



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
5:30 P.M., JANUARY 19, 2016**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – Committee of the Whole Meeting – December 15, 2015
- IV) Regular Business**
 - 1) Discussion Concerning Proposed Commercial Vehicle Parking Regulations (5:30 – 6:30 p.m.)
 - 2) Discussion Concerning Proposed Modifications to the “Vicious Dog” Ordinance (6:30 – 7:00 p.m.)
 - 3) Discussion Concerning a Recommendation to Complete the Installation of Landscaped Center Medians on Lincoln Avenue (7:00 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: January 15, 2016

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
DECEMBER 15, 2015**

Draft

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 7:01 PM, Tuesday, December 15, 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 (7:42 PM), 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; Ashley Engelmann, Director of Public Works; Michael Hansen, Fire Chief.

Approval of Minutes

Minutes of the December 1, 2015 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Cope moved to approve the minutes. Trustee Elster seconded the motion. The motion was approved 5-0. The minutes were approved.

Regular Business

1. Discussion Concerning Proposed Modifications to the “Vicious Dog” Ordinance

This item was presented by Police Chief LaMantia using PowerPoint. Chief LaMantia explained that following an unfortunate attack by a Pitbull dog this summer, which resulted in a smaller dog being killed, staff and the Village Attorney reviewed the current Ordinance regulating vicious dogs. Chief LaMantia continued to describe the proposed changes to the Ordinance which include being able to hear citations at the Administrative Hearing instead of Circuit Court and modifying the definitions of a “dangerous” dog and a “vicious” dog. Discussion ensued concerning the definitions and enforcement. Buzz Alpert suggested that staff ask dog owners if the dog has been “attacked-trained”. President Turry indicated that he believes it is important to move the adjudication process from Cook County to the Administrative Hearing system, but believes that the Ordinance should not be breed-based. Discussion ensued about the breed-specific language. Trustee Cope concurred with staff’s recommendation and suggested that the Village Board reconsider the breed-specific issue at another time. The Village Board concurred and directed staff to have the proposed Ordinance appear on a future Regular Meeting agenda.

Adjournment

At 7:37 PM Trustee Klatzco made a motion to adjourn the Committee of the Whole. The motion was seconded by Trustee Patel. 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: January 15, 2016

SUBJECT: **January 19 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **5:30 p.m.** on Tuesday evening. Dinner will be available beginning at 4:45 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items for discussion:

1) **Discussion Concerning Proposed Commercial Vehicle Parking Regulations (5:30 – 6:30 p.m.)**

Over several COTW meetings, the Village Board has discussed potential modifications to the regulations governing the parking of commercial vehicles. At its September 16 COTW meeting, the Board heard from several residents that expressed their opinions on the proposed regulations. Following discussion, the direction of the Board was to have staff consider modifying the proposed regulations in an attempt to address some of the resident's concerns, and to meet with the Mayor to develop regulations that address the concerns of those that desire more stringent parking regulations, while taking into consideration the needs of the driving public. [Attached](#) is a memorandum from the Police Chief summarizing the revised regulations for commercial vehicles. Letters have been sent to interested persons inviting them to the COTW meeting.

2) **Discussion Concerning Proposed Modifications to the “Vicious Dog” Ordinance (6:30 – 7:00 p.m.)**

At its December 15 COTW meeting, the Board discussed staff's recommended changes to the Village's “Vicious Dog” Ordinance. During its discussion, the Board requested that staff look into potentially changing the Ordinance further by removing the provision that defines certain breeds as “vicious” regardless of whether there were any documented problems with that particular breed. [Attached](#) is a memorandum from the Police Chief concerning this issue.

3) **Discussion Concerning a Recommendation to Complete the Installation of Landscaped Center Medians on Lincoln Avenue (7:00 – 7:30 p.m.)**

On July 16, 2009 the Village Board adopted the Lincoln Avenue Streetscape plan which outlined various initiatives to improve the appearance and viability of Lincoln Avenue as one of the key commercial streets in the Village. One of the recommendations in the plan was to complete the installation of landscaped center medians. [Attached](#) is a memorandum from the Public Works Director summarizing a recommendation to pursue this initiative in the next fiscal year.

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



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager
From: Robert LaMantia, Chief of Police
Date: January 19, 2016
Subject: Commercial and Recreational Vehicle Parking Discussion - Continued

Staff reviewed commercial and recreational vehicle regulations at the August 18, 2015 Committee of the Whole (COTW). At the conclusion of the meeting, the Board directed staff to notify property owners that may be affected by the Committee on Ordinances, Rules and Building (CORB) recommendation and invite them to a subsequent meeting. Staff issued a news release and notified 107 property owners of a discussion regarding commercial and recreational vehicles at September 16, 2015 COTW.

Following the September 16, 2015 COTW, staff incorporated community input regarding the regulation of commercial and recreational motor vehicles (including taxi cabs) parked on residential driveways into the following recommendations:

1. Allow only one commercial vehicle under 8,000 pounds or one taxi cab
2. No regulations on advertising
3. No regulations on rooftop advertising
4. No regulations on height of sign
5. No regulations on length of advertising space
6. No regulations on non-permanent equipment
7. Allow "B" license plated vehicles and do not allow "D" or higher plated vehicles
8. No change regarding vehicles equipped with snow plows
9. Prohibit construction equipment
10. Allow trailers only in the side or rear yard
11. Vehicles may be covered with fitted covers, but not tarps of any type
12. Recreational vehicles remain prohibited, but move regulations from the Zoning Code to the Village Code

13. Exempt vehicles designed to accommodate persons with special needs

The table below shows current and proposed regulations by vehicle type.

Vehicle by Type	Current Regulations	Recommended by CORB	Revised Proposed Regulations After September 16, 2015 COTW Meeting
Taxi Cabs	One Cab Allowed	One allowed, with sign restrictions	Current Regulation
Advertising on Motor Vehicles	Unregulated	Limited to three square feet on each side	Unregulated*
Rooftop Advertising	Unregulated	Prohibited, except for taxi cabs w/ standard sign	Unregulated*
Vehicle Height	Unregulated	Limited total vehicle height to less than 9'	Unregulated*
Vehicle Length	Unregulated	Livery vehicles limited to 22' with no markings	Unregulated*
Non-permanent Equipment	Unregulated	Prohibited; i.e. ladder racks	Unregulated*
Class II Vehicles (up to 12,000 pounds)	One Permitted	"B" Plate Allowed, "D" Plate Prohibited	CORB Recommendation
Vehicles w/Snow Plows	Allowed Nov. thru Mar.	Same	Status Quo
Construction equipment; i.e., bobcats	One Allowed	Prohibit	CORB Recommendation
Trailers	One Allowed	Prohibit	May be parked on the side or rear yard
Covered Vehicles	Unregulated	Prohibit	Regulate- fitted cover, no tarps canvas or nylon
Recreational vehicles, including boats, snowmobiles, campers, wave runners, golf carts and mobile homes	Prohibited or Restricted by the Zoning Code	Move regulations to Village Code	CORB Recommendation
Handicapped vehicles	Unregulated	Specifically exempted	CORB Recommendation
* Only <u>one</u> Commercial Vehicle will be permitted per household with a B plate, less than 8,000 lbs., not <u>one</u> commercial vehicle from each vehicle type.			

Documents Attached

1. Memorandum summarizing commercial vehicle parking speaker comments at the September 16, 2015 COTW.
2. Summary (not verbatim) notes of individual speaker comments from September 16, 2015 COTW.
3. Map depicting the general residential location of the speakers as a whole.
4. COTW memorandum regarding commercial and recreational vehicle parking dated September 16, 2015.
5. Press Release for January 19, 2016 COTW Discussion regarding Commercial and Recreational Vehicles. Additional notifications were made via the Village's website, subscription list, and cable television; Facebook, Twitter, Nextdoor, Village and press group.
6. Announcement letter and attachments mailed to 30 residents who completed speaker request forms at the September 16, 2015 COTW.

Summary

Staff is seeking direction from the Village Board regarding the revised proposed regulations.



MEMORANDUM

TO: Tim Wiberg, Village Manager

FROM: Ashley Engelmann, Public Works Director and Robert LaMantia, Police Chief

DATE: November 6, 2015

SUBJECT: Commercial Vehicle Parking Speaker Comment Summary

Background:

On September 16, 2015 at a Committee of the Whole meeting the Village Board discussed the Committee on Ordinances, Rules and Building's (CORB) recommendations to amend the Village Code regarding commercial vehicles. Approximately 100 people were in attendance. Thirty residents spoke on the matter. A summary of their comments may be found below. In addition, a detailed accounting of each speaker's comments is attached to this memorandum.

- Questioned their own vehicles and how they will be affected
- Discussed private property rights being infringed upon
- Concerned that the Ordinance would target certain individuals
- Proposed that existing vehicles should be grandfathered
- Stated that current commercial vehicle laws are not being enforced
- Stated that vehicles covered with an aesthetically pleasing cover should be allowed
- Concerns expressed about small businesses and the affect the Ordinance could have on them
- Questioned if vehicles could be stored behind homes or on the side of the house
- Suggested that vehicles that are for both commercial and personal use could be registered with the Village and a sticker or license could be given to them
- Stated that there is no evidence to suggest that commercial vehicles are unsightly
- Suggested allowing one vehicle with signage per driveway
- Noted that an Ordinance would be burdensome on residents

Attachments:

1. Detailed Accounting of Speaker Comments
2. Address Map of Speakers

September 16, 2015
Committee of the Whole
Discussion on Commercial Vehicles
Summary of Speaker Comments (not verbatim)

Rony Khezeran

Owns an SUV that is wrapped entirely in advertising and is concerned about it not being allowed any longer.

David Kono

Owns a 2006 Tundra that is 4-door and has a small bed. He is retired now but parks it in his driveway and is concerned that it will not be allowed.

Judy Roy

States that it is her private driveway in which she pays \$10,000/year in property taxes. She owns a small white trailer with no markings and would like to keep it on her property. Her neighbor has five cars in his driveway. Feels as though certain people are being targeted that don't fit into certain categories.

Stephen Geolgules

Owns a plain pick-up truck that is 12,000 lbs with a snowplow in his driveway. 1 ton pick-ups have always been allowed. Believes that existing owners should be grandfathered in.

Nick Zitko

Owns a pickup truck with no writing on it, also has two other vehicles, he would like to know if he will be affected by the Ordinance.

Sam Todaro

States that he worked 35 years to get a company truck, it is his source of revenue. Questioned how the public's health and safety is being affected by a B license plate as well as private property rights. He also noted that he sees boats on many people's driveways and that we don't enforce our current laws.

Nancy Coffman

Stated that she had no further comment based on the comments mentioned already.

Kenneth Jacobs

Has lived her for over 40 years and has three or four covered vehicles. Does not understand why you can't have a nice covered vehicle.

Alina Cucinscah

States that she recently moved to Lincolnwood and that people who own businesses' work hard and should be able to keep their vehicles in their driveways. States that we should want to bring businesses to Lincolnwood not drive them away.

Mary Hedeem

Feels that small business owners are being punished by this Ordinance. She pays taxes and that this is unconstitutional.

Rey Jurado

Wanted to know what size ladder racks would be allowed. He also asked if he would have to get rid of his van because it has markings on it and a B license plate.

Maria Vastis

States that she is a 14 year resident who has a business out of her house. She is not required to have a business license. She has a B license plate for her business. She parks the vehicle on her own driveway not on the public street. She does not understand why that is problematic. She also makes an effort to park it so that no one can see the signage.

Sam Younan and Luhe Grochola

Work for the same heating and air conditioning company. Have lived here for 18 years, recalls that seven or eight years ago this was discussed as well. He was told he couldn't park certain vehicles on the street. So he built a circular driveway. Now he is being told he can't park in his own driveway. Both of his trucks have markings on them. He has a regular van with ladder racks. Asked if he could store it if it is enclosed behind the house? Could he park on the side or in the rear? Feels as though the Board has been back and forth with this and would like a final decision made.

Howard Cohan

Believes that a sticker could be used to identify when these vehicles are used for both personal and business. Also a special license could be issued to these homeowners.

Argjen Vesei

When he first moved to Lincolnwood, he had a company car. He converted his sunroom to a garage, but now has a commercial truck which won't fit in the garage. He has to park his commercial truck on his driveway.

Pat Kelly

His vehicle is a Ford F150 with a “B” truck plate. His vehicle is not affected by the discussion.

Jane Mok

She has parked her Sprinter van on her driveway for the past four years and now all of a sudden it is a problem, why?

Victor Stojahofi

He owns a pick-up truck with a snow plow, but he removes the plow and puts it away for the summer.

Dave Koder

After the Traffic Commission meeting last year, a newspaper article described commercial vehicles as unsightly. There is no evidence to suggest that commercial vehicles adversely affect property values.

Steve Sfika

The resident asked the Village Board: “What’s next?”

Ozzie Pelinkovic

He owns a Ford F150 with an Environmental license plate. He would prefer a commercial vehicle (roofer) with signage parked in his neighborhood.

Tom Kougas

He owns 18 cars and three trucks. He has an issue with proposed regulations regarding covered vehicles. He understands the distinction between a cover and a tarp, but asked about shrink wrap. Regarding the neighbor that complained about receiving a parking ticket for a commercial vehicle, he indicated the proper venue is for that discussion in court. He suggested possibly allowing one vehicle with signage per driveway.

Louis Napravovik

The resident owns three houses in Lincolnwood. A private driveway should be your own business. He owns four race cars and would like to park a tow truck in his driveway.

Harry Friedman

The resident owns a roofing company. He purposely installed a four car driveway to park his vehicles. He drives a commercial vehicle and works in the field. It is a 40 minute drive to work, and he does not want to go there just to pick up his vehicle and return to the north shore.

Peter Reinemann

The Village Board is not a condominium board. Lincolnwood is not a gated community. He moved to Lincolnwood because he wanted his children to be in a diverse community. He is offended by 120 pound women driving SUV's. The car just sits in his driveway. It does not bother anyone.

Zoran Ivezic

The resident owns a boat stored in Lake Geneva. He owns and stores four cars and one 16' boat on his driveway. The boat is clean. There is nothing offensive about it. There is a nice big blue boat parked in a driveway on Pratt Ave. There is also a Sprinter van.

John Coldet

He asked: Does the Village Board has nothing else to do but worry about what's parked in our driveways?

Ira Hochberg

He said he has received a few tickets for his Ford F250. He does not want to buy a seventh car. He does not want to impede on people's property rights. He does not want SUV's in town.

Ken Klint

He said he served on the Zoning Board. He has a boat and pick-up truck parked on his driveway. He does not see the difference between "B" and "D" license plates. He brings a bobcat home from time-to-time and would like to be able to get permission to park it on his driveway.

Baron Friedman

It's a burden on him if the Village Board restricts commercial vehicles.



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: September 16, 2015

Subject: Commercial and Recreational Vehicle Parking Discussion (Continued)

Staff recently reviewed the commercial and recreational vehicle regulations at the August 18, 2015 Committee of the Whole. Following the review, the Board directed staff to notify the property owners that may be affected by CORB's recommendation and invite them to a future meeting. Staff issued a news release and notified 107 property owners of the types of vehicles identified in Table B of a discussion by the Committee of the Whole at 6:00 p.m. on September 16, 2015.

Table A describes the vehicle by type, current regulations and CORB's recommended regulations.

Table A		
Current Regulations versus CORB's Recommendations		
Vehicle by Type	Current Regulations	Recommended by CORB
Taxi Cabs	One Cab Allowed	One allowed, with sign restrictions
Advertising on Motor Vehicles	Unregulated	Limited to three square feet on each side
Rooftop Advertising	Unregulated	Prohibited, except for taxi cabs w/ standard sign
Vehicle Height	Unregulated	Limited total vehicle height to less than 9'
Vehicle Length	Unregulated	Livery vehicles limited to 22' with no markings
Non-permanent Equipment	Unregulated	Prohibited; i.e. ladder racks
Class II Vehicles (up to 12,000 pounds)	One Permitted	"B" Plate Allowed, "D" Plate Prohibited
Vehicles w/Snow Plows	Allowed Nov. thru Mar.	Same
Construction equipment; i.e., bobcats	One Allowed	Prohibit
Trailers	One Allowed	Prohibit
Covered Vehicles	Unregulated	Prohibit
Recreational vehicles, including boats, snowmobiles, campers, wave runners, golf carts and mobile homes	Prohibited or Restricted by the Zoning Code	Move prohibition to Village Code
Handicapped vehicles	Unregulated	Specifically exempted

Neighboring Community Regulations

Staff surveyed five neighboring communities with regard to commercial and recreational vehicle parking restrictions in residential neighborhoods. Since regulations vary from community to community and are organized in different sections of the Village, Building, Zoning and Property Maintenance Codes, staff conducted interviews to obtain the following information.

Highland Park and Park Ridge require all commercial vehicles to be parked on the side of or behind the home. Glenview, Northbrook and River Forest prohibit vehicles with a truck license plate, "B" or greater in a residential neighborhood.

Glenview, Highland Park, Park Ridge, Northbrook and River Forest all require recreational vehicles to be parked on the side or behind the home, with restrictions.

Lincolnwood Survey

In June 2015, staff conducted a windshield survey of 18 types of vehicles in Lincolnwood. The survey was conducted between 6:00 a.m. and 8:30 a.m. over a two day period. The results of the survey are listed in the table below.

Table B	
Commercial & Recreational Vehicle Windshield Survey	
Type of Vehicle Affected by Proposed Restriction	Number of Vehicles Observed
"B" license plates	2
Boats	12
Campers	3
Construction equipment	0
Covered vehicles	25
Equipment racks	8
Golf carts	0
Livery vehicles less than 22' in length with no markings	0
Motor homes	0
Non-permanent equipment	3
Roof top advertising, except for taxis	1
Snow plows	1
Snowmobiles	0
Taxi Cabs	18
Trailers	7
Vehicle advertising	13
Vehicle height less than 9'	13
Wave runners	1
Total Number Vehicle Owners Impacted	107

Table B shows that 107 vehicle owners would be affected, if all of CORB's recommendations are approved. Categories that would be impacted the most by CORB's recommendations include:

- 12 boat owners
- 25 automobile owners
- Eight commercial vehicle owners
- 18 taxicab owners

Summary

Staff is seeking direction from the Village Board regarding CORB's recommendation.



PRESS RELEASE

VILLAGE OF LINCOLNWOOD – 6900 N. LINCOLN AVE. – LINCOLNWOOD, IL 60712

PHONE: (847) 745-4717 - FAX: (847) 673-9382 – WWW.LINCOLNWOODIL.ORG

FOR IMMEDIATE RELEASE

Date: January 6, 2016

Contact: Robert LaMantia, Chief of Police

Phone: (847) 745-4748

The Village Board will discuss restricting and/or prohibiting recreational and commercial vehicle parking on residential driveways and/or public streets. Public comment is invited.

Village Board
Committee of the Whole
5:30 p.m. Tuesday
January 19, 2016
Village Hall Council Chambers
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

If you wish to submit comments in writing, please direct them to:

Village Board
c/o Chief Robert LaMantia
Lincolnwood Police Department
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

If you have any questions prior to the meeting, please contact Chief Robert LaMantia at (847) 745-4748.

To receive more information about Village of Lincolnwood news and events,
send an e-mail with the subject line “subscribe” to subscribe@lwd.org.

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LINCOLNWOOD POLICE DEPARTMENT

6900 N. Lincoln Avenue, Lincolnwood, IL 60712

(847) 673-2167

Robert LaMantia
Chief of Police

January 6, 2016

«Name»

«Address»

Lincolnwood, IL 60712

Re: Recreational and Commercial Vehicle Parking Regulations

Dear Property Owner:

The Village Board will be reviewing recreational and commercial vehicle regulations at the next Village Board meeting. You are being notified because you may have expressed an interest at a prior meeting. Enclosed, please find a table listing the current and proposed regulations, and the current Village Codes. Public comment is welcome.

Village Board Meeting
Committee of the Whole
5:30 p.m., Tuesday, January 19, 2016
Village Hall Council Chambers
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

If you have any questions, or wish to submit comments in writing, please direct them to:

Village Board
c/o Chief Robert LaMantia
Lincolnwood Police Department
6900 N. Lincoln Avenue
Lincolnwood, IL 60712
847-745-4748

Thank you for your consideration.

Sincerely,

Robert LaMantia

Robert LaMantia
Chief of Police

Enclosures:

Current Regulations v. Proposed Regulations
Current Zoning and Village Code

Current Regulations and Proposed Regulations by Vehicle Type

Vehicle by Type	Current Regulations	Recommended by CORB	Revised Proposed Regulations
Taxi Cabs	One Cab Allowed	One allowed, with sign restrictions	CORB Recommendation
Advertising on Motor Vehicles	Unregulated	Limited to three square feet on each side	Unregulated*
Rooftop Advertising	Unregulated	Prohibited, except for taxi cabs w/ standard sign	Unregulated*
Vehicle Height	Unregulated	Limited total vehicle height to less than 9'	Unregulated*
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Vehicles w/Snow Plows	Allowed Nov. thru Mar.	Same	Status Quo
Construction equipment; i.e., bobcats	One Allowed	Prohibit	CORB Recommendation
Trailers	One Allowed	Prohibit	May be parked on the side or rear yard
Covered Vehicles	Unregulated	Prohibit	Regulate- fitted cover, no tarps canvas or nylon
Recreational vehicles, including boats, snowmobiles, campers, wave runners, golf carts and mobile homes**	Prohibited or Restricted by the Zoning Code	Move regulations to Village Code	CORB Recommendation
Handicapped vehicles	Unregulated	Specifically exempted	CORB Recommendation

* Only 1 Commercial Vehicle will be permitted per household with a B plate, less than 8,000 lbs. not 1 commercial vehicle from each vehicle type

** See Attached Ordinance

Zoning Code

7.12 Parking and Storage of Recreational Vehicles, Recreational Vehicle Trailers, and Mobile Homes in All Zoning Districts

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

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

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

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

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

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

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

(4) Parking and storage of vehicles in storage facilities. A recreational vehicle, recreational vehicle trailer or mobile home may be stored in a facility where the storage of property is the primary business of such facility or in a facility where the parking or storage of recreational vehicles, recreational vehicle trailers or mobile homes for display prior to sale or storage prior to delivery may be permitted on a lot in districts where establishments manufacturing such vehicles

are permitted uses or special uses and such use complies with all applicable provisions of this Zoning Ordinance.

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

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

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

a. Parking or storage in an unlocked condition.

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

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

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

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

Village Code

7-2-17 Parking of Recreational Vehicles, Recreational Vehicle Trailers, and Mobile Homes Prohibited

(A) Definitions. The following definitions shall apply in the interpretation and enforcement of this Section 7-2-17.

BOAT

Any device (including jet skis and personal watercraft devices) used or capable of being used for navigation on water.

BOAT TRAILER

Every vehicle designed or utilized for the transportation of any boat, without motive power, designed for being drawn by another vehicle.

CONVERSION VAN

A stock model van with major customizing and which bears "RV" license plates.

MOBILE HOME

A vehicle or trailer designed and constructed for dwelling purposes.

RECREATIONAL VEHICLE

Either:

- (1) Portable vehicular structures without a permanent foundation, which can be towed, hauled or driven and which are primarily designed as a temporary living accommodation for recreational, camping and travel use and which include, but are not limited to, trailers, campers, camping trailers, van campers, pickup coaches, camper box, and self-propelled motor homes; or
- (2) Motorized or nonmotorized vehicles used primarily for recreational purposes, which include, but are not limited to: boats, watercraft, snowmobiles, ice sailing craft, aircraft, and vehicles with more than two wheels, such as dune buggies, three- and four-wheel off-road vehicles and other similar vehicles, and open or closed trailers, cases, or boxes used for transporting recreational vehicles, or used for transporting other motor vehicles, such as race cars, motorcycles, aircraft, or nonmotorized vehicles, such as bicycles, whether occupied by such vehicles or not, or for transporting livestock, whether occupied by or not.
- (3) Conversion vans are not recreational vehicles for purposes of this Chapter 7.

RECREATIONAL VEHICLE TRAILER

Any "trailer" as defined herein and shall also include any vehicle on wheels, skids, rollers or blocks, either self-propelled or propelled by any other means, which is used or designed to be used primarily for residential, living, sleeping purposes or for the transportation of boats or any other recreational equipment, or for other similar purposes.

TRAILER

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

(B) Limitations on parking. No recreational vehicle, recreational vehicle trailer, or mobile home shall be parked on any street within the Village, or within any Village right-of-way or parking lot, except upon prior approval by the Chief of Police or his or her designee for a grace period not to exceed 24 consecutive hours. No person shall receive approval pursuant to this Section 7-2-17(B) to park a recreational vehicle, recreational vehicle trailer or mobile home for: (i) any twenty-four-hour period more than four times in a given calendar year; or (ii) two or more consecutive twenty-four-hour grace periods.

(C) Use of public utilities. It shall be unlawful for any recreational vehicle, recreational vehicle trailer or mobile home to be connected to any public utility except for required servicing.

(D) Lodging. No recreational vehicle, recreational vehicle trailer or mobile home shall be occupied for lodging or dwelling purposes in the Village.

(E) Unsafe conditions. It shall be unlawful to park or store a recreational vehicle, recreational vehicle trailer or mobile home in a manner which creates a dangerous or unsafe condition. A dangerous or unsafe condition shall include, but shall not be limited to, parking a recreational vehicle, recreational vehicle trailer or mobile home in an unlocked condition or in a gear other than "park".

(F) Penalty. Any person who shall violate any of the provisions of this Section 7-2-17 shall be subject to a fine as set forth in Section 7-2-31 of this Code.



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: January 19, 2016
Subject: Review of the Village Code Regarding Regulations of Dogs

Staff conducted a review of the Village Code as it pertains to the regulation of dogs and recommended revisions at the December 17, 2015 Committee of the Whole (COTW). The revisions were intended to provide:

- current and clearer definitions
- a process for adjudicating cases in the Administrative Hearing rather than the circuit court
- current and clearer regulations of dangerous dogs
- current and clearer regulations of vicious dogs
- an objective process for determining a dangerous dog
- an objective process for determining a vicious dog
- an additional layer of due process for the dog owner

During the COTW, at least two Trustees inquired about the benefit or need for breed specific language in the Code. Consequently, staff conducted further research regarding breed specific language. In summary, scholarly research suggests:

- controlled studies have not identified Pit Bull types as disproportionately dangerous
- there is no evidence that breed-specific bans reduce the rate or severity of bite injuries

- it is inappropriate to make predictions about a given dog's propensity for aggressive behavior based solely on its breed

Staff sought the professional opinion of four local veterinarians and all agree that breed specific language is an ineffective method to determine if a dog is or likely to be aggressive.

Staff was unsuccessful in identifying scholarly research in support of breed specific language.

Staff concurs with the National Animal Control Association: "Dangerous and/or vicious animals should be labeled as such as a result of their actions or behavior and not because of their breed."

Staff recommends approving the proposed Ordinance reviewed at the December 17, 2015 Committee of the Whole without breed specific language.

Documents Attached

1. Proposed Ordinance (clean version)
2. Proposed Ordinance (redline version)
3. December 17, 2015 memorandum by Chief Robert LaMantia titled: Review of the Village Code Regards to Regulations of Dogs
4. December 17, 2015 Committee of the Whole PowerPoint presentation: Proposed Dangerous and Vicious Dog Ordinance Amendments
5. June, 2006 Ordinance No. 2006-2720 Regarding Dangerous Dogs
6. Literature Review on the Welfare Implications of "The Role of Breed in Dog Bite Risk and Prevention" February 6, 2015
7. Position Statement on Breed-Specific Legislation, American Veterinary Society of Animal Behavior, 2014
8. Information Regarding Proposals to Ban Specific Dog Breeds, Illinois State Veterinary Medical Association, date unknown
9. Letter from Best Friends Animal Society to Mayor Turry, December 31, 2015

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-____

**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 JANUARY, 2016.

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

ORDINANCE NO. 2016-___

**AN ORDINANCE 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:

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 allow 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 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 DOGS.

(A) Definitions. The following definitions shall apply in the interpretation and the enforcement of this 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 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 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 children or other animals;
2. Locks securely, and includes secure sides, top and bottom;
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 prominently-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 doors to the room must lock securely.

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 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.

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.

(B) 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

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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 at 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

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- 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) 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. 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.

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 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]

Clean Version without "Redlining" of Added and Removed Language

PASSED this ____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2016.

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

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

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

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VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-____

**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 JANUARY, 2016.

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

ORDINANCE NO. 2016-___

AN ORDINANCE 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 allow 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 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 prominently-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 at 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. 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 VICIOUS 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 _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2016.

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

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

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

#37457827_v5



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 17, 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

Proposed Dangerous and Vicious Dog Ordinance Amendments

<u>Regulation</u>	<u>Dangerous Dogs</u>	<u>Vicious Dogs</u>
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.
Microchipping	Dog must be microchipped within 14 days after designation.	Dog must be microchipped 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.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2006-2720

**AN ORDINANCE AMENDING CHAPTER 9, ARTICLE 3, SECTION 9-3-13 OF THE
MUNICIPAL CODE OF LINCOLNWOOD REGARDING DANGEROUS DOGS AND
CATS**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 15TH DAY OF JUNE, 2006

Published in pamphlet form by
the authority of the President
and Board of Trustees of the
Village of Lincolnwood, Cook
County, Illinois, this 15th day of
June, 2006.

AN ORDINANCE AMENDING CHAPTER 9, ARTICLE 3, SECTION 9-3-13 OF THE MUNICIPAL CODE OF LINCOLNWOOD REGARDING DANGEROUS DOGS AND CATS

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

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

WHEREAS, on two separate occasions in 2006, the Village's Chief of Police reported to the corporate authorities, sitting in their capacity as the Committee of the Whole ("COTW"), incidents of dog attacks and disturbances that occurred within the Village and other areas of the country relating to "pit bull terrier dogs," which are defined as 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 or Staffordshire Bull Terrier or American Staffordshire Terrier;

WHEREAS, the Chief of Police provided evidence to the COTW that studies have shown pit bull terriers possess unique qualities that make them more specifically dangerous to society than any other breed of dog;

WHEREAS, pit bull terriers also possess the quality of "gameness," which can be described as the propensity to catch and maul in an unrelenting manner a victim until death occurs, or has the continuing tenacity and tendency to attack repeatedly for the purpose of killing, all as more fully described in the case of *Vanater vs. Village of South Pointe* [cite];

WHEREAS, a pit bull terrier applies pressure of 2,000 per square inch when it bites, as opposed to a full grown German Shepard that applies 450 pounds of pressure per square inch when it bites;

WHEREAS, the corporate authorities have determined that it is in the best interests of the public health, safety and welfare of its citizens to amend Chapter 9, Article 3, Section 9-3-13 of the Municipal Code of Lincolnwood in order to further regulate pit bull terriers.

NOW, THEREFORE, BE IT ORDAINED by the President and the Trustees of the Village Board as follows:

Section 1. 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. Chapter 9, Article 3, Section 9-3-13 is hereby deleted in its entirety and replaced with the following provisions:

9-3-13: REGULATION OF DOGS AND OTHER ANIMALS:

(A) Definitions: The following definitions shall apply in the interpretation and the enforcement of this section:

1. CSO means the community service officer.
2. DANGEROUS DOG means 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.
3. DOG means all members of the family *Canidae*.
4. ENCLOSURE means a fence or structure of a least six feet in height, forming or causing an enclosure suitable to 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, and designed with secure sides, top and bottom, and shall be designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, the door must be locked.
5. **FOUND TO BE A VICIOUS DOG means that:**
 - a. **Except as to pit bull terriers, which are considered herein to be *per se* vicious dogs, the CSO or a LEO has conducted an investigation in accordance with the provisions of the Illinois Animal Control Act (510 ILCS 5/15) and made a finding in writing that the dog is a vicious dog, as defined in subsection "(A)15" of this section, and based on that finding, the CSO or LEO has declared in writing that the dog is a vicious dog; and**
 - b. **A judge of the circuit court of Cook County has found the dog to be a vicious dog, as defined in subsection "(A)15" of this section, and has entered an order based on that finding.**
6. HAS BEEN BITTEN means 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.

7. IMPOUNDED means taken into the custody of the public animal control facility.
8. LEASH means 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.
9. LEO means law enforcement officer of the Village of Lincolnwood.
10. OWNER means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his care, or acts as its custodian.
11. PERSON means any individual, firm, corporation, partnership, society, association or other legal entity, any public or private institution, the State of Illinois, municipal corporation or political subdivision of the State, or any other business unit.
12. PHYSICAL INJURY means the impairment of physical condition.
13. PIT BULL TERRIER means 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 or Staffordshire Bull Terrier or American Staffordshire Terrier.
14. SERIOUS PHYSICAL INJURY means 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.
15. VICIOUS DOG means any individual dog:
 - a. that, when unprovoked, inflicts bites or attacks a human being or other domestic animal either on public or private property;
 - b. 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;
 - c. 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;
 - d. any dog owned or harbored primarily or in part for the purpose of dog fighting or any dog trained for dog fighting, or any pit bull terrier; which for purposes of this section is deemed a *per se* vicious dog; and/or

- e. which has been found to be a dangerous dog, as defined in this section, on at least one prior occasion.
- (B) 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.
- (C) 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.
- (D) 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 subsection "(D)1" of this section:
 - 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, as defined in subsection "(A)4" of this section.
- (E) No owner shall sell or give away such vicious dog.
- (F) 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.
- (G) Sentry, guard or police owned dogs that attack or injure a person, while performing duties as trained, are exempt from this section; provided, however, that the owner of such exempt dog has previously provided the Lincolnwood police department with the address of the premises in which such exempt dog is housed and/or maintained. To qualify for exemption under this section, each such dog shall be currently inoculated against rabies in accordance with section 8 of the Illinois Animal Control Act. It shall be the duty of the owner of such exempt dog to notify the Lincolnwood police department of changes of address. In the case of a sentry or guard dog, the owner shall keep the

Lincolnwood police department advised of the location where such dog will be stationed. The Lincolnwood police department shall provide the Lincolnwood fire department with a categorized list of such exempt dogs, and shall promptly notify the Lincolnwood fire department of any address changes reported.

- (H) Any owner of a vicious dog must obtain public liability insurance in the amount of \$50,000.
- (I) 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.
- (J) Any owner of a vicious dog must have the dog neutered or spayed, as the case may be.
- (K) 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 – VICIOUS DOG ON PREMISES."
- (L) For dangerous animals other than dogs, see 720 ILCS 585/0.1, Et Seq.
- (M) It is unlawful for any person to maintain a public nuisance by permitting any poisonous snake or boa constrictor to leave the premises of its owner when not under control by a recognized control method as may be otherwise provided under this section.

Section 3. All owners of vicious dogs shall have 60 days from the effective date of this Ordinance, to-wit, August 25, 2006, to construct an enclosure as defined in Section 9-3-13(A)(4), to provide evidence of insurance to the Lincolnwood Police Department pursuant to Section 9-3-13(H), to provide evidence to the Lincolnwood Police Department that the vicious dog has had a microchip implanted as provided in Section 9-3-13(I), to provide evidence to the Lincolnwood Police Department that the vicious dog has been neutered or spayed, as provided in Section 9-3-13(J), and to provide evidence to the Lincolnwood Police Department that signs have been posted in accordance with Section 9-3-13(K).

Section 4. In all other respects, the Municipal Code of Lincolnwood shall remain the same.

Section 5. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this 15th day of June, 2006.

AYES: Trustees Froman, Lebowitz,
Elsteward, Spriggs-Markon
NAYS: Trustee Heidke
ABSENT: Trustee Lytaker
ABSTENTION: None

APPROVED by me this 15th day of June, 2006.

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

ATTESTED and FILED in my office the
15th day of June, 2006.

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



Literature Review on the Welfare Implications of
The Role of Breed in Dog Bite
Risk and Prevention

(February 6, 2015)

BREEDS IMPLICATED IN SERIOUS BITE INJURIES

In a range of studies, the breeds found to frequently appear in lists of dogs implicated in biting incidents were German Shepherd Dog,^{1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,55} mixed breed,^{1,4,6,8,10,11,12,19,17,20,55} pit bull-type dogs,^{5,9,13,16,21,20,22,23,24,25,26,27} Rottweiler,^{15, 18,23,25, 26,28} Jack Russell Terrier,^{22,28,27} and others (Chow Chow,^{7,24} Spaniel,^{14,29} Collie,^{3,29} Saint Bernard,²¹ and Labrador Retriever²). If only the cases that resulted in very severe injuries or fatalities^{21,23} are considered, pit bull-type dogs are more frequently identified. This may relate to the popularity of the breed in the victim's community, reporting biases, misidentification, and the dog's treatment by its owner (e.g., use as fighting dogs²¹). It is worth noting that fatal dog attacks in some areas of Canada are attributed mainly to "sled dogs" and Siberian Huskies,⁵⁷ presumably due to the regional prevalence of these breeds. See Table 1 for a summary of breed data related to bite injuries.

CONTROLLED STUDIES

The prevalence of particular dog breeds can also change rapidly over time, often influenced by distinct peaks of popularity for specific breeds. It seems that increased popularity is sometimes followed by increases in bite reports in some large breeds. For example there was a distinct peak in American Kennel Club registration of Rottweilers³⁰ between 1990 and 1995, and they emerged at the top of the list of 'biting breeds' for the first time in studies of bites causing hospitalization in the late 1990s and early 2000s.^{25,28,15,59} While it must be noted that other temporarily popular breeds such as Dalmatians and Irish setters do not seem to make similar appearances, any estimate of breed-based risk must take into account the prevalence of the breed in the population at the time and place of serious biting events.^{17,31}

For example, researchers can compare well-documented bite cases with dogs living in similar (matched control) households. Using this method, one study found that the breeds disproportionately involved in bite injuries requiring medical attention in the Denver area (where pit bull types are not permitted) were the German Shepherd Dog and Chow Chow.⁶⁵

This peer-reviewed summary has been prepared by the American Veterinary Medical Association Animal Welfare Division. While principally a review of the scientific literature, it may also include information gleaned from proprietary data, legislative and regulatory review, market conditions, and scholarly ethical assessments. It is provided as information and its contents should not be construed as official AVMA policy. Mention of trade names, products, commercial practices or organizations does not imply endorsement by the American Veterinary Medical Association.

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Other studies use estimates of breed prevalence that do not relate specifically to the households where the bites occurred, such as general community surveys, breed registries, dog license databases or animal shelter populations (See Table 2.). A study in Rome, Italy where *molloser* dogs like the Mastiff are reputed to be the most dangerous dogs, found they were *not* disproportionately involved in biting incidents when taking into account their prevalence in the community.³² These prevalence referenced studies attribute somewhat higher risk to a range of breeds including the German Shepherd Dog and crosses^{61,62,63,64,65} and various other breeds (mixed breed,^{63,64} Cocker Spaniel,^{62,66} Chow Chow,^{65,66} Collie,⁶² Doberman,⁶¹ Lhasa Apso,^{44,66} Rottweiler,⁵⁰ Springer Spaniel,⁴³ Shih Tsu,⁴³ and Poodle⁶³).

AGGRESSIVE BREEDS

Breeds found to be more aggressive toward people based on behavioral assessments and owner surveys includes tend to belong to small- to medium-sized breeds such as the collies, toy breeds and spaniels.^{33,34,35,36,37} One survey of general veterinary clientele in Canada (specifically practices in New Brunswick, Nova Scotia, and Prince Edward Island) identified Lhasa Apso, Springer Spaniel and Shih Tsu as more likely to bite.⁴³

When dogs of small stature show aggression aggressive their relatively limited strength means they are less likely to inflict serious bite injury except on vulnerable individuals or as part of a group of dogs.^{38,39} Referrals for aggression problems more closely approximate the breeds implicated in serious bites, possibly because owners are more likely to seek treatment for aggression in dogs that are large enough to do serious damage or pose a significant risk of injury. Larger dogs (regardless of breed) are implicated in more publically reported injuries caused to humans⁴⁰ and other dogs.⁴¹

Certain large breeds are notably under-represented in bite statistics such as large hounds and retrievers (e.g., Labrador Retrievers, Golden Retrievers)^{35,43}—although these breeds may have aggressive subtypes.⁴² Results relating to German Shepherd Dogs are mixed,^{36,43} suggesting there unidentified factors are causing variation in outcomes.

PIT BULL TYPES

Owners of dogs that are identified by the community as ‘pit bull type’ may experience a strong breed stigma,⁴⁴ however controlled studies have not identified this breed group as disproportionately dangerous. The pit bull type is particularly ambiguous as a “breed” encompassing a range of pedigree breeds, informal types and appearances that cannot be reliably identified.⁴⁵ Visual determination of dog breed is known to be unreliable.⁴⁶ As discussed witnesses may be predisposed to assume that a dog that bites is a ‘pit bull’.

The incidence of ‘pit bull-type’ dogs’ involvement in severe or fatal attacks may be associated with prevalence of at-risk dogs in neighborhoods with lots of young children. Owners of stigmatized breeds are more likely to have involvement in criminal and/or violent acts⁴⁷, so apparent ‘breed correlations’ may be due to patterns in owner behavior.

BREED BANS

Most serious dog bite injuries (defined as requiring hospital treatment) in the United States involve victims who are young children,⁵⁵ un-neutered dogs, and dogs familiar to the victim (belonging to the family, a family friend or neighbor).^{32,48,49,55} Accordingly, responsible ownership and supervision is key to minimizing the risk of dog bites in communities.

Limiting ownership of specific breeds has been suggested by some to reduce injuries (e.g., pit bull type,⁵⁰ German Shepherd Dog⁵¹) however there is no evidence that breed-specific bans reduce the rate or severity of bite injuries the community.^{8,52,53} Strategies known decrease the number of dog bites include active enforcement of dog control ordinances.⁵⁴

CONCLUSION

Dogs who bite can seriously injure or kill people⁴⁸. It is natural for those affected to seek to address what they perceive to be the immediate cause, and it is easy to blame breed. However as Duffy et al (2008) wrote of their survey based data: *“The substantial within-breed variation... suggests that it is inappropriate to make predictions about a given dog’s propensity for aggressive behavior based solely on its breed.”*³⁴ Factors relating to the individual animal (eg, training method, sex and neutering status), the target (e.g. owner versus stranger), and the context in which the dog is kept (e.g. urban versus rural) have been shown to be more predictive of dogs bites than has breed. Also the nature of a breed has been shown to vary across time, geographically, and according to breed subtypes such as those raised for conformation showing versus field trials.³⁷

Breed is a poor sole predictor of dog bites. Controlled studies reveal no increased risk for the group blamed most often for dog bites, ‘pit bull-type’ dogs. Accordingly, targeting this breed or any another as a basis for dog bite prevention is unfounded. As stated by the National Animal Control Association: *“Dangerous and/ or vicious animals should be labeled as such as a result of their actions or behavior and not because of their breed.”*

SUMMARY TABLES

Table One

Studies of Serious Dog Bite Injury by Breed

Period	Data Source	N	Country	Top Two Breeds Identified	Ref
1971	US Dept. Health	843	United States (VA)	mixed breed German Shepherd Dog	1
1971-1974	Hospital records	50	South Africa	German Shepherd Dog Labrador Retriever	2
1973-1976	US Dept. Health	2618	United States (AL)	German Shepherd Dog Collie	3
1979-1982	Health Dept. Severe attacks	16	United States (SC)	pit bull type Saint Bernard	21
1981-1983	US Reservations	772	United States	mixed breed unspecified pedigree	19
1982	Hospital Records	420	Canada	German Shepherd mixed breed	55
1982-1989	Hospital records	146	United Kingdom	pit bull type Jack Russell Terrier	22
1987-1988	HASS	487	United Kingdom	mixed breed German Shepherd Dog	4
1979-1998	Fatalities	27	United States	pitt bull type Rottweiler	23
1969-2007	Fatalities	5	New Zealand	pitt bull type --	56
1989	Hospital records	168	United States	German Shepherd Dog pit bull type	5
1989	Hospital records	75	United Kingdom	German Shepherd Dog mixed breed	6
1991	Animal control records	357	United States	German Shepherd Dog Chow Chow	7
1991+1994	Hospital records	198	United Kingdom	German Shepherd Dog mixed breed	8
1989-1996	Hospital records	1109	United States (CA)	pit bull type German shepherd	9
1990-2007	Fatalities	28	Canada	mixed breed husky "sled dog"	57
1995	Patients receiving rabies post-exposure prophylaxis	~8000	United States (PA)	German Shepherd Dog mixed breed	10
1991-2000	Hospital records	654	Spain	German Shepherd Dog mixed breed	11
1996	Hospital records	1916	Australia	German Shepherd Dog Bull Terrier	58
1995-1997	Animal control	?	United States	pit bull type	24

				Chow Chow	
1997	Hospital records	385	Canada	German Shepherd Dog Cocker Spaniel	11
1998-2002	Hospital records	72	Canada	Rottweiler German Shepherd Dog	59
2002	Accident compensation claims	535	New Zealand	Mixed breed German shepherd dog	17
1991-2004	Hospital records	25	South Africa	pit bull type German Shepherd Dog	60
1994-2005	Hospital records	341	Austria	mixed breed German Shepherd Dog	12
1997-2003	Hospital records	11	United States	Rottweiler German Shepherd Dog	15
2001-2002	ACC claims	3020	New Zealand	German Shepherd Dog pit bull type	13
2000-2004	Hospital records	593	United Kingdom	Rottweiler Jack Russell Terrier	28
2001-2005	Hospital records	551	United States	pit bull type Rottweiler	25
2002-2005	Veterinary referral	111	United States (PA)	Springer Spaniel German Shepherd Dog	14
2004-2005	Survey based on Dog Bite Line contacts	234	Ireland	Collie Spaniel	29
2001-2011	Hospital records	436	United Kingdom	Staffordshire Bull Terrier Jack Russell Terrier	27
2000-2012	Hospital records	431	Switzerland	German Shepherd Dog Rottweiler	18
2005-2009	Hospital records	40	United States (SC)	Pit bull type Rottweiler	26
2006-2009	Hospital records	203	United States (PA)	Mixed breed Pit bull type	20

Table Two

Studies of Serious Dog Bite Injury by Breed taking into Account Breed Prevalence

Period	Data Source	Prevalence estimate	N	Country	Breeds Identified as Higher Risk	Ref
1974-1975	Animal control	Licensed dogs	?	United States (MD)	German Shepherd Dog and shepherd crosses Doberman Pinscher	61
1976-1977	US Bases	Relative risk versus mixed breed	529	United States (IL, MO)	Collie German Shepherd Dog Cocker Spaniel	62
1982	Pediatric practice	Non-biting pets of	194	United States	German Shepherd Dog	63

		other patients		(MO)	and shepherd crosses mixed breed over 30lb Poodle	
1986-1987	Health Unit	Licensed dogs	318	Canada	German Shepherd Dog mixed breed	64
1991	Plastic surgery cases	Prevalence in community	146	Australia	German Shepherd Dog	51
1991	Animal control	Case controls	178	United States (CO)	German Shepherd Dog Chow Chow	65
1990-1993	Hospital records	Survey	356	Australia	Doberman Pinscher German Shepherd Dog Rottweiler	50
1993	Shelter animals quarantined for biting	General shelter admissions	170	United States (WI)	Chow Chow Cocker Spaniel Lhasa Apso	66
1996	Owner self-report (biters)	Owner self-report (non-biters)	3226	Canada	Lhasa Apso Springer Spaniel Shih Tsu	43
2003-2004	Shelter and Veterinary Hospital records	Registered dogs	290	Italy	Shepherd breeds	32

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Position Statement on Breed-Specific Legislation

AVSAB

American Veterinary Society
of Animal Behavior

www.AVSABonline.org

The American Veterinary Society of Animal Behavior (AVSAB) is concerned about the propensity of various communities' reliance on breed-specific legislation as a tool to decrease the risk and incidence of dog bites to humans.

The AVSAB's position is that such legislation—often called breed-specific legislation (BSL)—is ineffective, and can lead to a false sense of community safety as well as welfare concerns for dogs identified (often incorrectly) as belonging to specific breeds.

The importance of the reduction of dog bites is critical; however, the AVSAB's view is that matching pet dogs to appropriate households, adequate early socialization and appropriate training, and owner and community education are most effective in preventing dog bites. Therefore, the AVSAB does support appropriate legislation regarding dangerous dogs, provided that it is education based and not breed specific.

Facts About Dog Bites

According to the 2013-2014 American Pet Product Association National Pet Owners Survey, there are an estimated 83.3 million dogs in America and estimated 56.7 million households with at least one dog.¹ Dog bite data varies greatly; not all bites are reported, and those reported aren't always documented into databases. The Centers for Disease Control and Prevention indicates that between 2001-2003 there were over 4.5 million dog bites annually in the U.S. Nearly one of five bite victims requires medical attention.² Dog bites accounted for an average of 311,000 emergency room visits per year between 2006-2008 in the U.S. (most involving children); however, only 2.3% required hospitalization.³

Dog bite fatalities are very rare; between 1999-2006, there was an average of 27 fatal dog attacks per year in the U.S., which is approximately three fatal bites/10 million dogs/year.⁴ It is widely accepted that every effort must be made to reduce these numbers, and one of the most common proposals to reduce the number of dog bite related injuries is breed-specific legislation.

What is Breed-Specific Legislation?

Breed-specific legislation refers to public policies or legal statutes that control, limit or prevent ownership of specific dog breeds or mixes. Breeds listed as "dangerous" in this type of legislation commonly include pit bull-type dogs (dogs with a "pit bull look") as well as the purebred American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier and Bull Terrier. Often other breeds are included in BSL, including the Rottweiler, Doberman Pinscher, Bullmastiff, Mastiff, Akita and German Shepherd Dog.⁵⁻⁸

Breed-specific legislation may ban ownership of targeted breeds all together, or dogs suggested as being a certain breed, or a mix of specific breeds. BSL may also mandate specific restrictions for breeds or mixes, such as requiring owners to spay or neuter their dogs, muzzle their dogs in public and/or carry extra liability insurance. Breed-specific legislation does not take current or historical behavior into account, or genetics, so dogs simply profiled as one of the targeted breeds (accurately or not) classifies that dog as "dangerous."



Calls for BSL increased in response to a perceived increase in the number and severity of dog bites in the 1970s, particularly from dogs identified as pit bulls. Popular culture spreads images of dangerous pit bull-type dogs, and this perpetuates fears and many inaccuracies, such

as the often repeated fallacy that such dogs have "locking jaws."

These fears contributed to motivating public officials in many countries to take action. Many American municipalities have enacted breed restrictions or bans, including Boston; Denver; Kansas City, MO; and Miami-Dade County, FL. Similar legislation was implemented across the entire province of Ontario and the city of Winnipeg in Canada, as well as in countries including Brazil, Denmark, Germany, Ireland, Israel, Malaysia, the Netherlands, Norway, Spain and the United Kingdom.

What Breeds Bite?

Any dog may bite, regardless of the dog's size or sex, or reported breed or mix of breeds. Twenty breeds and mixes were identified as being involved in 256 fatal attacks in the U.S. Between 2000-2009,⁹ Denenberg, et al. (2005) surveyed three veterinary behavior referral centers in the U.S., Canada and Australia, finding that Jack Russell Terriers, Labrador Retrievers and Golden Retrievers were the breeds most commonly referred for aggression.¹⁰

A study of dog breeds involved in fatal attacks in the U.S. between 1979-1998 revealed 31 breeds or mixes were responsible for 238 attacks.¹¹ Over half of these incidents were reported to involve pit bull-type dogs and Rottweilers; however, breed identifications were usually based upon media reports and therefore could not always be substantiated. The 29 other breeds responsible for deaths included the American Cocker Spaniel, Boxer, Chesapeake Bay Retriever, West Highland White Terrier, and other breeds with reputations as family-friendly pets.¹¹

An examination of stringent, state-regulated compulsory temperament tests administered in Lower Saxony, Germany, found that 95% of the population of 415 dogs of "dangerous breeds" reacted appropriately to test situations.^{8,12} When "friendly breeds" were tested, their scores were similar, exposing the fallacy that targeted breeds presumed to be dangerous were, in fact, no



more dangerous than breeds considered to be friendly.¹³

Breed alone is not predictive of the risk of aggressive behavior. Dogs and owners must be evaluated individually.¹⁰

Breed Misidentification

The AVMA reported in 2012 that approximately 46% of dogs in the U.S. were mixed breed.¹⁴ While there are purebred “bully breeds,” (such as the American Pit Bull Terrier, American Staffordshire Terrier, etc.) most dogs referred to as “pit bulls” are merely individuals with a common general phenotype (or appearance). Thus, an additional concern regarding BSL involves accurately identifying breeds or mixes that presumably fall under the restrictions. Visual identification is not reliable. Presumed breed identification is often made by neighbors, public officials, law enforcement, reporters, etc.—not necessarily by people who work with animals—and even those professionals may not know.

Modern DNA testing has proven what Scott and Fuller first demonstrated in 1965—that mixed breed dogs might not look like either parent dog. In a classic experiment breeding Basenjis with English Cocker Spaniels, not all of the first or second generation offspring resembled either of the parent breeds.¹⁵ In fact, those offspring were often identified by “experts” as altogether different breeds, including Beagle mixes or Golden Retriever mixes.

A study published in the *Journal of the American Veterinary Medical Association* illustrated the difficulties in identifying the breeds accurately. Under BSL, dogs that resemble pit bulls or pit bull mixes are frequently confiscated and/or euthanized by authorities, even if they have never exhibited aggression. Since no scientific proof is required to establish breeds and inaccurate reporting of alleged breed has such great repercussions, it is now recommended that veterinarians and shelters refrain from trying to identify breed mixes visually.¹⁶

Today, we know that only about 1% of the canine genome appears to be responsible for the great physical variation apparent among dog breeds.^{17,18} In other words, a dog's physical appearance (phenotype) does not necessarily correspond with genetic composition (genotype). As Voith, et al. (2013) state, “A dog could genetically be 50 percent German Shepherd Dog and lack the genomic regions responsible for the German Shepherd Dog size, coat color, muzzle length and ear properties.”¹⁹

Dog DNA tests reveal that even professionals

experienced at identifying dog breeds (veterinarians, dog trainers, breeders, animal control officials, shelter workers, etc.) are unable to reliably identify breeds visually.^{16,19} These professionals are the ones who are often responsible for making breed identifications, which are recorded into veterinary reports, pet adoption papers, bite reports, etc. A study published in 2009 proved that visual ID was usually inaccurate compared to canine genetic testing.²⁰ The breed identification assigned at adoption was compared to DNA test results for those dogs, and not surprisingly the visual ID matched the predominant breed proven in DNA analysis in only 25% of the dogs.²⁰ Follow-up studies confirm that visual breed identification is highly inconsistent and inaccurate.¹⁹

Why Do Dogs Bite?

Aggression is a context-dependent behavior and is associated with many different motivations (i.e., defensive, learned, fearful or territorial). Most dogs that show aggression do so to eliminate a perceived threat, either to their safety or to the possession of a resource.



In other words, most aggression is fear-based. Whether dogs use aggression appropriately is influenced by a large number of factors, including early environment, genetics, learning, physical health and mental health.²¹⁻²³

Once any dog practices aggression, the behavior often continues. As a result, people or other dogs (the perceived threat) back off, and therefore the behavior is reinforced.

The primary goals for behavior management of aggressive dogs are safety and eliminating the triggers of aggression.²¹⁻²³ Identifying these triggers and the needs of the individual dog, a veterinary exam (to rule out a contributing medical explanation), and receiving qualified professional behavioral advice are far more relevant to treating aggression than breed identification.

An appropriate understanding of canine

signaling, or body language, can help both owners and potential victims predict the immediate intention of a dog and take action to prevent a bite.²² Responsible breeding and puppy-raising play an important role in preventing aggressive behaviors, irrespective of breed or mix. Appropriate socialization and managing early onset of fears in young puppies can minimize the risk for future undesired behaviors and fears.²⁴ (For more information see the AVSAB position statement on socialization.)

Family dogs develop positive associations with humans through daily interactions, socialization and training. Dogs restricted from such interactions may be termed “resident dogs.” Resident dogs have an owner, but spend most of

Responsible dog ownership and public education must be a primary focus of any dog bite prevention policy.

their lives isolated, even abused by modern American standards. These dogs may be fenced or chained away from people and normal interactions, or simply ignored and don't benefit from early training.⁹ As a result, resident dogs may be more likely to express aggression and also perhaps other anxieties since fear of people, fear of other animals and fear of novel situations are among the most common explanations for aggression in dogs.

Furthermore, aversive training methods including verbal reprimands, physical abuse, and shock collars are associated with an increase in aggressive behavior,

especially toward the owner.²⁵ (Consult the AVSAB position statement on punishment for more information.)

Resident dogs are more likely to be mismanaged or neglected than family pets; taken together, these conditions predispose resident dogs to be more territorial and protective of their environments.⁹ Not surprisingly, 76.2% of dog bite related fatalities in the U.S. between 2000-2009 involved dogs defined as resident dogs. Male dogs were most likely (87.5%) to be involved in fatal attacks, and 84.4% were not neutered. It is important to note that intact males are not inherently more aggressive, but instead more likely to roam. The breed of these resident dogs was reliably assigned in only 45 of 256 cases (17.6%); 20 breeds and two mixes were identified.⁹



Patronek, et al. reported 75% of fatal dog bites occurred on the owner's property, where under typical breed-specific legislation, a dog would not be required to be muzzled or restrained.^{9,11} The owner was not present during 87% of fatal dog bite related attacks in the U.S. between 2000-2009, and 85% of the victims had no or only an incidental relationship with the dog.

Furthermore, in 37.5% of the cases, the owners knew the dogs were dangerous or had allowed them to run loose and/or repeat potentially dangerous behaviors, and in over 20% of the cases the dogs had been neglected or abused. In most cases, multiple factors were involved and are predictive of a "dog attack waiting to happen. These factors are more predictive than the alleged breed or mix of breeds."⁹

It's clear that the lack of responsible dog ownership is a major contributing factor in serious dog attacks, including fatalities.^{9,26} Based on the data, BSL would not have prevented any of the fatal attacks during this time period.

Results of Breed-Specific Legislation

Breed-specific legislation can have unintended adverse effects. Owners of a banned breed may avoid veterinary visits and therefore vaccinations (including rabies) to elude seizure of the dog by authorities and/or euthanasia. This negatively impacts both the welfare of dogs and public health. Similarly, owners may forego socializing or training their puppies, which increases the risk of behavior problems, including fear and aggression in adulthood.

Of course, owners who acquire dogs for fighting aren't likely to comply with BSL requirements. In addition, due to budget and staffing constraints, BSL is often enforced inconsistently or not at all.

A study of dog bites in Spain between 1990-1995 (before the 2000 Dangerous Dog Act was enacted) compared to another study conducted from 2000-2004 revealed no difference in the distribution of dog breeds involved in bites; in fact, fewer than 4% of the bites in each of the time periods were caused by dogs on the dangerous breeds ban list.⁷

In Winnipeg, Manitoba, there was no difference in the incidence of dog bite injury hospitalizations prior to or following the enactment of BSL.²⁷ A cross-Canada study published in 2013 also concluded that there was no difference in the dog bite incidences between municipalities with and without breed-specific legislation.²⁸

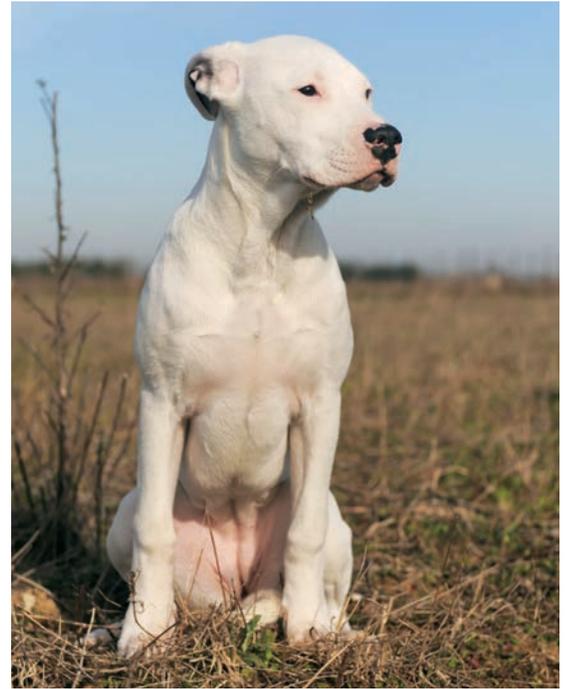
In 2008, the Dutch government repealed a 15-year nationwide ban on pit bulls after a government study showed it to be ineffective.^{6,29} Following the change, dogs were to be judged based on their behavior, not breed, size or appearance. A similar list of "dangerous breeds" was repealed in Italy in 2009 with the focus changing to responsible ownership.³⁰

Breed-specific legislation effectiveness is also under scrutiny in the United States. Denver enacted BSL in 1989. Denver has since experienced a higher rate of hospitalizations as a result of dog bite related injuries than breed-neutral Boulder, CO.³¹ In May 2012, the state of Ohio passed legislation removing pit bulls from its definition of vicious dogs, and made other changes to put the focus on dangerous dogs (irrespective of breed or mix) and responsible ownership.³²

What Does Work? Effective Ways to Reduce the Incidence of Aggression

Responsible dog ownership and public education must be a primary focus of any dog bite prevention policy. The AVMA Guidelines for Responsible Pet Ownership include licensing, training, socializing, spaying/neutering, and providing appropriate homes and veterinary care for pets.³³ In Chicago, a Task Force on Companion Animals and Public Safety was devised to guide public officials regarding responsible ownership, animal control, and reducing dog attacks on people.³⁴ The Task Force concluded that "responsible ownership is the key to reducing canine aggression." After implementing an education program, the state of Nevada was able to reduce the incidence of dog bites by approximately 15%.³⁵

The city of Calgary (Alberta, Canada) has a "Responsible Pet Ownership Bylaw" requirement for pet licensing, and stiff fines are levied for bylaw infractions.³⁶ As a result, approximately 90% of dogs were licensed as of 2010, far outnumbering most cities in North America.^{28,35,37} Revenue from licensing and fines funds the Animal Services Department and its extensive dog safety public awareness and education



programs.³⁸ Between 1985 and 2012 the city of Calgary experienced over 50% reduction in the dog aggression reporting rate.³⁹ The "Calgary Model" is being adopted in other communities as a solution that can actually make a difference—individual dogs may be designated as dangerous based upon proven behavior, instead of profiling specific breeds or mixes.

Reaching young people in Calgary (and elsewhere) has proven to decrease dog bites; just an hour of dog safety training in second and third grades can reduce these attacks by 80%.³⁵

Dog bites are a community concern and thus, to some extent, a community responsibility. In many instances, community members are aware that an individual dog is potentially dangerous, but officials have not responded to complaints, or residents are too intimidated by problem dogs and their owners to complain. When a certain breed becomes popular, the increased demand leads to inappropriate breeding practices, which can manifest in health and behavior problems. Thus, all who are involved in owning, breeding, raising, training, and treating (both medical and behavioral problems) dogs should support responsible ownership and public education, leading to a safer environment for both people and dogs.

The American Veterinary Society of Animal Behavior invites you to share this position statement on breed-specific legislation to discount common fallacies of "easy fixes" that are often based on myths, and instead promote awareness that will reduce the prevalence of aggression toward people and promote better care, understanding, and welfare of our canine companions.

Aggression is a context-dependent behavior and is associated with many different motivations. Most dogs that show aggression do so to eliminate a perceived threat, either to their safety or to the possession of a resource. In other words, most aggression is fear-based.

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INFORMATION REGARDING PROPOSALS TO BAN SPECIFIC DOG BREEDS

Banning specific breeds to control dog bite injuries ignores the scope and nature of the problem and is unlikely to protect a community's citizens. Breed bans assume all dogs of a specific breed are likely to bite, instead of acknowledging that most dogs are not a problem. These laws rarely assign appropriate responsibilities to owners.

Statistics on injuries caused by dogs are often used to demonstrate the “dangerousness” of particular breeds. Such arguments are seriously flawed. It is not possible to calculate a bite rate for a breed or to compare rates between breeds because: 1) the breed of a biting dog is often not known or is inaccurately reported; 2) the actual number of bites that occur in a community is not known, especially if they did not result in serious injury; 3) the number of dogs of a particular breed or combination of breeds in a community is not known because it is rare for all dogs in a community to be licensed; 4) statistics often do not consider multiple incidents caused by a single animal; and 5) breed popularity changes over time, making comparison of breed-specific bite rates unreliable. Breed data likely vary between communities, states, or regions, and can even vary between neighborhoods within communities.

Breed-specific ordinances have also raised constitutional questions concerning dog owners' fourteenth amendment rights. Because all types of dogs may inflict injury, ordinances addressing particular breeds of dogs are argued to be under inclusive and to violate equal protection. Because identification of a dog's breed with certainty is prohibitively difficult, such ordinances may also be considered vague and to violate due process.

A dog's tendency to bite depends on at least six interacting factors: heredity, early experience, socialization and training, physical and behavioral health, victim behavior, and environment. Breed-specific approaches ignore five of the six and are not likely to result in effective injury control. Banning specific breeds may give owners of other breeds a false sense of security and decrease their desire to seek appropriate socialization and training for their pets.

The American Veterinary Medical Association (AVMA) recommends the following strategies to prevent dog bite injuries: 1) enforcement of generic, non-breed-specific dangerous dog laws, with an emphasis on chronically irresponsible owners; 2) enforcement of animal control ordinances such as leash laws; 3) prohibition of dog fighting; 4) encouraging neutering; and 5) school-based and adult education programs that teach pet selection strategies, pet care and responsibility, and bite prevention.



Best
Friends
Animal
Society

SAVE THEM ALL®

December 31, 2015

The Honorable Gerald Turry, Village President
The Honorable Members of the Lincolnwood Board of Trustees
Beryl Herman, Village Clerk
Steven Elrod, Village Attorney
6900 North Lincoln Avenue
Lincolnwood, IL 60712

Dear President Turry, Ms. Herman, Mr. Elrod, and member of the Board of Trustees::

It has come to my attention that the city is considering a change to its dangerous and vicious animal ordinance, and that there has been some discussion of adding a further breed-discriminatory, or breed specific, provision. I would urge you to reject this type of failed policy approach and to revisit the current breed-discriminatory ordinance, as both are likely violative of Illinois state law.

Illinois law is clear that no municipality may pass or enforce any animal ordinance or regulation that is “specific to breed.” (See the Illinois Animal Control Act, 510 ILCS 5/24). Your current ordinance, which specifically designates all “pit bull terriers” as “per se vicious” is in clear violation of this prohibition. Your ongoing attempts to further discriminate against a specific classification of dogs is also illegal under the law. Together, the Village is exposing itself to needless litigation.

That said, we would be open to working with the Village to amend the current ordinance to bring you into compliance with state law. Best Friends partners with municipalities from across Illinois and the country to help them draft or amend their animal laws. At the end of the day we all want the same thing; a safe and humane community for people and pets alike.

Beyond your legal obligation, there are plenty of reasons to reject breed-discriminatory laws like the one you have now. We know from years of experience that these types of laws not only fail to enhance public safety, but they also infringe on our fundamental property rights, and they cost the village a huge amount of taxpayer money. The simple truth is that breed discrimination is not the appropriate path to solving the underlying problem of dangerous and aggressive dogs. Instead, you should focus on the individual trouble dogs (of any breed) and their reckless and irresponsible owners.

Breed-based discriminatory laws are fundamentally flawed for 3 main reasons.

- **Breed-based discrimination infringes upon our individual property rights.** Responsible pet owners in Lincolnwood should be allowed to own any dog they choose without the government putting arbitrary restrictions on them.
- **Breed-based discriminatory laws are completely ineffective.** Laws should focus on the behavior of individual dogs and reckless owners. Punish the deed, not the breed.

Best Friends Animal Society
5001 Angel Canyon Road
Kanab, UT 84741
bestfriends.org

Best Friends Animal Society – Los Angeles
15321 Brand Blvd.
Mission Hills, CA 91345
bestfriends.org/la

Best Friends Animal Society –
New York City
contactnyc@bestfriends.org

Best Friends Animal Society – Utah
2005 South 1100 East
Salt Lake City, UT 84106
bestfriends.org/utah



**Best
Friends
Animal
Society**

SAVE THEM ALL®

- **Breed-based discrimination is hugely expensive in Lincolnwood.** The wasted tax dollars needed to enforce the ordinance would be much better spent invested in useful city services such as schools, roads, and public safety (not to mention more animal control services).

At the same time, reckless owners should be held responsible if their pets are dangerous. We support efforts to bolster and enforce laws that will get at the root problem in these circumstances: individual dangerous animals and reckless pet owners.

In addition to the many Lincolnwood residents who oppose breed discrimination, these types of laws have also been publicly rejected by organizations as wide-ranging as the American Bar Association, the Centers for Disease Control and Prevention (CDC), the National Animal Care and Control Association, the American Veterinary Medical Association, the American Kennel Club, and countless others. They all recognize that scapegoating a particular breed of dog is a wrong-headed policy solution.

Let us help you avoid needless litigation. We can work collaboratively to make Lincolnwood a safer community that also complies with the law, and we offer our services at no cost to the village or its taxpayers. Please do not hesitate to contact me if you have any questions.

Sincerely,

Lee Greenwood, Esq.

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5001 Angel Canyon Road
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Mission Hills, CA 91345
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Best Friends Animal Society –
New York City
contactnyc@bestfriends.org

Best Friends Animal Society – Utah
2005 South 1100 East
Salt Lake City, UT 84106
bestfriends.org/utah



MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Ashley Engelmann, Public Works Director

DATE: January 11, 2016

SUBJECT: Lincoln Avenue Medians

Background: In 2005, the Lincoln Avenue task force developed a comprehensive plan to guide redevelopment and revitalization within the Lincoln Avenue Corridor. The Task Force report was ultimately adopted by the Village Board and incorporated into the Village's Comprehensive Plan. Two key recommendations of the report were:

1) to modify Village land use codes so as to encourage new uses and to embody new urbanism

2) to create a unified corridor streetscape plan for the public right-of-way that would encourage pedestrian use, a sense of place, as well as improve public safety in the corridor

Upon completion of the report, Village land use codes were updated and the task force began working on the Lincoln Avenue Streetscape Master Plan. In July of 2009 the Village Board approved the Lincoln Avenue Streetscape Master Plan. The plan included the following components:

- Roadway and parkway streetscape improvements
 - New street lighting
 - Site furnishings
 - Landscaped medians
 - Striping of bike lanes and on-street parking

- Crosswalk enhancements
- Bump-outs
- Geometry changes to various intersections
- Entryway monuments
- Village Hall and Promenade improvements

Status of Plan: Since approval of the plan certain elements have been implemented. Those include:

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

The Village has also applied for ITEP grants twice to move forward with additional elements of the plan, however grant funding has not been secured.

Proposal to Implement Landscaped Medians: In 2014, the Village entered into a contract with Christopher B. Burke Engineering, Ltd. (CBBEL) to act as the Village Engineer. In 2015, staff worked with CBBEL and their in-house landscape architect to develop a design proposal and cost estimate to implement updated and new landscaped medians along Lincoln Avenue.

The plan includes the installation of raised beds to include perennial landscaping, irrigation and brick edging. All medians on Lincoln Avenue from Jarvis Avenue south to Devon Avenue are included within the proposal. Medians that currently do not have plantings would become landscaped. The proposal does not include any modifications within the parkway.

Cost Estimate: Table 1 provides a summary of the cost estimate broken down by phase of the project. Table 2 provides a breakdown of the funding sources for construction. Engineering would be paid for out of the General Fund. Staff is proposing that the General Fund costs be taken out of the Village’s General Fund reserve balance. The Village’s Financial Policy states that excess reserve funds can be designated for capital expenditures.

Table 1. Cost Estimate	
Item	Amount
Engineering Design	\$35,000
Construction	\$850,000
Construction Oversight	\$35,000
TOTAL	\$920,000

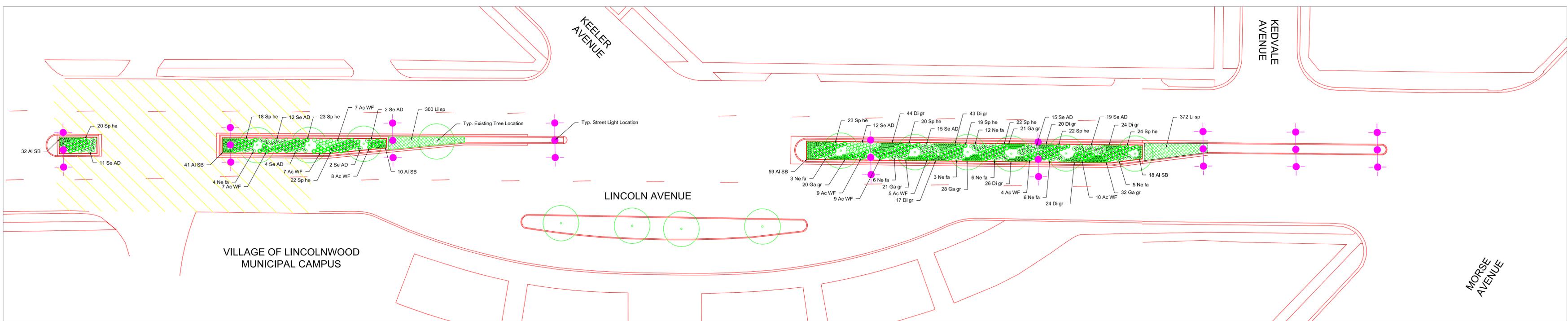
Table 2. Construction Cost Breakdown by Funding Source	
Fund	Amount
General	\$480,000
Lincoln/Devon TIF	\$194,225
Lincoln/Touhy TIF	\$175,775
TOTAL	\$820,000

Anticipated Schedule: If the plan is approved by the Village Board, staff would budget accordingly in the Fiscal Year 2016/2017 budget. Construction is anticipated to occur in the Fall of 2016.

Requested Village Board Direction: Staff is seeking direction regarding moving forward with the Lincoln Avenue median streetscape proposal.

Attachments:

1. Proposed landscape plan



1st PHASE MEDIAN LANDSCAPE PLAN

SCALE 1" = 20'-0"



Allium 'Summer Beauty'
Summer Beauty Onion

Height: 12-18 in
Width: 18-24 in
Soil Conditions: Dry
Flower Color: Purple
Bloom Time: July, August
Attributes: Salt Tolerant



Autumn Delight™ Sedum 'Beka'

Height: 18-24 in
Width: 18-24 in
Soil Conditions: Dry
Flower Color: Pink
Bloom Time: August, Sept.
Attributes: Salt Tolerant



Sporobolus heterolepis 'Tara'

Dwarf Prairie Dropseed
Height: 24-36 in
Width: 8-12 in
Soil Conditions: Dry
Flower Color: Gold
Bloom Time: Aug., Sept., Oct.
Attributes: Salt Tolerant



Gaillardia x grandiflora 'Kobold'
Goblin Blanket Flower

Height: 8-12 in
Width: 8-12 in
Soil Conditions: Dry
Flower Color: Red
Bloom Time: June, July, August, September, October

PLANT LIST					
SYM.	BOTANICAL NAME	COMMON NAME	Qty.	Size	Cond.
Perennials / Grasses					
Ac WF	Achillea 'Walther Funcke'	Walther Funcke Yarrow	66	#1	Cont.
AI SB	Allium 'Summer Beauty'	Summer Beauty Ornamental Onion	160	#1	Cont.
Di gr	Dianthus gratianopolitanus 'Firewitch'	Firewitch Cheddar Pinks	198	#1	Cont.
Ga gr	Gaillardia x grandiflora 'Kobold'	Goblin Blanket Flower	122	#1	Cont.
Li sp	Liriope spicata	Creeping Lilyturf	672	10 flat	Cont.
Ne fa	Nepeta x faassenii 'Junior Walker'	Junior Walker Catmint	45	#1	Cont.
Se AD	Sedum 'Autumn Delight'	Autumn Delight Sedum	92	#1	Cont.
Sp he	Sporobolus heterolepis 'Tara'	Dwarf Prairie Dropseed	213	#1	Cont.



Achillea 'Walther Funcke'
Walther Funcke Yarrow

Height: 18-24 in
Width: 18-24 in
Soil Conditions: Dry
Flower Color: Orange
Bloom Time: May, June, July
Attributes: Salt Tolerant



Dianthus gratianopolitanus 'Firewitch'
Firewitch Cheddar Pinks

Height: 8-12 in
Width: 3-6 in
Soil Conditions: Dry
Flower Color: Pink
Bloom Time: May, June, July, August



Nepeta x faassenii
Junior Walker™ Catmint

Height: 12-18 in
Width: 24-36 in
Soil Conditions: Dry
Flower Color: Purple
Bloom Time: May, June, July, Aug., Sept.



Liriope spicata
Creeping Lilyturf

Height: 8-12 in
Width: 8-12 in
Soil Conditions: Moist/Well Drained
Flower Color: Purple
Bloom Time: August

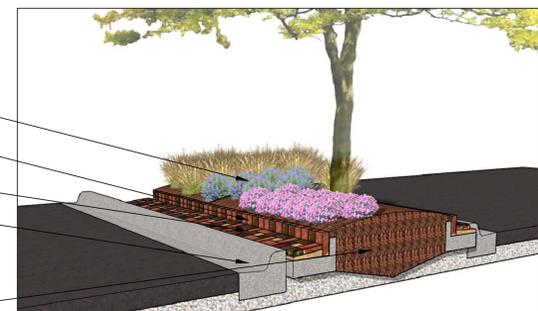
New Grasses and Perennials

Prop. Brick Edging

Prop. Brick Pavement

Ex. Curb

New Soil Mix



TYP. RAISED MEDIAN DETAIL



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., JANUARY 19, 2016**

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 - 1. Special Meeting Village Board Minutes – January 5, 2016
- V. Warrant Approval**
- VI. Village President’s Report**
 - 1. Appointment of President Pro Tem
 - 2. Swearing in of Police Officer Colleen Zitkus
 - 3. Swearing in of Police Sergeant Laura Namovicz
- VII. Consent Agenda** (If any one wishes to speak to any matter on the Consent Agenda, a Speaker’s Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)
 - 1. Approval of an Ordinance Granting a Franchise to Northern Illinois Gas Company (d/b/a Nicor Gas Company) its Successors and Assigns, to Construct, Operate, and Maintain a Natural Gas Distributing System in and Through the Village of Lincolnwood (Appears on the Consent Agenda Because it is a Routine Function of Government)
 - 2. Approval of a Recommendation by the Plan Commission Concerning Case #PC-13-15 Regarding Regulations Pertaining to Commercial Off-Street Parking in Front and Corner Side Yards (Appears on the Consent Agenda Because it was Approved Unanimously by a Recommending Body)
 - 3. Approval of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-05-15 to Approve Variations for Corner Side Yard Setback, Finished First Floor Height, Residential Deck, and Residential Patio at the Property Located at 3455 West Albion Avenue (Appears on the Consent Agenda Because it was Approved Unanimously by a Recommending Body)

4. Approval of a Local Agency Agreement as Required by the Illinois Department of Transportation for Participation in the Congestion Mitigation Air Quality Grant Program for Land Acquisition of the Union Pacific Railroad Property (Appears on the Consent Agenda Because it is a Routine Function of Government)
5. Approval of a Resolution Approving a Supplemental Statement of Work Under an Agreement with Municipal GIS Partners, Inc. for GIS Support Services (Appears on the Consent Agenda Because it is a Routine Function of Government)
6. Approval of a Resolution to Extend the Professional Janitorial Services Contract with Best Quality Cleaning, Inc. for \$38,760 for One Year (Appears on the Consent Agenda Because it is a Routine Function of Government)

VIII. Regular Business

7. Consideration of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-04-15 to Approve a Rear Yard Setback Variation for a Deck at the Property Located at 5080 West North Shore Avenue
8. Consideration of a Resolution Approving an Amendment to the Stormwater Pilot Program Improvements

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 Sale

XV. Adjournment

DATE POSTED: January 15, 2016

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
SPECIAL MEETING
VILLAGE HALL COUNCIL CHAMBERS
JANUARY 5, 2016**

[Draft](#)

Call to Order

President Turry called the Special Meeting of the Lincolnwood Board of Trustees to order at 7:00P.M., Tuesday, January 5, 2016, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

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

PRESENT: President Turry, Trustees Bass, Cope, Klatzco

ABSENT: Trustees Patel, Elster, Spino

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Director; Amanda Pazdan, Management Analyst; Donald Gelfund, Chair, Traffic Commission; Ad Hoc Sewer Committee Members Chris Martel, Mark Collins, Paul Eisterhold, Barbara Copeland, Paul Grant, Zvi Lieberman; Ashley Engelmann, Public Works Director; Andrew Letson, Assistant Public Works Director

Approval of Minutes

The minutes of the December 15, 2015 Village Board Meeting were distributed and examined in advance. Trustee Bass moved to approve the minutes. The motion was seconded by Trustee Cope. The motion passed by voice vote.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$892,940.10. The motion was seconded by Trustee Cope.

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

AYES: Trustees Bass, Cope, Klatzco, President Turry

NAYS: None

The motion passed. The warrants were approved.

Mr. Wiberg requested that a date be decided upon for the Budget Workshop. The first choice of a meeting date would be February 4. Since there was some concern over that date, Mr. Wiberg will contact all Board members to obtain a date agreeable to all.

Regular Business

1. Discussion Concerning Improvement to the Stormwater "Pilot Area"

This is a workshop joint meeting of the Ad Hoc Sewer Committee and the Village Board.

The purpose of this meeting was to discuss the Village Engineer's recommendation to modify the proposed pilot area for street stormwater storage.

Mr. Wiberg exhibited renderings of the areas in question.

Extensive discussion and questions ensued. Mr. Wiberg, Mrs. Engelmann, Engineers Thomas Burke and Jeff Julkowski provided responses and clarification.

President Turry polled the Ad Hoc Sewer Committee. All were in favor of the recommendations.

Trustee Klatzco moved to approve the recommendations; Trustee Cope seconded, but requested that discussion continue to see if area can be extended, he opined that more investigation is needed.

President Turry stated that this item needs to go before the full board. The absent Trustees must meet for information before the item goes to a vote.

Public Forum

None

Adjournment

At 8:55 P.M., Trustee Klatzco moved to adjourn the Meeting. The motion was seconded by Trustee Cope.

The motion passed by voice vote.

The Meeting was adjourned.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: January 15, 2016

The following are the totals for the List of Bills being presented at the January 19th Village Board meeting.

01/19/2016	172,117.30
01/19/2016	565,366.25
01/19/2016	35,172.90
Total	<hr/> \$ 772,656.45

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 01/12/2016 - 12:35PM
Batch: 00200.01.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
4Imprint					
4IMPRINT					
11528373	1/6/2016	328.85	0.00	01/19/2016	
101-200-511-5570					Professional associations
					Personnel policy manual binders
	11528373 Total:	328.85			
	4Imprint Total:	328.85			
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10357212-00	12/11/2012	-202.44	0.00	01/19/2016	
101-420-511-5405					R&M - buildings
					Credit
	10357212-00 Total:	-202.44			
10358425-00	12/19/2012	-77.74	0.00	01/19/2016	
101-420-511-5405					R&M - buildings
					Credit
	10358425-00 Total:	-77.74			
10473108-00	12/23/2015	3,375.00	0.00	01/19/2016	
101-420-511-5405					R&M - buildings
					LED lights for PD and VH
	10473108-00 Total:	3,375.00			
40026563-00	12/30/2015	920.00	0.00	01/19/2016	
101-440-513-5290					Street lights & traffic signal
					Lightbulbs for Street lighting
	40026563-00 Total:	920.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
unapplied cash	12/11/2012	-110.47	0.00	01/19/2016
101-420-511-5405 R&M - buildings				Credit
		<hr/>		
unapplied cash Total:		-110.47		
		<hr/>		
Active Electrical Supply C		3,904.35		
Advance Electrical Supply				
ADVANELE				
S2037653.001	12/23/2015	3,965.34	0.00	01/19/2016
217-000-561-5290 Maintenance of TIF Improvem				Contactors TIF Street lights
		<hr/>		
S2037653.001 Total:		3,965.34		
		<hr/>		
Advance Electrical Supply		3,965.34		
Anderson Pest Solutions				
ANDERP				
3630592	12/1/2015	265.00	0.00	01/19/2016
101-400-511-5210 Animal control				Pest Control for Village - Dec
		<hr/>		
3630592 Total:		265.00		
3666034	1/1/2016	265.00	0.00	01/19/2016
101-400-511-5210 Animal control				Pest Control for Village - Jan
		<hr/>		
3666034 Total:		265.00		
		<hr/>		
Anderson Pest Solutions To		530.00		
Canon Solutions America, Inc				
CANONSOL				
988594102	12/31/2015	310.87	0.00	01/19/2016
101-210-511-5440 R&M - office equipment				Maintenance for plotter - December
		<hr/>		
988594102 Total:		310.87		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Canon Solutions America,		310.87			
Cassidy Tire CASSIDYT 5180342	12/29/2015	370.50	0.00	01/19/2016	Tires for Truck 16
660-620-519-5480 R&M - vehicles					
5180342 Total:		370.50			
Cassidy Tire Total:		370.50			
City of Chicago Dept of Water CTYOFCHI 430883-430883	1/8/2016	77,574.40	0.00	01/19/2016	Water - 11/10/15-12/10/15
660-620-519-5790 Water purchases					
430883-430883 Total:		77,574.40			
430884-430884	1/8/2016	68,704.68	0.00	01/19/2016	Water - 11/10/15-12/10/15
660-620-519-5790 Water purchases					
430884-430884 Total:		68,704.68			
City of Chicago Dept of W		146,279.08			
Creative CREAT 211740	12/21/2015	32.14	0.00	01/19/2016	Uniforms
660-620-519-5070 Uniform allowance					
211740	12/21/2015	12.14	0.00	01/19/2016	Uniforms
205-430-515-5070 Uniform allowance					
211740	12/21/2015	47.79	0.00	01/19/2016	Uniforms
101-410-511-5070 Uniform allowance					
211740 Total:		92.07			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Creative Total:		92.07			
JCK Contractors					
JCKCONT					
17494	12/12/2015	1,080.00	0.00	01/19/2016	Loads of top soil
101-440-513-5599 Other Contractual					
17494 Total:		1,080.00			
JCK Contractors Total:		1,080.00			
Lowe's Business Acc/GECE					
LOWES					
10121	1/6/2016	18.61	0.00	01/19/2016	Trailer rings, quick links
101-350-512-5799 Other materials & supplies					
10121 Total:		18.61			
1486	12/22/2015	-27.48	0.00	01/19/2016	Return
205-571-515-5535 Facility rental					
1486 Total:		-27.48			
1487	12/22/2015	29.79	0.00	01/19/2016	Primer for replacement doors
205-571-515-5535 Facility rental					
1487 Total:		29.79			
16312	1/4/2016	-28.17	0.00	01/19/2016	Return
101-420-511-5405 R&M - buildings					
16312 Total:		-28.17			
2038	12/18/2015	-46.80	0.00	01/19/2016	Return
205-430-515-5730 Program supplies					
2038 Total:		-46.80			
2039	12/18/2015	-1.34	0.00	01/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
205-430-515-5730					Program supplies
					Return
					2039 Total:
		-1.34			
2041	12/18/2015	84.31	0.00	01/19/2016	
101-420-511-5405					R&M - buildings
					Electric products, conduit for Village
					2041 Total:
		84.31			
2059	1/5/2016	26.09	0.00	01/19/2016	
101-420-511-5405					R&M - buildings
					Anchor for PD
					2059 Total:
		26.09			
2062	12/28/2015	-9.40	0.00	01/19/2016	
101-420-511-5405					R&M - buildings
					Return
					2062 Total:
		-9.40			
2131	1/6/2016	325.28	0.00	01/19/2016	
660-620-519-5320					Consulting
					Drywall, trigger tool for PW server room
					2131 Total:
		325.28			
2158	1/6/2016	42.51	0.00	01/19/2016	
660-620-519-5320					Consulting
					Square tool, threaded rod for PW server room
					2158 Total:
		42.51			
2202	12/21/2015	71.74	0.00	01/19/2016	
205-571-515-5535					Facility rental
					Material for replacement doors
					2202 Total:
		71.74			
2233	12/21/2015	45.48	0.00	01/19/2016	
205-571-515-5535					Facility rental
					Materials for replacement
					2233 Total:
		45.48			
2234	12/21/2015	66.47	0.00	01/19/2016	
101-420-511-5405					R&M - buildings
					Base board for PW office

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2234 Total:	66.47			
2289	12/22/2015	14.76	0.00	01/19/2016	Primer for replacement doors
205-571-515-5535	Facility rental				
	2289 Total:	14.76			
2366	12/23/2015	1.88	0.00	01/19/2016	Machine screws for PD
101-420-511-5405	R&M - buildings				
	2366 Total:	1.88			
2598	12/28/2015	104.18	0.00	01/19/2016	Flooring adhesive, taping knife for PW
101-420-511-5405	R&M - buildings				
	2598 Total:	104.18			
2604	12/28/2015	18.22	0.00	01/19/2016	Knee pads, light switch for PW
101-420-511-5405	R&M - buildings				
	2604 Total:	18.22			
2987	12/18/2015	60.28	0.00	01/19/2016	Duct tape, galvanized spike for Ice rink
205-430-515-5730	Program supplies				
	2987 Total:	60.28			
2988	1/4/2016	34.16	0.00	01/19/2016	Drill bit, extractor for Street lights
101-440-513-5290	Street lights & traffic signal				
	2988 Total:	34.16			
2991	1/4/2016	67.41	0.00	01/19/2016	Weldable steel, rug tape for VH
101-420-511-5405	R&M - buildings				
	2991 Total:	67.41			
2993	1/4/2016	34.12	0.00	01/19/2016	Carpet tape, duct tape for VH
101-420-511-5405	R&M - buildings				
	2993 Total:	34.12			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Lowe's Business Acc/GEC	932.10		
M.A.T.I.S Parts				
MATIS				
1852	12/5/2015	109.70	0.00	01/19/2016
	101-350-512-5675 Lubricants & fluids			Nylon ties, degreaser, ignition switch
1852	12/5/2015	140.50	0.00	01/19/2016
	101-350-512-5740 Repair parts			Nylon ties, degreaser, ignition switch
1852	12/5/2015	67.90	0.00	01/19/2016
	101-350-512-5799 Other materials & supplies			Nylon ties, degreaser, ignition switch
	1852 Total:	318.10		
	M.A.T.I.S Parts Total:	318.10		
Madison National Life				
MADISON				
1194764	12/17/2015	151.29	0.00	01/19/2016
	101-200-511-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	92.39	0.00	01/19/2016
	101-210-511-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	86.04	0.00	01/19/2016
	101-240-517-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	623.33	0.00	01/19/2016
	101-300-512-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	12.16	0.00	01/19/2016
	101-350-512-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	66.58	0.00	01/19/2016
	101-400-511-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	40.96	0.00	01/19/2016
	101-410-511-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	95.74	0.00	01/19/2016
	101-440-513-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	57.79	0.00	01/19/2016
	205-430-515-5150 Insurance - group life & AD&D			Life Insurance - January
1194764	12/17/2015	85.48	0.00	01/19/2016
	205-500-515-5150 Insurance - group life & AD&D			Life Insurance - January

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
1194764	12/17/2015	94.44	0.00	01/19/2016	Life Insurance - January
660-620-519-5150 Insurance - group life & AD&D					
1194764 Total:		1,406.20			
Madison National Life Tot		1,406.20			
Marc Printing					
MARCP					
109916	12/28/2015	169.52	0.00	01/19/2016	Laser water bills/Blanks for past dues
660-610-519-5700 Office supplies					
109916 Total:		169.52			
109929	1/4/2016	737.21	0.00	01/19/2016	Laser water bills
660-610-519-5700 Office supplies					
109929 Total:		737.21			
Marc Printing Total:		906.73			
Meade Electric Company Inc					
MEADELEC					
671860	12/17/2015	809.61	0.00	01/19/2016	Street light repair at 3700 Morse
217-000-561-5290 Maintenance of TIF Improvem					
671860 Total:		809.61			
Meade Electric Company I		809.61			
Menards - Morton Grove					
MENARDS					
11394	12/17/2015	309.74	0.00	01/19/2016	Backsplash VH mail room
101-420-511-5405 R&M - buildings					
11394 Total:		309.74			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Menards - Morton Grove T	309.74		
Metropolitan Fire Chiefs Assoc.				
METROPOL				
2016 Dues	1/6/2016	40.00	0.00	01/19/2016
101-350-512-5540	Intergovernmental fees & dues			Membership - 2016
	2016 Dues Total:	40.00		
	Metropolitan Fire Chiefs A	40.00		
NAPA				
NAPA				
197422	12/31/2015	2.99	0.00	01/19/2016
101-300-512-5480	R&M - vehicles			Muffler clamp for Squad 3
	197422 Total:	2.99		
	NAPA Total:	2.99		
North Suburban				
NORTHSUB				
473-80222	12/23/2015	37.52	0.00	01/19/2016
101-440-513-5480	R&M - vehicles			Transmission oil for PW vehicles
473-80222	12/23/2015	37.52	0.00	01/19/2016
660-620-519-5480	R&M - vehicles			Transmission oil for PW vehicles
473-80222	12/23/2015	37.52	0.00	01/19/2016
205-430-515-5480	R&M - vehicles			Transmission oil for PW vehicles
	473-80222 Total:	112.56		
473-80588	12/30/2015	352.77	0.00	01/19/2016
101-300-512-5480	R&M - vehicles			Exhaust parts for Squad 31
	473-80588 Total:	352.77		
473-80589	12/30/2015	17.57	0.00	01/19/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5480 R&M - vehicles					Connector pipe for Squad 31
	473-80589 Total:	17.57			
	North Suburban Total:	482.90			
O'Leary's Contractor Equip					
OLEARYS					
159820	12/8/2015	68.16	0.00	01/19/2016	
660-620-519-5490 R&M - water system equipmen					O-rings, seal for pumps
	159820 Total:	68.16			
	O'Leary's Contractor Equip	68.16			
P.R. Streich & Son, Inc.					
PRSTREIC					
42042	12/21/2015	579.00	0.00	01/19/2016	
101-410-511-5460 R&M - public works equipmen					Aerial lift inspection and repairs
	42042 Total:	579.00			
	P.R. Streich & Son, Inc. To	579.00			
Rainbow Farm					
RAINBOWF					
33436	12/24/2015	5,850.00	0.00	01/19/2016	
217-000-561-6100 Land acquisition & improveme					Disposal of woodchips
	33436 Total:	5,850.00			
	Rainbow Farm Total:	5,850.00			
Russo Power Equipment					
RUSSO					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
2207148	11/6/2014	-227.08	0.00	01/19/2016
101-440-513-5460 R&M - Public Works Equipme				Credit
2207148 Total:		-227.08		
2230397	11/19/2014	-8.86	0.00	01/19/2016
101-440-513-5460 R&M - Public Works Equipme				Credit
2230397 Total:		-8.86		
22320395	11/19/2014	-17.72	0.00	01/19/2016
101-440-513-5460 R&M - Public Works Equipme				Credit
22320395 Total:		-17.72		
2583035	7/29/2015	-137.36	0.00	01/19/2016
101-440-513-5460 R&M - Public Works Equipme				Credit
2583035 Total:		-137.36		
2638995	9/1/2015	867.84	0.00	01/19/2016
101-440-513-5460 R&M - Public Works Equipme				Spark plugs, air filters for trimmers
2638995 Total:		867.84		
2638998	9/1/2015	944.56	0.00	01/19/2016
101-440-513-5460 R&M - Public Works Equipme				Files, blades for trimmers
2638998 Total:		944.56		
2653994	9/11/2015	540.00	0.00	01/19/2016
101-440-513-5460 R&M - Public Works Equipme				Chap/wrap for trimmers
2653994 Total:		540.00		
2660138	9/15/2015	144.00	0.00	01/19/2016
101-440-513-5730 Program supplies				Rakes for Forestry
2660138 Total:		144.00		
Russo Power Equipment T		2,105.38		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description

Suburban Laboratories, Inc.					
SUBURB					
130559	1/5/2016	52.50	0.00	01/19/2016	
660-620-519-5320	Consulting				Coliform testing and disinfectant by products
	130559 Total:	52.50			
	Suburban Laboratories, Inc	52.50			

United States Postal Service					
USPOSTAL					
PB010816	1/8/2016	12.68	0.00	01/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB010816	1/8/2016	54.61	0.00	01/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB010816	1/8/2016	257.56	0.00	01/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB010816	1/8/2016	77.95	0.00	01/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB010816	1/8/2016	81.32	0.00	01/19/2016	
205-500-515-5720	Postage				Pitney Bowes postage
PB010816	1/8/2016	3.13	0.00	01/19/2016	
205-500-515-5720	Postage				Pitney Bowes postage
PB010816	1/8/2016	86.54	0.00	01/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB010816	1/8/2016	64.78	0.00	01/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB010816	1/8/2016	102.55	0.00	01/19/2016	
660-610-519-5720	Postage				Pitney Bowes postage
	PB010816 Total:	741.12			
	United States Postal Servic	741.12			

Westmont Auto Parts
WESTMONT

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
051415	5/14/2015	-252.06	0.00	01/19/2016
101-300-512-5480 R&M - vehicles				Credit
	051415 Total:	-252.06		
10872	12/24/2015	422.74	0.00	01/19/2016
660-620-519-5480 R&M - vehicles				Brakes for Truck 16
	10872 Total:	422.74		
10932	1/4/2016	337.40	0.00	01/19/2016
101-300-512-5480 R&M - vehicles				Alternator for Squad 215
	10932 Total:	337.40		
59870	5/15/2015	-377.29	0.00	01/19/2016
660-620-519-5480 R&M - vehicles				Credit
	59870 Total:	-377.29		
	Westmont Auto Parts Total	130.79		
Work' N Gear, LLC				
WRKNGEAR				
HA54928	12/21/2015	453.93	0.00	01/19/2016
101-440-513-5070 Uniform allowance				Clothing allowance
	HA54928 Total:	453.93		
HA55056	12/28/2015	33.50	0.00	01/19/2016
101-440-513-5070 Uniform allowance				Clothing allowance
HA55056	12/28/2015	33.49	0.00	01/19/2016
660-620-519-5070 Uniform allowance				Clothing allowance
	HA55056 Total:	66.99		
	Work' N Gear, LLC Total:	520.92		

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
American Charge Service				
AMERCHAR				
97741	12/23/2015	54.00	0.00	01/19/2016
205-570-515-5280 Subsidized taxi program				Taxi coupons - December
97741 Total:		54.00		
American Charge Service T		54.00		
Avalon Petroleum				
AVALON				
166526	12/16/2015	345.01	0.00	01/19/2016
101-350-512-5670 Fuel				Fuel usage
166526	12/16/2015	769.50	0.00	01/19/2016
101-440-513-5670 Fuel				Fuel usage
166526	12/16/2015	217.81	0.00	01/19/2016
205-430-515-5670 Fuel				Fuel usage
166526	12/16/2015	43.68	0.00	01/19/2016
660-620-519-5670 Fuel				Fuel usage
166526 Total:		1,376.00		
554415	12/16/2015	1,180.52	0.00	01/19/2016
101-300-512-5670 Fuel				Fuel usage
554415	12/16/2015	39.14	0.00	01/19/2016
101-350-512-5670 Fuel				Fuel usage
554415	12/16/2015	17.41	0.00	01/19/2016
101-400-511-5670 Fuel				Fuel usage
554415	12/16/2015	41.29	0.00	01/19/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-420-511-5670 Fuel 554415	12/16/2015	127.88	0.00	01/19/2016	Fuel usage
101-440-513-5670 Fuel 554415	12/16/2015	237.58	0.00	01/19/2016	Fuel usage
205-430-515-5670 Fuel 554415	12/16/2015	246.19	0.00	01/19/2016	Fuel usage
660-620-519-5670 Fuel					Fuel usage
554415 Total:		1,890.01			
Avalon Petroleum Total:		3,266.01			
Bell Fuels, Inc. BELLFUEL 235539	12/29/2015	455.28	0.00	01/19/2016	Fuel for generator
101-350-512-5670 Fuel					
235539 Total:		455.28			
Bell Fuels, Inc. Total:		455.28			
Bound Tree Medical, LLC BOUND 82002379	12/18/2015	267.20	0.00	01/19/2016	Gloves
101-350-512-5660 EMS supplies					
82002379 Total:		267.20			
Bound Tree Medical, LLC		267.20			
Brozville Graphics BROZVILL B0071	12/22/2015	150.00	0.00	01/19/2016	Business cards
101-350-512-5560 Printing & copying services					
B0071 Total:		150.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Brozville Graphics Total:	150.00			
Eagle Engraving EAGLE					
2015-3264	12/26/2015	11.25	0.00	01/19/2016	
101-350-512-5665	Firefighting supplies				Passport tags
	2015-3264 Total:	11.25			
	Eagle Engraving Total:	11.25			
Eterno Attorney at Law, David ETERNO					
11676	1/4/2016	637.50	0.00	01/19/2016	
101-230-511-5399	Other professional services				Adjudication hearing officer - December
	11676 Total:	637.50			
	Eterno Attorney at Law, D	637.50			
Fedex FEDEX					
804144716464	12/16/2015	54.82	0.00	01/19/2016	
101-210-511-5720	Postage				Shipping - Holland & Knight
	804144716464 Total:	54.82			
804144716762	12/17/2015	21.73	0.00	01/19/2016	
101-210-511-5720	Postage				Shipping - Holland & Knight
	804144716762 Total:	21.73			
804144716979	12/17/2015	58.31	0.00	01/19/2016	
101-210-511-5720	Postage				Shipping - Holland & Knight
	804144716979 Total:	58.31			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Fedex Total:	134.86		
Fire Engineering FIREENG 672365012	12/31/2015	21.00	0.00	01/19/2016
101-350-512-5620	Books & publications			Subscription
672365012 Total:		21.00		
Fire Engineering Total:		21.00		
Garvey, Diane GARVEY				
Fall I Session	12/22/2015	548.80	0.00	01/19/2016
205-503-515-5270	Purchased program services			Fall I Sunday Zumba
Fall I Session	12/22/2015	689.97	0.00	01/19/2016
205-503-515-5270	Purchased program services			Fall I RIPPED
Fall I Session	12/22/2015	128.10	0.00	01/19/2016
205-503-515-5270	Purchased program services			Fall I Drop In
Fall I Session Total:		1,366.87		
Fall II Session	12/22/2015	373.10	0.00	01/19/2016
205-503-515-5270	Purchased program services			Fall II Sunday Zumba
Fall II Session	12/22/2015	271.60	0.00	01/19/2016
205-503-515-5270	Purchased program services			Fall II RIPPED
Fall II Session	12/22/2015	66.50	0.00	01/19/2016
205-503-515-5270	Purchased program services			Fall II Drop IN
Fall II Session Total:		711.20		
Garvey, Diane Total:		2,078.07		
Grainger GRAINGER 9527474135	8/26/2014	-148.23	0.00	01/19/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
217-000-561-5290	Maintenance of TIF Improvem				Credit on account
	9527474135 Total:	-148.23			
9921061892	12/17/2015	349.83	0.00	01/19/2016	
217-000-561-5290	Maintenance of TIF Improvem				Digital multi meter for Street lights
	9921061892 Total:	349.83			
9922928941	12/21/2015	45.00	0.00	01/19/2016	
101-420-511-5405	R&M - buildings				Eye wash preservatives, refill kit
	9922928941 Total:	45.00			
	Grainger Total:	246.60			
HMO Healthcare Service Corporation					
HMO					
121715	12/17/2015	11,208.31	0.00	01/19/2016	
102-000-210-2027	Health insurance premium with				Employee Health Insurance - Jan 16
	121715 Total:	11,208.31			
	HMO Healthcare Service C	11,208.31			
IL Municipal Retirement Fund					
ZZIMRF					
010416	1/4/2016	47,692.45	0.00	01/19/2016	
102-000-210-2023	Employee IMRF withholding				Dec IMRF wage payment
	010416 Total:	47,692.45			
	IL Municipal Retirement F	47,692.45			
Illinois City/County Management Association					
ILCMA					
302	12/21/2015	50.00	0.00	01/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-200-511-5510 Advertising					Job ad posting fee
302 Total:		50.00			
Illinois City/County Manag		50.00			
Malnati Organization MALNATI					
15	12/23/2015	37.40	0.00	01/19/2016	Pizza for Senior bingo
205-570-515-5645 Concessions & food					
15 Total:		37.40			
Malnati Organization Total		37.40			
North Suburban Employee Benefit NSEBENEF					
Jan-16	12/28/2015	11,208.00	0.00	01/19/2016	Dental Bill - January 2016
102-000-210-2028 Dental insurance premium with					
Jan-16 Total:		11,208.00			
North Suburban Employee		11,208.00			
O'Connor, Timothy OCONNOR					
1222915	12/29/2015	1,824.00	0.00	01/19/2016	Educational assistance for two courses
101-300-512-5065 Tuition reimbursement					
1222915 Total:		1,824.00			
O'Connor, Timothy Total:		1,824.00			
Paramedic Services of Illinois PARAMEDI					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
4666	1/1/2016	227,074.50	0.00	01/19/2016	Services rendered 1/31/2016
101-350-512-5220	Fire protection				
	4666 Total:	227,074.50			
	Paramedic Services of Illin	227,074.50			
Raypole, Travis					
RAYPOLE					
122915	12/29/2015	941.95	0.00	01/19/2016	Educational assistance for one course
101-300-512-5065	Tuition reimbursement				
	122915 Total:	941.95			
	Raypole, Travis Total:	941.95			
Sam's Club					
SAMSCL					
121515	12/17/2016	89.73	0.00	01/19/2016	Snacks for Club Kid
205-520-515-5645	Concessions & food				
	121515 Total:	89.73			
	Sam's Club Total:	89.73			
UST Fire Apparatus					
UST					
PRO-09092015	12/30/2015	257,905.00	0.00	01/19/2016	Fire Apparatus Engine /Spartan Gladiator MFD Chassis
101-350-561-6570	Equipment - public safety				
	PRO-09092015 Total:	257,905.00			
	UST Fire Apparatus Total:	257,905.00			

Welding Supply Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
WELDINGS				
894473	12/31/2015	6.57	0.00	01/19/2016
205-571-515-5730				Program supplies Helium tank rental for January
894473	12/31/2015	6.57	0.00	01/19/2016
101-350-512-5730				Program supplies Argon tank rental for January
	894473 Total:	<u>13.14</u>		
	Welding Supply Inc. Total:	<u>13.14</u>		
	Report Total:	<u><u>565,366.25</u></u>		

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Blackboard BLACKINC 1216557	12/15/2015	4,264.00	0.00	01/19/2016	
					215-000-512-5410 R&M - communications equipm Connect CTY Service - 6 mos membership
	1216557 Total:	4,264.00			
	Blackboard Total:	4,264.00			
Canon Solutions America, Inc CANONSOL 988603244	1/2/2016	246.97	0.00	01/19/2016	
					101-210-511-5440 R&M - office equipment Maintenance for copier - January
	988603244 Total:	246.97			
	Canon Solutions America,	246.97			
CDW Government CDWGOV BPP5885	12/30/2015	981.37	0.00	01/19/2016	
					101-300-512-5730 Program supplies Squad Car printer
	BPP5885 Total:	981.37			
	CDW Government Total:	981.37			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Jake the Striper					
JAKETHES					
15391	12/13/2015	3,900.00	0.00	01/19/2016	
101-300-561-6580	Equipment - vehicles				Squad car graphics
	15391 Total:	3,900.00			
15400	12/22/2015	575.00	0.00	01/19/2016	
101-300-561-6580	Equipment - vehicles				Removed police graphics
	15400 Total:	575.00			
	Jake the Striper Total:	4,475.00			
MABAS Divison III					
MABAS					
AD16085	1/2/2016	5,000.00	0.00	01/19/2016	
101-350-512-5540	Intergovernmental fees & dues				2016 Membership dues
	AD16085 Total:	5,000.00			
	MABAS Divison III Total:	5,000.00			
MGP, Inc.					
MGPINC					
2821	12/31/2015	891.20	0.00	01/19/2016	
101-250-511-5599	Other contractual				GISC Staffing - December
2821	12/31/2015	891.21	0.00	01/19/2016	
101-000-210-2650	Contractor Permits Payable				GISC Staffing - December
2821	12/31/2015	1,782.42	0.00	01/19/2016	
660-620-519-5599	Other contractual				GISC Staffing - December
	2821 Total:	3,564.83			
	MGP, Inc. Total:	3,564.83			

Mid-States Organzied Crime Information Center

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
MIDSTAT				
13142-23346	12/28/2015	200.00	0.00	01/19/2016
101-300-512-5399	Other professional services			2016 Annual membership
	13142-23346 Total:	200.00		
	Mid-States Organzied Crim	200.00		
Morrison Associates, LTD				
MORRIS				
2015:0092	1/3/2016	1,300.00	0.00	01/19/2016
101-200-511-5320	Consulting			Professional Development
	2015:0092 Total:	1,300.00		
	Morrison Associates, LTD	1,300.00		
Motorola				
MOTOROLA				
92008578	12/28/2015	678.90	0.00	01/19/2016
101-350-512-5410	R&M - communications equipm			Radio batteries
	92008578 Total:	678.90		
	Motorola Total:	678.90		
New World Systems				
NEWWORLD				
045218	9/24/2015	8,250.00	0.00	01/19/2016
101-250-511-6530	Equipment - data processing			Misc. Records Management System - 2nd installment
	045218 Total:	8,250.00		
	New World Systems Total:	8,250.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Northern IL Fire Inspectors Assoc.					
NIFIA					
010616	1/6/2016	50.00	0.00	01/19/2016	2016 Membership dues
101-350-512-5570 Professional associations					
010616 Total:		50.00			
Northern IL Fire Inspectors		50.00			
Northern Illinois Police Alarm System					
NTILPALS					
10569	12/20/2015	12.50	0.00	01/19/2016	Language line usage
101-300-512-5580 Telephone					
10569 Total:		12.50			
Northern Illinois Police Al		12.50			
Northwest Police Academy					
NWPDACAD					
NWPA121015	12/23/2015	75.00	0.00	01/19/2016	Training/Anatomy of Active shooter
101-300-512-5590 Training					
NWPA121015 Total:		75.00			
Northwest Police Academy		75.00			
Party Time					
PARTY					
40103	1/4/2016	270.00	0.00	01/19/2016	40 X 40 tent repair
205-504-515-5270 Purchased program services					
40103 Total:		270.00			
Party Time Total:		270.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Porter Lee Corporation					
PORTERLE					
16771	12/31/2015	500.00	0.00	01/19/2016	ID Scanner for property room
101-300-512-5730 Program supplies					
16771 Total:		500.00			
16834	1/7/2016	2,700.00	0.00	01/19/2016	BEAST software training
101-300-512-5590 Training					
16834 Total:		2,700.00			
Porter Lee Corporation Tot		3,200.00			
Positive Concepts/ATPI					
POSITIVC					
0180946-IN	12/16/2015	116.00	0.00	01/19/2016	Thermal paper for E-Ticket printers
101-300-512-5700 Office supplies					
0180946-IN	12/16/2015	22.00	0.00	01/19/2016	Freight
101-210-511-5720 Postage					
0180946-IN Total:		138.00			
Positive Concepts/ATPI To		138.00			
Raynor Door Co					
RAYNOR					
15-19671	12/25/2015	1,062.66	0.00	01/19/2016	Repair work for bay door
101-350-512-5405 R&M - buildings					
15-19671 Total:		1,062.66			
Raynor Door Co Total:		1,062.66			

Sam's Club
SAMSCCL

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
5594	1/4/2016	43.54	0.00	01/19/2016	
101-300-512-5730					Program supplies
					Cake for retired officer
		5594 Total:			43.54
		Sam's Club Total:			43.54
State Industrial Products					
STATE					
97605352	1/15/2016	133.58	0.00	01/19/2016	
101-300-512-5730					Program supplies
					Sanitizer for cells/dispatch
		97605352 Total:			133.58
		State Industrial Products To			133.58
Team Sales Ltd.					
TEAMSALE					
17733	9/27/2015	165.00	0.00	01/19/2016	
101-300-512-5070					Uniform allowance
					Basic recruit uniform for academy
		17733 Total:			165.00
		Team Sales Ltd. Total:			165.00
Trans Union Corp					
TRANSU					
12500602	12/25/2015	68.25	0.00	01/19/2016	
101-300-512-5399					Other professional services
					Background/credit checks & subscription fees
		12500602 Total:			68.25
		Trans Union Corp Total:			68.25

TransUnion Risk and Alternative

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
TRANSUN				
556811123115	1/1/2016	124.50	0.00	01/19/2016
101-300-512-5399	Other professional services			Online investigative database system
	556811123115 Total:	124.50		
	TransUnion Risk and Alter	124.50		
UL, LLC				
UL				
7202118157	12/15/2015	618.80	0.00	01/19/2016
101-350-512-5430	R&M - Fire & EMS equipmen			Ground ladder inspections
	7202118157 Total:	618.80		
	UL, LLC Total:	618.80		
VCG Uniform				
VCGUNIFO				
14986	12/31/2015	125.00	0.00	01/19/2016
101-300-512-5070	Uniform allowance			Uniform allowance
	14986 Total:	125.00		
14987	12/31/2015	125.00	0.00	01/19/2016
101-300-512-5070	Uniform allowance			Uniform allowance
	14987 Total:	125.00		
	VCG Uniform Total:	250.00		
	Report Total:	35,172.90		

Request For Board Action

REFERRED TO BOARD: January 19, 2016

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Ordinance Granting a Franchise to Northern Illinois Gas Company (d/b/a Nicor Gas Company) its Successors and Assigns, to Construct, Operate, and Maintain a Natural Gas Distributing System in and Through the Village of Lincolnwood

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On August 19, 1976 the Village adopted a franchise agreement by Ordinance with Northern Illinois Gas Company to construct, operate, and maintain a gas distribution system in the Village. Since then Northern Illinois Gas became Nicor Gas (Nicor), which is part of the AGL Resource family. Nicor provides natural gas to more than 2.2 million customers in 656 territories that encompasses most of the northern third of Illinois, excluding the City of Chicago, and is the largest distributor of natural gas in northern Illinois. Their corporate office is located in Naperville, Illinois.

Nicor is the only natural gas distributor in the Village. Like ComEd, Nicor utilizes the Village's Rights-of-Way (ROW) using a network of underground distribution pipes. As with ComEd the Village maintains a franchise agreement with Nicor that outlines certain requirements for the utility to use the Village's ROW. The establishment of franchise agreements (Franchise) between municipalities and utilities is a customary business practice and legal process outlined by the State of Illinois. The Village's current 1976 Franchise with Nicor provides the following:

- 50 year term
- Allows Nicor to operate in the Village
- Nicor must comply with all reasonable Public ROW regulations adopted by the Village
- Nicor must indemnify the Village
- Provides a bond amount of \$5,000
- Compensation to the Village for use of Public ROW
 - Provided for in separate letter; not referenced by Franchise

Natural Gas Consortium

Although the Village's existing Franchise with Nicor does not expire until 2026, other suburban Franchises with Nicor have expired. Several municipalities with expired Nicor Franchises attempted to renegotiate agreements with Nicor on an individual basis, but Nicor would not meet to renegotiate. Therefore, the Northern Illinois Municipal Natural Gas Franchise Consortium (Gas Consortium) was created. The Gas Consortium consists of 38 municipalities. Through a consortium approach these municipalities sought to obtain an increase in compensation for use of the Public ROW, improved ROW standards, updated contract language, a shorter term, capital improvement plans, information sharing, and other items of interest. They also sought to reduce negotiation

legal expenses by leveraging the economies of scale of the large membership. Given the potential for an improved Franchise with Nicor and the potential for reduced legal expenses in negotiating a new agreement, the Village joined the Gas Consortium on January 21, 2010. To date the Village has paid a total of \$5,338.35 in Gas Consortium membership fees which funded the legal expenses for the new Franchise.

Natural Gas Franchise Ordinance

For a total of eight years the Gas Consortium negotiated with Nicor for a new Franchise. The negotiating attorney for the Gas Consortium was Peter Friedman of Holland and Knight and a steering committee consisting of its members and the leaders of suburban councils of governments directed the negotiations. At first, Nicor had no interest in negotiating with the Gas Consortium. Then, with the assistance of Illinois State Senator Pamela Althoff, Nicor began negotiations in earnest. In mid-2015 the Gas Consortium came to a tentative agreement with Nicor and on December 14, 2015 the Gas Consortium approved the final, model Franchise with Nicor. In order for the new Franchise to take effect, the Village must adopt the Franchise by Ordinance.

The new Franchise is a significant improvement over the existing Franchise for the following reasons:

- A 25 year term
 - Existing Franchise is 50 years
- Estimated 20% increase in compensation for use of ROW
 - Based on population and the sum of the actual three year average of the per therm cost of gas plus the then-current general gas service cost
 - New annual estimate - \$23,991.35
 - Village currently receives \$17,941.80 annually
- The option to receive free gas or cash payments
 - Can be changed each year
- One-time renewal payment of \$17,992 to the Village
- Retains current requirement for Nicor to comply with all reasonable Public ROW regulations
- Requires notice of emergencies to the Village within 24 hours
- "Most Favored Nations" clause
 - If Nicor enters into an agreement with another franchisor that includes compensation terms that are more advantageous, the Village can choose to incorporate those provisions into its Ordinance
- Village access to annual information on Nicor's gross operating revenues within the Village
- Insurance requirement increased from \$5,000 to \$50 million
- Requirement for annual meeting with Nicor and the Village, at Village's option
- Village access to capital improvement plans and other information
- Retains requirement for Nicor to indemnify the Village

More detailed information can be found in the attached Executive Summary from Peter Friedman of Holland and Knight.

The proposed Ordinance requires that the Village adopt and execute the Franchise by March 1, 2016. Nicor must execute no later than March 31, 2016. The effective date of the new Franchise is January 1, 2016.

FINANCIAL IMPACT:

Revenue in the amount of \$23,991.35 will be received annually from Nicor. In Fiscal Year 2015-16 the Village will receive an additional one-time renewal payment of \$17,992.00. The Village paid a total of \$5,338.35 in Gas Consortium membership fees since 2010. No other membership fees are due.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Current Franchise Agreement
3. Letter from Northern Illinois Gas dated October 25, 1976
4. Executive Summary from Holland and Knight

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing and granting a franchise to Northern Illinois Gas Company (d/b/a Nicor Gas Company) its successors and assigns, to construct, operate, and maintain a Natural Gas Distributing System in and through the Village of Lincolnwood.

NATURAL GAS FRANCHISE ORDINANCE

AN ORDINANCE AUTHORIZING AND GRANTING A FRANCHISE
TO NORTHERN ILLINOIS GAS COMPANY
(d/b/a NICOR GAS COMPANY) ITS SUCCESSORS AND ASSIGNS,
TO CONSTRUCT, OPERATE AND MAINTAIN A NATURAL GAS DISTRIBUTING SYSTEM
IN AND THROUGH THE VILLAGE OF LINCOLNWOOD, ILLINOIS

WHEREAS, Northern Illinois Gas Company (d/b/a Nicor Gas Company), an Illinois corporation ("**NICOR GAS**") and the Municipality of Lincolnwood ("**Municipality**") entered into franchise agreement effective August 19, 1976 that generally authorized NICOR GAS to construct, operate, and maintain a gas distribution system within the Municipality, and NICOR GAS provided the Municipality a letter dated October 25, 1976 that specifies the compensation to be paid to the Municipality by NICOR GAS in connection with such franchise agreement (such franchise agreement and letter are referred to collectively herein as the "**Previous Agreement**"); and

WHEREAS, NICOR GAS, along with its successors and permitted assigns (collectively, "**Grantee**"), and the Municipality desire to have this Ordinance adopted and to have it represent a new agreement between the Grantee and the Municipality to supersede the Previous Agreement ("**Franchise**"); and

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality and its residents to adopt this Ordinance establishing a new Franchise with the Grantee;

WHEREAS, the Grantee has approved this Ordinance and authorized execution by its duly authorized representatives of the Consent Agreement provided pursuant to Section 15 of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE MUNICIPALITY OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. DEFINITIONS.

The following terms have the meaning ascribed to them in this Section:

Annual Meeting. The meeting provided under Subsection 13.A. of this Ordinance.

Assignee. The entity that accepts an assignment under this Ordinance from the Grantee with the authorization of the Municipality, as provided in Subsection 13.B of this Ordinance.

Corporate Authorities. The corporate authorities of the Municipality.

Effective Date. The effective date of this Ordinance, being January 1, 2016.

Emergency. An event involving the Gas System that (i) poses an imminent threat to the public health or safety within the Municipality or (ii) is likely to result in a prolonged and

unplanned interruption of gas service to a significant number of customers within the Municipality.

Gas. Natural gas or manufactured gas, or a mixture of gases, that is distributed to the Grantee's customers in the Municipality through the Gas System.

Gas System. The Grantee's system of pipes, tubes, mains, conductors, and other devices, apparatus, appliances, and equipment for the production, distribution, and sale of gas for fuel, heating, power, processing, and other purposes within and outside the corporate limits of the Municipality.

Gas System Work. Any construction, operation, maintenance, repair, removal or replacement of the Gas System conducted by the Grantee within the Public Right-of-Way or conducted by the Grantee immediately adjacent to the Public Right-of-Way if such activity physically disturbs the Public Right-of-Way.

ICC. The Illinois Commerce Commission.

Public Right-of-Way. The Municipality's streets, alleys, sidewalks, parkways, easements, and other property of the Municipality used as right-of-way.

Requirements of Law. Any and all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the Public Right-of-Way or the conduct of Gas System Work.

Term. The term of the Franchise under Section 3 of this Ordinance.

SECTION 2. GRANT OF FRANCHISE.

The Municipality grants the right, permission and authority to the Grantee to construct, operate, maintain, repair, remove, and replace its Gas System within the corporate limits of the Municipality, subject to the conditions and regulations of this Ordinance. The right, permission and authority granted by the Municipality to the Grantee by this Franchise may not be exclusive to the Grantee, provided that any other such rights or authority granted by the Municipality may not interfere with the right, permission and authority granted to the Grantee pursuant to this Ordinance.

SECTION 3. TERM.

The Franchise authorized and granted pursuant to this Ordinance shall be for a term of 25 years, commencing on the Effective Date, and expiring on January 1, 2041 ("**Term**").

SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.

The Grantee shall be authorized to use the Public Right-of-Way for the Gas System and Gas System Work subject to the provisions of this Ordinance, including without limitation the following provisions:

A. General Coordination, Location And Repair. Those portions of the Gas System in the Public Right-of-Way shall be installed and maintained under the general supervision of the Director of Public Works of the Municipality, or other duly authorized agent of

the Municipality. The portions of the Gas System within the Public Right-of-Way shall be located as not to injure any drains, sewers, catch basins, water pipes, pavements or other like public improvements. If any drain, sewer, catch basin, water pipe, pavement or other like public improvement is injured by the location of the portions of the Gas System within the Public Right-of-Way, the Grantee shall forthwith repair the damage to the satisfaction of the Municipality and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee.

B. Compliance with Requirements of Law. The Grantee shall be subject to the specific standards provided in this Ordinance for work in the Public Right-of-Way and with all other Requirements of Law.

C. Conduct of Gas System Work; Restoration. The Grantee will conduct Gas System Work in accordance with the Requirements of Law. The Grantee will undertake to minimize the disturbance or obstruction of the Public Right-of-Way caused by Gas System Work, including, without limitation, having Gas System Work, once started, undertaken and completed without unreasonable delay. The Grantee will promptly restore Public Right-of-Way, as well as any fences, roads, pavements and other improvements in the Public Right-of-Way, disturbed by Gas System Work as nearly as reasonably practicable to its condition immediately before the Gas System Work.

D. Emergencies. In the case of an Emergency, the Grantee will notify the Municipality by the most practical, timely, and available means under the circumstances of the Emergency and the conditions that are affecting the Gas System and its customers. Notwithstanding Section 10, the notice will be no more than 24 hours after the Grantee learns of the Emergency, except if notice within 24 hours is not practicable under the circumstances of the Emergency, in which case the Grantee will provide the notice required under this Subsection as soon as is practicable under the circumstances. Each Party will provide the other Party with an Emergency contacts list, including 24-hour contact information for at least two representatives. The Grantee will keep the Municipality apprised of the status of the Emergency to the extent reasonably practicable and will advise the Municipality when the Emergency has been resolved.

E. Coordination Regarding Capital Improvements; System Information. The Grantee and the Municipality believe that it is in their mutual interests to be informed of their respective capital improvement programs, so that whenever practicable those programs can be undertaken to minimize the cost of construction and public inconvenience. To that end, the following provisions apply:

1. **Meeting.** At Annual Meetings (see Subsection 13.A of this Ordinance), representatives of the Grantee and the Municipality will be prepared to discuss significant known Gas System Work and Municipal projects that could impact the Gas System and that will or may be undertaken within the Municipality.

2. **Capital Improvement Plans and General System Information.** The Grantee will establish and maintain an information medium ("***Information Sharing System***"), at no cost to the Municipality, that will provide the Municipality access, on reasonable terms, to information identifying (a) anticipated Gas System Work, (b) Grantee's planned capital improvement plans and major maintenance work related to the Gas System within the Municipality, (c) maps or other documents showing the locations of gas distribution mains in or under Public Right-of-Way within the Municipality; and (d) the status of ongoing Gas System

Work and capital improvement plans and major maintenance work related to the Gas System within the Municipality (collectively, "**General System Information**"). The Grantee reserves the right to modify or replace the Information Sharing System from time to time at its discretion. Absent gross negligence or intentional misconduct by the Grantee, the Grantee shall have no monetary liability to the Municipality due to defects in the design or performance of the Information Sharing System or errors or omissions in the information disclosed through the Information Sharing System; provided, however, that this sentence does not change the Grantee's obligation under Paragraph 1 of this Subsection and Subsection 13.A of this Ordinance with respect to General System Information. As part of the Annual Meeting, the Parties may discuss the performance of the Information Sharing System and any adjustments and refinements to the Information Sharing System and, if requested by the Municipality, the Grantee will provide information regarding any updates or other operational changes or improvements to the Information Sharing System.

SECTION 5. CONSIDERATION FOR USE OF PUBLIC RIGHT-OF-WAY.

A. Payments; Provision of Gas. The Grantee shall make the Renewal Payment provided in Paragraph 1 of this Subsection and, commencing with calendar year 2016, either (but never both) (i) make the Annual Payments as provided and calculated in Paragraph 2 of this Subsection, or (ii) provide for Unbilled Gas as provided and calculated in Paragraphs 3 of this Subsection. The Municipality shall notify the Grantee in writing within sixty days after the Effective Date whether it has chosen to receive Annual Payments or Unbilled Gas. In the event the Municipality has not notified the Grantee in writing within sixty days after the Effective Date, the Municipality shall be deemed to have chosen to receive Annual Payments as provided and calculated in Paragraph 2 of this Subsection. Upon written notice to Grantee given on or before June 30 of the calendar year preceding the date of change, the Municipality may change the method of compensation from Annual Payments to Unbilled Gas, or vice versa, effective as of January 1 of any or all of the third, sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first, or twenty-fourth calendar year following the Effective Date. In the event the Municipality has not so notified the Grantee of a change in the method of compensation by the applicable June 30, the method of compensation then in effect shall continue and may not be changed by the Municipality during the ensuing three calendar year period.

1. **Renewal Payment.** Within ninety days after the Effective Date, the Grantee will pay the Municipality, solely as consideration for renewal of the franchise granted under the Previous Agreement, a one-time franchise renewal payment ("**Renewal Payment**") of \$17,992, being equal to 75 percent of the value of (a) the "**Therm Allocation**" (as calculated under Paragraph 4 of this Subsection) as of the Effective Date multiplied by (b) the "**Gas Cost per Therm**" (as calculated under Paragraph 2 of this Subsection).

2. **Annual Payment.** In January of each year except 2016 and in March of 2016, the Grantee will pay the Municipality an annual payment ("**Annual Payment**") if the Municipality has chosen or has been deemed to have chosen to receive Annual Payments rather than Unbilled Gas for such calendar year. The amount of each Annual Payment will be calculated by the Grantee by multiplying (a) the "**Therm Allocation**" (as calculated under Paragraph 4 of this Subsection) times (b) the applicable Gas Cost per Therm. As used herein, the term "**Gas Cost per Therm**" means, with respect to a calendar year, the sum of (i) the average per therm gas cost for the preceding three calendar years, based on the Grantee's prudently incurred purchased gas cost and (ii) the per therm rate for general gas service under the Grantee's rate structure in effect as of the last day of the preceding calendar year.

3. Unbilled Gas. If the Municipality has chosen to receive Unbilled Gas, the Grantee shall supply, during each billing year (start and finish of each year shall begin and end with regular meter reading date nearest to January 1) that the Municipality's choice to receive Unbilled Gas remains in effect, without charge to the Municipality, an amount of gas ("**Unbilled Gas**") not to exceed the Therm Allocation (as calculated under Paragraph 4 of this Subsection), to be used in buildings which may be occupied from time to time by the Municipality solely for municipal purposes, or such part of these buildings as may from time to time be occupied for ongoing municipal purposes, and not for purposes of revenue.

4. Therm Allocation. For purposes of determining the Annual Payment or the amount of Unbilled Gas under Paragraphs 2 and 3, respectively, of this Subsection, the Therm Allocation will be based on the following formula: 3.6 therms per person up to 10,000 of population; 2.4 therms per person for the next 10,000 of population; 1.2 therm per person for the next 80,000 of population; 1.45 therms per person for the next 20,000 of population; and 1.8 therms per person for the population over 120,000. For purposes of the Therm Allocation, the population of the Municipality as of the Effective Date shall be deemed to be the same as the population of the Municipality at the 2010 decennial census, which was 12,590. This population number will be adjusted by the Grantee based on each decennial census count. Between decennial census counts, the Therm Allocation may be increased prospectively on the basis of changes in population of the Municipality as shown by revised or special census. Upon the submission of a written request by the Municipality accompanied by the official State notification of census change, the Therm Allocation will be adjusted by the Grantee.

B. Limitations on Gas Use. None of Unbilled Gas to be supplied to the Municipality under Paragraph A3 of this Section, shall be resold by the Municipality for any purpose whatsoever. In the event the Municipality uses less than the amount of Unbilled Gas calculated and authorized under Paragraph A3 of this Section, there shall be no payment due to the Municipality from the Grantee for gas not used during that billing year, nor shall any such unused therms be carried over for the following billing year's use.

C. Offset. If the Municipality has chosen or has been deemed to have chosen to receive Annual Payments, the Grantee shall have the right to reduce the Annual Payment for a calendar year by the amount of any fees that the Municipality has been paid by the Grantee during the preceding calendar year for permits, street or parkway openings, or inspections related to the Gas System or Gas System Works. If the Municipality has chosen to receive Unbilled Gas, the Grantee shall have the right to reduce the Therm Allocation for a billing year by an amount of therms equal to (a) the amount of any fees that the Municipality has been paid by the Grantee during the preceding billing year divided by (b) the Gas Cost per Therm determined for the calendar year that begins with the January 1 nearest to the end of such billing year.

SECTION 6. ACCOUNTS AND RECORDS.

Within 90 days following a written request by the Municipality made no more frequently than once during each calendar year of the Term, the Grantee will provide the Municipality with a written statement showing the gross operating revenue generated during the immediately preceding calendar year by the Grantee from the distribution of gas to customers identified in the Grantee's billing records as located within the corporate limits of the Municipality, which statement will, if requested as part of the Municipality's request, show the distribution of such gross operating revenue among the following categories of users: Residential, Commercial,

and Industrial, or by such other categories as may be agreed to by the Grantee and the Municipality.

SECTION 7. SUBSTITUTION OF MORE FAVORABLE PROVISIONS.

A. Amended Ordinance. If during the Term of this Franchise, the Municipality learns of a Grantee franchise ("**Grantee Franchise**") from any other municipality in Illinois ("**Other Franchisor**") adopted or otherwise provided by the Other Franchisor after the Effective Date and containing "*More Favorable Provisions*" (as defined in Subsection C of this Section), then the Municipality may adopt, no sooner than 30 days from the date of providing the notice to the Grantee required pursuant to Subsection B of this Section, an ordinance amending this Ordinance solely to substitute for the provisions of Section 5 of this Ordinance replacement provisions that are substantially identical to the More Favorable Provisions ("**Amended Ordinance**"). If the Municipality adopts an Amended Ordinance in conformity with this Section 7, the Grantee will accept the Amended Ordinance and execute a Consent Agreement consistent with Section 15 of this Ordinance.

B. Notice. At least 30 days before adopting an Amended Ordinance pursuant to this Section 7, the Municipality shall provide the Grantee with written notice that explicitly (i) states that the Municipality intends to invoke its right under this Section 7 to adopt an Amended Ordinance; (ii) identifies the Other Franchisor; (iii) states the date, time, and place of the meeting at which adoption of the Amended Ordinance will be considered; and (iv) includes the Amended Ordinance.

C. More Favorable Provisions. "*More Favorable Provisions*" means the provisions in a Grantee Franchise (i) establishing the compensation to be paid by the Grantee to the Other Franchisor, including, without limitation, the formulas and procedures utilized to determine the form and amount of such compensation ("**Compensation Formulas and Procedures**"); and (ii) that the Municipality has reasonably concluded are more advantageous to or protective of the public interest of the Other Franchisor than the existing provisions of Section 5 of this Ordinance are to the Municipality. "More Favorable Provisions" shall not include provisions providing consideration to the Other Franchisor for franchise renewal (it being understood that the exercise by the Municipality of its right under this Section 7 shall not be deemed a franchise renewal). Replacement provisions in a proposed Amended Ordinance shall not be deemed to be substantially identical to More Favorable Provisions if those replacement provisions do not utilize the Compensation Formulas and Procedures as applied to the Municipality to determine the form and amount of compensation to be paid by the Grantee to the Municipality. The Municipality shall not have the right to invoke this Section solely to effect a change in the form of compensation (between payments or unbilled gas) if that form of compensation had been available to the Municipality to select under Section 5 of this Ordinance, and neither the procedures for changing the form of compensation in Section 5 of this Ordinance nor those in the Compensation Formulas and Procedures would then have permitted the Municipality to make a change in the form of compensation.

D. No Notification Required. Nothing in this Section shall require the Grantee to notify the Municipality of new franchises that the Grantee obtains with other municipalities in Illinois or new provisions within any existing franchise agreements.

SECTION 8. INDEMNIFICATION.

A. Grantee. The Grantee must, and will, fully indemnify the Municipality (but not any other third party) against and from any and all claims, liabilities, actions, damages, judgments, and costs, including without limitation injury or death to any person and damage to any property or Public Right-of-Way and including without limitation attorneys' fees (collectively, "**Claims**") that the Municipality may incur or suffer, or that may be obtained against the Municipality, as a result of or related to the Grantee's failure to perform any of its obligations under this Ordinance, or the Grantee's negligent, unlawful, or intentional wrongful acts or omissions that relate to (i) the use or occupation by Grantee of the Public Right-of-Way under this Ordinance, or (ii) the construction, operation, maintenance, or repair of the Gas System located within the Public Right-of-Way. The Municipality must give the Grantee written notice within 30 calendar days after the Municipality has received written notice of a Claim. The Municipality may tender to the Grantee the defense of a Claim, in which case the Grantee must defend the Municipality against that Claim, or the Municipality may defend itself against that Claim at the Grantee's expense. The Grantee shall not be required to indemnify, defend, or hold harmless the Municipality for any Claims to the extent the Municipality, its officers, agents, or employees are liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Municipality, its officers, agents, or employees while acting on behalf of the Municipality).

B. Municipality.

1. The Municipality must, and will, fully indemnify the Grantee (but not any other third party) against any and all Claims arising as a result of damages to the Grantee's Gas System caused by the conduct of the Municipality, its officers, employees, or agents for which the Municipality is liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Municipality, its officers, agents, or employees while acting on behalf of the Municipality). The Municipality shall not be required to indemnify, defend, or hold harmless the Grantee for any damages to the extent the Grantee, its officers, agents, or employees are liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Grantee, its officers, agents, or employees while acting on behalf of the Grantee).

2. The Grantee recognizes the Municipality's right to exercise its police powers over the Public Right-of-Way in case of fire, disaster, or other emergency as reasonably determined by the Municipality. Notwithstanding Paragraph 1 of this Subsection, the Municipality shall not be liable to the Grantee for any damages to the Grantee's Gas System when the damage results from the exercise by the Municipality of its police powers in order to protect the public in case of fire, disaster or other emergency. When practicable, as reasonably determined by the Municipality, the Municipality shall consult with the Grantee prior to the exercise by the Municipality of these police powers, where the exercise may affect the Grantee's Gas System, and to permit the Grantee to take necessary action to protect the public and the Gas System.

SECTION 9. INSURANCE.

If the Grantee's total stockholder equity as determined in accordance with generally accepted accounting principles ("**Stockholder Equity**") as of the end of its most recently completed fiscal year is less than **fifty million dollars (\$50,000,000)**, the Grantee shall be

obligated under this ordinance to maintain during its current fiscal year, at its sole cost and expense, insurance against the liabilities assumed under this ordinance consisting of the following coverages at the following minimum limits:

A. Comprehensive General Liability. Comprehensive general liability insurance with coverage written on an “occurrence” or “claims made” basis and with limits no less than: (1) General Aggregate: \$2,000,000; (2) Bodily Injury: \$2,000,000 per person, \$2,000,000 per occurrence; and (3) Property Damage: \$2,000,000 per occurrence. Coverage must include: Premises Operations, Independent Contractors, Personal Injury (with Employment Exclusion deleted), Broad Form Property Damage Endorsement, Blanket Contractual Liability, and bodily injury and property damage. Exclusions “X,” “C,” and “U” must be deleted. Railroad exclusions must be deleted if any portion of the Gas System Work is within 50 feet of any railroad track. Every employee of the Grantee engaged in Gas System Work within the Municipality must be included as an insured.

B. Comprehensive Motor Vehicle Liability. Comprehensive motor vehicle liability insurance with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented. The coverage required by this subsection shall include bodily injury and property damage for all motor vehicles engaged in Gas System Work within the Municipality that are operated by any employee, subcontractor, or agent of the Grantee.

C. Workers’ Compensation. Workers’ compensation coverage in accordance with applicable law.

D. General Standards for All Insurance. If obligated under this Section to maintain the foregoing insurance coverages, (i) the Grantee may satisfy that obligation, in whole or in part, through insurance provided by a captive insurance company affiliated with the Grantee to the extent permitted under applicable law if such captive insurance company and the Grantee are both controlled by a company with Stockholder Equity as of the end of its most recently completed fiscal year of at least ***fifty million dollars (\$50,000,000)***, or through commercial insurance; (ii) all commercial insurance policies obtained by the Grantee to satisfy such obligation must be written by companies customarily used by public utilities for those purposes, including, if permitted by this Subsection, policies issued by a captive insurance company affiliated with the Grantee; (iii) the Grantee must provide the Municipality, upon request, with reasonable evidence of insurance and with certificates of insurance for commercial coverage designating the Municipality and its officers, boards, commissions, elected officials, agents, and employees as additional insured and demonstrating that the Grantee is maintaining the insurance required in this Section; and (iv) each policy shall provide that no change, modification, or cancellation of any insurance coverage required by this Section shall be effective until the expiration of 30 calendar days after written notice to the Municipality of any such change, modification, or cancellation and providing that there is no limitation of liability of the insurance if the Grantee fails to notify the Municipality of a policy cancellation.

SECTION 10. CURE.

In addition to every other right or remedy provided to the Municipality under this Ordinance, if the Grantee fails to comply in a material respect with any of its material obligations under this Ordinance (for reason other than force majeure), then the Municipality may give written notice to the Grantee specifying that failure. The Grantee will have 30 calendar days after the date of its receipt of that written notice to take all necessary steps to cure such material

non-compliance, unless the cure cannot reasonably be achieved within 30 calendar days but the Grantee promptly commences the cure and diligently pursues the cure to completion.

SECTION 11. FORCE MAJEURE.

Neither the Grantee nor the Municipality will be held in violation or breach of this Ordinance when a violation or breach occurred or was caused by (a) riot, war, earthquake, flood, terrorism, or other catastrophic act beyond the respective Party's reasonable control or (b) governmental, administrative, or judicial order or regulation other than, in the case of the Municipality, an order or regulation issued by the Municipality not in the exercise of its police powers in order to protect the public in the case of fire, disaster or other emergency.

SECTION 12. NOTICE.

With respect to an Emergency, Grantee shall provide notice to the Municipality in accordance with Subsection 4.D. of this Ordinance. Any other notice that (a) requires a response or action from the Municipality or the Grantee within a specific time frame or (b) would trigger a timeline that would affect one or both of the parties' rights under this Ordinance must be made in writing and must be sufficiently given and served on the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

**Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Village President**

If to Grantee:

**Northern Illinois Gas Company d/b/a Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563
Attention: President**

with a copy to:

**Northern Illinois Gas Company d/b/a Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563
Attention: Community Relations and Economic Development Department**

For other notices regarding the general business between the parties, e-mail messages and facsimiles will be acceptable when addressed to the persons of record specified above.

SECTION 13. GENERAL PROVISIONS.

A. Communications and Annual Meeting.

1. General Communications. The Grantee and the Municipality believe that it is in their mutual interests to maintain consistent and reliable means of communications regarding all matters under this Franchise. Nothing in this Section precludes the parties in any way from conducting meetings and communications not specifically provided in this Section on any other dates and times during the Term as necessary, required, or otherwise desired.

2. Annual Meeting. Except as the Grantee and the Municipality may otherwise agree, upon 45 days prior written notice from the Municipality to the Grantee given no more frequently than once during each calendar year of the Term, the representatives of the Grantee and the Municipality will meet at the offices of the Municipality or another mutually acceptable location ("**Annual Meeting**").

3. Annual Meeting Matters. At the Annual Meetings the Parties will review, as necessary, any matters related to this Ordinance and the Franchise as generally identified by the Municipality in its written notice provided pursuant to Paragraph 2 of this Subsection related to (i) the Gas System and Gas System Work; (ii) issues that have arisen since the prior Annual Meeting regarding the Grantee's activities conducted under the authority granted by this Ordinance, (iii) efforts and initiatives by the Grantee or the Municipality, or both, to promote energy efficiency and cost savings related to the use of gas supplied by the Grantee; and (iv) identification of anticipated future capital improvement programs by the Municipality and the Grantee in an effort to coordinate those programs whenever practical in an effort to minimize costs for both the Municipality and the Grantee and to reduce public inconvenience (collectively, "**Annual Meeting Matters**"). The Grantee's and the Municipality's representatives at Annual Meetings shall include individuals with the knowledge, experience and authority required to address competently and to seek to resolve the Annual Meeting Matters identified from discussion at the Annual Meeting.

4. Good Faith Efforts to Resolve Annual Meeting Matters. The Municipality and the Grantee will constructively discuss the Annual Meeting Matters at the Annual Meetings. The goal of these discussions is to ensure that the Grantee and the Municipality have sufficient information to address and, if possible, resolve the Annual Meeting Matters and the Parties will share information reasonably necessary for those purposes; provided, however that neither the Grantee nor the Municipality will be required to respond to unduly burdensome information requests or to provide confidential or privileged information to the other party. The parties will work in good faith to resolve Annual Meeting Matters on mutually acceptable terms and to do so within a reasonable period of time. To the extent that resolution of an Annual Meeting Matter is not otherwise provided by the terms of this Franchise, the parties may memorialize their understandings related to resolution of Annual Meeting Matters through memoranda of understanding, supplemental agreements, or other arrangements mutually agreed to.

B. Assignments of Rights by Grantee. All provisions of this Ordinance that are obligatory upon, or which inure to the benefit of, NICOR GAS shall also be obligatory upon and shall inure to the benefit of any and all successors and permitted assigns of NICOR GAS, and the word "Grantee" wherever appearing in this Ordinance shall include and be taken to mean not only NICOR GAS, but also each and all of such successors and permitted assigns. The Grantee may not assign any right it has under this Ordinance without the prior express written authorization of the Municipality by ordinance or resolution of the Corporate Authorities. The

Municipality will not withhold that authorization if (a) the Assignee is technically and financially capable of operating and maintaining the Gas System in the reasonable judgment of the Municipality and (b) the Assignee assumes all of the obligations of the Grantee under this Ordinance except as they may be amended in writing and approved by the Municipality.

C. Entire Agreement; Interpretation. This Ordinance embodies the entire understanding and agreement of the Municipality and the Grantee with respect to the subject matter of this Ordinance and the Franchise. This Ordinance supersedes, cancels, repeals, and shall be in lieu of the Previous Agreement.

D. Governing Law; Venue. This Ordinance has been approved executed in the State of Illinois and will be governed in all respects, including validity, interpretation, and effect, and construed in accordance with, the laws of the State of Illinois. Any court action against the Municipality may be filed only in Cook County, Illinois, in which the Municipality's principal office is located.

E. Amendments. Except as otherwise provided pursuant to Section 7 of this Ordinance, no provision of this Ordinance may be amended or otherwise modified, in whole or in part, to be contractually binding on Grantee, except by an instrument in writing duly approved and executed by the Municipality and accepted by the Grantee by execution of a Consent Agreement consistent with Section 15 of this Ordinance.

F. No Third-Party Beneficiaries. Nothing in this Ordinance is intended to confer third-party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Ordinance.

G. No Waiver of Rights. Nothing in this Ordinance may be construed as a waiver of any rights, substantive or procedural, the Grantee or the Municipality may have under federal or State of Illinois law unless such waiver is expressly stated in this Ordinance.

SECTION 14. MUNICIPALITY AUTHORITY RESERVATION.

The Municipality reserves, subject to the limitations of applicable federal and State of Illinois laws, (i) its powers necessary or convenient for the conduct of the Municipality's municipal affairs and for the public health, safety and general welfare; and (ii) its right to own and operate a gas utility in competition with the Grantee. Notwithstanding the foregoing, the Municipality will not take any such action that would have the effect of depriving Grantee of the rights, permissions and authorities granted to Grantee under this Ordinance.

SECTION 15. CONSENT AGREEMENT.

Within ninety days after the Effective Date, the Grantee will file with the Municipality a written agreement to accept and comply with the terms of this Ordinance as attached to this Ordinance as Exhibit A ("**Consent Agreement**"), duly executed by authorized representatives of the Grantee. The Grantee's failure to provide the Consent Agreement within ninety days after the Effective Date shall be deemed a rejection of this Ordinance by the Grantee, and the rights and privileges herein granted shall absolutely cease and terminate, unless, within ninety days after the Effective Date, the time period for the Grantee to file the Consent Agreement is extended by the Municipality by ordinance duly passed for that purpose and the Grantee has agreed in writing to such extension.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD,
ILLINOIS, THIS _____ DAY OF _____, 2016.

Village Clerk

APPROVED BY THE PRESIDENT OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS,
THIS _____ DAY OF _____, 2016.

President

(Seal)

ATTEST:

Village Clerk)
STATE OF ILLINOIS)
COUNTY OF COOK) SS.
VILLAGE OF LINCOLNWOOD)

I, _____, Village Clerk of the Village of Lincolnwood, Illinois, do hereby certify that the foregoing is a true and correct copy of an Ordinance duly passed by the Board of Trustees of said Village on the ____ day of _____, 2016, and duly approved by the President of said Village on the ____ day of _____, 2016, the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said Village.

WITNESS my hand and the official seal of said Village this ____ day of _____, 2016.

Village Clerk
Lincolnwood, Illinois

(SEAL)

CONSENT AGREEMENT

Pursuant to Section 15 of that certain Natural Gas Franchise Ordinance duly passed by the Board of Trustees of the Village of Lincolnwood, Illinois (the "Municipality") on _____ and duly approved by the President of the Municipality on ____ (the "Ordinance"), a copy of which is attached hereto, Northern Illinois Gas Company d/b/a Nicor Gas Company , an Illinois corporation hereby accepts and agrees to comply with the Ordinance.

NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY

By: _____

Name: _____

Title: _____

Date: _____

-- GAS ORDINANCE --

#76-1510

AN ORDINANCE AUTHORIZING NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A GAS DISTRIBUTING SYSTEM IN AND THROUGH THE VILLAGE OF LINCOLNWOOD, ILLINOIS.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS:

SECTION 1. That the right, permission and authority be and the same are hereby granted to NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, its successors and assigns, (hereinafter referred to as the "Grantee"), to construct, operate and maintain in and through the Village of Lincolnwood, (hereinafter referred to as the "Municipality"), in the State of Illinois, for a term of fifty (50) years, a system for the production, distribution and sale of gas for fuel, heating, power, processing and any other purposes within and outside the corporate limits of the Municipality, and to construct, lay, maintain and operate such gas pipes, mains, conductors and other devices, apparatus and equipment as may be necessary or convenient for such system in, under, along and across each and all of the streets, alleys, avenues and other public places in the Municipality, subject to the conditions and regulations hereinafter set forth.

SECTION 2. All pipes, mains, conductors and other appliances, including connections with service pipes, hereafter laid in streets, alleys, avenues or other public places, shall be laid under the supervision

of the Committee on Streets and Alleys of the Municipality, or such other duly authorized agent of the Municipality as the Board of Trustees may from time to time designate. All pipes, mains, conductors and other appliances shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvement be injured by such location, the Grantee shall forthwith repair the damage caused by such injury to the satisfaction of the Committee on Streets and Alleys, or such other duly authorized agent, and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee. The Grantee shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the public streets, alleys, avenues and other public places of the Municipality.

SECTION 3. The Grantee shall indemnify, become responsible for and forever save harmless the Municipality from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the Municipality may legally suffer or incur, or which may be legally obtained against the Municipality, for or by reason of the use and occupation of any street, alley, avenue or other public place in the Municipality by the Grantee pursuant to the terms of this ordinance or legally resulting from the exercise by the Grantee of any of the privileges herein granted, and as additional security therefor the Grantee shall, during the life of this ordinance, keep on file with the Village Clerk of the

Municipality a good and sufficient bond in the penal sum of Five Thousand Dollars (\$5,000), conditioned to protect and indemnify the Municipality as in this section provided, and said bond shall be subject to the approval of the Board of Trustees of the Municipality, and the Municipality shall have the right from time to time, whenever in the opinion of said Board of Trustees the same may be necessary, to require the Grantee to renew or provide additional or other security on said bond.

SECTION 4. After the passage of this ordinance, and within thirty (30) days after passage, this ordinance, if accepted, shall be accepted by the Grantee by its filing with the Village Clerk of the Municipality an unconditional written acceptance hereof, to be duly executed according to law, and a failure of the Grantee to so accept this ordinance within said period of time shall be deemed a rejection hereof by the Grantee, and the rights and privileges herein granted shall after the expiration of said period of thirty (30) days, if not so accepted, absolutely cease and determine, unless said period of time shall be extended by the Municipality by ordinance duly passed for that purpose and before the expiration of said period of thirty (30) days.

SECTION 5. All provisions of this ordinance which are obligatory upon, or which inure to the benefit of, said Northern Illinois Gas Company shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of said Company, and the word "Grantee" wherever appearing in this ordinance shall include and be taken to mean not only said Northern Illinois Gas Company, but also each and all of such successors and assigns.

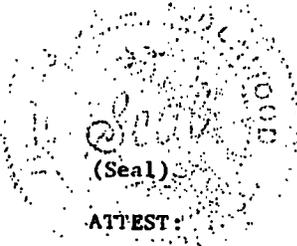
SECTION 6. This ordinance, if accepted by the Grantee as hereinabove provided, shall be in full force and effect on and after August 19, 1976, and from and after the effective date shall supersede, cancel, repeal and be in lieu of any and all other existing or prior grants of right, permission and authority by said Municipality to said Grantee or any predecessor companies or assignors of the Grantee to construct, operate and maintain any system for the production, distribution and sale of gas for fuel, heating, power, processing and any other purposes within the corporate limits of this Municipality, and this ordinance shall likewise cancel all of the obligations under said existing or prior grants.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS, THIS 19th DAY OF August, A.D. 1976.

Robert J. Anthony
Village Clerk

APPROVED BY THE PRESIDENT OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS, THIS 19th DAY OF August, A.D. 1976.

Henry A. Brown
President



Robert J. Anthony
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.
)
VILLAGE OF LINCOLNWOOD)

I, *Robert J. Haug* Village Clerk of the
Village of Lincolnwood, Illinois do hereby certify that
the foregoing is a true and correct copy of an Ordinance duly passed
by the Board of Trustees of said Village on the *19th* day of
August, A.D. 1976, and duly approved by the President
of said Village on the *19th* day of *August*, A.D. 1976,
the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all
papers, contracts, documents and records of said Village.

WITNESS my hand and the official seal of said Village this
19th day of *August*, A.D. 1976.

Robert J. Haug
Village Clerk
6918 Keele Avenue
Lincolnwood, Illinois 60646
Address



ACCEPTANCE OF GAS ORDINANCE

TO THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
LINCOLNWOOD , ILLINOIS

Gentlemen:

The undersigned, NORTHERN ILLINOIS GAS COMPANY, for itself,
its successors and assigns, hereby accepts the Ordinance entitled:

"An Ordinance authorizing Northern Illinois Gas
Company, its successors and assigns, to construct,
operate and maintain a gas distributing system in
and through the Village of Lincolnwood
Illinois";

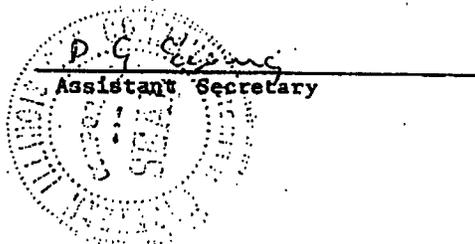
duly passed by the Board of Trustees of the Village of Lincolnwood ,
on the 19th day of August , A.D. 1976 , and duly
approved by the President of said Village on the 19th day of
August , A.D. 1976 .

IN TESTIMONY WHEREOF, the undersigned has caused these
presents to be signed by its Vice President, and its Corporate Seal
to be hereunto affixed, attested by its ^{Assistant} Secretary, this 30th day
of August , A.D. 1976 .

NORTHERN ILLINOIS GAS COMPANY

By *Lester E. Schindler*
Vice President

ATTEST:



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.
)
VILLAGE OF LINCOLNWOOD)

I, Robert J. Haning, Village Clerk
of the Village of Lincolnwood, Illinois, do hereby
certify that the attached and foregoing is a true and correct copy of
an Acceptance of an Ordinance duly passed by the Board of Trustees of
said Village on the 19th day of August, A.D. 1976,
and duly approved by the President of said Village on the 19th day
of August, A.D. 1976, and that said acceptance was
duly filed in my office on the 19th day of August,
A.D. 1976.

I do further certify that I am the legal custodian of all
papers, contracts, documents and records of the said Village.

WITNESS my hand and the official seal of said Village this
19th day of August, A.D. 1976.

Robert J. Haning
Village Clerk
6918 N. Keelev Ave.
Lincolnwood, Illinois 60646
Address





GENERAL OFFICE
EAST-WEST TOLLWAY AT ROUTE 59
POST OFFICE BOX 190
AURORA, ILLINOIS 60507

TELEPHONE 355-8000
AREA CODE 312

October 25, 1976

**President and Board of Trustees
Village of Lincolnwood
Lincolnwood, Illinois**

Gentlemen:

For and in consideration of the passage by the President and Board of Trustees of the Village of Lincolnwood on August 19, 1976, of an ordinance granting to Northern Illinois Gas Company, its successors and assigns, the right, for a period of fifty (50) years, to construct, operate and maintain a gas distribution system in the Village of Lincolnwood, the undersigned, for itself, its successors and assigns, agrees that so long as said ordinance shall remain in full force and effect, it will during each billing year (start and finish of each year shall begin and end with regular meter reading date nearest to January 1) throughout the life of said ordinance, supply without charge to the Village of Lincolnwood an amount of gas not to exceed Thirty-Five Thousand Eight Hundred Seventy-Five (35,875) therms, to be used in buildings which may be occupied from time to time by the municipality solely for governmental purposes, or such part thereof as may from time to time be so occupied, and not for purposes of revenue. The amount of said gas being so supplied without charge is based upon a population of 12,929 in said Village. No additional amount of free franchise gas will be allowed until a new census has resulted in a change in population. The new census can be caused by annexation or even by a special census. When the undersigned has been notified by the Village along with a copy of the official State notification then the amount of natural gas to be supplied without charge shall be adjusted on the basis of three (3) therms per person up to 10,000 of population and two (2) therms per person for the next 10,000 of population and one (1) therm per person for the next 80,000 of population.

None of said gas to be supplied without charge to the Village of Lincolnwood shall be resold for any purpose whatsoever, and in the event the Village uses less than the above mentioned number of therms of gas in any billing year, there shall be no payment due to the Village from the Company, or its successors and assigns, for gas not used during that billing year, nor shall any such unused therms be carried over for the following year's use. In the event Northern Illinois Gas Company's policy in regard to the practice of supplying gas without charge to municipalities in its present service area is changed at any time in the future, or in the event that said Company in the future provides any other gas utility service benefit as a matter of general policy to all municipalities in said service area, it will inform the Village Board of any such change and will grant to your municipality the benefits of such change or benefits under the same conditions applicable to other municipalities.

Village of Lincolnwood
Page Two
October 25, 1978

The Company, for itself, its successors and assigns, reserves the option, however, to reduce the total amount of gas supplied during any one billing year without charge as aforesaid by the amount of any fees which the municipality may charge the Company for street or parkway openings or inspections of any kind. Such reduction will be arrived at by the use of the Company's applicable rate for such calculation.

Very truly yours,

NORTHERN ILLINOIS GAS COMPANY

(Signed) By L.A. Boldebusch
Vice President

Holland & Knight

131 South Dearborn Street, 30th Floor | Chicago, IL 60603 | T 312.263.3600 | F 312.578.6666
Holland & Knight LLP | www.hklaw.com

Peter M. Friedman
312.578.6566
peter.friedman@hklaw.com

MEMORANDUM

Date: December 30, 2015
To: Northern Illinois Municipal Natural Gas Franchise Consortium Members
From: Peter M. Friedman, Consortium Counsel
Re: Executive Summary -- Model Franchise Ordinance

On December 14, 2015, the Steering Committee of the Northern Illinois Municipal Natural Gas Franchise Consortium (“**Consortium**”) unanimously approved a new model Natural Gas Franchise Ordinance (“**Model Ordinance**”). The Model Ordinance was negotiated on behalf of the Consortium with the Northern Illinois Gas Company (d/b/a Nicor Gas Company) (“**Nicor**”).

This memorandum provides (i) important information regarding the required timing and approval of the Model Ordinance by Consortium members and (ii) a summary of the key financial and operational provisions of the Model Ordinance.

If you have any questions about any of these matters, please contact Mark Baloga (630-571-0480, ext. 223 or mbaloga@dmmc-cog.org) or Kate Buggy (630-571-0480, ext. 225 or kbuggy@dmmc-cog.org).

Adoption

- For each Model Ordinance to take effect, the Ordinance must be adopted by the Consortium member and Nicor must sign a Consent Agreement that is attached to the Ordinance as Exhibit A. As described further below, the important compensation provisions of the Model Ordinance are triggered by the Ordinance taking effect. Further, it is important for Nicor to see that the Model Ordinance is being adopted by the Consortium members. Accordingly, the Steering Committee requests that Consortium members adopt the Model Ordinance in January 2016.
- Each Consortium member has been provided a word version of the Model Ordinance, tailored to the extent possible for each specific member.
- One addition that will have to be made by each member prior to adoption is to insert in Section 12 of the Ordinance the appropriate contact information for purposes of notices under the Ordinance.
- Each Consortium member must adopt the Model Ordinance pursuant to the member’s standard procedures for adoption of ordinances.

- After the Ordinance is adopted, the certification (the second to last page of the document) should be completed and fully executed.
- As soon as the Model Ordinance has been adopted and certified, each Consortium member should notify and provide a copy of the adopted Ordinance to their respective Nicor representative.
- Also, please email Kate Buggy at kbuggy@dmmc-cog.org to confirm adoption of the Ordinance.

Background

- Most gas franchises either have expired recently or are expiring soon.
- Almost all of these franchises are very old, with writing styles often unclear, incomplete, and difficult to understand.
- These franchises include only basic, and now outdated, provisions. They do not adequately address many of the issues that arise with modern utility facilities located in crowded public rights-of-way.
- These franchises do not adequately protect the public health and safety. Nor do they adequately protect the public rights-of-way.

Key Points Regarding Model Ordinance

- A municipality's rights-of-way are among its most important resources and most valuable assets. The Model Ordinance includes new provisions designed to protect the municipality's rights-of-way, including requirements on construction, restoration, and maintenance.
- One of a municipality's foremost responsibilities is to protect the public's safety and welfare. The Model Ordinance includes new provisions designed to better protect the public health and safety, including emergency notice and response standards.
- The compensation provisions in the Model Ordinance better reflect the value of the municipality's right-of-way. The municipality may choose among free gas for municipal facilities or annual cash payments.
- The Model Ordinance includes modern provisions relating to annual meetings with Nicor, capital improvement plans, information sharing, triggers for future amendments based on Model Ordinance terms subsequently agreed to by Nicor.
- By working together as the Consortium, the member municipalities have been able to negotiate with Nicor a new, standard franchise document that is clear, comprehensive, and protective of the interests of both the municipalities and the gas companies.

Summary of Key Provisions of Model Ordinance

- **Term (Section 3).** The new franchise is for a term of 25 years (until January 1, 2041).
- **Effective Date and Consent Agreement (Section 15).** The effective date of the Model Ordinance will be as of January 1, 2016, even though the Ordinance will not be adopted

until after that date. The Ordinance must be adopted no later than March 1, 2016. However, as explained above, the Steering Committee urges each member to adopt the Ordinance in January 2016.

Within 90 days of the Effective Date (March 31, 2016), Nicor is required to execute the Consent Agreement attached to the Model Ordinance as Exhibit A. The purpose of this Consent Agreement is to ensure that Nicor is contractually bound to comply with the Model Ordinance.

- **Compensation for Use of Rights-of-Way (Section 5).** There are two options for compensation for Nicor's use of the public rights-of-way under the Model Ordinance.

The first option ("**Annual Payments**") is an annual lump sum payment that Nicor will make in cash to the municipality. The amount of the Annual Payment is based on the following formula -- generally described as the municipality's "**therm allocation**" times the "**gas cost per therm.**" A municipality's therm allocation is determined by the following parameters:

- 3.6 therms per person up to 10,000 of population
- 2.4 therms per person for the next 10,000 of population
- 1.2 therms per person for the next 80,000 of population
- 1.45 therms per person for the next 20,000 of population
- 1.8 therms per person for the population over 120,000

The gas cost per therm is the sum of (i) the actual three year average of the per therm cost of gas plus (ii) the then-current general gas service cost. Each member has been provided with the Annual Payment calculations based on the current population and gas cost per therm.

The second compensation option ("**Unbilled Gas**") is for the municipality to receive free gas for buildings, or parts thereof, used for municipal purposes. The maximum amount of free gas to be provided cannot exceed the municipality's therm allocation. Upon request, Nicor representatives will provide each municipality with historical usage information to assist in determining which compensation option is best.

Significantly, no later than March 1, 2016, each municipality must notify Nicor in writing whether it wants to receive Annual Payments or Unbilled Gas. If a municipality does not provide this required notice, it will receive Annual Payments. Thereafter, a municipality can change from Annual Payments to Unbilled Gas, or vice versa, every three years with notice to Nicor. If no notice of a change is provided to Nicor, the compensation option will remain unchanged for the subsequent three year period.

Annual Payments will be paid by Nicor during January of each year during the Term of the franchise, except for 2016 when the Annual Payments will be paid in March.

- **One-Time Renewal Payment (Section 5A1).** Each Consortium member adopting the Model Ordinance will receive a one-time cash renewal payment equal to 75 percent of the municipality's therm allocation multiplied by the gas cost per therm. These one-time renewal payments will be made by Nicor on or before March 31, 2016.

- **Municipal Regulations (Section 4B, 4C).** The Model Ordinance requires Nicor to utilize the public right-of-way in compliance with the Model Ordinance and with “Requirements of Law” – a term defined in the Model Ordinance (Section 1) as “any and all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the Public Right-of-Way or the conduct of Gas System Work”). This means that the Model Ordinance requires Nicor to comply with local, generally applicable right-of-way, building, and tree regulations.
- **Emergency Response (Section 4D).** The Model Ordinance requires Nicor to provide notice of emergencies to the municipality within 24 hours unless that is somehow not practicable. Nicor and the municipality will provide to each other emergency 24-hour contacts. Nicor is required to keep the municipality apprised of the status of the emergency and when the emergency has been resolved.
- **“Most Favored Nations” Clause (Section 7).** If Nicor enters into an agreement with another franchisor that includes compensation terms the municipality believes are more advantageous or protective than the provisions of the Model Ordinance, then the municipality can choose to incorporate those provisions into Model Ordinance.
- **Accounts and Records (Section 6).** The Model Ordinance requires Nicor to provide the municipality, upon request, with annual information on Nicor’s gross operating revenues within the municipality, broken down among various categories of users.
- **Insurance (Section 9).** The Model Ordinance requires Nicor to obtain and maintain various types of standard insurance against liabilities assumed under the Model Ordinance in the event that Nicor’s financial condition would significantly worsen to the extent that its stockholder equity falls below \$50 million.
- **Annual Meeting (Section 13).** The Model Ordinance requires Nicor to participate in an annual meeting upon the request of the municipality. The matters to be addressed at annual meetings include gas system work, current issues regarding Nicor’s use of the public right-of-way, efforts to promote energy efficiency and cost savings related to the use of gas supplied by Nicor, and anticipated capital improvement projects and coordination with the municipality related to those projects. Nicor and municipal representatives at annual meetings must have knowledge, experience, and authority to address and resolve issues discussed at the meeting. The Model Ordinance obligates the parties to work in good faith to resolve issues raised at the annual meetings.
- **Capital Improvement Plans and Information Sharing (Section 4E2).** The Model Ordinance requires Nicor to establish and maintain (and provide the municipality with access to) an information sharing platform for, among other things, capital improvement plans, gas system work, gas facility location information and maps, and work and maintenance status information.
- **Indemnification (Section 8).** The Model Ordinance contains mutual indemnification provisions. With regard to Nicor, these provisions require the gas company to protect the municipality against claims arising out of the gas company’s failure to comply with the Model Ordinance or any negligent, unlawful, or intentional wrongful acts related to work in and use of the public right-of-way.

Request For Board Action

REFERRED TO BOARD: January 19, 2016

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Plan Commission Concerning Case #PC-13-15
Regarding Regulations Pertaining to Commercial Off-Street Parking in Front and Corner
Side Yards

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Zoning Code currently prohibits off-street parking in front and corner side yards of commercial properties. The Village Board referred to the Plan Commission a review of this prohibition after rejecting a Variation request for front yard parking at 7370 North Cicero Avenue.

The existing prohibition on front and corner side yard commercial parking is one that can be categorized as a community aesthetic. The issue is whether or not it is appropriate for off-street parking spaces to be located between the public right-of-way and the principal structure. Front yard parking, especially absent any landscape screening, was identified as one of the visual detriments in the Lincoln Avenue Corridor by the Lincoln Avenue Task Force. To address this detriment, the Task Force recommended a number of measures including requiring a build-to line and placing parking at the rear of properties for new developments and encouraging the landscape screening of existing front yard parking located in the Corridor.

Plan Commission Deliberations

At its October 14, 2015 meeting, the Plan Commission received the Village Board's referral of this matter and opened deliberations. The Commission also discussed how much of the community has been developed with commercial front yard parking. At this meeting, the Plan Commission also discussed recent Variation requests to allow front/corner side yard parking at commercial properties.

At this meeting, staff presented research on nine neighboring communities and found that only two communities (Glenview and Niles) permit parking in front yards in all zoning districts. Three communities (Skokie, Des Plaines, and Wilmette) allow parking in front yards within some zoning districts. In these communities relief from the regulation is reviewed as a zoning Variation. Three communities (Evanston, Morton Grove, and Park Ridge) were found to prohibit front yard parking by various zoning regulations with relief from the standard considered via a zoning Variation. Winnetka advised staff that all off-street parking in commercial districts require Special Use approval.

This matter was continued without discussion at the November 4, 2015 Plan Commission meeting. At the December 2, 2015 meeting, the Plan Commission discussed the options for deliberation outlined by staff. Staff outlined five basic options for consideration:

1. Retain current prohibition,
2. Eliminate the prohibition, thus allowing parking in the front and corner side yards,
3. Modify the regulation to allow parking in corner side yards,
4. Modify the regulation by zoning district, and
5. Change the review/appeal of the prohibition from a Variation to a Special Use.

Commissioner Fishman indicated his preference for option #2 as he asserted that almost all the commercial properties in town have existing off-street parking in the front and/or corner side yards. After review and brief discussion of the differing standards for granting a Variation and Special Use, the consensus of the Plan Commission was to recommend option #5, to review requests for front and corner side yard off-street parking as a Special Use.

Commission Recommendation

The Commission, by a vote of 5-0, recommends a Zoning Ordinance Text Amendment to consider off-street parking in commercial districts located in the front and corner side yards as a Special Use rather than a Variation as currently required.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Plan Commission Minutes December 2, 2015 (Excerpt)
2. Plan Commission Minutes November 4, 2015 (Excerpt)
3. Plan Commission Minutes October 14, 2015 (Excerpt)
4. December 2, 2015 Staff Report
5. Zoning Ordinance Section 7.06(5)
6. Commissioner Fishman Recommended Text
7. August 18, 2015 Village Board Minutes
8. Variation Standards
9. Special Use Standards
10. October 14, 2015 Staff Report

RECOMMENDED MOTION:

Move to concur with the recommendation of the Plan Commission to amend the Zoning Code to review requests for off-street parking in front and corner side yards as a Special Use in commercial districts and direct the Village Attorney to prepare the requisite Ordinance for approval.

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

Nay: None

Motion Approved: 6-0

V. Case #PC-13-15: Public Hearing: Zoning Code Text Amendment – Prohibition of Front Yard Parking

Mr. Cook outlined the options for the prohibition of front yard parking. The options to be considered are:

1. **No Change: Retain Existing Prohibitions** which is to continue to prohibit parking between commercial buildings and the front and/or corner side lot line. Any new or expanded off-street parking proposed would require a Variation and proof of a zoning hardship;
2. **Eliminate Prohibition Altogether** which is to remove the prohibition and permit off-street parking in any location on a commercial property. This would not eliminate the landscape requirements for off-street parking (i.e. perimeter landscape areas, landscape islands, etc.);
3. **Modify Prohibition to Allow Parking in Through Lots and Corner Side Yards** which is to allow off-street parking in corner side yards or through lots on commercial property. This would expand opportunities for new/expanded parking on corner lots and through lots. This option would continue to prohibit off-street parking between a commercial building and front lot lines. This would not eliminate the landscape requirements for off-street parking (i.e. perimeter landscape areas, landscape islands, etc.);
4. **Modify Prohibition by Zoning District** which would review each non-residential district and the appropriateness within each district to eliminate the prohibition (Option #2) and/or modify to allow in corner side yards or through lots (Option 3); or
5. **Modify Prohibition to Make Off-Street Parking in Front and/or Corner Side Yard a Special Use** which would modify the review process which would take the consideration from a Variation, requiring zoning hardship and consideration by the Zoning Board of Appeals, and shifting the review to a Special Use and heard by the Plan Commission.

Commissioner Fishman would like to eliminate the prohibition (Option #2 with the exception of the Lincoln Avenue Corridor) altogether citing that almost all of the commercial properties are currently legal nonconforming uses, and a Variation process is burdensome and unfair. Staff replied that the reoccupancy of tenant space, as long as the new use is permitted and does not result in the increase in intensity of parking, would be able to retain the current parking use. Commissioners Goldfein, Pauletto, Sampen, and

Eisterhold would like to go forward with the Special Use (Option #5). Commissioner Eisterhold would like to see more landscaping screening.

Chairman Eisterhold asked if anyone in the audience had any comment regarding this Public Hearing. Let the record state that no one came forward.

Motion to modify the prohibition to make off-street parking in the front and/or corner side yard a Special Use in non-residential zoning districts was made by Commissioner Sampen and seconded by Commissioner Pauletto.

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

Nay: None

Motion Approved: 5-0

VI. Other Business

Motion to approve the modified 2016 Plan Commission schedule was made by Commissioner Goldfein and seconded by Commissioner Pauletto.

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

Nay: None

Motion Approved: 5-0

Commissioner Fishman addressed staff about the updated project list that was included in the packet and would like to be updated on all phases of future projects, not just from a Plan Commission and Village Board level. Staff will expand the list to include building permit status, etc. Commissioner Fishman passed out the Establishment and Conduct and Powers and Duties of the Plan Commission which gives the right to the Plan Commission to initiate studies to present to the Village Board. Additionally, Commissioner Fishman requested staff to recommend modifications to the sign ordinance to allow signage directing customers to available off-site parking.

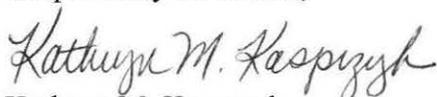
Motion to adjourn was made by Commissioner Pauletto and seconded by Commissioner Sampen. Meeting adjourned at 9:15 p.m.

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

Nay: None

Motion Approved: 5-0

Respectfully submitted,



Kathryn M. Kasprzyk

Community Development Coordinator

more than two monument signs. Mr. Patel stressed that a Petitioner would need to show a proper hardship in order for any additional monument signs to be constructed.

There was discussion as to replacing the Lincolnwood Produce directional sign that is on Touhy Avenue. Also discussed was the possibility of consolidating or moving the Touhy Avenue CVS monument sign.

Motion to recommend approval of the Special Use and Variations, with the ground sign setback Variation being withdrawn, was made by Commissioner Fishman and seconded by Commissioner Jakubowski.

Aye: Fishman, Jakubowski, Goldfein, Sampen, and Acting Chairman Yohanna

Nay: None

Motion Approved: 5-0

VII. Case #PC-13-15: Public Hearing: Zoning Code Text Amendment – Prohibition of Front Yard Parking

Motion to postpone Case #PC-13-15 to the December 4, 2015 Plan Commission Meeting was made by Commissioner Goldfein and seconded by Commissioner Sampen.

Aye: Goldfein, Sampen, Fishman, Jakubowski, and Acting Chairman Yohanna

Nay: None

Motion Approved: 5-0

VIII. Revised 2016 Plan Commission Meeting Dates

Motion to approve the 2016 Plan Commission schedule was made by Commissioner Fishman and seconded by Commissioner Sampen.

Aye: Fishman, Sampen, Goldfein, Jakubowski, and Acting Chairman Yohanna

Nay: None

Motion Approved: 5-0

IX. Other Business

Commissioner Fishman requested of staff a status report of items before the Plan Commission and Village Board. Mr. Cook replied that this status report will be in the next meeting's packet and the Commissioners will be updated on a regular basis.

Motion to adjourn was made by Commissioner Sampen and seconded by Commissioner Goldfein. Meeting adjourned at 10:00 p.m.

Abstention: Eisterhold

Motion Approved: 4-0

IV. Case #PC-13-15: Public Hearing: Zoning Code Text Amendment – Prohibition of Front Yard Parking

This matter is a consideration of a proposed zoning code text amendment of prohibition of front yard parking which was referred to the Plan Commission from the Village Board. They received a case from the property at 7370 N. Cicero Avenue that requested a variation to expand an existing parking lot into the front of the building. The property had met the minimum parking requirements but the owner/tenant wanted additional parking on the property. That was recommended by the ZBA for denial based on no finding of hardship. However, the Village Board thought this was a matter that should be entertained for potentially amending the code. Currently, the code prohibits off-street parking between the building and adjoining streets, front yard, and front/corner yard. Many commercial properties in Lincolnwood are developed in a manner that would not be allowed by our current zoning code. In January 2013, the Plan Commission reviewed the standards with focus on residential properties. The Plan Commission in that case, recommended no change to the code but did indicate that in unique circumstances a property owner can pursue a variation and the Village Board concurred with that recommendation. Staff researched neighboring communities and found that Glenview and Niles permit front yard parking, Skokie, Des Plaines, and Wilmette allow front yard parking in certain zoning districts. Morton Grove, Evanston, and Park Ridge prohibit front yard parking. Additionally, Winnetka required Special Use for all off-street parking.

Staff reviewed recent variation requests:

- 3400 W. Pratt New Construction – Pending
- 6733 N. Lincoln New Construction – PC recommended approval 5 – 0; pending Village Board
- 7370 N. Cicero – Parking Lot Expansion – ZBA recommended denial 7 – 0; Village Board referred for text amendment
- 4007 W. Touhy – New Construction – ZBA recommended approval 6 – 0; Village Board concurred
- 7350 N. Keeler – Single-family Residential – ZBA recommended denial 6 – 0; Village Board concurred
- 6540 N. Lincoln - Existing Condition/Expansion – ZBA recommended approval 6 – 0; Village Board concurred
- 3837 Sherwin – Single-family Residential – ZBA recommended denial 5 – 0; Village Board concurred

Additionally, staff advised that the Village has made improvements in creating and designating on-street parking on major roads such as Lincoln Avenue and there has been no evidence that this regulation has been an impediment to development. Also, the Lincoln Avenue Task Force recommended standards to address what was considered a “visual detriment”.

Commissioner Fishman advised that the Village Board meeting report provided from staff did not appear to coincide with the meeting content he witnessed and further discussed that the decision for hardship denial was coupled, in the same motion, with the referral from the Plan Commission. He further advised that Mayor Turry stated in the Village Board meeting, that he would like the Plan Commission to try and do something at this time and feels there was no sense of urgency on the topic

and reiterated staff's proposal to not make any changes based on community aesthetics as opposed to public safety and business needs. Furthermore, Commissioner Fishman stated that practically all commercial properties do not comply with the on-site parking requirements of the ordinance. Further discussion ensued regarding the compliance of parking requirements on various sites as well as numerous streets. Commissioner Fishman prepared and distributed a proposed amendment and reviewed it with the members of the Plan Commission outlining situations which would allow for front/side yard parking. He also proposed that his amendment be adopted and sent as a recommendation to the Village Board. After additional discussion ensued, Commissioner Goldfein interjected and proposed to postpone the discussion so that the other Commissioners may review the Village Board meeting as suggested.

Motion to continue to the November 4, 2015 Plan Commission meeting was made by Commissioner Yohanna, and seconded by Commissioner Goldfein.

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

Nay: None

Motion Approved: 5-0

V. Case #PC-12-15: Public Hearing: 3400 West Pratt Avenue – Special Use and Variation for Construction of Senior Housing Facility and Off-Street Parking

Chairman Eisterhold swore in the Petitioners, Mr. Chuck Hammond, Mr. Adam Arnold, Mr. Charles Hall, Mr. David Dastur, Mrs. Wendy Schulenburg, Mr. Kevin Hejtmaulk, Mr. Kevin Matray. Mr. Cook reviewed the special use request to approve assisted living, memory care and independent living facility and the variation request to approve off-street parking between the building and adjoining street. The proposed property would be composed of 251 independent living units, 88 assisted living units, and 44 memory care units.

Petitioner Mr. Adam Arnold of South Bay Partners, the developer of the project, discussed the particulars of the building plan including living units, dining options, indoor pool, patios and courtyards, exercise facilities and social programming. The property for consideration, 3400 W. Pratt Avenue, consists of 13.5 acres between Northeast Parkway and Pratt Avenue, 1 block west of McCormick Boulevard (former Bell & Howell site).

As part of this proposal, a Special Use is being requested to allow for independent and assisted living in an MB zoning district.

The Petitioner is also requesting a variation to allow off-street parking between the building and the street.

The Petitioner explained that the main building entrances would face north towards Northeast Parkway in order to avoid as much traffic as possible along Pratt Avenue to the south. Additionally, there would be a single curb cut onto Pratt Avenue to minimize traffic. The property would provide 304 onsite parking spaces per Village requirements with 85 of those spaces in an enclosed garage and on-street parking would not pose as a practical complication.



Plan Commission Staff Report

Case #PC-13-15

December 2, 2015

(Continued from November 4, 2015 & October 14, 2015)

Subject Property: Text Amendment Consideration Applicable to B-1, B-2, B-3, O, and MB Districts

Requested Action: Text Amendment to Article VII Section 7.06(5) to consider parking in front and corner side yard of non-residential properties.

Petitioner: Village Board

Summary

The Village Board has referred to the Plan Commission for review and possible text amendment, the Village's commercial property prohibition regarding off-street parking in front yards and corner side yards. On August 18, 2015, this matter was referred to the Plan Commission by the Village Board after their consideration of Case ZB#02-15, a request for a parking Variation at 7370 Cicero Avenue.

In this case while sufficient off-street parking under the Village's Zoning Code existed for this property, the petitioner sought to expand the existing non-conforming parking lot into the front yard. In this matter, the Zoning Board of Appeals found no hardship existed and voted 7-0 to recommend denial of the requested Variation and the Village Board, in its consideration, by a 6-0 vote concurred and denied the requested variation. Along with denying this requested variation, the Village Board referred this matter of commercial front and corner side yard parking to the Plan Commission for review and possible text amendment. The Village Board only directed that the matter be reviewed and did not proffer any proposed text amendment to be considered. Attached are the Village Board minutes of this meeting.

The existing prohibition on front yard parking is one that can be categorized as a community aesthetic. The issue is whether or not it is appropriate for off-street parking spaces to be located between the public right-of-way and the principal structure. Front yard parking, especially absent any landscape screening, was considered one of the visual detriments of the Lincoln Avenue corridor by the Lincoln Avenue Task Force in its review of this corridor. To address this detriment, the Task Force recommended a number of measures including requiring a build-to line and placing parking at the rear of properties for new developments and encouraging the landscape screening of existing front yard parking located in the corridor.

Many commercial properties have been developed previously with off-street parking located between the principal structure and the street. This existing condition is allowed as an existing legal non-conforming condition; however, all new/expanded parking lot construction cannot take place in the front yard or corner side yard unless a variation is granted.

Options

The basic options available to the Plan Commission are:

1. Retain the existing prohibitions – Continue to prohibit parking between commercial buildings and the front and/or corner side lot line. Any new or expanded off-street parking proposed would require a Variation and proof of a zoning hardship.
2. Eliminate the prohibition altogether – Remove the prohibition and permit off-street parking in any location on a commercial property. This would not eliminate the landscape requirements for off-street parking (i.e. perimeter landscape areas, landscape islands, etc.).
3. Modify the prohibition to allow parking in through lots and corner side yards – Allow off-street parking in corner side yards or through lots on commercial property. This would expand opportunities for new/expanded parking on corner lots and through lots. This option would continue to prohibit off-street parking between a commercial building and front lot lines. This would not eliminate the landscape requirements for off-street parking (i.e. perimeter landscape areas, landscape islands, etc.).
4. Modify the prohibition by zoning district (i.e., allowing it in some, not in others) – Review each non-residential district (Office, Business, and Manufacturing) and the appropriateness within each district to eliminate the prohibition (Option #2) and/or modify to allowing in corner side yards or through lots (Option #3).
5. Modify the prohibition to make off-street parking in the front and/or corner side yard a Special Use – Modifying the process for the review would take the consideration from a Variation requiring a zoning hardship, and considered by the Zoning Board of Appeals, and shifting the review to a Special Use and heard by the Plan Commission. For your reference, attached are the standards for Variations as well as Special Uses.

Research of Neighboring Communities

Staff reviewed the regulations of nine neighboring communities and found that only two communities, Glenview and Niles, permit parking in front yards in all zoning districts. Three communities (Skokie, Des Plaines, and Wilmette) allow parking in front yards within some zoning districts. In these communities, relief from the regulation is reviewed as a zoning Variation. Three communities (Evanston, Morton Grove, and Park Ridge) were found to prohibit front yard parking by various zoning regulations and relief from the standard is considered via a zoning Variation. Winnetka advised staff that all off-street parking in commercial districts require Special Use approval.

Recent Variation Requests

Below is a summary of recent variation requests concerning front yard parking and the outcome.

Property Address	Date of Action	Project Type	ZBA or PC	Approved/Denied
3400 W Pratt	10/14/2015	New Construction – Senior Housing	PC	Recommended Approval 5-0 Village Board Concurred
6733 N Lincoln	9/2/2015	New Construction - Mixed use development containing apartments, office, and retail space with parking.	PC	Application Withdrawn by Petitioner

7370 N Cicero	6/17/2015	Parking Lot Expansion - Dental office	ZBA	Recommended Denial 7-0 VB Referred for Text Amendment
4007 W Touhy	3/20/2015	New Construction - Bank (The Private Bank)	ZBA	Recommended Approval 6-0 Village Board Concurred
7350 N Keeler	6/19/2013	Single-family Residential	ZBA	Recommended Denial 6-0 Village Board Concurred
6540 N Lincoln	1/16/2013	Existing Condition/Expansion - Medical office (IL Bone and Joint)	ZBA	Recommended Approval 6-0 Village Board Concurred
3837 Sherwin	9/12/2012	Single-family Residential	ZBA	Recommended Denial 5-0 Village Board Concurred

Prior Review of Regulation

In October 2012, the Village Board considered a Variation request made by the property owner of 3837 West Sherwin Avenue to permit off-street parking in front of the existing single-family residence. The property owner received an interior remodel permit to convert the attached garage into living space. By converting the attached garage into living space, the driveway no longer led to an approved parking space and the driveway became an off-street parking space in a front yard.

The Zoning Board of Appeals forwarded the Village Board a negative recommendation on the requested Variation. The Village Board continued the requested Variation indefinitely and directed the Plan Commission to review the off-street parking location requirements.

At its January 9, 2013 meeting, the Plan Commission considered the matter of allowed locations of off-street parking spaces. The Plan Commission reviewed the regulation for both residential and non-residential properties; however, the focus was at that time on residential properties. Several Plan Commission members stated that the existing standard is appropriate as written and that no change is needed. The Plan Commission concluded that if unique situations merit consideration a Variation may be sought.

Attachments:

1. Zoning Ordinance Section 7.06(5)
2. Commissioner Fishman Recommended Text
3. August 18, 2015 Village Board Minutes
4. Variation Standards
5. Special Use Standards

Close

Print

Resize:



Village of Lincolnwood, IL
Friday, October 9, 2015

Chapter 15. Zoning

Article VII. OFF-STREET PARKING AND LOADING

7.06. General standards for off-street parking facilities.

Off-street parking facilities shall be provided in accordance with regulations hereinafter set forth.

- (1) Use. Off-street parking facilities required herein listed shall be solely for the parking of automobiles of patrons, occupants, or employees. When bus transportation is provided for patrons, occupants or employees of a specific establishment, additional open or enclosed off-street parking spaces for each bus to be parked on the premises shall be provided in accordance with subsection 7.06(4) through (7) of this article.
- (2) Computation. When determination of the number of off-street parking spaces required by this Zoning Ordinance results in a requirement of a fractional space, any fraction of 1/2 or less may be disregarded while a fraction in excess of 1/2 shall be counted as one parking space.
- (3) Access. Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement.
- (4) Handicapped accessible spaces. The minimum number and dimension of parking spaces set aside as handicapped spaces shall be provided in accordance with the standards of the of the Illinois Capitol Development Board, as set forth in Illinois Accessibility Code, dated April 24, 1997, as may be amended from time to time.
- (5) In yards. Open-air, off-street parking spaces, may be located in any yard except a front yard and a side yard abutting a street, subject however to the provisions herein.
- (6) Design and maintenance.
 - a. Open and enclosed parking spaces. Parking spaces may be open-air or enclosed in a building and shall be accessed by a private drive that meets the following minimum aisle width standards:

Table 7.06.01

Parking Angle	Width (feet)	Length (feet)	One-Way (feet)	Two-Way (feet)
Parallel	9	22	12	20
30°	9	19	12	20
45°	9	19	16	20
60°	9	18	19	20
90°	9	18	20	24
Compact	9	16	20	25

Chapter 15. Zoning

Article VII. OFF-STREET PARKING AND LOADING

7.06. General standards for off-street parking facilities.

Off-street parking facilities shall be provided in accordance with regulations hereinafter set forth.

- (1) Use. Off-street parking facilities required herein listed shall be solely for the parking of automobiles of patrons, occupants, or employees. When bus transportation is provided for patrons, occupants or employees of a specific establishment, additional open or enclosed off-street parking spaces for each bus to be parked on the premises shall be provided in accordance with subsection 7.06(4) through (7) of this article.
- (2) Computation. When determination of the number of off-street parking spaces required by this Zoning Ordinance results in a requirement of a fractional space, any fraction of 1/2 or less may be disregarded while a fraction in excess of 1/2 shall be counted as one parking space.
- (3) Access. Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement.
- (4) Handicapped accessible spaces. The minimum number and dimension of parking spaces set aside as handicapped spaces shall be provided in accordance with the standards of the of the Illinois Capitol Development Board, as set forth in Illinois Accessibility Code, dated April 24, 1997, as may be amended from time to time.
- (5) In yards. Open-air, off-street parking spaces, may be located in any yard except a front yard and a side yard abutting a street, *insert A* subject however to the provisions herein.
- (6) Design and maintenance.
 - a. Open and enclosed parking spaces. Parking spaces may be open-air or enclosed in a building and shall be accessed by a private drive that meets the following minimum aisle width standards:

Table 7.06.01

Parking Angle	Width (feet)	Length (feet)	One-Way (feet)	Two-Way (feet)
Parallel	9	22	12	20
30°	9	19	12	20
45°	9	19	16	20
60°	9	18	19	20
90°	9	18	20	24
Compact	9	16	20	25

Insert A

provided, however, if the permitted on site parking is inadequate to meet the business needs and if the off site parking is limited and inadequate as determined by the Lincolnwood Chief of Police, parking shall be permitted in the front and side yard,

5. Approval of an Ordinance Concerning Case #PC-02-15 Amending Section 2.02 of the Zoning Ordinance Regarding the Definition of "Semiprivate Fence"
6. Approval of an Ordinance Terminating the Designation of and Dissolving the Special Tax Allocation Fund for the Touhy-Lawndale Redevelopment Project Area
7. Approval of a Resolution Authorizing the Village Manager to Execute a Renewal Agreement with American Traffic Solutions, Inc. for a One-Year Period, to Expire on August 20, 2016
8. Approval of an Ordinance Authorizing the Village Manager to Execute a Recreational Lease between the Village of Lincolnwood and Commonwealth Edison Company to Construct a Bike/Pedestrian Path

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

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

Regular Business

9. **Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-02-15 to Adopt a Resolution to Deny Certain Parking Lot Variations Requested at 7370 Cicero Avenue**

This item was presented by Mr. Clarke using PowerPoint.

Requested Variations

- *Relief from Zoning Prohibition on Off-Street Parking Located to Front of Building
 - Petitioner proposes to expand existing six space off-street parking lot by four additional parking spaces by extending 34 feet in front of building
- *Relief from Required Minimum Eight Feet Wide Perimeter Landscape Area for Off-Street Parking
 - Petitioner proposes no perimeter landscape (1.25 foot setback from property line is proposed)
- *Relief from Required Minimum Interior Off-Street Parking Landscape (Landscape End Cap)
 - Petitioner requests relief from this requirement (Nine feet x 18 feet required, eight feet wide proposed)

Sketches of property with proposed changes were exhibited.

Public Hearing

Held before ZBA on June 17, 2015

- *Except for Petitioner, No other testimony was received
- *Petitioner's Hardship Claims
 - Existing off-street parking not sufficient for dental practice
 - Middle age clients do not want to walk to street parking
 - Wants to be good neighbor by not having clients park in front of residential properties

ZBA Deliberations

- *Indicated claims of hardship appeared personal, self-created and not a specific hardship with land
- *Indicated the following Variation Standards are not met:
 - Variation is not applicable to other property
 - Variation is not solely to enhance value of property
 - That there is a particular hardship and not a mere inconvenience

*By 7-0 vote, ZBA recommends denial of variations requested to expand off-street parking lot at subject property.

Petitioner Dr. Constantin Izvanario, practice owner at 7370 N. Cicero addressed the Board.

Attorney Elrod clarified the request and stated that a hardship definition was not met.

Mr. Clarke provided additional information in response to questions from Trustees.

Trustee Patel moved to adopt the resolution denying and refer the matter back to the Plan Commission for review, seconded by Trustee Klatzco.

A study of all commercial area parking is required.

Attorney Elrod stated that the Village Manager will have purview. Petitioner needs to ensure safety issues.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

Manager's Report

*Mr. Wiberg stated that the work on Crawford is winding down

*The contract for streetlight replacement on Lincoln Avenue has been received

*The Village experienced a microburst on August 2nd. We were very hard hit. Our Public Works did an excellent job on clean-up with assistance from Arlington Heights, Northfield and Barrington.

*President Turry and Mr. Wiberg attended meetings regarding O'Hare modernization. New runways are having a significant impact on noise in Lincolnwood. Additional runways are planned for the next five years, which will hopefully reduce some of the air traffic over Lincolnwood.

The following residents wished to speak at this time, although Public Forum had not been announced.

Resident Steven Brodkey – 6721 N. Minnehaha addressed the Board with his concerns about the height of the planes as they come in to land at O'Hare. The reason they are flying low is that they use visual approaches. If they were to use the control tower from this distance it would require additional personnel.

Resident Irene Dominelli Camargo – 6648 Sauganash addressed the Board on the same issue as Mr. Brodkey. She stated that this has become a quality of life issue.

Jackie Boland of Edgebrook spoke regarding the fact that residents need to complain – numbers of complaints received could make a difference.

Forms will be made available to residents wishing to voice their complaints to the F.A.A.

Variation Standards

In determining whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance, there shall be taken into consideration the extent to which the following facts are established:

- a. The requested major variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;
- b. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;
- c. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same zoning district;
- d. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;
- e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- f. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
- g. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property;
- h. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood; and

Special Use Standards

The Board of Trustees, upon report and recommendation of the Plan Commission and without further hearing, may approve or deny an application for a special use, or may refer it back to the Plan Commission for further consideration. In determining whether to approve or deny an application for a special use, there shall be taken into consideration the extent to which the following facts are established:

- a. The special use is necessary for the public convenience at that location, and the subject property is deemed suitable for the use;
- b. The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;
- c. The special use would not cause substantial injury to the value of other property in the neighborhood in which it is located;
- d. The special use is consistent with the goals and policies of the Comprehensive Plan;
- e. The special use would not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the underlying zoning district;
- f. The special use is so designed to provide adequate utilities, access roads, drainage, or necessary facilities; and
- g. The special use is so designed to provide ingress and egress to minimize traffic congestion on public streets.



Plan Commission Staff Report

Case #PC-13-15

October 14, 2015

Subject Property: Text Amendment Consideration Applicable to B-1, B-2, B-3, O, and MB Districts

Requested Action: Text Amendment to Article VII Section 7.06(5) to consider parking in front and corner side yard of non-residential properties.

Petitioner: Village Board

Summary

Currently, the Zoning Ordinance permits open-air, off-street parking spaces in any yard except a front yard and a corner side yard (“front yard parking”). This requirement applies to all properties in Lincolnwood. The existing standard requires all newly constructed off-street parking spaces to be located to the side and rear of the principal structure on a lot.

This matter has been referred to the Plan Commission by the Village Board for consideration as it pertains to commercial property. This referral was prompted as the result of a Variation request by the owner of a dental practice at 7370 North Cicero Avenue. The dentist sought approval to expand an existing off-street parking lot into the front yard. The Zoning Board of Appeals unanimously recommended the Variation be denied. Subsequently, the Village Board directed the Plan Commission to review the prohibition of front yard parking.

Amending Section 7.06(5) would result in off-street parking located between the principal structure and a public street (either in a front yard or corner side yard). Many commercial properties have been developed previously with off-street parking located between the principal structure and the street. This existing condition is allowed as an existing legal non-conforming condition; however, all new/expanded parking lot construction cannot take place in the front yard or corner side yard unless a variation is granted.

Prior Review of Regulation

In October 2012, the Village Board considered a Variation request made by the property owner of 3837 West Sherwin Avenue to permit off-street parking in front of the existing single-family residence. The property owner received an interior remodel permit to convert the attached garage into living space. By converting the attached garage into living space, the driveway no longer led to an approved parking space and the driveway became an off-street parking space in a front yard.

The Zoning Board of Appeals forwarded the Village Board a negative recommendation on the requested Variation. The Village Board continued the requested Variation indefinitely and directed the Plan Commission to review the off-street parking location requirements.

At its January 9, 2013 meeting, the Plan Commission considered the matter of allowed locations of off-street parking spaces. The Plan Commission reviewed the regulation for both residential and non-residential properties; however, the focus was at that time on residential properties. Several Plan Commission members stated that the existing standard is appropriate as written and that no change is needed. The Plan Commission concluded that if unique situations merit consideration a Variation may be sought.

Research of Neighboring Communities

Staff reviewed the regulations of nine neighboring communities and found that only two communities, Glenview and Niles, permit parking in front yards in all zoning districts. Three communities (Skokie, Des Plaines, and Wilmette) allow parking in front yards within some zoning districts. In these communities, relief from the regulation is reviewed as a zoning Variation. Three communities (Evanston, Morton Grove, and Park Ridge) were found to prohibit front yard parking by various zoning regulations and relief from the standard is considered via a zoning Variation. Winnetka advised staff that all off-street parking in commercial districts require Special Use approval.

Recent Variation Requests

Below is a summary of recent variation requests concerning front yard parking and the outcome.

Property Address	Date of Action	Project Type	ZBA or PC	Approved/Denied
3400 W Pratt	10/14/2015	New Construction – Senior Housing	PC	PENDING
6733 N Lincoln	9/2/2015	New Construction - Mixed use development containing apartments, office, and retail space with parking.	PC	Recommended Approval 5-0 Pending Village Board
7370 N Cicero	6/17/2015	Parking Lot Expansion - Dental office	ZBA	Recommended Denial 7-0 VB Referred for Text Amendment
4007 W Touhy	3/20/2015	New Construction - Bank (The Private Bank)	ZBA	Recommended Approval 6-0 Village Board Concurred
7350 N Keeler	6/19/2013	Single-family Residential	ZBA	Recommended Denial 6-0 Village Board Concurred
6540 N Lincoln	1/16/2013	Existing Condition/Expansion - Medical office (IL Bone and Joint)	ZBA	Recommended Approval 6-0 Village Board Concurred
3837 Sherwin	9/12/2012	Single-family Residential	ZBA	Recommended Denial 5-0 Village Board Concurred

Considerations

Recently, improvements in the Village have occurred in creating designated on-street parking spaces on major roads such as Lincoln Avenue. The Village continues to review opportunities to better identify and improve the supply of on-street parking.

In administering the current off-street parking regulation prohibiting front yard parking, staff has not found that this prohibition has been an impediment to development. Projects such as Oberweis and Meatheads have been developed in compliance with this standard while other developments such as The Private Bank have sought and received Variations for their development.

The existing prohibition on front yard parking is one that can be categorized as a community aesthetic. The issue is whether or not it is appropriate for off-street parking spaces to be located between the public right-of-way and the principal structure. Front yard parking, especially absent any landscape screening, was considered one of the visual detriments of the Lincoln Avenue corridor by the Lincoln Avenue Task Force in its review of this corridor. To address this detriment, the Task Force recommended a number of measures including requiring a build-to line and placing parking at the rear of properties for new developments and encouraging the landscape screening of existing front yard parking located in the corridor.

Attachments:

1. Zoning Ordinance Section 7.06(5)

Request For Board Action

REFERRED TO BOARD: January 19, 2016

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-05-15 to Approve Variations for Corner Side Yard Setback, Finished First Floor Height, Residential Deck, and Residential Patio at the Property Located at 3455 West Albion Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Nathan Kipnis, architect, on behalf of John Dreuth, property owner of 3455 West Albion Avenue ("Petitioner"), request the following Variations:

1. Allow a new two-story addition to encroach into the required ten-foot corner side yard setback (Albion Avenue);
2. Allow the first floor of a two-story addition to match the existing non-conforming finished first floor height, in excess of the maximum three feet from top of curb;
3. Allow a deck in an interior side yard and within a required five-foot interior side yard; and
4. Allow a patio to be located within the required four-foot side yard.

These requested Variations are related to a proposed interior remodel and two-story addition to the existing single-family home at 3455 West Albion Avenue.

In addition to the above four Variations, this proposed project also includes a request for a Minor Variation in order to permit a second story addition to match the interior side yard setback of the existing nonconforming first floor. The Zoning Code was recently amended to treat second story additions that match an existing nonconforming first floor setback as a Minor Variation. Minor Variations are determined by the Zoning Officer which, in this case, has granted this Minor Side Yard Setback Variation.

VARIATION REQUESTS

The four requested Variations can be grouped into two basic categories:

1. Bulk Regulation Variations; and
2. Accessory Structure Variations.

Bulk Regulation Variation Requests

A Corner Side Yard Setback (Albion Avenue) Variation is requested. The proposed two-story addition to the west of the existing home includes a two-car garage with a second floor. This two-story addition has a corner side yard setback of 8 feet 7 inches from the corner side yard lot line. The Zoning Code requires a minimum corner side yard setback of ten feet. The corner side yard setback of the existing

home is considered legal nonconforming and has a corner yard setback of approximately 8 feet 6 inches. Encroachments into the required corner side yard are not eligible for the Minor Variation process.

A Variation request is also sought to allow the first floor of the proposed two-story addition to match the finished first floor height of the existing structure. The existing residence has a finished first floor height of approximately five feet three inches above top of curb. The Zoning Code limits a finished first floor height to not higher than three feet above the top of curb.

Accessory Structure Variation Requests

A side yard deck setback Variation is requested. The deck, as proposed, has a side yard setback of approximately 2 feet 11 3/8 inches. For the subject property, a five-foot side yard setback is required for the deck. In order to allow the proposed deck, which is intended to replace a raised concrete area that serves as a landing from an adjacent door, Variations to allow a deck in a side yard and to allow a deck closer than five feet from a side yard are requested.

A Variation is also sought to allow a patio to extend into a required side yard setback. The Zoning Code allows patios in interior side yards; however, subject to a minimum four-foot side yard setback. The proposed concrete patio, located in the side yard, is proposed to match the proposed deck and is set back approximately 2 feet 11 3/8 inches from the property line. Therefore, the Petitioner seeks a Variation to permit a patio to be located closer than four feet to the interior side lot line.

Public Hearing

The Zoning Board of Appeals (ZBA) considered these four Variation requests on December 16, 2015. The ZBA first deliberated the request to encroach into the required corner side yard setback. The ZBA indicated that the existing home is located within the required ten-foot corner side yard setback. The ZBA generally concluded that the proposed addition matches the existing legal nonconforming corner side yard setback of the home and, as a result, the intent of the Zoning Code has been met.

Similarly, the ZBA concurred that requiring the proposed addition to be constructed with a finished first floor height that is two feet three inches below the finished first floor height of the existing home would create an undue hardship. The ZBA also noted that several similar Variation requests have been approved to allow additions to match existing nonconforming finished first floor heights.

Concerning the requested deck and patio Variations, the ZBA reached consensus that the improvements are similar to existing conditions. The ZBA opined that the deck functions and is located similar to the existing raised concrete landing which it will replace. The ZBA agreed with the Petitioner that the patio is replacing an existing patio in the same area.

At the Public Hearing, no testimony was received from the public.

Zoning Board of Appeals Recommendation

In deliberating these matters, the members of the ZBA concluded that the variations requested did meet the hardship standards required to grant approval. The ZBA, by a 6-0 vote, recommends approval to:

1. Allow a new two-story addition to encroach one foot five inches into the required 10-foot corner side yard setback (Albion Avenue);
2. Allow the proposed finished first floor height of the proposed addition to match the existing non-conforming finished first floor height, (5 feet 3 inches in excess of the maximum finished for height of three feet from top of curb);
3. Allow a deck within an interior side yard and to extend 3 feet 5/8 inches into the required 5 foot interior side yard; and

4. Allow a patio to extend 2 feet 5/8 inches into the required minimum 4-foot interior side yard.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. December 16, 2015 ZBA Minutes (Draft)
2. Staff Report Dated December 16, 2015
3. Residential Zoning Variation Application
4. Zoning Calculations
5. Proof of Ownership
6. Site Plan
7. Plat of Survey
8. Construction Drawings
9. Property Photographs

RECOMMENDED MOTION:

Move to concur with the recommendation of the Zoning Board of Appeals to:

1. Allow a new two-story addition to encroach into the required 10-foot corner side yard setback (Albion Avenue);
2. Allow the first floor of the proposed addition to match the existing nonconforming finished first floor height;
3. Allow a deck within a side yard and to extend within a required interior side yard setback; and
4. Allow a patio to extend within a required interior side yard setback for the property located at 3455 West Albion Avenue and to direct the Village attorney to prepare an Ordinance for adoption.

DRAFT**V. Case #ZB-05-15: Public Hearing – 3455 Albion Avenue – Residential Variations**

Mr. Cook presented the Petitioner's request to permit additions and accessory structures at 3455 Albion Avenue which is a corner lot. The proposed site plan, plat of survey, floor plans, and elevations were presented for review. The requested Variations include a second story addition to the south of the existing two-story brick residence, as well as a two-car garage and second floor addition to the west of the existing building. Also included is approval for a deck within the side yard as well as Variations for a patio in the south side yard. For zoning orientation purposes, the Trumbull Avenue or east lot line is considered the front lot line. The corner side yard is Albion Avenue, the interior side lot line would be the south lot line, and the west lot line would be the rear lot line. The corresponding required setbacks are as follows: 25 feet for a front yard setback; minimum 10 feet for corner side yard; minimum 5 feet for interior side yard; and minimum 30 feet for a rear yard. The proposed addition does comply with current lot coverage requirements.

This proposed project requires two separate types of Variations; a Minor Variation and several being categorized as a Major Variation. Mr. Cook proceeded to explain the Minor Variation process which is similar in notice requirements to a Major Variation but does not require a hearing before the Zoning Board. Approval is granted by the Zoning Officer. This project was granted a Minor Variation due to the proposed addition matching an existing nonconforming setback.

The Variations requested include the following: A corner side yard setback Variation; a finished first floor height Variation; a Variation to permit a deck in the side yard; and a Variation to permit a patio closer than four feet to the side lot line. The corner side yard setback Variation is requested due to the addition proposed is at eight feet seven inches and the Zoning Code requires a minimum ten feet. This encompasses the new two-car garage and second story addition. The finished first floor height Variation is required for the proposed addition to match the existing five feet three inches in height. The Zoning Code establishes a maximum of three feet. The Variation to permit a deck in the side yard is required since decks are allowed in the rear yard only and a minimum five-foot setback from side and rear lot lines. The Petitioners are proposing a deck in the side yard approximately two feet eleven inches from the side lot line. The last request is for a Variation to permit a patio closer than four feet to a side yard. The Petitioners are proposing a patio in the side yard approximately two feet eleven inches from the lot line. The Zoning Code requires a minimum four-foot setback. The property currently has a patio in the same location.

Mr. Nathan Kipnis, the Petitioner's architect, 1642 Payne Street, Evanston, and Mr. John Dreuth, the homeowner, were sworn in. Mr. Kipnis outlined the proposed project and emphasized that they have tried to make the changes as minimal as possible.

Acting-Chairman O'Brien had an issue with the garage setback and thought that a nine-foot six-inch setback was justified and less intrusive. Mr. Kipnis replied that the garage lines up with the existing building which makes more sense architecturally.

Motion to recommend approval of the Corner Side Yard Variation, a Finished First Floor Height Variation, a Variation to Permit a Deck in the Side Yard, and a Variation to Permit a patio Closer than Four Feet to the Side Lot Line was made by Commissioner Nickell and seconded by Commissioner Keller.

Aye: Nickell, Keller, Grant, Ikezoe-Halevi, Vorobeychik, and Acting-Chairman O'Brien

Nay: None

Motion Approved: 6-0

VI. Approval of 2016 Zoning Board of Appeals Schedule

Motion to approve the 2016 Zoning Board of Appeals Schedule was made by Acting-Chairman O'Brien and seconded by Commissioner Nickell.

Aye: Acting Chairman O'Brien, Nickell, Grant, Ikezoe-Halevi, Keller, and Vorobeychik

Nay: None

Motion Approved: 6-0

VII. Approval of 2014-2015 Zoning Board of Appeals Biennial Report

Motion to approve the 2014-2015 Zoning Board of Appeals Biennial Report was made by Acting-Chairman O'Brien and seconded by Commissioner Nickell.

Staff stated that the Biennial Report will be heard by the Committee of the Whole at the March 15, 2016 meeting and that all members of the Zoning Board are invited to attend.

Aye: Acting Chairman O'Brien, Nickell, Grant, Ikezoe-Halevi, Keller, and Vorobeychik

Nay: None

Motion Approved: 6-0

VIII. Other Business

Commissioner Ikezoe-Halevi asked Staff if there was a way for the Zoning Board to receive the Trustee's recommendations on the cases they send for approval and whether they were recommended or not. Mr. Cook replied that he would provide updates of the cases reviewed by the Village Board and forward their comments and recommendations to the members of the Zoning Board. Mr. Cook added that the Plan Commission has asked for similar recommendations. Commissioner Keller asked if more training was on the schedule with the Village attorneys. Mr. Cook answered that a refresher course could be scheduled toward the end of the year and that he was available for any training if requested. Commissioner Ikezoe-Halevi asked the Zoning Board members if they would be willing to march as a group in the Memorial Day Parade.

IX. Next Meeting

The next meeting of the Zoning Board of Appeals is scheduled for Wednesday, January 20, 2016.

X. Public Comment

Acting-Chairman O'Brien asked if anyone in the audience would like to address the Zoning Board at this time. Let the record state that no one came forward.



Zoning Board of Appeals Staff Report

Case # ZB-05-15

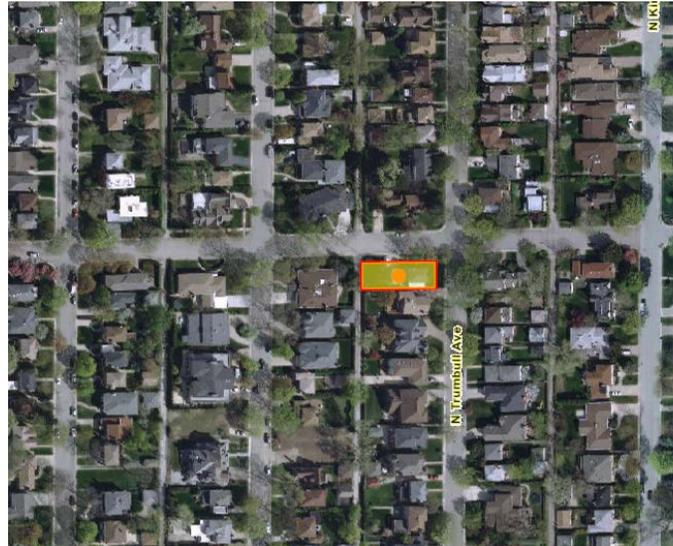
December 16, 2015

Subject Property:
3455 West Albion Avenue

Zoning District: R-3 Residential

Petitioner: Nathan Kipnis, Architect;
on behalf of John Dreuth - Property Owner

Nature of Request: The property owner is seeking Variations in order to allow additions and an interior remodel to the existing home at 3455 West Albion Avenue.



Requested Action:

Variations:

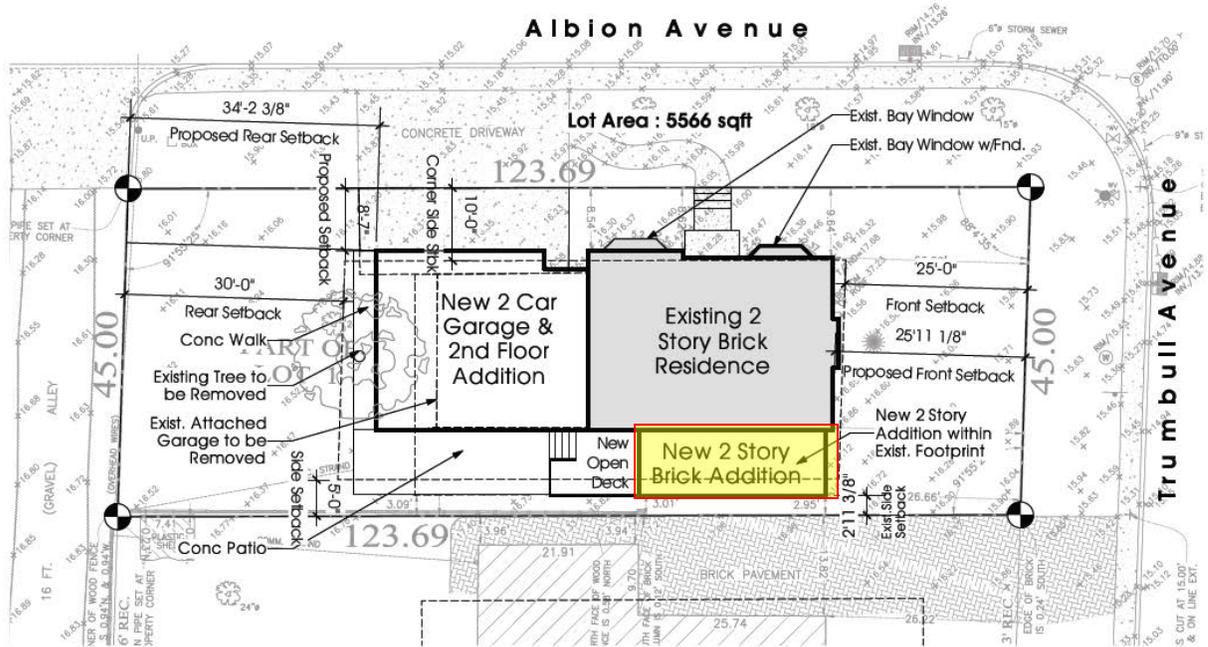
- 1) Reduce the required corner side yard setback (Section 4.11);
- 2) Permit the proposed addition to match existing finished floor height in excess of maximum three feet (Section 4.11);
- 3) Permit a deck within an interior side yard closer than four feet to side lot line (Section 3.10); and
- 4) Permit a patio closer than minimum four feet to interior side lot line (Section 3.10).

Notification: Notice in Lincolnwood Review dated November 26, 2015, Public Hearing Sign Installed at 3455 West Albion Avenue, and Mailed Legal Notices Dated November 26, 2015 to Properties within 250 feet.

Summary of Request

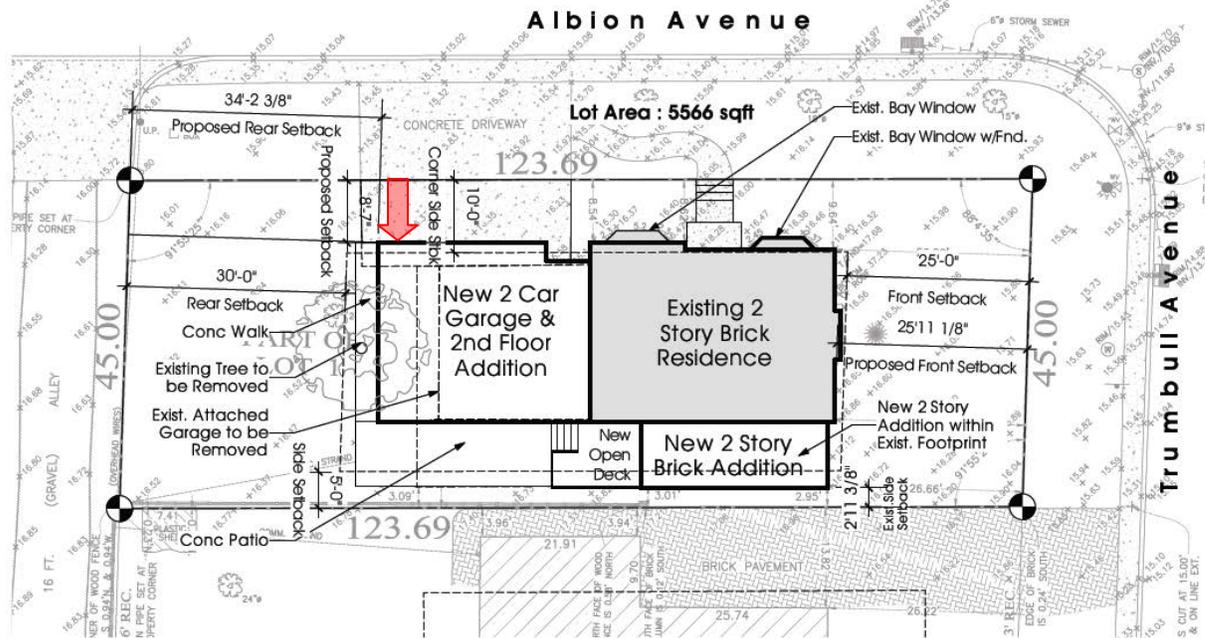
Consideration of a request by Nathan Kipnis, on behalf of John Dreuth Property Owner, for Variations associated with an interior remodel and addition to the existing single-family structure. The requested Variations are: 1) allow a new 2-story addition to encroach into the required 10-foot corner side yard setback (Albion Avenue); 2) allow the addition to match the existing nonconforming finished first floor height in excess of the maximum three feet; 3) allow a deck to be in an interior side yard and located closer than minimum five feet to side lot line; and 4) allow a patio be located closer than the minimum four feet to side lot line.

Minor Variation Request: As part of the project, a second story addition is proposed above an existing nonconforming first floor to the south of the property (highlighted below). As per the Zoning Code, a residential addition matching an existing legal nonconforming structure is subject to a Minor Variation process. This process includes notification of a request for Minor Variation to property owners within 250 feet. This notice was provided as part of the notice of the request for four Variations that are before the ZBA. The Minor Variation process is not subject to ZBA review and recommendation. Therefore, no action is needed by the ZBA on this item.



Major Variation Requests: The Petitioner seeks certain Variations needed in order to redevelop the property. These Major Variations are the subject of the Public Hearing and can be grouped into two basic categories: 1) Variations relative to single-family home bulk regulations; and 2) Variations relative to accessory structures. Below is a summary of the requested Variations.

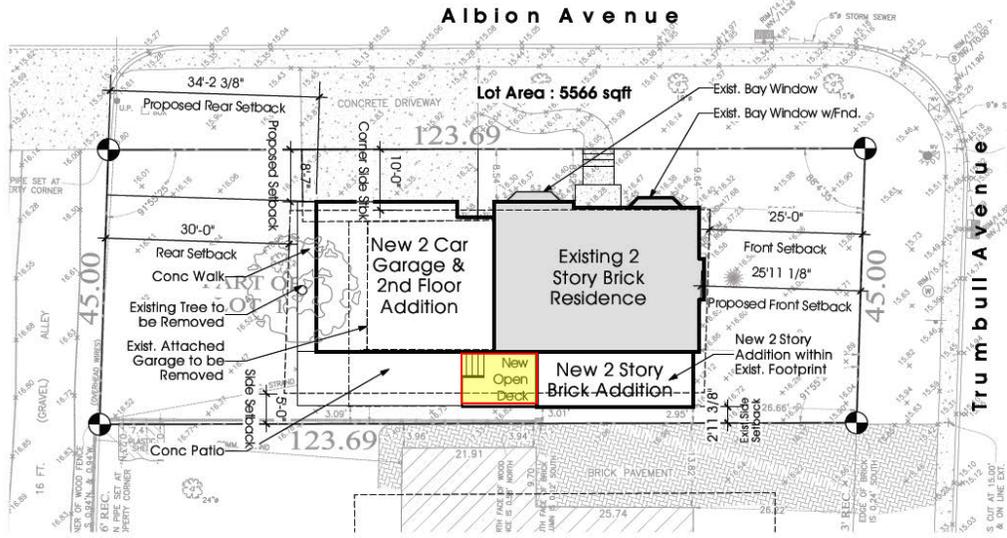
Corner Side Yard Setback Variation: The existing building is considered an existing legal nonconforming as to corner side yard setback (Albion Avenue). The proposed addition, a two-car garage and second floor addition is subject to the current setback regulations. The proposed addition has a setback of 8 feet 7 inches which is within the required ten-foot corner side yard setback. The existing home is setback approximately 8 feet 6 inches; however, encroachments into the required corner side yard are not eligible for the Minor Variation process. Therefore, the ZBA is requested by the applicant to review and recommend to the Village Board on this request.



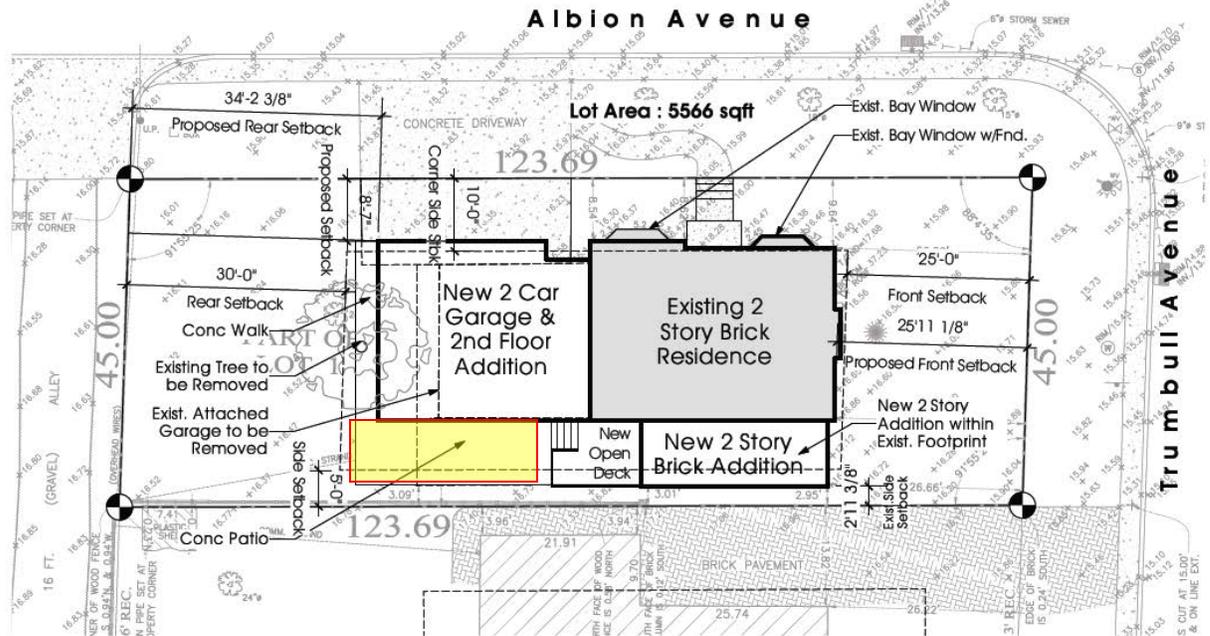
Finished First Floor Height Variation: The existing two-story residence is approximately five feet three inches above top of curb. The Zoning Code requires a maximum finished first floor height of three feet. In order to permit the additions to match the existing finished first floor as proposed, a Variation is required.

Since 2010, the Village has considered several like requests for single-family residential additions. There have been six requests for relief from the finished first floor height. In each case, relief was granted in order to permit an addition to match the existing nonconforming finished floor height.

Residential Deck Variation: The Zoning Code permits residential decks in the rear yard only. As proposed, a deck within the side yard is proposed. Currently, the property is improved in the general location of the proposed deck with a raised concrete area that serves as an exit to the adjacent door. In addition to restricting decks to the rear yard only, which would be on this corner lot to the west of the home, the Zoning Code restricts decks to be located within the required building setbacks. Applying that restriction to this property results in a required setback of five feet. As proposed, the deck is designed to match the existing side yard setback of the existing home, 2 feet 11 3/8 inches. As a result, the deck requires relief from the Zoning Code for permitted location and required setback. In 2011, a Variation was granted a side yard setback Variation to permit a deck to be installed to the rear of the existing home. The deck matched the existing setback of the home.



Residential Patio Variation: The Zoning Code permits residential patios in the interior side yard; however, patios must be located no closer than four feet from all side and rear property lines. As proposed, the patio is designed to match the existing side yard setback of the existing home, 2 feet 11 3/8 inches. As a result, the patio requires relief from the Zoning Code for required setback. As stated previously, the property is currently improved with a patio in the location of proposed patio and deck. In conducting research of all Variation requests since 2009, staff could not find any requests to permit an open patio to encroach into a required interior side yard setback.



Conclusion

The Petitioner seeks certain Variations to permit additions to the existing single-family home on a corner lot commonly known as 3455 West Albion Avenue. In order to improve the property as proposed, the following Variations are required:

- 1) Reduce the required corner side yard setback (Section 4.11);
- 2) Permit the proposed addition to match existing finished floor height in excess of maximum three feet (Section 4.11);
- 3) Permit a deck within an interior side yard closer than four feet to side lot line (Section 3.10); and
- 4) Permit a patio closer than minimum four feet to interior side lot line (Section 3.10).

The proposed addition complies with all other bulk regulations including but not limited to floor area ratio and building height. Staff has not been contacted by the public regarding this application.

Documents Attached

1. Residential Zoning Variation Application
 - a. Zoning Calculations
 - b. Proof of Ownership
 - c. Site Plan
 - d. Plat of Survey
 - e. Construction Drawings

Board Action Standards For Granting Relief

In determining whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance, the following standards shall be taken into consideration the extent to which the following facts are established:

<u>STANDARDS</u>	<u>Yes</u>	<u>No</u>
<i>a. The requested major variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;</i>		
Notes:		
<i>b. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;</i>		
Notes:		
<i>c. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same zoning district;</i>		
Notes:		
<i>d. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;</i>		
Notes:		
<i>e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;</i>		
Notes:		
<i>f. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;</i>		
Notes:		
<i>g. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property;</i>		
Notes:		
<i>h. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.</i>		
Notes:		

REQUIRED ATTACHMENTS *

Check all Documents that are Attached:

Plat of Survey	_____	Applicable Zoning Worksheet	_____
Site Plan	_____	Photos of the Property	_____
Proof of Ownership	_____	PDF Files of all Drawings	_____
Floor Plans	_____	Elevations	_____

**The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

COST REIMBURSEMENT REQUIREMENT

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: John Dreuth
Address: 3455 Albion Ave
City, State, Zip: Lincolnwood, IL 60712 847 275-4281

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I also understand that if I desire a Reasonable Accommodation from the Zoning Code based on disability or handicap, that I must complete and submit a different application for consideration and by submitting this application for a Variation, I am attesting that I am not seeking a Reasonable Accommodation. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

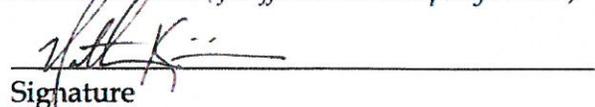
PROPERTY OWNER


Signature

JOHN DREUTH
Print Name

11/18/2015
Date

PETITIONER: (if Different than Property Owner)


Signature

Nathan Kipnis
Print Name

11.18.15
Date

VARIATION STANDARDS

To be approved, each Variation request must meet certain specific standards. These standards are listed below. After each listed standard, explain how your Variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested Variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

The requested variance for the side yard and corner side yard are consistent with the stated intent and purpose of the Zoning Ordinance and the Comprehensive Plan. The proposed work would have a positive affect on the taxable value of the parcel as well as avoid negative impacts to adjacent properties resulting from stormwater runoff. The proposed additions are in character of the existing home by means of using closely matched brick, similar proportioned and detailed windows and room forms. It is also a compatible scale to the adjacent homes in the neighborhood.

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

Due to the condition of the existing non-conforming addition on the south side of the building, the structure is in need of replacement. The proposed work would include rebuilding this addition within it's original footprint, as well as building a 2nd floor addition to expand the 2nd floor plan. The existing attached garage on the west end of the building also does not comply with the corner side yard setback. The proposed garage addition would be aligned with the main facade of the existing house, and therefore have a more uniform design, compatible with the existing style of the main house. The detailing of the new garage and 2nd floor would match the existing details of the home.

3. The conditions upon which the petition for the Variation is based would not be applicable generally to other property within the same Zoning District.

This is a unique situation in which an existing non-conforming addition was constructed and is in need of replacement. The garage is also in need of replacement both in terms of its construction as well as being under sized for a functional garage. The expansion of the 2nd floor over the additions would allow the resident to utilize the space with a new master suite, bedroom and reviewed bedroom and bath.

4. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

The purpose of the variance request is to adapt the existing home to the current needs of the resident. It is the intent of the owner to keep the property as their residence. This is the home that the owner grew up in.

VARIATION STANDARDS (Continued)

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

This is an existing condition, resulting from the narrow width of this corner lot and the existing placement of the original structure.

6. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

The granting of this variance will not affect the public welfare or have a negative affect to other properties or improvement in the neighborhood. It does not negatively impact the light nor ventilation of the adjacent home.

7. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

The variance requested has been minimized as much as possible while allowing the desired improvements to the 2nd floor and remainder of the home.

8. The proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

The proposed addition will be similarly sized to the structures already present on the site.



**VILLAGE OF LINCOLNWOOD
COMMUNITY DEVELOPMENT DEPARTMENT**

PUBLIC HEARING FEES AND DEPOSIT SCHEDULE

Plan Commission

Hearing Type	Hearing Fee*	Hearing Deposit**
Special Use - Non Residential Property	\$500	\$2,000
Special Use - Residential Property	\$250	NA
Reasonable Accommodation	\$250	\$2,000
Text Amendment	\$500	\$2,000
Map Amendment	\$500	\$2,000
Planned Unit Development (PUD) 0 to 5 Acres	\$1,250	\$10,000
Planned Unit Development (PUD) 5 to 10 Acres	\$2,500	\$10,000
Planned Unit Development (PUD) Over 10 Acres	\$3,000	\$10,000
Minor Subdivision	\$250	NA
Major Subdivision	\$500	\$2,000

Zoning Board of Appeals

Hearing Type	Hearing Fee*	Hearing Deposit**
Major Variation - Non Residential Property	\$500	NA
Major Variation - Residential Property	\$250	NA
Variation - Off-Street Parking	\$500	NA
Variation - Design Standards	\$250	NA
Minor Variation	\$125	NA
Sign Variation/Special Signs	\$500	NA

* Hearing fees are non-refundable.

** Hearing deposits shall be applied to out-of-pocket expenses incurred by the Village as the result of the Public Hearing process. If additional costs are incurred, or if no deposit is provided, such out-of-pocket expenses will be billed directly to the applicant.



VILLAGE OF LINCOLNWOOD
COMMUNITY DEVELOPMENT DEPT.

Zoning Calculations
New Single-Family House

Please fill out this form for all permits involving New Single-Family Dwellings

ADDRESS 3455 Albion Ave

ZONING DISTRICT R-3

TOTAL LOT AREA = WIDTH 45.0 X LENGTH 123.69 = 5566.05 Sq.Ft.

ZONING SETBACKS

FRONT YARD SETBACK

Required

Proposed

25 Ft.

25.93 Ft.

INTERIOR SIDE YARD SETBACK

5 Ft.

2.95 Ft.

INTERIOR **CORNER SIDE YARD SETBACK** (Please circle one)

10 Ft.

8.59 Ft.

REAR YARD SETBACK

30 Ft.

34.20 Ft.

DISTANCE BETWEEN HOUSE AND ACCESSORY BLDG.

Minimum 15 Ft.

N/A Ft.

ZONING CALCULATION INSTRUCTIONS

		Permitted	Proposed Total
60% TOTAL LOT COVERAGE (Lot area)	<u>5566.05</u> X .60 =	<u>3339.63</u> Sq.Ft.	<u>2490.12</u> Sq.Ft.
35% BUILDING COVERAGE (Lot area)	<u>5566.05</u> X .35 =	<u>1949.12</u> Sq.Ft.	<u>1753.32</u> Sq.Ft.
50% FRONT YARD COVERAGE (Front yard)	<u>1125.0</u> X .50 =	<u>562.5</u> Sq.Ft.	<u>0.0</u> Sq.Ft.
30% REAR YARD BLDG. COV. (Rear yard)	<u>1350.0</u> X .30 =	<u>405.0</u> Sq.Ft.	<u>0.0</u> Sq.Ft.
60% or 66% F.A.R. (Lot area)	<u>5566.05</u> X .60 = (X .66)	<u>3673.59</u> Sq.Ft.	<u>3247.1</u> Sq.Ft.

AREA CALCULATIONS

	Proposed		Proposed
A. CELLAR OR BASEMENT	<u>931.1</u> Sq.Ft.	E. DRIVEWAY/APRON	<u>255.55</u> Sq.Ft.
B. 1ST FLOOR	<u>929.9</u> Sq.Ft.	F. SIDEWALK	<u>73.72</u> Sq.Ft.
C. 2ND FLOOR	<u>932.6</u> Sq.Ft.	G. PATIO/OTHER IMPERVIOUS SURF.	<u>407.54</u> Sq.Ft.
D. ACCESSORY BUILDINGS	<u>0</u> Sq.Ft.		

TOTAL SQUARE FOOTAGE FOR PERMIT FEE CALCULATION

BASEMENT OR CELLAR + B + C + D + HABITABLE ATTIC = 2793.6 Sq.Ft.

HOUSE HEIGHT (Measured from top of street curb)

Permitted

Proposed

Maximum 35 Ft.

27.5 Ft.

FINISHED FIRST FLOOR HEIGHT (Measured from top of street curb)

Maximum 3 Ft.

3.94 Ft.

VARIATION REQUIRED

No

Yes

For Interior Side Yard and Corner Side Yard

The undersigned hereby acknowledges the accuracy of the above information and accepts full responsibility for any discrepancies or inaccuracies.

Nathan Kipnis
Nathan Kipnis
Licensed Architect Signature & Stamp



11.18.15
Date



Cook County Property Tax and Payment Information

Printed copies of this information may not be used as a tax bill. Payments must be submitted with original tax bill.

Property Index Number (PIN): **10-35-414-040-0000**

2014 Tax Year Information - Payable in 2015

Tax Year: 2014 Tax Type: Current Tax Volume: 130 Classification: 2-05

Property Location

3455 ALBION AVE
LINCOLNWOOD, IL 60712-3845

To update contact the Cook County Assessor's Office at 312.443.7550.

Mailing Information

LEROY E DREUTH
3455 WALBION AV
LINCOLNWOOD, IL 60712-3845

To update your mailing information [click here](#).

Exemption Information

Homeowner Exemption: **YES**

Senior Citizen Exemption: **YES**

Senior Freeze Exemption: **NO**

If you are entitled to an exemption you did not receive, [click here](#).

To check if you received exemptions on previous tax years, [click here](#).

Tax Billing Information

Installment	Tax Amount Billed	Tax Due Date
1st	\$4,198.21	03/03/2015
2nd	\$3,637.78	08/03/2015

Tax Payment Information

The balance due, including any penalty, is as of Tuesday, November 17, 2015.

Payments processed are posted through Monday, November 16, 2015.

Installment	Total Amount	Tax Amount	Penalty Amount	Last Payment Received	Debit
1st	\$0.00	\$0.00	\$0.00	\$4,198.21	
2nd	\$0.00	\$0.00	\$0.00	\$3,637.78	

BALANCE DUE:

\$0.00

Return to PIN Summary

For Tax Years 2013 and prior, the Cook County Clerk's office can help you with redemption and delinquent inquiries regarding these prior year's taxes.

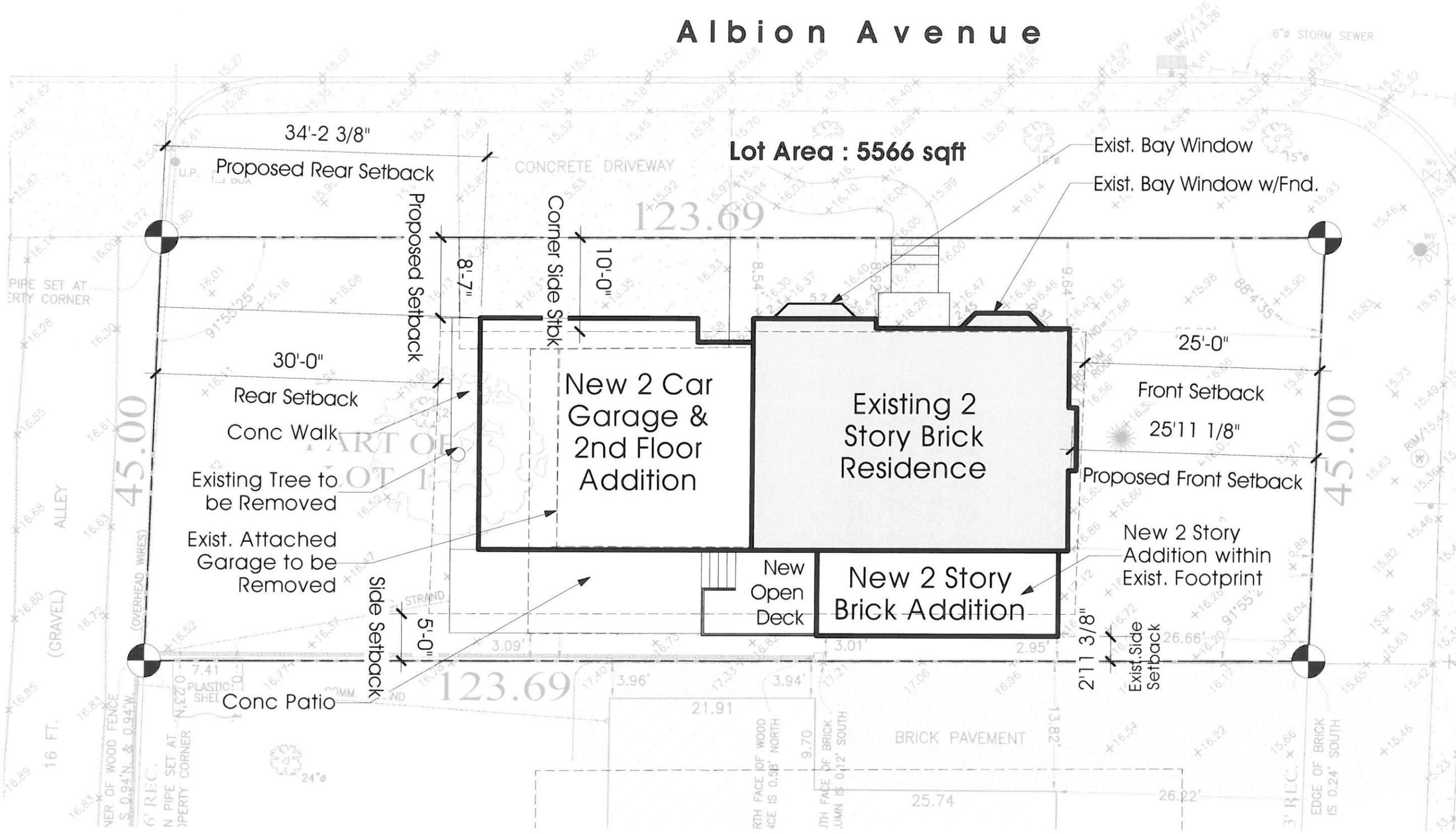
You may reach the Clerk at:

Main Number: 312.603.5656

You may find frequently asked questions and additional information at the Clerk's Office's website:

<http://www.cookcountyclerk.com>

Albion Avenue



Lot Area : 5566 sqft

Zoning Data

Zoning District	R-3
Lot Area	5,566.05 s.f.
Max. F.A.R.	0.66 = 3,673.59 s.f.
Max. Land Coverage (Bldg)	0.35 = 1,949.12 s.f.
Front Yard Setback	25'0"
Side Yard (Albion Ave) Setback	10'0"
Interior Side Yard Setback	5'0"
Rear Setback	30'0"
Max. Building Height	35'0"
	Proposed
	0.59 = 3,247.1 s.f.
	0.32 = 1,753.32 s.f.
	25'11 1/8"
	8'7 1/8"
	2'11 3/8" No Change
	34'2 3/8"
	27'6"

Renovation & Addition
Dreuth Family
 3455 W. Albion
 Lincolnwood, Illinois

Site Plan
 Scale: 3/32" = 1'0"
 11.18.15





MM SURVEYING CO., INC.

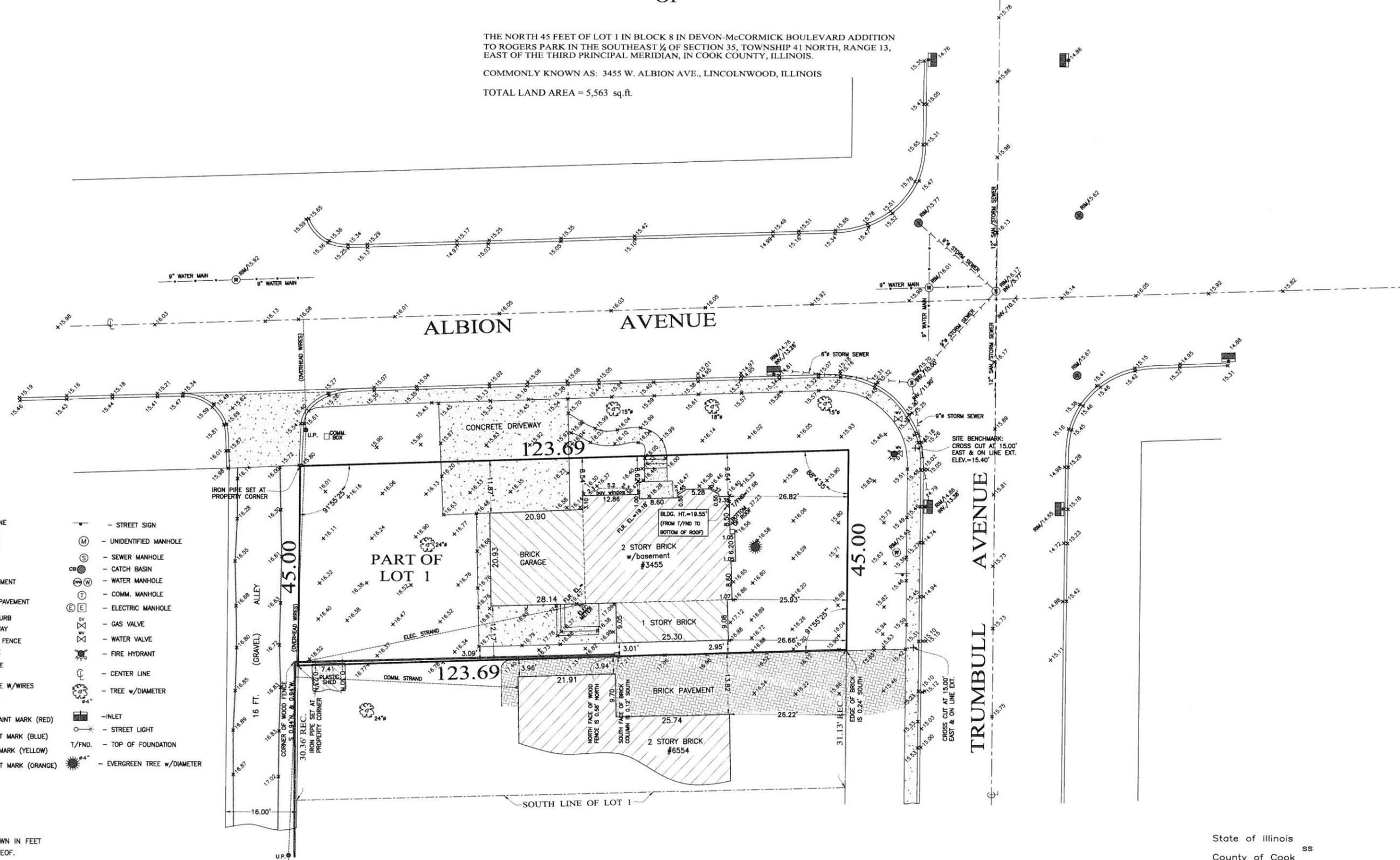
PROFESSIONAL DESIGN FIRM No. 184-003233

Boundary & Topographic Survey OF

THE NORTH 45 FEET OF LOT 1 IN BLOCK 8 IN DEVON-McCORMICK BOULEVARD ADDITION TO ROGERS PARK IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3455 W. ALBION AVE., LINCOLNWOOD, ILLINOIS

TOTAL LAND AREA = 5,563 sq.ft.



- LEGEND:**
- - - - - SANITARY LINE
 - - - - - STORM LINE
 - W - WATER LINE
 - G - GAS LINE
 - [Hatched Box] - BRICK PAVEMENT
 - [Dotted Box] - CONCRETE PAVEMENT
 - B/C - BACK OF CURB
 - R.O.W. - RIGHT OF WAY
 - x - CHAIN LINK FENCE
 - o - IRON FENCE
 - w - WOOD FENCE
 - U.P. - UTILITY POLE W/WIRES
 - ☆ - WALL LIGHT
 - 1^E - ELECTRIC PAINT MARK (RED)
 - 1^W - WATER PAINT MARK (BLUE)
 - 1^G - GAS PAINT MARK (YELLOW)
 - 1^C - COMM. PAINT MARK (ORANGE)
 - (M) - UNIDENTIFIED MANHOLE
 - (S) - SEWER MANHOLE
 - (CB) - CATCH BASIN
 - (W) - WATER MANHOLE
 - (CM) - COMM. MANHOLE
 - (EM) - ELECTRIC MANHOLE
 - (G) - GAS VALVE
 - (V) - WATER VALVE
 - (FH) - FIRE HYDRANT
 - (CL) - CENTER LINE
 - (T) - TREE w/DIAMETER
 - (I) - INLET
 - (SL) - STREET LIGHT
 - (T/FND) - TOP OF FOUNDATION
 - (ET) - EVERGREEN TREE w/DIAMETER

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

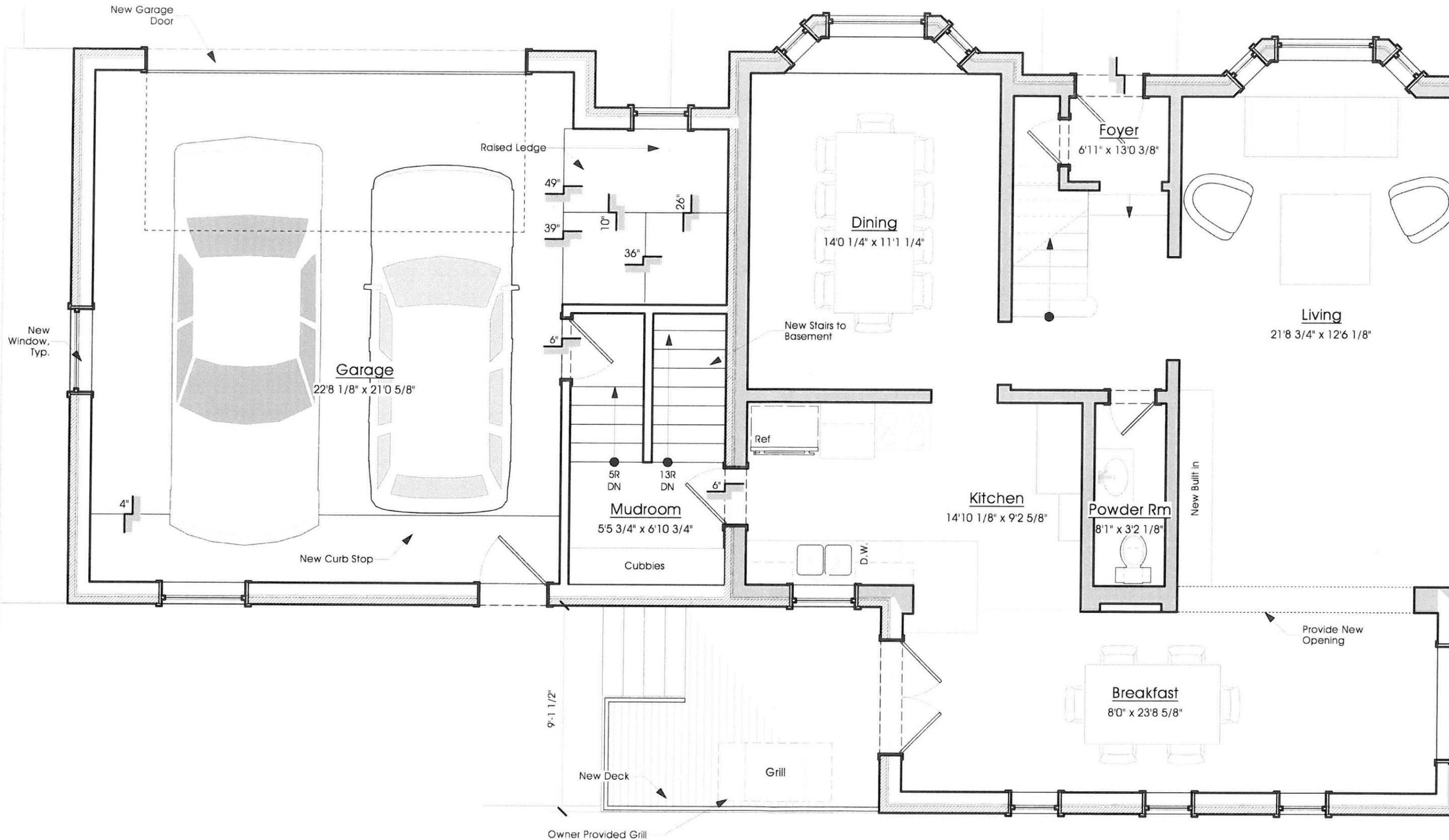
Order No. 85750
Scale: 1 inch = 16 FEET
Field Completion Date: 12 NOVEMBER 2015
Ordered by: KIPNIS ARCHITECTURE & PLANNING

BENCHMARK: NO. 197
64.4 FT. SOUTH OF THE SOUTH LINE OF W. DEVON AVE. AND 5.7 FT. WEST OF THE EAST LINE OF N. KEDZIE AVE.
ELEVATION = 15.291' (CITY OF CHICAGO BENCHMARK DATUM)

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR DEED, TITLE POLICY AND LOCAL ZONING ORDINANCE, ETC.
LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE COMPARED WITH DEED AND/OR TITLE POLICY.
ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

State of Illinois
County of Cook
We, M M Surveying Co., Inc., do her certify that we have surveyed the at described property and that the plat hereon drawn is a correct represent of said survey.

Signature: _____
Date: NOVEMBER 18, 2015



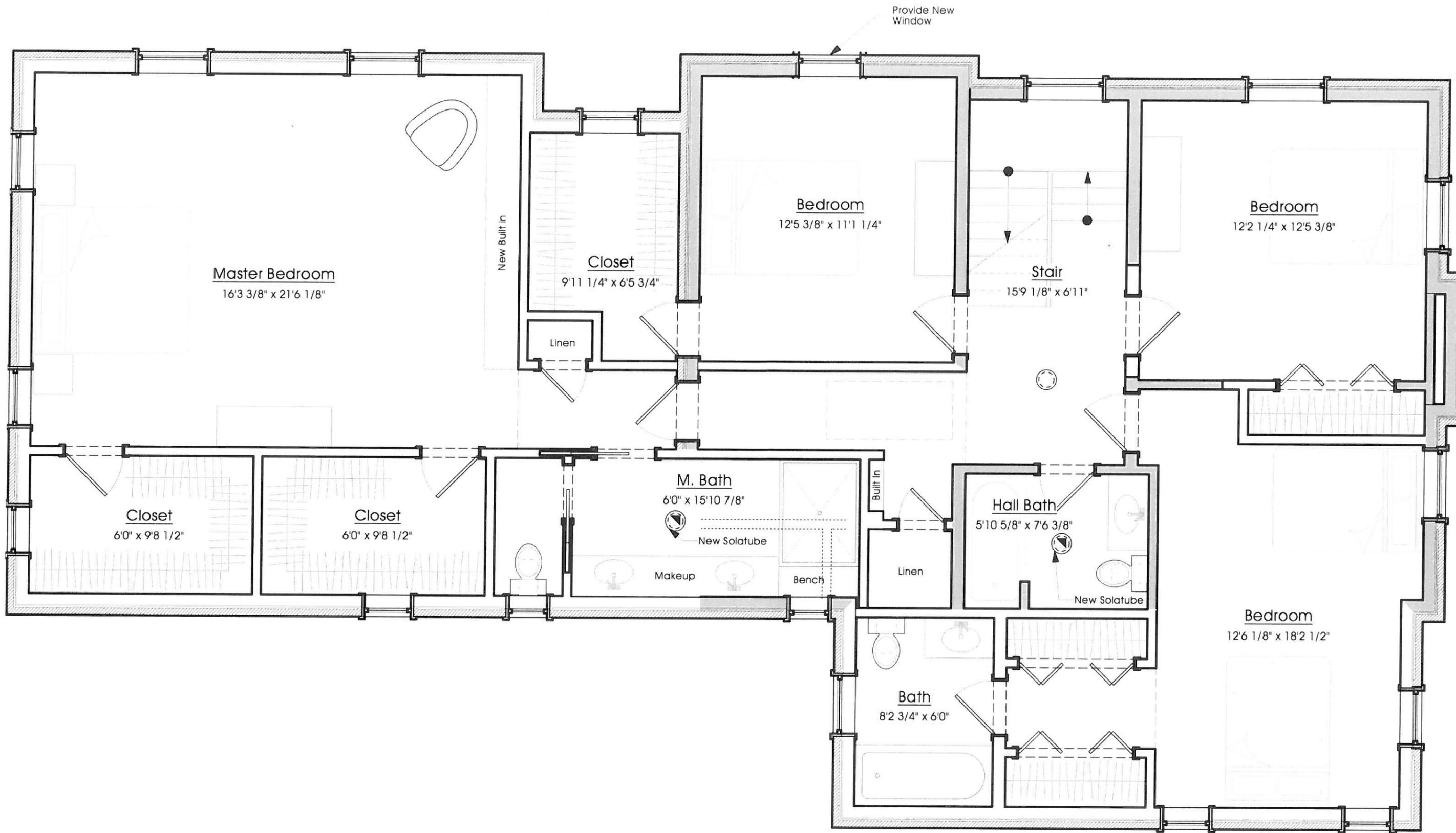
Renovation & Addition
 Dreuth Family
 3455 W. Albion
 Lincolnwood, Illinois

Proposed First Floor Plan

Scale: 1/4" = 1'0"

11.18.15





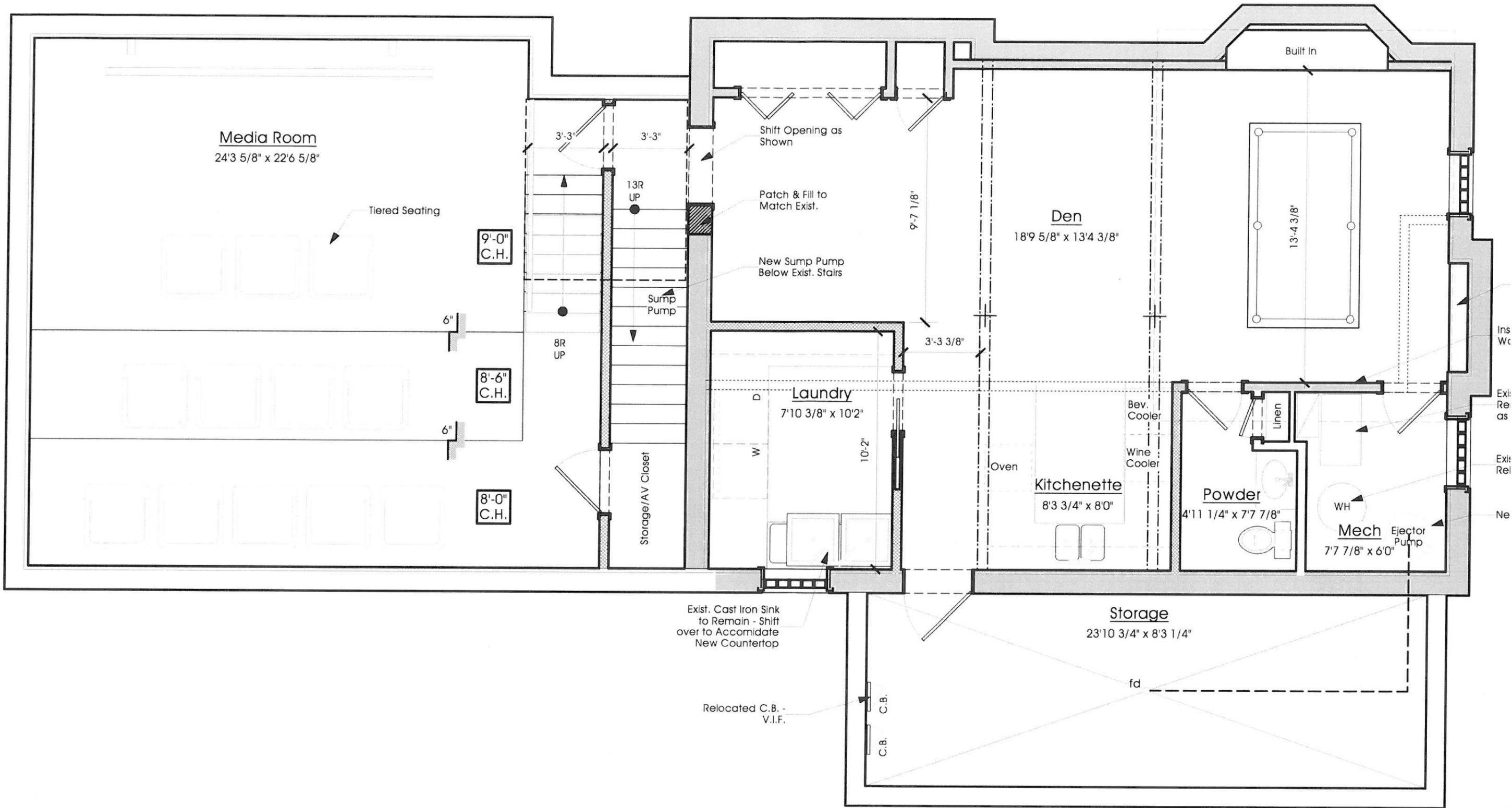
Renovation & Addition
 Dreuth Family
 3455 W. Albion
 Lincolnwood, Illinois

Proposed Second Floor Plan

Scale: 1/4" = 1'0"

11.18.15





Renovation & Addition
Dreuth Family
3455 W. Albion
Lincolnwood, Illinois

Proposed Basement Plan

Scale: 1/4" = 1'0"

11.18.15





Renovation & Addition
 Dreuth Family
 3455 W. Albion
 Lincolnwood, Illinois

Proposed North Elevation

Scale: 1/4" = 1'0"

11.18.15

T.O. Roof.
27'-5 1/2"

B.O. 2nd Flr. Ceiling
20'-11 7/8"

T.O. 2nd Flr.
12'-11 7/8"

T.O. 1st Flr.
3'-11 1/4"

Grade
0"

T.O. Basement
-4'-1 1/2"

New Exist



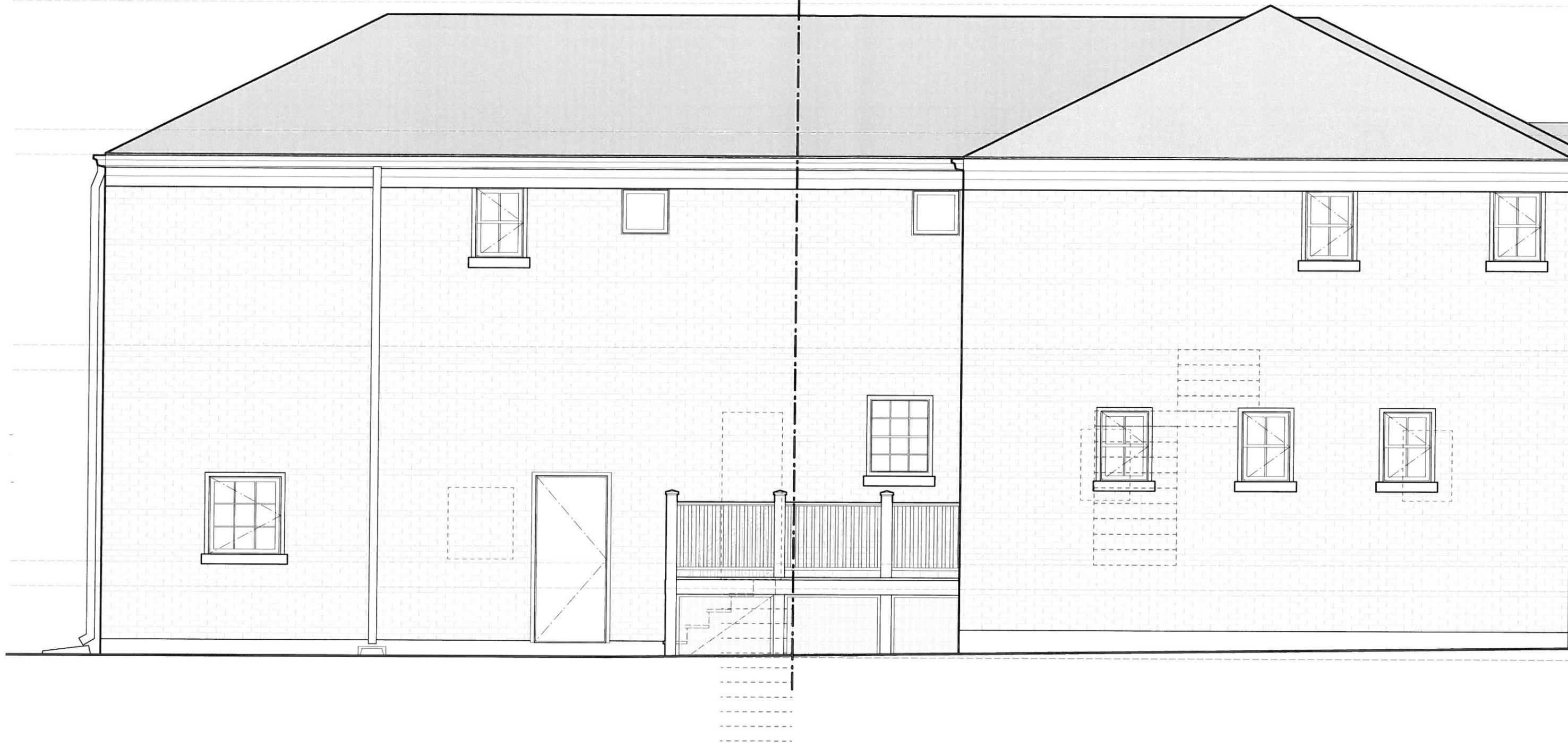
Renovation & Addition
 Dreuth Family
 3455 W. Albion
 Lincolnwood, Illinois

Proposed East Elevation

Scale: 1/4" = 1'0"

11.18.15

New ← ● → Exist

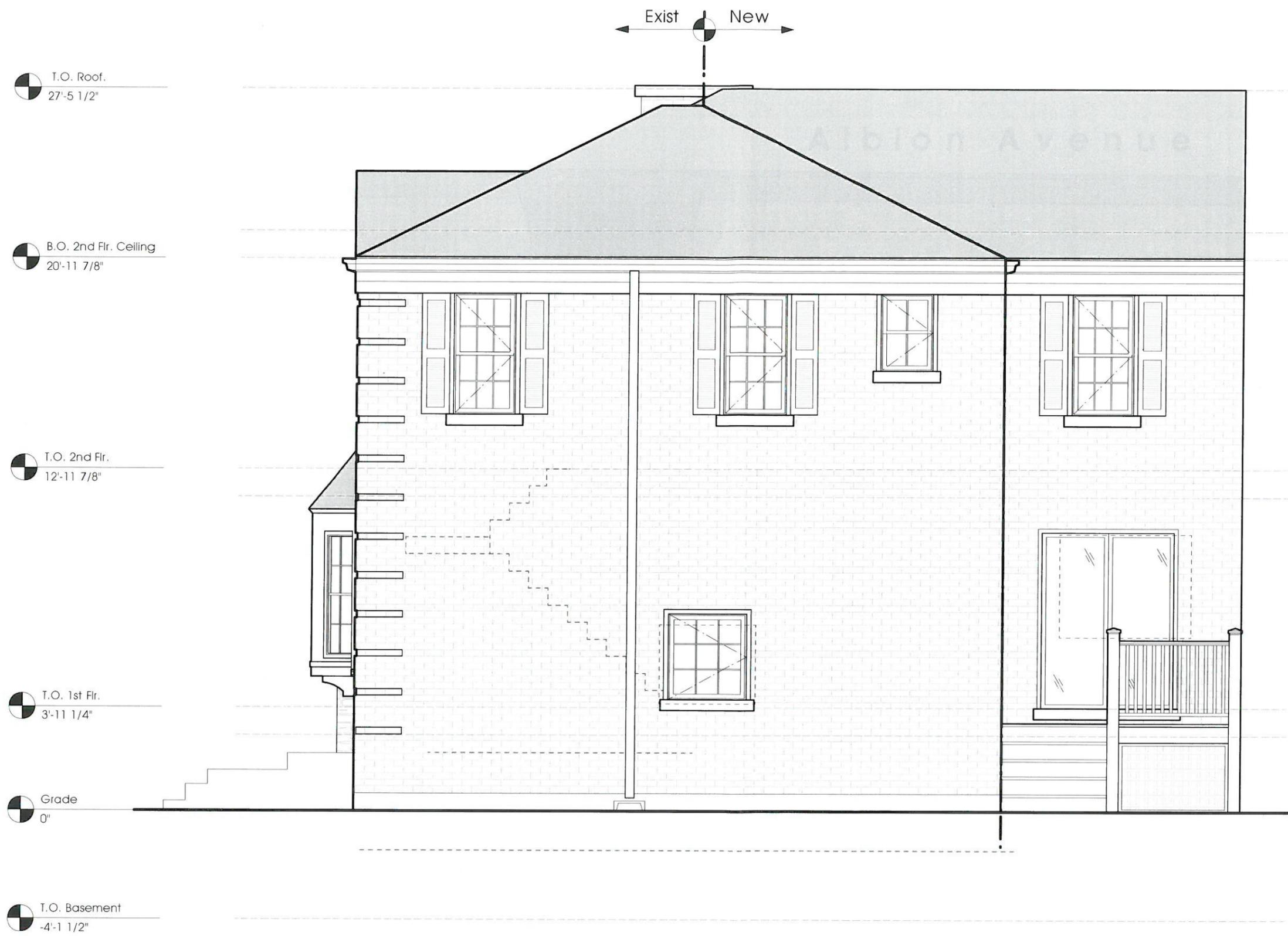


Renovation & Addition
Dreuth Family
3455 W. Albion
Lincolnwood, Illinois

Proposed South Elevation

Scale: 1/4" = 1'0"

11.18.15



Renovation & Addition
 Dreuth Family
 3455 W. Albion
 Lincolnwood, Illinois

Proposed West Elevation

Scale: 1/4" = 1'0"

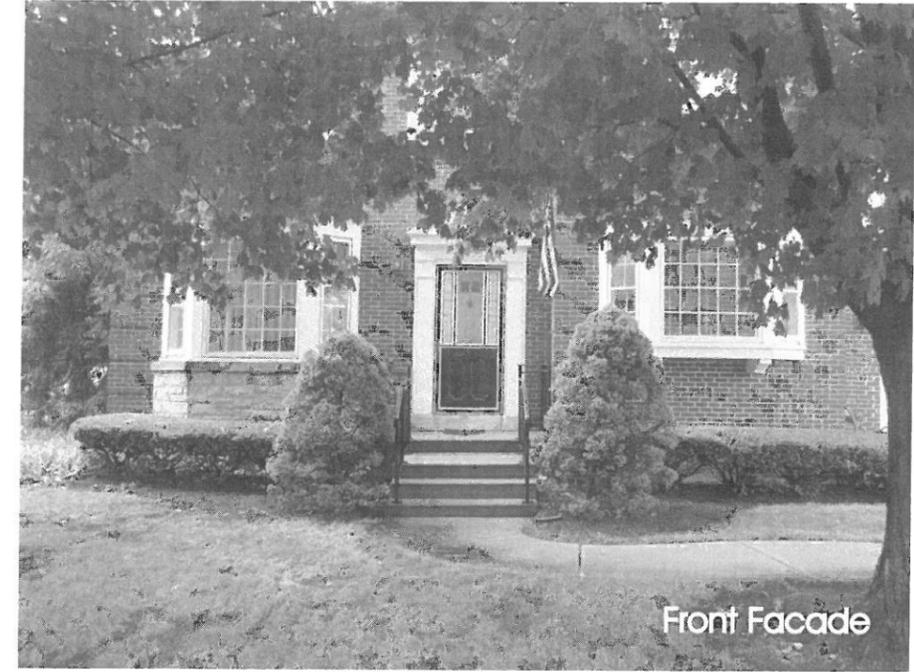
11.18.15



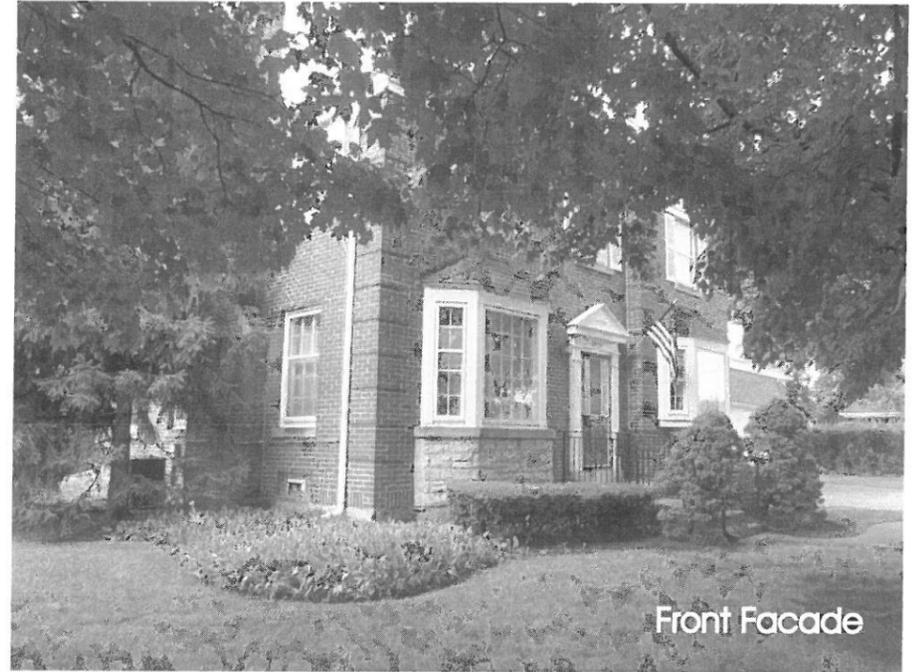
Front (Northwest) Facade



Existing Setback Conditions



Front Facade



Front Facade



Southeast Facade



Existing Garage

Exist. Photo

Renovation & Addition
Dreuth Family
3455 W. Albion
Lincolnwood, Illinois

11.18.15

kipnis
ARCHITECTURE+P

1142 Payne Street, 1st Floor
Chicago, IL 60610
312.364.9850

Request For Board Action

REFERRED TO BOARD: January 19, 2016

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Local Agency Agreement as Required by the Illinois Department of Transportation for Participation in the Congestion Mitigation Air Quality Grant Program for Land Acquisition of the Union Pacific Railroad Property

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2009, the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant to fund 80% of the cost to acquire the former Union Pacific railway land to install a bike path in the future. In November of 2010 the Village was notified that the grant was received.

The original grant award was for \$4,800,000. Upon receiving the initial appraisal for the land, the Illinois Department of Transportation reduced the grant amount to \$2,995,000. On November 20, 2012 the Village Board approved a local agency agreement for acquisition of the land for the reduced grant amount. After the local agency agreement was approved negotiations for the purchase of the land continued, resulting in a negotiated purchase price of \$4.6 million, as such the Village requested a reinstatement of funds to the original grant amount of \$4,800,000. The attached local agency agreement reflects the updated grant amount.

On December 15, 2015 the Village Board approved a purchase and sales agreement for the purchase of the Union Pacific railroad property. A closing on the property is slated for March of 2016 with construction of the path to begin in the summer of 2016.

FINANCIAL IMPACT:

\$4.6 million; to be funded through a combination of grant funding and Tax Increment Financing (TIF) funds.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Proposed Local Agency Agreement

RECOMMENDED MOTION:

Move to approve an Ordinance approving an amendment to the local agency agreement for the Union Pacific bike path project.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-_____

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE LOCAL AGENCY AGREEMENT FOR
THE UNION PACIFIC BIKE PATH PROJECT**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2016.

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

Village Clerk

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016- _____

AN ORDINANCE APPROVING AN AMENDMENT TO
THE LOCAL AGENCY AGREEMENT FOR
THE UNION PACIFIC BIKE PATH PROJECT

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

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

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

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

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

WHEREAS, on November 20, 2012, the Village President and Board of Trustees adopted Ordinance No. 2012-3024, approving, among other things, the Local Agency Agreement to reflect a CMAQ grant for the Project in the amount of \$2,995,000.00; and

WHEREAS, due to the necessity of additional funds to complete the Project, the Village and IDOT desire to enter into an amendment to the Local Agency Agreement to reflect a new total Project amount of \$4,600,000 ("**Amendment**"); and

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

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

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

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

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

SECTION 4. 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 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2016.

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

ATTESTED and FILED in my office this
_____ day of _____, 2016

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

#38304130_v2

EXHIBIT A

AMENDMENT TO LOCAL AGENCY AGREEMENT

 Illinois Department of Transportation Local Public Agency Amendment # for Federal Participation	Local Public Agency Village of Lincolnwood	State Contract <input type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input checked="" type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 09-00051-00-BT	Fund Type: CMAQ		ITEP / SRTS / HSIP Number(s)	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R-90-006-10	CMM-9003(545)

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

Location

Location Union Pacific Multi-Use Trail Route Off System Length 1.1 mi
Termini Devon Avenue (southern limits) to Touhy Avenue (northern limits)

Current Jurisdiction LA TIP Number _____ Existing Structure No n/a

Amended Division of Cost

Type of Work	CMAQ	%	%	LPA	%	Total
Participating Construction	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	
Right of Way	3,680,000	()	()	920,000	()	4,600,000
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials						
TOTAL	\$ 3,680,000			\$ 920,000		\$ 4,600,000

*Maximum FHWA (CMAQ) participation 80% not to exceed to \$4,600,000

NOTE:

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

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

Local Public Agency Appropriation

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

ADDENDA

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

(Insert addendum numbers and titles as applicable)

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

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

APPROVED

Local Public Agency

Gerald C. Turry

Name of Official (Print or Type Name)

Village President

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

(Signature)

Date

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

DUNS Number 085870525

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

Request For Board Action

REFERRED TO BOARD: January 19, 2016

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Approving a Supplemental Statement of Work Under an Agreement with Municipal GIS Partners, Inc. for GIS Support Services

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In August of 2005 the Village entered into a membership agreement for the Geographical Information Systems Consortium (GISC) and its service provider, Municipal GIS Partners (MGP). On March 17, 2015, the Village Board authorized the execution of a three year agreement with the GISC service provider (expiring in 2018). The agreement states that MGP will present a projected utilization and service rate adjustment to the GISC Board, on which the Village has a representative, on an annual basis for approval. For 2016, the GISC Board approved an average increase of 4.4% to the hourly rates. However, the hourly utilization of higher level employee classifications has decreased based on actual usage, thereby slightly reducing the Village's overall obligation compared to 2015. Table 1 provides a summary of the rates and hours for 2015 and 2016.

Classification	2015		2016	
	Rate	Hours	Rate	Hours
GIS Specialist	\$72.40	0	\$75.50	0
GIS/RAS Specialist	\$75.90	329	\$79.00	329
GIS Coordinator	\$91.80	33	\$96.10	33
GIS Analyst	\$91.80	33	\$96.10	33
GIS Platform Administrator	\$114.70	34	\$119.70	28
GIS Application Developer	\$114.70	34	\$119.70	28
GIS Manager	\$114.70	34	\$119.70	28
Total Obligation	\$42,729.30		\$42,388.40	

Over the last ten years the Village has received substantial benefit from the GIS Consortium database. These improvements have included the addition of a zoning layer, address grids, street intersections, Tax Increment Financing districts, parking restrictions, street sweeping, snow plow routes, water and sewer utilities, tree inventory, and five phases of the photometric mapping program. In addition, three browser based software programs called MapOffice, MapOffice Advanced and ArcView were implemented for staff and the public. These programs allow staff to create custom maps for presentations and planning, as well as allow the public to access information about their properties through the Consortium's website <http://www.gisconsortium.org>.

Over the coming year, several new layers and projects are planned. These include:

- Hydrant flushing
- Street light issue analysis
- Sidewalk condition rating support
- Emergency management planning and scenario support
- Public hearing case tracking
- Comprehensive Plan mapping
- Bike/walking path management
- Integration with the Village's document management software (Laserfiche)

The attached Resolution authorizes the Village Manager to execute a supplemental statement of work agreement with the GIS Consortium consultant adjusting the hourly rates.

FINANCIAL IMPACT:

\$17,250 is budgeted in the fiscal year 2015-2016 Information Technology budget for contract GIS services and \$25,528 is budgeted in the in the fiscal year 2015-2016 Water and Sewer fund for contract GIS services for a total of \$42,778. GIS software is owned by the Village and is budgeted separately.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Supplemental Statement of Work Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving a supplemental statement of work under an agreement with Municipal GIS Partners, Inc. for GIS support services.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

**A RESOLUTION APPROVING A SUPPLEMENTAL STATEMENT OF WORK
UNDER AN AGREEMENT WITH
MUNICIPAL GIS PARTNERS, INC., FOR GIS SUPPORT SERVICES**

WHEREAS, the Village is a member of the GIS Consortium ("*Consortium*"), an organization comprised of municipalities in northeastern Illinois, which Consortium shares the cost of establishing a regional Geographic Information Systems program ("*Program*"); and

WHEREAS, on behalf of its members, the Consortium has selected Municipal GIS Partners, Inc. ("*MGP*"), for the provision of services related to the Program ("*GIS Support Services*"); and

WHEREAS, on March 17, 2015, the Village President and Board of Trustees adopted Resolution No. 2015-1838, approving an agreement with MGP for GIS Support Services for the period beginning May 1, 2015, and ending April 30, 2018 ("*Agreement*"); and

WHEREAS, pursuant to Section 1.2 of the Agreement, the Village and MGP may enter into a supplemental statement of work for the performance of additional GIS Support Services not included within the scope of the Agreement ("*Additional Services*"); and

WHEREAS, the Village President and Board of Trustees desire to enter into a supplemental statement of work for the performance of Additional Services by MGP under the Agreement ("*Supplemental Statement of Work*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Supplemental Statement of Work with MGP will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF SUPPLEMENTAL STATEMENT OF WORK. The Supplemental Statement of Work by and between the Village and MGP is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF SUPPLEMENTAL STATEMENT OF WORK. The Village Manager and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Supplemental Statement of Work only after receipt by the Village

Clerk of at least one original copy of the Supplemental Statement of Work executed by MGP; provided, however, that if the executed copy of the Supplemental Statement of Work is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

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

ATTESTED and FILED in my office this
_____ day of _____, 2016

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

#38292316_v1

Exhibit A

Supplemental Statement of Work

Supplemental Statement of Work

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated May 1, 2015 (the "Contract") between the Village of Lincolnwood, an Illinois municipal corporation (the "Municipality") and Municipal GIS Partners, Incorporated (the "Consultant"), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2016 ("SOW"):

1. Description of Additional Services:

No additional services beyond such Services described in any previously approved SOWs to the Contract are added by this SOW.

2. Project Schedule/Term:

This SOW does not amend or renew the Initial Term set forth in the Contract. For the avoidance of doubt, the Initial Term set forth in the Contract expires three (3) years from the Effective Date of May 1, 2015.

3. Projected Utilization:

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2016 and ending December 31, 2016 is set forth in this SOW as follows:

- A. X hours of GIS Specialist
- B. 329 hours of GIS/RAS Specialist
- C. 33 hours of GIS Coordinator
- D. 33 hours of GIS Analyst
- E. 28 hours of GIS Platform Administrator
- F. 28 hours of GIS Application Developer
- G. 28 hours of GIS Manager

4. Service Rates:

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2016 and ending December 31, 2016 is set forth in this SOW as follows:

- A. \$ 75.50 per hour for GIS Specialist

- B. \$ 79.00 per hour for GIS/RAS Specialist
- C. \$ 96.10 per hour for GIS Coordinator
- D. \$ 96.10 per hour for GIS Analyst
- E. \$ 119.70 per hour for GIS Platform Administrator
- F. \$ 119.70 per hour for GIS Application Developer
- G. \$ 119.70 per hour for GIS Manager

Total Not-to-Exceed Amount for Services (Numbers): \$42,388.40.

Total Not-to-Exceed Amount for Services (Figures): forty-two thousand three hundred eighty-eight dollars and forty cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

SIGNATURE PAGE FOLLOWS

Signature Page to Supplemental Statement of Work

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of _____, 2015.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Office Administrator

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President

Request For Board Action

REFERRED TO BOARD: January 19, 2016

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Extend the Professional Janitorial Services Contract with Best Quality Cleaning, Inc. for \$38,760 for One Year

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On December 22, 2006 a Request for Proposals (RFP) for professional janitorial services was posted because staff found that the then current janitorial company, Perfect Cleaning's services were unsatisfactory. The RFP outlined the services that needed to be performed at Public Works, Village Hall, Community Center, Police Department, and the Fire/Building Departments. Specifications were sent to 28 firms and advertisements were submitted to the Pioneer Press and Dodge Report. On January 17, 2007 the Public Works Department received seven proposals for janitorial services. Results of the proposals can be found below:

Company	Annual Cost (\$)	Minimum Daily Man Hours	Provided Service to Village in the Past
Crystal Maintenance	38,280	12	YES - Unsatisfactory
Unimax	38,450	12	NO
Perfect Cleaning	40,200	12	YES - Unsatisfactory
1 st Quality Maintenance	41,520	12	YES - Unsatisfactory
Unlimited Services	43,560	14	YES - Unsatisfactory
G & V Cleaning	56,400	8	NO
Best Quality Cleaning Inc.	65,460*	14	NO

*Staff negotiated Best Quality Cleaning Inc.'s proposal to an annual cost of \$47,000 with 12 daily man hours

On February 1, 2007 the Village Board awarded a professional janitorial contract to Best Quality Cleaning, Inc. for one year with the option to renew. Throughout the first year of the contract staff was pleased with their services. On January 23, 2008 Best Quality Cleaning, Inc.'s contract was renewed with a modification that allowed for the contractor to utilize environmentally-friendly cleaning products at all municipal facilities for glass cleaner, floor soap, counters, stainless steel and washroom fixtures. The modification allowed for additional compensation to the contractor in the amount of \$200 per month for the use of environmentally-friendly cleaning products. This modification increased the annual contract price negotiated in 2007 by \$2,400 per year. On February 5, 2009 the Village Board renewed the janitorial contract for an additional year with the same price, terms and conditions of the contract renewed on January 23, 2008.

In 2010, due to the state of the economy, staff met with Best Quality Cleaning, Inc. to discuss ways to reduce the contract price for fiscal year 2010/2011. Staff was able to negotiate a reduced contract in the

amount of \$38,760 for a savings of \$10,640 during fiscal year 2010/2011. The reduced contract modified the following services:

Location	Current Services	Modified Services
Police Station	6 days/week- full clean	4 days/week-full clean 2 days/week-washrooms & lunchrooms
Fire Station	6 days/week-full clean	4 days/week-full clean 2 days/week-washrooms & lunchrooms
Village Hall	5 days/week-full clean	3 days/week-full clean 2 days/week- washrooms & lunchrooms
Public Works	5 days/week-full clean	3 days/week-full clean 2 days/week- washrooms & lunchrooms
Community Center	7 days/week-full clean	5 days/week-full clean 2 days/week- washrooms & lunchrooms

Since 2010 the Village Board has renewed the contract for an additional year each year with a continuation of the modified services contract that was negotiated in 2010.

Staff continues to be satisfied with the quality and level of service provided by Best Quality Cleaning, Inc. A monthly status meeting is held between the Public Works Department Administration and the contract representative to discuss any concerns or issues. In addition, a weekly meeting is held between the Cleaning Supervisor and designated staff in each Department to ensure that the services are maintained at a satisfactory level. Best Quality Cleaning, Inc. has satisfactorily met the contract specifications for the last six years. Therefore, staff is requesting that their contract be extended for one additional year as allowed by the 2007 contract with a continuation of the modified services agreement. The cleaning will include the following:

- Clean inside and outside of stove warming ovens, and microwave
- Clean inside and outside of refrigerator
- Clean inside and outside of cabinets
- Clean and sanitize all counter tops and back splash (move items to clean)
- Scour sink
- Spot clean walls
- Detail sweep and mop floor
- Wipe down wastebasket inside and out
- Scrub floor - 1 time per month

FINANCIAL IMPACT:

Funds will be budgeted accordingly in the Public Works Building Maintenance Fund for FY 2016/2017.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Agreement Extension with Contract
3. Best Quality Cleaning, Inc.'s Letter of Intent to Renew

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the Village Manager to extend the professional janitorial services contract with Best Quality Cleaning, Inc. for one year in the amount of \$38,760

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE PROFESSIONAL JANITORIAL SERVICES CONTRACT WITH BEST QUALITY CLEANING, INC., OF FRANKLIN PARK, ILLINOIS

WHEREAS, on February 13, 2007, the Village entered into an agreement with Best Quality Cleaning, Inc., of Franklin Park, Illinois ("*Best Quality*"), for the provision of professional janitorial services ("*Agreement*"); and

WHEREAS, pursuant to Section 24.14 of the Agreement, the Village and Best Quality may mutually agree to extend the Agreement for additional one-year terms; and

WHEREAS, the Village and Best Quality have mutually agreed to extend the Agreement for additional one-year terms for calendar years 2008 through 2015; and

WHEREAS, the Village and Best Quality now desire to further extend the Agreement for an additional one-year term, beginning on March 1, 2016 ("*2016 Agreement Extension*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the 2016 Agreement Extension with Best Quality will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF 2016 AGREEMENT EXTENSION. The 2016 Agreement Extension by and between the Village and Best Quality is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF 2016 AGREEMENT EXTENSION. The Village Manager and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the 2016 Agreement Extension upon receipt by the Village Clerk of at least one original copy of the 2016 Agreement Extension executed by Best Quality; provided, however, that if the executed copy of the 2016 Agreement Extension is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

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

ATTESTED and FILED in my office this
_____ day of _____, 2016

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

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EXHIBIT A

2016 AGREEMENT EXTENSION



AGREEMENT EXTENSION

FOR AND IN CONSIDERATION of their mutual promises, the Village of Lincolnwood (hereinafter "VILLAGE") and Best Quality Cleaning, Inc. (hereinafter "CONTRACTOR") hereby agree to adopt and continue each and every one of the conditions contained in the Agreement dated February 13, 2007 a copy of which is attached hereto. The undersigned agree that the service agreement dated February 13, 2007, is further modified as follows:

1. The Contractor shall provide general cleaning of the areas according to specifications and service as stated below:
 - Police Station- 4 days full clean, 2 days just washrooms and lunchrooms
 - Fire Station- 4 days full clean, 2 days just washrooms and lunchrooms
 - City Hall- 3 days full clean, 2 days just washrooms and lunchrooms
 - Public Works- 3 days full clean, 2 days just washrooms and lunchrooms
 - Community Center- 5 days full clean, 2 days just washrooms and lunchrooms

Green products will be used for cleaning.

The crew will arrive in the evening.

The above will be completed for a fee of \$3,230.00 per month.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this day _____ of _____, 2016.

INDEPENDENT CONTRACTOR

VILLAGE OF LINCOLNWOOD

Authorized Representative (Sign)

Timothy C. Wiberg
Village Manager

Title of Authorized Representative

ATTEST:

Beryl Herman
Village Clerk

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("**Agreement**" or "**Contract**") is made as of this 13 day of February 2007, by and between the VILLAGE of LINCOLNWOOD, 6900 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS, 60712, an Illinois Home Rule Municipality (the "**Village**") and BEST QUALITY CLEANING, INC. (the "**Contractor**").

WHEREAS, the Village Corporate Authorities ("**Corporate Authorities**") authorized an agreement for a 2007 Professional Janitorial Services (the "**Services**").

WHEREAS, all candidates received the following Request for Proposals documents ("**RFP Documents**") from the Village:

- A. Notice and Instructions (attached hereto as **Exhibit "A"**);
- B. RFP Specification Booklet (attached hereto as **Exhibit "B"**) containing the following items:
 - 1. General Conditions and Instructions
 - 2. Proposal

collectively described as the ("**RFP Documents**") which are incorporated into and made part of this Agreement (as defined herein below) by this reference.

WHEREAS, on January 17, 2007 the Village received the lowest responsible RFP for the Services from Contractor.

WHEREAS, on February 1, 2007 the Village Board of Trustees ("**Board**") authorized the Contractor to perform Professional Janitorial Services in the Village's Public Facilities as a part of the Village's 2007 Professional Janitorial Services Request for Proposals.

WHEREAS, the Village wishes to retain the Contractor under the terms and conditions of this Agreement.

WHEREAS, the Contractor wishes to be retained by the Village under the terms and conditions of this Agreement.

NOW THEREFORE IN CONSIDERATION of their mutual promises, the parties agree as follows:

1.0 ENTIRE AGREEMENT. This Agreement, including **Exhibits "A" through "E"** (collectively the "**Contract Documents**") when properly signed, is the only form which will be recognized by the Village, supersedes all previous communications and negotiations, and constitutes the entire agreement ("**Agreement**") between the parties. No terms stated by the Contractor in accepting or acknowledging this Agreement shall

be binding upon the Village unless duly approved and accepted in writing by the Village. The Contractor may not assign this Agreement without the Village's prior written consent. No waiver of a breach or any provision of the Agreement shall constitute a waiver of any other breach of such provision or of any other provisions. This Agreement shall specifically apply to the Proposal submitted by the Contractor dated January 17, 2007 and awarded by the Village on February 1, 2007 for the Project. Professional Janitorial Services will be performed at the prices submitted on page 3 of the Addendum to the original Proposal.

2.0 INCORPORATION OF RFP DOCUMENTS. All of the RFP Documents are specifically incorporated in this Agreement by reference and are made a part hereof.

3.0 CONTRACT BOND. Contractor's completed Contract Bond is attached hereto as Exhibit "C".

4.0 CONTRACTOR'S DUTIES AND OBLIGATIONS UNDER THE AGREEMENT.

4.1 Commencement and Completion of Duties. The Contractor is retained to perform the duties and obligations in this Agreement and in the Proposal which is attached hereto as Exhibit "B" and which is specifically incorporated by reference as part of this Agreement. This Agreement shall commence on the date that this Agreement is executed by the Village.

4.2 Contractor's Services. The Contractor agrees that it shall undertake all Services necessary and incident to achieve the timely completion of the Services as specifically set forth in the RFP Specifications, except for those duties and obligations specifically imposed upon, or assumed by, any contractor(s), pursuant to contract(s) therefore with the Village.

4.3 Work to Conform to Specifications. The Contractor performing the Work hereunder shall comply in all respects to the specifications set forth in the RFP Documents.

4.4 Degree of Care. The Contractor shall perform all Services with that degree of skill and care reasonably expected from members of its profession performing work on projects of comparable size and complexity and in strict compliance with all applicable laws, codes and governmental regulations and specifications.

4.5 Completion Date. Contractor shall begin the services on March 1, 2007 and shall end the services on February 29, 2008.

5.0 INDEPENDENT CONTRACTOR. Neither Contractor nor its employees, representatives or subcontractors are in any sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed or engaged by the Contractor is an independent contractor.

6.0 RESPONSIBILITY. The Contractor will be responsible for performing all work and/or supplying all materials as specified and insure proper conduct of the work as well as proper operation of any equipment installed as per this Agreement.

7.0 CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS. If Contractor uses any subcontractors to perform any of the Services, Contractor will be responsible for supervision, quality control, warranty, payment and insurance of and for all work performed by the subcontractor. Contractors will ensure that all subcontractors are operating in compliance with all applicable federal and state laws and local ordinances.

7.1 Professional Licenses. Contractor shall obtain a copy of the current license (or evidence of verification thereof) of any subcontractor who is required by any federal, state law or local law to hold such a license. Contractor shall make such licenses available to the Village on request.

7.2 Insurance. Contractor shall require that any subcontractor have insurance coverage which is equivalent to Contractor's insurance requirement under this Agreement. Contractor shall make subcontractor's insurance policies or evidence thereof available to the Village on request.

7.3 Monitor Subcontractor's Progress. The Contractor shall monitor the progress and performance of all subcontractors. The Contractor shall promptly give notice and recommend courses of action to the Village if the contract requirements are not being fulfilled and, with the concurrence of the Village, initiate the directive that corrective action be taken by the appropriate responsible party.

7.4 No Contractual Arrangement with the Village. Nothing in these contract documents shall create any contractual arrangement between any subcontractor and the Village.

8.0 VILLAGE'S RESPONSIBILITIES UNDER THE AGREEMENT. The Village shall cooperate with the Contractor in order to enable the Contractor to perform its work hereunder and shall direct its employees, agents, contractors to reasonably cooperate with the Contractor. The Village shall assist the Contractor by placing at its disposal all available information pertinent to the Services, including previous reports and any other data relative to planning of the Services.

9.0 DOCUMENTS TO BECOME VILLAGE PROPERTY. The Contractor's plans, specifications, synopses, surveys, plans, illustrations, drawings, specifications, estimates, memoranda, tables, charts and catalogues and other documents including all documents on electronic and magnetic storage media, prepared pursuant to this Agreement shall become Village property once the Village has compensated the Contractor pursuant to this Agreement.

10.0 INSURANCE AND INDEMNIFICATION.

10.1 Insurance Coverage. The Contractor shall purchase and maintain during the term of this Agreement, insurance coverage which will satisfactorily insure it against claims and liabilities which could arise in connection with this Agreement. The forms of coverage, limits of liability, deductibles or self-insured portions, insurance provider and premium for such insurance coverage are subject to the Village's prior review and approval. The Contractor shall be responsible for payment of all policy deductibles. The insurance coverage required is as follows:

- a. **Commercial General Liability Insurance.** Commercial General Liability Insurance protecting against any and all public liability claims which may arise in the course of performance of this Agreement and all subcontracts hereunder. The limits of liability for bodily injury shall not be less than \$1,000,000 per person, including death, and \$1,000,000 per occurrence. The limits of liability for property damage shall not be less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.
- b. **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance including employers non ownership and hired car coverage, protecting against automobile claims whether on or off the Village's premises with bodily injury limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000 per occurrence.
- c. **Worker's Compensation Insurance.** Worker's Compensation Insurance covering any and all claims which may arise because of the Worker's Compensation and Occupational Disease Acts of the State of Illinois. The employer's liability section of the Worker's Compensation policy shall have a limit of not less than \$500,000 and shall be consistent with the statutory limits of liability.
- d. **Errors and Omissions Insurance.** Professional Errors & Omissions Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. **An Umbrella Insurance Policy** in an amount not less than \$1,000,000.
- f. **Completed operations insurance or the equivalent.**

The Contractor shall cause the Village, its Trustees, agents, officials and employees to be listed as an additional named insured. As an additional named insured, the Village reserves the right to notify the Contractor's insurance carrier of any claims the Village may have against the Contractor. The Contractor shall furnish to the Village copies of all insurance policies or original certificates (not facsimiles) of insurance evidencing coverage as required above issued by an insurance company authorized to do business under the laws of the State of Illinois, accepted by the Village within fifteen (15) days of the execution of this Agreement. These shall be attached hereto as **Exhibit "D"**, attached hereto and incorporated by reference as part of this

Agreement. The Contractor shall provide written notice of cancellation or modification of the policies set forth herein at least thirty (30) calendar days prior to the cancellation or modification of such policies. Any notices of the cancellation or modification of policies shall be given in accordance with Articles 10 and 24 of this Agreement. If the policy is written on a claims made basis, then the Contractor shall purchase such additional insurance to provide specified coverage to the Village for a period not less than five (5) years from the termination of this Agreement. Unless the policies or original certificates are provided, the Village will not allow the Contractor to continue the Services until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Village. Any renewal or replacement policy shall comply with the provisions of this Article 10.

10.2 Indemnification of Village. The Contractor agrees to pay and reimburse and defend, indemnify, keep and hold harmless the Village, its Trustees, officials, employees, agents and representatives (to the extent that such agents and representatives participate in any Services or service under this Agreement), successors and assigns, from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and experts' fees and expenses at trial and on-appeal and litigation expenses, arising out of or connected with: (a) the negligent performance or nonperformance of this Agreement by the Contractor; (b) any misstatement contained in any representation made by the Contractor in or pursuant to this Agreement; (c) any breach of any warranty made by the Contractor in or pursuant to this Agreement; or (d) any errors, omissions or negligent acts of the Contractor, its subconsultants, agents or employees. The Contractor expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the responsibilities or liabilities of the Contractor or serve as a prohibition or limit in recovery under this Article 10. The provisions of this Article 10.2 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable.

11.0 COMPENSATION. Shall be paid on a monthly basis depending on services performed within each month.

11.1 Services. The Village shall compensate the Contractor for the Services as specified in the quoted amounts in the RFP Documents, specifically:

1. A monthly rate of \$3,750
2. One (1) carpet shampooing of all carpeted areas at times in the year designated by the Village at no additional charge.
3. A cost per incident of cleaning the Police Department Prisoner lock-up room at a rate of \$75 per incident. This rate will be charged on an as needed basis.

This stated compensation is the exclusive compensation for the Services hereunder.

11.2 Payment. Contractor will submit monthly invoices to the Village representing the Services performed. Invoices shall summarize the Services completed.

11.3 Schedule Governing Pay Requests. The Village Board meets on the first and third Thursday of each month. Contractor shall submit its requests for payment to the Village not less than fourteen (14) working days prior to the Village Board meeting to enable the Village to have sufficient time to inspect, order correction, and approve the Services. The Village shall notify the Contractor within ten (10) days of receipt of invoice if Services covered under the invoice is questioned or in any way unsatisfactory to the Village which may inhibit payment of said invoice.

11.4 Local Government Prompt Payment Act. The Village will use its best efforts to make payment within 30 days after Board approval of the Contractor's invoice. The parties agree that the terms of the Local Government Prompt Payment Act will not apply to this Agreement and that interest charges will not be levied or accrue as to any unpaid balance.

11.5 Payment Records Maintained. The Contractor shall keep and maintain records in sufficient detail as regarding the Service's cost. The Contractor shall make these records available to the Village for audit, inspection and copying upon request. In the alternative, the Contractor may turn over any of these records to the Village and upon doing so, shall obviate the requirements of this paragraph as to these records.

11.6 Payment Not a Waiver of Rights. Payment by the Village shall not be a waiver of the Village's right to audit, inspect and copy the Contractor's records, nor shall the Village's payment or the Contractor's acceptance of payment waive any disputes between the Village and the Contractor, including, without limitation, any disputes as to the correctness of the Contractor's invoices, the amount due to the Contractor, or the services rendered by the Contractor under this Agreement. The Contractor's compensation shall be subject to final audit and adjustment by the Village.

12.0 SCHEDULE. Upon written authorization to proceed with the Services, the Contractor will comply with the times and schedule set forth in the RFP Document ("**Schedule**" attached hereto as **Exhibit "E"** and incorporated by reference as part of this Agreement) for the performance of the Services.

13.0 TIME OF PERFORMANCE; LIQUIDATED DAMAGES.

13.1 Time of Performance. This Agreement shall become effective immediately upon its execution by the parties in full force and effective through the terms of this Agreement. The Contractor recognizes that time is of the essence and will make progress on the Services in accordance with the Schedule. The Services must be performed between the dates of March 1, 2007 through February 29, 2008.

13.2 Liquidated Damages. Time is of the essence of this Agreement. The parties agree that notwithstanding any other damages that the Village may incur, if Contractor shall fail to fully perform the Services required each month on a monthly basis, the Village will implement liquidated damages of \$100/ per calendar day for each calendar day beyond the month the services were not performed until the Services are completed, shall apply. The liquidated damages provided for herein are not a penalty. Nothing contained in this liquidated damages provision shall be construed as limiting the right of the Village to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the Village for improper performance hereunder, repudiation of the Agreement by the Contractor, failure to perform, or breach or breaches in any other respect including, but not limited to, defective workmanship or materials.

14.0 NONDISCRIMINATION. The Contractor in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, disability, national origin, or status of discharge from military, nor shall the Contractor otherwise commit an unfair employment practice. The Contractor has a written policy regarding sexual harassment which complies in all respects with the Illinois Human Rights Act, 775 ILCS 5/2-105 (A)(4) (2003).

15.0 NO THIRD PARTY BENEFICIARIES. The duties and obligations of the Contractor contained herein shall be for the benefit of the Village and shall not inure to the benefit of any third party, except as specifically provided herein. The rights of the Contractor contained herein shall not inure to the benefit of any third party, except as specifically provided herein.

16.0 CONFIDENTIALITY. The Contractor acknowledges and agrees that certain information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by any of the Contractor, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the Contractor's performance of services hereunder. The Contractor shall comply with the applicable privacy laws and regulations affecting the Village and will not disclose any of the Village's records, materials, or other data to any third party, other than its attorneys or other individuals within the Contractor's related business entities who have a need to know and who agree in advance not to make further disclosure or unless required to do so by law. The Contractor shall not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from the Village without the prior written approval of the Village, other than to its attorneys or other individuals within the Contractor's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Contractor shall be furnished to the Village without charge.

17.0 COMPLIANCE WITH LAWS. The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County, Village and any

other local government agencies which may in any manner affect the performance of this Agreement. Compliance with this requirement by the Contractor's employees, agents, and subcontractors is Contractor's responsibility.

18.0 INCOMPATIBLE INTERESTS. The Contractor covenants that: (a) it presently has no interest and shall not acquire any interest, direct or indirect, in the Services to which this Agreement pertains which would conflict in any manner or degree with the performance of its services hereunder; and (b) in the performance of this Agreement, no person having any such interest shall be employed. The Contractor agrees to inform the Village on a timely basis of all of the interests, if any, of the Contractor which the Contractor reasonably believes may be incompatible with any interest of the Village.

19.0 NO UNDUE INFLUENCE. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the services under this Agreement.

20.0 USE OF PRIVILEGED INFORMATION. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors, subcontractors and subconsultants in advance of official announcement.

21.0 TERMINATION.

21.1 For Convenience. The Village may terminate this Agreement, or any portion, at any time by notice in writing from the Village to the Contractor.

21.2 Good Cause. This Agreement may be terminated upon a seven (7) day written notice at any time for good cause by either party. In the event of termination, full payment shall be made for Services performed to termination date.

21.3 Transfer of Documents. In the event of termination of this Agreement all finished and unfinished documents, data, studies and reports prepared by the Contractor, its subcontractors, agents and employees and any other Village property in the Contractor's custody shall be transmitted to the Village within ten (10) days after the date of termination of this Agreement.

22.0 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Except as specifically enumerated on the Schedule attached hereto, the Contractor hereby represents and warrants to and covenants with the Village as of the date hereof and throughout the term of this Agreement.

22.1 Requisite Knowledge. Contractor is familiar with the requirements of the Services and this Agreement and is experienced in the areas of planning, designing, budgeting, scheduling, and monitoring and other aspects of planning and has the necessary skill, financial resources and personnel to successfully complete the Services under this Agreement.

22.2 Financial Solvency. The Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder and will promptly give to the Village written notice of any material adverse change in the financial condition of the Contractor.

22.3 Requisite Personnel. The Contractor is able to furnish the labor required to complete the Services required hereunder and perform all of its obligations and has sufficient experience and competence to do so. All personnel used by the Contractor in the performance of its Services shall be qualified by training and experience to perform their assigned tasks.

22.4 Company Standing and Licensure. The Contractor is authorized to do business in the State of Illinois. The Contractor represents and warrants that it is a company which is duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this Agreement. Contractor is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the Services required hereunder.

22.5 Company Authority. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the Contractor to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of the Contractor is duly authorized to do so and this Agreement is a legal, valid and binding obligation of each and all of the owners, shareholders, officers, managers or members of Contractor, enforceable against them in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.

22.6 No Improper Inducement. Except only for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Village, its officials, agents, or employees has induced the Contractor to enter into this Agreement or has been relied upon by Contractor.

22.7 No Litigation Pending. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by the Contractor which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. The Contractor has not received notice, or has a reasonable basis for

believing that Contractor or any of its members, shareholders, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

22.8 No Untrue Statements of Material Fact. No information, certificate of an officer, statement furnished in writing, or report delivered to the Village by the Contractor, to the knowledge of Contractor, contains any untrue statement of a material fact or omits a material fact necessary to make the information, certificate, statement, or report not misleading.

22.9 Binding Obligation. This Agreement constitutes a valid, legal and binding obligation of the Contractor, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

22.10 Change in Circumstances. The Contractor shall provide prompt notice to the Village whenever any representation or warranty herein ceases to be true or correct.

23.0 VILLAGE'S REPRESENTATIONS AND WARRANTIES.

23.1 Corporate Authority. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the Village to execute, deliver and perform this Agreement.

24.0 GENERAL PROVISIONS.

24.1 No Subcontracting. Once awarded, this Agreement and the duties and obligations of the Contractor shall not be subcontracted.

24.2 Notice. All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

To the Village:

Timothy C. Wiberg
Village Administrator
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood, Illinois 60712

To the Contractor:

Melissa Richards
Vice President
Best Quality Maintenance, Inc.
10015 W. Pacific Avenue
Franklin Park, IL 60131

24.3 Amendments and Modifications. All amendments and modifications to this Agreement shall be in writing and shall be mutually agreed to by both parties.

24.4 Successors and Assigns. The Village and the Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement and to the members, partners, officers, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Village nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

24.5 Inconsistency. The provisions of this Agreement will control in the event of a conflict or inconsistency among or between the provisions in the Proposal set forth in **Exhibit "B"** and this Agreement.

24.6 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Illinois, excluding its conflicts of law rules. The Contractor agrees that, subject to the Village's sole and absolute election, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in the courts having issued within the County of Cook, the State of Illinois.

24.7 Waiver. No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach.

24.8 Headings. The headings of articles and paragraphs in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

24.9 Entire Agreement. It is expressly agreed by the parties that the provisions set forth in this Agreement, together with all attachments hereto, constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

24.10 Severability. The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of this Agreement shall be deemed severable and the remainder of this Agreement shall survive.

24.11 Survival and Construction. All the covenants, indemnities, representations and warranties of the Contractor and Village respectively, contained in this Agreement shall survive the consummation or termination of this Agreement. Each of the parties acknowledges and agrees that it is sophisticated and knowledgeable in the subject matter of this Agreement and has negotiated and reviewed this Agreement and that the rule of construction to the effect that ambiguities in a document are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits attached hereto.

24.12 Time is of the Essence. Time is of the essence with respect to all terms, provisions and covenants of this agreement. The Contractor agrees to perform all of its Services and obligations under this Agreement in a timely manner in accordance with the schedule set forth in "Exhibit E."

24.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute and be taken as one and the same instrument.

24.14 Extension of Contract. Upon mutual agreement of both parties, this contract can be extended in one year intervals under the same prices, terms and conditions.

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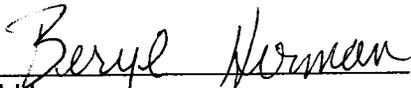
IN WITNESS, the parties hereto have caused this Agreement to be executed by the properly authorized officials as of the date and year first above written.

VILLAGE OF LINCOLNWOOD:



Timothy C. Wiberg
Village Administrator, Village of Lincolnwood

Attest:

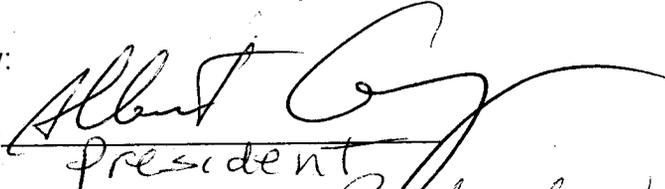


Beryl Herman
Village Clerk, Village of Lincolnwood

Contractor.: Best Quality Cleaning, Inc.

By:

Its



President

Attest:



Title:

Vice President

Date:

February 12 2007

List of Exhibits

EXHIBIT A Notice and Instructions

EXHIBIT B RFP Specification Booklet

EXHIBIT C Contract Bond

EXHIBIT D Insurance Certificates

EXHIBIT E Schedule

EXHIBIT A
Notice and Instructions

VILLAGE OF LINCOLNWOOD
REQUEST FOR PROPOSAL

PROFESSIONAL JANITORIAL SERVICES

The Village of Lincolnwood will accept Proposals for Professional Janitorial Services until 4 p.m., Wednesday, January 17, 2007. Proposals should be sealed and submitted to the attention of Manuel Castañeda, Director of Public Works, Public Works Department, Village of Lincolnwood, 7001 North Lawndale Avenue, Lincolnwood, Illinois 60712. (Envelopes are to be marked "Lincolnwood Professional Janitorial Services Proposal"). Qualified firms must submit four copies of their proposals. Faxes and/or email proposals WILL NOT BE ACCEPTED.

PRE-BID CONFERENCE

There will be an optional pre-bid conference on Tuesday, January 9, 2007 at 10:00 a.m. in the Village Hall Council Chambers. This meeting will include a tour of all facilities.

Specifications are available free of charge at the Public Works Department. Email for a copy in .pdf format.

Contact:

Mike Braiman
Public Works Department
Village of Lincolnwood
7001 North Lawndale Avenue
847-745-4859
mbraiman@lwd.org

EXHIBIT B
RFP Specification Booklet



REQUEST FOR PROPOSALS:

PROFESSIONAL JANITORIAL SERVICES

Sealed proposals to be submitted by 4:00 pm on the 17th day of January 2007, at which time they will be opened and read.

Proposals shall be submitted to the Director of Public Works.

Specifications are available free of charge at the Village Hall and the Public Works Department. Email for a copy in .pdf format or visit www.demandstar.com.

Hand Delivered
or by Mail:

Manuel Castañeda
Director of Public Works
Village of Lincolnwood
6900 North Lincoln Ave.
Lincolnwood, Illinois 60712

INFORMATION

Contact:

Michael Braiman
Management Analyst
Public Works Department
Village of Lincolnwood
847-745-4859
mbraiman@lwd.org

Village of Lincolnwood
Request for Proposals
Professional Janitorial Services

SUMMARY

The Village of Lincolnwood is seeking a company to perform high quality professional Janitorial Services for its municipal facilities beginning March 2, 2007. These facilities are: the Village Hall, Police Department, Fire Department, Community Center (all at 6900 North Lincoln Avenue), and the Public Works Facility (7001 North Lawndale Avenue). These facilities are approximately 16 years old. The nature of the service requested is ongoing high quality cleaning and maintenance of these facilities after and during normal working hours to ensure that employees may work in a healthy environment.

GENERAL OVERVIEW

The Village is a full service organization consisting of 98 full-time employees. All employees, with the exception of the Public Works Department, operate out of the Village's municipal complex, located at 6900 North Lincoln Avenue. The Public Works Department operates at 7001 North Lawndale Avenue.

Total Square Footage – Village Buildings:

Facility	Square Footage
Police Department	14,026
Village Hall	12,735
Fire Department	11,881
Community Center	5,720
Public Works Main Facility	2,500

Note:

Not all square footage of these buildings is to be maintained by the proposing company. Also, the square footage listed is an approximate square footage.

SCOPE OF WORK

All work is expected to be performed in a high quality and professional manner. Areas to be serviced include:

- Entrances
- Lobby
- Council Chambers
- General Offices
- Private Offices
- Conference Rooms
- Hallways
- Break Areas/Lunchrooms
- Detention Garage
- Stairways
- Private & Public Restrooms
- Display Cases
- Locker Rooms & Jail Cells
- Communications & Records Area

Doors with Glass Panels

All doors with glass panels are to be cleaned daily.

Dusting

Dusting of certain items is to be accomplished as specified. There are no height limitations.

Carpeted Areas in Offices

Carpeted areas in offices and hallways should be shampooed annually and/or spot cleaned at the direction of the Village.

Prisoner Lock Up Room

On a per incident basis, the Village may request the cleaning of the prisoner lock up room in the Police Department. Work will include disinfecting potential diseases and cleaning up bodily fluids.

Community Center

On evenings when there are events at the Community Center, there will be 50 gallon bags full of garbage that shall be disposed of at the Police/Fire garbage dumpsters.

TERMS AND CONDITIONS:

- A. The Village reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The Village reserves the right to request clarification of information submitted, and to request additional information.
- C. Taxes: Federal Excise Tax does not apply to services purchased by the Village of Lincolnwood. Illinois Sales Tax does not apply to services purchased by the Village of Lincolnwood by virtue of Statute. Illinois Tax Exemption identification No. E9998-1580-05. The prices quoted herein shall agree with all Federal Laws and regulations.
- D. Compliance with Applicable Laws: Consultant agrees to comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- E. Indemnification: Consultant agrees to protect, indemnify, hold and save harmless and defend the "Municipality" against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent consultants or subconsultants of the consultant or municipality, on account of growing out of, incident to, or resulting directly or indirectly from the performance by the personal injuries, death or damages to property occurring, "Consultant or subconsultant" hereunder. Whether such loss, damage, injury or liability is contributed to by negligence of the "Municipality" or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the "Consultant" shall have no liability or damages or the cost incident thereto caused by the sole negligence of the "Municipality."
- F. Bond covering performance labor and materials: The Village will require that the contractor shall supply and deliver to the Director of Public Works a performance bond in the amount of 100% of the bid as sufficient surety to the Village.

PROFESSIONAL JANITORIAL SERVICES PROPOSAL

I. COST

A. Police Department, Village Hall, Building/Fire Department, Community Center, and Public Works Main Facility:

Calendar Year 2007: \$ _____ Per Month
\$ _____ Prisoner Lock Up Per Incident
\$ _____ 1 Carpet Shampooing
_____ Minimum Daily Man Hours
_____ Minimum Annual Man Hours

Calendar Year 2008: \$ _____ Per Month
\$ _____ Prisoner Lock Up Per Incident
_____ Minimum Daily Man Hours
_____ Minimum Annual Man Hours

II. COMPANY

Firm Name: _____
Contact Person: _____
Address: _____
Telephone: _____

III. AUTHORIZATION

The contractor affirms having read and completed all of the above information that it is true and correct. Further, the contractor acknowledges that they have read the foregoing and agrees to comply with the terms set forth herein. Each signatory warrants that they possess full authority to so sign.

Contractor: _____ Date: _____

Subscribed and sworn to me this _____ day of _____ 2007

Notary Public

SERVICES AND MATERIALS TO BE RENDERED

The Contractor agrees to furnish the labor, equipment, cleaning materials and supervision necessary to provide high quality janitorial services to the following municipal buildings:

Facilities
Police Department
Village Hall
Building/Fire Department
Community Center
Public Works Main Facility

Frequency of Work

Work shall be completed in the hours as shown below:

- 6:00 p.m. to 6:00 a.m. at the Building/Fire Department, and the Public Works Main Facility
- 12:00 a.m. to 6:00 a.m. at the Community Center
- 6:00 a.m. to 12:00 p.m. at the Village Hall (Vacuuming and floors mopped before 9:00 a.m.)
- 6:00 a.m. to 12:00 p.m. at the Police Department (Vacuuming and floors mopped before 9:00 a.m.)
- A supervisor shall be on site weekly between the Village's regular business hours of 9:00 a.m. and 5:00 p.m. to ensure that all facilities are properly cleaned and maintained.

Work shall be completed on the days as shown below:

- Village Hall and Public Works Department shall be maintained five (5) days per week, Monday through Friday
- Police Department and Fire Department shall be maintained six (6) days per week, Monday through Saturday except where otherwise indicated.
- Community Center shall be maintained seven (7) days a week.

The contractor is responsible for all labor, equipment, cleaning supplies, wastebasket liners, and incidental items which are necessary to clean and maintain the buildings. The Community Center will require heavy duty wastebasket liners. The Contractor is also responsible for filling and refilling all holders and dispensers in all the bathrooms. The Village, at its own expense, will provide paper towels, soap, and toilet paper.

EXTERIOR/INTERIOR – ALL BUILDINGS
Lobby & Entrances/Council Chamber/Miscellaneous Areas
(Excluding the Fire Department living quarters and hose tower)

1	Doors	Spot Wash	Daily
2	Floors (Carpeted)	Vacuum	Daily
3	Floors (Hard Surfaced – <i>Linoleum, not vinyl</i>) (Not linoleum floor)	Dust/Damp Mop Spray Buff Strip/Refinish	Daily Monthly Twice Annually
4	Furniture	Dust Tables, Desks, File Cabinets Dust Chairs Dust Lamps	Daily Monthly Monthly
5	Display Cases	Wash	Monthly
6	Windows-Inside & Out	Wash	Quarterly
7	Garage Areas	Sweep Hose Down	Weekly Monthly

GENERAL OFFICES – ALL BUILDINGS

Note: The private offices and other areas of the Village Hall, Police Department and Fire Department shall only be maintained five (5) days per week, Monday through Friday

1	Floors (Carpeted)	Vacuum Traffic Lanes	Daily
		Detail Vacuum	Weekly
2	Floors (Hard Surfaced) (Not linoleum)	Dust Mop & Spot Damp Mop	Daily
		Damp Mop & Spray Buff	Monthly
		Strip/Refinish	Twice Annually
3	Desks	Dust & Damp Wipe	Weekly
4	Chairs	Vacuum Cloth	Quarterly
		Damp Wipe Vinyl	Quarterly
5	Wastebaskets	Empty/Replace Liner	Daily
6	Telephones	Damp Wipe	Weekly
7	Filing Cabinets	Dust & Damp Wipe Top	Weekly
			Monthly
8	Wall Hangings	Dust	Monthly
9	Blinds	Dust	Quarterly
10	Bookshelves	Dust	Monthly

RESTROOMS – ALL BUILDINGS
(includes locker rooms, showers, and jail cells)

1	Floors (Carpeted)	Vacuum	Daily
2	Floors (Hard Surfaced)	Dust/Damp Mop Wash/Disinfect Scrub/Refinish	Daily Weekly Quarterly
3	Wastebaskets	Empty & Replace Liner	Daily
4	Doors & Frames	Spot Clean	Daily
5	Light Switches	Spot Clean	Daily
6	Kick Plates	Spot Clean	Daily
7	Sinks	Clean & Disinfect	Daily
8	Commodes/Urinals	Clean & Disinfect	Daily
9	Metal & Hardware	Damp Wipe/Polish	Daily
10	Mirrors	Wash	Daily
11	Dispensers	Refill	Daily
12	Sanitary Disposal	Refill	Daily
13	Public Works Locker Room	Wash Floor with Hose	Daily

HALLWAYS – ALL BUILDINGS

1	Floors (Carpeted)	Vacuum	Daily
2	Floors (Hard Surfaced) (Not linoleum)	Dust Mop & Spot Damp Mop Buff & Light Wax Dust Mop Strip/Refinish	Daily Monthly Weekly Quarterly
3	Doors & Frames	Spot Clean Touchup/oil Polish Wood	Daily Semi-Annually
4	Light Switches	Spot Clean	Daily
5	Kick Plates	Spot Clean	Daily
6	Water Fountain	Clean & Disinfect	Daily
7	Partition Glass	Spot Wash	Daily
8	Dispensers	Refill	Daily
9	Sanitary Disposal	Refill	Daily

LUNCHROOM/BREAKROOMS – ALL BUILDINGS

1	Floors (Carpeted)	Vacuum	Daily
2	Floors (Hard Surfaced)	Dust/Damp Mop Spray Buff Strip/Refinish with 2 coats of wax	Daily Monthly Quarterly
3	Chairs	Damp Wipe Seats	Daily
4	Wastebaskets	Empty/Replace Liners Wash	Daily Monthly
5	Doors & Frames	Spot Clean	Daily
6	Kick Plates	Spot Clean	Daily
7	Light Switches	Spot Clean	Daily
8	Sinks	Clean/Disinfect	Daily
9	Tables	Wash Tops	Daily
10	Appliances (Refrigerator and microwave)	Damp Wipe Fronts	Daily

KITCHEN – COMMUNITY CENTER

1	Counter Tops	Damp Wipe	Daily
2	Floors (Hard Surfaced)	Dust/Damp Mop Wet Mop* Spray Buff Strip/Refinish with 2 coats of wax	Daily Weekly Monthly Quarterly
3	Chairs	Damp Wipe Seats	Daily
4	Wastebaskets	Empty/Replace Liners ** Wash	Daily Monthly
5	Doors & Frames	Spot Clean	Daily
6	Kick Plates	Spot Clean	Daily
7	Light Switches	Spot Clean	Daily
8	Sinks	Clean/Disinfect	Daily
9	Tables	Wash Tops	Daily
10	Refrigerator, Warming Oven, Microwave	Damp Wipe Fronts Wash Inside	Daily Daily
11	Window Ledges	Dust/Damp Wipe	Monthly
12	Table Tops in Large Room	Damp Wipe	Weekly

*Murphy's Soap Oil or Mr. Floor cleaner are the only required cleaning products for the wet mop. Other products must be approved by the Village.

**Wastebasket liners must be heavy duty.

PRE-BID CONFERENCE

There will be an optional pre-bid conference on Tuesday, January 9, 2007 at 10:00 a.m. in the Village Hall Council Chambers. This meeting will include a tour of all facilities.

SUBMITTAL DEADLINE

The Village of Lincolnwood will accept Proposals for Professional Janitorial Services until 4 p.m., Wednesday, January 17, 2007. Four (4) copies of the proposal must be sealed and placed in an envelope and are to be marked "**Lincolnwood Professional Janitorial Services Proposal.**"

Proposals must be submitted to:

Manuel Castañeda
Public Works Department
Village of Lincolnwood
7001 North Lawndale Avenue
Lincolnwood, IL 60712

Faxed and/or email proposals will **not** be accepted.

SUBMITTAL REQUIREMENTS

Proposals shall contain the following information:

1. **Profile** – A profile of the company, including a description of business history and clients.
2. **Project Staffing** – Identification of the qualifications and experience of key staff who will be directly involved in this project.
3. **Fees** – Provide monthly cost for work. Include on completed proposal form, "**Page 5**" of this document.
4. **Man Hours** – Provide minimum daily and annual man hours for which work will be provided. Include on completed proposal form, "**Page 5**" of this document.
5. **References** – Provide the names, company, and contact information of at least five client organizations where similar work has been provided as contained in this RFP.

COMPLIANCE WITH GENERAL TERMS & CONDITIONS

As a point of information, the successful contractor will be required to meet the following conditions for a contract award: EEOC statement, Certificate of Insurance for Liability and Workman's Compensation Insurance, and a Sexual Harassment Policy.

REVIEW OF PROPOSALS

The Village Public Works Department will review the proposals received and recommend the most qualified candidate to the Village Board for approval. It is the intent of the Village to have a vendor chosen and in place by February 1, 2007. The Village does not guarantee meeting this deadline.

The Village of Lincolnwood reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; or solicit new proposals, if such actions are deemed reasonable and in the best interest of the Village of Lincolnwood.

CONTACT INFORMATION

Questions concerning this RFP document may be directed to:

Mike Braiman
Public Works Department
Village of Lincolnwood
7001 North Lawndale Avenue
Lincolnwood, Illinois 60712
847-745-4859
mbraiman@lwd.org

PROFESSIONAL JANITORIAL SERVICES PROPOSAL

I. COST

A. Police Department, Village Hall, Building/Fire Department, Community Center, and Public Works Main Facility:

Calendar Year 2007: \$ 5455.00 Per Month *See following page*
 \$ 75.00 Prisoner Lock Up Per Incident
 \$ no charge Carpet Shampooing
 14 Minimum Daily Man Hours
 4300 Minimum Annual Man Hours

Calendar Year 2008: \$ 5455.00 Per Month *See following page*
 \$ 75.00 Prisoner Lock Up Per Incident
 14 Minimum Daily Man Hours
 4300 Minimum Annual Man Hours

II. COMPANY

Firm Name: Best Quality Cleaning, Inc.
Contact Person: Melissa Richards
Address: 10015 Pacific Ave, Franklin Park, IL 60131
Telephone: 847-233-0202

III. AUTHORIZATION

The contractor affirms having read and completed all of the above information that it is true and correct. Further, the contractor acknowledges that they have read the foregoing and agrees to comply with the terms set forth herein. Each signatory warrants that they possess full authority to so sign.

Contractor: *Melissa Richards* Date: 01/11/07
Subscribed and sworn to me this 11th day of January 2007

Marcia Peterson
Notary Public



BQC, Inc.



10015 Pacific Ave., Franklin Park, IL 60131
Phone: (847) 233-0202 * Fax: (847) 233-0505 * E-Mail: bqc@sbcglobal.net

Village of Lincolnwood

January 23, 2007

Regarding: 2007 Lincolnwood Janitorial RFP Quotes

Mike,
As discussed earlier today.

Existing RFP

\$49,500.00 (annual) for 14 man hours

\$45,000.00 (annual) for 12 man hours

For night cleaning of all buildings according to the village's specifications - \$42,000.00
(annual) for 12 man hours.

Thank You,
Melissa Richards
Vice President

Best Quality Cleaning, Inc.

BQC

10015 W. Pacific Avenue, Franklin Park, IL 60131
Phone: (847) 233-0202 * Fax: (847) 233-0505 * E-Mail: bqc@sbcglobal.net

References For
Village of Lincolnwood

City of Elmhurst

209 N. York
Elmhurst, IL 60126
Ray Dlouhy
630-530-3034

Village of Arlington Heights

33 S. Arlington Heights Road
Arlington Heights, IL 60005
Rob Balfor
847-368-5860

Village of Hillside

425 Hillside Avenue VH and PD
Hillside, IL 60162
Russ Wajda
708-449-6450

Village of Lincolnshire

1 Olde Half Day Road
Lincolnshire, IL 60069
Randy Wiest
847-883-8600

Village of Mundelein

440 E. Hawley Street
Mundelein, IL 60060
Michael Flynn
847-949-3200

EXHIBIT C
Performance Bond

EXHIBIT D
Insurance Certificates

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CC
BEST-C5

DATE (MM/DD/YYYY)
03/13/06

PRODUCER
R-H INSURANCE GROUP
P.O. BOX 370
ZURICH IL 60047
Phone: 847-438-6400 Fax: 847-438-1128

INSURED
BEST QUALITY CLEANING, INC.
10015 PACIFIC AVE
FRANKLIN PARK IL 60131

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: WEST BEND MUTUAL	
INSURER B: Western Surety Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BDD0254726	03/13/06	03/13/07	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	PER PROJECT				PERSONAL & ADV INJURY \$ 1,000,000
	AGGREGATE				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	BDD0254726	03/13/06	03/13/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS	BDD0254726	03/13/06	03/13/07	
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	BDD0254726	03/13/06	03/13/07	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	CPD0290544	03/13/06	03/13/07	EACH OCCURRENCE \$ 3,000,000.
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 3,000,000.
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCD0273061	03/13/06	03/13/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	JANITORIAL BOND	68582596	02/25/06	02/25/07	BLANKET \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
JANITORIAL SERVICE ***SAMPLE CERTIFICATE*****

CERTIFICATE HOLDER

CANCELLATION

BEST007

BEST QUALITY CLEANING INC.
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX IL XXXXXXXX

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL XXXX DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
KENNETH C. MATEJA *Kenneth C. Mateja*

**EXHIBIT E
Schedule**

The services described below shall be completed on or before the specified date. All other services as described in the RFP are to be completed, daily, weekly, bi-weekly, or monthly.

Contract Begins	March 1, 2007
Wash Windows (Inside & Out)	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Strip and Wax Hard Floors	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Scrub and Refinish Hard Floors	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Dust Blinds	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Chairs- Vacuum Cloth and Damp Wipe Vinyl	May 31, 2007, August 31, 2007, November 30, 2007, February 1, 2008
Touchup/Oil Polish Wood Doors and Frames	August 31, 2007, February 1, 2008
Strip and Refinish Hard Floors	August 31, 2007, February 1, 2008
Contract Terminates	February 29, 2008

Letter of Understanding

BETWEEN THE VILLAGE OF LINCOLNWOOD AND BEST QUALITY
CLEANING, INC.
MARCH 1, 2007 – FEBRUARY 28, 2008

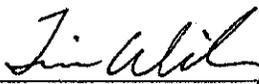
During the 2007 negotiations for the professional janitorial contract between the Village of Lincolnwood and Best Quality Cleaning, Best Quality Cleaning proposed night cleaning of all buildings according to the Village's specifications for \$42,000.00 (annual) for 12 man hours. Should the Village and Best Quality Cleaning agree to implement night services at any time during the term of this contract, section 11.1 point of the contract shall be revised as follows:

11.1 Services. The Village shall compensate the Contractor for the Services as specified in the quoted amounts in the RFP Documents, specifically:

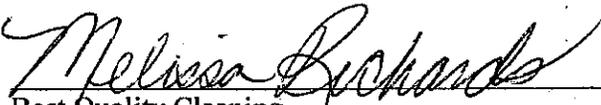
1. A monthly rate of ~~\$3,750~~ \$3,500
2. One (1) carpet shampooing of all carpeted areas at times in the year designated by the Village at no additional charge.
3. A cost per incident of cleaning the Police Department Prisoner lock-up room at a rate of \$75 per incident. This rate will be charged on an as needed basis.

This stated compensation is the exclusive compensation for the Services hereunder.

Agreed to this 13 day of February, 2007



Village of Lincolnwood
Tim Wiberg, Village Administrator



Best Quality Cleaning
Melissa Richards, Vice President

Enclosure: Best Quality Cleaning Proposal Dated January 23, 2007

BQC, Inc.



10015 Pacific Ave., Franklin Park, IL 60131
Phone: (847) 233-0202 * Fax: (847) 233-0505 * E-Mail: bqc@sbcglobal.net

Village of Lincolnwood

January 23, 2007

Regarding: 2007 Lincolnwood Janitorial RFP Quotes

Mike,
As discussed earlier today.

Existing RFP
\$49,500.00 (annual) for 14 man hours

\$45,000.00 (annual) for 12 man hours

For night cleaning of all buildings according to the village's specifications - \$42,000.00
(annual) for 12 man hours.

Thank You,
Melissa Richards
Vice President



Best Quality Cleaning

Phone: (847) 233-0202 * Fax: (847) 233-0505
Email: bqc@sbcglobal.net
Website: www.bestqualitycleaninginc.com

December 28, 2015

Ms. Ashley Engelman
Village of Lincolnwood
Fax: 847-675-4432

Dear Ms. Engelman:

Best Quality Cleaning, Inc. would like to extend our contract starting March 1, 2016 through February 28, 2017 . Our current price of \$3230.00 per month will remain the same for next year.

Sincerely,

Melissa Richards
Vice President

Request For Board Action

REFERRED TO BOARD: January 19, 2016

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-04-15 to Approve a Rear Yard Setback Variation for a Deck at the Property Located at 5080 West North Shore Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Thomas Dallas, as Trustee of the Thomas N. Dallas Trust and Evangelia A. Dallas, as Trustee of the Evangelia A. Dallas Trust, property owners of 5080 West North Shore Avenue ("Petitioner"), initially sought two Variations related to a proposed one-story addition to the existing single-family home located at 5080 North Shore Avenue. One of these requested Variations for a side yard setback for the proposed addition, received a negative ZBA recommendation and has since been withdrawn by the Petitioner. The remaining requested Variation, now before the Village Board, relates to a rear yard deck setback.

Much of the existing home was damaged by fire, and the Petitioner is moving forward with restoration and the planned addition without the requested side yard setback Variation. The Petitioner, however, seeks approval of a Variation for a setback for the proposed rear yard deck.

2014 Case

Previously, in 2014, the Petitioner requested two Variations connected to this same planned addition. The 2014 request included a side yard setback for the proposed addition as well as a Variation for impervious lot coverage relief.

At its August 20, 2014 hearing, the ZBA recommended approval of the requested side yard setback, but, during deliberations, did not support the required Variation to expand the existing non-conforming maximum impervious lot coverage. In response, the applicant indicated that they would not seek a Variation for impervious lot coverage but rather would remove the rear yard patio (impervious) and replace with a deck (pervious) in order to not expand the non-conforming impervious lot coverage.

During its deliberation of the 2014 case, the Village Board rejected the requested side yard setback Variation for the proposed addition. In response, the applicant modified the Variation request so only a 7-foot 4 ½-inch portion of the building addition would encroach into the required side yard setback. The Village Board approved this modified Variation and adopted Ordinance No. 2014-3133 on October 21, 2014.

During the building permit phase, the property owner modified the building's design. These revised plans were not consistent with the previously-approved plans reviewed by the Village Board on which the 2014 setback Variation was granted. As a result, the Petitioner recently sought Variations based on the revised plans.

A review of Village records indicates that the existing home was constructed in approximately 1969. A permit was issued in 1981 for an addition; however, no drawings or plans are available for review to determine the extent of that addition.

Current Variation Request

The Petitioner now seeks relief from the minimum rear yard setback requirement for decks. The Zoning Code requires that the minimum rear yard setback for a deck is 30 feet from the rear yard property line. As proposed, the deck would extend to six feet from the rear property line requiring the granting of a 24-foot deck setback Variation.

The Petitioner proposes a deck (considered pervious) to replace the existing patio (considered impervious). The removal of the patio is needed to allow the first floor addition to proceed without expanding the existing non-conforming impervious lot coverage.

Public Hearing

The Zoning Board of Appeals (ZBA) considered the requested rear yard deck setback at its December 16, 2015 meeting.

At this meeting, Project Architect George Prosiliakos reminded the ZBA that the proposed deck is to replace the existing patio for purposes of not expanding the non-conforming maximum lot coverage requirement. Acting Chair O'Brien asked the Petitioner the size of the proposed deck. Mr. Prosiliakos stated that he believed the deck was approximately 15 feet by 25 feet. Mr. Prosiliakos added that the home is set back at 30 feet which means any deck in the rear yard would require a setback Variation. Acting Chair O'Brien expressed concern with a deck located too close to a rear lot line.

At the Public Hearing, testimony was received from Mr. Dominic Schilt, 6714 North LeMai Avenue. Mr. Schilt expressed concerns regarding privacy in having an elevated rear yard deck located in close proximity to their lot line. No other public testimony was received at this Public Hearing.

Acting Chair O'Brien stated her belief that the proposed deck should not exceed 375-square feet (based on the estimated dimensions from Mr. Prosiliakos) and to not be located nearer than 15 feet to the rear lot line.

Zoning Board of Appeals Recommendation

The members of the ZBA concluded that a rear yard deck setback Variation request did meet the hardship standards required to approve a Variation. The ZBA, by a 6-0 vote, however, recommends the approval of the requested rear yard deck setback Variation subject to:

1. The deck not located closer than 15 feet from the rear lot line, and
2. The total deck area cannot exceed 375-square feet in area.

The Petitioner objects to the recommended ZBA conditions and seeks Village Board approval of the requested rear deck Variation as submitted. As submitted, the rear deck is proposed at 513-square feet and 6 feet from the rear property line.

FINANCIAL IMPACT:

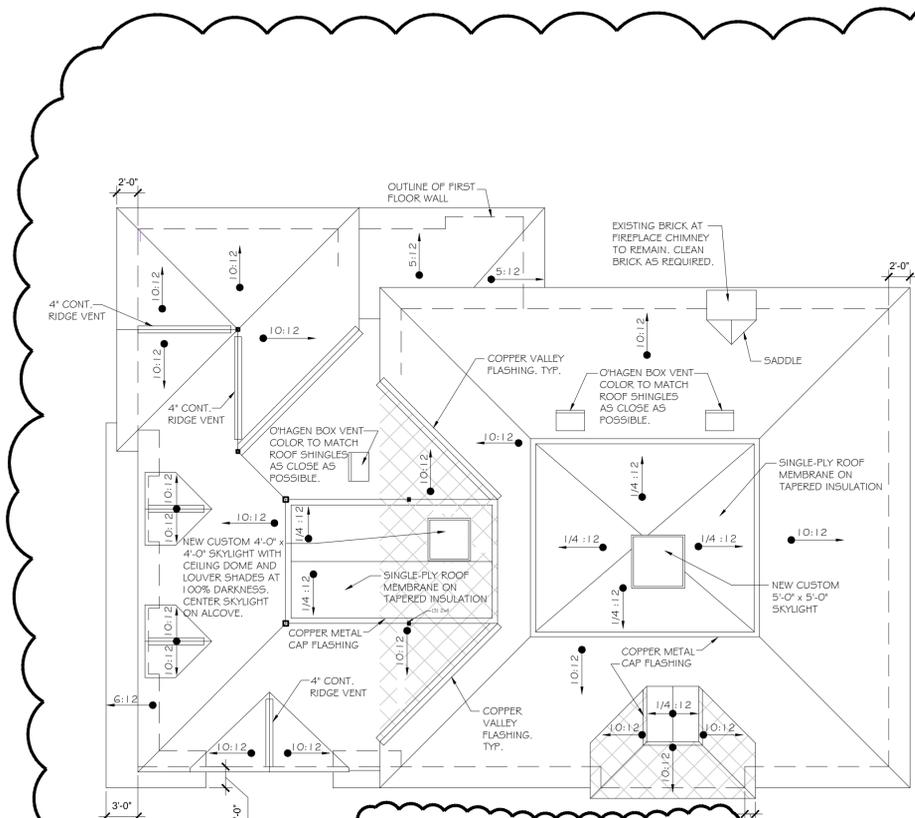
None

DOCUMENTS ATTACHED:

1. Proposed Deck Plan
2. December 16, 2015 ZBA Minutes (Draft)
3. Staff Report Dated December 16, 2015
4. Residential Zoning Variation Application
5. Zoning Calculations
6. Proof of Ownership
7. Applicant Submitted Photographs of Property
8. Plat of Survey
9. Ordinance No. 2014-3133

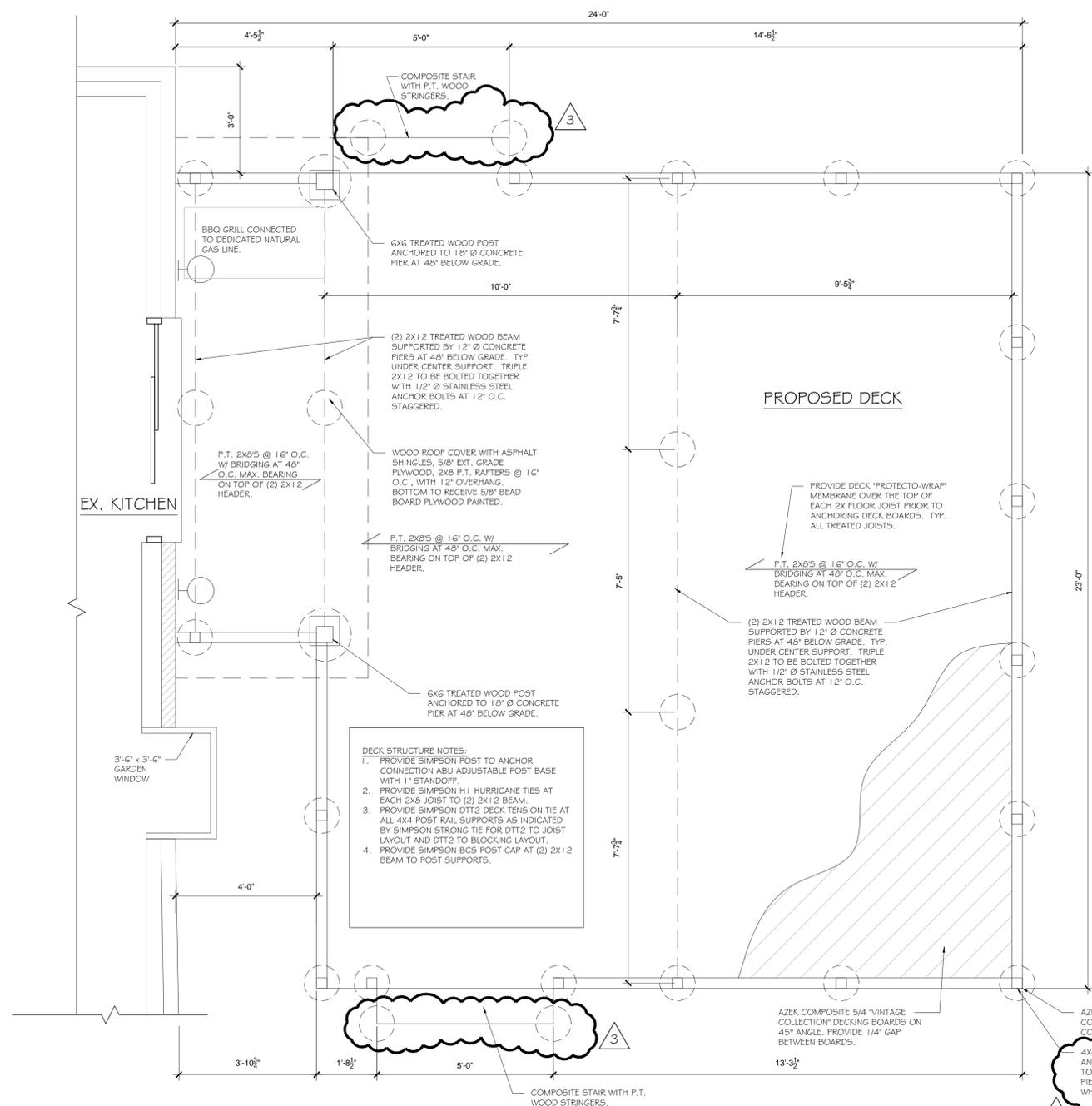
RECOMMENDED MOTION:

Move to concur with the recommendation of the Zoning Board of Appeals to approve a Variation to allow a rear yard deck of no greater than 375-square feet to encroach not more than 15 feet into the required 30-foot rear yard setback, for the property located at 5080 West North Shore Avenue and to direct the Village attorney to prepare an Ordinance for adoption.



ROOF VENTILATION				
PROPOSED ROOF AREA	REQUIRED VENT AREA	ACTUAL DATE VENT AREA (SQ. INCHES)	ACTUAL ROOF AREA (SQ. INCHES)	PROPOSED TOTAL ROOF VENT AREA (SQ. INCHES)
3,388 SF	1,388 VENT AREA = 21.9 SF OR 3,153.2 SQ. INCHES	2,200 SQ. INCHES	2,400 SQ. INCHES	12,412.50 SQ. INCHES

1 PROPOSED ROOF PLAN
1/8" = 1'-0"



- DECK STRUCTURE NOTES:**
1. PROVIDE SIMPSON POST TO ANCHOR CONNECTION AND ADJUSTABLE POST BASE WITH 1" STANDOFF.
 2. PROVIDE SIMPSON H11 HURRICANE TIES AT EACH 2X8 JOIST TO (2) 2X12 BEAM.
 3. PROVIDE SIMPSON DTT2 DECK TENSION TIE AT ALL 4X4 POST RAIL SUPPORTS AS INDICATED BY SIMPSON STRONG TIE FOR DTT2 TO JOIST LAYOUT AND DTT2 TO BLOCKING LAYOUT.
 4. PROVIDE SIMPSON BCS POST CAP AT (2) 2X12 BEAM TO POST SUPPORTS.

2 PROPOSED DECK PLAN
1/2" = 1'-0"

NO.	DATE	ISSUES & REVISIONS
1	11-10-2015	REVISION 3 REVISIONS PER PLAN REVIEW
2	10-06-2015	REVISION 2 ROOF PLAN AND DECK NOTES
3	09-28-2015	REVISION 2 ADDED ROOF AND DECK PLANS
	03-19-2015	ISSUED FOR PERMIT

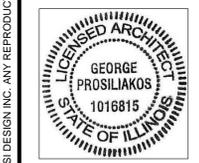
PROSI DESIGN, INC.
ARCHITECTURE • PLANNING • INTERIOR DESIGN

7400 WILKINSON ROAD, SUITE 100-014
NILES, ILL. 60714
PHONE: 847-779-3180
FAX: 847-779-3181
email: George@prosidesign.com

PROFESSIONAL DESIGN FIRM
NO. 022749
EXP. 04/30/2017

DALLAS RESIDENCE
FIRE DAMAGE RESTORATION

5080 W. NORTH SHORE AVE.
LINCOLNWOOD, IL. 60712



DATE: _____

DRAWN BY: STAFF

CHECKED BY: GTP

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**DRAFT MEETING MINUTES OF THE
ZONING BOARD OF APPEALS
DECEMBER 16, 2015 – 7:00 P.M.**

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

MEMBERS PRESENT:

Acting-Chairman Kathy O'Brien
Paul Grant
Jean Ikezoe-Halevi
Martina Keller
Christopher Nickell
Kirill Vorobeychik

MEMBERS ABSENT:

Chairman Herbert Theisen

STAFF PRESENT:

Aaron N. Cook, AICP, Community Development Manager

I. Call to Order

II. Pledge of Allegiance

Acting-Chairman O'Brien noted a quorum of six members and called the meeting to order at 7:00 p.m.

III. Approval of Minutes

Motion to approve the August 19, 2015 meeting minutes was made by Commissioner Grant and seconded by Commissioner Ikezoe-Halevi.

Aye: Grant, Ikezoe-Halevi, Keller, Nickell, Vorobeychik, and O'Brien

Nay: None

Motion Approved: 6-0

DRAFT

IV. Case #ZB-04-15: Public Hearing – 5080 North Shore Avenue – Residential Variations

Acting-Chairman O'Brien announced Case ZB-04-15 concerning a residential Variation request for 5080 North Shore Avenue. Acting-Chairman O'Brien asked staff to provide a summary of the case.

Development Manager Cook provided a summary of the requested Variations and background on the subject property which is a corner lot at 5080 North Shore Avenue. The Petitioner is requesting Variations due to modifications to the previously approved plans. The nature of the request is an approximate 290-square-foot addition to the existing home. The Zoning Board of Appeals previously considered this Variation request on August 20, 2014 and approved, by a 4-3 vote, a Side Yard Setback Variation. The Variation was approved by the Village Board on October 21, 2014. The Petitioner modified the building elevations upon submittal of a building permit which precipitated a new public hearing before the Zoning Board.

The first Variation requested is a one-foot three-inch Side Yard Setback Variation. The side yard setback requirement is 8 feet 1 3/16th inches and the proposed setback is 6 feet 9 inches. The second Variation requested is a Variation to Permit a Deck within the required rear yard. In this case, that would mean a 30-foot rear yard setback. Mr. Cook presented prior deliberations by the Zoning Board for Side Yard Setback Variations.

The proposed floor plan and building elevations were presented for review. Mr. Cook stated that only a small portion of the new addition encroaches into the required side yard setback. Previously, the addition was larger and the entire length of the addition went beyond the required side yard setback. The new building elevations are the basis for the new Variation since the elevations, design, and building massing have changed significantly.

Commissioner Keller disclosed for the record that she is a next-door neighbor to this property. Commissioner Keller noted that the house has been demolished down to the foundation, though this is considered an addition.

Mr. George Prosiliakos, architect for the Petitioner, said that even though the roof lines and exterior treatments have changed, the building footprint and foundation are the same.

Acting Chairman O'Brien asked if the shower area could be brought in so as not to extend into the side yard setback. Mr. Prosiliakos answered that this is an existing foundation bearing wall and is the support for the first and second floor. Additionally, Mr. Dallas is intending to use this space for a caretaker in the future. Acting-Chairman O'Brien asked staff if the side elevation over the garage would be considered a two-story addition. Staff concurred that there is a second floor area above the bay window. The addition, from a building permit standpoint, is considered a two-story addition, but the area of encroachment is considered a one-story addition. Mr. Prosiliakos said that the two-story garage elevation is for aesthetic purposes only.

When asked for Mr. Dallas' specific hardship by Commissioner Nickell, Mr. Prosiliakos replied that Mr. Dallas has a permanent disability which will get progressively worse. Mr. Dallas requires an ADA master suite designed for accessibility and maneuverability. Commissioner Nickell continued that if stairs were a hardship, why were they building a two-story home. Mr. Prosiliakos answered that Mr. Dallas had a two-story home previously and that a one-story ranch home would not be appropriate for the neighborhood or the site.

Acting-Chairman O'Brien asked if anyone in the audience would like to speak regarding this Public Hearing. Let the record state that no one came forward.

Staff summarized the requested rear yard deck Variation. The existing patio, which does count toward lot coverage, is because this addition, as previously presented, would have increased the lot coverage to above the maximum the 60 percent lot coverage requirement. The response to the Zoning Board deliberations is that the patio could be modified to be a rear deck which would comply with the lot coverage requirements. This was part of the prior approval and only included in the notice for informational purposes only. If the addition were brought into compliance, the patio would still need to be removed due to the addition adding to the lot coverage total and the deck would still require a rear yard Variation.

Commissioner Keller stated that she understood the hardship from the previous public hearing in 2014 to alter an existing structure, but since the house has been demolished and has a “clean slate”, Commissioner Keller finds the hardship standard is not being met at this time. Mr. Prosiliakos replied that the house will be the same as before, only the roof line and exterior stone treatment has been changed so the previous hardship still applies. The new design is to update the look of the home.

Commissioner Grant agreed that they have a “clean slate” and should be able to build the structure within the confines of the Zoning Code. Mr. Prosiliakos reiterated that it is not a “clean slate” and that the house is being rebuilt in the same footprint as before.

Acting-Chairman O’Brien commented that the Zoning Board is struggling not with the remaining foundation and the first floor deck, but that the exterior wall is no longer there. Moving the wall in a foot or so, or building the wall not as thick as it used to be are ways to bring this area into compliance that did not easily exist with the previous masonry wall. Mr. Prosiliakos replied that the masonry wall was going to be removed in the previously-approved plans.

Motion to deny the Side Yard Setback Variation was made by Acting-Chairman O’Brien and seconded by Commissioner Grant.

Aye: O’Brien, Grant, Ikezoe-Halevi, Keller, Nickell, and Vorobeychik

Nay: None

Motion Approved: 6-0

Mr. Dominick Schilt, 6714 LeMai Avenue, expressed privacy concerns if the above-grade deck is constructed.

Mr. David Hollander, 6715 Navajo, asked if the presentation was available online or if copies of the slides were available. Staff asked Mr. Hollander to contact him directly for the PowerPoint presentation and that the public hearings are replayed on the local cable channel.

Motion to approve the Rear Yard Setback Variation with the condition that the current concrete patio is removed up to 375-square feet with a not-to-exceed 15-foot by 25-foot platform to be confirmed by staff which will require a minimum 15-foot setback for the deck was made by Acting-Chairman O’Brien and seconded by Commissioner Grant.

Aye: O’Brien, Grant, Ikezoe-Halevi, Keller, Nickell, and Vorobeychik

Nay: None

Motion Approved: 6-0



Zoning Board of Appeals Staff Report

Case # ZB-04-15

December 16, 2015

Subject Property:
5080 North Shore Avenue

Zoning District: R-1 Residential

Petitioner: Thomas N. Dallas, as Trustee of the Thomas N. Dallas Trust and Evangelia A. Dallas, As Trustee of the Evangelia A. Dallas Trust - Property Owner

Requested Action: Variation sought to Article IV, Part C, Section 4.11 of the Zoning Code to reduce the required side yard setback and Article III, Part C, Section 3.10 to permit a deck within required rear yard.



Nature of Request: The property owner is seeking Variations in order to allow an addition for the purpose of adding a first floor bedroom to the north side of the existing single-family home and converting a patio to a deck for the purpose of complying with Maximum Lot Coverage.

Notification: Notice in Lincolnwood Review dated November 26, 2015, Public Hearing Sign Installed at 5080 North Shore Avenue, and Mailed Legal Notices Dated November 26, 2015 to Properties within 250 feet.

Summary of Request

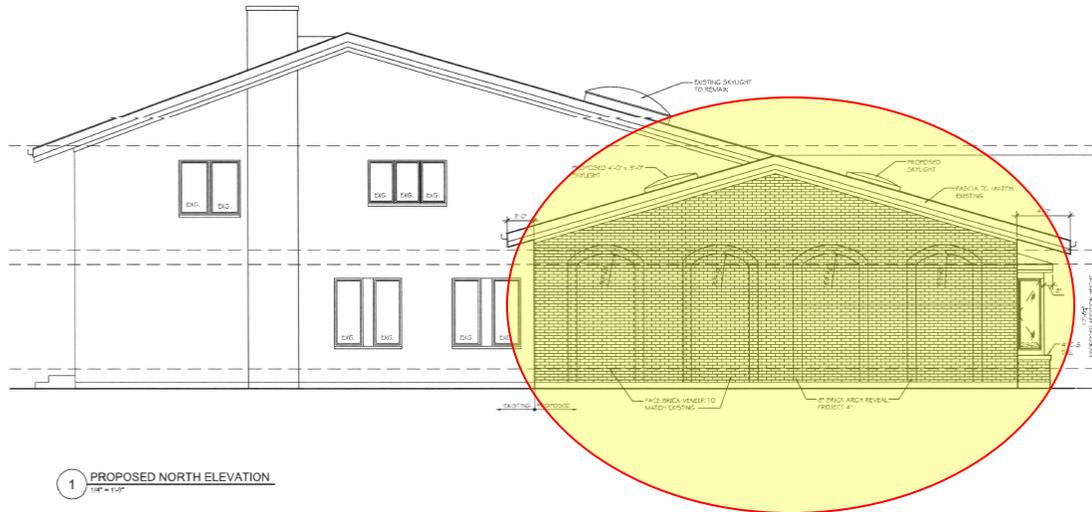
2014 Village Review - The Zoning Board of Appeals considered a similar application for a first floor addition at its August 20, 2014 hearing. The ZBA recommended approval of the requested side yard setback but during deliberations did not support the required Variation to exceed maximum lot coverage. In response, the applicant indicated that they would remove the rear yard patio and replace with a deck in order to comply with the maximum lot coverage. The Village Board, during its deliberation, rejected the proposed addition as designed. The applicant modified the area of the addition so a 7-foot 4 ½-inch portion of the addition would encroach into the required side yard setback. The Village Board approved the requested Variation and adopted Ordinance No. 2014-3133 on October 21, 2014.

During the building permit phase, the property owner modified the building addition/remodel plans. It was determined that the revised plans were not consistent with the previously approved plans reviewed by the ZBA and Village Board. As a result, the property is required to seek a Variation based on the revised plans.

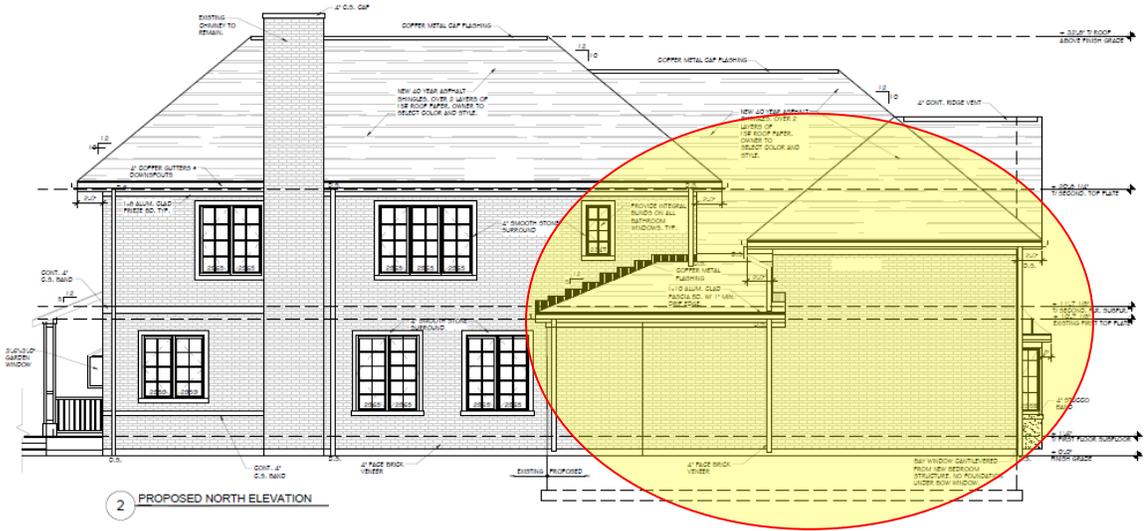
Modified Plans - The property owner of 5080 North Shore Avenue seeks approval to construct a one-story addition for the purpose of adding a bedroom on the first floor of the existing single-family home. The property owner recently experienced a fire damaging much of the existing home. The owner is moving forward with restoration plans that required a side yard setback Variation and a Variation to permit a deck within the rear yard setback. The property owner has indicated in the responses to the variation standards that the need for the first floor bedroom is created by accessibility and mobility issues of the homeowner.

The addition is proposed at the north elevation and the footprint of the addition is consistent with the previously approved Variation. If approved, the addition would be set back from the north lot line by 6 feet 11 1/8 inches. The current plans differ from the plans approved in 2014 in the building height and massing. Below are building elevations of the west and north elevations from the 2014 approved plans and the 2015 proposed plans. The area of the addition is highlighted in yellow.

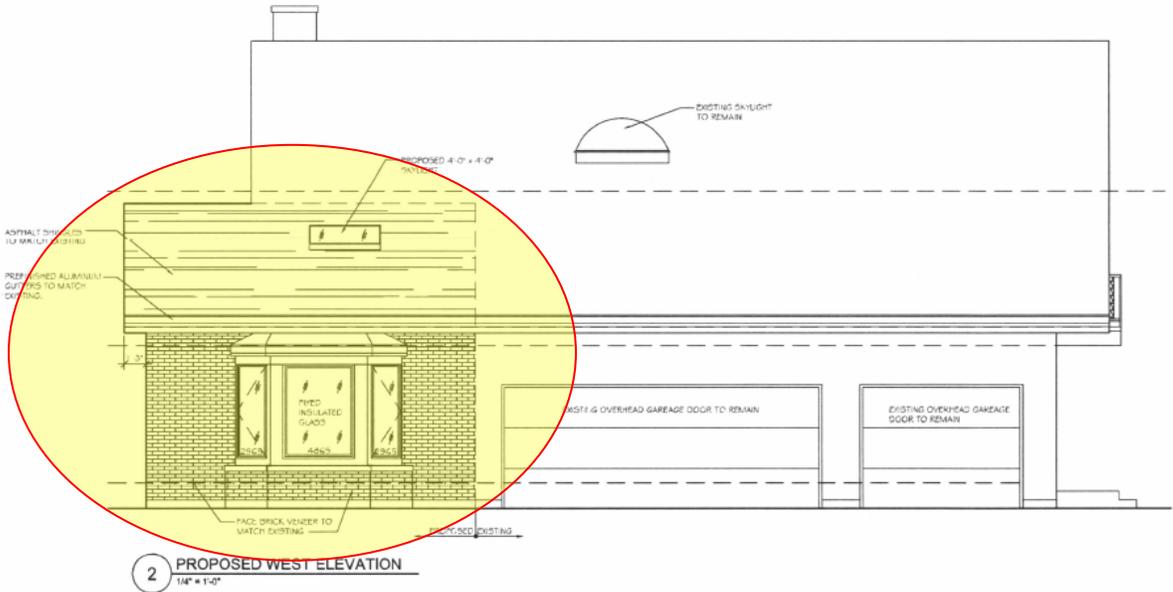
2014 Proposed North Elevation



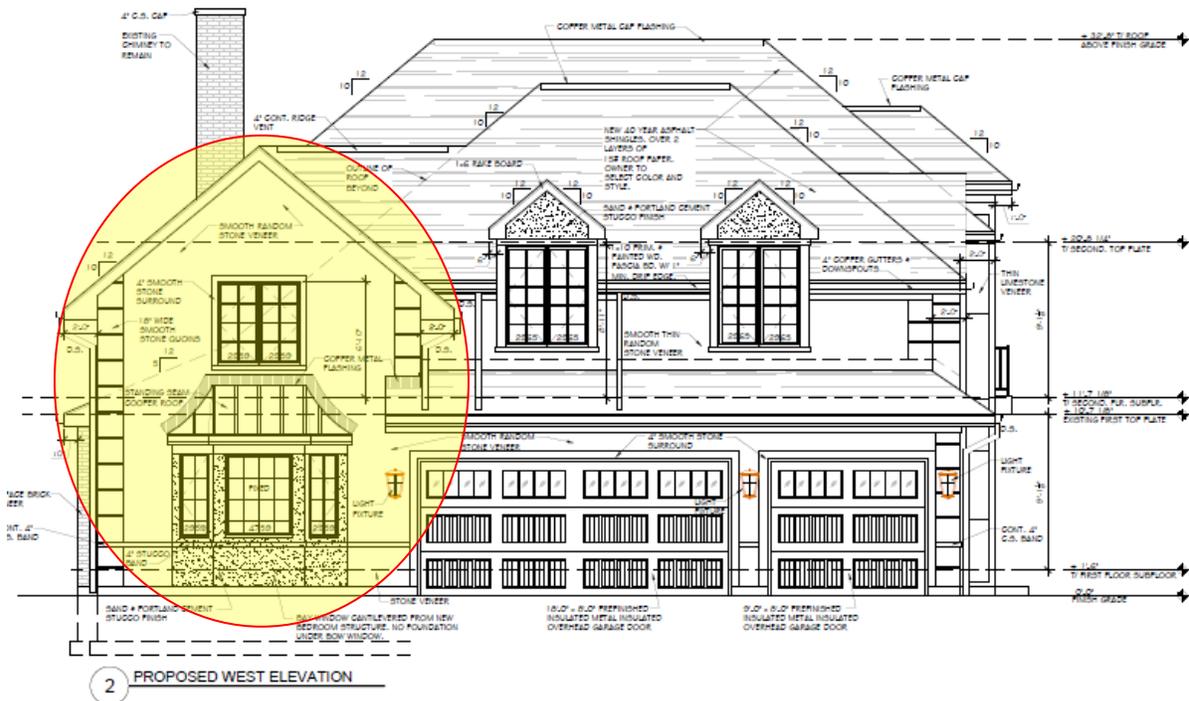
2015 Proposed North Elevation



2014 Proposed West Elevation



2015 Proposed West Elevation



Consistent with the recommendation and approval from the 2014 plans, the Petitioner is proposing a new rear yard deck to replace a patio. The Petitioner agreed to this change in response to concern by the ZBA to a request to exceed the maximum lot coverage. As decks are not including in the calculation toward lot coverage, the applicant no longer required a Variation. However, decks are not permitted to be within the required 30-foot rear yard setback. The deck is proposed at approximately ten feet from the rear lot line. This is consistent with the discussion and direction given during the review of requested Variations in 2014.

The proposed addition complies with all other bulk regulations including but not limited to floor area ratio and building height.

Related Village Action

In fall of 2013, the property owner of 6643 Tower Circle Drive sought approval to construct a two-story addition for the purpose of installing an elevator in the existing single-family home. The property owner of 6643 Tower Circle Drive indicated the elevator was necessary in order to gain access to the entirety of the two-story home. The owner indicated accessibility and mobility issues as the primary reason for the elevator/addition.

Also, the Village, in the past four years, has considered several setback Variations for single-family residential additions. While every project is unique, the Village has approved ten requests for relief from side yard setback requirements. These requests resulted primarily from the existing home encroaching into the required setback.

Pertinent Property Information – The existing single-family home was constructed in or around 1969. The Village issued a permit for an addition in 1981; however, no drawings or plans were available for review. A search of Village records resulted in no additional records or information regarding the subject property pertinent to this request.

Conclusion

The property owner is seeking a Variation in order to allow an addition at the north elevation of the existing single-family home. The addition is requested in order to add a bedroom on the first floor of the residence. As a result, Variations to 1) permit the addition within the required side yard setback; and 2) in order to not exceed the maximum lot coverage, a Variation to permit a deck within the required rear yard.

Documents Attached

1. Residential Zoning Variation Application
 - a. Zoning Calculations
 - b. Proof of Ownership
 - c. Applicant Submitted Photographs of Property
 - d. Plat of Survey
 - e. Construction Drawings
2. Ordinance No. 2014-3133

Board Action Standards For Granting Relief

In determining whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance, the following standards shall be taken into consideration the extent to which the following facts are established:

<u>STANDARDS</u>	<u>Yes</u>	<u>No</u>
<i>a. The requested major variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;</i>		
Notes:		
<i>b. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;</i>		
Notes:		
<i>c. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same zoning district;</i>		
Notes:		
<i>d. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;</i>		
Notes:		
<i>e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;</i>		
Notes:		
<i>f. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;</i>		
Notes:		
<i>g. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property;</i>		
Notes:		
<i>h. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.</i>		
Notes:		



VILLAGE OF LINCOLNWOOD Public Hearing Application
Community Development Department Variations

SUBJECT PROPERTY

Property Address: 5080 W. NORTSHORE

Permanent Real Estate Index Number(s): 10-33-402-058-0000

Zoning District: R-1 Lot Area: 10,696.86

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.
EXISTING FOUNDATION AND STEEL STRUCTURE TO REMAIN.

Are there existing development restrictions affecting the property? Yes No
 (Examples: previous Variations, conditions, easements, covenants) If yes, describe: _____

REQUESTED ACTION

- | | |
|---|--|
| <input checked="" type="checkbox"/> Variation - Residential | <input type="checkbox"/> Variation - Signs/Special Signs |
| <input type="checkbox"/> Variation - Non-Residential | <input type="checkbox"/> Minor Variation |
| <input type="checkbox"/> Variation - Off-Street Parking | <input type="checkbox"/> Other |
| <input type="checkbox"/> Variation - Design Standards | |

PROJECT DESCRIPTION

Describe the Request and Project: THE PROJECT INCLUDES THE ELIMINATION OF THE EXISTING SOLAIRUM ON THE FIRST FLOOR. THE FOOTPRINT OF THE OLD SOLARIUM SHALL BE REPURPOSED FOR A NEW ONE STORY BEDROOM ADDITION WHICH WILL INCLUDE AN ADA COMPLIANT BEDROOM AND BATHROOM.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s): (List all Below) THOMAS N. DALLAS, AS TRUSTEE OF THE THOMAS N. DALLAS TRUST DATED 01/26/06 and EVANGELIA A. DALLAS, AS TRUSTEE OF THE EVANGELIA A. DALLAS TRUST DATED 01/26/06
 Name: MR. THOMAS DALLAS

MAILING Address: 6722 N. MINNEHAHA, LINCOLNWOOD, IL 60712

Telephone: (773) 263-0385 Fax: (____) _____ E-mail: DIMITRA@ALAWPC.COM

Petitioner: (if Different from Owner)

Name: _____ Relationship to Property: _____

Address: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

NOTICE OF REASONABLE ACCOMMODATION PROCESS

An alternate process is provided by the Village for persons with disabilities or handicaps who seek a Reasonable Accommodation from the Zoning Code regulations in order to gain equal access to housing. If you seek a Reasonable Accommodation from the Zoning Code based on disability or handicap, do not complete this application form, but rather a separate application for Reasonable Accommodation. For more information on this process, consult Section 4.06(3) of the Zoning Code, or contact the Community Development Department at 847.673.7402.

RECEIVED

NOV 23 2015

COMMUNITY DEVELOPMENT DEPARTMENT

REQUIRED ATTACHMENTS *

Check all Documents that are Attached:

Plat of Survey	<input checked="" type="checkbox"/>	Applicable Zoning Worksheet	<input checked="" type="checkbox"/>
Site Plan	<input checked="" type="checkbox"/>	Photos of the Property	<input checked="" type="checkbox"/>
Proof of Ownership	<input checked="" type="checkbox"/>	PDF Files of all Drawings	<input checked="" type="checkbox"/>
Floor Plans	<input checked="" type="checkbox"/>	Elevations	<input checked="" type="checkbox"/>

**The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

COST REIMBURSEMENT REQUIREMENT

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred to be billed at the conclusion of the hearing process.

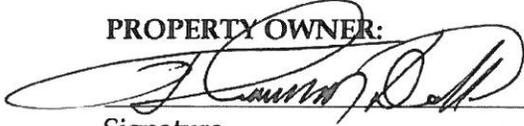
Invoices in connection with this application shall be directed to:

Name: MR. THOMAS DALLAS
Address: 6722 N. MINNEHAHA, LINCOLNWOOD, IL 60712
City, State, Zip: LINCOLNWOOD, IL 60712

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I also understand that if I desire a Reasonable Accommodation from the Zoning Code based on disability or handicap, that I must complete and submit a different application for consideration and by submitting this application for a Variation, I am attesting that I am not seeking a Reasonable Accommodation. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER:


Signature

MR. THOMAS DALLAS
Print Name

11-20-15
Date

PETITIONER: *(if Different than Property Owner)*

Signature

Print Name

Date

VARIATION STANDARDS

To be approved, each Variation request must meet certain specific standards. These standards are listed below. After each listed standard, explain how your Variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested Variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

A. THE PUBLIC HEALTH, SAFETY, COMFORT, MORALS, CONVENIENCE, AND GENERAL WELFARE WILL NOT BE AFFECTED BY THE ONE STORY BEDROOM ADDITION.
B. SECURING NATURAL LIGHT, PURE AIR, AND SAFETY FROM FIRE AND OTHER DANGERS WILL NOT BE AFFECTED BY THE ONE STORY BEDROOM ADDITION. THE ROOF OF THE PROPOSED ADDITION WILL BE LOWER THAN THE 2-STORY RESIDENCE.
C. THE TAXABLE VALUE OF THE LAND AND BUILDING WILL BE PRESERVED BY THE ONE STORY BEDROOM ADDITION. THE ADDITION WILL ENHANCE THE LAND AND BUILDING VALUE.
D. CONGESTION ON THE PUBLIC STREETS WILL NOT BE AFFECTED BY ONE STORY BEDROOM ADDITION. THERE WILL NOT BE ANY ADDITIONAL TRAFFIC AS A RESULT OF THE ADDITION.
E. THE ONE STORY BEDROOM ADDITION IS ONLY 348,8 SQUARE FEET IN SIZE. THUS THE ADDITION WILL BE A NOMINAL INCREASE IN THE TOTAL SQUARE FOOTAGE OF BUILDING AREA AND TOTAL LOT COVERATE. AN ACCUMULATION OR RUNOFF OF STORM OR FLOODWATERS IN NOT ANTICIPATED FROM THIS ADDTION.

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

THE SUBJECT PROPERTY IS A CORNER LOT THUS HAS INHERENT DIFFICULTIES GIVEN THE SIDE YARD SETBACK REQUIREMENTS. WHEN THE EXISTING RESIDENCE WAS DEVELOPED BY THE PREVIOUS OWNERS, THE RESIDENCE WAS ERCTED CLOSE TO THE NORTH PROPERTY LINE LEAVING MORE ROOM ALONG THE SOUTH PROPERTY LINE. THERE IS OVER 20' OF SETBACK ALONG NORTHSORE AND MUCH LESS ALONG THE NORTH PROPERTY LINE. THE EXISTING DRIVEWAYS AND REAR YARD PATIO AS CONSTRUCTED BY THE PREVIOUS OWNERS ADD QUITE A BIT TO THE TOTAL LOT COVERAGE. THIS ADDITIONAL LOT COVERAGE MAKES THE EXISTING PROPERTY EXISTING NON-CONFORMING EVEN BEFORE THE ADDITION. THIS WAS NOT CREATED BY MR. AND MRS. DALLAS. THE EXISTING CONCRETE PATIO WILL BE REMOVED AND REPLACED WITH A WOOD DECK WITH SUBSTANTIALLY LESS GROUND COVERAGE.

3. The conditions upon which the petition for the Variation is based would not be applicable generally to other property within the same Zoning District.

THE EXISTING SOLARIUM WILL BE ELIMINATED TO ACCOMODATE THE NEW ONE STORY BEDROOM ADDITION. PART OF THE PROPOSED BEDROOM ADDITION WILL BE WHERE THE SOLARIUM IS CURRENTLY LOCATED THUS WITHIN THE EXISTING FOOTPRINT OF THE BUILDING. REPURPOSING THE AREA WHERE THE SOLARIUM IS LOCATED WILL ALLOW THE PROPOSED BEDROOM ADDITION WILL ALLOW FOR MINIMUM ENCROACHMENT ONTO THE SIDE YARD. THE ONE STORY BEDROOM ADDITION THAT IS PROPOSED IS SPECIFIC TO THIS PARTICULAR PROPERTY, BUILDING, AND OWNER. IT IS NOT PROBABLE THAT THE SAME SET OF CIRCUMSTANCES WOULD BE GENERALLY APPLICABLE TO OTHER PROPERTY WITHIN THE SAME ZONING DISTRICT. SINCE 1967, MR. DALLAS HAS BEEN CHALLENGED WITH A PERMANENT PHYSICAL DISABILITY. HE HAS BEEN ABLE TO MANUEVER IN A 2-STORY RESIDENCE FOR THE PAST 25 YEARS. HOWEVER AS HIS AGE HAS ADVANCED, GOING UP AND DOWN STAIRS HAS BECOME A MORE DIFFICULT TASK. HIS ABILITY TO GO UP AND DOWN STAIRS WILL ULTIMATELY BECOME IMPOSSIBLE FOR HIM. THE NEED TO CREATE AN ADA COMPLIANT BEDROOM AND BATHROOM FACILITY FOR HIS FUTURE YEARS HAS BECOME A REQUIREMENT FOR HIM TO REMAIN IN HIS HOME.

4. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

THE PURPOSE OF THE BEDROOM AND BATHROOM ADDITION IS SOLELY FOR THE PURPOSES OF HANDICAPPED ACCESSIBILITY FOR THE OWNERS OF THE PROPERTY. THE ADDITION IS NOT FOR THE PURPOSES OF ENHANCING THE VALUE OF THE PROPERTY OR INCREASING THE REVENUE FROM THE PROPERTY.

VARIATION STANDARDS (Continued)

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

MR. AND MRS. DALLAS HAVE ADVANCED IN AGE AND NOW FIND IT MORE DIFFICULT TO GO UP AND DOWN THE CURVED STAIRCASE TO ACCESS THE BEDROOMS UP STAIRS. IN ADDITION, MR. DALLAS HAS A PERMANENT PHYSICAL DISABILITY WHICH HAS BECOME EVEN MORE DIFFICULT RECENTLY TO CLIMB STAIRS. MR. AND MRS. DALLAS HAVE LIVED IN THIS HOUSE FOR OVER 25 YEARS, AND THEY INTEND ON LIVING THE DURATION OF THEIR LIVES IN THIS RESIDENCE.

AS A SIDE NOTE, TWO OF MR. DALLAS' THREE CHILDREN AS WELL AS THE BROTHER OF MR. DALLAS LIVE IN LINCOLNWOOD ONLY BLOCKS AWAY FROM THEIR OWN RESIDENCE. THE REASON FOR MENTIONING THIS IS TO POINT OUT ANOTHER REASON AS TO WHY MR. AND MRS. DALLAS WANT TO REMAIN IN THEIR HOME.

6. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

THE ONE STORY ADDITION IS ONLY ROUGHLY 348.8 ADDITIONAL SQUARE FEET AND WILL BE LOCATED ON AN INTERIOR NORTH LOT LINE. THE EXISTING AND CURRENT PUBLIC WELFARE THAT IS ENJOYED BY THE NEIGHBORING RESIDENTS AND PEDESTRIANS WILL NOT BE ALTERED OR AFFECTED BY THE PROPOSED BEDROOM ADDITION.

7. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

AS A REQUEST OF THE OWNERS, THE ADDITION HAS BEEN DESIGNED WITH THE SPECIFIC INTENT TO BE ADA COMPLIANT; BARRIER FREE. THE PRIMARY REASON FOR THE ENCROACHMENT ONTO THE SIDE YARD SETBACK IS THAT THE NEW ADA COMPLIANT RESTROOM NEEDS TO BE LARGE ENOUGH TO ACCOMMODATE A FUTURE WHEEL CHAIR THAT IS BEING ANTICIPATED BY MR. DALLAS. MAKING THE PROPOSED RESTROOM SMALLER WOULD NOT ALLOW FOR ACCESSIBILITY OF A WHEEL CHAIR. THE ZONING VARIANCE REQUESTED IS THE MINIMUM REQUIRED TO ALLOW FOR THE RESTROOM TO BECOME ADA COMPLIANT. THE ONLY PART OF THE ADDITION THAT ENCROACHES ON THE SIDE YARD IS THE ROLL-IN ADA SHOWER WHICH IS APPROXIMATELY 6'-0" X 1'-2"; ABOUT THE SIZE OF A LARGE CHIMNEY.

8. The proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

THE PROPOSED ADDITION IS A ONE STORY STRUCTURE. THE PROPOSED ROOF LINE WILL BE LOWER THAN THE MAIN ROOF LINE. THE ADEQUATE SUPPLY OF LIGHT AND AIR TO THE ADJACENT PROPERTY WILL NOT BE AFFECTED AS THE PROPOSED ROOF IS LOWER THAN THE EXISTING ROOF. THE MATERIALS TO BE USED IN THE ERECTION OF THE ADDITION ARE CONSISTENT WITH THE MATERIALS IN THE MAIN RESIDENCE. THE EXTERIOR OF THE ADDITION WILL BE BRICK TO MATCH THE MAIN RESIDENCE. THE ADDITION HAS BEEN DESIGNED TO BLEND IN WITH THE MAIN STRUCTURE INCLUDING MATCHING THE ROOF LINES.



VILLAGE OF LINCOLNWOOD
BUILDING DEPARTMENT

Zoning Calculations
New Single-Family House

Please fill out this form for all permits involving New Single-Family Dwellings

ADDRESS 5080 W. NORTHSORE ZONING DISTRICT R-1

TOTAL LOT AREA = WIDTH 81' X LENGTH 132.06' = 10,696.86 Sq.Ft.

ZONING SETBACKS

VAR.

FRONT YARD SETBACK

INTERIOR SIDE YARD SETBACK

INTERIOR/CORNER SIDE YARD SETBACK (Please circle one)

REAR YARD SETBACK

DISTANCE BETWEEN HOUSE AND ACCESSORY BLDG.

Required	Proposed	EXIST. NO CHANGE
25 Ft.	30'- 5 3/8" Ft.	EXIST. NO CHANGE
8'-1 3/16" Ft.	6'- 10 3/16" 11 1/8" Ft.	VARIATION
10'-0" Ft.	21'-10 5/8" Ft.	EXIST. NO CHANGE
30' Ft.	30'-3 1/2" Ft.	EXIST. NO CHANGE
Minimum 15 Ft.	N / A Ft.	EXIST. NO CHANGE

ZONING CALCULATION INSTRUCTIONS

	Permitted	Proposed Total	EXIST. NO CHANGE
60% TOTAL LOT COVERAGE (Lot area)	10,696.86 X .60 = 6,418.1 Sq.Ft.	6,250.4 Sq.Ft.	EXIST. = 6,825.8
35% BUILDING COVERAGE (Lot area)	10,696.86 X .35 = 3,743.9 Sq.Ft.	3,387.0 Sq.Ft.	EXIST. = 3,043.2
50% FRONT YARD COVERAGE (Front yard)	2,487.6 X .50 = 1,243.8 Sq.Ft.	1,271.6 Sq.Ft.	EXIST. NO CHANGE
30% REAR YARD BLDG. COV. (Rear yard)	2,480.9 X .30 = 744.27 Sq.Ft.	316.1 Sq.Ft.	
60% or 66% F.A.R. (Lot area)	10,696.86 X .60 = 6,418.1 Sq.Ft. (X .66)	5,543.2 Sq.Ft.	

AREA CALCULATIONS

	Proposed	Proposed
A. CELLAR OR BASEMENT	1,938.2 Sq.Ft.	E. DRIVEWAY/APRON 2,873.7 Sq.Ft.
B. 1ST FLOOR	3,392.0 Sq.Ft.	F. SIDEWALK NONE Sq.Ft.
C. 2ND FLOOR	2,151.2 Sq.Ft.	G. PATIO/OTHER IMPERVIOUS SURF. 902.8 Sq.Ft.
D. ACCESSORY BUILDINGS	N / A Sq.Ft.	

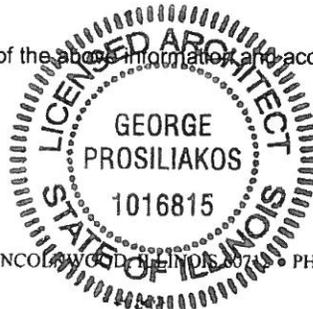
TOTAL SQUARE FOOTAGE FOR PERMIT FEE CALCULATION

BASEMENT OR CELLAR + B + C + D + HABITABLE ATTIC = 5,543.2 Sq.Ft.

	Permitted	Proposed
HOUSE HEIGHT (Measured from top of street curb)	Maximum 35 Ft.	32'-8" Ft.
FINISHED FIRST FLOOR HEIGHT (Measured from top of street curb)	Maximum 3 Ft.	EXIST. NO CHANGE
VARIATION REQUIRED	No	Yes
		For <u>INTERIOR SIDE YARD</u>

The undersigned hereby acknowledges the accuracy of the above information and accepts full responsibility for any discrepancies or inaccuracies.

George Prosiliakos
Licensed Architect Signature & Stamp



NOV. 20, 2015
Date



TO DETERMINE MAXIMUM PERMISSIBLE SQUARE FOOTAGE AMOUNTS

- Total Lot Coverage *Area of the Lot x Maximum Permissible Amount*
- Total Building Coverage *Area of the Lot x Maximum Permissible Amount*
- Front Yard Coverage *Area of the Front Yard x Maximum Permissible Amount*
- Rear Yard Building Coverage *Area of the Rear Yard x Maximum Permissible Amount*

ZONING CALCULATION INSTRUCTIONS

60% TOTAL LOT COVERAGE > Add B + D + E + F + G =	<u>6,250.1</u> Sq.Ft.	
35% BUILDING COVERAGE > Add B + D =	<u>3,387.0</u> Sq.Ft.	EXIST. = 3,043.2
50% FRONT YARD COVERAGE > Add E + Front Yard Portion of F =	<u>1,271.6</u> Sq.Ft.	EXIST. NO CHANGE
30% REAR YARD BUILDING COVERAGE > D =	<u>316.1</u> Sq.Ft.	
60% OR 66% F.A.R. > Add B + C + D =	<u>5,543.2</u> Sq.Ft.	

TO CALCULATE REQUIRED FRONT YARD SETBACK

The required minimum front yard setback is 25 feet, or in line with the average of 40% of the existing homes on the block adjacent to the subject property, whichever is greater.

IMPERVIOUS SURFACE

This is the area of the lot which does not allow water to be absorbed so it may percolate into deeper ground. Impervious surfaces include the footprint of a home, Portland cement concrete, bituminous concrete, composed of stone or gravel, or any other surface that allows little or no water penetration.

TOTAL LOT COVERAGE

This is the part or percent of the lot occupied by buildings or structures, including accessory buildings or structures, and any other impervious surface.

Total Lot Coverage Allowance: the numerical value obtained by dividing the Lot Coverage by the Area of the Lot.

Maximum Permissible Total Lot Coverage: 60%

BUILDING COVERAGE

This is the area of the lot that is covered by the footprint of a principal building and any structure under a roof, including accessory buildings or structures, measured at grade, from the exterior faces of the exterior walls, but excluding decks, and terraces.

Building Coverage Allowance: the numerical value obtained by dividing the Building Coverage by the Area of the Lot.

Maximum Permissible Building Coverage: 35%



FRONT YARD COVERAGE

This is the area of the front yard that is covered with impervious surface.

Front Yard Coverage Allowance: the numerical value obtained by dividing the Front Yard Coverage by the area of the front yard.

Maximum Permissible Front Yard Coverage: 50%

REAR YARD BUILDING COVERAGE

This is the area of the rear yard that is covered by an accessory building(s).

Rear Yard Building Coverage Allowance: the numerical value obtained by dividing the Rear Yard Coverage by the area of the rear yard.

Maximum Permissible Rear Yard Coverage: 30%

TOTAL FLOOR AREA – For Determining Floor Area Ratio

This is the sum of the gross horizontal areas of all floors of a building or of such an area devoted to a specific use, measured from the exterior face of exterior walls.

Floor Area will include:

Interior features such as hallways, stairs, closets, elevator shafts, interior balconies, mezzanines, and enclosed porches. In all residential buildings, any space that has a floor to ceiling height of more than 14 feet, and any fraction thereof, shall be treated as a separate floor and will be counted twice when calculating floor area.

Floor Area will not include:

- The first 250 square feet or 50% of the floor area of a garage, whichever is less.
- The first 100 square feet of the area of a shed.
- Total cellar square footage.
- Total attic space square footage.
- Chimneys that extend from the building exterior by two (2) feet or less.

FLOOR AREA RATIO (F.A.R.)

This is the numerical value obtained by dividing the "floor area" within a building or buildings on a lot by the area of such lot. The floor area ratio requirement as designated for each district when multiplied by the lot area in square feet shall determine the maximum permissible "floor area" for the building or buildings on the lot.

Maximum Permissible F.A.R.

<i>For properties equal to or greater than 6,000 Sq.Ft.</i>	<i>.60</i>
<i>For properties less than 6,000 Sq.Ft.</i>	<i>.66 or 3,600 Sq.Ft.</i>
	<i>(Whichever is less)</i>

FINISHED FIRST FLOOR HEIGHT

This is the height of the first finished floor measured from the top of the street curb.

Maximum Permissible Finished Floor Height: 3 feet above top of curb



TRUSTEE'S DEED

This indenture made the 1st day of June, 2013, between CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to Cole Taylor Bank, as Successor Trustee to Corus Bank, Successor Trustee to Commercial National Bank of Chicago, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a Trust agreement dated 22nd day of May, 1989, and known as Trust Number 1011, party of first part and **THOMAS N. DALLAS, AS TRUSTEE OF THE THOMAS N. DALLAS TRUST DATED 01/26/06 and EVANGELIA A. DALLAS, AS TRUSTEE OF THE EVANGELIA A. DALLAS TRUST DATED 01/26/06,** parties of the second part.

Address of Grantee:
5080 W. North Shore Avenue
Lincolnwood, Illinois 60712

Doc#: 1317210090 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/21/2013 03:34 PM Pg: 1 of 4



Doc#: 1317210071 Fee: \$46.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/26/2013 02:12 PM Pg: 1 of 5

Reserved for Recorder's Office

WITNESSETH, That said party of the first part, in consideration of the sum of **TEN and no/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE** consideration in hand paid, does hereby **CONVEY AND QUIT CLAIM** unto said parties of the second part, in the following described real estate, situated in Cook County, Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Permanent Index Number: 10-33-402-058-0000

Property Address: 5080 W. North Shore Avenue, Lincolnwood, Illinois 60712

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof forever of said parties the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in Said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

THIS TRUSTEE'S DEED RECORDED ON JUNE 21, 2013, RECORDED AS DOCUMENT NUMBER 1317210090, IS BEING RE-RECORDED TO CORRECT AND EXPRESSLY DECLARE THE CONVEYANCE MADE TO AS TENANTS BY THE ENTIRETY.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President, the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY,
as Trustee as Aforesaid

By: Mario V. Gotanco
Mario V. Gotanco, Assistant Vice President



State of Illinois)

SS.

County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Mario V. Gotanco, Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 11th day of June, 2013.

Mariana Vaca
NOTARY PUBLIC



This instrument was prepared by:
Chicago Title Land Trust Company
10 South LaSalle Street, Suite 2750
Chicago, Illinois 60603

MAIL DEED TO:

NAME: ANDERSON LAW OFFICES PC
5711 N LINCOLN AVE.
ADDRESS: CHICAGO, IL 60689-4707

CITY, STATE, ZIP CODE:

MAIL TAX BILLS TO:

NAME: Thomas N. Dallas, Trustee
ADDRESS: 5080 W. North Shore Ave.
CITY, STATE, ZIP CODE: Lincolnwood, IL 60712

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 13 (EXCEPT THE NORTH HALF THEREOF) THE SOUTH 10 FEET OF THE NORTH HALF OF LOT 13, ALL OF LOT 14 IN BLOCK 2 IN GUBBINS AND MCDONNELL'S SECOND EDGEBROOK GOLF ADDITION OF LOTS 7, 8 AND PART OF LOT 9 IN THE COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1928, AS DOCUMENT NUMBER 10041003, IN BOOK 259 OF PLATS PAGE 27, IN COOK COUNTY, ILLINOIS.

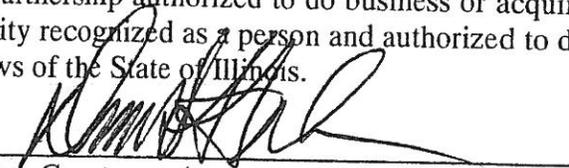
P.I.N. 10-33-402-058-0000

Property Address: 5080 W. North Shore Avenue, Lincolnwood, Illinois 60712

STATEMENT BY GRANTOR AND GRANTEE

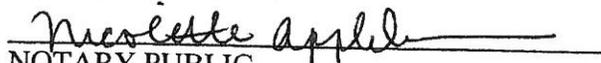
The grantor or his/her agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois partnership, an Illinois corporation or foreign corporation authorized to do business or acquire 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 title to real estate under the laws of the State of Illinois.

Date: June 18, 2013


By: Grantor or Agent

SUBSCRIBED and SWORN to before me this 18th day of June, 2013.



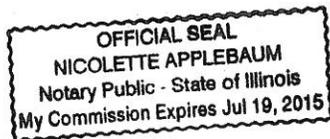

NOTARY PUBLIC
My commission expires: 7/19/15

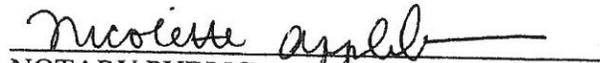
The grantee or his/her agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real 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 title to real estate under the laws of the State of Illinois.

Date: June 18, 2013


By: Grantee or Agent

SUBSCRIBED and SWORN to before me this 18th day of June, 2013.




NOTARY PUBLIC
My commission expires: 7/19/15

Note: 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.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 5 of the Illinois Real Estate Transfer Act.]

I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY

OF DOCUMENT # 1317210090

JUN 26 13



RECORDER OF DEEDS COOK COUNTY

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

ATTACH TO ALL EXEMPT
AND NON-EXEMPT DEE'



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

Doc#: 1317210090 Fee: \$44.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/21/2013 03:34 PM Pg: 1 of 4

**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: Chicago Title Land Trust #CT0001011

Mailing Address: 5080 W. North Shore Avenue
Lincolnwood, IL 60712

Telephone No.: _____

Attorney or Agent: _____

Telephone No.: _____

Property Address: 5080 W. North Shore Avenue
Lincolnwood, IL 60712

Property Index Number (PIN): 10-33-402-058-0000

Water Account Number: 009400-000

Date of Issuance: 6/20/13

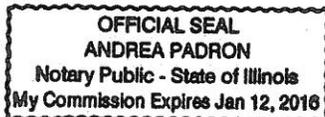
State of Illinois)
County of Cook)

VILLAGE OF LINCOLNWOOD

This instrument was acknowledged before me
on 6/20/13, by Andrea Padron.

By:
Robert J. Merkel
Finance Director

(Signature of Notary Public)
(SEAL)





1. VIEW FROM NAVAJO AVE. AT LOCATION OF PROPOSED ADDITION.



2. VIEW FROM NORTH SHORE AVE. SOUTH ELEVATION.



3. VIEW FROM NAVAJO AVE. AT LOCATION OF PROPOSED ADDITION.



4. VIEW OF NORTH ELEVATION AT LOCATION OF PROPOSED ADDITION.



5. VIEW FROM NORTH YARD FACING WEST AT PROPOSED ADDITION.



6. VIEW OF NORTH ELEVATION AT LOCATION OF PROPOSED ADDITION.

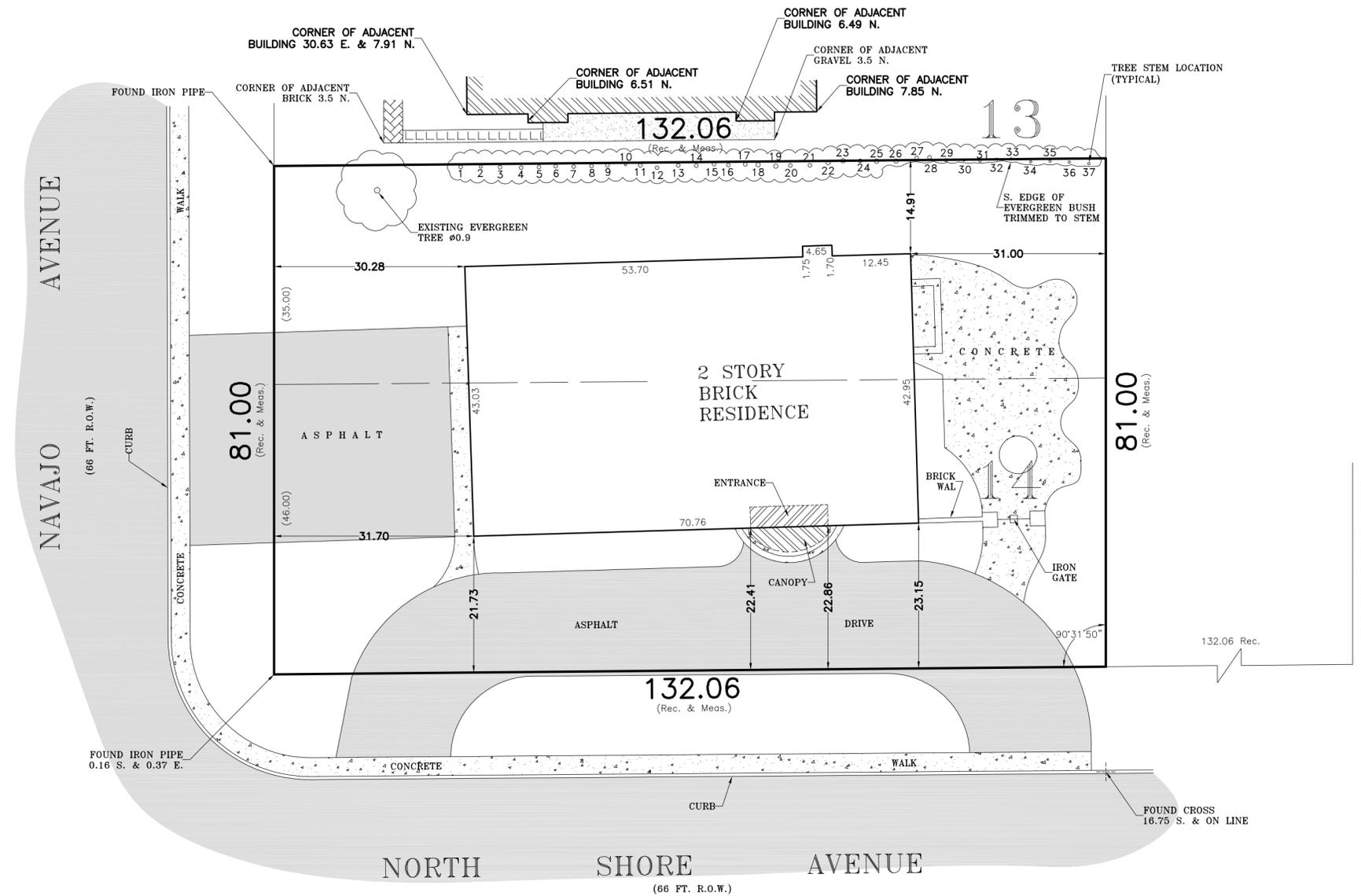
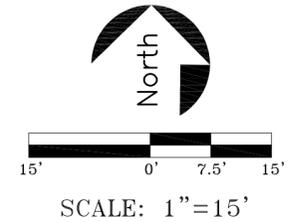
DALLAS RESIDENCE
5080 NORTH SHORE AVE. LINCOLNWOOD, IL 60712

PLAT OF SURVEY

OF

LOT 13 (EXCEPT THE NORTH HALF THEREOF) THE SOUTH 10 FEET OF THE NORTH HALF OF LOT 13, ALL OF LOT 14 IN BLOCK 2 IN GUBBINS AND MCDONNELL'S SECOND EDGEBROOK GOLF ADDITION OF LOTS 7, 8 AND PART OF 9 IN THE COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1928, AS DOCUMENT NUMBER 10041003, IN BOOK 259 OF PLATS, PAGE 27, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5080 W. NORTH SHORE AVENUE, LINCOLNWOOD, ILLINOIS



TREE TABLE			
#	LOCATION	DIAMETER	TYPE
1	0.45 S.	0.6	EVERGREEN
2	0.40 S.	0.5	EVERGREEN
3	0.55 S.	0.6	EVERGREEN
4	0.65 S.	0.6	EVERGREEN
5	0.60 S.	0.6	EVERGREEN
6	0.45 S.	0.6	EVERGREEN
7	0.55 S.	0.6	EVERGREEN
8	0.50 S.	0.6	EVERGREEN
9	0.40 S.	0.6	EVERGREEN
10	0.30 S.	0.4	EVERGREEN
11	0.50 S.	0.6	EVERGREEN
12	0.80 S.	0.6	EVERGREEN
13	0.50 S.	0.6	EVERGREEN
14	0.55 S.	0.6	EVERGREEN
15	0.35 S.	0.6	EVERGREEN
16	0.50 S.	0.6	EVERGREEN
17	0.45 S.	0.6	EVERGREEN
18	0.50 S.	0.6	EVERGREEN
19	0.75 S.	0.7	EVERGREEN
20	0.70 S.	0.7	EVERGREEN
21	0.70 S.	0.6	EVERGREEN
22	0.30 S.	0.7	EVERGREEN
23	ON LINE	0.7	EVERGREEN
24	0.1 S.	0.6	EVERGREEN
25	0.15 S.	0.7	EVERGREEN
26	0.15 S.	0.7	EVERGREEN
27	0.30 S.	0.6	EVERGREEN
28	0.45 N.	0.6	EVERGREEN
29	0.10 S.	0.5	EVERGREEN
30	0.10 S.	0.4	EVERGREEN
31	0.25 S.	0.4	EVERGREEN
32	ON LINE	0.4	EVERGREEN
33	ON LINE	0.4	EVERGREEN
34	0.45 S.	0.4	EVERGREEN
35	0.40 S.	0.4	EVERGREEN
36	0.55 S.	0.4	EVERGREEN
37	0.80 S.	0.4	EVERGREEN

- GENERAL NOTES:
- 1) THE LEGAL DESCRIPTION HAS BEEN PROVIDED BY THE CLIENT OR THEIR AGENT.
 - 2) THIS SURVEY SHOWS THE BUILDING LINES AND EASEMENTS AS INDICATED BY THE RECORDED PLAT. THIS PLAT DOES NOT SHOW ANY RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES UNLESS SUPPLIED BY THE CLIENT.
 - 3) BASIS OF BEARING FOR THIS SURVEY IS AS THE NORTH ARROW INDICATES, AND IS SHOWN TO INDICATE THE ANGULAR RELATIONSHIP OF THE BOUNDARY LINES.
 - 4) MONUMENTS, IF SET, DURING THIS SURVEY, REPRESENT THE TRUE CORNERS OF THIS DESCRIPTION AS SURVEYED.
 - 5) LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO INTERPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN HEREON.
 - 6) ONLY COPIES WITH AN ORIGINAL SIGNATURE AND SEAL ARE OFFICIAL LEGAL DOCUMENTS. ALL SURVEYS ARE COPYRIGHTED MATERIALS WITH ALL RIGHTS RESERVED.



Professional Design Registration #184-002795

PREFERRED SURVEY, INC.

7845 W. 79TH STREET, BRIDGEVIEW, IL, 60455
 Phone 708-458-7845 / Fax 708-458-7855
 www.psisurvey.com

Field Work Completed	09/15/14	FLD CREW:	AM2/TS
Land Area Surveyed	10,696.6 Sq. Ft.	CAD:	EH
Drawing Revised			

STATE OF ILLINOIS)
) S.S.
 COUNTY OF COOK)

SURVEY ORDERED BY: CHAPEKIS, MARCUS & CHAPEKIS

I, JOSEPH P. MAIKISCH, AS AN EMPLOYEE OF PREFERRED SURVEY INC., DO HEREBY STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD FOR A BOUNDARY SURVEY. PROPERTY CORNERS HAVE BEEN SET OR NOT IN ACCORDANCE WITH CLIENT AGREEMENT. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL THIS
 16TH DAY OF SEPTEMBER A.D. 2014

MY LICENSE EXPIRES ON 11/30/14
 P.S.I. NO. 14105432



Doc#: 1432229031 Fee: \$80.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/18/2014 12:24 PM Pg: 1 of 22

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014-3133

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

(5080 West North Shore Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 21st DAY OF OCTOBER, 2014.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
21st day of October, 2014


Village Clerk

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

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Village Clerk

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

(5080 West North Shore Avenue)

WHEREAS, Thomas N. Dallas, as Trustee of the Thomas N. Dallas Trust, and Evangelia A. Dallas, as Trustee of the Evangelia A. Dallas Trust, (collectively, the "**Owner**") are the record title owners of that certain property located in the R-1 Residential District ("**R-1 District**"), commonly known as 5080 West North Shore Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

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

WHEREAS, pursuant to Section 4.11 of the "Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the minimum side yard setback for a residential structure in the R-1 District is five feet or 10 percent of the lot width, whichever is greater; and

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

WHEREAS, the Structure is located, and the Proposed Addition will be located, approximately six feet and three inches from the north side lot line, in violation of the minimum setback regulation set forth in Section 4.11 of the Zoning Ordinance; and

WHEREAS, in order to permit the continued maintenance of the Structure on the Property and to permit the construction of the Proposed Addition, the Owner has filed an application for a variation from the minimum side yard setback regulation set forth in Section 4.11 of the Zoning Ordinance ("**Requested Variation**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("**ZBA**") to consider approval of the Requested Variation was duly advertised in the *Lincolnwood Review* on July 31, 2014 and held on September 17, 2014; and

WHEREAS, on August 20, 2014, the ZBA made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

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

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

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

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

SECTION 2. APPROVAL OF REQUESTED VARIATION. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and Board of Trustees hereby grant a variation from Section 4.11 of the Zoning Ordinance to decrease the minimum north side yard setback for the Structure and the Proposed Addition, from approximately eight feet and one inch to six feet and three inches.

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

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Structure, the Proposed Addition, and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Structure, the Proposed Addition, and the Property must comply with that certain Site Plan prepared by Prosi Design, Inc., consisting of one sheet and dated July 21, 2014 and those certain Buildings Plans prepared by Prosi Design, Inc., consisting of five sheets and dated July 21, 2014, each as modified by the Building Plan prepared by Prosi Design, Inc., consisting of one sheet and dated September 17, 2014, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (collectively, "**Plans**").
- C. Limitation of Variation. The variation granted in Section 2 of this Ordinance applies and is limited only to the Structure and to the Proposed Addition, both as depicted in the Plans. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Structure or to the Proposed Addition without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made

by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-1 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

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

SECTION 8. EFFECTIVE DATE.

- A. This Ordinance will become effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and

to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

PASSED this 21st day of October, 2014.

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

NAYS: None

ABSENT: None

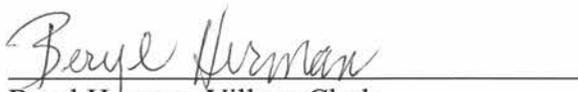
ABSTENTION: None

APPROVED by me this 21st day of October, 2014.



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

ATTESTED and FILED in my office this
21st day of October, 2014



Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
#33501112_v1

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 13 (EXCEPT THE NORTH ½ THEREOF), AND LOT 14 IN BLOCK 2 IN GUBBINS AND MCDONNELL'S SECOND EDGEBROOK GOLF ADDITION, OF LOT 7, 8 AND PART OF LOT 9 IN THE COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1928, AS DOCUMENT NUMBER 10041003 IN BOOK 259 OF PLATS, PAGE 27, TOGETHER WITH THE SOUTH 10 FEET OF THE NORTH ½ OF LOT 13 IN BLOCK 2 IN GUBBINS AND MCDONNELL'S SECOND EDGEBROOK GOLF ADDITION OF LOTS 7, 8 AND 9 (EXCEPT THE SOUTH 8.53 ACRES) IN THE COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5080 West North Shore Avenue, Lincolnwood, Illinois.

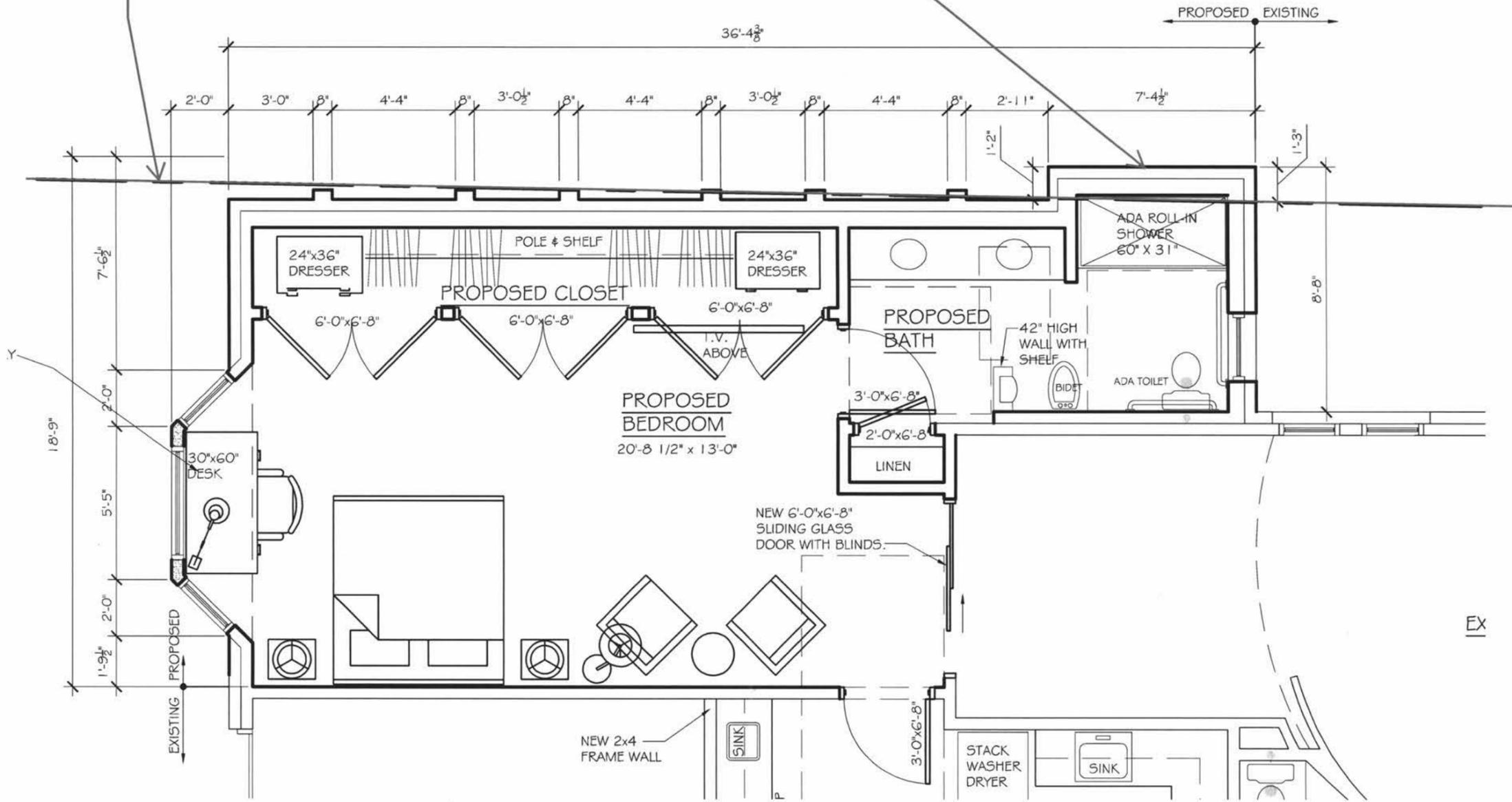
PIN: 10-33-402-058-0000

EXHIBIT B

SITE PLAN & BUILDING PLANS

LINE OF SETBACK REQUIREMENT

WITH THIS MODIFICATION, THE SHOWER LOCATION IS THE ONLY AREA THAT IS ENCROACHING.



5080 W. NORTSHORE
FIRST FLOOR MASTER SUITE
REVISION
09-17-14

PROSI DESIGN INC.
7400 WAUKEGAN RD. SUITE A-213
NILES, IL 60714

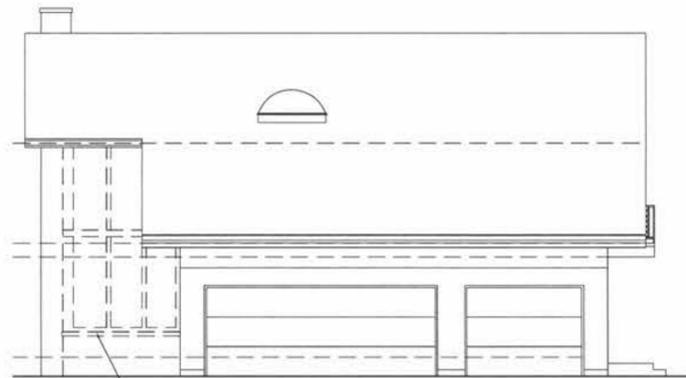
EX



1 EXISTING SOUTH ELEVATION
3/16" = 1'-0"



2 EXISTING NORTH ELEVATION
3/16" = 1'-0"



3 EXISTING WEST ELEVATION
3/16" = 1'-0"



4 EXISTING EAST ELEVATION
3/16" = 1'-0"

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DATE	07-21-14
DRAWN BY	STAFF
CHECKED BY	GTP
A-2.0	

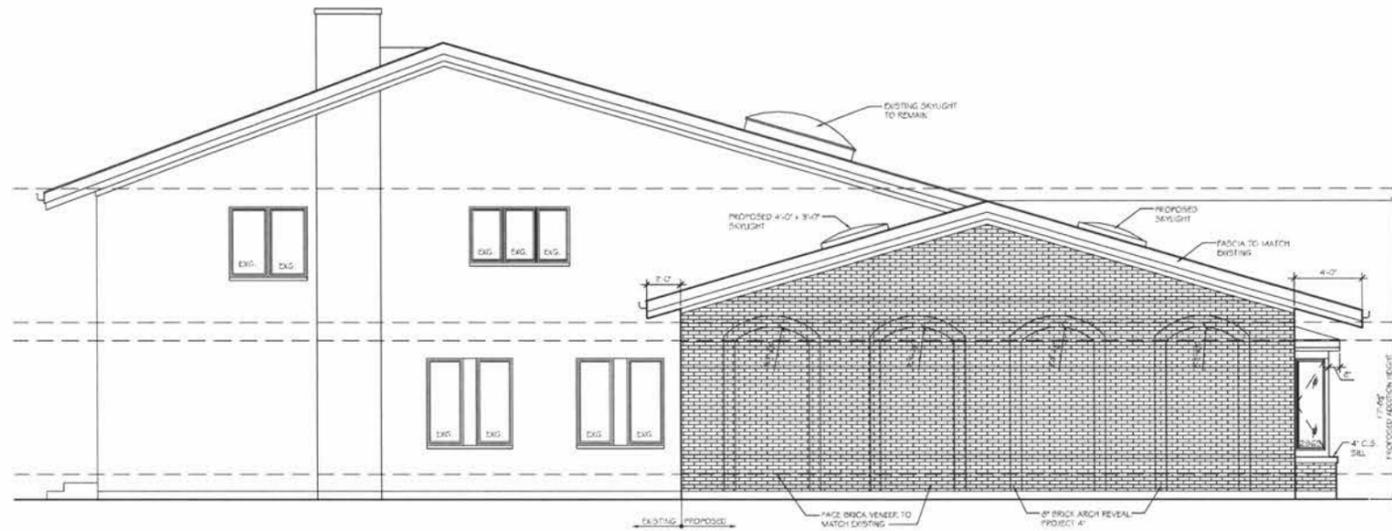
PROSI DESIGN, INC.
ARCHITECTURE • PLANNING • INTERIOR DESIGN

PROFESSIONAL DESIGN FIRM
NO. 000000000
STATE OF ILLINOIS
NO. 000000000

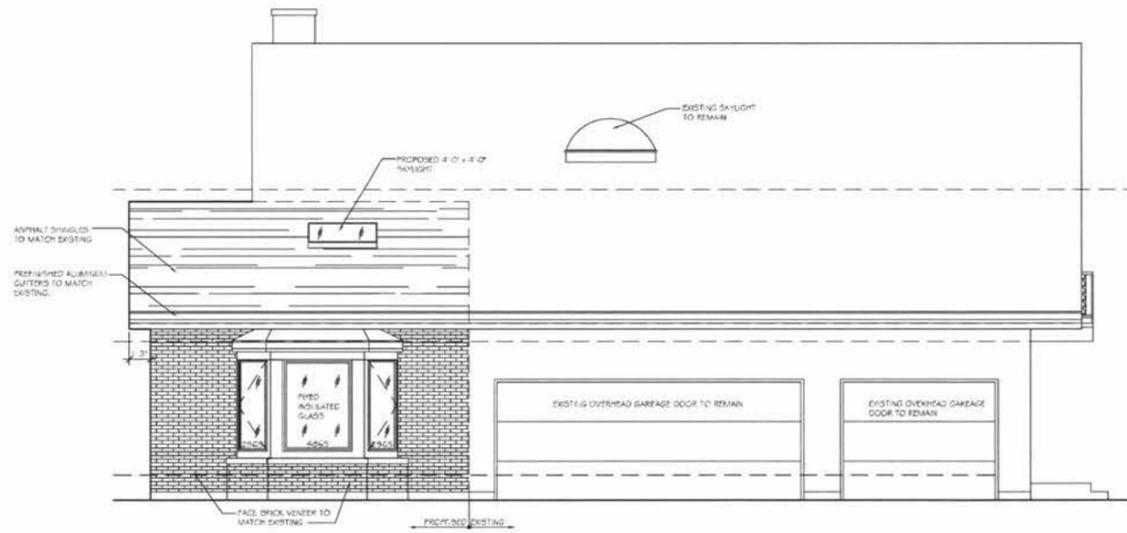
DALLAS RESIDENCE
ADDITION

5060 W. NORTH SHORE AVE.
LINCOLNWOOD, IL. 60712

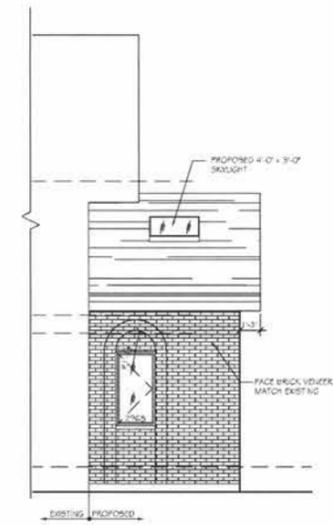
DATE: 07-21-14
ISSUED FOR ZONING REVIEW



1 PROPOSED NORTH ELEVATION
1/4" = 1'-0"



2 PROPOSED WEST ELEVATION
1/4" = 1'-0"



3 PROPOSED EAST ELEVATION
1/4" = 1'-0"

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DATE	BY	REV.	DESCRIPTION
07-21-14	GTP	1	ISSUED FOR ZONING REVIEW



PROSI DESIGN, INC.
ARCHITECTURE • PLANNING • INTERIOR DESIGN

100 W. WASHINGTON ST. SUITE 200
LINCOLNWOOD, IL 60712
TEL: 630.274.1111
FAX: 630.274.1112
WWW.PROSIDESIGN.COM

DALLAS RESIDENCE
ADDITION

5050 W. NORTH SHORE AVE.
LINCOLNWOOD, IL. 60712

DRAWN BY	STAFF
CHECKED BY	GTP

A-2.1

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Thomas N. Dallas, as Trustee of the Thomas N. Dallas Trust, and Evangelia A. Dallas, as Trustee of the Evangelia A. Dallas Trust, (collectively, the "*Owner*") are the record title owners of that certain property located in the R-1 Residential District, commonly known as 5080 West North Shore Avenue, in the Village ("*Property*"); and

WHEREAS, Ordinance No. 2014-3133, adopted by the Village President and Board of Trustees on October 21, 2014 ("*Ordinance*"), grants a variation from "The Village of Lincolnwood Zoning Ordinance" to permit the continued maintenance of a residential structure, and the construction of a one-story addition to the structure, on the Property; and

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

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

1. The Owner does hereby unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

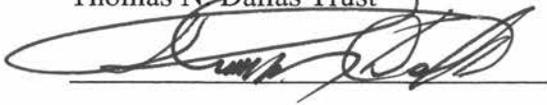
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of a variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

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

Dated: Oct 16, 2014

Thomas N. Dallas, as Trustee of the
Thomas N. Dallas Trust



Evangelia A. Dallas, as Trustee of the
Evangelia A. Dallas Trust

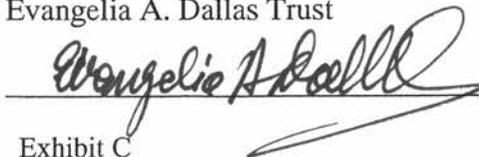


Exhibit C

Request For Board Action

REFERRED TO BOARD: January 19, 2016

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution Approving an Amendment to the Stormwater Pilot Program Improvements

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since 2007, Village staff has managed a program to produce a comprehensive Stormwater Management Plan (SMP), with the goal of developing engineering recommendations for the Village's stormwater system to protect basements from back-ups for storms up to the 10-year level of severity. Working with the Village Board, Ad-Hoc Sewer Committee, and staff, the Village's consulting engineer, AB&H, a Donahue Group (AB&H) produced the Phase II Sewer Report. The report provided a series of recommendations, including on-street surface storage, detention, and in-line conveyance methods to bring the system to the 10-year level of protection. In November 2011, a draft of the Phase II report was submitted to the Ad Hoc Sewer Committee for their review.

A series of Ad Hoc Sewer Committee meetings were held between November 2011 and June 2012 to discuss the draft Phase II report. At the June 14, 2012 meeting, the Committee voted to deem the report complete and recommended that it be submitted to the Village Board. The Committee further recommended that the Village move forward with implementing on-street surface storage utilizing submerged restrictors and on-street berms. However, the Committee felt that approximately 15-20% of the Village land area should be completed first as a pilot program to evaluate the efficacy of the overall project. A pilot area bounded by Pratt Avenue to the north, McCormick Boulevard to the east, Devon Avenue to the south, and Lincoln Avenue to the west was selected.

Following a public input meeting, the Village Board authorized staff to secure an engineering firm to design the improvements within the pilot area. On November 5, 2013 the Village Board awarded a contract to Gewalt Hamilton Associates (GHA) to design the pilot area improvements. In July 2015 GHA informed staff that their employee who had been responsible for stormwater modeling projects had accepted an employment offer at a new engineering firm. Because of this, they were no longer able to provide design work for the pilot area. On July 21, 2015, the Village Board authorized the execution of a contract with Christopher B. Burke Engineering Ltd. (CBBEL), the Village's current Village Engineer, to complete the engineering design of the project.

CBBEL has completed a significant portion of the design work to construct the on-street berms and install the submerged restrictors within the catch basins. During the design process they noted two critical components of the pilot area that required more detailed review to ensure success. The two areas of review are the 45 reverse-slope driveways (tuck under) that exist within the area and that the

northeast corner of the pilot area, generally encompassed by North Shore Drive, Columbia Avenue, Kimball Avenue, and McCormick Boulevard is topographically the lowest area within the pilot area. Overland runoff that does not enter the sewer system generally flows to this area, where it is blocked by McCormick Boulevard from entering the North Shore Channel.

If the Village moves forward with the pilot area as initially proposed, the northeast corner would still be provided with a 10-year level of protection; however, storms with intensity greater than a 10-year event could produce flooding at a level greater than what exists today. In order to continue to move forward with the pilot area project, CBBEL recommends a phased approach. This would include modifying the existing pilot area boundaries to remove the northeast corner (Phase I) and install a stormwater only relief sewer outlet from Trumbull Avenue along North Shore Avenue to the North Shore Channel (Phase II). The relief sewer was originally recommended by the Ad Hoc Sewer Committee as the second highest priority project, after street storage. CBBEL has noted that it may be possible to extend the relief sewer to Lawndale Avenue and increase the size of the pipe to provide a larger benefit to the system. It is estimated that extending the sewer would bring the total construction cost to \$4.5 million. CBBEL has also indicated that it is possible that the Metropolitan Water Reclamation District of Greater Chicago (MWRD) may be willing to take part in a 50% cost share for the construction of the relief sewer.

The Village Board held a special meeting on January 5, 2016 to discuss CBBEL's recommendation to amend the pilot area and construct a relief sewer. In attendance were six members of the Ad Hoc Sewer Committee who indicated they were in favor of the recommendation. The Village Board expressed favor toward Phase II, but decided to table a motion to approve the recommendation until the three Board members who were not in attendance were available to vote.

FINANCIAL IMPACT:

Construction of the amended pilot area (Phase I) is estimated to be \$490,300 and would take place during FY 2016/17. Design of the relief sewer (Phase II) is estimated to cost \$116,400 and would take place during FY 2016/17. Construction of the relief sewer to Trumbull Avenue is estimated to cost \$1.5 million. Staff will evaluate potential alternative funding sources for construction of the relief sewer, including a 50% cost share with MWRD.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Map of Amended Pilot Project Improvements

RECOMMENDED MOTION:

Move to approve a Resolution approving an amendment to the stormwater pilot program improvements.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

A RESOLUTION APPROVING AN AMENDMENT TO THE STORMWATER PILOT PROGRAM IMPROVEMENTS

WHEREAS, on August 21, 2007, the Village issued a request for qualifications for engineering consultants to develop a stormwater management plan to increase the capacity of the Village stormwater management system ("***System***") to perform during a 10 year rain event without flooding private homes ("***Capacity Goal***"); and

WHEREAS, the Village and AB&H, a Donohue Group, of Chicago, Illinois ("***AB&H***") entered into that certain Engineering Services Agreement, dated June 5, 2008, as amended and extended, for the performance by AB&H of a Phase I study of System capacity, a Phase I-B calibration of the Phase I study to assure accurate findings, and a Phase II study of the System to identify stormwater management improvements necessary to accomplish the Capacity Goal; and

WHEREAS, AB&H has completed the Phase I, Phase I-B, and Phase II studies, and has prepared a Phase II report; and

WHEREAS, the Phase II report concludes that the Village must complete certain stormwater street storage improvements and stormwater conveyance and detention improvements to accomplish the Capacity Goal; and

WHEREAS, the Village Ad Hoc Sewer Committee has reviewed the Phase II report; and

WHEREAS, in 2013, the Ad Hoc Sewer Committee recommended that the Village Board initiate a pilot program through which: (i) the stormwater street storage improvements are completed on not more than 20 percent of the Village land area ("***Pilot Program Area***"); and (ii) the Village develop 30% design plans for the completion of a new stormwater outfall at Lincolnwood Centennial Park, in order to enable the Village to apply for grant funding for the completion of the stormwater outfall (collectively, the "***Pilot Program Improvements***"); and

WHEREAS, to implement the Ad Hoc Sewer Committee recommendation, the Village has entered into an agreement with Christopher B. Burke Engineering, Ltd. ("***CBBEL***") to design the Pilot Program Improvements and to assist the Village with selecting a contractor to complete the Pilot Program Improvements ("***Engineering Design Services***"); and

WHEREAS, CBBEL has completed a significant portion of the Engineering Design Services, and as a result of its work, now recommends that the Village amend the Pilot Program Improvements to be completed in a phased approach with Phase I including an amended Program Area and Phase II including the construction of the stormwater outfall at Lincolnwood Centennial Park; and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interests of the Village to amend the Pilot Program Improvements, in accordance with the recommendations of CBBEL;

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

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

SECTION 2. APPROVAL OF AMENDED PILOT PROGRAM IMPROVEMENTS. The Village President and Board of Trustees hereby approve the amended Pilot Program Improvements to include the phased approach as recommend by CBBEL, as depicted in **Exhibit A** to this Resolution.

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

PASSED this ____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2016.

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

ATTESTED and FILED in my office this
____ day of _____, 2016

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

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EXHIBIT A

AMENDED PILOT PROGRAM AREA

