released or remain confidential.

The attached Resolution reflects the new meeting dates which no longer need to remain confidential.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Schedule A

RECOMMENDED MOTION:

Move to approve the Resolution regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

**A RESOLUTION APPROVING THE RELEASE OF CERTAIN WRITTEN MINUTES
AND THE DESTRUCTION OF VERBATIM RECORDS OF CERTAIN CLOSED
MEETINGS OF THE VILLAGE BOARD OF TRUSTEES**

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, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("**Act**"), since January 1, 2004, the Village has maintained audiotaped verbatim records, and has approved written minutes, of all meetings of the Village Board of Trustees and of the Village Board Committee of the Whole that were closed to the public pursuant to the Act (collectively, the "**Closed Meetings**"); and

WHEREAS, pursuant to Section 2.06(c) of the Act, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to destroy the audiotaped verbatim records of those Closed Meetings occurring prior to June 15, 2014; and

WHEREAS, pursuant to Section 2.06(d) of the Act, the President and Board of Trustees have conducted its twice-annual review of all written minutes of the Closed Meetings; and

WHEREAS, the President and Board of Trustees have determined that confidential treatment is no longer necessary for the written minutes of those Closed Meetings that are identified in Schedule A attached to and, by this reference, made a part of this Resolution, and that such minutes may be made available for public inspection; and

WHEREAS, the President and Board of Trustees have determined that a need for confidentiality still exists as to the written minutes of all Closed Meetings that are not identified in Schedule A of this Resolution;

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

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

SECTION 2. PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The President and Board of Trustees shall, and do hereby, authorize the public inspection of the written minutes of those Closed Meetings that are identified in Schedule A of this Resolution, in accordance with and pursuant to the Act and the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*

SECTION 3. DETERMINATION OF CONFIDENTIALITY. The President and Board of Trustees shall, and do hereby, determine that a need for confidentiality still exists as to the written minutes of all Closed Meetings that are not identified in Schedule A of this Resolution and for which the Village has not previously authorized public inspection.

SECTION 4. DESTRUCTION OF VERBATIM RECORDINGS. The President and Board of Trustees shall, and do hereby, authorize and direct the Village Clerk to destroy all audiotaped verbatim records of all Closed Sessions occurring prior to June 15, 2014.

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

PASSED this ____ day of _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2015.

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

ATTESTED and FILED in my office this
____ day of _____, 2015

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

SCHEDULE “A”

No Longer Require Confidential Treatment

As of December 1, 2015

March 18, 2014 Village Board

April 17, 2014 Village Board

October 7, 2014 Village Board

November 18, 2014 Village Board

April 21, 2015 Committee of the Whole

Request For Board Action

REFERRED TO BOARD: December 15, 2015

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Appropriating Funds for the Congestion Mitigation Air Quality Grant Local Match for the Construction of the Commonwealth Edison Multi-Use Trail Project

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2009, the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant to fund 80% (\$808,000) of the construction costs of a bike path on the Commonwealth Edison ("ComEd") right-of-way. In November of 2010 the Village was awarded the grant. In 2011, an additional grant was applied for and subsequently awarded to the Village to construct a bicycle/pedestrian overpass to ensure safe passage over Touhy Avenue.

In September of 2014 the Village Board approved a local agency agreement with the Illinois Department of Transportation ("IDOT") as well as an engineering agreement with Gewalt Hamilton as the construction engineer of record. As the administrator of the project, IDOT required that both forms were approved by the Village prior to the project being bid.

IDOT is currently conducting the bid process for the construction of the bike path with a bid opening scheduled for January 2016. IDOT requires that the local agency approve a Resolution appropriating the local match for construction of the project. Construction of the path is scheduled for Spring/Summer of 2016.

FINANCIAL IMPACT:

\$202,000 (20% local match) is budgeted in the Fiscal Year 2015/2016 budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution

RECOMMENDED MOTION:

Move to approve a resolution pledging the appropriation of local matching funds for construction of the ComEd right-of-way bike/pedestrian path.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

A RESOLUTION PLEDGING THE APPROPRIATION OF LOCAL MATCHING FUNDS FOR CONSTRUCTION OF THE COMED RIGHT-OF-WAY BIKE/ PEDESTRIAN PATH

WHEREAS, on September 16, 2014, the Village Board of Trustees adopted Ordinance No. 2014-3129, approving agreements for the construction of a bike and pedestrian path on the ComEd right-of-way located generally within the western portion of the Village ("***Proposed Bike/Pedestrian Path***"); and

WHEREAS, the Village has received a grant through the Congestion Mitigation and Air Quality Program ("***CMAQ***") for 80 percent of the estimated cost of construction (\$808,000) of the Proposed Bike/Pedestrian Path; and

WHEREAS, as a condition of issuance of the grant, the Illinois Department of Transportation, which administers CMAQ grants, requires, that the Village pledges to appropriate Village funds for completion of the Proposed Bike/Pedestrian Path, in an amount equal to 20 percent of the estimated cost of construction (\$202,000); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to pledge the intent of the Village to provide Village funds for completion of the Proposed Bike/Pedestrian Park, in an amount equal to 20 percent of the estimated cost of construction of the Proposed Bike/Pedestrian Park;

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. PLEDGE OF VILLAGE FUNDING. The President and Board of Trustees hereby pledge their intent to appropriate funds for completion of the Proposed Bike/Pedestrian Park, in an amount equal to 20 percent of the estimated cost of construction of the Proposed Bike/Pedestrian Park.

SECTION 3. 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 _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2015

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

ATTESTED and FILED in my office this
_____ day of _____, 2015

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

#38012589_v1

Request For Board Action

REFERRED TO BOARD: December 15, 2015

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Amendment to Section 9 of the Village Code Regulating the Sale of Animals

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At its last Committee of the Whole meeting, the Village Board discussed a request from The Animal Store, located in the David's Square shopping center, to exercise its Home Rule authority to exempt itself from a portion of the Cook County Ordinance which regulates the sale of animals. Specifically, the request was to exempt the sale of rabbits and cats from the provisions of the County Ordinance. The Board agreed with the request and the attached Ordinance establishes revised regulations for the Village which will govern the sale of rabbits and cats.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance amending Section 9 of the Village Code regulating the sale of animals.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING CHAPTER 9
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGULATING THE SALE OF CATS AND RABBITS**

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

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

ORDINANCE NO. 2015-__

**AN ORDINANCE AMENDING CHAPTER 9
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGULATING THE SALE OF CATS AND RABBITS**

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

WHEREAS, the Village has home rule authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, pursuant to Section 6(c) of Article VII of the Illinois Constitution of 1970, if a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction; and

WHEREAS, Section 10-13 of Article I of Chapter 10 of the Code of Ordinances of Cook County, Illinois ("**County Animal Sale Regulation**"), prohibits the sale of dogs, cats, and rabbits ("**Animals**") by a pet shop operator except for Animals obtained by the pet shop operator from: (i) an animal control facility operated by a federal, state, or local governmental entity; (ii) a humane society or rescue organization; and (iii) an Animal breeder that (a) holds a valid class A license issued by the United States Department of Agriculture, (b) owns or possesses not more than five female Animals capable of reproduction in any 12-month period, and (c) houses not more than five female Animals at the location where any Animal sold at retail was born or housed; and

WHEREAS, the County Animal Sale Regulation provides that it applies "to all areas located within Cook County, Illinois, except those areas which are governed by an Ordinance of another governmental entity (which by law may not be superseded by this Section)"; and

WHEREAS, Chapter 9 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), regulates the operation of businesses within the Village; and

WHEREAS, Section 9-1-3 of the Village Code requires any individual, firm, or corporation to acquire a business license from the Village in order to conduct a business located within the Village; and

WHEREAS, Section 9-1-4 of the Village Code establishes certain Village business license classifications, including the "Retail" classification, which includes "animal care and sales facilities"; and

WHEREAS, the President and the Board of Trustees desire to amend Chapter 9 of the Village Code to regulate the sale of cats and rabbits by licensed animal care and sales facilities within the Village and to preempt the effect of the County Animal Sale Regulation within the Village as it relates to cats and rabbits; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend Chapter 9 of the Village Code pursuant to 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. ANIMAL CARE AND SALES FACILITIES. A new Article 16, titled "Animal Care and Sales Facilities," of Chapter 9, titled "Businesses Licenses and Commercial Regulations," is hereby adopted and hereafter shall read as set forth in **Exhibit A** attached to and, by this reference, made a part of this Ordinance.

SECTION 3. 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 _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2015.

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

ATTESTED and FILED in my office the
_____ day of _____, 20____.

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
#38016568_v2

EXHIBIT A

Chapter 9: Business Licenses and Commercial Regulations

Article 16: Animal Care and Sales Facilities

9-16-1 Specific business license application requirements.

An application filed with the Village pursuant to Section 9-1-5 of this Code for an animal care and sales facility shall include, in addition to the requirements set forth in Section 9-1-5 of this Code, a certification executed by the applicant on a form provided by the Village that the applicant will not sell or offer for sale cats or rabbits obtained from breeders, wholesalers, or brokers except for: (1) breeders that are licensed by the United States Department of Agriculture; and (2) wholesalers and brokers that obtained the cats or rabbits from breeders that are licensed by the United States Department of Agriculture.

9-16-2 Sale of cats and rabbits obtained from breeders.

Licensed animal care and sales facilities shall not sell or offer for sale cats or rabbits obtained from breeders, wholesalers, or brokers except for: (1) breeders that are licensed by the United States Department of Agriculture; and (2) wholesalers and brokers that obtained the cats or rabbits from breeders that are licensed by the United States Department of Agriculture.

9-16-3 Sale of abandoned cats and rabbits.

Licensed animal care and sales facilities may accept, care for, and offer for sale cats and rabbits that have been abandoned.

9-16-4 Preemption and applicability of county ordinances.

This Article 16 shall preempt all Cook County licensing or other regulatory schemes for the sale of cats and rabbits. As provided in Article VII, Section 6(c) of the State of Illinois Constitution of 1970, if a county ordinance conflicts with an ordinance of a Village, the Village ordinance shall prevail within its jurisdiction. Specifically, and without limitation of the preceding sentence, this Article 16 shall preempt Section 10-13 of Article I of Chapter 10 of the Code of Ordinances of Cook County, Illinois, as it relates to the sale of cats and rabbits. This Article 16 does not preempt Cook County licensing or other regulatory schemes for the sale of dogs. Specifically, and without limitation of the preceding sentence, Section 10-13 of Article I of Chapter 10 of the Code of Ordinances of Cook County, Illinois, shall apply to the sale of dogs within the Village.

Request For Board Action

REFERRED TO BOARD: December 15, 2015

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Economic Development Commission to Approve a Resolution Granting Consent to a Class 7c Classification for Property Located at 4655 Chase Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Chase Office LLC, in care of Aperion Care, Inc., a company that owns/leases nursing homes that provide post-hospital rehabilitation and long-term skilled nursing care, is seeking a Class 7c Cook County Property Tax Abatement. This request is for property located at 4655 Chase Avenue. This property is improved with an approximate 22,000-square-foot vacant building and is located at the dead end of Chase Avenue. This property is within the Village's B-3 zoning district and is adjacent to the west of the Commonwealth Edison high tension transmission lines. Attached is a map showing the location of the subject property.

To pursue this 7c property tax abatement request with Cook County, the County requires the local municipality to consent to the granting of the tax abatement.

Class 7c Property Tax Abatement

A Class 7c property tax abatement is a new tax abatement classification created in 2014 by Cook County. It is available for real estate used primarily for commercial use and is intended to encourage projects that would not otherwise be economically feasible without the tax abatement. Unlike other Cook County property tax abatements which last for 12 years, the Class 7c abatement is only for a 5-year period beginning with a reduced property assessment of 10% of fair market value for the first three abatement years, 15% of fair market value for the fourth assessment year, and 20% of fair market value for the fifth abatement year, after which the property would return to the normal commercial property assessment of 25% of market value.

In addition to a shorter abatement period, the Class 7c abatement differs from the more common Class 7b abatement in that: 1) there is no requirement for the subject property to be located in a blighted area; 2) there is no minimum investment requirement; and 3) the Class 7c abatement has a lower threshold of requiring only 3 of the last 6 years of declining assessed value (7b requires all 6 years to have declining assessed value). Further, unlike other abatements, the Class 7c abatement can be renewed with municipal consent and County approval for an additional 5-year period. Attached is additional information concerning the County's 7c tax abatement.

Aperion's Abatement Request

Aperion Care seeks the Class 7c property tax abatement on the basis of occupancy of an abandoned property and under this County qualification, the abatement will apply to both the building and land value components of the assessment. To qualify as an abandoned property, the property must be vacant for at least a continuous 12-month period. Records indicate that the property has been vacant for more than 3 years.

Over the 5-year abatement period, the applicant estimates that the property tax savings from receiving the requested property tax abatement would be a total of \$159,288. Attached is the petitioner's Cook County application for a Class 7c tax abatement as well as the applicant's application for a Village Economic Incentive and related supporting documents.

Commission Review and Recommendation

On November 18, 2015, the Economic Development Commission reviewed this request to consent to the 7c tax abatement as well as reviewed County documents pertaining to the abatement. At this meeting, the Commission questioned the applicant concerning the "but for" test for the abatement, given that building permits were issued earlier this year to renovate the building. The applicant asserted a need to expedite the project as well as the need for the tax abatement to proceed to complete renovation and to occupy the property. Further, the long-term vacancy of the property and its condition was noted including that Aperion desired to be good neighbors and has reached out to adjoining residents who have expressed appreciation for their efforts to improve the property.

The Commission also considered the applicant's request to extend the 7c abatement period from the 5-year period for another 5-year period, making it a 10-year abatement. Opposition to a renewal of the tax abatement was expressed by Chairman Persino at which time the applicant indicated its agreement to condition consent to the 7c abatement to no renewal occurring.

By an 8-1 vote (Berman opposing), the Commission is recommending Village Board approval consenting to a Class 7c Cook County Tax Abatement, for the property at 4655 Chase Avenue, subject to no renewal of the tax abatement. Commissioner Berman noted support for the consent to the tax abatement but indicated he did not want to bind the petitioner from seeking a future extension of the tax abatement.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. EDC Minutes Dated November 18, 2015 (Draft)
3. Staff Memo to Commission
4. Map/ Aerial of 4655 Chase
5. County Class 7c Bulletin
6. County Incentive Classification-Initial Questionnaire (IC-IQ)
7. Applicant's Proposed County Class 7c Tax Abatement Application
8. Applicant's Village Economic Incentive Application
9. Applicant's Additional Supporting Documents

RECOMMENDED MOTION:

Move to approve a Resolution consenting to approval of a Cook County Class 7c classification for the property located at 4655 West Chase Avenue.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

**A RESOLUTION SUPPORTING AND CONSENTING TO
APPROVAL OF CLASS 7C CLASSIFICATION
FOR THE PROPERTY LOCATED AT 4655 WEST CHASE AVENUE**

WHEREAS, Chase Office LLC is the owner ("**Applicant**") of the property commonly known as 4655 West Chase Avenue in the Village ("**Property**"); and

WHEREAS, the Property is currently improved with an approximately 22,000-square foot building ("**Existing Building**"), which has been vacant and unused since at least July 2012; and

WHEREAS, the Property constitutes "abandoned property" pursuant to Section 74-62(b) of the Cook County Real Property Assessment Classification Ordinance ("**County Classification Ordinance**"); and

WHEREAS, the Applicant desires to rehabilitate and occupy the Existing Building for commercial purposes; and

WHEREAS, pursuant to the County Classification Ordinance, abandoned property may be classified as Class 7c, which permits the temporary reduction of property taxes in order to promote the commercial development of abandoned property located in Cook County; and

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

WHEREAS, pursuant to Section 74-63(11)(a) of the County Classification Ordinance, the Property may not be classified as Class 7c except upon approval by the Village President and Board of Trustees of an ordinance or resolution supporting and consenting to such classification; and

WHEREAS, at its regular meeting on November 18, 2015, the Village of Lincolnwood Economic Development Commission ("**EDC**") considered the Applicant's request for Village support of Class 7c classification of the Property; and

WHEREAS, on November 18, 2015, having reviewed the Applicant's request as part of the Incentive Classification – Initial Questionnaire prepared by the Office of the Cook County Assessor, the EDC: (i) found that the proposed Class 7c classification of the Property satisfies the four eligibility factors for Class 7c classification as set forth in Section 74-63(11)(a) of the County Classification Ordinance; and (ii) voted to recommend that the Village President and Board of Trustees support and consent to the Class 7c classification of the Property; and

WHEREAS, the Village President and Board of Trustees have reviewed the recommendations of the EDC, and have determined that: (i) the Property is a redevelopment priority for the Village; (ii) the proposed Class 7c classification of the Property satisfies the four eligibility factors for Class 7c classification as set forth in Section 74-63(11)(a) of the County Classification Ordinance and (iii) development of the Property would not occur but for the

incentive provided by Class 7c classification; and

WHEREAS, the Village President and Board and Trustees have determined that the approval of this Resolution 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. DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The Village President and Board of Trustees hereby find and determine that: (a) the Property constitutes "abandoned property" eligible for the Class 7c classification under the County Classification Ordinance; (b) the Property is a redevelopment priority for the Village; (c) the proposed Class 7c classification of the Property satisfies the four eligibility factors for Class 7c classification as set forth in Section 74-63(11)(a) of the County Classification Ordinance; and (d) development of the Property would not occur but for Class 7c classification of the Property.

SECTION 3. SUPPORT AND CONSENT TO CLASS 7C CLASSIFICATION. Pursuant to the County Classification Ordinance, the President and Board of Trustees hereby approve, consent to, and support the classification of the Property as Class 7c property. The President and Board of Trustees do not support the renewal of such classification after the expiration of the initial five-year term that may be established pursuant to the County Classification Ordinance.

SECTION 4. DELIVERY. The Village Clerk is hereby directed to transmit an executed and sealed copy of this Resolution to the Applicant. The Applicant will be responsible for filing such copy with the Office of the Assessor of Cook County.

SECTION 5. 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 _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2015.

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

ATTESTED and FILED in my office this
_____ day of _____, 2015

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

#37941409_v4



Economic Development Commission

**Wednesday, November 18, 2015
Council Chambers Room**

Minutes

Commissioners Present

James Persino, Chair
James Kucienski, Vice Chair
Myles D. Berman
Pat McCoy
Patrick Kaniff
Nadia Seniuta
Paul Levine
James Berger
Terrence Strauch

Commissioners Absent

None

Staff Present

Tim Wiberg, Village Manager
Timothy M. Clarke, AICP, Community Development Director
Caleb Miller, Community Development Intern

Others Present

Jesal Patel, Trustee
Craig Klatzco, Trustee
Jacqueline Boland, Executive Director of the Lincolnwood Chamber of Commerce
David Friedman, Director of Plant Operations, Aperion Care
Attorney Alan Skidelsky, Skidelsky and Associates, for Aperion Care

1. Call to Order/ Quorum Declaration

Noting that a quorum of 9 members was present, the meeting was called to order at 8:04AM by Chairman Persino.

2. Minutes Approval

Chairman Persino asked if any Commissioner had revisions to the draft minutes. Vice Chairman Kucienski indicated that he would like to have the Commission's adopted

statement regarding Binny's Beverage Depot attached to the minutes. Commissioners agreed. Vice Chairman Kucienski then moved to approve the minutes as amended. Motion seconded by Commissioner Berman. Motion approved by voice vote, 9-0.

3. **4655 Chase Avenue 7c Tax Abatement Request**

DRAFT

Chairman Persino began discussion of this matter by noting that several building permits had been issued earlier this year for the subject property and indicated he believed the central question before the Commission on this matter was whether the applicant met the required "but for" test to qualify for the tax abatement. He asked staff whether a legal opinion should be sought on this matter concerning the permits and the "but for" test. Director Clarke responded by saying he believed this was more of a legislative determination than a legal matter, and that the Commission is charged with providing its determination and recommendation on the request to consent to the 7c tax abatement request.

Director Clarke then introduced the petitioner, David Friedman of Aperion Care, and their attorney, Alan Skidelsky. Mr. Skidelsky agreed with Director Clarke, saying that while permits have been issued, little work has occurred thus far and noted that the petitioner would only be ineligible for the 7c Tax Abatement if they had already occupied the site. He noted that building permits were sought to expedite the matter. He explained that the petitioner had originally sought to expand its current property in Skokie, but the plan was rejected due to inadequate parking.

Mr. Friedman then mentioned that Skokie would be losing 100 jobs. Chairman Persino inquired whether the location in Lincolnwood would employ that number of individuals. Mr. Friedman replied by saying that they currently have 50 to 60 full time employees, but with increased involvement with nursing facilities in the area, they needed additional staff totaling between 75 and 100 people. Because their expansion plans in Skokie were not approved, Aperion Care needed to relocate quickly. Chairman Persino then asked if the site had enough parking. Mr. Friedman indicated that there were 70 off street parking spaces which they believed was more than adequate.

Chairman Persino continued, asking the petitioner whether they would seek a different location outside the Village if they did not receive the tax abatement. Mr. Friedman indicated that they had improved the property enough to sell it if it came to that. He explained that Aperion Care would consider other options if an abatement was not provided, but that it was not certain what the next step would be if this was to occur.

Mr. Skidelsky stated that the overall loss to the Village over five years because of the abatement would be roughly \$158,000. This, he said, was based on the assessed value of the property at \$989,000. Vice Chairman Kucienski expressed concern that these figures

were not completely accurate, to which Mr. Skidelsky replied saying that in his opinion these were the most accurate numbers. Discussion continued regarding the current condition of the property, with Mr. Skidelsky indicating that taxing districts would lose more money if the property remained vacant. Mr. Friedman also indicated that Aperion Care desired to be good neighbors and had reached out to nearby homeowners to advise them about their plans and occupancy of the property. Many of them, he said, had expressed relief. He mentioned that the property had been the site of vandalism and illicit activity, and that its occupancy would be a major improvement to the area. Discussion ensued.

The conversation then moved to the possibility of a renewal for the 7c tax abatement if it was granted. Mr. Skidelsky indicated that most tax abatements last a period of more than ten years, but the 7c is effective for initially only five years. He stated his client seeks consideration of a renewal of the 7c tax abatement for an additional 5 year period, making the abatement a 10 year abatement period. Discussion ensued regarding the process for renewal of this tax abatement.

After expressing opposition to a 10-year incentive, Chairman Persino asked the petitioner whether they would accept the 5 year abatement without the option for renewal. Mr. Skidelsky indicated they would agree to those terms. Chairman Persino then expressed his support for recommending the abatement, saying that the loss in revenue was marginal. Discussion ensued.

Hearing no further discussion, Vice Chairman Kucienski moved to recommend a Class 7c Tax Abatement for Aperion Care, subject to a condition that the Village will not grant its consent to a renewal of the tax abatement after the initial five year abatement period. Commissioner Levine seconded the motion. Before voting, Commissioner Berman noted his support for the abatement, but did not want to bind the petitioner from not seeking a future renewal. Roll Call vote, in support of the motion: Strauch, Berger, Levine, Seniuta, Kaniff, McCoy, Kucienski, and Persino. Against the motion: Berman. Motion approved 8-1.

4. Commission Meeting Times

Chairman Persino initiated discussion, expressing his opinion that the meeting times should remain at 8:00AM, and those meetings should not be televised. He noted the survey of nearby communities' Economic Development Commissions, indicating that none of them televised their meetings, and most of them were held in the morning. He also indicated his surprise that several communities do not have Economic Development Commissions.

Manager Wiberg noted that many of the petitioners before the Commission were business owners and representatives. Many of them, he said, appreciated coming during normal business hours. He stated that evening meetings may hinder some of these individuals from attending meetings, or may cause their attorneys to increase legal fees. Discussion ensued.

Commissioner Strauch noted that the Commission was only a recommending body. Vice Chairman Kucienski added that the Commission's distribution of agendas, packets, and minutes allowed for public involvement and transparency. Trustee Klatzco inquired as to whether members of the community outside the Village government had come to past meetings, to which several Commissioners replied, saying that some citizens have attended prior meetings.

Commissioners then ended the discussion, deciding to continue morning meetings and not going forward with televising them. Because no changes were made, a motion was not necessary.

5. Reports

A. Development Updates

Director Clarke summarized the written development update report. When asked whether the Plan Commission approved sign variances for Binny's Beverage Depot, he responded saying that the sign located on Lincoln Avenue was withdrawn by the petitioner, but the proposed monument sign for Touhy Avenue sign was recommended, along with the special use for the store itself.

B. New Business Licenses

Commissioners reviewed the list of new business licenses issued during the month of October 2015.

6. Other Business

Chairman Persino indicated that he wanted to express his views concerning the new plans being prepared for the Purple Hotel site. He indicated that he was outright opposed to the concept plan put forward by Stark Enterprises due to their inclusion of roughly 360 residential rental units. He expressed concern that the addition of so many new residents would burden Village services. He also indicated that previous plans put forward by North Capital Group did not include any residential units, but did have a hotel, which he indicated was a desired use in the community.

Executive Director Boland then discussed why developers would include residential units on the property. She explained that residential units allowed for 24/7 activity on the site, rather than activity only occurring during regular business hours. She also emphasized the Village's desire to make the property a town center, which would only be enhanced,

she said, if residential units were located on the property. Trustee Patel continued, discussing the Village's need for quality rental housing. He noted that many seniors in the area looking to sell their homes did not want to purchase condos, but rather rent apartments in areas of high activity. Discussion ensued.

Manager Wiberg continued the discussion, adding that the residential units do not replace any commercial space, but are simply located above it. While the plans indicated less commercial space on the property, he said, the difference was marginal. He noted that Stark Enterprises had presented their ideas at a Committee of the Whole meeting, and that a video of it can be found on the Village website.

Hearing no further discussion, Chairman Persino ended the conversation regarding the Purple Hotel site.

7. Public Forum

No member of the public desired to address the Commission.

8. Adjournment

By consensus, the meeting was adjourned at 9:38AM.

Respectfully Submitted,

Caleb Miller
Community Development Intern

Memorandum

To: Chair and Members

From: Timothy M. Clarke, AICP
Community Development Director

Date: November 12, 2015

Subject: Request to Consent to Class 7c Cook County Property Tax Abatement 4655 Chase Avenue: Aperion Care, Inc.

Chase Office LLC, in care of Aperion Care, Inc., a company that owns/leases nursing homes which provides post-hospital rehabilitation and long term skilled nursing care, is seeking Village consent to a requested Class 7c Cook County Property Tax Abatement. This request is for property it owns at 4655 Chase Avenue which was acquired on October 1, 2014 by Chase Office LLC. The subject property is improved with an approximate 22, 000 square foot vacant building and located at the dead end of Chase Avenue. The subject property is within in the Village's B3 Zoning District and is situated to the west-northwest of the Purple Hotel site, adjacent and to the west of the Commonwealth Edison high tension transmission lines. Attached is a map and aerial view depicting the location of the subject property.

Class 7c Property Tax Abatement

A Class 7c Cook County tax abatement is a new property tax abatement class, having been created by Cook County in 2014. It is available for real estate that is primarily used for commercial purposes and is intended to encourage projects which would not be economically feasible without the tax abatement. Unlike other County tax abatements that last for 12 years, the Class 7c abatement is for only a 5 year period, beginning with a reduced property assessment of 10% of fair market value for the first three abatement years, 15% of fair market value for the fourth abatement year, and 20% of fair market value for the fifth abatement year. Commercial property is normally assessed at 25% of market value. The Class 7c tax abatement can be renewed in its last year once, for an additional 5 year period, with consent of the municipality. Attached for reference is the County's Class 7c Eligibility Bulletin which provides additional details concerning this tax abatement.

In addition to having a shorter abatement period, the County's Class 7c tax abatement differs from the more common Class 7b tax abatement as: 1) there is no requirement for the subject property to be located in a blighted area; 2) there is no minimum investment requirement (7b requires at least a \$2 million investment); and, 3) the Class 7c has a lower threshold of requiring only 3 of the last 6 years of declining assessed value (7B requires all 6 years to have declining assessed value).

Aperion's Request

Aperion Care seeks the Class 7c property tax abatement on the basis of occupancy of an abandoned property and under this eligibility criteria, the requested tax abatement will apply to both the building and land value components of the property's Assessed Value. Over the 5 year tax abatement period, the applicant projects that the total five year property tax savings from the tax abatement would be in total \$159,288. In seeking consent to the class 7c tax abatement, Aperion is also seeking Village support for the renewal and extension of the property tax abatement for an additional 5 year period, so that the class 7c tax abatement totals a 10 year period.

To qualify as an abandoned property, the property must be vacant and unused for at least 12 continuous months. Attached is the applicant's proposed County application for this tax abatement, along with the Village's application for an Economic Incentive and related supporting documents.

Municipal Consent Requirements

For the County to grant the 7c tax abatement, the local municipality must consent to it. In consenting, the local municipality must expressly state that it has reviewed the County's Incentive Classification-Initial Questionnaire (IC-IQ) (see attached) and that the four required eligibility factors (see below and in the County Bulletin) are present to demonstrate that the area is in need of commercial development and that the local municipality consents and supports the incentive application.

To consent/grant the property tax abatement, the four required eligibility requirements which must be satisfied are:

- 1) Real Estate Tax Analysis
(Indicating that in at least 3 of the last 6 years, the Assessed Value, Equalized Assessed Value or real estate taxes have declined on the property)
- 2) Viability and Timeliness (for occupation of abandoned property)
(The property has been vacant for 12 months or more, that it has been marketed for 6 months or more and that there is certain financial documentation)
- 3) Assistance and Necessity
(That "but for" the abatement, the project /occupancy would not proceed)
- 4) Increased Tax Revenue and Employment
(That the project reasonably will result in an increase in property tax and employment)

Building Permits Issued for Subject

In considering the "but for" requirement, the Commission is advised that building permits have been sought and issued for the subject property. Below is a record of all building permits (five) that have been issued to the subject property since 2013, including 4 building permits issued earlier this year.

- Permit 13-00078: Window Door replacement – issued 2013
- Permit 15-0169: Interior Commercial Remodel – issued 2015

- Permit 15-0403: Commercial Fence – issued 2015
- Permit 15-0866: Tree Removal – issued 2015
- Permit 15-0817: Fire Sprinkler – issued 2015

Past Consents by Village

The Village has not had a long history of petitioners seeking consent to a Cook County property tax abatement. In its history, only three Cook County property tax abatement requests have been requested and consented to by the Village. These are:

- 1) Hamoon LLC for 3730 Morse Avenue in 2005 (6b tax abatement)
- 2) Z Bakery for 3665 Lunt Avenue in 2013 (6b tax abatement)
- 3) R&R Global for 6850 McCormick Blvd. in 2015 (7b tax abatement)

Commission Review

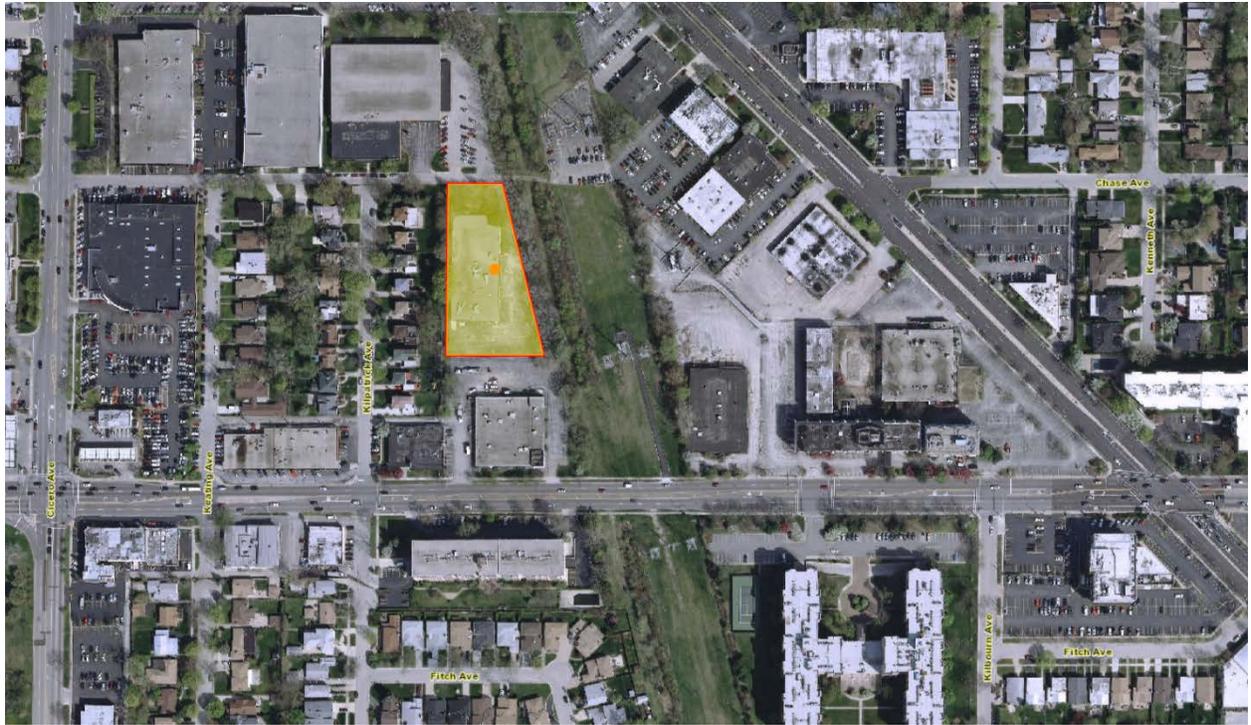
Upon its review, the Commission can make a recommendation on this matter or if it finds merit with the request but additional review is necessary, proceed to engage Kane McKenna and Associates to analyzed and review the request. At our meeting on Wednesday the applicant and/or their attorney are expected to be present to help answer questions Commissioners may have concerning this request.

Attachments

1. Map/Aerial of Subject Property
2. Cook County Class 7c Bulletin
3. Cook County Incentive Classification-Initial Questionnaire (“IC-IQ”)
4. Applicant’s Proposed County Class 7c Tax Abatement Application
5. Applicants’ Village Economic Incentive Application
6. Applicant’s Additional Documents Supporting Abatement Application

4655 Chase Avenue Lincolnwood

(highlighted in yellow)





CLASS 7c

ELIGIBILITY BULLETIN

The Class 7c Incentive and Its Benefits

The Class 7c Incentive – Commercial Urban Relief Eligibility (CURE) of the Cook County Real Property Assessment Classification Ordinance ("Ordinance") is intended to encourage commercial projects which would not be economically feasible without assistance. The five-year (5) incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated; the utilization of vacant structures abandoned for at least twelve (12) months, including the land upon which they are situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation.

Projects which qualify for the Class 7c incentive will receive a reduced assessment level of ten percent (10%) of fair market value for the first three years, fifteen percent (15%) for the fourth year and twenty percent (20%) for the fifth year. Without this incentive, commercial property would normally be assessed at twenty-five percent (25%) of its market value.

The Class 7c incentive is available to "real estate used primarily for commercial purposes", which is defined in the Ordinance as:

"Any real estate used primarily for buying and selling of goods and services, or for otherwise providing goods and services, including any real estate used for hotel and motel purposes."
[74-62]

Where projects qualify for the incentive as new construction or reoccupied abandoned property, the incentive will apply to them in their entirety, including the land upon which they are located. For projects involving substantial rehabilitation of existing structures, the incentive applies to the added value which is attributable to the rehabilitation and to the land, if vertical or horizontal square footage has been added, in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel. (***Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.***) The reduced assessment continues for five years from the date that the new construction or substantial rehabilitation is completed and substantial occupied or, in the case of abandoned property, from the date of substantial reoccupation.

Under the Ordinance, "abandoned property" qualifies if it consists of:

"Buildings and other structures that, after having been vacant and unused for at least 12 continuous months."

Abandonment for twelve (12) consecutive months may be evidenced by utility bills, Internal Revenue Service statements, certified business statements, and records of building code violations. Proof of re-

occupancy may be evidenced by sworn statements from persons with knowledge, occupancy permits and utility statements.

Eligibility Requirements

The four (4) mandatory eligibility factors of the Ordinance are as follows:

1. Real Estate Tax Analysis:

That the Property's (the real estate that is subject of the Incentive application) Assessed Value, Equalized Assessed Value or Real Estate taxes for three of the last six years, have declined or remained stagnant due to the depressed condition;

2. Viability and Timeliness:

There is a reasonable expectation that the development, re-development or rehabilitation of the commercial development project is viable and likely to go forward on a reasonably timely basis if granted Class 7c designation and will therefore result in the economic enhancement of the property. Therefore, submitted evidence of economic viability and timely completion of the project should be relevant and specific in addressing the following points:

A. New Construction and Rehabilitation Incentive

- i) **Construction Documentation:** architectural exhibits and building plans; site plans demonstrating the relationship of the proposed development to its private and public surroundings including open spaces, service areas, driveways, parking areas, walks and adjacent streets, sidewalks and buildings; a description of structures to be demolished and of buildings to be rehabilitated or reoccupied. The applicant must provide a development schedule which at least includes the starting date of construction, the projected completion of construction and the projected date for occupancy.
- ii) **Financial Documentation:** Income Tax Statements for the last three (3) years, including Schedule E's and/or recent appraisals. A description of any lawful, participation agreement between the developer and any taxing districts for the sharing of future profits should also be included.
- iii) **Owners, Developers, Prime Tenants and other Interested Parties:** The business experience and financial strength of the participants is important to the project's viability. The applicant should therefore provide sufficiently detailed information about the developers, owners, prime tenants, and any other interested parties, including their names and addresses. Information about owners must include all general and limited partners and beneficiaries of a land trust. Any material, legal or tax liabilities, which might affect the project's viability must be disclosed.

B. Vacancy Incentive:

- i. **Evidence of Vacancy:** The development must be vacant for 12 months or more.
- ii. **Evidence of Marketing:** Documents evidencing that the property was marketed for 6 months or more.
- iii. **Financial Documentation:** Income Tax Statements for the last three (3) years, including Schedule E's and/or recent appraisals. A description of any lawful, participation agreement between the developer and any taxing districts for the sharing of future profits should also be included.

3. Assistance and Necessity:

Certification of the commercial development project for Class 7c designation will:

A. "But For" Certification: The Incentive materially assists development, redevelopment or rehabilitation of the property and the commercial development property would not go forward without the full Incentive offered under Class 7c.

B. Condition Subsequent Certification: Be economically feasible when the incentive expires.

4. Increased Tax Revenue and Employment:

Certification of the commercial development project for Class 7c designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities of the property. The applicant must supply a statistical analysis projecting the added real estate tax revenue and employment which will result from the development, with and without the incentive. Employment figures should be categorized to show projections for new full and part-time employment and for temporary construction employment.

Application Procedures

An Eligibility Application for Class 7c, accompanied by supporting documentation, must be submitted to the Assessor and the Bureau of Economic Development prior to the commencement of construction, rehabilitation or reoccupation. At the time of filing the application, a filing fee of \$500.00 must be paid.

The Application must include a resolution or ordinance from the municipality where the real estate is located or from the Cook County Board of Commissioners if the real estate is located in an unincorporated area.

The resolution or ordinance must expressly state that the municipality has reviewed the Incentive Classification Initial Questionnaire (IC - IQ), and that the four eligibility factors which must be present to demonstrate that the area is "in need of commercial development" are satisfied and that the municipality consents to and supports the Application.

To be eligible for a Certificate of Error (when applicable), the municipal resolution must explicitly state that they are in support of its issuance.

Where EDAC fails to return a finding stating whether the conditions of Subsection (a)(1) to (a)(4) of the ordinance are present within 30 days*, and upon further application of the requesting party to the Assessor's Office, the Assessor may conduct its own review of the application, supporting data and facts and may certify the commercial development for incentive classification and grant the incentive.

*Please note that the applicant must have submitted a full and complete application to the Bureau of Economic Development prior to requesting a review from the Assessor's Office.

During the term of the incentive, the Class 7c recipient must file an annual affidavit attesting to the use of the property and the number of workers employed at the Class 7c site. The affidavit must be verified and returned to the Assessor within twenty-one (21) days. Failure to file the triennial report within that time will result in the loss of the incentive.

Class 7c classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level. A renewal application must be filed, along with a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located (or by the County Board, if the property is located in an unincorporated area of Cook County). The resolution or ordinance must expressly state that the municipality or County, as the case may be, supports and consents to the renewal of the Class 7c incentive and that it has determined that use of the property is necessary and beneficial to the local economy. The notice of intent to request a renewal will be submitted to the Bureau of Economic Development. The owners must notify the Bureau of Economic Development of their intent to request this renewal prior to their requesting a resolution or ordinance from the municipality or County Board. An additional resolution will be required from the Economic Development Advisory Committee (EDAC). The number of renewal period requests is limited to one.

Please note that the incentive is cancellable by the taxpayer and revocable by the Assessor's Office, the Cook County Board or by the Municipality as provided by Ordinance. If the incentive is canceled or revoked, the taxpayer is required to pay back the savings, which is the difference between the incentive class and the classification the property would have been without the incentive, for the tax year that the cancellation or revocation occurred.



Incentive Classification - Initial Questionnaire "IC - IQ"

Municipalities constitute the primary mechanism in evaluating entities seeking an incentive classification. Among the myriad of elements that should be evaluated by the municipality (i.e., property tax rates, zoning, socio-economic issues, etc.), the IC-IQ can be utilized as part of the initial stages of evaluating parties seeking an incentive. The IC-IQ does not quantify business risk or the risk of granting an incentive to a business that may subsequently close its doors, nor does it quantify the distribution of the tax burden due to the granting of an incentive classification. Business risks are difficult to quantify, but a business can be asked to disclose sufficient information so that a municipality can make an informed decision for its constituency. The primary focus, therefore, of the IC-IQ is to allow the municipality to understand the basic aspects of the business and its structural issues causing it to seek an incentive. Understanding the business further allows the municipality to properly route the business to the correct incentive that may be applicable – or not.

The IC-IQ should not be the sole method in evaluating applicants. A municipality should develop a formalized process that includes the IC-IQ or portions thereof. A review of the property tax base and effects of the tax burden shift due to the temporary reduction in a level of assessment for the incentive (or other non-property tax code incentives/relief) is also an important aspect for a municipality to research and review prior to making a decision. In certain instances, certain information/data may be subject to laws and adherence to applicable laws for information/data sharing is the sole responsibility of the parties.

What is the Business?

- o Business Plan (Resource: SBA.Gov)
- o Adequacy of Business Plan

Reasoning: The business must be defined and understood as to what it does specifically is/does and whether it actually fits any incentive in the first instance (i.e., is the use industrial or commercial). A municipality should know specifically what the entity does or seeks to do in the community. For instance, manufacturing may result in greater infrastructure needs (i.e., water, sewage treatment, roads) or a distribution operation may require more upkeep for roads due to heavier traffic resulting in further unforeseen expenditures by the municipality. A more mature business will likely have a business plan in-hand while a less mature/entrepreneurial business may struggle with defining itself clearly.

COOK COUNTY ASSESSOR
JOSEPH BERRIOS



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118 NORTH CLARK STREET, CHICAGO, IL 60602
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Volume of business

- o Data on Business Volume

Reasoning: this level of information may be proprietary but necessary in making a determination of the ability to survive. For instance, information may show a decline in sales – this will allow for follow up questioning for reasons as to why (i.e., market forces have shifted, which may make the business uncompetitive). Accessibility to data also shows management quality (i.e., reams of register tape vs. QuickBooks spreadsheet).

What is the Workforce?

- o Number of Employees
- o Description of Employee Positions
- o Turnover

Reasoning: What type of workforce composes the business? A municipality may wish to understand the type of employment that is available in relation to requiring assistance with training and/or education for workforce qualification (i.e., local workforce training and hiring). Furthermore, documents indicating turnover will give an indication as to the level of turnover of employees, which may indicate management issues.

What are the Assets?

Equipment

- o Listing of Major Business Equipment (i.e., Lathes, Presses, Major Computer Systems, CNC machinery, or Plastic Injection Equipment).

Reasoning: whether the assets are new or fully depreciated will give an indication as to the maturity of the business, the level of investments being made into the business, and/or the planning and actual expenditures that have gone into the business. The value of the assets also provides insight as to money already invested, the type of business being pursued and the quality of business being pursued. A review of UCC statements is also a good idea.

Inventory Levels

- o Data on Inventory

Reasoning: knowing inventory levels will give an indication of the type of business, its inventory control mechanisms (i.e., Just in Time) providing an indication of management quality, and/or an indication of inability to sell and/or even lines of credit issues.

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Financing

1. Who is doing the financing?

a. If the financing in-house

i. Number of Years ____ Certified accounting statements

ii. Number of Years ____ Bank statements

iii. Number of Years ____ Tax Returns, IRS transcripts as a substitute

Reasoning: a business may be healthy enough to finance necessary expenditures for incentive classification (i.e., new construction/rehabilitation/re-occupation) and it also gives an indication of financial management (i.e., surplus creation ability in addition to planning provides a good indicator of management techniques).

b. If the financing is through a financial institution then:

o Financing Documents

o Loans/Credit Outstanding (how much is owed and to whom)

Reasoning: These documents provide information as to the amount being financed/outstanding in relation to the project and/or business. This will also give an indication as to continued operations or a new entrepreneurial startup. Also, if the financing is backed by the Small Business Administration (SBA), then that documentation should also be reviewed due to disclosure requirements for these types of loans.

o Communication with Financial Institution

Reasoning: A letter of understanding to the and from the financial institution between the municipality and financial institution should be provided indicating that the financial institution is aware that the business is in the process of seeking an incentive classification. Making the financial institution officially aware that the property is seeking an incentive classification may result in better interaction between the business and its financial institution, including adjustments in escrow. Independent communication is also important for the purposes of checks and balances.

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- c. In all instances, a municipality should review:
- Proof of payment of property taxes for the current year (is the current year paid)
 - Open-item bills for any back years (did they pay in the past)
 - Property tax appeals (what tax base has already been relieved)
 - Lawsuits (are the lawsuits in relation to business: copyright/patent/product liability or are they in relation to inability to pay: mortgage foreclosure/tax liens/credit).
List of Cases closed/pending _____
 - Recorded liens and lis pendens
List Records released/pending _____

Reasoning: the municipality should know at the initial stages of interaction to determine the applicant's monetary/liability exposure. Some exposure is typical of business as some litigation may occur from time to time relating to their business operation. However, certain exposure relating to finances should be more carefully reviewed as these may disclose "red flags".

SKIDELSKY & ASSOCIATES

LAW OFFICES

SUITE 1320

120 NORTH LASALLE STREET

CHICAGO, ILLINOIS 60602

TELEPHONE 312-251-9400

FACSIMILE 312-251-9404

November 10, 2015

Mr. Tim Clarke, Director
Community Development
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

Re: Class 7-C Classification Application
Chase Office, LLC (c/o Aperion Care, Inc.)
4655 Chase Avenue, Lincolnwood
Niles Township - Cook County, Vol. 124
Perm. No. 10-27-307-027-0000
Assessor Class 5-93

Dear Mr. Clarke:

The purpose of this letter is to request from the Village of Lincolnwood a Resolution in support of a Class 7-C incentive classification for the above-captioned property. The subject property is improved with an approximately 22,000 square foot single-story industrial building that was recently purchased by Chase Office, LLC (c/o Aperion Care, Inc., hereinafter "Aperion Care").

Aperion Care is a company that owns or leases (through related entities) nursing homes that provide post-hospital rehabilitation and long-term skilled nursing care. Currently, Aperion Care's home office is located at 8131 Monticello Avenue in Skokie, Illinois.

In support of such request, attached please find copies of the following:

- Tab No. 1. Cook County Assessor's Class 7-C Eligibility Application;
- Tab No. 2. Village of Lincolnwood Application for Economic Incentive;
- Tab No. 3. Affidavit by Mr. Yosef Meystel, an owner of the subject property;
- Tab No. 4. Affidavit by Mr. Armanouhi Arzomanian, previous owner of the subject property;
- Tab No. 5. 2012 Deed in connection with the purchase of the subject property by Mr. Armanouhi Arzomanian;
- Tab No. 6. Closing Statement in connection with the 2014 purchase of the subject property by Mr. Yosef Meystel;
- Tab No. 7. Illinois Real Estate Transfer Declaration in connection with the 2014 purchase of the subject property by Mr. Yosef Meystel;

SKIDELSKY & ASSOCIATES

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- Tab No. 8. 2014 Deed in connection with the purchase of the subject property by Mr. Yosef Meystel;
- Tab No. 9. Legal description of the subject property;
- Tab No. 10. Plat of Survey of the subject property;
- Tab No. 11. Sidwell Map of the subject property;
- Tab No. 12. Cook County Assessor printout for the subject property;
- Tab No. 13. Cook County Assessor Record Card for the subject property;
- Tab No. 14. Certificate of Payment of General Taxes - Property tax bills (2012 - 2014);
- Tab No. 15. Aperion Care brochure (does not include most recent acquisitions);
- Tab No. 16. Aperion Care, Inc. financial statements (2014);
- Tab No. 17. Aperion Care overall financial statements - all facilities operated (2014);
- Tab No. 18. Village of Lincolnwood Building Permit, dated April 28, 2015; and
- Tab No. 19. Anticipated floor plans if rehabilitation proceeds.

BRIEF HISTORY OF THE SUBJECT PROPERTY

The subject property was recently purchased by Aperion Care because the company has outgrown it's current location at 8131 Monticello Avenue in Skokie, Illinois. Moreover, the Lincolnwood area is centrally located in relation to many of Aperion Care's employees.

Attached hereto is a true and correct copy of the Settlement Statement reflecting a sale between Armine Consultancy, LLC, as seller, and Chase Office, LLC (c/o Aperion Care, Inc.), as purchaser, whereby the subject property was purchased for \$620,000 in an arm's-length transaction which closed on October 1, 2014.

Current ownership has been advised by prior ownership that the subject property was vacant from at least July, 2012, and probably prior to such date. The prior owner purchased the subject property out of bankruptcy on September 28, 2012. (See the attached Affidavit by Mr. Armanouhi Arzomanian).

The Company's relocation to Lincolnwood will depend on whether it receives approval of a Class 7-C incentive from the Village of Lincolnwood, the Cook County Assessor, and the Cook County Bureau of Economic Development. If not for re-occupancy of the subject property, the subject property will continue to deteriorate physically and will have a negative impact on the desirability of the area. In deciding to purchase the subject property, Aperion Care intended to apply for a 7-C classification. In fact, Aperion Care did not conclude the purchase of the subject property until after consulting with its real estate broker, its real estate tax attorney, and the Village of Lincolnwood's Community Development Department.

SKIDELSKY & ASSOCIATES

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EFFECT ON ANNUAL PROPERTY TAX BILL IF A CLASS 7-C INCENTIVE IS GRANTED BY THE VILLAGE OF LINCOLNWOOD

The 2014 real estate assessment is \$134,677 for the land and \$11,248 for the improvement, for a total of \$145,925 (see the attached printout from the Cook County Assessor's Office). Such assessment resulted in a 2014 tax bill of \$39,184.30 (Based on the 2014 Equalization Rate of 2.7253 and Tax Rate 9.853%). THE LOW IMPROVEMENT ASSESSMENT IS DUE TO THE FACT THAT THE SUBJECT PROPERTY WAS GRANTED TAX YEAR 2014 VACANCY RELIEF BY THE COOK COUNTY ASSESSOR. IN FACT, THE SUBJECT PROPERTY WAS GRANTED SUCH VACANCY RELIEF FOR THE PAST SEVERAL YEARS.

The Tax Year 2015 assessment is \$247,166, or a fair market value of \$988,664, based on a 25% level of assessment. Such assessment would result in approximate Tax Year 2015 property taxes of **\$66,370**, based on the 2014 Equalization Rate of 2.7253 and Tax Rate 9.853%.

Class 7-C

If granted a 7-C incentive, a 10% level of assessment will remain for the initial 3 years, be increased to 15% in the fourth year, be increased to 20% in the fifth year, and be increased to the regular 25% level of assessment for commercial/industrial properties in the sixth year.

Tax Year 2015

If granted a Class 7-C, the Tax Year 2015 assessment will be \$98,866, or a fair market value of \$988,664, based on a **10%** level of assessment. Such assessment would result in Tax Year 2015 property taxes of \$26,548, based on the 2014 Equalization Rate of 2.7253 and Tax Rate 9.853%.

Accordingly, if granted a Class 7-C incentive, the Tax Year 2015 savings will be approximately \$39,822 (\$66,370 - \$26,548)

SKIDELSKY & ASSOCIATES

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Tax Year 2016

If granted a Class 7-C, and if the Tax Year 2016 assessment will be \$98,866, or a fair market value of \$988,664, based on a 10% level of assessment. Such assessment would result in Tax Year 2016 property taxes of \$26,548, based on the 2014 Equalization Rate of 2.7253 and Tax Rate 9.853%.

Accordingly, if granted a Class 7-C incentive, the Tax Year 2016 savings will be approximately \$39,822 (\$66,370 - \$26,548)

Tax Year 2017

If granted a Class 7-C, and if the Tax Year 2017 assessment will be \$98,866, or a fair market value of \$988,664, based on a 10% level of assessment. Such assessment would result in Tax Year 2017 property taxes of \$26,548, based on the 2014 Equalization Rate of 2.7253 and Tax Rate 9.853%.

Accordingly, if granted a Class 7-C incentive, the Tax Year 2017 savings will be approximately \$39,822 (\$66,370 - \$26,548)

Tax Year 2018

If granted a Class 7-C, and if the Tax Year 2018 assessment will be \$148,300, or a fair market value of \$988,664, based on a 15% level of assessment. Such assessment would result in Tax Year 2018 property taxes of \$39,822, based on the 2014 Equalization Rate of 2.7253 and Tax Rate 9.853%.

Accordingly, if granted a Class 7-C incentive, the Tax Year 2018 savings will be approximately \$26,548 (\$66,370 - \$39,822)

Tax Year 2019

If granted a Class 7-C, and if the Tax Year 2019 assessment will be \$197,733, or a fair market value of \$988,664, based on a 20% level of assessment. Such assessment would result in Tax Year 2019 property taxes of \$53,096, based on the 2014 Equalization Rate of 2.7253 and Tax Rate 9.853%.

Accordingly, if granted a Class 7-C incentive, the Tax Year 2019 savings will be approximately \$13,274 (\$66,370 - \$53,096)

SKIDELSKY & ASSOCIATES

LAW OFFICES

Mr. Tim Clarke, Director

November 10, 2015

Page Five

Tax Years 2015 - 2019 Tax Savings (Summary)

| | | |
|---------------|----|----------------------|
| Tax Year 2015 | \$ | 39,822 |
| Tax Year 2016 | \$ | 39,822 |
| Tax Year 2017 | \$ | 39,822 |
| Tax Year 2018 | \$ | 26,548 |
| Tax Year 2019 | \$ | <u>13,274</u> |
| TOTAL | \$ | 159,288 (ESTIMATION) |

NUMBER OF EMPLOYEES AT APERION CARE

Currently, Aperion Care employs approximately 65 employees at its Skokie home-office location. It is estimated that approximately 35 new employees will be added if the office is re-located to the subject property.

In addition, Aperion Care employs an additional approximately 975 employees in Cook County working at nursing homes owned or leased by Aperion Care related entities. Aperion Care's relocation to Lincolnwood will depend on whether it receives approval of a Class 7-C incentive from the Village of Lincolnwood, the Cook County Assessor, and the Cook County Bureau of Economic Development.

CONCLUSION

Therefore, we respectfully that the Village of Lincolnwood issue a Resolution in support of a Class 7-C incentive classification for the subject property.

Moreover, due to the fact that the Class 7-C incentive is only for a five year period (as opposed to the typical ten-year incentive period), and due to the fact that ownership intends to invest substantial sums of money in rehabilitating the subject property, we respectfully request that the Village of Lincolnwood support renewal of the Class 7-C incentive so that it lasts for a ten-year period of time.

Very Truly Yours,

SKIDELSKY & ASSOCIATES



Alan Skidelsky

COOK COUNTY ASSESSOR
JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 7C
ELIGIBILITY APPLICATION

CONTROL NUMBER

Carefully review the Class 7c Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, a filing fee of \$500.00, and supporting documentation must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the of Reoccupation of Vacant/Abandoned Property.

Applicant Information

CHASE OFFICE, LLL
Name: 40 APERION CARE, INC. Telephone: (847) 673-6767
Address: 8131 MONTICELLO AVENUE
City: SKOKIE State: IL Zip Code: 60076
Email: _____

Contact Person (if different than the Applicant)

Name: ALAN SKIDELSKY
Company: SKIDELSKY & ASSOCIATES
Address: 120 N. LA SALLE STREET, SUITE 1320
City: CHICAGO State: IL Zip Code: 60602
Email: ASKIDELSKY@SKIDELSKYLAW.COM Telephone: (312) 251-9400

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 4655 W. CHASE AVENUE
Permanent Real Estate Index Number: 10-27-307-027-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: LINCOLNWOOD State: IL Zip Code: 60712
Township: NILES Existing Class: 5-93

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Property Use

General Description of Proposed Property Usage: OWNER-OCCUPIED OFFICE BUILDING

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Attach copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A)
- Substantial Rehabilitation (Read and Complete Section A)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property
(Read and Complete Section B)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (excluding demolition if any): _____

Estimated date of construction completion: _____

Total redevelopment cost, excluding land: \$ _____

Attach copies of the following:

___ **Construction Documentation:**

- ___ Architectural Plans
- ___ Description of Improvement to be demolished or reoccupied
- ___ Development Schedule
- ___ Permits

___ **Financial Documentation**

- ___ Income Tax Statements (last three years)
- ___ Recent Appraisal (for Substantial Rehabilitation projects)
- ___ Agreements with any taxing district for sharing profits

___ **Identification of Persons Having an Interest in the Property**

SECTION B (VACANT/ABANDONED PROPERTY)

Application must be made to Assessor prior to reoccupation

If the proposed development consists of the re-occupancy of *abandoned property* (*property must be twelve months or more vacant*), provide the following information:

1. Vacancy Information:

a. How long has the property been vacant?

AT LEAST SINCE JULY, 2012.

b. When and by whom was the subject property last occupied and used?

UNKNOWN, PREVIOUS OWNER PURCHASED THE PROPERTY ON SEPT. 28, 2012, BUT NEVER OCCUPIED THE PROPERTY.

2. Attach copies of the following documents:

- Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment
- Records (such as statements of utility companies), indicating that the property has been vacant and unused and the duration of such vacancy
- Records indicating that the property was marketed for 6 continuous months
- Income Tax Statements (last three years)

3. If a sale has taken place:

Estimated date of reoccupation: SPRING 2016

Date of purchase: OCT. 1, 2014

Name of purchaser: CHASE OFFICE, LLC

Name of seller: ARMINE CONSULTANCY, LLC

Relationship of purchaser to seller: NONE

Attach copies of the following documents:

- (a) sale contract
- (b) recorded deed
- (c) assignment of beneficial interest
- (d) real estate transfer declaration

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? 75 (APPROXIMATELY)

How many permanent full-time and part-time employees do you currently employ in Cook County?

Full-time: 770 Part-time: 270

How many new permanent full-time jobs will be created as a result of this proposed development?

30

How many new permanent part-time jobs will be created as a result of this proposed development?

5

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 7C Application and that it finds Class 7C necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 7C incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal" requesting the Class Change be applied to the property.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature: 
Print Name: YOSEF MEYSTEEL

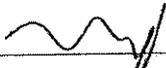
Date: 11/9/15
Title: MEMBER

*Note: If title to the property is held in trust or by a corporation or a partnership, this Class 7C Eligibility Application must be signed by a beneficiary, officer or general partner.

REVOCATION OR CANCELLATION AGREEMENT

In return for receiving the Class 7c incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a voluntary cancellation of the Incentive or upon revocation, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the Class 7c classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the incentive was revoked or cancelled during which the property was being assessed with the Class 7c classification. Failure of the undersigned to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability, which may be enforced against the owners. Further, the undersigned certifies that he/she has read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as to those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true. The undersigned further certifies that he/she has received and reviewed a copy of the COOK COUNTY LIVING WAGE ORDINANCE.

I, the undersigned, hereby agree to be bound by the terms of the revocation or cancellation agreement.

| | | |
|---------------------|---|----------------|
| _____ Signature |  | _____ Date |
| _____ Print Name | YOSIE / Meyster | _____ Title |

**Note: If title to the property is held in trust or by a corporation or a partnership, this Class 7c Eligibility Application must be signed by the beneficiary, officer and/or general partner.*

Revised 12/08/14

**Village of Lincolnwood
Application for Economic Incentive**

Applicant's Information

Legal Name of Applicant CHASE OFFICE, LLC c/o APERION CARE, INC.
Illinois Business Tax Number _____
Contact Person YOSEF MEYSEL Title MEMBER
Current Address 8131 MONTICELLO AVENUE, SKOKIE, IL 60076
Office Phone Number 847-673-6767 Fax Number 847-673-6768
Alternate Phone Number (identify such as cell) _____
E-mail address YMEYSEL@APERIONCARE.COM

If represented by Counsel or otherwise, identify by completing the following:

Name ALAN SKIDELSKY
Firm SKIDELSKY & ASSOCIATES
Address 120 N. LASALLE STREET, SUITE 1320, CHICAGO, IL 60602
Office Phone Number 312-251-9400 Fax Number 312-251-9404
Alternate Phone number (identify such as cell) _____
E-mail address ASKIDELSKY@SKIDELSKYLAW.COM

Subject Property

Identify the location of the property in the Village which is the subject of this application

Address 4655 W. CHASE AVENUE, LINCOLNWOOD, IL 60712
Property Identification Number(s) [(PIN(s))] 10-27-304-027-0000
Total Size of Property 22,000 SQUARE FEET
Current Use VACANT
Total Annual Property Taxes Paid (most recent) Amount \$39,184.30 (2014)
Is the Subject property currently owned by the Applicant Yes No
If yes, give date of purchase OCTOBER 1, 2014
If not, identify the current property owner:
Name _____
Address _____

Summary of Request

Summarize below the incentive amount requested, proposed terms of an agreement, such as the structure of payments and length. Identify proposed Village revenue sources for payment of the requested incentive and any sharing percentage. Attach further detail and revenue projections as necessary.

This request is for (mark one):
Sales Tax Rebate Property Tax Increment (TIF) Other (Identify) ASSESSOR CLASS 7C
Total Dollar Amount of Assistance Requested: \$ N/A
Proposed Village Revenue Source: N/A
Proposed Period of Incentive: N/A
Proposed Structure/Terms of Incentive (detail in space below):

Project Summary

Identify and explain below, *ONLY in the space provided*, short answers. Provide additional/supplemental information and supporting documentation as an attachment to detail the request and support the applicant's claim.

Describe the Proposed Project and Nature of Request.

RE-OCCUPANCY AND REHABILITATION OF 4655 W. CHASE AVENUE,
LINCOLNWOOD.

REQUEST FOR COOK COUNTY ASSESSOR CLASS 7-C INCENTIVE.

What is the total private investment proposed for this project? ^{APPROXIMATELY} \$ 2,000,000.00

Identify and provide a breakdown by major category of this investment amount.

THE PURCHASE PRICE OF \$620,000 IS NOT INCLUDED IN THE \$2,000,000 COST OF REHABILITATION.

Are there extraordinary cost(s) involved in the proposed project? Yes No

If yes, list and identify amounts and why they are considered extraordinary project costs.

Has the applicant requested or received any other governmental assistance related to this proposed project? If yes, identify and explain below. Yes No

Has the applicant ever requested or received an economic incentive from the Village? Yes No
If yes, identify below.

Is zoning approval required for this project? Yes No
If yes, identify and provide status.

Project Summary (continued)

Identify and explain below, *ONLY in the space provided*, short answers. Provide additional/supplemental information and supporting documentation as an attachment to detail the request and support the applicant's claim.

Indicate/explain how the requested incentive structure and amount was determined.

IF GRANTED A 7-C INCENTIVE, A 10% LEVEL OF ASSESSMENT WILL REMAIN FOR THE INITIAL 3 YEARS, BE INCREASED TO 15% IN THE FOURTH YEAR, BE INCREASED TO 20% IN THE FIFTH YEAR, AND BE INCREASED TO THE REGULAR 25% LEVEL OF ASSESSMENT FOR COMMERCIAL/INDUSTRIAL PROPERTIES IN THE SIXTH YEAR.

FIVE-YEAR SAVINGS IN PROPERTY TAXES ARE ESTIMATED AT \$159,288 (SEE THE ATTACHED BRIEF FOR AN EXPLANATION).

Explain why Village economic assistance is necessary and requested for this project.

VILLAGE RESOLUTION IN SUPPORT OF A CLASS 7-C INCENTIVE IS REQUIRED BY COOK COUNTY.

Will this project proceed without the assistance requested being granted? Yes No

Explain in the space below.

IN DECIDING TO PURCHASE 4655 W. CHASE AVENUE, LINCOLNWOOD, APERION CARE INTENDED TO APPLY FOR A 7-C CLASSIFICATION. IN FACT, APERION CARE DID NOT CONCLUDE THE PURCHASE OF THE SUBJECT PROPERTY UNTIL AFTER CONSULTING WITH ITS REAL ESTATE BROKER, ITS REAL ESTATE TAX ATTORNEY, AND THE VILLAGE OF LINCOLNWOOD'S COMMUNITY DEVELOPMENT DEPARTMENT.

THE PROPERTY TAX SAVINGS WERE FACTORED INTO THE COST OF RE-LOCATING TO 4655 W. CHASE AVENUE, LINCOLNWOOD.

Identify the benefits that will accrue to the Village as a result of this proposed project.

1. RE-OCCUPANCY AND REHABILITATION TO CODE OF A VACANT 22,000 SQUARE FEET INDUSTRIAL BUILDING; AND
2. APPROXIMATELY 100 JOBS RELOCATED TO LINCOLNWOOD

Additional Information

In the space provided below, highlight and summarize any other pertinent information you believe is important in the consideration of this request.

Note to Applicant: This application form is intended only to highlight and summarize your request for an economic incentive. Attach additional explanation or detail regarding the proposal and request as necessary. Depending on the nature of the request, documentation such as revenue projections, site plans, experience of the applicant, project timetable, pro forma, etc. will be necessary.

Acknowledgement by Applicant

Pursuant to Ordinance 2003-2625, an applicant for an economic incentive is required to reimburse the Village at a rate of 115% of any and all actual out-of-pocket costs incurred by the Village in the review of this application. Generally these costs are for Village fiscal and legal review of the request and any miscellaneous expenses. Applicant understands that after initial consideration of this application by the Economic Development Commission, an Application Deposit in the amount of \$3,000 shall be due and must be tendered to the Village for further consideration of this application. This initial deposit shall be held in a non-interest bearing account to reimburse the Village, pursuant to this Ordinance, its out-of-pocket costs in the review of this application. Subsequent deposits by the applicant may be required depending on the nature, length and complexity of the review. A complete accounting of all out-of-pocket review costs shall be provided to the applicant. The applicant is further advised that should the Village Board authorize the preparation of an incentive agreement with the applicant, an additional deposit of \$10,000 or 1% of the incentive amount, whichever is greater, shall be required prior to development of such an agreement. **THE FILING OF THIS APPLICATION FORM WITH THE VILLAGE AND THE PAYMENT OF ANY FEES REQUIRED HEREUNDER DOES NOT CONSTITUTE A RECOMMENDATION IN FAVOR OF THE INCENTIVE PROPOSAL HEREIN NOR VILLAGE BOARD APPROVAL OF APPLICANT'S REQUEST FOR AN INCENTIVE, NOR DOES IT GUARANTEE RECOMMENDATION OR APPROVAL OF THE SAME BY EITHER PUBLIC BODY.**

Applicant's Name _____ Title MEMBER

Signature YOSEF MEYSTER Date 11/9/15

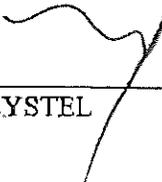
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AFFIDAVIT

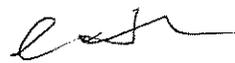
NOW COMES YOSEF MEYSTEEL, who, being first duly sworn on oath, states and deposes as follows:

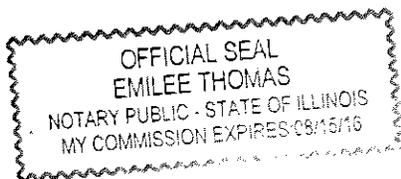
1. I am a Member of Chase Office, LLC, the company that owns the property located at 4655 W. Chase Avenue in Lincolnwood, Illinois and identified by Cook County Permanent Index Number 10-27-307-027-0000 located in Niles Township, Volume 124. This property is hereinafter referred to in this Affidavit as “the subject property.” In such capacity, I have first-hand knowledge of the statements made in this Affidavit.
2. The subject property is improved with an approximately 22,000 square foot single-story industrial building.
3. I am also an owner of Aperion Care, Inc. (hereinafter “Aperion Care”), a company that owns or leases (through related entities) nursing homes that provide post-hospital rehabilitation and long-term skilled nursing care. Currently, Aperion Care’s home office is located at 8131 Monticello Avenue in Skokie, Illinois.
4. Attached hereto is a true and correct copy of the Settlement Statement reflecting a sale between Armine Consultancy, LLC, as seller, and Chase Office, LLC (c/o Aperion Care, Inc.), as purchaser, whereby the subject property was purchased for \$620,000 in an arm’s-length transaction which closed on October 1, 2014.
5. The subject property was recently purchased because Aperion Care has outgrown it’s current location at 8131 Monticello Avenue in Skokie, Illinois. Moreover, the Lincolnwood area is centrally located in relation to many of Aperion Care’s employees.
6. I was advised by prior ownership that the subject property has been vacant from at least July, 2012, and probably prior to such date. The prior owner purchased the subject property out of bankruptcy on September 28, 2012. (See the attached Affidavit by Mr. Armanouhi Arzomanian).

7. The Company's relocation to Lincolnwood will depend on whether it receives approval of a Class 7-C incentive from the Village of Lincolnwood, the Cook County Assessor, and the Cook County Bureau of Economic Development. If not for re-occupancy of the subject property, the subject property will continue to deteriorate physically and will have a negative impact on the desirability of the area. In deciding to purchase the subject property, Aperion Care intended to apply for a 7-C classification. In fact, Aperion Care did not conclude the purchase of the subject property until after consulting with its real estate broker, its real estate tax attorney, and the Village of Lincolnwood's Community Development Department.


YOSEF MEYSTEL

SIGNED AND SWORN TO
before me this 10
day of November, 2015


NOTARY PUBLIC



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

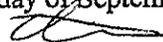
AFFIDAVIT

NOW COMES ARMANOUHI ARZOMANIAN who, being first duly sworn on oath, states and deposes as follows:

1. I am a Member of Armine Consultancy, LLC, the company that owns the property located at 4655 W. Chase Avenue in Lincolnwood, Illinois and identified by Cook County Permanent Index Number 10-27-307-027-0000 located in Niles Township, Volume 124. This property is hereinafter referred to in this Affidavit as "the subject property." In such capacity, I have first-hand knowledge of the statements made in this Affidavit.
2. The subject property is improved with an approximately 20,000 square foot single-story office building.
3. I first visited the subject property during July, 2012. During such visit, the subject property was vacant.
4. Attached hereto is a true and correct copy of the Special Warranty Deed reflecting a sale between PB IL OREO, LLC, as seller, and Armine Consultancy, LLC, as purchaser, whereby the subject property was purchased for \$450,000 in an arm's-length transaction which closed on September 28, 2012.
5. It was my plan to develop and operate at the subject property an adult day-care center. However, due to lack of funds and time, I was forced to abandon such plans.
6. Accordingly, I plan to sell the subject property on September 30, 2014.
7. Attached hereto is a true and correct copy of the Purchase and Sale Agreement reflecting a future sale between Armine Consultancy, LLC, as seller, and BM Equities, LLC, as purchaser, whereby the subject property will be sold for \$620,000 in an arm's-length transaction which will likely close on September 30, 2014.
8. The subject property has been 100% vacant from July, 2012 and is expected to remain 100% vacant through the September 30, 2014 anticipated sale date.


ARMANOUHI ARZOMANIAN

SIGNED AND SWORN TO
before me this 9-29-14
day of September, 2014


NOTARY PUBLIC



AFTER RECORDING RETURN TO:

Armine Consultancy
9605 Keeler Ave
Skokie IL 60076

PERMANENT INDEX NUMBER:

10-27-307-027-0000

PROPERTY ADDRESS:

4655 W. Chase Ave
Lincolnwood, Illinois 60712



Doc#: 1227833176 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/04/2012 02:38 PM Pg: 1 of 8

SPECIAL WARRANTY DEED

THIS INDENTURE is made as of September ^{28th}, 2012 between PB IL OREO, LLC, an Illinois limited liability company, having an address of 70 W. Madison Street, Suite 200, Chicago, Illinois 60602 (the "Grantor"), and ARMINE CONSULTANCY LLC, having an address of 9605 Keeler, Skokie, Illinois 60076 (the "Grantee");

WITNESSETH, Grantor, for and in consideration of the sum of Ten Dollars in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby GRANT, SELL AND CONVEY unto the Grantee, its successors and assigns, the following described real estate, together with any and all improvements located thereon and all rights, easements and appurtenances thereto in any way belonging (collectively, the "Property"), situated in the County of Cook, State of Illinois, and described on Exhibit A attached hereto.

Grantor hereby covenants, promises and agrees, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property granted is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND.

BOX 15

FIDELITY NATIONAL TITLE 52001553

[SIGNATURE PAGE FOLLOWS]

S Y
P o
S N
SC Y
INT N

Exhibit A

Legal Description

THE NORTH 363.00 FEET (THE SOUTH LINE OF SAID NORTH 363.00 FEET BEING DRAWN AT RIGHT ANGLES TO THE WEST LINE) OF THAT CERTAIN PART OF THE EAST 3/4 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT FROM SAID TRACT THE WEST 498.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER:

10-27-307-027-0000

PROPERTY ADDRESS:

4655 W. Chase
Lincolnwood, Illinois 60712

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

The undersigned, PB IL OREO, LLC, having an address of 70 W. Madison Street, Suite 200, Chicago, Illinois 60602, hereby states that the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

 X Said Act is not applicable as the grantor own no adjoining property to the premises described in said deed;

- OR -

~~The conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.~~

- ~~2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.~~
- ~~3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.~~
- ~~4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.~~
- ~~5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.~~
- ~~6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.~~
- ~~7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.~~
- ~~8. Conveyances made to correct descriptions in prior conveyances.~~
- ~~9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.~~
- ~~10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any~~

Page 2

~~subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318, 1 eff. October 1, 1977.~~

Affiant further states that he/she makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

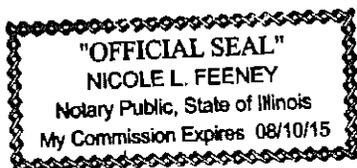
Dated as of September __, 2012

PB IL OREO, LLC

By: Andrew J. Cathelin
Its: _____

Subscribed and sworn to before me
this 24th day of September, 2012

Nicole L. Feeney
NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

ATTACH TO ALL EXEMPT DEEDS

Village of Lincolnwood
Attention: Water Billing Division
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

**VILLAGE OF LINCOLNWOOD
CERTIFICATE OF PAYMENT
OF WATER SERVICE CHARGES AND OTHER MONETARY CHARGES
OWED THE VILLAGE**

The undersigned, Director of Finance or his designee for the Village of Lincolnwood, Cook County, Illinois, certifies that the water service charges, plus penalties for delinquent payments, if any, and other monetary charges owed the Village by the property owner for the following described property have been paid in full as of the date of issuance set forth below.

Title Holder's Name: PB IL Oreo, LLC

Mailing Address: 4655 W. Chase Avenue
Lincolnwood, IL 60712

Telephone No.: _____

Attorney or Agent: _____

Telephone No.: _____

Property Address: 4655 W. Chase Avenue
Lincolnwood, IL 60712

Property Index Number (PIN): 10-27-307-027-0000

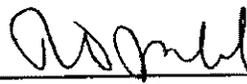
Water Account Number: 102990-000

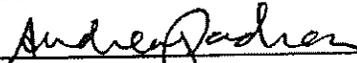
Date of Issuance: 9/20/12

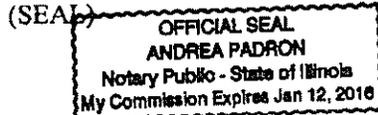
State of Illinois)
County of Cook)

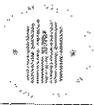
VILLAGE OF LINCOLNWOOD

This instrument was acknowledged before me
on 9/20/12, by Andrea Padron.

By: 
Robert J. Merkel
Finance Director


(Signature of Notary Public)





A. Settlement Statement (HUD-1)

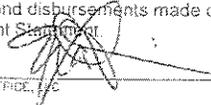
| | | | | | | | |
|---|--|---|---|---|--|---|--|
| B. Type of Loan | | | | | | | |
| 1 <input type="checkbox"/> FHA | | 2 <input checked="" type="checkbox"/> RHS | | 3 <input type="checkbox"/> Conv. Unins. | | 6. File Number | |
| 4 <input type="checkbox"/> VA | | 5 <input type="checkbox"/> Conv. Ins. | | 141069CL | | 7. Loan Number | |
| 8. Mortgage Insurance Case Number | | | | | | | |
| C. Note. This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. | | | | | | | |
| D. Name and Address of Borrower CHASE OFFICE, LLC 8131 MONTICELLO AVE SKOKIE, IL 60076 | | | E. Name and Address of Seller ARMINE CONSULTANCY LLC 4655 W. CHASE AVE. LINCOLNWOOD, IL 60712 | | | F. Name and Address of Lender | |
| G. Property Location 4655 W. CHASE AVE. LINCOLNWOOD, IL 60712 | | | | H. Settlement Agent (PH: (224) 330-1866) CAMBRIDGE TITLE COMPANY 400 CENTRAL AVE, #230, NORTHFIELD, IL 60093 | | | |
| | | | | Place of Settlement 3100 DUNDEE RD., STE 905 NORTHBROOK, IL 60062 | | I. Settlement Date 10/01/14 DD: 10/01/14 | |
| J. SUMMARY OF BORROWER'S TRANSACTION: | | | | K. SUMMARY OF SELLER'S TRANSACTION: | | | |
| 100. GROSS AMOUNT DUE FROM BORROWER | | | | 400. GROSS AMOUNT DUE TO SELLER | | | |
| 101. Contract sales price | | 620,000.00 | | 401. Contract sales price | | 620,000.00 | |
| 102. Personal property | | | | 402. Personal property | | | |
| 103. Settlement charges to borrower (line 1400) | | 917.00 | | 403. | | | |
| 104. | | | | 404. | | | |
| 105. | | | | 405. | | | |
| Adjustments for items paid by seller in advance | | | | Adjustments for items paid by seller in advance | | | |
| 106. City/town taxes | | to | | 406. City/town taxes | | to | |
| 107. County taxes | | to | | 407. County taxes | | to | |
| 108. Assessments | | to | | 408. Assessments | | to | |
| 109. | | | | 409. | | | |
| 110. | | | | 410. | | | |
| 111. | | | | 411. | | | |
| 112. | | | | 412. | | | |
| 120. GROSS AMOUNT DUE FROM BORROWER | | | | 420. GROSS AMOUNT DUE TO SELLER | | | |
| | | 620,917.00 | | | | 620,000.00 | |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER | | | | 500. REDUCTIONS IN AMOUNT TO SELLER | | | |
| 201. Deposit or earnest money | | 25,000.00 | | 501. Excess Deposit (see instructions) | | | |
| 202. Principal amount of new loan(s) | | | | 502. Settlement charges to seller (line 1400) | | 47,322.00 | |
| 203. Existing loan(s) taken subject to | | | | 503. Existing loans taken subject to | | | |
| 204. | | | | 504. Payoff of first mortgage loan | | 225,896.24 | |
| 205. | | | | 505. Payoff of second mortgage loan | | | |
| 206. | | | | 506. PAYOFF TO MICHAEL MONACO | | 30,000.00 | |
| 207. | | | | 507. Deposit being disbursed as proceeds (25,000.00) | | | |
| 208. | | | | 508. PAYOFF TO RAFFI ARZUMANIAN | | 32,000.00 | |
| 209. | | | | 509. PAYOFF TO S.H. & ASSOCIATES INC. | | 176,966.66 | |
| Adjustments for items unpaid by seller | | | | Adjustments for items unpaid by seller | | | |
| 210. City/town taxes | | to | | 510. City/town taxes | | to | |
| 211. County taxes | | 01/01/14 to 10/01/14 | | 511. County taxes | | 01/01/14 to 10/01/14 | |
| 212. Assessments | | to | | 512. Assessments | | to | |
| 213. | | | | 513. | | | |
| 214. | | | | 514. | | | |
| 215. | | | | 515. | | | |
| 216. | | | | 516. | | | |
| 217. | | | | 517. | | | |
| 218. | | | | 518. | | | |
| 219. | | | | 519. | | | |
| 220. TOTAL PAID BY / FOR BORROWER | | | | 520. TOTAL REDUCTION AMOUNT DUE SELLER | | | |
| | | 52,937.08 | | | | 540,121.98 | |
| 300. CASH AT SETTLEMENT FROM OR TO BORROWER | | | | 600. CASH AT SETTLEMENT TO OR FROM SELLER | | | |
| 301. Gross amount due from borrower (line 120) | | 620,917.00 | | 601. Gross amount due to seller (line 420) | | 620,000.00 | |
| 302. Less amounts paid by/for borrower (line 220) | | 52,937.08 | | 602. Less reduction amount due to seller (line 520) | | 540,121.98 | |
| 303. CASH | | FROM BORROWER | | 603. CASH | | TO SELLER | |
| | | 567,979.92 | | | | 79,878.02 | |

| L. SETTLEMENT CHARGES: | | File Number: 141069CL | | |
|---|----------------|-----------------------|---------------|-----------|
| 700. Total Real Estate Broker Fees | | 37,200.00 | | |
| Division of commission (line 700) as follows: | | | | |
| 701 \$ | 37,200.00 to | VANDON FORBES | | |
| 702 \$ | | to | | |
| 703. Commission paid at Settlement | | | | |
| 704 | | VANDON FORBES | | 37,200.00 |
| 705. | | | | |
| 800. Items Payable in Connection with Loan | | | P.O.C. | |
| 801. Our origination charge | \$ | | (from GFE#1) | |
| 802. Your credit or charge (points) for the specific interest rate chosen | \$ | | (from GFE#2) | |
| 803. Your adjusted origination charges | | | (from GFE A) | |
| 804. Appraisal Fee | | | (from GFE#3) | |
| 805. Credit Report | | | (from GFE#3) | |
| 806. Tax service | | | (from GFE#3) | |
| 807. Flood certification | | | (from GFE#3) | |
| 808. | | | | |
| 809. | | | | |
| 810. | | | | |
| 811. | | | | |
| 812. | | | | |
| 813. PROCESSING FEE | | | | |
| 814. | | | | |
| 900. Items Required by Lender to Be Paid in Advance | | | | |
| 901. Daily interest charges from to @\$ /day | | | (from GFE#10) | |
| 902. Mortgage insurance Premium for to | | | (from GFE#3) | |
| 903. Homeowner's insurance for to | | | (from GFE#11) | |
| 904. | | | | |
| 905. | | | | |
| 1000. Reserves Deposited with Lender | | | | |
| 1001. Initial deposit for your escrow account | | | (from GFE#9) | |
| 1002. Hazard insurance mo. @ \$ per mo. \$ | | | | |
| 1003. Mortgage insurance mo. @ \$ per mo. \$ | | | | |
| 1004. City property taxes mo. @ \$ per mo. \$ | | | | |
| 1005. County property taxes mo. @ \$ per mo. \$ | | | | |
| 1006. Annual Assessments mo. @ \$ per mo. \$ | | | | |
| 1007. mo. @ \$ per mo. \$ | | | | |
| 1008. mo. @ \$ per mo. \$ | | | | |
| 1009. Aggregate Adjustment: | | | \$ | |
| 1100. Title Charges | | | | |
| 1101. Title services and lender's title insurance | | | (from GFE#4) | |
| 1102. Settlement or closing fee CAMBRIDGE TITLE COMPANY | | | (from GFE#4) | 675.00 |
| 1103. Owner's title insurance CAMBRIDGE TITLE COMPANY | | | (from GFE#5) | 2,365.00 |
| 1104. Lender's title insurance | | | | |
| 1105. Lender's title policy limit | | | | |
| 1106. Owner's title policy limit | 620,000.00 --- | 2,365.00 | | |
| 1107. Agent's portion of the total title insurance premium | | | \$ 0.00 | |
| 1108. Underwriter's portion of the total title insurance premium | | | \$ 2,365.00 | |
| 1109. CPL FEE CAMBRIDGE TITLE COMPANY | | | (from GFE#4) | 25.00 |
| 1110. Wire Processing Fee CAMBRIDGE TITLE COMPANY | | | (from GFE#4) | 40.00 |
| 1111. Commitment/Policy Update CAMBRIDGE TITLE COMPANY | | | (from GFE#4) | 125.00 |
| 1112. Overnight Mail Processing CAMBRIDGE TITLE COMPANY | | | (from GFE#4) | 80.00 |
| 1113. CAMBRIDGE TITLE COMPANY | | | (from GFE#4) | |
| 1200. Government Recording and Transfer Charges | | | | |
| 1201. Government recording charges | | | (from GFE#7) | 52.00 |
| 1202. Deed \$ 52.00 Mortgage \$ Releases \$ 150.00 | | | | 150.00 |
| 1203. Transfer taxes | | | (from GFE#8) | |
| 1204. City/county tax/stamps Deed \$ 310.00 Mortgage \$ | | | | 310.00 |
| 1205. State tax/stamps Deed \$ 620.00 Mortgage \$ | | | | 620.00 |
| 1206. | | | (from GFE#8) | |
| 1207. | | | (from GFE#8) | |
| 1208. | | | (from GFE#8) | |
| 1300. Additional Settlement Charges | | | | |
| 1301. Required services that you can shop for | | | (from GFE#6) | |
| 1302. | | | | |
| 1303. ATTORNEY FEE ROGER H. SIMON | | | | 4,750.00 |
| 1304. Certificate of Good Standing Reimb to Roger H. Simon | | | | 47.00 |
| 1305. SURVEY EXACTA SURVEY | | | | 958.00 |
| 1306. | | | | |
| 1307. | | | | |
| 1308. | | | | |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | | | 917.00 | 47,322.00 |

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

BORROWER(S): CHASE OFFICE, LLC
SELLER(S): ARMINE CONSULTANCY LLC
PROPERTY: 4655 W. CHASE AVE., LINCOLNWOOD, IL 60712
DATE OF SETTLEMENT: 10/01/14
SETTLEMENT AGENT: CAMBRIDGE TITLE COMPANY
PLACE OF SETTLEMENT: 3100 DUNDEE RD , STE 906, NORTHBROOK, IL 60062
FILE NO.: 141069CL

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



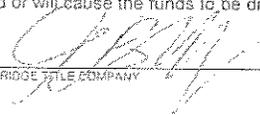
CHASE OFFICE, LLC

ARMINE CONSULTANCY LLC



By, ARMANOUIH ARZOMANIAN, MEMBER

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.



CAMBRIDGE TITLE COMPANY

10-1-14

Date



PTAX-203

Illinois Real Estate Transfer Declaration

Karen A. Yarbrough Fee: \$620.00
Cook County Recorder of Deeds
Date: 10/14/2014 07:36 AM



Doc#: 1428756008 Fee: \$.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/14/2014 08:29 AM Pg: 1 of 3

Please read the instructions before completing this form. This form can be completed electronically at tax.illinois.gov

Step 1: Identify the property and sale information

1 4655 W. CHASE AVE.
Street address of property (or 911 address, if available)
LINCOLNWOOD 60712
City or village ZIP
NILES
Township

2 Write the total number of parcels to be transferred. 1

3 Write the parcel identifying numbers and lot sizes or acreage.
Property index number (PIN) Lot size or acreage
a 10-27-307-027-0000 363 X 114
b _____
c _____
d _____
Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of instrument: 1 0 / 2 0 1 4
Month Year

5 Type of instrument (Mark with an "X"):
 Warranty deed
 Quit claim deed Executor deed Trustee deed
 Beneficial interest Other (specify): _____

6 Yes No Will the property be the buyer's principal residence?

7 Yes No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark only one item per column with an "X")
a Land/lot only
b Residence (single-family, condominium, townhome, or duplex)
c Mobile home residence
d Apartment building (6 units or less) No. of units: _____
e Apartment building (over 6 units) No. of units: _____
f Office
g Retail establishment
h Commercial building (specify): _____
i Industrial building
j Farm
k Other (specify): _____

9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
Date of significant change: _____ / _____ / _____
(Mark with an "X") Month Year
 Demolition/damage Additions Major remodeling
 New construction Other (specify): _____

10 Identify only the items that apply to this sale. (Mark with an "X")
a Fulfillment of installment contract —
year contract initiated: _____
b Sale between related individuals or corporate affiliates
c Transfer of less than 100 percent interest
d Court-ordered sale
e Sale in lieu of foreclosure
f Condemnation
g Short sale
h Bank REO (real estate owned)
i Auction sale
j Seller/buyer is a relocation company
k Seller/buyer is a financial institution or government agency
l Buyer is a real estate investment trust
m Buyer is a pension fund
n Buyer is an adjacent property owner
o Buyer is exercising an option to purchase
p Trade of property (simultaneous)
q Sale-leaseback
r Other (specify): _____
s Homestead exemptions on most recent tax bill:
1 General/Alternative \$ _____
2 Senior Citizens \$ _____
3 Senior Citizens Assessment Freeze \$ _____

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

| | |
|--|---|
| 11 Full actual consideration | 11 \$ 620,000 |
| 12a Amount of personal property included in the purchase | 12a \$ 0 |
| 12b Was the value of a mobile home included on Line 12a? | 12b Yes <input checked="" type="checkbox"/> No |
| 13 Subtract Line 12a from Line 11. This is the net consideration for real property. | 13 \$ 620,000 |
| 14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11 | 14 \$ 0 |
| 15 Outstanding mortgage amount to which the transferred real property remains subject | 15 \$ 0 |
| 16 If this transfer is exempt, use an "X" to identify the provision. | 16 <input type="checkbox"/> b <input type="checkbox"/> k <input type="checkbox"/> m |
| 17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax. | 17 \$ 620,000 |
| 18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.032 rounds to 62). | 18 1,240 |
| 19 Illinois tax stamps — multiply Line 18 by 0.50. | 19 \$ 620 |
| 20 County tax stamps — multiply Line 18 by 0.25. | 20 \$ 310 |
| 21 Add Lines 19 and 20. This is the total amount of transfer tax due. | 21 \$ 930 |

This form is authorized in accordance with 35 ILCS 200/31-1 et seq. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center, IL-492-0227

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

SEE ATTACHED.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

ARMINE CONSULTANCY LLC

| | | | |
|-----------------------------------|----------------|--|-----|
| Seller's or trustee's name | | Seller's trust number (if applicable - not an SSN or FEIN) | |
| 1130 Ashburn Ave, Mattie IL 60461 | | | |
| Street address (after sale) | City | State | ZIP |
| 606 Sunny Giant | (847) 475-4474 | | |
| Seller's or agent's signature | | Seller's daytime phone | |

Buyer Information (Please print.)

CHASE OFFICE, LLC

| | | | |
|------------------------------|----------------|---|-----|
| Buyer's or trustee's name | | Buyer's trust number (if applicable - not an SSN or FEIN) | |
| 813 MONTICELLO AVE | | SKOKIE IL 60076 | |
| Street address (after sale) | City | State | ZIP |
| | (847) 673-6767 | | |
| Buyer's or agent's signature | | Buyer's daytime phone | |

Mail tax bill to:

| | | | | |
|-----------------|----------------|------|-------|-----|
| Name or company | Street address | City | State | ZIP |
|-----------------|----------------|------|-------|-----|

Preparer Information (Please print.)

ROGER H. SIMON

| | | | |
|--|----------------|--|-----|
| Preparer's and company's name | | Preparer's file number (if applicable) | |
| 1560 SHERMAN AVE, SUITE 301 | | EVANSTON IL 60201 | |
| Street address | City | State | ZIP |
| | (847) 475-4474 | | |
| Preparer's signature | | Preparer's daytime phone | |
| r.h.simon@chase.com | | | |
| Preparer's e-mail address (if available) | | | |

Identify any required documents submitted with this form. (Mark with an "X") Extended legal description Form PTAX-203-A
 Itemized list of personal property Form PTAX-203-B

| | | | | |
|---|---|----------|------------|---------------|
| To be completed by the Chief County Assessment Officer | | | | |
| 1 | County | Township | Class | Cook-Minor |
| | | | | Code 1 Code 2 |
| 2 | Board of Review's final assessed value for the assessment year prior to the year of sale. | | | |
| | Land | | | |
| | Buildings | | | |
| | Total | | | |
| Illinois Department of Revenue Use | | | Tab number | |

EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 363.00 FEET (THE SOUTH LINE OF SAID NORTH 363.00 FEET BEING DRAWN AT RIGHT ANGLES TO THE WEST LINE) OF THAT CERTAIN PART OF THE EAST 3/4 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT FROM SAID TRACT THE WEST 498.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Commonly known as: 4655 W. CHASE AVE., LINCOLNWOOD, IL 60712

Permanent Index No.: 10-27-307-027-0000

CAMBRIDGE TITLE COMPANY
3100 Dundee Road, Suite 906
Northbrook, IL 60062

14/10/2014



Doc#: 1428756008 Fee: \$40.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/14/2014 08:29 AM Pg: 1 of 2

MAIL TO:
FREDERICK S. FRANKEL
2131 MONTICELLO AVE
SKOKIE, IL 60070

_____ [The Above Space For Recorder's Use Only] _____

SPECIAL WARRANTY DEED
(LLC to Individual)

THE GRANTOR, **ARMINE CONSULTANCY LLC**, a limited liability company created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and all other good and valuable consideration in hand paid,

CONVEYS and WARRANTs to

CHASE OFFICE, LLC, an Illinois Limited Liability Company
8131 MONTICELLO AVE, SKOKIE, IL 60076

the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO.

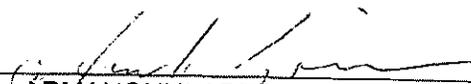
TO HAVE AND TO HOLD said premises forever.

Permanent Real Estate Index Number(s): **10-27-307-027-0000**

Address(es) of Real Estate: **4655 W. CHASE AVE., LINCOLNWOOD, IL 60712**

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Member this 1st day of October, 2014.

ARMINE CONSULTANCY LLC

BY: 
ARMANOUHI ARZOMANIAN, MEMBER

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

ARMANOUHI ARZOMANIAN, MEMBER OF ARMINE CONSULTANCY LLC

personally known to me to be the Managing Member of ARMINE CONSULTANCY LLC, an Illinois limited liability company and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as said Managing Member, he/she signed, sealed and delivered the said instrument pursuant to authority given by the Members of said limited liability company, their free and voluntary act, and the free and voluntary act and deed of said limited liability company, for uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of October 2014

Notary Public



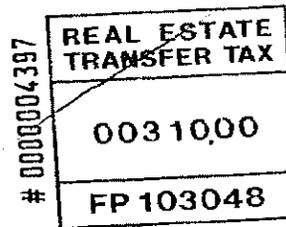
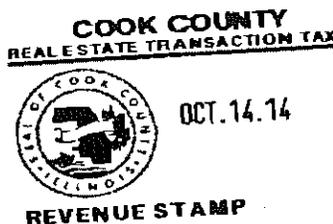
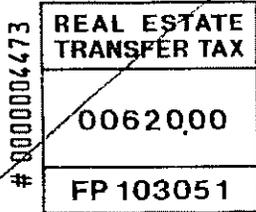
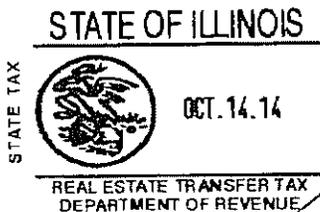
My Commission Expires 12 22 2014

This instrument was prepared by Roger Simon, 1560 Sherman Ave, Suite 301, Evanston, IL 60201

Send Subsequent Tax Bills to: CHASE OFFICE, LLC, an Illinois limited liability co., 4655 W. CHASE AVE., LINCOLNWOOD, IL 60712

LEGAL DESCRIPTION

THE NORTH 363.00 FEET (THE SOUTH LINE OF SAID NORTH 363.00 FEET BEING DRAWN AT RIGHT ANGLES TO THE WEST LINE) OF THAT CERTAIN PART OF THE EAST 3/4 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT FROM SAID TRACT THE WEST 498.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.



Office of the Cook County Clerk

Map Department Legal Description Records

P.I.N. Number: 10273070270000

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookcountyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number). If this is not the item you requested, please notify the clerk.

| | | | | | | | | | | | | | | | | | |
|------|----------|-------|--------|------|---------|------|-----|--------|--------|--------|---|---|---|---|---|---|---|
| 1 | 0 | 2 | 7 | 3 | 0 | 7 | 2 | 4 | 1 | 5 | 1 | 1 | 2 | 0 | 0 | 0 | 6 |
| AREA | SUB-AREA | BLOCK | PARCEL | CODE | WARRANT | ITEM | ALP | FIRST | SECOND | THIRD | | | | | | | |
| | | | | | | | SUP | SUPFLX | SUPFLX | SUPFLX | | | | | | | |

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME ██████████

124

AREA SUB-AREA BLOCK PARCEL TAX CODE
10-27-307-27 2415

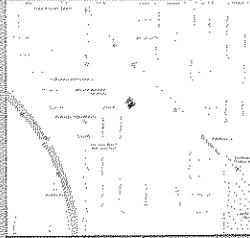
REF. TOWN RANGE LOT SUB-LOT LOT BLOCK
27 41 13

(EX W 498FT)N 363FT AS MEAS
ON W LINE W OF RR E 15ACS
W 20ACS S 40ACS SW¼
1.337ACS

| AREA | SUB-AREA | BLOCK | PARCEL | CODE | WARRANT | ITEM | FIRST | SECOND | THIRD | ALP | UNIT |
|------|----------|-------|--------|------|---------|------|-------|--------|-------|-----|------|
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 |
| 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 |
| 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | |
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 |
| 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 |

DIVISION

10273070270000



PROPERTY ADDRESS: 4655 CHASE AVENUE LINCOLNWOOD, ILLINOIS 60712

SURVEY NUMBER: 1408.1000

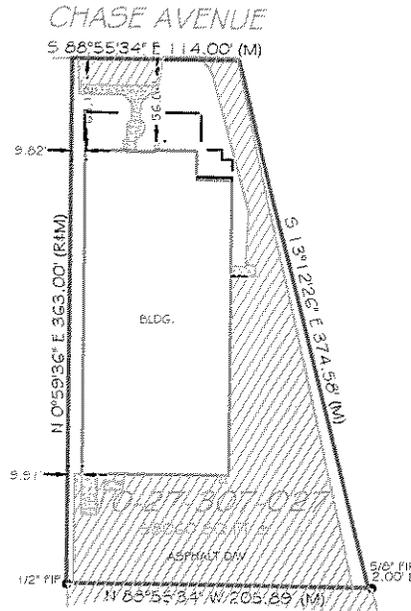
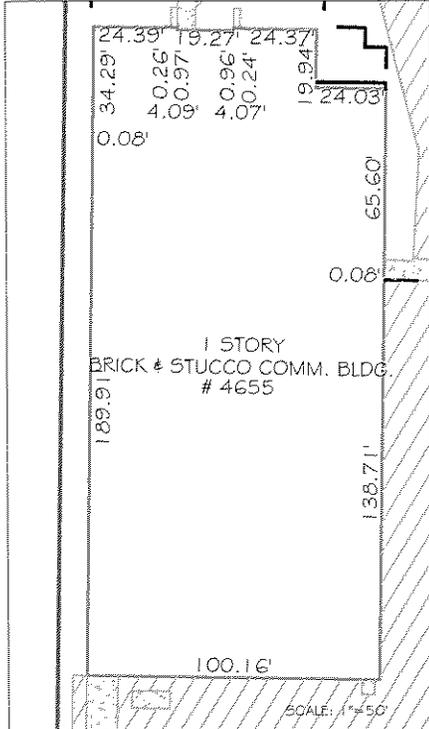
FIELD WORK DATE: 8/14/2014

REVISION DATE(S): (REV 0 8/15/2014)

1408.1000

BOUNDARY SURVEY
COOK COUNTY

THE NORTH 363.00 FEET (THE SOUTH LINE OF SAID NORTH 363.00 FEET BEING DRAWN AT RIGHT ANGLES TO THE WEST LINE) OF THAT CERTAIN PART OF THE EAST 3/4 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT FROM SAID TRACT THE WEST 498.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS } 55
COUNTY OF GRUNDY

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF AUGUST, 2014 AT 316 E. JACKSON STREET IN MORRIS, IL 60450

Kenneth Kennedy

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2014
EXACTA LAND SURVEYORS LB# 5763



GRAPHIC SCALE (In Feet)
1 inch = 100' ft.



THE ABOVE SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE NUMBER IN THE BOTTOM RIGHT CORNER.

POINTS OF INTEREST
NONE VISIBLE

CLIENT NUMBER:

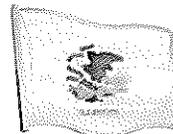
DATE: 8/15/2014

BUYER:

SELLER:

CERTIFIED TO: CAMBRIDGE TITLE COMPANY

Exacta Illinois Surveyors, Inc. is a full service, bonded land survey firm registered with the state of Illinois.



LEGAL DESCRIPTION:

THE NORTH 363.00 FEET (THE SOUTH LINE OF SAID NORTH 363.00 FEET BEING DRAWN AT RIGHT ANGLES TO THE WEST LINE) OF THAT CERTAIN PART OF THE EAST 3/4 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT FROM SAID TRACT THE WEST 498.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

JOB SPECIFIC SURVEYOR NOTES:

GENERAL SURVEYOR NOTES:

- 1. The Legal Description used to perform this survey was supplied by others. The survey does not determine or imply ownership.
2. This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
3. If there is a septic tank, well or drain field on this survey, the location of such items was shown to us by others and are not verified.
4. This survey is exclusively for the use of the parties to whom it is certified.
5. Any additions or deletions to this 2 page survey document are strictly prohibited.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All pins marked as set are 5/8 diameter, 18" iron rebar.
10. An examination of the abstract of title was not performed by the signing surveyor to determine which instruments, if any, are affecting this property.
11. Points of Interest (POI's) are selected above-ground improvements which may be in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
12. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
13. The information contained on this survey has been performed exclusively, and is the sole responsibility, of Exacta Surveyors. Additional logo or references to third party firms are for informational purposes only.
14. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity.

LEGEND:

SURVEYOR'S LEGEND

LINE TYPES: (EXCEPT OTHERWISE NOTED)

- BOUNDARY LINE
STRUCTURE
CENTERLINE
CHAINLINK OR WIRE FENCE
EASEMENT
EDGE OF WATER
IRON FENCE
OVERHEAD LINES
CHIMNEY
SURVEY TIE LINE
WALL OR PARTY WALL
WOOD FENCE
VINYL FENCE

SURFACE TYPES: (EXCEPT OTHERWISE NOTED)

- ASPHALT
CONCRETE
WATER
WOOD

SYMBOLS: (EXCEPT OTHERWISE NOTED)

- BENCH MARK
CENTRAL ANGLE OR DELTA
COMMON EASEMENT
CONTROL POINT
CONCRETE MONUMENT
CATCH BASIN
ELEVATION
FIRE HYDRANT
PVC OR MET MONUMENT
GUYWIRE OR ANCHOR
MANHOLE
TREE
UTILITY OR LIGHT POLE
WELL

- A/C AIR CONDITIONING
B.A. BOUNDARY REFERENCE
B.C. BLOCK CORNER
B.F.P. BURNING PREVENTOR
B.G. BLOCK
B.L.G. BUILDING
B.M. BENCHMARK
B.R.L. BUILDING RESTRICTION LINE
B.W.I. BASHWIRT
B.W. BAYBOW WINDOW
C. CURVE
C.A.T.V. CABLE TV. REAR
C.B. CONCRETE BLOCK
C.H. CHIMNEY
C.L.P. CHAIN LINK FENCE
C.O. CLEAN OUT
C.O. CONCRETE
C.O.K. CONCRETE
C.O.V.G. CONCRETE VALLEY GUTTER
C.L. CENTER LINE
C.F. CEVISED FORTH
C.S. CONCRETE SLAB
D. DEED
D.F. DRAIN FIELD
D.W. DRIVEWAY
D.E.V. ELEVATION
D.C.L. ENCLOSURE
D.E.T. ENTRANCE
D.M. ELECTRIC METER
E.O.P. EDGE OF PAVEMENT
E.O.W. EDGE OF WATER
E.U.B. ELECTRIC UTILITY BOX
F. FIELD
F.C.M. FINO. CONCRETE MONUMENT
F.D.H. FOUND DRILL HOLE
F.F. FINISHED FLOOR
F.P. FOUND IRON PIPE
F.P.C. FOUND IRON PIPE & CAP
F.H. FOUND IRON ROD
F.H.C. FOUND IRON ROD & CAP
F.H.D. FOUND HAIL
F.H.D. FOUND HAIL & DISC
F.H. FOUND
F.H.N. FOUND PARALLEL/ALONG NAIL
F.H.N.D. FOUND TIE NAIL & DISK
F.H.S.K. FOUND RAUKAGAD SPIKE
G.A.R. GARAGE
G.M. GAS METER

- I.D. IDENTIFICATION
I.L. ILLINOIS
I.N.T. INSTRUMENT
I.N.T. INTERSECTION
L. LICENSE
L.B. LICENSE # - BUSINESS
L.S. LICENSE # - SURVEYOR
M. MARKERS
M.B. MAP BOOK
M.E.S. METERS END SECTION
M.F. METAL FENCE
M.F.N. NON FURN
N.T.S. NOT TO SCALE
O.G.S. ON CONCRETE SLAB
O.G. ON GROUND
O.P. OUTSIDE OF SUBJECT PARCEL
O.H. OVERHANG
O.H.L. OVERHEAD LINES
O.P. INSIDE OF SUBJECT PARCEL
O.R.B. OFFICIAL RECORD BOOK
O.R.V. OFFICIAL RECORD VOLUME
O.V. OVERALL
O.S. OFFSET
P. PLAT
P.B. PLAT BOOK
P.C. POINT OF CURVATURE
P.C.C. POINT OF COMPOUND CURVATURE
P.C.P. PERMANENT CONTROL POINT
P.E. POOL EQUIPMENT
P.G. PAGE
P.I. POINT OF INTERSECTION
P.L.S. PROFESSIONAL LAND SURVEYOR
P.L. PLANTER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.P. FINCHED PIPE
P.R.C. POINT OF REVERSE CURVATURE
P.R.M. PERMANENT REFERENCE MONUMENT
P.S. PROFESSIONAL SURVEYOR
P.S. AND MAPPER
P.T. POINT OF TANGENCY
R.A.R. RADIAL
R. RECORD
R. RANGE
R.S. RESIDENCE
R.W. RIGHT OF WAY
R. SURVEY
R.D.L. DISTANCE LINE
S.C.L. SURVEY CLOSURE LINE
S.C. SCREEN

- S.E.C. SECTION
S.E.T. SEPTIC TANK
S.O.V. SEWER
S.G.D. SET GLUE DISC
S.G.C. SET IRON ROD & CAP
S.H.D. SET NAIL & DISC
S.Q.F.T. SQUARE FEET
S.T.L. SURVEY TIE LINE
S.V. SEWER VALVE
S.W. SEWERWALK
S.W.M. SEWERMANHOLE
T.M. TEMPORARY BENCHMARK
T.E. TELEPHONE FACILITIES
T.O.B. TOP OF BANK
T.O.D. TOWNSHIP
T.F. TRANSFORMER
T.P. TYPICAL
T.U.F. UTILITY FENCE
W.C. WITNESS CORNER
W.F. WATER FILTER
W.F. WOODEN FENCE
W.M. WATER METER/WALVE BOX
W.V. WATER VALVE
V.F. VINYL FENCE

- A.E. ACCESS EASEMENT
A.E.B. ANCHOR EASEMENT
C.M.E. CANAL MAINTENANCE ESMT.
C.U.E. COUNTY UTILITY ESMT.
D.E. DRAINAGE EASEMENT
D.L.E. DRAINAGE AND UTILITY ESMT.
E.S.M.T. EASEMENT
I.E.E.S. INGRESS/EGRESS ESMT.
I.E.S. IRRIGATION EASEMENT
L.A.E. LIMITED ACCESS ESMT.
L.B.L. LANDSCAPE BUFFER ESMT.
L.S. LANDSCAPE STRIP
L.M.E. LAKE OR LANDSCAPE MAINTENANCE EASEMENT
M.T. MAINTENANCE EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
R.O.E. ROOF OVERHANG ESMT.
S.W.E. SIDEWALK EASEMENT
S.W.M.E. SEWER/WATER MANAGEMENT ESMT.
T.U.E. TECHNOLOGICAL UTILITY ESMT.
U.E. UTILITY EASEMENT

ELECTRONIC SIGNATURE:

In order to "Electronically Sign" all of the PDFs sent by STARS, you must use a hash calculator. A free online hash calculator is available at: http://www.fileformat.info/tool/md5sum.htm. To Electronically Sign any survey PDF: 1. Save the PDF onto your computer. 2. Use the online tool at http://www.fileformat.info/tool/md5sum.htm to browse for the saved PDF on your computer. 3. Select the Hash Method as SHA. 4. Click Submit. Your PDF is electronically signed if all of the characters in the SHA-1 code submitted by STARS matches the code which is produced by the hash calculator. If they match exactly, your PDF is electronically signed. If the codes do not match exactly, your PDF is not authentic.

PRINTING INSTRUCTIONS:

- 1. While viewing the survey in Adobe Reader, select the "Print" button under the "File" tab.
2. Select a printer with legal sized paper
3. Under "Print Range", click select the "All" toggle
4. Under the "Page Handling" section, select the number of copies that you would like to print.
5. Under the "Page Scaling" selection drop down menu, select "None."
6. Uncheck the "Auto Rotate and Center" checkbox.
7. Check the "Choose Paper size by PDF" checkbox.
8. Click OK to print.
TO PRINT IN BLACK + WHITE:
1. In the main print screen, choose "Properties"
2. Choose "Quality" from the options.
3. Change from "Auto Color" or "Full Color" to "Gray Scale".

OFFER VALID ONLY FOR THE BUYERS LISTED ON THE FIRST PAGE OF THIS SURVEY:

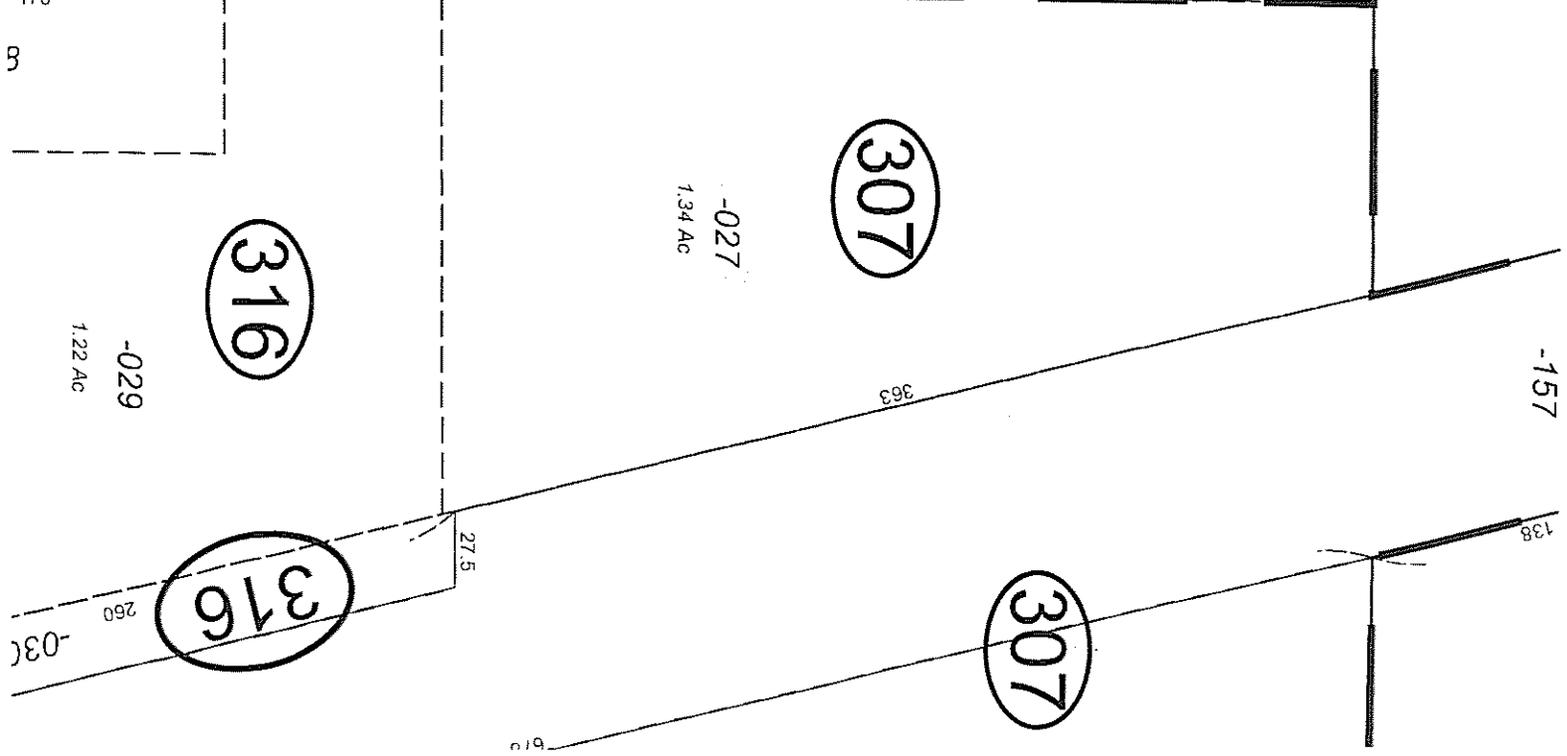
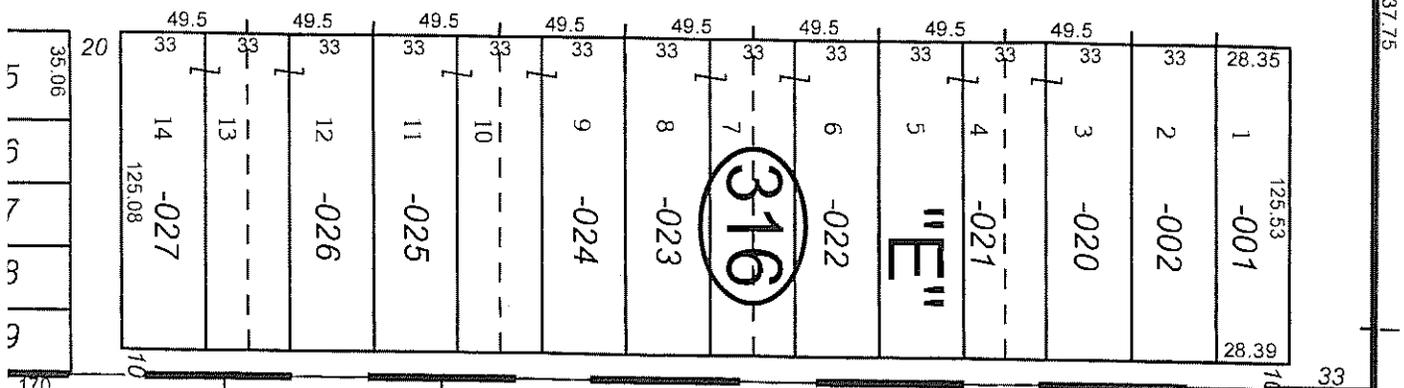
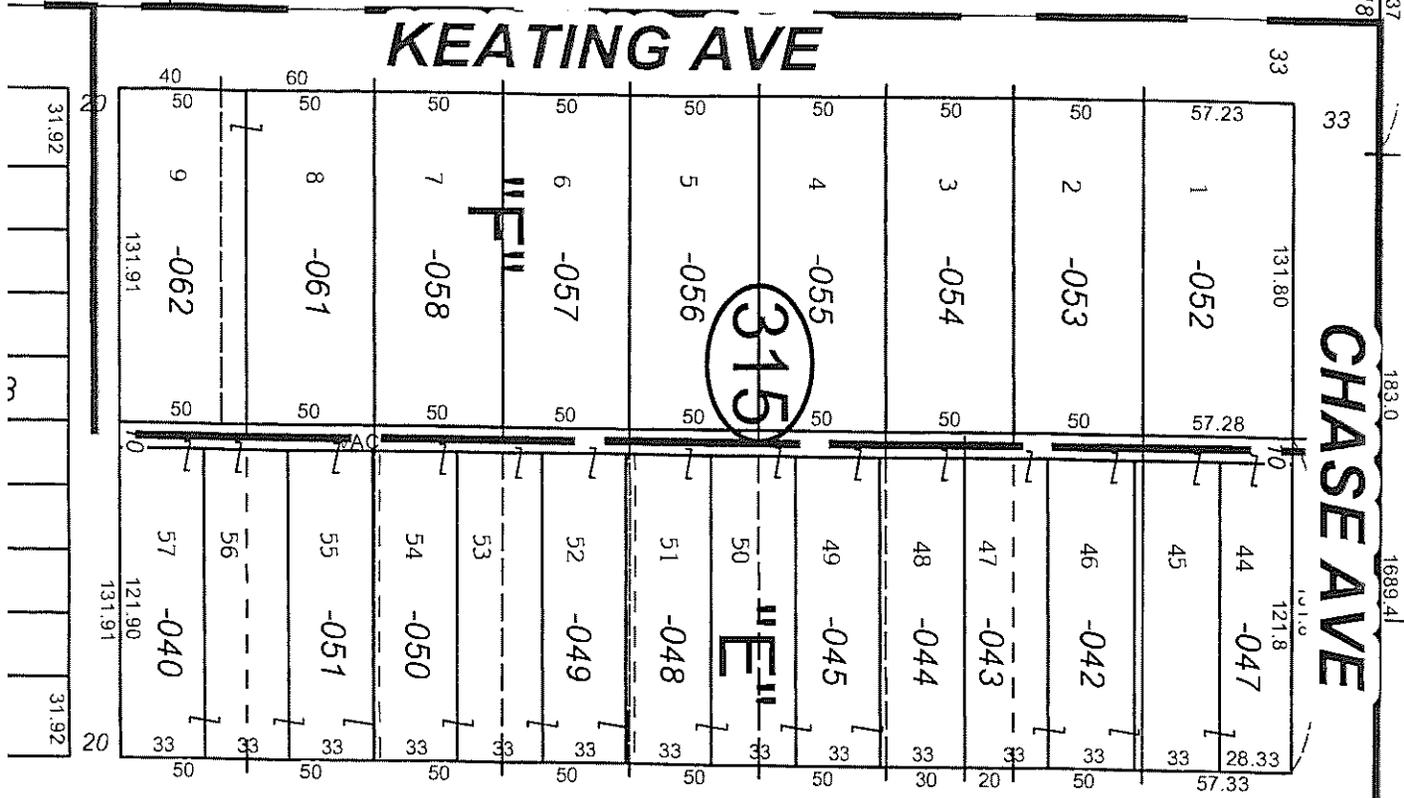
Exacta logo with '25% off (UP TO \$500) ANY FUTURE SURVEYING SERVICES ON THIS PROPERTY' text.



KEATING AVE

CHASE AVE

KILPATRICK AVE



VOLUME PROPERTY INDEX NUMBER TOWNSHIP TAX CODE NEIGH STREET CODE
 124 10-27-307-027-0000 NILES 24015 101 400
 LOCATION 4655 W CHASE AVE LINCOLNWOOD
 TAXPAYER 4655 CHASE LLC
 ADDRESS 3750 W OAKTON
 CITY-ST ZIP SKOKIE IL 60076-3444 LAST TRI YEAR 2013

ASSESSMENT VALUATIONS

| | 2013 | 2014 | 2015 PROPOSED |
|--------------|---------|---------|---------------|
| LAND | 132,348 | 134,677 | 134,677 |
| IMPROVEMENTS | 2,669 | 11,248 | 112,489 |
| TOTAL | 135,017 | 145,925 | 247,166 |
| CLASS | | | 5-93 |

LAND SQ FEET 58,239 IRREGULAR LOT NO

HOMEOWNERS EXEMPTION 2012
 SENIOR EXEMPTION 2012 NO
 CERTIFICATE OF ERROR 2012 YES NO. 34248
 DISABLED VETERANS EXEMPTION 2012 NO

*
 --LAND DESCRIPTION-- --IMPROVED LOT-- RECORD 001
 LAND MEASUREMENT UNIT-PRICE
 58,239 SQUARE FEET 9.25

| CLASS | LEVEL OF ASSESSMENT | ADJUSTMENT FACTOR | ASSESSED VALUE |
|-------|---------------------|-------------------|----------------|
| 5-50 | 25.0% | | 134,677 |

*
 --IMPROVEMENT DESCRIPTION-- RECORD 002
 CLASS DEPRECIATED COST C.D.U.
 5-93 444,970 AV

| AGE | LEVEL OF ASSESSMENT | PRORATION FACTOR | RELATED PARCEL | ASSESSED VALUE |
|-----|---------------------|------------------|----------------|----------------|
| 058 | 25.0% | | | 111,242 |

*
 --IMPROVEMENT DESCRIPTION-- RECORD 003
 CLASS DEPRECIATED COST C.D.U.
 5-80 4,990 AV

| AGE | LEVEL OF ASSESSMENT | PRORATION FACTOR | RELATED PARCEL | ASSESSED VALUE |
|-----|---------------------|------------------|----------------|----------------|
| 058 | 25.0% | | | 1,247 |

OWNERSHIP & MAILING ADDRESS

TOWN

VOLUME

T C

AREA

SUB

BLOCK

PARCEL

UNIT

10

NILES

4255 CHURCH

124

10

27

307

027

1 of 1

BUILDING PERMIT RECORD

Bldg. Type 1 2 3

93

SCHEDULE NO.

15-11-13

Zoning

Amount

4 5 6 7 8 9 0

Property Class

15-11-13

15

Condo Comm.

Y. Asses. N/C

P/U Year

Purpose

EIF Perm L/F

Excavation

EIF Partm L/F

Division

W/F Wall Area

C/F of Bldg

Wall Ratio

8/F Ground Area

8/F Ground Area

Walls

8/F Ground Area

Truss

Roof Structure

Roof Cover

TOTAL

8/F Ground Area

TOTAL

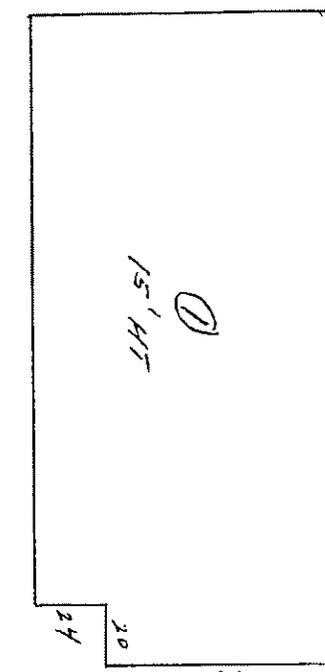
TOTAL

TOTAL

TOTAL

TOTAL

Walls



1976 CONVERSION

FORM 8905 - 111 GPM

DUPLICATE

CERTIFICATE OF PAYMENT OF GENERAL TAXES

2012

VOLUME

124

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, DAVID D. ORR, County Clerk of the County of Cook, in the State aforesaid, and Keeper of the Records and Files of said County, do hereby certify that the GENERAL TAXES FOR THE YEAR 2012, levied on the property described below were:

PERMANENT REAL ESTATE INDEX NUMBER: 10-27-307-027-0000

FIRST INSTALLMENT 42,882.52

PAYMENTS:

DATE PD SERIAL NO. TAX AMT PD INTEREST PD
02-06-13 020613501743 42,882.52

SECOND INSTALLMENT 39,210.54

PAYMENTS:

DATE PD SERIAL NO. TAX AMT PD INTEREST PD
07-09-13 071013502376 39,210.54

C OF E NO. 34248
JR# 294812 ADJ DATE 11/19/14
JR AMT 38,263.79
ADJUSTED AMT 43,829.27

REFUNDS 38,263.79 C017104 01-15-15

All of which appears from the records and files in my office.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cook, at my office, in the City of Chicago, in said County, this 02 day of NOVEMBER 2015.

David D. Orr
County Clerk

The Aperion Care Family of Facilities

Post-hospital rehabilitation and long-term skilled nursing care
that goes beyond healthcare.



It's who we are

Find Your Aperion Care Facility

1. Aperion Care Amboy

10 W. Warren St., Amboy, IL 60203
 P: 815-897-4550
 F: 815-897-4010

2. Aperion Care Around Michigan City

100 E. Cookspring Ave.
 Michigan City, IN 46360
 P: 219-874-0200
 F: 219-874-0400

3. Aperion Care Bridgeport

200 E. Corporation St.
 Bridgeport, IL 60009
 P: 815-833-0000
 F: 815-833-0100

4. Aperion Care Bismark

2011 York St., Bismark, IL 60010
 P: 815-422-5000
 F: 815-422-5172

5. Aperion Care Chicago Heights

400 W. 25th Place
 Chicago Heights, IL 60411
 P: 708-524-0000
 F: 708-524-0100

6. Aperion Care Copperas Harbor

200 S. Grand St., Copperas Harbor, IL 60424
 P: 815-422-5000
 F: 815-422-5172

7. Aperion Care Decatur

1000 N. Main St.
 Decatur, IL 62521
 P: 219-423-0000
 F: 219-423-0100

8. Aperion Care Decatur

1000 N. Main St., Decatur, IL 62521
 P: 219-423-0000
 F: 219-423-0100

9. Aperion Care Dixon

1000 E. Burlington Ave.
 Dixon, IL 60121
 P: 815-833-0000
 F: 815-833-0100

10. Aperion Care Evanston

1000 Oak Ave., Evanston, IL 60201
 P: 847-866-1000
 F: 847-866-1175

11. Aperion Care Forest Park

8000 W. Roosevelt Rd.
 Forest Park, IL 60130
 P: 708-488-6000
 F: 708-488-1000

12. Aperion Care Highwood

60 Plowden Ave.
 Highwood, IL 60140
 P: 847-438-0000
 F: 847-438-0300

13. Aperion Care International

4800 S. Western Blvd.
 Chicago, IL 60608
 P: 773-487-4000
 F: 773-487-4100

14. Aperion Care Jacksonville

200 N. Duquesne St.
 Jacksonville, IL 60451
 P: 815-422-5000
 F: 815-422-5172

15. Aperion Care Kankakee

200 E. Laurent St.
 Kankakee, IL 60149
 P: 815-422-5000
 F: 815-422-5172

16. Aperion Care Lechfield

1000 S. Lake Shore Blvd., Lechfield, IL 60455
 P: 815-422-5000
 F: 815-422-5172

17. Aperion Care Milledalen

1000 N. Main St.
 Milledalen, IL 60455
 P: 815-422-5000
 F: 815-422-5172

18. Aperion Care Oak Lawn

2001 S. Maryland Ave.
 Oak Lawn, IL 60453
 P: 708-422-0000
 F: 708-422-0100

19. Aperion Care Peru

1000 W. Belmont St.
 Peru, IL 60130
 P: 815-422-5000
 F: 815-422-5172

20. Aperion Care Peru

1000 W. Belmont St.
 Peru, IL 60130
 P: 815-422-5000
 F: 815-422-5172

21. Aperion Care Plum Grove

200 Plum Grove Rd.
 Plum Grove, IL 60087
 P: 815-422-5000
 F: 815-422-5172

22. Aperion Care Springfield

200 S. Market Center Cir.
 Springfield, IL 62761
 P: 217-785-0000
 F: 217-785-0100

23. Aperion Care St. Elmo

200 E. Duquesne St.
 St. Elmo, IL 60156
 P: 815-422-5000
 F: 815-422-5172

24. Aperion Care Tullahoma Park

200 N. Main St.
 Tullahoma Park, IL 60156
 P: 815-422-5000
 F: 815-422-5172

25. Aperion Care Valparaiso

200 N. Duquesne St.
 Valparaiso, IL 60583
 P: 815-422-5000
 F: 815-422-5172

26. Aperion Care Wilmette

1000 N. Main St.
 Wilmette, IL 60091
 P: 815-422-5000
 F: 815-422-5172

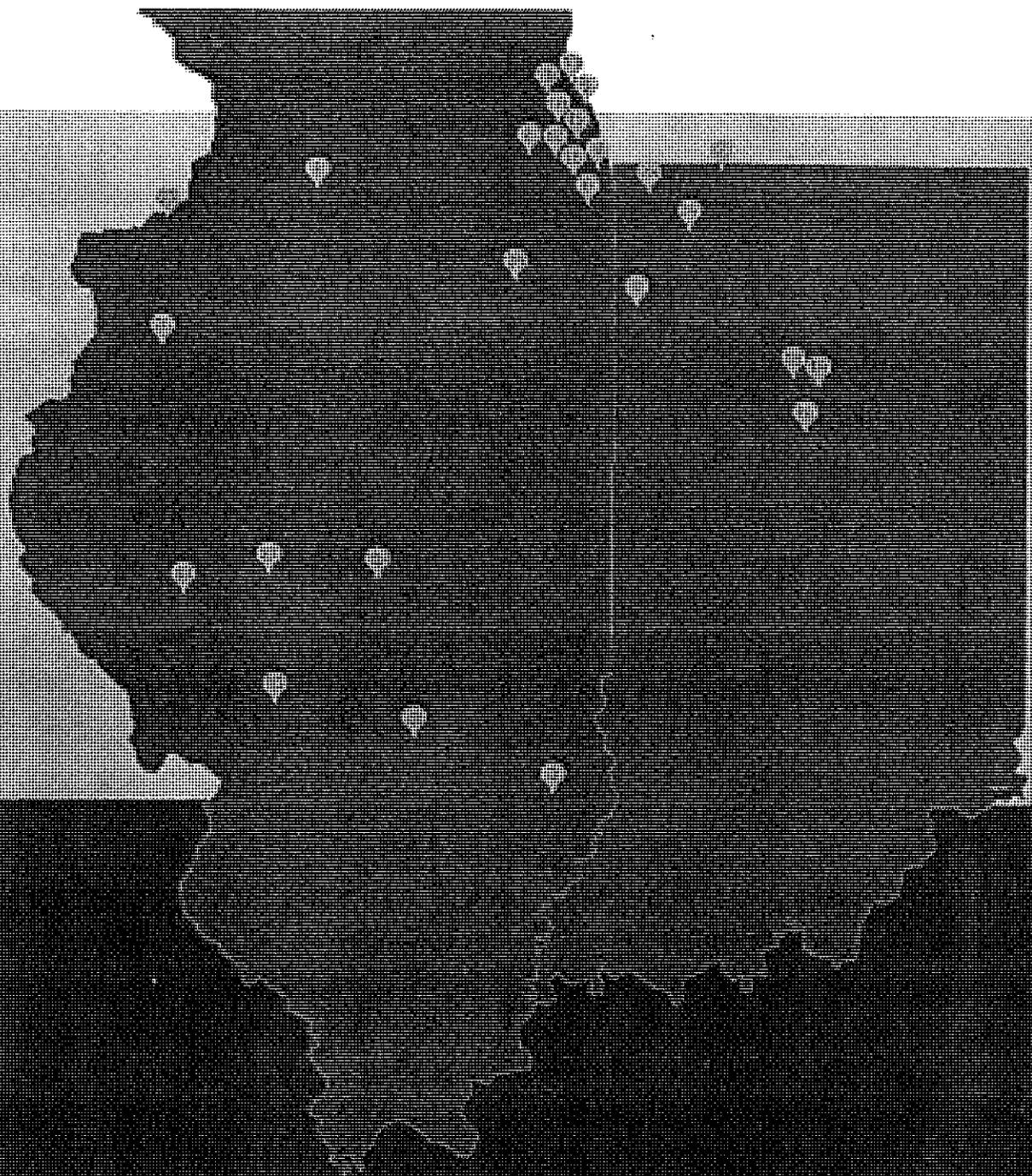
27. River Crossing Rehab

1000 N. Main St.
 River Crossing, IL 60091
 P: 815-422-5000
 F: 815-422-5172

28. Riverwood Rehab

1000 N. Main St.
 Riverwood, IL 60091
 P: 815-422-5000
 F: 815-422-5172

Many AmeriGen Care facilities contract with various Insurance and Managed Care Organizations. Our facilities accept Medicaid, Medicare, VA Contract and Private Pay. To verify coverage at a specific facility, please contact that facility directly.



Caring is what we do.
Every day.
In every location.

Aperion Care delivers personal care that promotes a better experience, a better recovery, and a better quality of life.

The Aperion Care family of post-hospital rehabilitation and long-term care facilities and our more than 2,700 multidisciplinary Aperion Caregivers have one shared focus: delivering the highest quality care and the best possible experience for each guest, resident, and family member.

At Aperion Care, we go beyond healthcare to deliver personalized caring that makes a difference in recovery and quality of life. Because at Aperion Care, that's who we are.

To learn more or verify coverage at a specific facility, schedule a tour at an Aperion Care facility near you. Or visit us online at www.aperioncare.com.





Aperion Care, Inc.

**Financial Statements and
Supplementary Information**

December 31, 2014

Aperion Care, Inc.
December 31, 2014

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Independent Accountant's Review Report

To the Members Aperion Care, Inc.

We have reviewed the accompanying balance sheet of Aperion Core, Inc. (the "Company") as of December 31, 2014, and the related statements of operations and cash flows for the initial period July 1, 2014 through December 31, 2014. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The information included in the accompanying supplementary schedules is presented only for purposes of additional analysis and has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, but was compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information.

Frost, Ruttenberg & Rothblatt, P.C.

May 15, 2015

Financial Statements

Aperion Care, Inc.
Balance Sheet
December 31, 2014

ASSETS

Current Assets

| | |
|-----------------------------|------------------|
| Cash and cash equivalents | \$ 93,761 |
| Accounts receivable | 1,004,360 |
| Subscription receivable | 5,000 |
| Prepaid insurance | 26,711 |
| Other current assets | 32,033 |
| Total Current Assets | <u>1,161,865</u> |

Property and Equipment

| | |
|------------------------------------|----------------|
| Leasehold improvements | 44,032 |
| Furniture and equipment | 16,576 |
| Computer equipment | 18,939 |
| Vehicles | 21,383 |
| Total Cost | <u>100,930</u> |
| Less: Accumulated depreciation | (11,246) |
| Property and Equipment, Net | <u>89,684</u> |

Other Assets

| | |
|---|------------------|
| Due from related parties | 2,538,409 |
| Shareholder loans | 418,835 |
| Loan fees, net of accumulated amortization of \$3,750 | 51,250 |
| Total Other Assets | <u>3,008,494</u> |

TOTAL ASSETS

\$ 4,260,043

See independent accountant's review report and accompanying notes.

Aperion Care, Inc.
Balance Sheet
December 31, 2014

LIABILITIES AND SHAREHOLDERS' EQUITY

| | |
|---|---------------------|
| Current Liabilities | |
| Note payable - vehicle - current portion | \$ 5,228 |
| Accounts payable | |
| Trade | 335,502 |
| Insurance | 12,226 |
| Accrued liabilities | |
| Payroll and payroll taxes | 1,218,312 |
| Interest | 15,000 |
| Vacation pay | 65,086 |
| State replacement tax | 9,300 |
| Due to related parties | 898,407 |
| Total Current Liabilities | 2,559,061 |
| Long-Term Liabilities | |
| Note payable - vehicle, net of current portion | 4,599 |
| Loan payable - affiliated parties | 1,500,000 |
| Loan fees payable | 45,000 |
| Total Long-Term Liabilities | 1,549,599 |
| TOTAL LIABILITIES | 4,108,660 |
| Shareholders' Equity | |
| Common stock - 100,000 shares authorized | |
| 50,000 shares issued and outstanding - \$0.10 par value | 5,000 |
| Net income | 146,383 |
| TOTAL SHAREHOLDERS' EQUITY | 151,383 |
| TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY | \$ 4,260,043 |

See independent accountant's review report and accompanying notes.

Aperion Care, Inc.

Statement of Operations

For the Initial Period July 1, 2014 through December 31, 2014

| | |
|--|--------------------------|
| Revenues | |
| Management fees | \$ 3,579,354 |
| Home office | 1,489,853 |
| Total Revenues | <u>5,069,207</u> |
| Operating Expenses | |
| Salary and wages | 4,099,220 |
| Payroll taxes | 134,965 |
| Employee benefits | 159,282 |
| Administrative | 390,167 |
| Rent | 20,000 |
| Management fees | 79,700 |
| Depreciation and amortization | 14,996 |
| Total Operating Expenses | <u>4,898,330</u> |
| Income from Operations | 170,877 |
| Other Income (Expense) | |
| Interest expense | (15,228) |
| Other income | 34 |
| Total Other Income (Expense) | <u>(15,194)</u> |
| Income Before State Replacement Tax | 155,683 |
| State replacement tax | <u>9,300</u> |
| NET INCOME | <u><u>\$ 146,383</u></u> |

See independent accountant's review report and accompanying notes.

Aperion Care, Inc.
Statement of Cash Flows
For the Initial Period July 1, 2014 through December 31, 2014

| | |
|---|-------------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | |
| Net Income | \$ 146,383 |
| Adjustments To Reconcile Net Income To Net Cash Provided By Operating Activities | |
| Depreciation and amortization | 14,996 |
| (Increase) Decrease in Assets | |
| Accounts receivable | (1,004,360) |
| Prepaid expenses and other assets | (58,744) |
| Increase (Decrease) in Liabilities | |
| Accounts payable | 347,728 |
| Accrued liabilities and other current liabilities | 1,307,698 |
| Total Adjustments | <u>607,318</u> |
| Net Cash Provided By Operating Activities | <u>753,701</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Purchase of property and equipment | (13,382) |
| Increase in due from related parties | (1,038,409) |
| Net Cash Used In Investing Activities | <u>(1,051,791)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | |
| Increase in due to related party | 898,407 |
| Loans to shareholders | (493,564) |
| Loan costs paid | (10,000) |
| Payments on vehicle note | (2,992) |
| Net Cash Provided By Financing Activities | <u>391,851</u> |
| NET INCREASE IN CASH AND CASH EQUIVALENTS | 93,761 |
| Cash and cash equivalents - July 1, 2014 | <u>-</u> |
| CASH AND CASH EQUIVALENTS - DECEMBER 31, 2014 | <u>\$ 93,761</u> |

See independent accountant's review report and accompanying notes.

Aperion Care, Inc.
Notes to Consolidated Financial Statements
December 31, 2014

Note (1) Nature of Operations and Summary of Significant Accounting Policies

A. Nature of Operations

Aperion Care, Inc. (the "Company") is an Illinois Corporation, formed in May 2014, which provides consulting services to certain long-term care facilities in Illinois, Indiana and Texas.

B. Cash Flows

The Company considers cash equivalents to be all highly liquid investments with a maturity of three months or less when purchased.

Cash flows from operating activities reflect cash payments for interest of \$228 for the year ended December 31, 2014.

C. Cash Balances in Excess of Insured Amounts

The Company maintains its cash in accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses due to these limits.

D. Property and Equipment

Property and equipment are carried at cost. Depreciation is provided using the straight-line method over the following estimated useful lives:

| | <u>Years</u> |
|-------------------------|--------------|
| Leasehold improvements | 10-15 |
| Furniture and equipment | 5-10 |
| Computer equipment | 3-5 |
| Vehicles | 5 |

Depreciation expense for the period ended December 31, 2014 was \$11,246.

E. Income Taxes

The shareholders of the Company have elected to be taxed as a small business corporation under the Internal Revenue Regulations; therefore, no provision for federal or state corporate income taxes is necessary. Instead, the shareholders are liable for individual income taxes on their respective share of the Company's taxable income. The Company is liable for Illinois state replacement taxes.

The Company accounts for any potential interest or penalties related to the possible future liabilities for unrecognized income tax benefits as interest/other expense. The Company is subject to examination by tax authorities for federal, state or local income taxes for all periods it has been in existence.

See independent accountant's review report.

Aperion Care, Inc.
Notes to Consolidated Financial Statements
December 31, 2014

Note (1) Nature of Operations and Summary of Significant Accounting Policies - Continued

F. Revenue Recognition

The Company recognizes revenue when four basic criteria are met: (1) persuasive evidence of an arrangement exists; (2) services have been rendered; (3) consideration is fixed or determinable; and (4) collectability is reasonably assured. Substantially all revenue is earned from related parties, see Note (3). Thus, management has determined no allowance for doubtful accounts is necessary.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. While actual results may differ from those estimates, management does not expect the differences, if any, to have a material effect on the financial statements.

H. Loan Fees

Loan fees of \$10,000 were paid for a master line of credit agreement for certain related parties, which has been guaranteed by the Company (see Note (9)). These fees are amortized straight-line over one year, the life of the loan.

Loan fees of \$45,000 were incurred related to a loan payable from private parties, further described in Note (8). These fees are amortized straight-line over three years, the life of the loan. The fees were considered non-cash on the statement of cash flows.

Total amortization expense was \$3,750 for the period ended December 31, 2014. Total amortization of loan costs for the next three years is as follows:

| | | |
|------|----|--------|
| 2015 | \$ | 22,500 |
| 2016 | | 15,000 |
| 2017 | | 13,750 |

I. Subsequent Event

The Company evaluated all significant events or transactions that occurred through May 15, 2015, the date these financial statements were available for issuance.

Note (2) Lease

The Company rents office space from a related party on a monthly basis. Rent expense was \$20,000 for the period ended December 31, 2014.

See independent accountant's review report.

Aperion Care, Inc.
Notes to Consolidated Financial Statements
December 31, 2014

Note (3) Related Party Transactions

During the period ended December 31, 2014, the Company earned substantially all of its revenue from related parties, of which \$971,810 was included in Accounts receivable at December 31, 2014.

As of December 31, 2014, \$2,538,409 was due from related parties. These amounts include \$1,500,000 advanced to affiliated parties, using proceeds from a note payable (see Note 8) that was treated as noncash on the statement of cash flows. The remaining \$1,038,409 was noninterest-bearing, unsecured and due on demand.

As of December 31, 2014, \$898,407 was due to related parties. This amount was noninterest-bearing, unsecured and due on demand.

During the period ended December 31, 2014, management fees of \$79,700 were paid to an affiliate of the Company.

Note (4) Shareholder Loans

During the period ended December 31, 2014, the Company advanced funds to the shareholders totaling \$418,835. These amounts are noninterest-bearing and due on demand.

During 2014, a shareholder of the Company reduced his advance from the Company by contributing property and equipment with a fair value of \$87,548, net of a vehicle note payable of \$12,819 (see Note 7). These contributions were treated as noncash on the statement of cash flows.

Note (5) Incentive Savings Plan

The Company has a 401(k) Plan covering eligible employees, which allows employee contributions under a deferred salary arrangement as described in Section 401(k) of the Internal Revenue Code. The Company paid \$5,395 in matching contributions during the period ended December 31, 2014.

See independent accountant's review report.

Aperion Care, Inc.
Notes to Consolidated Financial Statements
December 31, 2014

Note (6) Fair Value Measurements

The fair value measurements and disclosures topic defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It describes three approaches to measuring the fair value of assets and liabilities: 1) the market approach, 2) the income approach and 3) the cost approach. Each of these approaches includes multiple valuation techniques. It does not prescribe which valuation technique should be used when measuring fair value, but does establish a fair value hierarchy that prioritizes the inputs used in applying the various techniques. Inputs broadly refer to the assumptions that market participants use to make pricing decisions, including assumption about risk. Level 1 inputs are given the highest priority in the hierarchy, while Level 3 inputs are given the lowest priority. Assets and liabilities carried at fair value are classified in one of the following three categories based upon the nature of the inputs to the valuation technique used:

Level 1 – Observable inputs that reflect unadjusted quoted prices for identical assets or liabilities in active markets as of the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2 – Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3 – Unobservable inputs that are not corroborated by market data. These inputs reflect management's best estimate of fair value using its own assumptions about the assumptions a market participant would use in pricing the asset or liability.

| Description | Fair Value Measurements Using | | | |
|---|---|---|-------------------------------------|----------------------------|
| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Other Observable Inputs (Level 2) | Unobservable Inputs (Level 3) | Total Gains (Losses) |
| Contributed assets, net of outstanding debt (see Note 4) | \$ - | \$ - | \$ 74,729 | \$ - |

Fair value was determined based on management's estimate of what the assets could be sold for in a used equipment market.

See independent accountant's review report.

Aperion Care, Inc.
Notes to Consolidated Financial Statements
December 31, 2014

Note (7) Note Payable – Vehicle

During 2014, a shareholder of the Company contributed a vehicle with an outstanding note payable balance of \$12,819 (see Note 4). The note began in 2011 for an original loan amount of \$25,188. The note bears interest at 1.9%, requires sixty monthly payments of \$448 and matures in November 2016. As of December 31, 2014 the outstanding balance on the note was \$9,827. The note is secured by the vehicle.

Maturities of the note are as follows:

| | | |
|--------------|-----------|--------------|
| 2015 | \$ | 5,228 |
| 2016 | | 4,599 |
| Total | \$ | 9,827 |

Note (8) Note Payable – Affiliated Parties and Loan Fees Payable

On December 1, 2014, the Company entered into a loan agreement with affiliated parties in the amount of \$1,500,000, bearing interest at 12%. The Company is required to make monthly payments of interest only. The loan matures at the earlier of an event of acceleration or November 30, 2017, at which point the unpaid balance is due in full. The maturity will be accelerated if certain real property belonging to a related party of the Company is sold or if the debt secured by the property is refinanced. As of December 31, 2014, the real property had not been sold and the secured debt had not been refinanced. The note payable to affiliated parties is unsecured.

The Company is liable for loan fees related to this note, payable at the time of maturity totaling \$45,000.

Note (9) Guarantee

In December 2014, affiliated entities of the Company entered into a line of credit agreement with an \$11,000,000 borrowing limit that matures on December 11, 2015. The Company, its shareholders and other related parties have independently guaranteed any outstanding balances under this agreement. The Company would be obligated to perform under this guarantee if the affiliated entities were in default in accordance with the terms of the agreement. The maximum potential amount of future payments under this guarantee totaled \$8,029,000, the balance outstanding on the line of credit at December 31, 2014. As of the date of this report, there are no amounts due by the Company under this guarantee.

See independent accountant's review report.

Supplementary Information

Aperion Care, Inc.
Schedule of Administrative Expenses
For the Initial Period July 1, 2014 through December 31, 2014

| | | |
|--------------------------------------|-----------|----------------|
| Auto leasing | \$ | 56,208 |
| Bank charges | | 20,920 |
| Contributions - charitable | | 23,213 |
| Contributions - political | | 750 |
| Data and payroll processing fees | | 11,412 |
| Dues and subscriptions | | 41,887 |
| Education and seminars | | 19,351 |
| Entertainment | | 6,307 |
| Licenses and permits | | 1,378 |
| Insurance | | 14,508 |
| Office expense | | 30,603 |
| Professional fees | | 97,236 |
| Repairs and maintenance | | 877 |
| Telephone | | 10,616 |
| Travel | | 54,901 |
| Total Administrative Expenses | \$ | 390,167 |

See independent accountant's review report.

Aperion Care

**Combined Statement of Operations for Individual Facilities
For the Twelve Months Ended December 31, 2014 - (Unless Otherwise Noted)**

| | (12/1 - 12/31/14) | | | | | | (5/1 - 12/31/14) | | | | | | | |
|--|-------------------|----------------|--------------|--------------|---------------|--------------|-----------------------------------|-----------------|--------------|--------------|--------------|---------------|---------------|----------|
| | Amboy | Major / Arbors | Bridgeport | St. Elmo | Berkshire | Concord | Coryell Hosp. and Copperas Hollow | Major / Demotte | Dolton | Evanston | Exceptional | Highland Park | International | Island |
| Gross Resident Income | \$ 774,637 | \$ 13,987,237 | \$ 4,072,728 | \$ 2,779,905 | \$ 14,357,546 | \$ 9,766,178 | \$ 5,265,880 | \$ 3,951,914 | \$ 5,939,430 | \$ 4,628,294 | \$ 5,628,535 | \$ 7,637,423 | \$ 17,917,353 | \$ 8,074 |
| Net Resident Income | 774,637 | 13,987,237 | 4,072,728 | 2,779,905 | 14,357,546 | 9,766,178 | 5,265,880 | 3,951,914 | 5,939,430 | 4,628,294 | 5,628,535 | 7,637,423 | 17,917,353 | 8,074 |
| Operating Expenses | | | | | | | | | | | | | | |
| Ancillary Services | 54,124 | 1,819,982 | 508,595 | 272,753 | 1,799,856 | 747,684 | 660,538 | 392,817 | 539,658 | 566,753 | 743,609 | 1,046,811 | 3,087,601 | 554 |
| Nursing | 314,262 | 4,187,254 | 1,338,652 | 883,957 | 4,313,093 | 2,781,714 | 1,838,256 | 1,164,514 | 1,729,071 | 1,158,164 | 1,202,498 | 2,265,437 | 4,193,272 | 2,788 |
| Housekeeping and Plant | 60,039 | 899,146 | 288,088 | 163,614 | 829,570 | 547,686 | 314,490 | 268,719 | 361,064 | 238,047 | 314,894 | 420,545 | 819,160 | 527 |
| Dietary | 70,320 | 847,426 | 321,528 | 216,109 | 669,293 | 558,786 | 413,841 | 241,338 | 369,664 | 262,015 | 292,572 | 536,923 | 770,303 | 655 |
| Employee Welfare | 80,115 | 908,548 | 300,399 | 183,651 | 801,834 | 547,782 | 283,597 | 229,436 | 414,307 | 222,647 | 281,510 | 430,439 | 1,135,716 | 541 |
| Laundry and Linen | 7,770 | 23,398 | 45,779 | 39,824 | 105,069 | 105,227 | 36,037 | 40,598 | 15,201 | 8,729 | 50,123 | 85,228 | 145,764 | 95 |
| Total Operating Expenses | 586,630 | 8,685,754 | 2,803,041 | 1,759,948 | 8,518,715 | 5,288,879 | 3,546,759 | 2,337,422 | 3,428,965 | 2,456,355 | 2,885,206 | 4,786,377 | 10,151,796 | 5,164 |
| Income Before General and Administrative Expenses | 188,007 | 5,301,483 | 1,269,687 | 1,019,957 | 5,838,831 | 4,477,299 | 1,719,121 | 1,614,492 | 2,510,465 | 2,171,939 | 2,743,329 | 2,851,046 | 7,765,557 | 2,910 |
| General and Administrative Expenses | 169,009 | 2,371,198 | 773,622 | 606,567 | 2,767,686 | 1,817,166 | 1,137,139 | 784,717 | 1,073,066 | 962,088 | 1,176,683 | 1,422,563 | 2,775,757 | 1,688 |
| Income Before Capital Expenses | 18,998 | 2,930,285 | 496,065 | 412,990 | 3,071,145 | 2,660,133 | 581,982 | 829,775 | 1,437,399 | 1,209,851 | 1,566,646 | 1,428,483 | 4,989,800 | 1,223 |
| Capital Expenses | | | | | | | | | | | | | | |
| Rent | 96,000 | 1,460,737 | 292,643 | 151,726 | 1,664,732 | 625,268 | 1,191,917 | 408,000 | 396,053 | 338,235 | 300,270 | 1,036,001 | 1,681,516 | 588 |
| Real Estate Tax | 7,994 | 104,159 | 23,757 | 21,124 | 432,676 | 291,732 | 105,921 | 20,800 | 329,767 | 137,286 | 130,730 | 116,638 | 352,463 | 148 |
| Interest | 1,093 | 60,048 | 20,015 | 11,241 | 51,376 | 55,088 | 7,530 | 9,565 | 29,361 | 30,760 | 43,572 | 61,440 | 102,766 | 30 |
| Depreciation and Amortization | 443 | 42,066 | 2,949 | 8,175 | 232,062 | 257,425 | 3,731 | 4,864 | 68,079 | 52,231 | 70,791 | 146,091 | 274,484 | 45 |
| Total Capital Expenses | 105,530 | 1,667,010 | 339,364 | 192,266 | 2,380,846 | 1,229,513 | 1,309,099 | 443,229 | 823,260 | 558,512 | 545,363 | 1,360,170 | 2,411,229 | 812 |
| Income Before Management Fees | (86,532) | 1,263,275 | 156,701 | 220,724 | 690,299 | 1,430,620 | (727,117) | 386,546 | 614,139 | 651,339 | 1,021,283 | 68,313 | 2,578,571 | 409 |
| Management Fees | 34,016 | 518,542 | 169,527 | 119,341 | 606,733 | 435,746 | - | 148,298 | 260,672 | 196,531 | 238,302 | 105,000 | 723,871 | 401 |
| Income Before Other Income | (120,548) | 744,733 | (12,825) | 101,383 | 83,566 | 994,874 | (727,117) | 238,248 | 353,467 | 454,808 | 782,981 | (36,687) | 1,854,700 | -7 |
| Other Income | 4,401 | 27,895 | 20,794 | 3,382 | 9,867 | 510 | 117 | 117 | 1,539 | 1,117 | 2,462 | 4,479 | 20,790 | 346 |
| UPL Income | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Income Before Taxes | (120,548) | 749,134 | 15,069 | 122,177 | 86,948 | 1,004,741 | (726,507) | 238,365 | 355,006 | 455,925 | 785,443 | (32,208) | 1,875,490 | 353 |
| State Replacement Tax | - | - | - | - | - | (15,921) | 23,356 | - | - | 3,069 | - | - | 2,515 | - |
| Net Income (Loss) | \$ (120,548) | \$ 749,134 | \$ 15,069 | \$ 122,177 | \$ 86,948 | \$ 1,020,662 | \$ (749,963) | \$ 238,365 | \$ 355,006 | \$ 452,856 | \$ 785,443 | \$ (32,208) | \$ 1,872,975 | \$ 353 |
| Memo - Total Patient Days | 4,591 | 52,622 | 22,079 | 15,949 | 59,354 | 42,616 | 28,327 | 16,633 | 26,847 | 19,837 | 19,611 | 30,012 | 57,916 | 54 |

| (4/15 - 12/31/14) | | (9/1 - 12/31/14) | | | | (9/1 - 12/31/14) | | | | (5/1 - 12/31/14) | | | | (9/1 - 12/31/14) | | Combined Total |
|-------------------|----------------|------------------|--------------|--------------|--------------|------------------|--------------|----------------|--------------|------------------|--------------|-------------------|--------------------|------------------|--|----------------|
| Major / Kokomo | Lincoln | Litchfield | North Church | Major / Peru | Estates Peru | Plaza | Plum Grove | River Crossing | Riverwood | Riviera | Springfield | Major / Toileston | Major / Valparaiso | | | |
| \$ 3,668,312 | \$ 6,057,440 | \$ 2,375,852 | \$ 3,609,746 | \$ 1,973,781 | \$ 78,729 | \$ 4,910,656 | \$ 5,234,722 | \$ 4,504,016 | \$ 5,008,880 | \$ 9,098,233 | \$ 2,361,141 | \$ 7,040,563 | \$ 3,030,564 | \$ 163,733,867 | | |
| 3,668,312 | 6,057,440 | 2,375,852 | 3,609,746 | 1,973,781 | 78,729 | 4,910,656 | 5,234,722 | 4,504,016 | 5,008,880 | 9,098,233 | 2,361,141 | 7,040,563 | 3,030,564 | 163,733,867 | | |
| 581,145 | 557,515 | - | 288,242 | 259,876 | - | 268,270 | 559,440 | 350,446 | 392,471 | 83,517 | - | 519,794 | 320,451 | 16,986,915 | | |
| 1,311,584 | 2,482,215 | 794,564 | 1,486,159 | 631,708 | 52,999 | 1,562,775 | 1,669,273 | 1,865,683 | 1,418,585 | 2,380,909 | 811,859 | 2,111,365 | 1,173,414 | 49,711,467 | | |
| 223,313 | 423,274 | 707,569 | 300,943 | 154,347 | 55,178 | 374,953 | 334,148 | 312,459 | 354,680 | 529,210 | 252,155 | 472,610 | 218,773 | 10,246,554 | | |
| 204,657 | 426,250 | 250,388 | 328,471 | 137,086 | 16,062 | 334,228 | 305,795 | 322,350 | 358,260 | 619,095 | 246,626 | 396,656 | 217,415 | 10,389,261 | | |
| 206,322 | 510,201 | 163,826 | 292,689 | 119,237 | 13,989 | 377,259 | 370,465 | 327,106 | 328,630 | 420,460 | 138,511 | 367,192 | 349,293 | 10,346,755 | | |
| 16,575 | 93,662 | 41,169 | 80,023 | 5,632 | - | 15,038 | 55,437 | 70,072 | 56,910 | 70,661 | 17,338 | 51,879 | 19,591 | 1,399,504 | | |
| 2,543,636 | 4,493,117 | 1,457,516 | 2,776,527 | 1,317,886 | 138,228 | 2,932,523 | 3,294,558 | 3,048,116 | 2,909,536 | 4,103,872 | 1,446,489 | 3,919,496 | 2,298,937 | 99,080,456 | | |
| 1,124,676 | 1,564,323 | 918,336 | 833,219 | 655,895 | (59,499) | 1,978,133 | 1,940,164 | 1,455,900 | 2,099,344 | 4,994,361 | 914,652 | 3,121,067 | 731,627 | 64,653,411 | | |
| 791,293 | 1,789,382 | 674,301 | 1,012,696 | 449,790 | 52,216 | 1,162,538 | 821,538 | 1,089,758 | 1,155,726 | 2,089,929 | 642,942 | 1,387,812 | 616,239 | 33,262,045 | | |
| 333,383 | (225,059) | 244,035 | (179,477) | 206,105 | (111,715) | 815,595 | 1,118,626 | 366,142 | 943,618 | 2,904,432 | 271,710 | 1,733,255 | 115,388 | 31,391,366 | | |
| 504,476 | 717,090 | 143,033 | 243,866 | 209,480 | 43,000 | 466,173 | 333,093 | 254,046 | 276,233 | 888,099 | 171,513 | 800,400 | 68,000 | 15,350,029 | | |
| 14,992 | 52,507 | 22,344 | 28,548 | 16,667 | - | 149,969 | 131,634 | 21,840 | 29,637 | 132,682 | 17,566 | 84,800 | - | 2,926,804 | | |
| 12,235 | 45,837 | 18,221 | 53,294 | 521 | - | 40,947 | 42,844 | 2,432 | 40,162 | 52,028 | 10,616 | 13,988 | 665 | 847,733 | | |
| 2,375 | 115,805 | 59,469 | 109,559 | 750 | 61 | 63,911 | 150,099 | 21,203 | 107,260 | 104,658 | 53,346 | 4,544 | 1,268 | 2,003,463 | | |
| 534,078 | 931,239 | 243,067 | 435,267 | 227,418 | 49,061 | 721,000 | 657,670 | 299,521 | 453,292 | 1,177,467 | 253,041 | 903,832 | 69,933 | 21,128,029 | | |
| (200,695) | (1,156,298) | 968 | (614,744) | (21,313) | (154,776) | 94,595 | 460,956 | 66,621 | 490,326 | 1,726,965 | 18,669 | 829,423 | 45,455 | 10,263,337 | | |
| 124,906 | 120,000 | 66,220 | 93,646 | 72,943 | 3,936 | 221,475 | 225,518 | 196,858 | 218,565 | 423,928 | 65,674 | 251,555 | 140,928 | 6,184,339 | | |
| (325,603) | (1,276,298) | (65,252) | (708,390) | (94,256) | (158,712) | (126,880) | 235,438 | (130,237) | 271,761 | 1,303,037 | (47,005) | 577,868 | (95,473) | 4,078,998 | | |
| 2,016 | 249 | - | 1,759 | 52 | 11,481 | (1,372) | 3,079 | 2,044 | 51,531 | 969 | 195 | - | 186 | 515,958 | | |
| (323,585) | (1,276,049) | (65,252) | (706,631) | (94,204) | (147,231) | (128,252) | 238,517 | (128,193) | 323,292 | 1,304,006 | (46,810) | 577,868 | (95,287) | 4,594,956 | | |
| | | | | | | 8,709 | 1,053 | - | (3,508) | | (713) | | | 18,560 | | |
| \$ (323,585) | \$ (1,276,049) | \$ (65,252) | \$ (706,631) | \$ (94,204) | \$ (147,231) | \$ (136,961) | \$ 237,464 | \$ (128,193) | \$ 323,292 | \$ 1,307,514 | \$ (46,810) | \$ 578,581 | \$ (95,287) | \$ 4,576,396 | | |
| 13,039 | 40,875 | 21,819 | 24,172 | 8,120 | 1,546 | 31,086 | 22,812 | 27,149 | 32,342 | 70,154 | 22,544 | 28,293 | 11,042 | 805,721 | | |



VILLAGE OF LINCOLNWOOD BUILDING PERMIT

| | |
|---|------------------------------|
| WORK ADDRESS: 4655 CHASE | |
| PERMIT TYPE: RENOVATION OF EXISTING BLDG-INTERIOR WORK ONLY | |
| OWNER: BM EQUITIES LLC | |
| GENERAL CONTRACTOR: G & L GENERAL CONTRACTOR, INC. | |
| SUBCONTRACTORS: CLI ELECTRIC, INC.Elec, DC HEATING COOLING & CONSTRUCTION-HVAC, GREEN LINE PLUMBING,INC. WATER SERVICE,FIRE SPRINKLER SYSTEM, EXTERIOR WORK-NOT INCLUDED IN THIS PERMIT. | |
| PERMIT #: 150169 | ISSUE DATE: 4/28/2015 |

Work must begin within 180 days from issue date or permit is void. This permit is valid for one year from issue date. Work not completed within one year will require additional permit fees.

REQUIRED INSPECTIONS: MONDAY – WEDNESDAY – FRIDAY

Call 847-673-7402 to schedule inspections. A minimum 24-hour notice is required. Work may not proceed until required interim inspections are approved.

- A failed inspection requires payment of a reinspection fee which must be paid prior to scheduling a reinspection.
- Occupancy of the construction area is prohibited until all required inspections are approved and the Certificate of Occupancy is issued.
- All required inspections must be performed and approved before the Certificate of Occupancy is issued.
- Deposits are refunded after all inspections are approved.

Inspections Required For This Permit:

| | | | |
|--|--|---|--|
| <input checked="" type="checkbox"/> Demolition | <input checked="" type="checkbox"/> Rough Plumbing | <input checked="" type="checkbox"/> Final Electric | <input checked="" type="checkbox"/> Final Inspection |
| <input type="checkbox"/> Footing | <input checked="" type="checkbox"/> Rough Electrical | <input checked="" type="checkbox"/> Final HVAC | |
| <input type="checkbox"/> Drain Tile | <input checked="" type="checkbox"/> Rough HVAC | <input checked="" type="checkbox"/> Final Structural | |
| <input type="checkbox"/> Damp Proofing | <input checked="" type="checkbox"/> Insulation | <input checked="" type="checkbox"/> Public Improvements | |
| <input type="checkbox"/> Foundation | <input checked="" type="checkbox"/> Rough Structural | <input type="checkbox"/> Zoning Compliance | |
| <input type="checkbox"/> Post Hole | <input type="checkbox"/> Tyvek/House Wrap | <input checked="" type="checkbox"/> Fire Prevention (call 847-673-1545) | |
| <input type="checkbox"/> Pre-Pour | <input checked="" type="checkbox"/> Final Plumbing | <input checked="" type="checkbox"/> Certificate of Occupancy | |

| |
|--|
| Submittal and Approval of the following additional plans are required for this project: |
| <input type="checkbox"/> Foundation Spot Survey (prior to framing) |
| <input type="checkbox"/> As-Built Site Grading Plan (proper grades with adjoining properties must be maintained) |

Hours for Construction: Monday – Friday: 7:00 a.m. to 6:00 p.m.
Saturday: 7:00 a.m. to 12:00 Noon

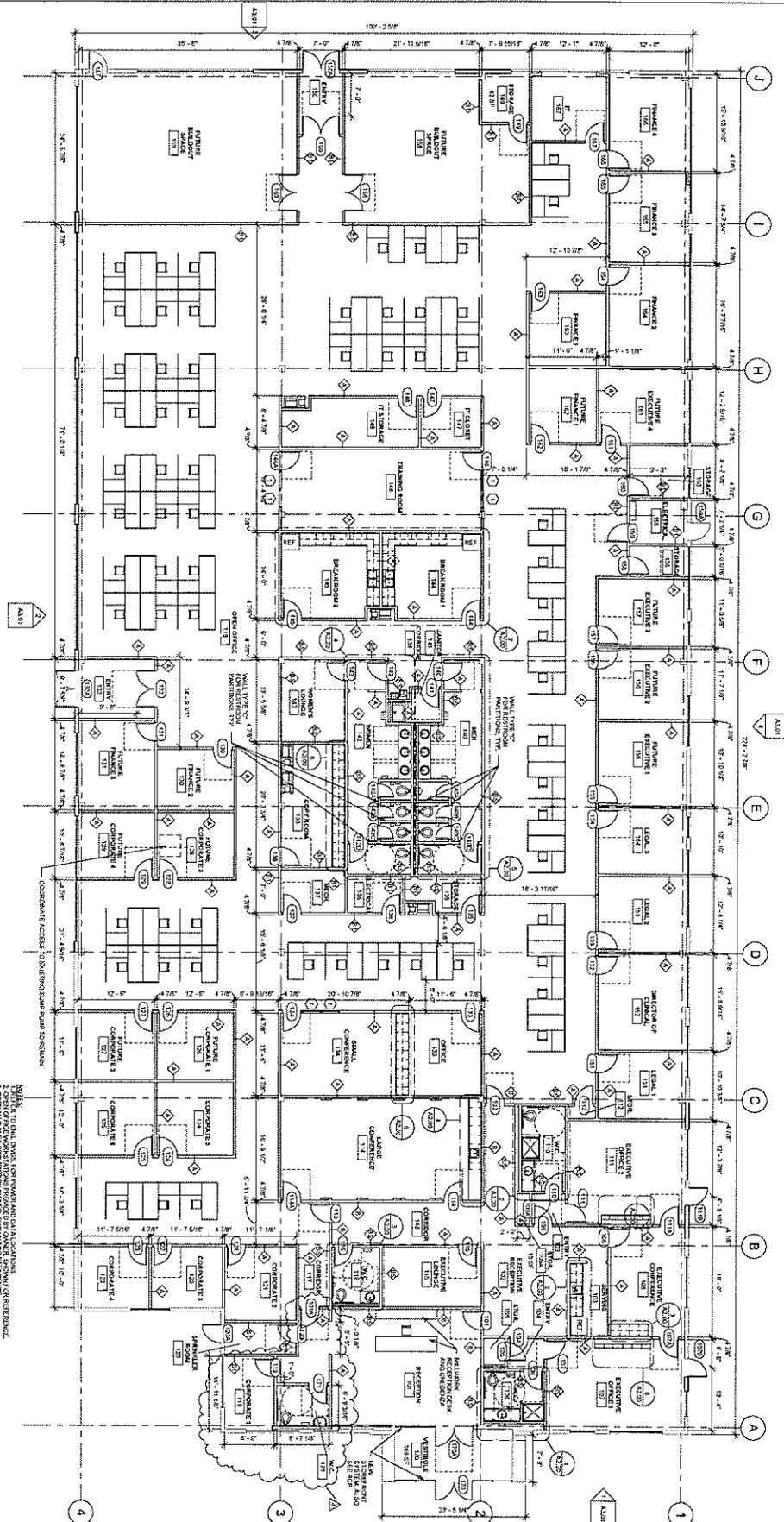
**No Work on Sundays
Or Legal Holidays**

- Prior to excavating, call JULIE at 800-892-0123 for underground utility location.
- The site must be kept safe, sanitary, and free of trash, rubbish, and construction debris at all times.
- Dumpsters must be located on private property.
- The approved set of plans must be maintained on the construction site.

This permit is issued pursuant to Village Code and does not confer any approval or right to violate a restrictive property covenant, easement, Association Declaration, or other recorded restriction which may affect the construction site. Additional permits for this work may be required from other governmental agencies.

Authorized By Community Development Manager

This permit card must be posted in a conspicuous location visible to public view and must remain posted until job is completed.



1 FLOOR PLAN
1/8" = 1'-0"

NOTES:
 1. REFER TO THE ORIGINAL DRAWINGS FOR DIMENSIONS AND MATERIALS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.



| | |
|--------------|-------------------------|
| PROJECT NO. | 15-14 |
| DATE | 05/15/15 |
| PROJECT NAME | CHASE OFFICE LLC |
| OWNER | CHASE OFFICE LLC |
| ARCHITECT | RYAN & ASSOCIATES, INC. |
| DATE | 05/15/15 |
| PROJECT NO. | 15-14 |
| DATE | 05/15/15 |
| PROJECT NAME | CHASE OFFICE LLC |
| OWNER | CHASE OFFICE LLC |
| ARCHITECT | RYAN & ASSOCIATES, INC. |
| DATE | 05/15/15 |

CHASE OFFICE LLC
 4655 Chase Ave.
 Lincolnwood, IL 60712

Interior Remodel

Alan P. ...

SEAL

ALAN P. ...

PROJECT TEAM

OWNER
 CHASE OFFICE LLC
 4655 CHASE AVE.
 SHERWOOD, IL 60076

ARCHITECT
 RYAN & ASSOCIATES, INC.
 2 EXECUTIVE CT. UNIT 4
 SOUTH BARRINGTON, IL 60010

SCALE
 AS SHOWN

A1.00

Request For Board Action

REFERRED TO BOARD: December 15, 2015

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of an Ordinance Amending Chapter 14 of the Municipal Code Regarding the Village's Building Regulations

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Recently, the Village Board discussed staff recommendations to amend the Village's local building code amendments to the adopted model International Building Code. Specifically discussed have been the Village's fire resistance ratings pertaining to wall and structural members and for floor and horizontal assemblies within multi-family buildings. Also discussed have been the Village's material requirements to use concrete or masonry for floor-ceiling assemblies, structural elements, and exterior walls in multi-family buildings.

For separation walls and floor-ceiling assemblies for multi-family and like construction, staff is proposing modifying the existing local requirement for 2-hour fire resistance ratings and replacing these with a 1-hour fire resistance rating. Further, staff is proposing eliminating the local code amendment that requires specific material mandates for floor-ceiling assemblies, structural elements, and exterior walls for multi-family and like construction. As proposed, the amendment also includes the elimination of the use of combustible Construction Types III, IV, and V which will require all buildings greater than 1,000-square feet to be constructed of non-combustible materials. These proposed changes are to the building code and do not affect masonry requirements enacted for appearance purposes found in the Zoning Code.

In addition to these changes, staff is also proposing adding as a local amendment to the Building Code, the Village existing tree preservation requirements during construction (these regulations are currently found in the Zoning Code) and further staff is proposing to relocate the Village's present prohibition of EFIS to a more appropriate location of the Building Code.

These items were discussed with the Village Board at COTW meetings on November 3, 2015 and December 1, 2015 at which time direction was given to prepare an Ordinance consistent with these recommendations. Attached is this Ordinance for consideration.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Staff Memo to COTW
3. Multi-Family Construction Survey
4. Jensen & Halstead Letter Dated October 21, 2015

RECOMMENDED MOTION:

Move to approve an ordinance amending Chapter 14 of the Municipal Code regarding building regulations.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING CHAPTER 14 OF
THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING THE VILLAGE'S BUILDING REGULATIONS**

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

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

Village Clerk

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING CHAPTER 14 OF
THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING THE VILLAGE'S BUILDING REGULATIONS**

WHEREAS, Chapter 14 of the "Municipal Code of Lincolnwood," as amended ("*Village Code*"), sets forth the building regulations of the Village, which regulations are comprised of specified building, plumbing, fire prevention, electrical, life safety, mechanical, property maintenance, fuel gas, and energy conservation codes, and other related requirements; and

WHEREAS, Sections 14-2-2 and 14-2-3 of the Village Code adopt by reference, with various modifications, the International Building Code ("*Building Code*"); and

WHEREAS, the President and Board of Trustees desire to amend Chapter 14 of the Village Code to: (i) update the Village's local modifications to the Building Code; and (ii) provide for tree preservation during construction in the Village; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the City to amend the Model Codes pursuant to 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. EXCEPTIONS, INSERTIONS AND ADDITIONS. Section 14-2-3 of the Village Code is hereby amended further to read as follows:

"14-2-3: EXCEPTIONS, INSERTIONS AND ADDITIONS.

| International Building Code Section | Change |
|-------------------------------------|--|
| Section 101.1 | Insert: "Village of Lincolnwood" |
| Section 101.4.4 | Delete: "International Plumbing Code" |
| Section 101.4.4 | Insert: "Illinois Plumbing Code, most current edition" |

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

| | |
|----------------------------------|---|
| 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." |
| Section 105.8 | Insert: "Permit fee renewal. There shall not be any fee for the first renewal or reissuance of any permit that extends the validity of the initial permit for a period not to exceed 180 days. The fee for any subsequent renewal or reissuance of any permit that extends the validity of the initial permit for additional periods not to exceed 180 days shall be assessed at 25% of the original cost of the original permit." |
| Section 107.2.5 | Insert: "The site and grading plan shall be submitted in both paper and electronic versions." |
| Section 110.3.10.1 (new section) | Insert: "Final storm sewer inspection. A final inspection of the storm sewer shall be scheduled with and approved by the Department of Public Works prior to the issuance of a certificate of occupancy." |
| Section 110.7 (new section) | Insert: "Final grading/TOPO survey. If the topography of the land or property has been materially altered in connection with any work completed thereon, a final grading/TOPO plat of survey, performed, signed and sealed by a licensed land surveyor, shall be submitted to the Village for review prior to the issuance of a Certificate of Occupancy. The survey shall be submitted in both paper and electronic versions and shall include the location of the water meter." |
| Section 111.3.1 (new section) | Insert: "Deposit and compliance. Prior to the granting of a temporary occupancy permit, the applicant shall submit a deposit equal to 110% of the cost of completion of all |

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

outstanding items necessitating the request for a temporary occupancy permit. The deposit shall be forfeited to the Village upon non-completion of any outstanding items prior to the expiration of the temporary occupancy permit.”

- | | |
|--------------------------------|--|
| Section 112 | Delete |
| Section 113 | Delete |
| Section 113.4 | Insert: "Applicable penalties shall be as set forth in Chapter 14 of the Village Code." |
| Section 115.4 (new section) | Insert: "Appeals. Any permittee who is served with a stop-work order shall have the right to appeal the issuance of the stop-work order to the Village Manager, by filing a written appeal within seven days after the issuance of the stop-work order. The Village Manager shall, within seven days after receipt of the properly filed appeal, either (a) affirm the issuance of the stop-work order, or (b) rescind or modify the stop-work order. The failure of the Village Manager to render a decision within seven days shall be deemed as an affirmation by the Village Manager of the issuance of the stop-work order. All decisions of the Village Manager made pursuant to this Section 114.4 shall be final." |
| Section 306.3 | Delete: "F-2" in the first and fifth lines. |
| Section 306.3 | Insert: "F-1" in the first and fifth lines. |
| Section 310.1, R-2 | Delete: "Congregate living facilities with 16 or fewer occupants are permitted to comply with the construction requirements for Group R-3." |
| Section 311.3 | Delete: "S-2" in the first and sixth lines. |
| Section 311.3 | Insert: "S-1" in the first and sixth lines. |
| Section 406.1.4(3) | Delete: "3. A separation is not required between a Group R-3 and U carport, provided the carport is entirely open on two or more sides and there are not enclosed areas above." |
| Section 420.2 | Insert: " Fire resistance of walls and structural members. For multifamily structures containing three or more living units, or one or more living units in a structure containing any other type of use such as business or industrial, the fire resistance rating of structural elements (including walls, |

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

~~floors and roof) and dwelling or sleeping room separations or party walls shall be a minimum of two hours, and the structural elements shall be constructed of masonry or concrete. Exterior and load-bearing wall construction shall be of masonry. The use of exterior insulation finishing systems ("EIFS"), such as Dryvit or similar products, on exterior walls is specifically prohibited."~~

Section 420.3 ~~Insert: "Fire resistance of floors and horizontal assemblies. All floors shall be pre-cast concrete type, or poured concrete type having at least a two-hour fire resistance rating. Floors in this section may be allowed to use a UL approved, two-hour rated or listed assembly in lieu of pre-cast or poured concrete construction."~~

Table 503 ~~**Delete: Columns titled "Type III," "Type IV," and "Type V."**~~

Section 503.1.4 ~~**Insert: "Types III, IV, and V Construction are only permitted for buildings of 1,000 square feet or less in area, and of no more than one story in height."**~~
(new section)

Section 508.3 ~~Insert: "Exception: All Group B uses shall be separated from Group F and Group S uses with minimum 1-hour rated fire partitions."~~

Table 508.4 ~~Delete: "N" where Columns 11 and 12 intersect Row 6 (Use Groups B, F-1, M, S-1)~~

Table 508.4 ~~Insert: "1" where Columns 11 and 12 intersect Row 6 (Use Groups B, F-1, M, S-1)~~

Table 508.4 ~~Insert: "Exception: Where Table 508.4 requires a 1-hour separation between Use Groups B, F-1, M and S-1, the 1-hour rating shall not be required to separate rooms or areas of the same use group unless a fire separation is required elsewhere in this code."~~

Section 601.1.1 ~~Insert: "The provisions of this article shall not be deemed to nullify any provisions of the Zoning Ordinance or any other ordinance, law or statute of the Village pertaining to the location, or type of construction of buildings. All exterior walls shall be of solid masonry construction, except single family residences, which may have masonry veneer exterior walls and/or use other durable exterior finishing material when/if the Community Development Director~~
(new section)

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

determines it is not structurally feasible to use a masonry veneer."

Section 602.3 **Insert: "Type III Construction is only permitted for buildings of 1,000 square feet or less in area and no more than one story in height."**

Section 602.4 **Insert: "Type IV Construction is only permitted for buildings of 1,000 square feet or less in area and no more than one story in height."**

Section 602.5 **Insert: "Type V Construction is only permitted for buildings of 1,000 square feet or less in area and no more than one story in height."**

Section 709.1, Item 3 Delete: "in covered mall buildings as required by Section 402.7.2."

Section 709.1, Item 6 (new section) Insert: "6. Walls separating Group B uses from Group F or S uses."

~~Section 709.3~~ ~~Insert at the end of the sentence: "...except that walls and floors separating dwelling or sleeping units shall have a fire resistance rating of not less than 2 hours."~~

Section 709.3, Exceptions 1 and 2 Delete

Section 712.3, Exception Delete

Section 902.1 Delete: Definition of "Fire Area" in its entirety.

Section 902.1 Insert: "FIRE AREA: The aggregate floor area bounded by the exterior walls of a building or structure, regardless of fire walls, fire barriers or fire resistance-rated horizontal assemblies."

Section 903.2.1.1 Delete: "12,000"

Section 903.2.1.1 Insert: "5,000"

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

- Section 903.2.1.3 Delete: "12,000"
- Section 903.2.1.3 Insert: "5,000"
- Section 903.2.1.4 Delete: "12,000"
- Section 903.2.1.4 Insert: "5,000"
- Section 903.2.2.1 (new section) Insert: "Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B fire area exceeding 5,000 square feet."
- Section 903.2.3 Delete: "12,000"
- Section 903.2.3 Insert: "5,000"
- Section 903.2.4 Delete: "12,000"
- Section 903.2.4 Insert: "5,000"
- Section 903.2.4 Insert: "All 'spec' buildings with a Group F use having a ceiling or roof height of 25 feet or greater shall be protected with an ESFR fire sprinkler system or a hydraulically calculated fire sprinkler system for Class IV commodities with rack storage calculated to the greatest storage height."
- Section 903.2.7 Delete: "12,000"
- Section 903.2.7 Insert: "5,000"
- Section 903.2.9 Delete: "12,000"
- Section 903.2.9 Insert: "5,000"
- Section 903.2.9 Insert: "All 'spec' buildings with a Group S use having a ceiling or roof height of 25 feet or greater shall be protected with an ESFR fire sprinkler system or a hydraulically calculated fire sprinkler system for Class IV commodities with rack storage calculated to the greatest storage height."
- Section 903.2.9.1 Delete: "10,000" in Condition 1
- Section 903.2.9.1 Insert: "5,000" in Condition 1
- Section 903.2.9.1 Delete: "12,000" in Condition 2

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

- Section 903.2.9.1 Insert "5,000" in Condition 2
- Section 903.2.10 Delete: "12,000"
- Section 903.2.10 Insert: "5,000"
- Section 903.3.5 Insert: "Hydrant water flow data used for the design of any fire sprinkler system shall not be more than one year old."
- Section 903.3.5.3 (new section) Insert: "Design safety factor. The design of the fire sprinkler system shall provide a minimum 5 psi safety factor in the fire protection system hydraulic calculation. The system demand shall be minimum 5 psi below the seasonal low water flow test supply."
- Section 903.3.7 (new section) Insert: "Domestic water separation. The domestic water service shall be separated from the fire service prior to entering the building or structure, and an approved shut-off valve shall be placed on the domestic water service at a point after the separation and prior to entering the building or structure."
- Section 903.4.1.1 (new section) Insert: "Fire department supervision. Where required by the Code Official to protect from hazards to life and property, the fire alarm system shall terminate at the Fire Department Communications Center."
- Section 903.4.2.1 (new section) Insert: "Outside alarm indicator. An audio/visual 75 cd device shall be mounted on the outside of a building or structure over the location of the fire department connection. For residential fire sprinkler systems without a fire department connection, a strobe shall be mounted on the front of the building or other location approved by the Code Official. The audio/visual device shall be supervised by the fire alarm system and shall only operate upon water flow activation."
- Section 903.4.2.2 (new section) Insert: "Alarm indicating appliances. Audio/visual devices shall be provided, seen and heard in all areas of every building in accordance with NFPA 72. All buildings/structures with fire sprinkler systems shall be provided with occupant notification devices."
- Section 903.4.2.3 (new section) Insert: "Inspector test valves. Fire sprinkler system inspector test valves shall be accessible at all times and shall be located no more than 6'-0" above the finished floor. For sprinkler systems with multiple risers, each inspector test valve shall be

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

marked for the riser and area it serves.”

- Section 903.4.3 Delete: ". . . on each floor in high rise buildings."
- Section 903.4.3 Insert: "...on each floor in multiple-story buildings. A floor control valve with water flow switches shall be provided for each floor.”
- Section 903.4.4 (new section) Insert: “Automatic detection. Where automatic fire sprinklers provide protection with an approved flow switch interconnected to the fire alarm system, and the area is easily identifiable as to the location of the activation, additional automatic detectors are not required. Where a building has numerous rooms protected by the zoned fire sprinkler system, the Code Official may require additional detectors for a more rapid means to identify the location of smoke or fire.”
- Section 903.6 (new section) Insert: “Hydraulic nameplate. On each fire sprinkler drawing, provide a copy of the hydraulic nameplate at each hydraulically calculated area.”
- Section 903.7 (new section) Insert: “NFPA standards. Whenever NFPA standards are listed or referenced within this code, that entire NFPA standard shall be considered a part of this code.”
- Section 903.8 (new section) Insert: “Fire pump test header. For fire pump installations, provide the following:
a. An OS&Y control valve on all fire pump test headers; and
b. An outside test header.”
- Section 903.9 (new section) Insert: “Fire hydrants. Fire hydrants shall be provided around the perimeter of a building in no more than 300-foot increments, and at least one fire hydrant shall be located within 100 feet of the fire department connection on the fire protection water supply to the building.”
- Section 903.10 (new section) Insert: “Fire flow requirements. Appendix B of the 2009 International Fire Code is adopted in full and shall be made a part of this code.”
- Section 903.11 (new section) Insert: “Outside access door. Provide an outside access door, no less than 36 inches in width and six feet eight inches in height, at all fire sprinkler riser valve rooms and fire pump rooms.”

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

| | |
|------------------------------------|---|
| Section 903.12 (new section) | Insert: “Sprinkler valve room. All fire sprinkler main risers and valves shall be enclosed within a room constructed with minimum one-hour fire barriers. Said room shall be sized to maintain all required clearances to maintain, repair and operate the system and all valves, and shall be sized to maintain all required door clearances.” |
| Section 905.3.1 | Delete: “...where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.” |
| Section 905.3.1 | Insert: “...more than 2 stories in height, or more than 2 stories below grade.” |
| Section 905.3.8 (new section) | Insert: “Warehouse storage areas. In all warehouse storage areas exceeding 20,000 square feet, and where storage exceeds 12 feet in height, inside 2½” fire hose valves with a 1½” reducer shall be provided to a 1½” connection. Said valves shall be located at each entrance door to the warehouse and/or storage area. Additional 2½” fire hose valves shall be provided such that no portion of the warehouse and/or storage area is more than 120 feet of maximum travel distance to a fire hose valve. The location of all obstructions and racking shall be clearly identified on the permit drawings.” |
| Section 905.3.8.1 (new section) | Insert: “Fire hose valve system. The fire hose valve system piping shall: <ul style="list-style-type: none"> a. Be a separate riser piping system; b. Be supplied by a minimum four-inch supply pipe with 2½ drops to each 2½” valve; and c. Have Potter reduced pressure, field adjustable type valves where the system pressures exceed 100 psi.” |
| Section 907.1.4 (new section) | Insert: “Addressable fire alarm systems. All fire alarm systems shall be of the addressable type.” |
| Section 907.2 | Delete |
| Section 907.2 | Insert: “Where required. An approved manual, automatic or manual and automatic fire alarm system shall be provided in all Use Groups, including occupant notification appliances, throughout the building installed in accordance with NFPA 72. |

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

An approved automatic fire detection system shall be installed in all Use Groups not provided with an automatic fire sprinkler system and in accordance with NFPA 72. Devices, combination of devices and equipment shall comply with Section 907.1.2. The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as boiler rooms, where, during normal operation, products of combustion are present in sufficient quantity to activate a smoke detector.”

| | |
|-----------------------------------|---|
| Section 907.2.2 | Delete |
| Section 907.2.3 | Delete |
| Section 907.2.4 | Delete |
| Section 907.2.5 | Delete |
| Section 907.2.7 | Delete |
| Section 907.2.7.1 | Delete |
| Section 907.2.8.1 | Delete |
| Section 907.5.2.3.5 (new section) | Insert: “Multi-tenant Use Group M buildings. Multi-tenant Use Group M buildings shall be designed as “ring by tenant,” activated by a fire sprinkler system flow switch for that space or automatic fire detection, and shall include a weatherproof clear outside strobe over the entrance to each tenant space as directed by the Code Official. All outside strobe devices shall have a minimum 75 candela.” |
| Section 907.6.6 (new section) | Insert: “Fire alarm panel location. The fire alarm control panel or full function annunciator panel shall be installed within 10 feet of the main entrance or in a location approved by the Code Official.” |
| Section 912.1.1 (new section) | Insert: “Connection type. All fire department connections shall be a five-inch Storz connection with a 30-degree turn down.” |
| Section 1006.3 | Insert: “6. All rooms and areas containing the building fire sprinkler riser(s), fire pump(s) and fire alarm control panel(s).” |
| Table 1018.1 | Delete: “0.5” at the intersection of Line “R” and Column |

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

| | |
|---------------------------------|--|
| | “With sprinkler system.” |
| Table 1018.1 | Insert: “2 <u>1</u> ” at the intersection of Line “R” and Column “With sprinkler system.” |
| Section 1403.1 | Insert: "All exterior walls shall be constructed in accordance with the applicable standards set forth in the Village of Lincolnwood Zoning Ordinance." |
| <u>Section 1404.11</u> | <u>Delete</u> |
| <u>Section 1404.11</u> | <u>Insert: "The use of exterior insulation finishing systems ("EIFS"), such as Dryvit or similar products, on exterior walls is specifically prohibited."</u> |
| <u>Section 1408</u> | <u>Delete</u> |
| Section 1802.2.3, Except | Delete: "Exception: A subsurface soil investigation shall not be required where waterproofing is provided in accordance with Section 1807." |
| Chapters 27, 28, 29 and 32 | Delete |
| Section 3303.4 | Insert: "The lot shall be maintained free from the accumulation of rubbish and all other unsafe or hazardous conditions which endanger the life or health of the public." |
| Section 3303.7 (new section) | Insert: "Removal of waste materials. Material shall not be dropped by gravity or thrown outside the exterior walls of a building during demolition or erection. Wood or metal chutes shall be provided for the removal of such materials. Where the removal of any material will cause an excessive amount of dust, such material shall be wet down to prevent the creation of a nuisance." |
| Section 3307.2 (new section) | Insert: "Bracing, shoring and reinforcement requirements. For any excavation greater than three feet in depth occurring within five feet of any property line or right-of-way, the owner of the property to be excavated shall reinforce or brace adjacent land, buildings and structures so as to prevent any sagging, settling, cracking or collapse occurring to the adjacent land, sidewalks, fences, structures, foundations or walls. Where bracing, shoring or reinforcement is required because of the depth of excavation and distance to the property line or right-of-way, an Illinois licensed structural or |

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

professional engineer shall design such bracing, shoring or reinforcement, and shall stamp and seal the plans therefor. Installation of the bracing, shoring or reinforcement shall be in accordance with such design requirements and as directed by the structural or professional engineer. The owner of the property to be excavated shall be responsible for the cost of any required bracing, shoring or reinforcement."

Section 3310.1 Delete

Section 3310.1 Insert: "Where a new building is under construction or where an existing building is being altered, at least one temporary stairway shall be provided unless one or more of the permanent stairways are erected as the construction progresses. Every required temporary stairway that has three or more risers shall be provided with a handrail for the full length of the run of the steps on at least one side."

SECTION 3. TREE PRESERVATION DURING CONSTRUCTION. Article 14 of Chapter 11 of the Village Code is hereby amended to add a new Section 15, which Section hereafter reads as follows:

“14-14-15 Tree preservation during construction.

(A) Trees required or scheduled to be preserved shall be protected during construction as follows:

- (1) A protective barrier such as a snow fence, brightly colored plastic construction fencing, or chain link fencing, shall encircle and be erected one foot beyond the periphery of the dripline, or farther as site conditions may dictate necessary for tree protection during construction.**
- (2) Protective barriers shall be in place prior to the issuance of any building or development permit and shall remain in place until construction and site work is completed.**
- (3) No materials, construction equipment or vehicles shall be stored, driven upon or parked within any dripline.**
- (4) Crushed limestone or other material detrimental to trees shall not be dumped, placed, or stored within any dripline or at a higher elevation where drainage could affect the health of the tree(s).**
- (5) The existing grade within the dripline shall not be modified and shall be maintained to the fullest extent possible. Where grade**

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

changes of four inches or more are required surrounding the dripline, a low retaining wall or other permanent tree protection technique, as may be approved by the Director of Community Development, shall be used to ensure the long-term health of the tree designated for preservation.

- (6) In the event an underground utility line is to be located within five feet of a tree designated for preservation, said utility line shall be augured to prevent damage to the tree's root system.
- (B) Methods for tree protection shall be clearly specified prior to the issuance of a building permit. If, in the opinion of the Village Arborist, such methods are not adequate to protect trees designated for preservation, a building permit shall not be issued. If during construction, adequate methods are not employed so as to protect designated trees, the Director of Community Development may issue a stop order until such time as adequate preservation methods are employed.
- (C) If a deciduous tree designated for preservation is damaged, razed or removed as a result of construction, such tree shall be replaced with new trees at a rate of three inches in caliper of replacement trees to each one inch in caliper of damaged or removed tree. The Director of Community Development shall approve in writing a replacement tree plan that indicates the installation location and specific size and specie of such replacement trees.
- (D) If an evergreen tree designated for preservation is damaged, razed or removed as a result of construction, such tree shall be replaced with new evergreen trees at a rate of three vertical feet of replacement evergreen tree for each vertical foot of damaged or removed tree. The Village Arborist shall approve in writing a replacement tree plan that indicates the installation location, specific size and specie of such replacement trees.
- (E) Replacement trees shall only be of a species approved by the Village.
- (F) Alternative tree replacement location:
 - (1) If the Village Arborist, determines that full tree replacement pursuant to Sections 14-14-15(C) or 14-14-15(D) of this Code will result in the unreasonable crowding of trees on the lot where construction activity is taking place, or would be otherwise inconsistent with current best practices, the Director of Community Development may designate that some or all of the replacement trees required be planted in the public

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

right-of-way immediately adjacent to the lot where the construction activity is taking place.

- (2) If the Village Arborist determines that the alternative tree replacement required in Section 14-14-15(F)(1) of this Code will result in the unreasonable crowding of trees upon the public right-of-way in accordance with current best practices, the Director of Community Development may reduce the number of replacement trees to be planted immediately adjacent to the public right of way, and require that replacement trees be located on other nearby public rights-of-way, or other suitable locations.
 - (3) All replacement trees designated for the public right-of-way or Village property shall only be of those species permitted by the Village, and shall be installed by the Village and not by the permittee.
- (G) In the event that the Village Arborist determines that the full replacement of protected trees as required by Sections 14-14-15(C), (D), or (F) of this Code would result in unreasonable crowding of trees upon the lot where construction activity will occur, or on the immediately adjacent public right-of-way, a permittee may be allowed to pay the Village a fee in lieu of making such replacement in kind. Upon collection of the tree replacement fee the Village shall deposit this fee into a special Village fund established and used to plant trees elsewhere in the Village. The Village has no obligation to grant such a request. If the request is granted, the following regulations shall apply:
- (1) This fee shall equal the tree replacement value based upon the average cost per tree inch of trees planted by the Village during the previous fiscal year;
 - (2) The tree replacement fee must be received by the Village within 30 days after the date of the damage or removal for which the replacement is required;
 - (3) The Director of Community Development may issue a stop-work order if a permittee fails to pay the tree replacement fee within 30 days after the date of the damage or removal for which the replacement is required. No certificate of occupancy for the property in question shall be issued until the tree replacement fee has been received by the Village.
- (H) For any tree designated for preservation that is damaged, razed or removed without the prior written approval of the Director of Community Development, a fine (as set forth in in the Village's Annual

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

Fee Resolution) shall be assessed upon the owner of the property on which the trees were damaged or removed. All building permits or licenses for the property shall be revoked or suspended until said charge is paid and a replacement tree plan is prepared and approved by the Director of Community Development.”

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

PASSED this ____ day of _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2015.

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

ATTESTED and FILED in my office the
____ day of _____, 2015.

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

#37950743_v1

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

Memorandum

To: Timothy C. Wiberg
Village Manager

From: Timothy M. Clarke, AICP
Community Development Director

Date: November 24, 2015

Subject: Local Amendments to Village Building Codes Proposed Changes

At the November 3, 2015 COTW meeting, the Village Board began discussing a staff recommendation to modify some of the Village's local amendments to the Building Codes. This discussion resulted in the Village Board desiring additional information on this matter. Attached to this memorandum is this additional information.

Background

The Village, like most area suburbs, adopts a set of nationally recognized model building codes, with the most commonly adopted model codes in this area being the set of International Building Codes (IBC). Where a community desires to deviate from the adopted model codes, either by eliminating a provision of the model code or adding or modifying regulations, it adopts what is known as a local building code amendment. This local building code amendment then supersedes the pertinent regulations found in the adopted model building code. For discussion before the Village Board now, is staff proposed changes to Village adopted amendments to the model codes.

Recently South Bay Partners (through their architect, Jensen & Halstead Ltd.), which has received approval to construct a senior living facility on the former Bell & Howell property, requested staff to review the Village's local building code amendments as it pertains to multi-family building construction/fire safety. See attached letter. Stark Enterprises, who may be developing the Purple Hotel site, has also expressed to staff concern regarding these existing local Village building code amendments.

The local Village code amendments of concern relate to:

- 1) fire resistance of wall and structural members within multi-family buildings;
- 2) fire resistance of floor and horizontal assemblies within multi-family buildings;
- 3) the specific use of masonry or concrete for all structural elements within multi-family buildings; and
- 4) the specific use of solid masonry for the exterior walls of all buildings other than single-family residences.

Most specifically of concern with these local Village building code amendments, is the Village's current requirement for two-hour fire resistance ratings for dwelling or sleeping room separations, party walls, and floor assemblies, as well as the local Village requirement requiring structural elements for multi-family buildings to be comprised of masonry or concrete, including floor-ceiling assemblies and exterior and load bearing walls. Staff notes that these masonry material concerns are related only to the Village's local building code amendments. These are different and not related to the Village's masonry appearance requirements found separately in the Village's Zoning Code.

Staff Review

In reviewing this matter, staff found that the local Village building code amendments for which concern has been expressed have been in place in the Village since at least 1994. Since 1994, only single-family and townhouse construction has occurred in the Village. Providing strong rationale to review these local Village code provisions is that since these local building code amendments were adopted by the Village, the Village has adopted fire sprinkler requirements for all new buildings.

Code Comparison Survey

Attached is a survey conducted by staff of Chicago-area communities regarding multi-family construction requirements. This survey includes nearby municipalities, Chicago area municipalities for which TPI conducts plan reviews for, and Chicago area communities provided to staff by the Brick Industry.

All communities surveyed utilize a version of the International Building Code (IBC). Under the model IBC Code, minimum fire resistance ratings for Separation Walls and Floor-Ceiling Assemblies vary from one-half to one-hour fire resistance, based on a variety of factors. Further, the IBC Code is performance based and does not mandate the use of specific construction material for ceiling assemblies, structural elements, or exterior walls. These IBC provisions are valid in a community that has adopted the IBC Code, unless a community has taken specific local action to amend these provisions.

In reviewing the survey results, staff notes that the vast majority of communities have either adopted outright the model IBC fire resistance requirement of one-half to one-hour rating for separation walls and floor-ceiling assemblies, or alternatively, have adopted a local code amendment requiring all multi-family construction to be a minimum of one hour. Few communities have adopted a local code amendment requiring a minimum two-hour fire resistance rating and virtually no community requires a specific construction material for floor-ceiling assemblies, structural elements or exterior walls, as currently Lincolnwood has.

In conducting this survey, staff reached out to the Masonry Advisory Council seeking communities that may mandate masonry construction for structural elements or for separation. The Masonry Council referred staff to the Brick Industry Association, which provided staff with a list of communities in the Chicago area. Staff included these communities in its survey.

At the last COTW meeting, much discussion occurred regarding the Village of Bloomingdale code with it being asserted that this community had very stringent construction codes which mandated the use of masonry. Staff has investigated this matter and found that, in fact, Bloomingdale has no such masonry construction requirement and has established a fire resistance rating of one hour, the same as staff is now recommending for the Village of Lincolnwood.

Staff Recommendation

Both Fire Chief Hansen and the Village's building code experts, TPI, have reviewed the Village's existing local building code amendments. Due primarily to fire sprinkler requirements, both concur that the Village's local code amendments pertaining to fire resistance and multi-family construction (Use Groups R-1 and R-2, which includes hotels, apartments, and condominiums), and specifically the requirements mandating masonry construction and a fire resistance rating of two hours, could be viewed as excessive, and support the elimination of these provisions.

In addition to this matter, staff also is proposing the addition of a local building code amendment concerning tree preservation requirements during construction, a requirement presently found in the Zoning Code. Staff recommends this code addition to the Building Code in order to improve both knowledge of this requirement among contractors and to assist with the enforcement of this requirement.

At the COTW meeting, Fire Chief Mike Hansen and Master Code Professional Steve Mertes will be available to answer any questions concerning this matter. Staff also anticipates that a representative of South Bay and Stark Enterprises will be in the audience for this discussion.

Attachments

1. Multi-Family Construction Survey
2. Jensen & Halstead Ltd. Letter Dated October 21, 2015
3. Proposed Local Building Code Changes

**Multi-Family Construction Survey
(Use Group R1 and R2)**

| <u>Community</u> | <u>Source/Notes</u> | <u>Which Edition of IBC?</u> | <u>Req'd Fire Resistance Rating: Separation Walls</u> | <u>Fire Resistance Rating: Floor-Ceiling Assemblies</u> | <u>Specific material for separation walls?</u> | <u>Specific material for floor-ceiling assemblies?</u> | <u>Only concrete or masonry construction for all structural elements?</u> | <u>Exterior walls of new buildings - solid masonry?</u> |
|-------------------------------|--|------------------------------|---|---|---|--|---|---|
| Lincolnwood (Existing) | Building Code | 2009 IBC | 2-Hour | 2-hour | No | Concrete | Yes | Yes |
| Lincolnwood (Proposed) | N/a | 2009 IBC | 1-Hour | 1-Hour | No | No | No | No |
| Arlington Heights | Info provided by municipality | 2009 IBC | Per IBC | Per IBC | No | No | No | No |
| Batavia | Info from Brick Industry Association - confirmed with municipality | 2006 IBC | Dwelling: 2-hour Sleeping: 1-hour | 2-hour | Per IBC; Masonry/concrete-only requirement deleted 2007 | Per IBC; Concrete-only requirement deleted in 2010 | Per IBC | No. Previous req. for 80% exterior masonry deleted in 2008 |
| Bellwood | TPI Records - confirmed with municipality | 2012 IBC | Per IBC | Per IBC | No | No | No | No |
| Bensenville | TPI Records - confirmed with municipality | 2006 IBC | 1 hour | 1 hour | No | No trusses | No | No |
| Bloomingtondale | TPI Records - confirmed with municipality | 2012 IBC | 1 hour | 1 hour | No wood | No | No | No |
| Buffalo Grove | Info provided by municipality | 2006 IBC | Per IBC | Per IBC | No | No | No | No |
| Chicago Ridge | TPI Records - confirmed with municipality | 2009 IBC | Per IBC | Per IBC | No | No | No | No |
| Countryside | TPI Records - confirmed with municipality | 2006 IBC | Per IBC | Per IBC | No | No | No | No |
| Deerfield | No Response | 2012 IBC | - | - | - | - | - | - |
| Des Plaines | No Response | 2012 IBC | - | - | - | - | - | - |
| DuPage County | TPI Records - confirmed with municipality | 2009 IBC | Per IBC | Per IBC | No | No | No | No |
| Elburn | TPI Records - confirmed with municipality | 2003 IBC | Per IBC | Per IBC | No | No | No | No |
| Evanston | Info provided by municipality | 2012 IBC | 1 hour | 1 hour | No | No | No | Per IBC |
| Glendale Heights | TPI Records - confirmed with municipality | 2006 IBC | 1 to 2 hours | Per IBC | No | No | No | No |
| Glenview | Info provided by municipality | 2012 IBC | Per IBC | Per IBC | No | No | No | No |

**Multi-Family Construction Survey
(Use Group R1 and R2)**

| | | | | | | | | |
|------------------|---|-----------------|--------|--------|---|---|----|----|
| Winnetka | No Response | 2009 IBC | - | - | - | - | - | - |
| Woodridge | TPI Records - Confirmed with Municipality | 2012 IBC | 1 hour | 1 hour | No wood, No IIIB, VA or VB construction | No wood, No IIIB, VA or VB construction | No | No |



October 21, 2015

Attn: Village Board Members
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Re: South Bay Partners
New Development – 3400 W. Pratt Avenue
Lincolnwood, IL
J&H Project No. SBP13057

Village Board Members,

We have been working diligently for the last several months with the Village of Lincolnwood in the pre-planning for a new four story Senior Living project at 3400 W. Pratt Avenue. In our review of the Village of Lincolnwood's modifications to the International Building Code (IBC), there are some items that we are requesting relief from. Below are the Lincolnwood Supplemental Code modifications followed by comparisons to the IBC requirements and our requests for relief.

The modifications that we are requesting are items that we feel are high expense items that do not provide a commensurate value of additional safety to the Residents. We intend to build a safe, sound facility that meets or exceeds all of the requirements of the International Building Code while saving unnecessary construction dollars that can be re-invested into the quality of amenities and programs for the Residents.

Lincolnwood modified Section 420.2 reads:

“Fire resistance of walls and structural members. For multifamily structures containing three or more living units...the fire resistive rating of structural elements (including walls, floors, and roof) and dwelling or sleeping room separations or party walls shall be a minimum of two hours, and the structural elements shall be constructed of masonry or concrete. Exterior and load-bearing wall construction shall be of masonry....”

Lincolnwood modified Section 420.3 reads:

“Fire resistance of floors and horizontal assemblies. All floors shall be pre-cast-concrete type, or poured-concrete type having at least a two-hour fire resistance rating. Floors in this section may be allowed to use a UL-approved, two-hour rated or listed assembly in lieu of pre-cast or poured-concrete construction.”

358 West Ontario Street
Chicago, Illinois 60654

T 312.664.7557 F 312.664.7558
www.jensenandhalstead.com



- Request #1: Interior Structural System
 - Lincolnwood Supplemental Wording: "...the structural elements shall be constructed of masonry or concrete..."
 - IBC Code Requirements:
 - For the Independent Living Building - Type IIA construction (Non-combustible, 1 hr. fire protection.)
 - For the Assisted Living Building – Type IIB construction (Non-combustible, 0 fire protection required. Per the IBC, this portion of the building would be also allowed to be built with Type V construction (wood frame)).
 - **Request:** For the main interior structure of this building, we would like to use a traditional steel frame, column and beam approach with the steel protected according to the IBC requirements to achieve the required fire ratings. This is a much simpler solution which will take up considerably less interior space and provide simpler constructability. In a fully sprinklered building, this would be a better structural system with equal or better fire protection and no reduction in safety or security to the residents.

- Request #2: Dwelling Unit Party Walls:
 - Lincolnwood Supplemental Wording: "...dwelling or sleeping room separations or party walls shall be a minimum of two hours ..."
 - IBC Code Requirements: IBC Section 709.3 requires 1 hour separation between Dwelling or sleeping rooms in a fully sprinklered building of this type.
 - National Fire Protection Association (NFPA) requirements: NFPA Chapter 32 requires only a ½ hour separation between Dwelling or Sleeping rooms in a fully sprinklered building of this type.
 - **Request:** We would like to construct the walls between dwelling units with a UL-approved, one hour rated assembly. The historical data is showing that since building sprinkling has become common, the numbers of fire events has significantly dropped. This has led IBC and the NFPA to actually decrease their requirements for fire protection in buildings that are fully sprinklered. We feel comfortable that this change does not affect the safety or security of the Residents.

- Request #3: Exterior Wall Construction
 - Lincolnwood Supplemental Wording: "...Exterior and load-bearing wall construction shall be of masonry..."
 - IBC Code Requirements:
 - Independent Living Building: Type IIA construction (Non-combustible, 1 hour protected)
 - Assisted Living Building: Type IIB construction (Non-combustible, 0 protection) OR Type V construction (Wood frame, 0 protection)
 - **Request:** The exterior face materials of our building will be a combination of masonry and stone with some accent areas of cement board siding. We would like to propose constructing the exterior of the building with a cold-formed steel stud framing system that would meet all of the fire rating requirements of the IBC codes, NFPA code, and Energy Code, in lieu of a load-bearing masonry system. Masonry veneer systems are common practice and create several constructability benefits including cost, time, space (wall thickness), and reduced foundation impact due to less weight of



the structure. Since we will be using full thickness brick and stone, this will not affect the overall appearance, safety, or security of the buildings for the Residents or Neighbors.

- Request #4: Horizontal Assemblies:

- Lincolnwood Supplemental Wording: "...Floors in this section may be allowed to use a UL-approved, two-hour rated or listed assembly in lieu of pre-cast or poured-concrete construction."
- IBC Code Requirements: (Section 712.3)
 - Independent Living Building: Type IIA construction requires a 1 hour horizontal separation between floors of Dwelling Units.
 - Assisted Living Building: Type IIB construction requires a ½ hour horizontal separation between floors of Dwelling Units in a fully sprinklered building.
- **Request:** Given that we are building a fully sprinklered building, we would like to use a UL-approved, one hour rated horizontal assembly which is the worst case in the IBC code in lieu of the Lincolnwood required 2 hour assembly. This assembly will be a combination of fire proofed steel structure with a concrete composite deck system. In a fully sprinklered building, we feel that the one hour rating is sufficient to provide proper safety and security to the Residents and Staff of the building.

In a building of this size, the amount of concrete and masonry that would be required to meet the requirements of this Supplemental Code will add significant cost to the project without adding a commensurate level of protection to the end product. We feel that these alternate systems, which are common construction practices, will provide a safe environment for the Residents and Staff of this facility while bringing the budget costs of construction down to a level that would not threaten the economic feasibility of the project for the Owner.

Thank you for your continuous courtesy and counsel, if you have any questions or comments, please don't hesitate to contact me.

Sincerely,

Jensen & Halstead, Ltd.



Glenn Seerup, AIA
Principal



Request For Board Action

REFERRED TO BOARD: December 15, 2015

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of the Approval of the Purchase and Sales Agreement for the Purchase of the Union Pacific Railroad Property

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

For the last several years the Village has been pursuing the purchase of the no longer used Union Pacific (UP) Railroad property running roughly from Devon/Crawford Avenues, northeast to Touhy Avenue, for the purposes of constructing a recreation trail. The Village has received two Congestion Mitigation Air Quality (CMAQ) grants related to this project: one would fund 80% of the purchase cost of the property; the second funds 80% of the path construction costs. The remaining funding would come from the Village's Tax Increment Financing (TIF) District.

The Village and the UP have been negotiating a purchase price for the property over the past two years. The agreed upon purchase price is \$4.6 million. If the Purchase Agreement is approved it is anticipated that closing on the property would occur within three months and construction on the trail could begin in the Fall, 2016.

FINANCIAL IMPACT:

\$4.6 million; to be funded through a mix of grant funding and TIF funds

DOCUMENTS ATTACHED:

1. Proposed Agreement

RECOMMENDED MOTION:

Move to approve an agreement for the purchase of the Union Pacific Railroad property.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into this _____ day of _____, 20__ ("Execution Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("Seller"), and **VILLAGE OF LINCOLNWOOD**, a municipal corporation of the State of Illinois, whose address is 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712 ("Buyer"), WITNESSETH:

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

Section 1. Purchase and Sale of the Property.

(a) Seller hereby agrees to sell and Buyer hereby agrees to purchase, on the terms and conditions of this Agreement, all of Seller's right, title and interest in and to the real property in Cook County, Illinois, extending from Milepost 8.4 to Milepost 9.45 on Seller's Weber Industrial Lead as shown on **Exhibit A**, attached hereto and made a part hereof (the "Land"), together with other personal property, fixtures and improvements thereon to the extent owned by Seller (the "Personal Property"). The Land and the Personal Property are hereafter sometimes collectively called the "Property".

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, the following:

(i) all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property or to interfere with the use thereof by Buyer, its successors or assigns.

(ii) exclusive PERPETUAL EASEMENTS (the "Fiber Optics Easement") ten feet (10') in width measured from the centerline of the Fiber Optics Improvements (as defined below), in, on, over, under and across the Property ("Fiber Optics Easement Property"), in which areas Seller (and its easement holders, lessees, sublessees, licensees, successors or assigns) shall have the right to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future communication systems, lines and facilities of every kind and nature, including, but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment, provided, however, that no systems, lines, facilities or equipment shall be placed above ground, except for utility boxes or equipment necessary to make off-site connections (the "Fiber Optics Improvements"). Seller does further reserve unto itself, its successors and assigns, a limited right-of-way and right of access to the Fiber Optics Easement Property over and across the Property, for the purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property. All Fiber Optics Improvements presently existing on or hereafter constructed on the Fiber Optics Easement Property shall remain the personal property of Seller (or the grantee under any applicable agreement). Seller shall be entitled to all revenues derived from all current and future

agreements to which Seller is a party affecting the Fiber Optics Easement Property. No permanent building, structure or fence and no material or obstruction of any kind or character shall be stored or maintained on the Fiber Optics Easement Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of the Seller or the grantee under the applicable agreement (whichever is applicable), provided, however, that Buyer may install landscaping and appropriate surfaces for a bike and pedestrian trail (subject to the limits of Section 8(e) (i) of this Agreement) on the Fiber Optics Easement Property and provided further that Buyer shall have the right to use the Property for bike and pedestrian trail purposes and any other legal purpose including, without limitation, the right to use, and grant easements and/or licenses to third parties to use other portions of the Property for pipelines, fiber lines and other utility lines, so long as such uses do not unreasonably interfere with the Fiber Optics Easement.

(b) The purchase and sale made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights whether or not of record or open and obvious on the ground.

Section 2. Purchase Price.

The purchase price for the Property is FOUR MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,600,000.00) ("Purchase Price"). The Purchase Price, less prorations, shall be paid by Buyer to Seller at Closing through the Escrow as those terms are defined in Section 5.

Section 3. Compliance with Trails Act.

This Agreement is being entered into in accordance with and subject to the National Trails System Act, 16 U.S.C. §1247(d), and the terms and conditions contained in the Decision served December 17, 2008 by the Surface Transportation Board ("STB") in STB Docket No. AB-33 (Sub-No. 263X) ("Trails Use Decision"), as extended. After Closing, Buyer agrees to assume full responsibility for management of the Property and for any legal liability arising out of such transfer or use to the extent required by the Trails Use Decision. If rail service on the Property is reactivated pursuant to the National Trails System Act, then Seller shall have the option to repurchase the Property in question and shall reimburse Buyer for the amount Buyer has paid for the Property, including all improvements subsequently constructed thereon, or for the then-current fair market value of the Property (including all improvements thereon) as determined by appraisal, whichever is greater. The provisions of this Section 3 shall survive the Closing and the delivery of the Deed (as hereinafter defined).

Section 4. Conditions Precedent to Sale.

This Agreement is made and executed by the parties hereto subject to the following conditions precedent to Closing:

(a) Title Review. Buyer acknowledges receipt of a preliminary title report on the Property by First American Title Insurance Company, 30 North LaSalle Street, Suite 2700, Chicago, Illinois, 60602 ("Title Company") dated as of August 24, 2015, File No. NCS-750191-CHI2. Within

sixty (60) days after the Execution Date, Buyer, at its sole cost and expense, shall obtain from the Title Company an updated preliminary title report ("Title Report") on the Property and furnish a copy of the Title Report to Seller together with copies of all the documents referred to in the Title Report that are provided by the Title Company with the Title Report. Within the earlier to occur of (i) fifteen (15) days after receipt by Buyer of the Title Report and the survey referred to in subparagraph (b) below, or (ii) seventy-five (75) days after the Execution Date ("Title Contingency Date"), Buyer shall approve or disapprove any defects in the title or any liens, encumbrances, covenants, rights of way, easements or other outstanding rights disclosed by the Title Report or survey, except those matters set forth in Section 6. Disapproval shall be by written notice given by Buyer to Seller setting forth the specific item or items disapproved by Buyer ("Buyer's Title Notice"). If no such notice of disapproval is given by Buyer by the Title Contingency Date, it shall be conclusively presumed that Buyer approves of the Title Report and survey. If Buyer disapproves of any item or items contained in or disclosed by the Title Report or survey, Seller shall have fifteen (15) days after receipt of Buyer's Title Notice ("Seller's Cure Period") in which, at Seller's election, to eliminate any disapproved items from the policy of title insurance to be issued in favor of Buyer. If any such disapproved item is not eliminated by the end of Seller's Cure Period, then this Agreement shall terminate unless Buyer shall have elected to waive its prior disapproval in writing at least five (5) days prior to the date of Closing. In the event of termination due to any such uncorrected defect in title, the Escrow Fund shall be returned to Buyer, and this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. In no event will Seller's failure to cure or delete as exceptions to the policy of title insurance any disapproved items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price. The Title Company's willingness to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to the items set forth in Section 6 or approved by Buyer pursuant to this Section 4(a) (the "Title Policy"), shall be a condition precedent to Buyer's obligation to purchase the Property.

(b) Survey. Within sixty (60) days after the Execution Date, Buyer, at its sole cost and expense, shall obtain and furnish to Seller and Title Company a copy of a survey of the Property, prepared and certified by a public surveyor registered in the State of Illinois. Buyer's surveyor shall telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine the location of Fiber Optics Improvements on the Property, and the survey shall depict and describe the location of all Fiber Optics Improvements on the Property or within five feet (5') of the boundary of the Property. The survey, as approved by Buyer as set forth in subparagraph (a) above, and as approved by Seller, shall be used by Seller as the basis for preparation of the description of the Property and the Fiber Optics Easement Property referred to in Section 1(a)(ii). The legal descriptions as approved will be added as an addendum to **Exhibit A**.

(c) Feasibility Studies. On or before ninety (90) days after the Execution Date ("Feasibility Review Period"), Buyer, and its agents, employees, and contractors, are granted the privilege of entering upon the Property for the purpose of performing environmental audits, soil tests, engineering and feasibility studies of the Property as Buyer may deem necessary to determine the suitability of the soil conditions and other physical conditions of the Property. If the results of such audits, tests or studies or any other matters Buyer determines necessary to evaluate the Property

are unsatisfactory in Buyer's sole opinion, Buyer may, at its option, elect to terminate this Agreement by giving Seller written notice of termination before the end of the Feasibility Review Period. If no such written notice of termination shall be given by Buyer to Seller before the end of the Feasibility Review Period, the Property shall be deemed suitable for Buyer's purposes, subject to the other terms and conditions of this Agreement. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property without cost or expense of Seller (and to the extent permitted by law, the contents thereof shall be kept confidential by Buyer and Buyer's consultants), and this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. Regardless of whether or not this Agreement is terminated, Buyer shall promptly furnish Seller with a copy of any and all reports on environmental assessments performed for the benefit of Buyer.

In the event Buyer, its agents or contractors, shall enter upon the Property for the purposes set forth in this Section 4(c), such entry shall be subject to the following terms and conditions:

(i) Buyer agrees to indemnify and save harmless Seller and/or Seller's affiliates ("Seller's affiliates" means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents, servants and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Property by, or the presence thereon of Buyer, Buyer's agents, contractors, servants or licensees prior to Closing; provided, however, that this indemnity and hold harmless expressly excludes any loss due to the diminution in value of the Property due to the discovery of any hazardous materials or conditions during the inspection of the Property by Buyer, its officers, agents, employees or contractors.

(ii) Buyer covenants and agrees to pay in full for all materials joined or affixed to the Property and to pay in full all persons who perform labor upon said premises, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the instance or request or on behalf of Buyer; and Buyer agrees to indemnify and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing;

(iii) In the event the sale and purchase of the Property does not Close, Buyer shall, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer shall reimburse Seller for the cost and expense thereof within thirty (30) days after rendition of bill(s) therefor supporting the cost incurred by Seller; and

(iv) Notwithstanding any provisions in this Agreement to the contrary, in the event this Agreement is terminated for any reason whatsoever, Buyer nevertheless shall be obligated to comply with the provisions of this Section 4(c).

(d) Trails Use Decision. In the event the Trails Use Decision applicable to the Property lapses, expires or is invalidated prior to Closing, this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

(e) Joint Notice to Surface Transportation Board. At Closing and in accordance with the requirements of 49 C.F.R. 1152.29(h), Buyer and Seller agree to execute (i) a Joint Notice to the Surface Transportation Board certifying that this Agreement includes a provision requiring Buyer to fulfill the responsibilities described at 49 C.F.R. 1152.29(a)(3) ("Joint Notice"), and (ii) a Statement of Willingness to Assume Financial Responsibility ("Statement of Willingness"), both in the form attached hereto as **Exhibit B** and made a part hereof.

(f) Seller's Management Approval. The terms and conditions of this transaction are subject to approval in accordance with Seller's Management Policy Statement. Notice of approval or disapproval shall be given by Seller to Buyer within thirty (30) days after the Execution Date, and failure to give such notice shall be deemed notice of disapproval. If the terms of this Agreement are not approved for any reason in accordance with Seller's Management Policy Statement within thirty (30) days after the Execution Date, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

(g) Financing. It is a condition precedent to Buyer's obligation to purchase the Property and Close that Buyer receive and maintain funding from the Congestion Mitigation Air Quality (CMAQ) grant administered through the Illinois Department of Transportation sufficient to meet its financial obligations under this Agreement.

Section 5. Closing.

(a) Escrow. On or before the Closing, an escrow shall be opened with the Title Company pursuant to an agreement in form reasonably acceptable to the parties (the "Escrow") and Buyer shall deposit into the Escrow the Purchase Price and the Deed, the Assignment and Assumption Agreement and the Joint Notice as executed by Buyer and referred to in Section 5(c), and Seller shall deposit the Deed, the Bill of Sale, the Assignment and Assumption Agreement, the Joint Notice, the Disclosure Affidavit, and the Owner's Affidavit, as executed by Seller and referred to in Section 5(d). The Title Company shall be instructed that when it is in a position to deliver to Seller the Purchase Price, less proration and one-half of the cost of the Escrow in accordance with Sections 5(e) and 5(h), and issue the Title Policy, the Title Company shall:

- (i) record and deliver the Deed to Buyer;
- (ii) deliver the executed Bill of Sale and Disclosure Affidavit to Buyer;

- (iii) deliver an executed counterpart of the Assignment and Assumption Agreement to each of Buyer and Seller;
- (iv) deliver a copy of the Owner's Affidavit to Buyer;
- (v) deliver an executed counterpart of the Joint Notice to each of Buyer and Seller;
- (vi) deliver to Seller the Purchase Price, less prorations and one-half of the cost of the Escrow in accordance with Sections 5(e) and 5(h); and
- (vii) issue and deliver to Buyer the Title Policy.

(b) The Escrow for the sale and purchase of the Property shall close ("Close" or "Closing") within thirty (30) days after the expiration of the Feasibility Review Period, or upon such date to be mutually agreed upon by both parties ("Closing Date"). Possession of the Property shall pass to Buyer on Closing. Buyer shall have no right to possession or occupancy of or entry upon any portion of the Property [except as set forth in Section 4(c)] and title thereto shall be and remain vested in Seller until Closing.

(c) Upon Closing as set forth in Section 5(b), Buyer shall deliver to Seller through the Escrow the Purchase Price and the following documents as duly executed by Buyer:

- (i) Quitclaim Deed in the form of **Exhibit C** referred to in Section 6 (the "Deed");
- (ii) Bill of Sale (the "Bill of Sale") in the form of **Exhibit F**;
- (iii) Assignment and Assumption Agreement in the form of **Exhibit D** referred to in Section 7 (the "Assignment and Assumption Agreement"); and
- (iv) Joint Notice and Statement of Willingness in the form of **Exhibit B** referred to in Section 4(e) (the "Joint Notice").

(d) Upon Closing as set forth in Section 5(b), Seller shall deliver to Buyer through the Escrow the following documents as duly executed by Seller:

- (i) Deed;
- (ii) Bill of Sale;
- (iii) Assignment and Assumption Agreement;
- (iv) Joint Notice;
- (v) Owner's Affidavit (the "Owner's Affidavit") in the form of **Exhibit G**;

and

- (vi) Disclosure Affidavit (the "Disclosure Affidavit") in the form of **Exhibit H**.

(e) At Closing, known and unknown tax and assessments related to the Property, including without limitation real estate taxes (whether special or general) and other governmental impositions (collectively, "Taxes") shall be prorated on the basis of the applicable tax bill(s) and unknown general and real estate taxes and special assessments shall be prorated based on 100% of the most recent ascertainable full year tax bill for the Property. Seller shall be liable for the payment when due of Taxes for the time period up to Closing. From and after the Closing, to the extent any Taxes are applicable to the Property are due and owing under applicable laws such Taxes shall be paid by Buyer (subject to the proration provided for above) except to the extent such taxes are paid by Seller, its easement holders, lessees, sublessees, licensees, successors or assigns pursuant to Seller's reservations set forth in Section 1.

(f) Buyer, at its option and at its sole cost and expense, shall have the right to obtain ALTA extended coverage and any other title endorsements required by Buyer; provided, however, that the failure to obtain such extended coverage or other endorsements shall not be a condition to nor delay the Closing beyond the Closing Date set forth in Section 5(b), and that Seller will not be required to assume any obligations or liabilities in addition to Seller's obligations and liabilities under this Agreement other than to provide an ALTA Extended Coverage Policy Statement.

(g) At Closing, Buyer shall pay the following costs:

- (i) The cost of recording the Deed;
- (ii) The Illinois State real estate excise tax, if any;
- (iii) The cost of the required state revenue stamps, if any; and
- (iv) One-half the Escrow fee.

(h) At Closing, Seller shall pay the following costs one-half the Escrow fee.

Section 6. Form of Quitclaim Deed.

Upon Closing as set forth in Section 5, Seller's right, title and interest in and to the Property shall be transferred by Seller to Buyer by the Deed in the form marked **Exhibit C**, attached hereto and hereby made a part hereof.

Title to the Property shall be free and clear of all liens, encumbrances, exceptions and reservations other than the following:

- (i) The reservations set forth in Section 1;

- (ii) The Leases and Licenses and Unidentified Licenses referred to in Section 7; and
- (iii) Non-delinquent real property taxes (whether general or special).

Section 7. Assignment of Leases and Licenses.

(a) Upon Closing, Seller shall assign or partially assign to Buyer (as applicable), and Buyer shall assume or partially assume (as applicable), all of Seller's right, title and interest in and to the Lease and License Agreements (the "Leases and Licenses") identified by Seller prior to Closing. The Leases and Licenses shall be assigned by Seller to Buyer at Closing and assumed by Buyer by duly executed Assignment and Assumption Agreement in the form attached hereto as **Exhibit D** and hereby made a part hereof. Rentals and other payments under the Leases and Licenses which are fully assigned shall be prorated between Seller and Buyer as of the Closing Date and other payments under the Leases and Licenses which are partially assigned shall be allocated between Seller and Buyer on a proportionate basis.

(b) Seller agrees to deliver to Buyer, within thirty (30) days after the Execution Date, copies of all agreements covering the Property that are disclosed by Seller's Standard Real Estate Search. Seller's Standard Real Estate Search means the following procedure: Seller's Real Estate Department (i) determines the location of the property in question and converts the information into a data base inquiry which is run against Seller's Real Estate Management System data base of over 300,000 active agreements to generate a list of documents affecting the property in question as revealed by the data base, and (ii) searches for the listed documents in the Real Estate Department records in Omaha, Nebraska, which location is where documents in Seller's Real Estate Management System data base are stored and maintained in the ordinary course of Seller's business. If any agreement that affects the Property is identified during Seller's Standard Real Estate Search, Seller's rights (including, without limitation, any income) and obligations under such agreement, to the extent such agreement affects the Property, will be assigned to and assumed by Buyer at Closing. During the Feasibility Review Period and upon Buyer's written request, Seller agrees to perform an updated Standard Real Estate Search and provide Buyer with copies of all additional agreements affecting the Property. Seller makes no representations or warranties with respect to the accuracy or completeness of the list of agreements generated by Seller's Standard Real Estate Search. Buyer acknowledges that the Property may be subject to licenses and other third party rights that have not been identified by Seller to Buyer from Seller's review of its records. It is the responsibility of Buyer to determine if any unidentified rights exist. If any unidentified license that affects the Property is identified after the Execution Date, Seller's rights (including without limitation, any income) and obligations under such unidentified license will be assigned to and assumed by Buyer at or after Closing by the Assignment and Assumption Agreement in the form of **Exhibit D**.

Section 8. Representations, Warranties and Post-Sale Covenants.

(a) The term "Seller's actual knowledge" as used in this Section 8(a) shall mean and be limited to the actual current (not constructive) knowledge of Jason Sokolewicz, Senior Manager, without any duty to make an independent investigation or inquiry. Seller hereby represents and warrants to Buyer as of the date of this Agreement, as follows:

(i) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in Illinois.

(ii) Except as provided for in Section 9(a), Seller has no actual knowledge of any written notice of any pending actions, suits, proceedings, governmental investigations (including environmental investigations) or claims, or of any judgments, orders or decrees entered in any lawsuits or governmental proceedings against or involving the Property (including, without limitation, any condemnation or eminent domain proceedings).

(iii) To Seller's actual knowledge, no tenant or other third party has any agreement or right granted by Seller to purchase all or any part of the Property.

(iv) Seller has no actual knowledge that Seller has received any written notice from any governmental entity or representative thereof of any violation of any applicable law, ordinance, rule, regulation or requirement of any governmental agency relating to the Property.

(b) Buyer hereby represents and warrants to Seller as of the date of this Agreement, as follows:

(i) Buyer is a municipal corporation of the State of Illinois, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and comply with the terms of this Agreement.

(ii) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are intended, provided Seller has duly executed those documents requiring Seller's signature, to be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

(c) The foregoing representations and warranties of Seller and Buyer shall survive the Closing and the delivery of the Deed.

(d) Seller acknowledges and agrees that it has offered to sell the Property to Buyer and that it is not entitled to any claims related to the acquisition and development of real property by a governmental agency, including without limitation, just compensation claims, takings claims, constitutional claims, nor claims for assistance under the provisions of the Uniform Relocation Assistance and Real Easement Property Acquisition Policies Act (42 U.S.C. § 4601, et seq.), or any other federal, state or local law, ordinance or regulation requiring the provision of relocation assistance to persons displaced by action of public agencies by reason of the transactions contemplated by this Agreement (collectively, "Compensation Claims"). Seller further acknowledges and agrees that the transaction contemplated by this Agreement is intended to settle all Compensation Claims for this transaction.

(e) The Property shall be quitclaimed by Seller subject to the following covenants,

conditions and restrictions which Buyer by the acceptance of the Deed shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(i) Restriction on Use. The Property must not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) cultural, educational, or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks); provided, however, that this Restriction on Use does not prohibit the Buyer from utilizing the property for bike and pedestrian trail purposes including, without limitation, the installation of educational and directional signage and park benches, provided that they are located on a paved surface. *[This covenant may be revised or deleted if Buyer, at its sole cost and expense, obtains a Phase II of the Property during its Feasibility Review Period which discloses that the Property is suitable for residential use in Seller's sole discretion.]*

(ii) Covenants To Run With Land. The foregoing covenants, conditions and restrictions contained in Section 8(e)(i) shall run with the Property, and a breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Section 9. As Is; Release and Indemnity.

(a) As Is. Buyer and its representatives, during the Feasibility Review Period, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire. Buyer acknowledges and agrees that the Property is to be sold and quitclaimed to and accepted by Buyer in an "as is" condition with all faults. Buyer further acknowledges that the Property was used for railroad right-of-way purposes and that a legal proceeding for ejectment and trespass on the Property is pending (Case Number 12L51399, Circuit Ct. of Cook County) *Union Pacific Railroad Company v. John J. Ress, et al.*, provided that Buyer shall not be obligated to take title subject to such legal proceeding and Seller shall make reasonable efforts to cause the same to be resolved to Buyer's reasonable satisfaction prior to Closing. Seller makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer and Seller acknowledge that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement and the documents to be delivered pursuant hereto constitute the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersede any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, SELLER'S AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(c) Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS (EXCEPT TO THE EXTENT SUCH NEGLIGENCE OR STRICT LIABILITY OCCURRED IN CONNECTION WITH SELLER'S POST CLOSING USE OF ITS RETAINED RIGHTS IN THE DEED).

(d) General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, Buyer, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

(e) Additional and Independent Consideration. The release, indemnity and general allocation of environmental responsibility by Buyer are additional and independent consideration to Seller for the sale and purchase of the Property, without which Seller would not sell the Property for the Purchase Price.

Section 10. Labor Protection.

(a) Seller is solely responsible for all of its obligations to its employees, whether represented or not represented, including such obligations arising out of any federal or state labor law or regulation and all collective bargaining agreements between Seller and any third party. Seller is solely responsible, at its expense, for resolution of any claims or grievances asserted against it and Buyer with respect to Seller's employees, whether represented or not represented, including claims or grievances asserted pursuant to collective bargaining agreements or otherwise. Buyer does not assume any obligation to Seller's employees or any obligation arising from any collective bargaining agreements between Seller and any third party.

(b) Buyer is solely responsible for all of its obligations to its employees, whether represented or not represented, including such obligations arising out of any federal or state labor law or regulation and all collective bargaining agreements between Buyer and any third party. Buyer is solely responsible, at its expense, for resolution of any claims or grievances asserted against it and Seller with respect to Buyer's employees, whether represented or not represented, including claims or grievances asserted pursuant to collective bargaining agreements or otherwise. Seller does not assume any obligation to Buyer's employees or any obligation arising from any collective bargaining agreements between Buyer and any third party.

Section 11. Notices.

(a) Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Seller: UNION PACIFIC RAILROAD COMPANY
ATTN: Jason Sokolewicz (Folder No. 1430-55)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179
Telephone: 402.544.8580

with copy to: UNION PACIFIC RAILROAD COMPANY
ATTN: Madeline Roebke, General Attorney
1400 Douglas Street, Mail Stop 1580
Omaha, Nebraska 68179
Telephone: 402.544.1121

Buyer: VILLAGE OF LINCOLNWOOD

ATTN: Village Manager's Office
 6900 N. Lincoln Avenue
 Lincolnwood, Illinois 60712
 Telephone: 847.673.1540

with copy to: HOLLAND AND KNIGHT LLP
 ATTN: Steven Elrod
 131 South Dearborn Street, 30th Floor
 Chicago, Illinois 60603
 Telephone: 312.578.6565

(b) Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

Section 12. Assignment.

Neither Buyer nor Seller shall transfer or assign this Agreement, or any interest therein, without the consent in writing of the other party, and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of the other party, terminate this Agreement.

Section 13. Waiver of Breach.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

Section 14. Time of the Essence.

Time is of the essence of this Agreement.

Section 15. Law Governing and Venue.

This Agreement shall be governed in all respects by the laws of the State of Illinois.

Section 16. Merger.

The terms, provisions, covenants and conditions herein contained shall merge into the Deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing, except for the provisions of Sections 3, 4(c), 7(b), 8, 9, 10, 17 and 19.

Section 17. No Brokers.

The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties hereto for brokerage commissions or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party.

Section 18. Successors and Assigns.

Subject to the provisions of Section 12, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Section 19. Certification of Non-Foreign Status.

Seller, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Buyer. A Certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached as **Exhibit E**.

Section 20. Not An Offer.

The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

Section 21. Entire Agreement.

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

Section 23. Miscellaneous.

(a) Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable will be invalid or unenforceable only to the extent of such determination, which will not invalidate or otherwise render ineffective any other provision of this Agreement.

(b) The headings of the paragraphs of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.

(c) This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(d) When required by the context of this Agreement, each number (singular and plural) will include all numbers, and each gender will include all genders.

(e) Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

(f) The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

(g) The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Name: _____
Title: _____

**VILLAGE OF LINCOLNWOOD,
a Illinois municipal corporation**

By: _____
Name: _____
Title: _____

EXHIBIT A

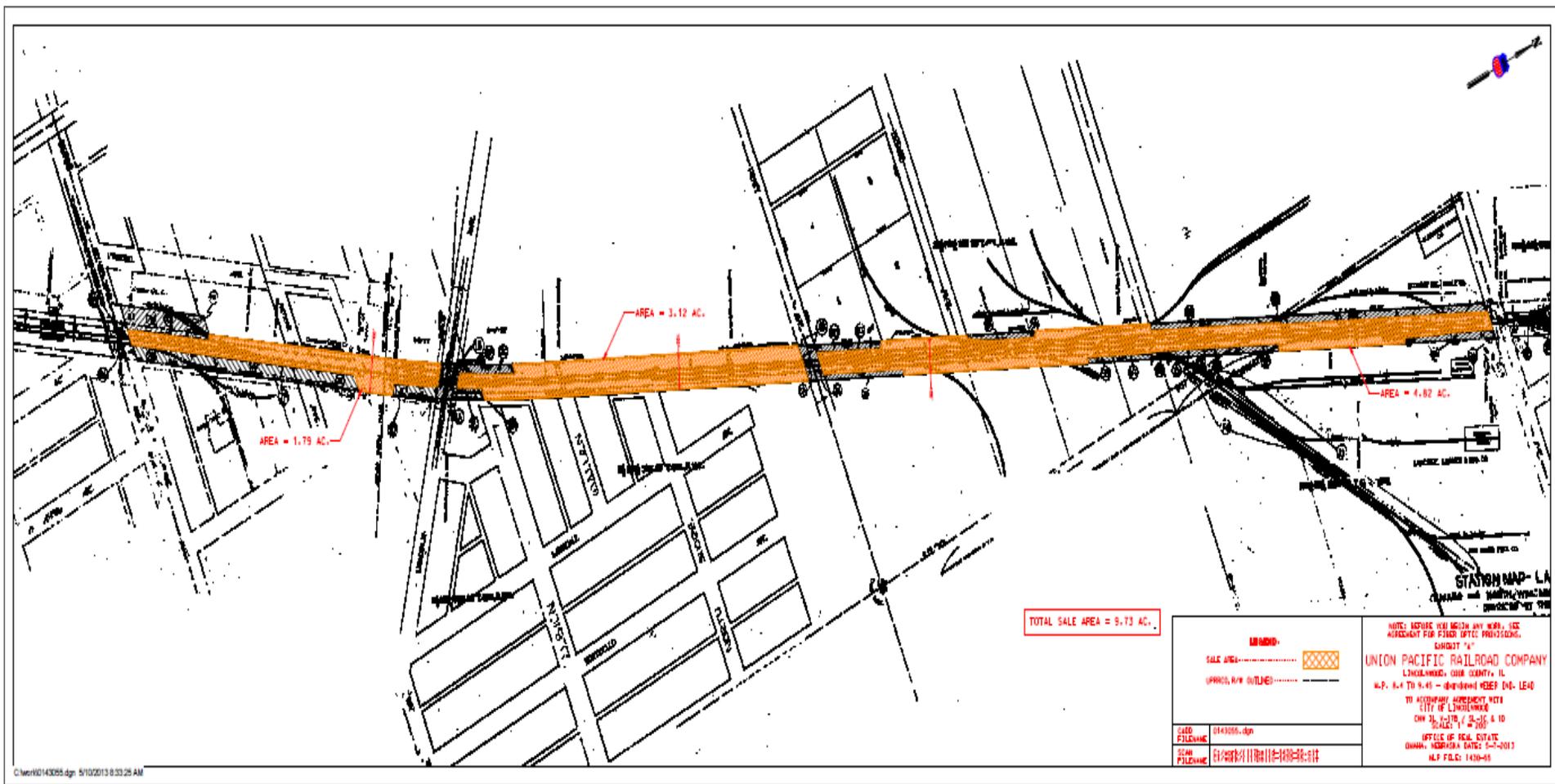


EXHIBIT B

_____, 20____

VIA E-FILE

The Honorable Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 E. Street, S.W., Room #100
Washington, DC 20423-0001

**JOINT NOTICE OF INTERIM TRAIL USE / RAIL BANKING AGREEMENT
BETWEEN UNION PACIFIC RAILROAD COMPANY AND
VILLAGE OF LINCOLNWOOD IN ACCORDANCE WITH 49 C.F.R. 1152.29(h)**

**Re: Abandonment of and Discontinuance of Service on the Weber Industrial Lead from
M.P. 8.4 near Devon Avenue to M.P. 9.45 near Touhy Avenue, in Cook County, Illinois;
STB Docket No. AB-33 (Sub-No. 263X)**

Dear Ms. Brown:

Union Pacific Railroad Company ("Union Pacific") and Village of Lincolnwood (the "Village") have entered into a trail use/rail banking agreement (the "Trail Use Agreement") covering the rail line from milepost 8.4 near Devon Avenue to milepost 9.45 near Touhy Avenue in Cook County, Illinois, on the Weber Industrial Lead (the "Line"). Attached to this Joint Notice as **Exhibit A** and made a part hereof is a map depicting an accurate description of the Line, including mileposts, that is the subject of said Trail Use Agreement. In accordance with the requirements of 49 C.F.R. 1152.29(h), Union Pacific and the Village hereby certify that the Trail Use Agreement includes provisions requiring the trail sponsor, the Village, to fulfill the responsibilities described at 49 C.F.R. 1152.29(a)(3). A copy of the Village's Statement of Willingness to Assume Financial Responsibility under the Trail Use Agreement is attached hereto as **Exhibit B** and is hereby made a part hereof.

Sincerely,

UNION PACIFIC RAILROAD COMPANY

General Attorney

Sincerely,

VILLAGE OF LINCOLNWOOD

By: _____
Title: _____

Enclosure

cc:

**EXHIBIT A TO
JOINT NOTICE**

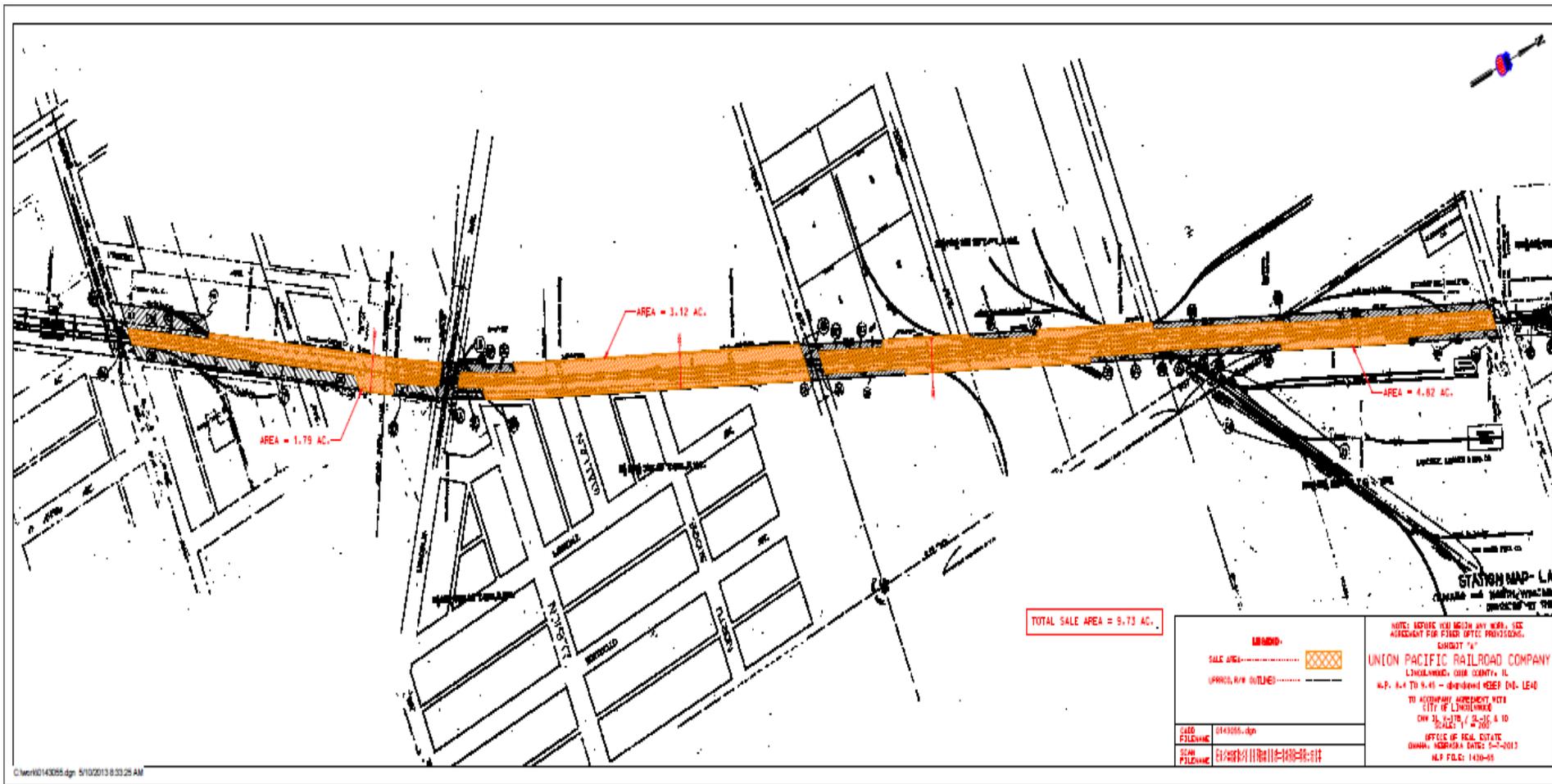


EXHIBIT B TO
JOINT NOTICE

Village of Lincolnwood Statement of Willingness To Assume Financial Responsibility

The Village of Lincolnwood (the "Village"), an Illinois municipal corporation, acquired the Line as defined below on _____, 20__ under a Purchase and Sale Agreement between Union Pacific Railroad Company and the Village dated _____, 20__.

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29 with respect to the right-of-way owned by Union Pacific Railroad Company [and formerly operated by _____ (see Discontinuance of Service AB-33 (Sub-No. 263X)], the Village hereby represents to the Surface Transportation Board and Union Pacific Railroad Company that the Village assumes responsibility for (1) managing the right-of-way, (2) any legal liability arising out of the transfer or use of the right-of-way (unless the sponsor is immune from liability, in which case it need only indemnify Union Pacific Railroad Company against any potential liability), and (3) the payment of any and all taxes that may be levied or assessed against the right of way. The right of way is known as the Weber Industrial Lead from milepost 8.4 near Devon Avenue to milepost 9.45 near Touhy Avenue in Cook County, Illinois (the "Line"). The right-of-way is part of a line of railroad proposed for abandonment by Union Pacific Railroad Company in Docket No. STB AB-33 (Sub No. 263X). A map of the property depicting the right-of-way is attached hereto as **Exhibit A** and is hereby made a part hereof.

The Village acknowledges that use of the right-of-way is subject to the Village continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service. A copy of this statement is being served on the railroad on the same date it is being served on the Surface Transportation Board.

VILLAGE OF LINCOLNWOOD

By: _____

Print Name: _____

Title: _____

Agreed to and Acknowledged by Union Pacific Railroad Company this ____ day of _____, 20__.

By: _____

Print Name: _____

Title: _____

EXHIBIT C

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through merger with Chicago and North Western Railway Company, a Delaware corporation), for the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, quitclaims to **VILLAGE OF LINCOLNWOOD**, a municipal corporation of Illinois, whose address is 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712, and its successors and assigns, forever, all interest in the real property situated in Cook County, Illinois, described in **Exhibit A** attached hereto and hereby made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, the following:

(a) all coal, oil, gas, and the minerals and mineral rights of whatever nature or description, kind or character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms in, on or under the Property; provided, however, that no operation of investigating, exploring, prospecting or mining for or storing or transporting said minerals or any of them, shall be conducted or placed upon the Property.

(b) exclusive PERPETUAL EASEMENTS (the "Fiber Optics Easement") ten feet (10') in width measured from the centerline of the Fiber Optics Improvements (as defined below), in, on, over, under and across the Property ("Fiber Optics Easement Property"), in which areas Grantor (and its easement holders, lessees, sublessees, licensees, successors or assigns) shall have the right to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future communication systems, lines and facilities of every kind and nature, including, but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment, provided, however, that no systems, lines, facilities or equipment shall be placed above ground, except for utility boxes or equipment necessary to make off-site connections (the "Fiber Optics

Improvements"). Grantor does further reserve unto itself, its successors and assigns, a limited right-of-way and right of access to the Fiber Optics Easement Property over and across the Property, for the purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property. All Fiber Optics Improvements presently existing on or hereafter constructed on the Fiber Optics Easement Property shall remain the personal property of Grantor (or the grantee under any applicable agreement). Grantor shall be entitled to all revenues derived from all current and future agreements to which Grantor is a party affecting the Fiber Optics Easement Property. No permanent building, structure or fence and no material or obstruction of any kind or character shall be stored or maintained on the Fiber Optics Easement Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of the Grantor or the grantee under the applicable agreement (whichever is applicable), provided, however, that Grantee may install landscaping and appropriate surfaces for a bike and pedestrian trail (subject to the limits of this Deed) on the Fiber Optics Easement Property and provided further that Grantee shall have the right to use the Property for bike and pedestrian trail purposes and any other legal purpose including, without limitation, the right to use, and grant easements and/or licenses to third parties to use other portions of the Property for pipelines, fiber lines and other utility lines, so long as such uses do not unreasonably interfere with the Fiber Optics Easement.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Quitclaim Deed shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(i) Restriction on Use. The Property must not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) cultural, educational, or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks); provided, however, that this Restriction on Use does not prohibit the Grantee from utilizing the property for bike and pedestrian trail purposes including, without limitation, the installation of educational and directional signage and park benches, provided that they are located on a paved surface. ***[This covenant may be revised or deleted if Buyer, at its sole cost and expense, obtains a Phase II of the Property during its Feasibility Review Period which discloses that the Property is suitable for residential use in Seller's sole discretion.]***

(ii) Covenants To Run With Land. The foregoing covenants, conditions and restrictions in paragraph (i) above shall run with the Property, and a breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Dated this ____ day of _____, 20 ____.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

By: _____
Title: _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT D**ASSIGNMENT AND ASSUMPTION AGREEMENT**

FOR VALUE RECEIVED, **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor"), ASSIGNS AND TRANSFERS to **VILLAGE OF LINCOLNWOOD**, a municipal corporation of the State of Illinois, ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses ("collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described in **Exhibit A**, which Licenses are listed on **Exhibit B**.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of Assignee's failure to comply with terms of the Licenses as they relate to the Property by the licensees or lessees named in the Licenses accruing on and after the date hereof.

The assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

DATED the _____ day of _____, 20__.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Name: _____
Title: _____

**VILLAGE OF LINCOLNWOOD,
a municipal corporation of Illinois**

By: _____
Name: _____
Title: _____

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

**LEGAL DESCRIPTION OF REAL PROPERTY
TO BE ATTACHED**

EXHIBIT B
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

**LIST OF LEASES AND LICENSES
TO BE ASSIGNED**

EXHIBIT E**CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, Village of Lincolnwood, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferees and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Title: _____
Date: _____

EXHIBIT F

BILL OF SALE

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), for and in consideration of One Dollar (\$1.00) and other valuable consideration does hereby sell, transfer and deliver to **VILLAGE OF LINCOLNWOOD**, a municipal corporation of the State of Illinois ("Buyer"), its successors and assigns, the following described personal property, to wit:

All rail improvements on the real property described on **Exhibit A**, attached hereto and made a part hereof, including without limitation, rails, ties, ballast, signals, switches, trestles and other rail appurtenances.

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE BUYER IS PURCHASING THE PERSONAL PROPERTY DESCRIBED ABOVE IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS, AND ASSUMES ALL RISKS IN CONNECTION THEREWITH, ACKNOWLEDGING THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY AND KNOWS ITS CONDITION.

Seller does not convey or intend to convey by this Bill of Sale any right, title, estate or interest whatsoever in or to the real property on which the Personal Property is situated.

IN WITNESS WHEREOF, the Seller and Buyer have each duly executed this instrument as of the ____ day of _____, 201__.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By _____
Name: _____
Title: _____

**VILLAGE OF LINCOLNWOOD,
a municipal corporation of Illinois**

By: _____
Name: _____
Title: _____

EXHIBIT A TO EXHIBIT F

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT A TO EXHIBIT G

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT H**RAILROAD DISCLOSURE AFFIDAVIT**

_____, 201_

UPRR Folder No. 1430-55

OWNER: UNION PACIFIC RAILROAD COMPANY
 ROUTE: Weber Industrial Lead from Devon Avenue to Touhy Avenue
 COUNTY: Cook
 JOB NO.:
 PARCEL NO.:

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

MAUREEN FONG HINNERS, being first duly sworn upon oath state(s) as follows:

1. I am a duly appointed and acting Assistant Secretary for the Union Pacific Railroad Company (hereinafter, the "Record Owner"), and I have personal knowledge of the facts averred herein.
2. This Railroad Disclosure Affidavit is made in part as a requirement of Illinois law to provide a factual representation as a basis for the Village of Lincolnwood to accept a Quitclaim Deed covering the parcel legally described on the attached **Exhibit A**.
3. Union Pacific Railroad Company, a Delaware corporation ("Record Owner), is an indirect wholly owned subsidiary of Union Pacific Corporation, which is a publicly traded company. There is no readily known individual having greater than a seven and one-half percent (7 ½ %) interest in the total distributable income of the Record Owner.

UNION PACIFIC RAILROAD COMPANY
 (Federal Tax ID #94-6001323)

By _____
 Maureen Fong Hinnners
 Assistant Secretary

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this ___ day of _____ 201_, before me, _____, a Notary Public in and for said County and State, personally appeared *Maureen Fong Hinners, Assistant Secretary* of Union Pacific Railroad Company, a Delaware corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for and in said State

(Affix Seal Here)

My commission expires: _____

EXHIBIT A TO EXHIBIT H

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED